

DISTRICT COUNTER PROPOSAL

November 10, 2011

The District appreciates CVSTA's effort to work cooperatively with the District to bring negotiations and pending disputes to resolution. In the same spirit, the following proposal is a comprehensive, package proposal; rejection of one item constitutes rejection of all items. This does not preclude discussion of individual items. If agreement is reached, all proposals not otherwise covered by or addressed by the agreement are deemed withdrawn. Further, all pending grievances including but not limited to 1011-14, 1011-15, 1011-22 and 1112-03 shall be deemed withdrawn with prejudice.

ARTICLE 2: Term of Agreement

The term of this agreement shall be three years from July 1, 2011 through June 30, 2014. For the 2012/2013 school year only, Articles 3 and 5 are automatic reopeners; each party may also reopen one additional item.

ARTICLE 3: Compensation

ARTICLE 5: Health and Welfare Benefits

As discussed during the previous negotiations, the District has limited funds available to increase the compensation package available to unit members including contributions towards health and welfare benefits. CVSTA may choose from one of the following options which represent the maximum dollars available for increased District contributions towards compensation and/or health and welfare benefits:

Option	Salary Schedule Increase	Benefits Increase
A	0.5%	\$1,300
B	0.75%	\$1,100
C	1.0%	\$1,000
D	1.75%	\$450

District further proposes to amend Appendix A as specified in the attached exhibit.

Article 3: Compensation

3.7 Counselors and School Psychologists:

3.7.1 Counselors shall be employed for a period of ~~ten (10)~~ twelve (12) days in addition to the teacher's work year, and shall be compensated at the individual's per diem of pay for each day worked. (See Article 3.5.) DIS

to CVSTA
1:50pm.

Counselors and School Psychologists shall be employed on an "as needed" basis (as determined by the District) for a period of up to ten (10) days in addition to the teacher's work year, and shall be compensated at the individual's per diem rate of pay for each day worked. Any additional days of work will be determined with the mutual consent of the employee and the District.

3.10 Department Chairpersons

3.10.1 The employee's position on Salary Schedule A shall be established as a base.

3.10.2 The stipend shall be a percentage of the established base salary.

3.10.3 The stipend for Department Chairpersons of small departments (~~6-19~~ 6 to 20 teaching periods) is ~~3%~~ 4%.

3.10.4 The stipend for Department Chairpersons of large departments (~~20 or more~~ 21 to 39 teaching periods) is ~~6%~~ 7%.

3.10.5 Department Chairpersons of departments with ~~more than 60~~ 40 or more teaching periods shall receive a 7% stipend and also have one period of release time for department management.

3.10.6 Department Chairperson Selection Process

3.10.6.1 Department Chairpersons shall be elected for three (3) year terms, subject to yearly review by the lead site Principal. For the purposes of this article, a unit member must be assigned to a department for fifty percent (50%) or more of their his/her contracted assignment to be considered a member of that department and to be eligible to serve as Chairperson. Department Chairpersons shall be elected by a formal majority vote of department members, subject to approval of the lead site principal. If the elected chairperson is not confirmed by the lead site principal, then a second election shall be conducted. ~~If the lead site principal does not confirm the results of a second election, he/she shall appoint a chairperson for that department for a one (1) year term. The election process shall be repeated by the department at the conclusion of the appointed one (1) year term.~~ Voting for Department Chairpersons shall be conducted exclusively by the teachers. The results will be delivered to the site principal and the election shall take place no later than May 31st of each year. ~~beginning with the 2006-2007 school year.~~

Positions shall be advertised to district certificated employees at large. The election rotation shall be as follows:

- ~~First Year (Starting 2006-2007)~~ 2012-2013: Business, Home Economics, Math, Science, & ELD
- ~~Second Year (Starting 2007-2008)~~ 2013-2014: English, Fine & Performing Arts, & Social Studies
- ~~Third Year (Starting 2008-2009)~~ 2011-2012: Foreign Language, Industrial Technology, & PE, & Special Education
- ~~The Special Education Department Chairperson elections shall be included with the First Year group rotation (starting 2010-2011)~~

The following criteria shall be used as a basis for selection:

1. Breadth of actual training in discipline;
2. Ability to communicate with colleagues and administration;
- 3, Demonstrated ability to relate the learning process to the academic discipline.

