

**Tentative Agreement  
Between  
Sylvan Educators Association (CTA) (NEA)  
And the  
Sylvan Union School District**

**March 18, 2019**

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 1: AGREEMENT**

This Agreement shall remain in full force and effect from July 1, 2018, until June 30, 2021.

**ARTICLE 2: RECOGNITION**

This article shall be amended as attached.

**ARTICLE 6: LEAVES**

This article shall be amended as attached.

**ARTICLE 7: TRANSFER**

This article shall be amended as attached.

**ARTICLE 9: HOURS of EMPLOYMENT**

This article shall be amended as attached.

**ARTICLE 11: TEACHER SAFETY including the following:**

~~11.8 Qualified nurses shall be the only teachers to provide and conduct necessary medical procedures that include: Gastrostomy and nasogastric tube feeding Sterile or clean catheterization Glucometer testing Wound irrigations and sterile dressings Tracheostomy care and suctioning Oral and nasal suctioning Ventilator care Changing or emptying drainage bags (urinary, ileostomy, and colostomy) Injections Intravenous infusions Stoma care Oxygen therapy Heparin lock flushes Arteriovenous fistula care. Only credentialed nurses shall provide and conduct medical procedures including those prescribed or directed by a physician or other qualified health professional.~~

**ARTICLE 14: WAGES**

**Paragraph 14.1** Includes a 2018-2019 salary schedule increase of 3.71% over the 2017-2018 salary schedule, effective retroactively to July 1, 2018, and ongoing for the 2018-2019 salary schedule. The Master's Stipend shall increase to \$2232 effective retroactively to July 1, 2018. The Doctorate Stipend shall increase to \$2607 effective retroactively to July 1, 2018.

The salary schedule percentage increase for School Psychologist, Board Certified Behavior Analysts and Credentialed Nurses will match that of the Certificated Salary Schedule.

Current:

~~14.1.2 The District and SEA agree that certificated employees in continuous district employment shall, one year after reaching step 14, column G of the salary schedule, receive their first longevity increase (increment L1). Thereafter, additional longevity increases shall continue to be granted after each additional 5 years of employment by the District (increments L2, L3, L4, L5, L6)~~

Proposed:

14.1.2 The District and SEA agree that, effective July 1, 2018, certificated employees in continuous District employment shall, when reaching Column G, be placed on the step corresponding with the number of years in District service, as defined in Section 14.9.1, following initial placement. Thereafter, additional longevity increases shall continue to be granted after each additional 5 years of employment by the District (increments L2, L3, L4, L5, L6)

14.8.3 ORIGINAL PLACEMENT Beginning July 1, 2018, regularly credentialed teachers shall be allowed 1 (one) full step on the salary schedule for each year of satisfactory out of district or in-district experience provided the experience was gained within the previous fourteen (14) years.

Paragraph 14.3 Establishes a new hourly rate of \$36.38

ARTICLE 18 JOB-SHARED CONTRACTS including the following:

18.2.8.3 Staff Development Activities (as appropriate): If a training or professional development day is added during the school year, after approval of the job share calendar, the educator scheduled to be off on that day, may opt to attend. If a training or professional development day is added during the school year and falls on a scheduled work day, the educator in the job-share is required to attend.

For SEA:



Date: 4-1-19

For SUSD:



Date: 4-1-19

**ARTICLE 2: RECOGNITION**

2.1 The District recognizes the Association as the exclusive representative for the following unit:

Classroom Teachers	Assistants to the Principal
Psychologists	Librarians/Media Specialists
<u>Credentialed</u> Nurses	Temporary Teachers
Resource Specialists	Part-Time Teachers
Music Specialists	Speech & Language Pathologists
Instrumental Music Teachers	English Language Development Teachers
Art Specialists	School Improvement Program Teachers
Title 1 Teachers	Teachers on Special Assignment
Counselors	<u>Board Certified Behavior Analysts</u>

2.2 This unit shall exclude other certificated employees, including but not limited to management, supervisory, confidential, substitutes, and summer employees.

## **Article 6: LEAVES**

### **6.3 Catastrophic Leave Bank – Initial and Extended**

#### **6.3.1 Creation and Purpose: Initial Catastrophic Leave:**

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.

6.3.1.5 The purpose of the Catastrophic Leave Bank is for a unit member to be provided paid sick leave, once his/her sick leave balance is exhausted, due to an incapacitating medical condition or injury. The purpose of the Bank is for income protection and not to restore service days to qualify and be eligible for retirement benefits.

