

Memorandum of Understanding

Sylvan Educators Association ("SEA")

And the

Sylvan Union School District ("District")

April 5, 2017

ARTICLE 9 HOURS OF EMPLOYMENT

This article shall be amended to include two (2) additional paid work days for the purpose of professional learning for the 2017-18 school year only, for a total of one hundred eighty-four (184) paid work days in 2017-18.

The identified site work day will consist of a one hour site all-staff meeting followed by self-directed teacher work time which may include team collaboration, preparation of instructional space and materials, parent communications, and any other professional responsibilities.

This agreement will be in effect the 2017-18 school year, and may be extended only through mutual agreement of the Parties.

For SEA

Date:

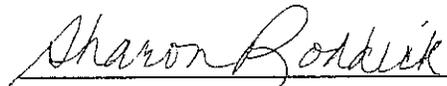
4/5/17

For SUSD

Date:

4/5/17







Memorandum of Understanding

Sylvan Educators Association ("SEA")

And the

Sylvan Union School District ("District")

April 5, 2017

HOURS OF EMPLOYMENT: TEAM COLLABORATION TIME

The District and SEA both seek to support the team collaboration process and recognize that dedicated time supports this goal. There is a commitment of both parties to increase instructional benefit to students through effective collaboration of teacher teams.

The following agreement will be in effect the 2017-18 school year, and may be extended only through mutual agreement of the Parties.

1. Team collaboration time (Professional Learning Community process) will be dedicated as part of the work day, weekly, on Wednesdays, when school is in session.
2. Early dismissal of students on Wednesdays will enable teams to collaborate uninterrupted in order to address the 4 Essential Questions of the Professional Learning Community process. Student minutes affected by the early dismissal will not be redistributed unless state required minimums are not met.

For SEA

Date:

4/5/17

For SUSD

Date:

4/5/17

Michael Co

Sharon Roddis

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Memorandum of Understanding

Sylvan Educators Association ("SEA")

And the

Sylvan Union School District ("District")

~~March 8, 2017~~ April 3, 2017

**ARTICLE 9 HOURS OF EMPLOYMENT**

The District and SEA wish to pilot a revised instructional day for sixth grade students for the 2017-18 school year. This pilot has the potential to increase instructional benefit through increased instructional minutes for sixth grade students. To that end, **the following agreement will be in effect the 2017-18 school year, and may be extended only through mutual agreement of the Parties.** All other terms of this Article remain unchanged.

**Article 9.14.** The teacher/student day shall be as follows:

**180 Instructional Days (Traditional)**

- 200 Minutes Daily Instructional Time: Grade K
- 300 Minutes Daily Instructional Time: Grades 1 - 3
- 310 Minutes Daily Instructional Time: Grades 4 - ~~6~~5
- 335 Minutes Daily Instructional Time: Grades ~~7-6~~ - 8

**Article 9.19.**

Teachers working full time in grades ~~7~~6-8 have one (1) preparation period per regular school day.

For SEA

Date:

4/3/17

For SUSD

Date:

4/3/17

*Michael C...*

*Sharon Rodden*

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TENTATIVE AGREEMENT

Between

Sylvan Educators Association (CTA) (NEA)

And the

Sylvan Union School District

April 4, 2017

Except as expressly stated herein, all provisions of the current collective bargaining agreement shall continue without modification.

**Article 18 Job-Shared Contracts:** This Article shall be amended as attached and shall be implemented for all new and existing job shared contracts effective July 1, 2017.

For SEA:

Date:

4/4/17

*Michael C...*

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For SUSD:

Date:

4/4/17

*Sharon Roddie*



TO: SEA 2/16/17

## 18 JOB-SHARED CONTRACTS

### 18.1 Objectives

18.1.1 Job-shared employee positions are encouraged to provide more flexible staffing to meet the individual needs of teachers and students in schools.

### 18.2 Job Sharing

18.2.1 Definition - "Job-sharing" refers to two (2) employees sharing one (1) assignment.

18.2.2 Any assignment opening may be available to teachers who have indicated, in writing, to the office of Human Resources, their desire to share.

18.2.3 Job-sharing assignments shall be filled only by ~~tenured-permanent~~ teachers who have jointly requested to work together.

18.2.4 Responsibilities of an assignment by two (2) job-sharers may be divided and/or allocated according to a plan designed by the job sharers with the concurrence of their immediate supervisor and the Assistant Superintendent of Human Resources.

18.2.5 A job-sharer who has been a full-time staff member and who wishes to return to a full-time assignment in the subsequent year, must so inform the office of Human Resources by February 1.

~~18.2.5~~ 18.2.6 One (1) step increments shall be granted for every two (2) years of service.

~~18.2.6~~ 18.2.7 Job-sharing employees will earn a pro-rated credit toward retirement, leave, and fringe benefits. The employee may pay a pro-rated share of fringe benefits available subject to approval of the carrier.