3.10.6.2 In the event an elected or appointed Department Chairperson is unable to complete his/her term due to a leave from the District or resignation or his/her employment is otherwise terminated, a mid-year or mid-term (whichever is applicable) election shall be conducted in accordance with section 3.10.6.1 above at the request of the site administrator. The newly elected Department Chairperson shall complete the remaining term of the individual he/she is replacing so as to avoid interrupting the above-election rotation.

3.10.6.3 Elected Department Heads will not be subject to involuntary transfers during their term of office.

3.16 Other Extra Assignments

3.16.1 Stipend for ELD Coordinator:

3.16.1.1 An ELD Coordinator assigned fewer than 200 students shall receive an eight percent (8%) stipend plus one period of release time

3.16.1.2 An ELD Coordinator assigned a caseload of 200 or more students shall receive a ten percent (10%) stipend plus one period of release

3.16.1.3 In the event a unit member serves as both ELD Coordinator and ELD Department Chair, such unit member shall not be eligible for both stipends. He/she shall instead receive either the stipend for the ELD Coordinator or the Department Chair, whichever is greater.

3.16.2 Stipend for Academy Coordinator: eight percent (8%) plus one period of release time

3.16.3 Stipend for Academy Leadership Team: four percent (4%) (limit of five (5) members per team)

3.16.4 Stipend for AVID Coordinator: eight percent (8%)

The period of release time provided under section 3.16 shall be in addition to the preparation period provided under Article 4, section 4.1

ARTICLE 4: Hours of Employment

- 4.1 The workday for full-time unit members, except those on Salary Schedule D or Salary Schedule C (Adult Education), shall be a maximum of 388 minutes, including a

duty-free nutrition period and ten (10) duty-free minutes before the pupil instructional day, and exclusive of no less than a 35-minute duty-free lunch period. The additional minutes added to the work day which comprises the duty-free nutrition break shall sunset on June 30, 2011, or if federal funding for nutrition is cut.

The work day shall begin with ten (10) duty-free minutes before the pupil instructional day and shall end at the end of the pupil instructional day. Unit members who are full time teachers shall be assigned five instructional periods and one period for preparation each day classes are in session. The preparation period shall be for the primary purpose of carrying out class preparation and professional activities. Counselors, librarians, nurses, psychologists, activities directors, and all other unit members shall be on campus to fulfill their professional responsibilities consistent with their job description.

4.1.5 ~~Faculty meetings will be included within the regular school day. There will be a maximum of one (1) hour per month for meetings beyond the contractual day such as staff, grade level, collaboration or department meetings (except for Department Chairs as they are subject to a special assignment stipend). If mandatory meetings exceed one (1) hour per month beyond the contractual day, affected unit members will be paid at the District's workshop rate for each additional hour worked.~~

4.2 Adult Education unit members shall be in their assigned work locations, and responsible for instructional and other assigned duties for a minimum of twenty (20) ~~thirty~~ (30) hours per week. The Parties further agree that Article 1, section 1.1.9 shall be amended to reflect full time adult education teacher & advisor is 30 or more hours per week.

ARTICLE 7: Transfer & Reassignment

To conclude negotiations over Article 7 and in resolution of pending grievances currently scheduled for arbitration on December 14, 2011, the District agrees to the following:

- Current unit members who were involuntarily transferred for the 2010/2011 and 2011/2012 school year shall be compensated with a one-time stipend in the gross amount of \$800.00; applicable payroll taxes will be withheld. TBC
- Current unit members who were displaced from a department chair position as a result of the 2010/2011 transfers will be paid a one-time stipend in the gross amount of \$2,000.00; applicable payroll taxes will be withheld. TBC
- Parties agree that all bargaining unit members who were actually transferred or reassigned as a result of the 2010/2011 involuntary transfers shall remain in their current assignment at the site where they are currently assigned and shall not be subject to an involuntary transfer effective the date of this Agreement through the 2012/2013 school year, and for those transferred in 11/12, through the 2013/2014 school year.
- Parties further agree that Article 7 shall be revised as follows:

7.4 Involuntary Transfer or Reassignment:

7.4.1 Involuntary transfers/reassignments may be made for any one of the following reasons:

- a) a decrease in the number of students which requires a decrease in the number of unit members at the worksite, or
- b) elimination of program(s) and/or funding, worksite closings, or
- c) upon determination by the Superintendent that an involuntary transfer/reassignment is in the best interest of the District.

7.4.2 A bargaining unit member who is involuntarily transferred and/or reassigned pursuant to this article shall not be subject to another transfer for at least three years from the date of the transfer, unless by mutual agreement with the unit member. Involuntary transfers or reassignments shall not be made outside the unit member's credential(s) unless by mutual consent.

7.4.3 A personal conference with the appropriate administrator shall be granted to any unit member upon request who is involuntarily transferred and/or reassigned. The conference shall be held within five (5) working days of request. During the conference, the unit member shall be advised of the reason(s) for the transfer and/or reassignment. Upon request and within five (5) working days after the conference, the reason(s) shall be sent to the unit member in writing. The unit member shall be notified of the impending transfer or reassignment at the earliest reasonable date the District is aware that a transfer or reassignment will take place. In the event that there must be a transfer or reassignment during the school year because of declining enrollment or enrollment shifts, such a transfer may take effect immediately.

7.4.4 In the event of an involuntary transfer or reassignment, the unit member being transferred or reassigned shall be provided, upon request, one (1) paid working day to prepare and organize his/her classroom environment and materials. The District shall provide assistance in moving a unit member's material to wherever a unit member is being transferred or reassigned.

7.4.5 If the decision to involuntarily transfer a unit member is due to changes in student enrollment or elimination of program(s) and/or funding, the District shall seek volunteers prior to making any involuntary transfer/reassignment. In the event no qualified and credentialed bargaining unit member volunteers for the vacancy, the unit member with the least district seniority and the appropriate credential shall be transferred or reassigned.

7.4.6 Unit members shall not be subject to an involuntary transfer for punitive, retaliatory, arbitrary or capricious reasons.

ARTICLE 8: CLASS SIZE

8.3 The provisions of Article 8 shall not apply to Lloyde High School; however, enrollment for each class shall not exceed 1½ times the district wide pupil-teacher ratio provided in section 8.4 below.

8.4 The district wide pupil-teacher ratio shall be 30.5 students per regular classroom teacher (FTE). [Remainder of provision shall remain unchanged.]

8.4.5 Upon request by the District, CVSTA agrees to reopen negotiations within ten (10) calendar days of such request to discuss increased class size limitations and other options for addressing the changing fiscal needs of the District with particular consideration to the probability of mid-year cuts due to the terms and conditions of the 2011/2012 State Budget.

~~8.4.3.1 Changes to the class size ratios shall sunset on June 30, 2011 unless the District creates a new and on-going revenue source (including a parcel tax), which would trigger returning to the table for further negotiation.~~

8.5.1 Counselors' assigned case load shall not to exceed ~~550:1~~ 500:1, but not less than one (1) counselor per school. AB.

~~8.8 The District shall limit the number of administrators to bargaining unit members to the number indicated by the "Ryan Ratio" of 1 administrator for every 14 classroom teachers. The list of administrators and teachers shall be submitted to CVSTA by the 6th week of the fall semester and the 2nd week of the spring semester.~~ BC
TBC

Except as otherwise expressly provided herein, the remainder of the parties' collective bargaining agreement shall remain unchanged.