#### **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 hires 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 nonparticipating 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 (qualifying event) that is expected to incapacitate (temporarily or permanently be impaired by mental and/or physical deficiency, disability, illness to the extent he or she lacks sufficient understanding to make rational decisions or engage in responsible actions or care for him/herself) 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. Initial Catastrophic Leave shall only be used for sick self.

6.3.3.2 Participants must use all sick leave (but, not differential leave), as defined in Article 6.2.1 available to them before eligible for a withdrawal from the Bank. Regardless of the onset of need for this leave, a request for withdrawal from the Bank shall occur no later than thirty (30) days from when the event, illness, or injury becomes incapacitating.

[Articles 6.3.3.3 – 6.3.3.13 remain the same with no changes to contract language.  
Article 6.3.4 remains the same with no changes to contract language.]

### **6.3.5 Extended Catastrophic Leave**

6.3.5.1 The purpose of Extended Catastrophic Leave is to provide additional sick leave for members who are eligible for withdrawals from the Catastrophic Leave Bank and who have exhausted all available sick leave and Initial Catastrophic Leave Bank days.

6.3.5.2 The purpose of the Extended Leave Bank is for a unit member to be provided paid sick leave, once his/her sick balance is exhausted, due to an incapacitating medical condition and/or injury. As outlined in 6.3.3.1, the purpose of the bank is for income protection and not to restore service days to qualify and be eligible for full retirement benefits.

6.3.5.3 A request for use of Extended Catastrophic Leave must be submitted no later than 36 months of the qualifying event and only after all Initial Catastrophic Bank days have been exhausted. Extended Catastrophic Leave shall only be used for sick self. Extended Catastrophic Leave will only be granted one time in the tenure of the member's employment with the district, not to exceed 100 days of leave in a 12 month period.

6.3.5.4 Extended Catastrophic Committee: The Extended 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.

6.3.5.5 Extended Catastrophic Request: A member shall request use of Extended Catastrophic Leave in writing to the Assistant Superintendent of Human Resources or his/her designee. The request shall be shared with committee members. 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.

6.3.5.6 Donation of Days to Extended Catastrophic Bank: Once granted, the Human Resources Department will send out a request for donation of sick days from unit members ( the requesting member's name will remain confidential). A member may donate an unlimited number of days, when his/her current sick leave balance is greater than ten (10) days of sick leave at the time of the donation. A member's donation is specific to a given request and will not be utilized in a pool for subsequent request. Members shall have five (5) working days to submit the donation electronically to the Human Resources Department. Selection of donated sick days shall be randomized. Donors' days will be utilized one day at a time until the granted number of days is fulfilled. Any unused donated days, will be returned to the donor's sick leave balance. Should the number of donated days not meet the request, the District is not obligated to fulfill the remaining balance of days.

## **6.6 Personal Necessity Leave**

6.6.1 A teacher may use up to ten (10) days of accumulated sick leave annually, at the election of the teacher, in case of personal necessity, three (3) of which can be taken as "No Tell" (See 6.6.3).

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/her 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.~~

6.6.3 "No Tell" days are a type of personal necessity leave for which no more than three (3) days can be used per year and do not require prior approval. "No Tell" days shall be used for any personal and compelling purpose other than recreation or concerted activities. "No Tell" days used on Open House and Back-to-School Night or the first and/or last day of instruction require prior notification to the supervisor. Unused "No Tell" days do not carry over to the next school year. "No Tell" days are non-cumulative and are deducted from the member's accumulated personal necessity (sick) leave balance.

~~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.~~

6.6.4 Personal Necessity is defined as an activity which is unavoidable, inevitable, or indispensable, and cannot be taken care of at any time other than during the regularly scheduled professional day.

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

6.6.5 The teacher shall notify the District in advance of taking Personal Necessity Leave, other than 6.6.3 above. The teacher shall verify that the absence was not for one or more of the two prohibited uses: recreation or concerted activity. Examples of Personal Necessity may include but are not limited to: school graduation, child's school or licensed childcare related activity, college or university drop-off or pick-up, legal appointments, religious observances, STRS appointment, conference paid for by employee, ill and/or dying extended family member.

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.

## **6.15 Bereavement Leave**

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

## Article 7: TRANSFER

Following def's 7.21-7.28

7.3 Intent forms shall be distributed by the District prior to January 15 of each year. Teachers shall return their intent forms by February 1. The purpose of the intent form is to give notice if the educator will remain an employee in the district, resign or retire for the following school year.

7.4 The District has the absolute right to fill one (1) vacancy during the school year from any source it deems appropriate. The District will notify the SEA President within 10 days of receipt of a written request as to the reason for an involuntary transfer.