~~18.2.7~~ 18.2.8 It is understood that "job shared" non-teaching assignments shall be pro-rated and that these assignments, whenever possible, shall be scheduled

SR 4/4/17  
ME 4/4/17



at times that the employee is scheduled to be at work. However, the following activities require the attendance of both job-sharing employees:

~~18.2.7.1~~ 18.2.8.1 Open House

~~18.2.7.2~~ 18.2.8.2 Back-to-School Night

~~18.2.7.3~~ 18.2.8.3 Staff Development Activities (as appropriate)

~~18.2.7.4~~ 18.2.8.4 IEP (Individual Educational Plan)

~~18.2.7.5~~ 18.2.8.5 SST (Student Study Team)

~~18.2.7.6~~ 18.2.8.6 First and last student attendance- days

~~18.2.7.7~~ 18.2.8.7 Parent Conferences

~~18.2.8~~ 18.2.9 A condition of entry into shared teaching shall be that the affected teachers shall decide between themselves which of them shall have the right to retain the shared teaching position in the event one or both teachers wish to subsequently return to a regular full-time teaching assignment at the end of the first year. The remaining teacher shall be reassigned or transferred in accordance with the transfer procedure set forth in this contract. In the event one of the participating teachers is unable to fulfill the job-share once the school year has begun, the remaining teacher shall assume the full time position.

~~18.2.9~~ 18.2.10 In each Prior to the first year of participation, teachers shall request a part-time leave of absence from their full-time teaching position. Participation in a job-share assignment will not affect the seniority of the participants.

~~18.2.10~~ Teachers electing to continue in the Job-Sharing Program beyond the first year shall, as a condition of continuing in the program resign whatever percentage of their full time position that is not necessary for their, continued employment as a part-time employee under this program. This will not affect the seniority of the participants.

~~18.2.11~~ Existing Sshared contracts are subject to review and renewal every four years shall be reviewed annually. The mid-year collaborative consultation between the Principal and the job-share participants may include staffing needs of the District and contractual expectations.

~~18.2.11~~ 18.2.12 Confirmation of new and/or continuing job-share

SR 4/4/17



assignments will be made by May 1.

~~18.2.12~~ 18.2.13 Returning to Full-Time Status:

~~18.2.12.1~~ 18.2.13.1 Teachers wishing to return to full-time status after one (1) year's participation in the program shall be reassigned on the following basis in accordance with Article 7  
TRANSFER:

~~18.2.12.1.1~~ Reassigned to the position they left if the position is vacant or filled by a person on temporary contract;

~~18.2.12.1.2~~ Reassigned on the basis of available positions for which they are qualified in priority listed in "Teachers Transfers."

~~18.2.12.2~~ Teachers wishing to return to full-time status after more than one (1) year's participation in the program shall, upon request, be granted full-time contracts providing full-time positions are available. Such teachers returning to full-time status will be reassigned in accordance with Article ~~19.2.12.1.2.~~

*4/4/17*



**TENTATIVE AGREEMENT**

**Between**

**Sylvan Educators Association (CTA) (NEA)**

**And the**

**Sylvan Union School District**

**April 5, 2017**

The Parties have met and agreed to the following as a resolution of all issues. Except as expressly stated herein all provisions of the current collective bargaining agreement shall continue without modification.

**ARTICLE 6 LEAVES:** This Article shall be amended as attached and shall be implemented effective July 1, 2017, unless otherwise already required by law.

**ARTICLE 14 WAGES:** This Article shall be amended as attached, and includes the following:

Paragraph 14.1 includes a 2016-17 salary schedule increase of 2% over the 2015-16 salary schedule, ongoing, effective retroactively to July 1, 2016. In addition, a one-time, off-schedule payment of 1% of the 2015-16 salary schedule for the 2016-17 year shall be made. The Masters Stipend shall increase to \$2,119 effective retroactively to July 1, 2016. A new Doctorate Stipend shall be added to the Salary Schedule noted as a Doctorate Stipend and valued at \$2425 and shall be effective July 1, 2017. The Speech and Language Pathologists stipend value in 14.3.2.14 shall be moved to the Salary Schedule noted as a SLP Stipend and valued at \$5,871 as of July 1, 2017.

**Paragraph 14.3** Establishes a new hourly rate of \$34.54.

**Paragraph 14.2 and 14.3** have been updated to reflect current needs for activities and sports and will be effective July 1, 2017.

The Speech and Language Pathologist Stipend in article 14.3.2.14 shall be eliminated due to its placement on the salary schedule.

Paragraph 14.9.2.1 Subsequent Step Advancement on the Salary Schedule shall be amended as follows:

Units submitted must be from a regionally accredited college or university (WASC or its equivalent) in upper and/or lower division or graduate courses and must have been taken after the date the Bachelor's Degree was awarded. **Units/coursework must support the teacher's professional growth.** ~~Units must be clearly and substantially supportive of the teacher's professional growth.~~ **Professional growth courses shall be defined as those courses which are within the field of education, methodology and/or subject matter areas which will contribute significantly to his/her position in the District and/or qualify the teacher for another certificated/administrative position within the District.** ~~and must be applicable to the employee's job responsibilities unless otherwise approved by the District.~~ Units must be earned during the current tenure of employment with the district. Lower division courses are not normally acceptable unless relevant to the assignment as determined by the Assistant Superintendent of Human Resources or designee.

For SEA:                      Date: 4/5/17

For SUSD:                      Date: 4/5/17





6. LEAVES OF ABSENCE

6.1. General

6.1.1. The District shall, at all times, include the best interests of the students in decisions regarding discretionary leaves.