CVUHS
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

CVSTA
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

District Proposal: Appendix A

CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT

EXTRA COMPENSATION SCHEDULE

Jobs	Old	Actual	New	New Actual
Athletic Director and Activities Director (Equal) (Teach 3 periods)	10.3% of S-5,C-II	\$5203	11.3%	\$5711
Head FB Coach (Teach 5)	7.3%	\$3690	8.3%	\$4195
Head Coach (Teach 5)	6.3%	\$3184	7.3%	\$3690
Band Director (Teach 5, inc at least 1 band)	5.5%	\$2780	7.0%	\$3538
All Other Asst coaches (Teach 5)	5.3%	\$2679	6.3%	\$3184
Journalism (Teach 5, inc Subject)	4.8%	\$2426	6.3%	\$3184
Yearbook (Teach 5, inc Subject)	4.8%	\$2426	6.3%	\$3184
Drama (Teach 5, inc Subject)	6.0%	\$3033	6.3%	\$3184
Choral (Teach 5, inc Subject)	5.5%	\$2780	6.3%	\$3184
Dance (Teach 5, inc Subject)	4.8%	\$2426	6.3%	\$3184

Notes:

- Cheer, Pep Squad or Drill team: all covered under "Head Coach" above
- Equal: Drama, Choral, Dance, Yearbook, Journalism

TENTATIVE AGREEMENT
November 10, 2011

ARTICLE 6: Leaves of Absence

6.0 The benefits which are expressly provided by this Article are the sole benefits which are part of this Agreement. Other statutory or regulatory leave benefits are neither incorporated, directly or impliedly, into this Agreement nor are such benefits waived by the Association.

6.1 Personal Illness and Injury Leave

6.1.1 Full-time unit members, except those in Adult Education and summer school, shall be entitled to ten (10) days leave with full pay for each school year for reasons of personal illness or injury. Unit members who are scheduled to work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for full-time member in a comparable position.

6.1.2 Adult Education and summer school unit members shall be entitled to .05 hours of paid leave for every hour worked. Summer school sick leave earned only for summer school.

6.1.3 If a unit member does not utilize the full amount of leave as authorized in Section 6.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.

6.1.4 After all accumulated leave as set forth in Section 6.1.3 above is exhausted, additional non-accumulated leave shall be available for a period of time not to exceed five (5) school months, provided that the provisions of Section 6.1.5 below are met. The amount received while on leave shall not be less than 50% of the employee's salary. Leave accumulated during the regular school year shall not be utilized during summer employment.

6.1.5 Where reasonable doubt exists as to the legitimacy of leave under this Article, the District may require a verification of the illness, accident or disability by the unit member's physician. However, if the District requires additional independent verification of the extent of illness, accident or disability, the cost of such examination shall be borne by the District. Upon request by the District, a unit member shall be required to present a physician's verification of fitness to return to duty.

6.1.6 A unit member must see that the District Office is contacted as soon as the need to be absent is known. Failure to provide adequate notice may be grounds for denial of leave with pay.

6.1.7 A full-time unit member who is absent under provisions of this leave for less than a full day shall have accumulated leave reduced in increments of one (1) hour, with any portion of an hour counting as one (1) hour.

6.1.8 Unit members shall notify the District at the earliest reasonable time of their intent to return to work, but at least one hour prior to the unit member's first required duty, and in no event later than 7:00 a.m. on the day of return from leave.

6.1.9 Within thirty (30) days after the end of each quarter, unit members will be provided with a quarterly statement of available sick leave.

6.2 Personal Necessity Leave

6.2.1 Leave which is credited under Section 6.1.1 of this Article may be used at the unit member's election for purposes of personal necessity, provided that the use of such personal necessity leave does not exceed seven (7) days in any school year. Leave under this section shall not be accumulative from year to year.

6.2.2 For purposes of this provision, personal necessity shall be limited to:

- (a) death or serious illness of a member of the unit member's immediate family;
- (b) a serious accident involving the unit member and/or his/her immediate family;
- (c) three days per year at the discretion of the employee;
- (d) visiting his/her child's school in accordance with Labor Code Section 230.8; and
- (e) other personal necessities which are allowed at the discretion of the Superintendent or designee.

