

**TENTATIVE AGREEMENT**

**Between**

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

**And the**

**Sylvan Union School District**

**March 2, 2018**

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 11 TEACHER SAFETY:** This article shall be amended as attached.

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

**Paragraph 14.1** includes a 2017-2018 salary schedule increase of 1.56 % over the 2016-17 salary schedule, effective retroactively to July 1, 2017, and ongoing for the 2018-2019 salary schedule. The Masters Stipend shall increase to \$2,152 effective retroactively to July 1, 2017. The Doctorate Stipend shall increase to \$2,463 effective retroactively July 1, 2017.

The salary schedule for School Psychologists and Board Certified Behavior Analysts will include the same certificated Master's Stipend and Doctorate Stipend effective retroactively to July 1, 2017.

**Paragraph 14.3** Establishes a new hourly rate of \$35.08.

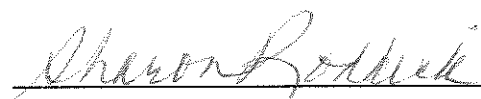
For SEA:

Date: 3/2/18

For SUSD:

Date: 3/2/2018





## 11. TEACHER SAFETY

11.1. The Sylvan Union School District strives to promote a safe and orderly work environment for all.

~~11.1.11.2.~~ A teacher may use such reasonable force as is necessary and legally appropriate to protect him/herself from attack, to protect another person, to prevent damage to property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a student. In the event of any disorder or disruption in the regular school program a good faith effort will be made to ensure teacher safety.

~~11.2.11.3.~~ Whenever any teacher of the District is attacked, assaulted, or menaced by anyone, it shall be the duty of such teacher, and/or any person under whose direction or supervision such teacher is employed who has knowledge of such incident, to promptly report the incident to the appropriate proper law enforcement authorities. The District shall not impose any sanctions against a unit member for reporting the incident to law enforcement authorities.

~~11.3.11.4.~~ Administrators shall deal promptly with all threats made against teachers. Anyone who threatens a teacher shall be reported to the proper law enforcement authorities immediately. Teachers shall be notified of subsequent actions taken by administration including the notification of law enforcement.

~~11.4.11.5.~~ Injury and Property Claim Process Certified employees shall not be required to perform tasks which knowingly endanger their safety. In the event of any disorder or disruption in the regular school program, a good faith effort will be made to ensure teacher safety.

11.5.1 Any time a member is involved in a physical interaction with any person that creates, or may result in, physical injury; or, any time a member has a physical accident (commonly a slip, trip, or fall), the member shall, within 24 hours, complete and submit to their supervisor a Report of Injury form (available from Office Manager). Procedures for the provision of Worker's Compensation will be followed.

11.5.2 The District does not reimburse members for the damage or loss of personal property. Members are to take all reasonable means to secure any personal items brought onto District property. In some instances the District may consider reimbursement on a case by case basis. Claim forms for property items may be requested from the Superintendent's Office. Any Claim submitted will be subject to Board approval.

~~11.5.~~

11.6 A bargaining unit member may suspend a pupil from his/her class for the day of the suspension and the following day for any act that disrupts or diminished the education process in accordance with Education Code section 48900 and 48910.

11.6.1 The unit member shall immediately report the suspension to the site administrator (or his/her designee) and send the pupil to the administrator (or his/her designee) for appropriate action.

11.6.2 As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. A school counselor or school psychologist may attend the conference.

11.6.3 At the request of the unit member or the parent or guardian, the administrator shall be present at all subsequent meetings regarding the suspension.

11.6.4 The pupil shall not be returned to the unit member's class during the period of suspension without the unit member's concurrence.

11.6.5 The pupil shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

11.6.6 A unit member may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the designee of the principal for consideration of a suspension from the school.

11.7 The District and unit members shall conform to and comply with all health, safety and sanitation requirements imposed by local, state, or federal law or regulations adopted under local, state or federal law.

~~11.6.~~ 11.8 Qualified nurses shall be the only teachers to provide and conduct necessary medical procedures that include:

~~11.6.1-11.5.1.~~ Gastrostomy and nasogastric tube feeding

~~11.6.2-11.5.2.~~ Sterile or clean catheterization

~~11.6.3-11.5.3.~~ Glucometer testing

~~11.6.4-11.5.4.~~ Wound irrigations and sterile dressings

~~11.6.5-11.5.5.~~ Tracheostomy care and suctioning

~~11.6.6-11.5.6.~~ Oral and nasal suctioning

~~11.6.7-11.5.7.~~ Ventilator care

~~11.6.8-11.5.8.~~ Changing or emptying drainage bags (urinary, ileostomy, and colostomy)

~~11.6.9-11.5.9.~~ Injections

~~11.6.10-11.5.10.~~ Intravenous infusions

~~11.6.11-11.5.11.~~ Stoma care

~~11.6.12-11.5.12.~~ Oxygen therapy

~~11.6.13-11.5.13.~~ Heparin lock flushes

~~11.6.14-11.5.14.~~ Arteriovenous fistula care

~~11.7.~~ 11.9 Any other specialized healthcare procedures not listed above will be evaluated on an individual basis by the school nurse to determine the level of care.