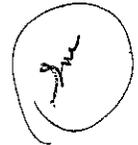
6.1.2. The District may at any time require adequate confirmation of stated reasons for leave requests, and false statements relating thereto shall be grounds for withholding leave benefits and for other disciplinary action.

6.1.3. No teacher shall be gainfully employed while on leave of absence status from the District without written District approval.

6.1.4. A teacher returning from leave of absence shall provide timely notice to the District of return.

6.1.5. ~~In addition to fitness for duty examinations permitted by law or District policy,~~ the District may require a medical ~~fitness for duty~~ examination by a physician whenever the return to work of a teacher who has been ill or on extended sick leave would result in teacher's eligibility for additional extended sick leave benefits.

clarification



6.1.6. Leaves of absence may be extended only upon approval in writing by the District.

6.1.7. A good faith effort will be made to return the teacher to the same school and assignment upon completion of leave subject to the District's transfer and assignment policies.

6.1.8. ~~Except as otherwise required by law~~ employees returning from leave of absence of indefinite duration shall provide notice of intended return and shall be returned to a position as soon as a position becomes available.

clarification

gjm

6.1.9. Except for unforeseen conditions beyond the control of employee, which prevent timely return to work, an employee who fails to return to work at the expiration of approved leave shall be deemed to be absent without justification.

6.1.10. Leave Credit and Payment for Part-Time Employees: In the case of employees who work less than a full-time basis, the accumulation leave credit and the payment of salary shall not exceed the pro-rata share of full leave credit or salary payment, unless expressly provided otherwise in this Agreement. For part-time employees, "full salary" means the

salary to which the employee would normally be entitled, but no part-time employee shall receive leave credit or salary for days on which the employee would not be required to work.

6.1.11 The formula for determining the amount of the per diem salary to be deducted when an employee is on leave without pay shall be as follows:

6.1.11.1. Annual salary divided by the number of days the teacher may be required to work by this Agreement.

6.1.11.2. Except as otherwise required by law, subject to approval by the carrier, a teacher on unpaid leave of absence shall be entitled to maintain his/her insurance benefits at the teacher's expense, pursuant to District forms and procedures. When required by law for a teacher on unpaid leave of absence the District will maintain its contribution toward health benefits as described in Article 5.

ie. FDL, GM  
FMLA, CFRA

6.1.11.3. A teacher on paid leave of absence shall not be denied appropriate annual salary increments upon return

6.1.12 Nothing in this Agreement shall preclude the District from granting or extending leave, military, Peace Corps, Teacher Corps, legislative, community service, etc., not otherwise specified in this Agreement or required by law.

## 6.2 Sick Leave

### 6.2.1 Earned Sick Leave

clarification/  
renumbering

Each teacher shall be ~~allowed~~ entitled to ten days of absence due to accident, illness or quarantine each year. For each eighteen (18) day extension of a regular teacher's contract, an additional day of sick leave shall be accrued. Any sick leave days not used will be accumulated for use if necessary during succeeding years.

6.2.1.1 At the beginning of each school year, every teacher shall receive a sick leave allotment credit, equal to his/her sick leave entitlement for the school year. A teacher may use his/her credited sick leave at any time during the school year.

moved from  
6.2.3  
current

### 6.2.1.2 Leave to Care for a Child, Parent, or Spouse

~~20~~ 6.2.1.2.1 In any school year a teacher may use up to a maximum of five (5) days of leave that are credited under Section 6.2.1 to attend to an illness of the teacher's child, parent, or spouse. District procedures for notifying the District of an absence, requesting and canceling a substitute and increments for use of sick leave apply to a unit member's use of personal illness or injury leave to attend to an illness of the member's child.

Labor Code  
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Not current  
practice

parent, or spouse. A unit member shall use this leave before using the leave in Section 6.6.

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As used in this Section:

"Child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

"Parent" means a biological, foster, adoptive parent, a stepparent, or a legal guardian.

"Spouse" is defined according to Section 16.15.1.3

This Section does not extend the maximum period of leave to which a unit member is entitled under the Family and Medical Leave Act of 1993 (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (Government Code Section 12945.2) and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave.

SM

6.2.2. Extended Sick Leave with Difference Pay

trial 9/11

When a person employed in a position requiring certification qualification is has exhausted all available sick leave, including earned and accrued leave described in Section 6.2.1 and continues to be absent from his duties on account of employee illness or accident for a period of five school months or less, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his position during his absence, or, would have been paid to the substitute had he been employed. The District shall make every reasonable effort to secure the services of a substitute employee.

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The sick leave described in Section 6.2.1 and the five (5) month period described in Section 6.2.2 shall run consecutively. A unit member shall not be provided more than one five (5) month period per illness or accident. If a school year terminates before the five (5) month period is exhausted, however, the unit member may take the balance of the five (5) month period in a subsequent school year. The five (5) month period of "differential pay" days shall not curtail days or service within the remaining of Section 14.8.2 of the Agreement.

clarification Ed Code

SM

*SP* 6.2.3 ~~At the beginning of each school year, every teacher shall receive a sick leave allotment credit, equal to his/her sick leave entitlement for the school year. A teacher may use his/her credited sick leave at any time during the school year.~~ *moved to 6.2.1.1. gm*

6.2.3 Annual Statement of Accrued Leave

*renumbered from 6.2.4*

The Board shall provide each teacher with a written statement of is/her accrued sick leave by October 1 each year.