6.2.2.1 Under no circumstances shall leave be available for work stoppages, slow-downs, extending holidays or vacations, income producing activities, or attending to matters which could reasonably be scheduled outside of work hours.

6.2.3 For purposes of this provision, an immediate family member shall be limited to: mother, father, former legal guardian, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, the spouse, domestic partner as defined by law, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, any relative living in the immediate household of the unit member.

6.3 Bereavement Leave

6.3.1 A unit member shall be entitled to a maximum of five (5) days leave of absence without loss of salary on account of the death of any member of his/her immediate family.

6.3.2 For purposes of this provision, an immediate family member shall be limited to: mother, father, former legal guardian, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, the spouse, domestic partner as defined by law, mother-in-law, father-in-law, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, any relative living in the immediate household of the unit member.

6.3.3 When appropriate, bereavement leave shall be taken prior to the use of other paid or unpaid leave.

6.4 Leave for Pregnancy Disability

6.4.1 Unit members are entitled to use sick leave as set forth in this Agreement Sections 6.1.1 and 6.1.2 for physical disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child rearing, or child care, but shall be limited to those disabilities as set forth above. Qualifying leave taken under this section shall run concurrently with leave available under the California Pregnancy Disability Leave Law and the Family Care and Medical Leave Act as appropriate.

6.4.2 Following exhaustion of all available sick leave, including differential leave, unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth or recovery therefrom.

6.4.3 Unit members on leave pursuant to Section 6.4.1 and/or 6.4.2 shall request such leave in writing. The unit member's physician shall recommend the duration of such leave, and upon release the physician's written statement shall include a recommendation as to the ability of the unit member to perform her duties. However, if the District requires additional, independent verification of the extent of disability through a physical examination of the unit member by a physician, the cost of such an examination shall be borne by the District.

~~6.5 Leave Without Pay for Pregnancy~~

~~6.5.1 Leave without pay or other benefits shall be granted to a unit member for pregnancy.~~

~~6.5.2 The unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the unit member and her physician wish to begin and end the leave without pay.~~

~~6.5.3 The duration of such leave shall consist of no more than twelve (12) consecutive months. An extension of leave may be granted, not to exceed an additional twelve (12) months.~~

~~6.5.4 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such unit member is on pregnancy leave, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery therefrom.~~

~~6.5.5 There shall not be diminution of employment status under this leave except that no unit member shall be entitled to compensation, vertical step-increment, nor shall the time taken on such leave count toward credit for probationary unit members in earning tenure status.~~

~~6.5.6 If a unit member is on pregnancy leave, and in the event of a miscarriage or death of child subsequent to child birth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member to a position~~

~~as soon as practicable.~~

~~6.5.7 Unit members on unpaid leave shall not be entitled to health and welfare benefits pursuant to Article 5, unless otherwise entitled to benefits under Article 6.11 (Family Care and Medical Leave) but may keep such benefits in force by paying the necessary premiums in advance. Unit members on leave for less than thirty (30) calendar days shall continue to receive such benefits at District expense.~~

~~6.5.8 The unit member on unpaid leave shall be entitled to return to the position held prior to the leave, if available, or, if not available, to a comparable position, but not necessarily at the location where the unit member served prior to such leave.~~

6.6 Other Leaves without Pay

6.6.1 Leave without compensation, vertical step increment, or tenure credit, may be granted for one school year for the following purposes, which include, but are not limited to: Peace Corps, care for a member of the immediate family who is ill, long term illness of a unit member (other than that provided in Article 6.11), adoption and/or care of a child, service in an elected public office, or professional study or research. Leaves granted under this Article may be extended for a maximum of one year at the discretion of the District.

6.6.2 Unit members on unpaid leave shall not be entitled to health and welfare benefits pursuant to Article 5 except as otherwise required by law, but may keep such benefits in force by paying necessary premiums in advance. Unit members on leave for less than thirty (30) calendar days shall continue to receive such benefits at District expense.

