

TENTATIVE AGREEMENT
Between
CYPRESS SCHOOL DISTRICT
And
ASSOCIATION OF CYPRESS TEACHERS (ACT)

May 16, 2017

The Association of Cypress Teachers and Cypress School District have completed negotiations for the 2016-2017 and 2017-2018 school years and agree to maintain the provisions of the current certificated collective bargaining agreement, except as provided below.

Article 3 - Wages

1. Effective July 1, 2016, increase the 2016-2017 certificated salary schedule by an additional two percent (2%), for a total increase of two and one-half percent (2.5%).
2. Effective July 1, 2017, increase the revised 2016-2017 certificated salary schedule referenced above by an additional half-percent (0.5%).
 - a. The District agrees to reopen negotiations on Article 3 (Wages) in the event the following State budget assumptions for fiscal year 2017/18 are modified by the Department of Finance as follows:
 - Statutory COLA is increased from 1.56% to 2.25%, and
 - The LCFF gap funding percentage is increased from 43.97% to 75%

Article 6 – Leaves

1. *Edit Article 6.B heading: Use of Sick Leave to Care for Family Members (Labor Code 233)*
2. Add bullet formatting to Article 6.C.1, second paragraph
3. *Replace Article 6.D:*

~~Childcare Leave Without Pay~~

- ~~1. The Board of Trustees of the Cypress School District may grant a bargaining unit member a childcare (including adoption) leave of absence without pay:~~
 - ~~a. The certificated employee shall submit the request for childcare leave by May 1st preceding the school year for which the leave is requested.~~
 - ~~b. When a childcare leave is approved by the Board of Trustees, it shall be for the entire school year to avoid disruptions to students. Early termination of a childcare leave and return to employment requested by certificated employee may be approved at the discretion of the Board of Trustees.~~
 - ~~c. The Superintendent, or designee, shall notify the certificated employee by~~

certified mail, by April 1st, that a letter of intent to return to service for the ensuing year is required.

- d. ~~Within ten working days from the date of mailing of the above notice, the certificated employee on leave shall notify the Superintendent or designee, in writing, of his/her intention to return for the following school year. Failure of the certificated employee to comply shall constitute resignation.~~
- e. ~~The childcare leave does not affect the certificated employee's placement on the salary schedule. The certificated employee neither advances nor loses steps on the salary schedule.~~
- f. ~~During the childcare leave of absence, a certificated employee does not accumulate sick leave, or other fringe benefits, but may participate in the District's total insurance program for self and dependents at the certificated employee's own expense.~~
- g. ~~At the conclusion of the childcare leave, the certificated employee, unless he/she otherwise agrees, shall be reinstated in the position held by the certificated employee at the time of the granting of the leave of absence unless affected by the lay-off procedure.~~

Parental Leave

1. Effective January 1, 2017, as provided by Education Code section 44977.5, certificated employees shall be entitled to parental leave as set forth in this section.
2. For purposes of this section, "parental leave" means leave for the purpose of bonding with the certificated employee's newborn child, or with a newly placed child in the certificated employee's household for adoption or foster care. Parental leave does not include leave taken for the certificated employee's disability due to pregnancy, childbirth, or recovery therefrom.
3. Certificated employees shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.
4. When a certificated employee with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to difference pay for the remainder of the 12-week leave.
5. The certificated employee must give the District at least 30 days' advance written notice of his or her intention to use parental leave and the anticipated dates of the leave, except for extenuating circumstances.
6. Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration;

however, the certificated employee may take parental leave in increments of less than 2 weeks on up to two occasions.


7. Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.
4. *Delete Article 6.F.1.f:*
~~Any certificated employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside of the state.~~
5. *Edit Article 6.J.4:*
~~A leave of absence without pay is for emergency situations, such as when a certificated employee does not wish to use sick leave or may have used all sick leave benefits. A request for leave of absence for an entire school year must be submitted by April 1st preceding the school year for which the leave is requested.~~
6. *Edit Article 6.J.7:*
~~When a leave of absence has been for the entire school year, or major portion thereof and concludes with the end of a school year, the procedures outlined in sections D.1.e and D.1.d of this article, regarding intent to return for the ensuing school year, shall be followed employee shall be required to notify the District in writing of his/her intention to return for the following school year. Failure of the certificated employee to comply shall constitute resignation.~~

Term of Agreement

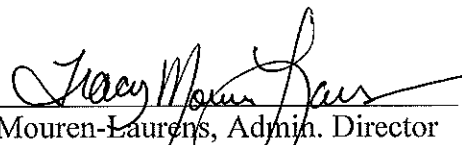
Term of Agreement: Extend the current certificated collective bargaining agreement through June 30, 2018, with no reopeners, subject to Article 3 (Wages), 2.a above.

The parties agree to sunshine their proposals for 2018/19 in the spring of 2018.

RECOMMENDED


Elizabeth Dunagan, Chairperson
Association of Cypress Teachers

Date: 5/16/17


Tracy Mouren-Laurens, Admin. Director
Human Resources

Date: 5/16/17

APPROVED

Isis Ortiz, President
Association of Cypress Teachers

Date: _____

Brian Nakamura, President
Board of Trustees

Date: _____