6.2.4. If a teacher resigns, retires, or is terminated and has used more sick leave than was earned, the amount used by the unit member but not earned shall be deducted from the final warrant of the teacher. *from 6.2.5*

6.2.5. Salary reductions for unauthorized absence shall be rounded to the nearest hour based upon an eight (8) hour day. However, any absence of less than the first hour shall be rounded to one (1) hour. *from 6.2.6*

6.2.6. Deductions for sick leave for full-time teachers of less than a full day shall be rounded to the nearest hour. However, any absence of less than the first hour shall be rounded to one (1) hour. *from 6.2.7*

6.2.7. Upon request, deduction policy shall be reviewed jointly by the parties. *from 6.2.8*

6.3. Catastrophic Leave Bank

6.3.1. Creation:

*no changes*

6.3.1.1. The Association and the District agree to create a Catastrophic Leave Bank effective July 1, 1992. *↓*

6.3.1.2. Days in the Catastrophic Leave Bank shall accumulate from year to year.

6.3.1.3. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.

6.3.1.4. The Catastrophic Leave Bank shall be administered by a joint committee comprised of two (2) members appointed by the Association and two (2) members appointed by the District.

6.3.2. Eligibility and Contributions:

- 6.3.2.1. All Unit Members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank.
- 6.3.2.2. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank. Sick Leave previously authorized for contribution to the Bank shall not be returned to the Unit Member for any reason.
- 6.3.2.3. The contribution, on the appropriate form, must be authorized by the Unit Member.
- 6.3.2.4. Cancellation occurs automatically whenever a Unit Member fails to make a required assessment. Cancellation, on the proper form, may be effected at any time and the Unit Member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the Unit Member effects cancellation.
- 6.3.2.5. Contributions shall initially be made on or before October 1, 1992 for the 1992/93 school year. Unit members returning from extended leave which included the enrollment period and new hirees will be permitted to contribute within thirty (30) calendar days of beginning work or within thirty (30) calendar days of receiving permanent status. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new unit members and those unit members returning from leave.
- 6.3.2.6. The Joint Committee may require, at any time, an additional day of contribution of participants if the number of days in the Bank falls below a level to be determined by the Committee. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a Catastrophic Leave Bank participant has insufficient remaining sick leave at the time of the assessment, they will contribute the additional day, or portion thereof, at the beginning of the next fiscal year in order to remain a participant in the Catastrophic Leave Bank.
- 6.3.2.7. The District and the Association may, by mutual written agreement, provide an opportunity for previously non-participating employees to "buy in" to the Catastrophic Leave Bank.

6.3.3. Withdrawal From the Bank:

- 6.3.3.1. Catastrophic Leave Bank participants, whose sick leave is exhausted, may apply for a withdrawal from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as an illness or injury that is expected to incapacitate the employee for an extended period of time and he or she has exhausted all his/her sick leave and other paid time off excluding differential leave.
- 6.3.3.2. Participants must use all sick leave (but, not differential leave), as defined in Article 6.3.1., available to them before eligible for a withdrawal from the Bank.
- 6.3.3.3. Participants who have exhausted sick leave, but still have differential leave available, are eligible for a withdrawal from the Catastrophic Leave Bank. The District shall pay the participant full pay and the Bank shall be charged one-half (1/2) day. Part-time employees will be prorated.
- 6.3.3.4. The first ten (10) duty days of illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay the first time said participant qualifies for a withdrawal draw from the Bank. For subsequent withdrawals within twelve (12) consecutive months for any unrelated catastrophic illness, the first five (5) duty days of illness must be covered by the participant's own sick leave, differential leave, or leave without pay.
- 6.3.3.5. If a participant is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the participant's family.
- 6.3.3.6. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) duty days. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed the statutory maximum draw of 60 days in a three (3)-year period per individual.
- 6.3.3.7. Participants applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness



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confidential. A participant's withdrawal may not exceed the statutory maximum draw of 60 days in a three (3) year period per individual.

- 6.3.3.8. If a participant has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the participant's expense. The Committee shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report. The participant may appeal any termination under the procedures outlined in Section 3.m. below.
- 6.3.3.9. Leave from the Bank may not be used for illness or disability which qualifies the participant for Workers' Compensation benefits unless the participant has exhausted all Workers' Compensation leave, his/her own sick leave, and provided further that the member signs over any Workers' Compensation checks for temporary benefits to the District. If there are any Workers' Compensation checks signed over to the Board, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Workers' Compensation payment is equivalent to a regular day of pay at the negotiated rate for that participant. If the District challenges the Workers' Compensation claim, the participant may draw from the Bank, but upon settlement of the claim, the Bank shall be reimbursed the days by the District.
- 6.3.3.10. When the Committee may reasonably presume that the applicant for a draw may be eligible for a Disability Award or a Retirement under STRS or, if applicable, Social Security, the Committee may request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify the draw applicant from further Catastrophic Leave Bank payments. Any requests for additional medical information from STRS or Social Security shall be submitted within ten (10) days or the participant's entitlement to Catastrophic Leave Bank payments shall cease. If denied benefits by STRS or Social Security, the applicant must appeal or entitlement to the Catastrophic

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Leave Bank shall cease.