### 7.5 Voluntary Transfer-Current Staff Preference

7.5.1 By April 1, the site administrator and/or District designee will meet with faculty to communicate the educational needs of the school site including department, tracks, grade levels, and subject areas. Site faculty shall have first consideration for all communicated site staffing needs.

7.5.2 7.5.5.4: In the determination of voluntary transfers (see definition 7.2.3) or reassignments (see definition 7.2.4), the wishes of the individual shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. If more than one (1) teacher has applied for the same position, the determination of assignment will be made by the District on the basis of seniority, qualification, recency of experience, successful performance in the District, and effects of the transfer/reassignment on the sending and receiving schools.

In the event the more senior employee is bypassed, upon request of said employee the District shall provide a written statement detailing reasons for its decision.

7.5.3 7.5.6 Final determination as to who receives the position shall be made by the ~~District Administrator in charge of Personnel~~ Assistant Superintendent of Human Resources or his/her designee.

7.5.4 7.5.6. Pre-April 10 Vacancies:

~~7.5.1.1. Intent forms shall be distributed by the District prior to January 15 of each year. Teachers shall return their intent forms by February 1.~~

7.5.4.1 7.5.1.2: The Assistant Superintendent of Human Resources shall electronically post vacancy lists concurrently for both internal and external candidates, for the following school year at all sites by April 10.

7.5.4.2 7.5.1.3 District certificated staff shall submit the transfer request form to notify the Assistant Superintendent of Human Resources no later than April 20 by April 15 of their interest intent to request preference for a these posted vacancy vacancies. Only teachers with Probationary II or Permanent status are eligible to participate in this process.

7.5.1.4. District teachers making their intent known prior to April 15 shall have preference for the posted vacancies.

#### 7.5.5 7.5.2 Vacancy Notification and Request Form

7.5.5.1 Beginning May 1 until June 30, Certificated members will be notified electronically of posted vacancies. Certificated members shall submit the transfer request form for the vacancy to the Assistant Superintendent of Human Resources prior to the close date of the internal posting.

7.5.6 7.5.3.2 A certificated employee may request a transfer/reassignment to any position for which he/she is certificated and competent to perform the normal services associated with the position.

7.5.7 7.5.4.3. Upon the Certificated member's written request, the Certificated member teachers will be notified in writing as to the reason(s) for not granting his/her their requests for transfer/reassignment.

7.5.8 7.5.7.6. Teachers requesting transfer from a site that is on year-round school shall be given right of first refusal over non-year-round school site teachers seeking the same non-year-round school site vacancy where the YRE teacher was initially assigned to that site at the time the site commenced YRE operation.

7.5.9 After June 30 all vacancies shall continue to be posted for external candidates and employee transfer request forms will not be considered for the next school year starting July 1.

### Timeline for Transfers

Date	Action	Responsible Party
Prior to April 1st	Site Communication regarding program and staffing	Site or District Admin
<u>Prior to April 10</u>	<u>Site vacancies communicated (see articles 7.5.20 and 7.5.3)</u>	<u>Site Admin</u>
April 10	Post district vacancies (for internal transfers)	District Admin
April 10-20	Educator may submit transfer request for vacancy	Educator
May 1-June 30	Communicate vacancies electronically	District
May 1-June 30	Educator may submit electronic transfer request form	Educator
<u>After June 30</u>	<u>All vacancies will continue to be posted for external candidates</u>	<u>District Admin</u>

### 7.6. Year-Round School Site Level Track Assignments

7.6.1. The site administrator will meet with the faculty to discuss the educational program needs of the school, tracks, grade levels, and subject areas.

7.6.2. Once the educational needs of the school have been identified, the following process will be utilized for determining the assignment of a site teacher to a track:

7.6.2.1. Teachers will meet by grade level or department and attempt to mutually agree to their individual track assignments, within a time frame specified by the site administrator. If mutual agreement cannot be reached and more than one (1) person has requested the same position on a track, the following criteria shall be

applied by the site administrator before making the final recommendation for placement to the District Administrator in charge of personnel or his/he designee:

Training in special program(s) relevant to the positions  
Credentials  
Major(s)/Minor(s)  
Recent experience in subject areas

7.6.2.2. District seniority shall be considered if all the above factors are judged to be equal.

~~7.6.3. Final determination as to who receives the position shall be made by the District Administrator in charge of Personnel or his/her designee.~~

7.9 7.4 In the event the teacher is transferred/reassigned during the contracted time (mid-school year) that he/she is teaching, said employee shall be allowed 1 release day for preparation prior to the effective date of the transfer/reassignment to a new grade level. That classroom teacher will be allowed 2 days if this transfer results in a change of school sites; one of those days will be a release day, the second will be in the form of compensation at the hourly rate, up to 8 hours, via a claim form, for non-contract time (i.e., weekend) spent preparing. All such time must be taken within a window of one month prior to the move.