6.6.3 The application for such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Personnel Office no later than sixty (60) days before the end of the leave regarding an intent to return to employment in the District

6.6.4 The unit member on leave without pay shall be entitled to return to his/her assignment, if available, or, if not available, to a comparable position, but not necessarily at the location where the unit member served prior to such leave.

6.7 Judicial Leave

6.7.1 Unit members will be provided paid leave for regularly called jury duty up to a maximum of ten (10) working days. The Superintendent, or designee, may extend this leave under extenuating circumstances, including, but not limited to, the completion of a trial to which the employee was assigned prior to the tenth day of service.

6.7.2 The unit member, while serving on jury duty, will receive his/her regular earnings; any amount received for jury service, other than mileage, shall be reimbursed to the District.

6.7.3 Unit members required to be present as witnesses in court will be provided leave in cases where (a) the unit member is under subpoena to be present and testify, (b) the unit member is a respondent with the District, or (c) the unit member is a respondent to charges applying to duties performed within

the scope of District employment, but not including charges brought about through the connivance or misconduct of the unit member.

6.7.4 Any fees, honorariums or costs, other than mileage, paid to the unit member must be reimbursed to the District.

6.7.5 The Association shall encourage unit members to serve jury duty outside the regular school year.

6.8 Industrial Accident Leave

6.8.1 Unit members will be entitled to industrial accident or illness leave for personal injury which has qualified for Workers' Compensation under the provisions of the insurance regulations in effect at the time of the industrial accident or illness.

6.8.2 Such leave shall not exceed sixty (60) work days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

6.8.3 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury involved. At the option of the unit member, and upon prior written notification, another physician may be selected for such examination.

6.8.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the appropriate District insurance carrier which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.

6.8.5 If the unit member fails to endorse to the District any wage loss benefit check received on account of the industrial accident or Illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

6.9 Sabbatical Leave

6.9.1 A unit member ~~under the age of sixty (60)~~, who has satisfactorily completed at least seven (7) full years of service in the District shall be eligible for sabbatical leave once in each eight (8) years. Application may be made during the unit member's seventh consecutive year in the District. A full year of service shall consist of seventy-five percent (75%) of the regular school year, ~~including summer school~~, without absence for illness or other cause. A maximum of two percent (2%) of the certificated personnel on the District's payroll as of September 30th shall be eligible for a sabbatical leave during the following school year.

6.9.2 Criteria for Selection

The selection of unit members to be granted sabbatical leave shall be:

- A. The relative value to the District of the proposed program as submitted by an eligible applicant.
- B. The relationship of sabbatical leave activities to the present assignment of the unit member.
- C. Whether or not the applicant had previously been granted a sabbatical leave.
- D. If other criteria are equal, the seniority of the unit member shall prevail.

6.9.3 Conditions of Leave

Sabbatical leave may be granted for not less than one full semester, nor for more than one academic year. To be eligible for sabbatical leave during the second semester of a school year, a unit member must have completed a minimum of seventy-five percent (75%) service of all work days scheduled during the first semester.

Unit members who are selected for one semester sabbatical leave must take such leave during the second semester, except by mutual consent of the District and the unit member.

Unit members granted sabbatical leave shall render a period of service with the District following his/her return from sabbatical leave which is equal to twice the period of his/her sabbatical leave.

6.9.4 Selection Procedure Candidates for sabbatical leave shall:

- A. Make application to the Assistant Superintendent, Human Resources during the last two weeks of October but in no event later than November 1st. Applications may be obtained from the Personnel Office.
- B. Applications may be considered only for the school year immediately following that during which the application is received. If an applicant is not granted a leave, the person must apply again in a future year in order to be considered.
- C. Applicants shall present as part of their application evidence of satisfactory service as required in this Article, reasons for desiring the leave, proposed length of the leave (with inclusive dates), and any other relevant data to assist the District in making its decision regarding sabbatical leave. The District may conduct interviews, or request additional information for clarification of the proposal.
- D. An applicant whose request for sabbatical leave is approved by the Board of Trustees shall be notified within one week of such approval.