6.3.3.11. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.

6.3.3.12. Withdrawals shall become effective immediately upon the exhaustion of sick leave and the waiting period provided for in Article 6.3.3.4, whichever is greater. For example, if a participant contributed when first eligible to contribute (Article 6.3.2.5) and had ten (10) days of accumulated sick leave when the illness began (Section 3.d.), he/she shall begin withdrawing upon the eleventh (11th) duty day, if otherwise eligible. If the participant had fifteen (15) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the sixteenth (16th) duty day. If the participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the eleventh (11th) duty day.

6.3.3.13. Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or is terminated may, within thirty (30) days of denial, grieve the denial, non-renewal or termination. The participant shall be deemed the grievant, the Committee shall be deemed the District. All other provisions of the grievance procedure (Article 8) shall be interpreted in light of this. The Association shall provide representation to a grieving participant, unless the grievant refuses representation. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the grievance.

6.3.4. Administration of the Bank:

6.3.4.1. The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the participants and to the District.

6.3.4.2. The Committee's authority shall be limited to

administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.

6.3.4.3. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.

6.3.4.4. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.

6.3.4.5. By October 1 of each school year except 1992/93 school year, the District shall notify the Committee of the following:

6.3.4.5.1. The total number of accumulated days in the Bank on June 30th of the previous school year;

6.3.4.5.2. The number of days contributed by Unit Members for the current year;

6.3.4.5.3. The names of participating Unit Members; and

6.3.4.5.4. The total number of days available in the Bank.

6.3.4.6. By the tenth (10<sup>th</sup>) day of each calendar month, the District shall notify the Committee of the following:

6.3.4.6.1. The names of any additional Unit Members who have joined in accordance with Section 2;

6.3.4.6.2. The total number of days in the Bank at the beginning of the previous month; and

6.3.4.6.3. The total number of days remaining in the Bank on the last day of the month.

6.3.4.7. The Association and District agree to share equally the administrative costs involved in this Leave.

6.4. Pregnancy Disability and Maternity Leave

"PDL"

new leave

language



6.4.1. Pursuant to Government Code Section 12945, a pregnant employee is entitled to an unpaid leave of up to four months, as needed, for the period(s) of time the employee is actually disabled by pregnancy, as

*RP* determined by her healthcare provider. An employee is required to use any accrued sick leave during an otherwise unpaid pregnancy disability leave. Other terms and conditions of a pregnancy disability leave are described in District AR 4161.8. (on the District website) *SM*

*RP* 6.4.2. A pregnancy disability leave shall run concurrently with the employee's entitlement to leave under the federal Family Medical Leave Act (FMLA). At the end of the employee's period(s) of pregnancy disability leave, or at the end of four months of pregnancy disability leave, whichever occurs first, an employee eligible for California Family Rights Act (Government Code Section 12945.2) (CFRA) leave or Parental Leave under Section 6.5 may take CFRA leave of up to 12 workweeks for reason of the birth of her child, if the child has been born by this date. *SM*

#### 6.5. Parental Leave

*RP* 6.5.1 For purposes of this Section 6.5, CFRA and District AR 4161.8 "parental leave" means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. *SM* (on the District website)

6.5.2 Each employee may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks. An employee shall not be provided more than one 12-week period for parental leave during any 12-month period.

*RP* 6.5.3 The 12-workweek period shall be reduced by any period of accrued sick leave, including accumulated sick leave provided by Section 6.2.1 taken during a period of parental leave. When an employee has exhausted all available sick leave and accumulated sick leave provided by Section 6.2.1, and continues to be absent on account of parental leave pursuant to the CFRA and District AR 4161.8, the amount deducted from the employee's salary during any of the remaining portion of the 12-workweek period in which the parental leave of absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill the employee's position during the employee's absence or, if no substitute employee was employed, the amount that would have been paid to a substitute had a substitute been employed. The District shall make every reasonable effort to secure the services of a substitute employee. *SM*

*RP* 6.5.3.1 The period of salary deduction described above for parental leave shall not reduce the amount of Extended Sick Leave With Difference Pay available under Section 6.2.2.

*RP* 6.5.4 Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to CFRA (and District AR 4161.8) The aggregate amount of parental leave taken pursuant to this *SM* (on the District website)

on the District website) gm

section (and District AR 4161.8 shall not exceed 12 workweeks in a 12-month period.

TR

6.5.4.1 Notwithstanding CFRA (and District AR 4161.8, an employee is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave under this Section 6.5

gm

TR

~~6.5.5 This Section 6.5 shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the District.~~

gm

~~6.4.2 A teacher may take an unpaid leave of absence for maternity as determined by the teacher and her physician subject to a mutually agreed upon date for resumption of work.~~

Replaced by 6.4 + 6.5 language above gm

TR

~~6.4.3 Disabilities caused by or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are considered temporary disabilities covered by sick leave. The date on which the teacher is unable to continue to work and the date on which the teacher is able to resume employment shall be verified by the teacher's physician, but shall take into account normal breaks during the year (semester ending, vacations, etc.)~~

6.5 Paternity Leave

TR

~~6.5.1 Male teachers will be allowed three (3) days sick leave each year without loss of pay for matters related to the birth of a child of such teacher. Such leave must be taken immediately before, during, or immediately after the child's birth and is to be deducted from earned sick leave. Request for such leave shall be submitted to the building principal.~~

gm

~~6.5.2 Male teachers may be allowed an unpaid leave of absence for child care for a full year.~~

6.6. Personal Necessity Leave

no changes

6.6.1. A teacher may use up to ten (10) days of accumulated sick leave, at the election of the teacher, in case of personal necessity.