## Article 9: Hours of Employment

9.1. The full-time teacher workday shall include regularly assigned instructional duties and responsibilities in accordance with past practice. (See Article 9.14-22)

9.2. On Fridays, and days preceding holidays, teachers may leave as soon as their student responsibilities have been completed, provided supervisory duties, reports or conferences have been completed.

9.3. The District will convene a joint calendar committee no later than November 1<sup>st</sup>. The purpose of the joint calendar committee is to develop draft school calendars for the upcoming school year. The joint committee will seek input and feedback from members in order to develop a final proposed calendar to be approved by the Board of Trustees in open session. If the board did not approve the proposed calendar, the board will direct district staff on steps for resolution which may include returning the calendar to the committee.

9.3.1 A joint committee comprised of two (2) SUSD and two (2) SEA designees shall convene and collaborate after seeking input/feedback from members regarding preferences for the upcoming year's calendar of events, including, Back to School Night, Parent Conferences, and Open House, no later than April 30<sup>th</sup>.

9.3.2 A jointly agreed upon calendar when available, shall be distributed.

9.4. The District agrees to make no change in officially adopted District policy concerning hours of employment (including adjunct duties), lunch periods, minimum days, preparation periods in grades 6-8, or rest periods, without consultation with the Association.

9.5. During the time when the K-6 regularly assigned teacher's class is being taught by a certificated teacher, such as Librarian, Art, or Music teacher, the regularly assigned teacher may leave his/her classroom for purposes of class preparation. Art and Music substitutes, if available, will be hired when those specialists are absent. The parties to this Agreement acknowledge that the total preparation minutes per week may not be the same for all regularly assigned teachers.

9.6. The exercise of District discretion to excuse a teacher from the requirements of a normal work day shall not be construed as discriminatory treatment of teachers whose salary is deducted for unauthorized absences.

9.7. The District may require two hundred (200) minutes of instructional time daily in kindergarten.

9.8. Monday shall be set aside as school staff meeting days. The District respects the time of professional educators and will regularly address, at least annually, the topic of meaningful, effective and time efficient faculty meetings with site administrators.

9.14 The teacher/student day shall be as follows:

180 Instructional Days (Traditional)  
200 Minutes Daily Instructional Time: Grades TK and K  
300 Minutes Daily Instructional Time: Grade 1-3  
310 Minutes Daily Instructional Time: Grades 4-6 4-5  
335 Minutes Daily Instructional Time: Grades 7 6-8

173 Instructional Days (YRE)  
210 Minutes Daily Instructional Time: Grades TK and K  
315 Minutes Daily Instructional Time: Grades 1 - 3  
325 Minutes Daily Instructional Time: Grades 4—6 4-5  
345 Minutes Daily Instructional Time: Grades 7—8 6-8

9.15 A Professional Learning Community (PLC) is an interdependent team who work collaboratively in recurring cycles of collective inquiry and action research to achieve academic growth for all students.

- The District and SEA seek to support the team collaboration process and recognize that dedicated time supports this goal.
- Team collaboration time (PLC process) will be embedded weekly into the workday, Wednesdays, beginning the third week of instruction and ending two weeks prior to end of the school year. PLC teams will not meet on a Wednesday that falls on a federal holiday or on any Wednesday both SEA and the District mutually agree to not hold PLC time.
- With the ongoing support of administration, the work of the Collaborative Teacher Team (CTT) is educator-led within the defined autonomy of an effective PLC, focusing on the four essential questions.

- Early dismissal of students on Wednesdays will enable teams to collaborate uninterrupted in order to address the four essential questions of the PLC:
  - What do we want students to learn?
  - How will we know they are learning?
  - How will we respond when they don't learn?
  - How will we respond if they already know it?
- Student minutes affected by the early dismissal will not be redistributed unless state required minimums are not met.

9.19 Teachers working full-time in grades 7-8 have one (1) preparation period per regular school day. Without alignment with seventh (7<sup>th</sup>) and eighth (8<sup>th</sup>) grade, sixth (6<sup>th</sup>) grade teachers, during parent conference days, are not guaranteed a preparation period.