6.6.2. The teacher shall not be required to secure advance permission for leave taken for any of the following reasons:

6.6.2.1. Death or serious illness of a member of his immediate family.

6.6.2.2. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.

6.6.3. Personal Necessity Leave may be used for no more than three (3) days per year without prior approval ("No Tell") for any personal

and compelling purpose except recreation or concerted activities. "No Tell" days used on Open House and Back-to-School Night require prior notification of the supervisor.

6.6.4. Employees shall notify the District in advance of taking Personal Necessity Leave other than 6.6.3 above. Teachers shall verify that the absence was not for one or more of the two prohibited uses.

6.6.5. Personal necessity leave is non-cumulative and is deducted from the educator's available sick leave balance.

6.6.6. Except for usage pursuant to Article 6.6.3, it is understood and agreed that the District reserves the right to adopt rules and regulations which prescribe the manner of proof of personal necessity.

6.7. Sabbatical Leave

*no changes*

6.7.1. Any teacher under the age of sixty (60), who has rendered at least seven (7) consecutive years of service to the District, shall be eligible to apply for sabbatical leave for a period of up to one (1) year.

6.7.2. Applicants for sabbatical leave shall file a request with the District Office not later than January 1 for the first semester and not later than June 1 for the second semester, on the forms provided for this purpose.

6.7.3. The application must be accompanied by a certificate of health, signed by a physician, indicating that the applicant is in satisfactory physical condition to undertake the study or travel proposed.

6.7.4. The application must be approved by the Superintendent and Board of Education.

6.7.5. Sabbatical leaves may be granted for the following reasons:

6.7.5.1. Professional Study. Applicants who apply for professional leave under this section shall undertake a full load as defined by the individual institution.

The applicant shall submit evidence that the proposed professional study is designed to enlarge the applicant's understanding of educational psychology, to improve teaching techniques, to broaden experience in special fields, or to do research.

6.7.5.2. Approved Travel. Applicants under this provision shall submit a brief statement of the proposed itinerary. Said

*to*

*to*

itinerary must be planned as to evidence specific ways in which the trip will contribute to the improvement of the applicant's services with respect to the particular educational field in which he/she is engaged.

- 6.7.5.3 A combination of travel and study may be allowed.
- 6.7.6. If necessary, and subject to appropriate arrangements, a sabbatical leave may be taken in two (2) separate six (6) month periods or separate quarters provided that the leave is commenced and completed within a three (3) year period.
- 6.7.7. The teacher must submit a suitable bond indemnifying the District for any salary paid the employee during the period of sabbatical leave in the event said teacher fails to return and to render two (2) full years of service in said District following the termination of sabbatical leave, or in the event said teacher fails to fulfill the sabbatical leave program approved by the District.
- 6.7.8. Failure of a teacher to return and render service or to complete the scheduled program of study or travel shall not result in a forfeiture of the bond when such failure is due to death, or certified by a physician that failure was due to physical or mental disability.

The salary for the teacher on sabbatical leave shall be the amount paid for Class I, Step 1, of the current salary schedule of the District for the year in which such leave is granted. The salary may be paid in the same manner that said teacher would normally be paid if teaching in the District.

- 6.7.9. At the expiration of the leave of absence, the teacher shall, unless he/she otherwise agrees, be reinstated in the position held at the time of granting of the sabbatical leave, or in the position within the scope of his certification.

- 6.7.10. A teacher returning from sabbatical leave will be placed on the salary schedule as if the teacher had remained in active service.

- 6.7.11. The number of teachers on sabbatical leave during any one (1) semester shall be determined by the District. Should more than this number apply for leave for the same semester, the granting of such leave shall be governed by:

6.7.11.1. Meet needs of District; e.g., shortage of credentials;

6.7.11.2. Relative merits of reasons for requesting leave;

6.7.11.3. Reasonable distribution of applicants by teaching levels;

6.7.11.4. Priority of application;

6.7.11.5. Recency and number of applicant's previous leaves; and

6.7.11.6. Seniority.

6.8. Industrial Accident and Illness Leave

*no changes*

- 6.8.1. The accident or illness must have arisen out of and in the course of the employment of the teacher and must be accepted as a bonafide injury or illness arising out of and in the course of employment by either the State Compensation Insurance Fund or another carrier.
- 6.8.2. The teacher shall notify the District Administrative Office immediately when an injury or illness arising out of and in the course of employment occurs.
- 6.8.3. Allowable leave for such accident or illness shall be for a period of sixty (60) days. Such leave shall commence on the first day of absence.
- 6.8.4. Should the leave overlap into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.
- 6.8.5. The leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 6.8.6. During any paid leave of absence, the employee shall be paid such portion of the salary due him for any month in which the absence occurs, when added to his/her temporary disability indemnity will result in a payment not to exceed his/her full salary. While on paid industrial accident or illness leave, the teacher shall endorse to the District the temporary disability indemnity checks received. The District in turn shall issue the employee appropriate salary warrants and shall deduct there from retirement and other authorized or required contributions.
- 6.8.7. Upon termination of the leave, the teacher shall be entitled to sick leave, and absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. If the teacher continues to receive temporary disability indemnity, he/she may elect to take as much accumulated sick leave which when added to temporary disability indemnity will result in a payment of not more than full salary.
- 6.8.8. Any teacher receiving benefits under these rules and regulations

shall, during the period of illness or injury, remain within the State of California unless the District authorizes travel outside the state.

6.9 Adoption Leave

*covered under 6.5*

*AK* 6.9.1 ~~The District may provide up to four (4) days leave without loss of pay or benefits to a teacher for adopting a child. Such leave will be allowed under personal necessity, and will be deducted from accumulated sick leave.~~

*JM*

6.9. Educational Improvement Leave (*from 6.10*)

6.9.1. At the discretion of the District, a permanent teacher may be granted a leave of absence without pay for purposes of educational improvement and advancement.

6.9.2. Teachers given leaves of absence under this section shall sign an agreement that the District will be given written notice of no less than thirty (30) days before their intention to return. Failure to provide the District timely notification will be considered as notice that the teacher will not return and that the position is vacant.

6.9.3. A written request for such leave shall be made to the District Office

6.10. Health Leave (*from 6.11*)

*Clarification*

6.10.1. After exhaustion of all other leave entitlements for the same health reason, a regular teacher may, upon request and at the discretion of the District upon a doctor's recommendation, be granted a leave of absence without pay for reasons of health. A written request for such leave shall be made to the District Office.

6.11. Association Leave (*from 6.12*)

*no changes*

6.11.1. The Association president or designee(s) shall be entitled to up to twenty-four (24) days of leave annually for Association business.

6.11.2. Leave taken under this section requires reasonable advance notice.

*AK* 6.11.3. The Association shall pay for the cost of a substitute.

6.12. Personal Leave (*from 6.13*)

*no changes*

6.12.1. The following provisions relate to personal leave:

*JM*

6.12.1.1. Notwithstanding the provisions of Education Code Section 45041, the governing board of a school district shall adopt an alternative method of computing the salary received by a person requiring certification qualifications who serves less than a full school year.

6.12.1.2. Such method shall include the deduction from the employee's regular salary of only that amount paid to a substitute or, if a substitute is not employed, the amount which would have been paid to a substitute for substitute employees.

6.12.1.3. For the purpose of this section, the amount which would have been paid to a substitute is that amount established by the District in a published salary schedule for substitute employees.

6.12.1.4. Such alternative method shall only be applied upon authorization by the School Board based upon individual employee application and shall be limited to not more than five (5) days per school year for each employee.

6.12.2. It is understood and agreed that this policy shall be applicable only to situations which:

6.12.2.1. Require the immediate presence of the teacher; and

6.12.2.2. Involve matters of pressing importance which cannot be conducted outside of school hours.

6.12.3. Absence due to recreation, conferences with spouses, social activities and concerted activities are not eligible for personal leave.

6.12.4. Advance written approval is required. Deductions for such leave shall be the amount paid a substitute for the absent teacher.

6.13. Voluntary Leave (from 6.14)

no change

6.13.1. Leave may be granted without loss of pay at the discretion of the District for attendance at distinctly professional meetings of educational groups. Travel expenses may be allowed for this purpose within the limits of the budget provision

6.13.2. Leaves of absence to attend meetings or conventions of educational associations or societies, or to serve on committees or commissions of such organizations when the activities or purposes of the organization serve to upgrade and strengthen the teaching profession, may be granted upon request of the employee and with or without travel expense to the District.

6.13.3. Leaves of absence may be granted to employees who wish to attend conventions of civic or fraternal groups in which they hold office. The employee's salary shall be deducted the full amount for days absent for such leave.

6.14. Court Appearance (from 6.15) no changes

6.14.1. Teachers may be absent from duty to serve as jurors, court witnesses, or when subpoenaed to accompany a minor child without loss of pay. Fees paid the teacher for such services shall be paid to the District.

6.14.2. Employees called for jury duty and/or as a court witness shall notify their building principal immediately upon receipt of the summons. Notification of return shall be as soon as practicable.

6.14.3. Teachers called for jury duty whose absence tends to disrupt the normal operation of the District and who wish to be excused may forward a request for assistance with their notice to report for examination or for jury duty immediately upon its receipt to the Superintendent.

6.14.4. Upon request, the teacher shall be granted up to six (6) days of leave in any one (1) year charged to accumulated sick leave when unavoidably involved in litigation on school days.

Requests for leave as witnesses or litigants shall be made in writing to the District Office.

6.15. Bereavement Leave (from 6.16) ~~no changes~~

6.15.1. A teacher will be granted five (5) days leave without charge to sick leave on account of the death of a member of the immediate family or upon receiving official notice in the time of war that a member of the "immediate family" is "missing in action." The "immediate family," as used in this section, means:

6.15.1.1 Mother, stepmother, father, stepfather, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, or a grandchild of the employee or the spouse of the employee; an

6.15.1.2 Spouse, son, son-in-law, daughter, daughter-in-law, step-son, or step-daughter, brother, sister, or a foster child, of the employee or any relative living in the immediate household of the employee.

6.15.1.3 "Spouse" as used in this section means a partner in

clarification of "spouse" (M)

TS

California

Code

Shu

marriage as defined in Family Care Section 300, including same sex partners or a registered domestic partner.

6.15.2 In addition to Section ~~P.1. above~~ 6.15, a bank of days shall be available to the bargaining unit to attend funerals. The annual number of days in that bank shall be equal to 8% of the number of certificated District employees. Such leave must be taken in full or half-day units and requires at least two (2) days advance notice, if possible, and prior approval. In the event of a funeral of a District employee or student, the District will make a reasonable effort to accommodate the attendance by close friends or teachers thereof in the bargaining unit.

6.16 Earned Leave <sup>From 6.17</sup> *Should this be eliminated? Applicable to year round schedule?*

6.16.1 During the time a teacher is not required to perform regular services to the District, he/she may voluntarily substitute for up to three (3) days per school year for other District teachers.

6.16.2 Certificated staff members may not carry more than three (3) Earned Leave days in their account at any given time.

6.16.3 Certificated staff members may not earn or use more than three (3) Earned Leave days in any given school year.

6.16.4 For exceptional situations and needs, two additional days may be earned and used, subject to the approval of the superintendent or designee.

6.16.5 A teacher's use of days earned through substituting shall not be used for sick leave or concerted activities of any kind.

6.16.6 The following restrictions apply to the use of Earned Leave days:

6.16.6.1 Use of Earned Leave days requires prior approval before more than one (1) day in succession is taken

6.16.6.2 Earned Leave days cannot be taken during the last work week in school year.

6.16.6.3 Earned leave may not be used on the first and/or last day of his or her track without prior supervisor's approval.

6.16.6.4 Earned Leave may not be used on days of Open House, back-to-School Night or Staff Development days.

6.17 Family Care and Medical Leave *(From 6.18)*

6.17.1 The Governing Board shall provide each eligible employee with

leave in accordance with State (Government Code section 12945.2) California Family Rights Act (CFRA) and Federal (29 U.S.C. 2601) Family Medical Leave Acts (FMLA). A summary of the current provisions of these laws will be posted at every work site and available at the District Office. The District's FMLA/CFRA policy and procedures are found in AR 4161.8, available on the District website.

clarification

6.18 Military Leave and Military Veteran's Leave

new leave

6.18.1 Military Veteran's Leave

6.18.1.1 In addition to any other entitlement for leave of absence for illness or injury with pay, a teacher hired on or after January 1, 2017, who is a military veteran with a military service-connected disability rated at 30 percent (30%) or more by the United States Department of Veterans Affairs shall be entitled to leave of absence for illness or injury with pay of up to 12 days for the purpose of undergoing medical treatment for his or her military service-connected disability.

6.18.1.2 Credit for leave of absence for illness or injury granted under this Section 6.18.1 shall be credited to a qualifying teacher on the first day of employment and shall remain available for use for the following twelve (12) months of employment.

6.18.1.3 Leave of absence for illness or injury credited pursuant to this Section that is not used during the 12-month period shall not be carried over and shall be forfeited.

6.18.1.4 Submission of satisfactory proof that a leave of absence for illness or injury granted under this Section 6.18.1 is used for treatment of a military service-connected disability may be required by the District.

6.18.1.5 A teacher, as described in Section 6.18.1.1 employed less than five (5) days per week shall be entitled to ~~that~~ proportion of ~~ten (10)~~ days leave of absence for illness or injury granted pursuant to Section 6.18.1.1 as number of days he or she is employed bears to five (5).

twelve (12)

6.18.2 Military Leave

Military leave shall be allowed as required by law.

WMS

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April 5, 2017

Professional Stipends (rev. 3) 4-5-2017

Article 14

4/5/17  
JR

NR  
4/5/17

Bargaining Team Proposal	Factor
Counselors 7-8	30
Teacher in Charge (1 @ each site)	30
Activity Director (1 @ ea MS)	50
Department Chairs (5 ea at 3 MS): SS, Sci, Eng, Math, PE	30
Elementary Leadership (6 ea @ 10 Elem sites)	20
Electives Coordinator (1 @ ea MS)	30
Sixth Grade Coordinator (2 @ ea MS)	30
Sixth Grade Camp for any staff attending camp overnights	20
Safety Patrol at all sites (13 @ factor of 30)	30
Club Advisors (8 ea @ each MS)	20
Renaissance Coordinator (1 @ ea MS)	30
Athletic Director (1 @ ea MS)	50
Yearbook (1 @ ea MS)	30
Student Council (1 @ ea Elem)	10

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Sports	Weeks	Factor (weeks * 5)
Basketball G 6	6	30
Basketball G 7	12	60
Basketball G 8	12	60
Basketball B 6	6	30
Basketball B 7	12	60
Basketball B 8	12	60
Football Coed 8	8	40
Volleyball G 6	6	30
Volleyball G 7	8	40
Volleyball G 8	8	40
Coed Wrestling #1 6-8	8	40
Coed Wrestling #2 6-8	8	40
Softball G 6	6	30
Softball G 7	8	40
Softball G 8	8	40
Coed Track #1 6-8	8	40
Coed Track #2 6-8	8	40
Cross Country Coed 6-8	8	40
Total		760
Balance for Flex		220