- E. The approval of sabbatical leaves shall be discretionary with the Board of Trustees, and nothing in this Article shall be construed as requiring the Board to approve requests for such leaves.

6.9.5 Compensation While on Leave

- A. The recipient of a sabbatical leave (yearlong or semester) shall receive the difference between his/her base salary and the salary of the replacement teacher/substitute. Base salary is defined as the appropriate step and column placement, including career increments and professional growth incentives, but does not include any form of extra compensation previously earned by the recipient.
- B. At least thirty (30) days prior to the beginning of such leave, the unit member shall furnish the District with a suitable bond indemnifying the District against loss in the event that the unit member fails to render at least two (2) years of service in the District after the appropriate period of service as provided in 6.9.3 above for the District following his/her return from sabbatical leave. Such bond shall be exonerated in the event the failure of such unit member to return and render the required service is caused by the death of the unit member or by a physical or mental disability rendering the person incapable of returning to service.
- C. The unit member shall make arrangements with the District Business Office for the disposition of salary warrants. Such disposition shall be either:
 - 1. Written appointment of a bank to receive the salary warrant, or
 - 2. Disposition according to an appropriate and fully executed power of attorney.

6.9.6 Sick Leave Benefits

Interruption of a sabbatical leave that is caused by serious accident or illness, evidence of which is satisfactory to the Superintendent and Board of Trustees, may allow reconsideration or mutual revision of the objectives of such leave.

In case of such accident or illness, the unit member must:

- A. Notify the Superintendent of the accident or onset of serious illness within ten (10) days, by registered letter.
- B. Upon recovery, be available for immediate return to service. The amount of compensation due under the provision of 6.9.6 shall not be affected if the unit member has complied with 6.9.6 above.

6.9.7 Effect of Sabbatical Leave upon Retirement

Sabbatical leave shall count toward retirement, and the retirement and annuity contributions shall be deducted from unit member's compensation while on such leave.

6.9.8 At the expiration of a sabbatical leave, the unit member who has been granted such leave shall be reinstated unless the person agrees otherwise, in the position held at the time the leave was granted, provided that conditions have not arisen which would have changed conditions, the unit member returning from leave shall be reinstated and be assigned work appropriate to the field of training, with the appropriate salary status including any increments allowed.

6.9.9 Required Reports

Each unit member who has been on sabbatical leave for a full year, or during the previous Spring semester, shall file with the Superintendent's office a written report no later than October 15. A unit member who has been on such leave during the Fall semester only shall file the report no later than the following March 15th. Such report shall contain detailed data as to the activities of the unit member, together with the unit member's appraisal of the professional value of the experience gained while on leave, the manner in which such experience or knowledge gained may be used for the benefit of the students or the school in which the unit member is located, and any other data necessary for a satisfactory report. The Superintendent shall determine that all conditions of the sabbatical leave have been fulfilled. The report shall then be filed with the Assistant Superintendent, Human Resources.

6.10 Leaves of Absence for Critical Illness (Life Threatening) or Injury in the Immediate Family

6.10.1 Leaves of absence with full pay not to exceed five (5) days per school year shall be granted to bargaining unit members upon furnishing of acceptable proof of critical illness or injury in the immediate family. For purposes of this provision, "immediate family" shall be defined as members listed under section 6.2.3 of this Article.

6.10.2 Proof of illness or injury shall be presented to the Superintendent or his designee, if so requested, upon return to duty and shall consist of a signed statement from a licensed physician, surgeon, chiropractor or osteopath, certifying that the absence was caused by illness or injury. Nothing in this section shall discriminate against evidence of treatment and the need therefore by the practice of the religion of any well recognized church or denomination.

6.10.3 moved to 6.11.10 below

~~6.10.3 At the birth of his child, a father may be granted a leave of absence with pay not to exceed five (5) consecutive days during any one school year.~~

6.11 Family Care and Medical Leave/California Family Rights Act ("FMLA/CFRA")

6.11.1 Eligibility - Any employee who has served the District for more than 12 months and who has at least 1,250 hours of service with the District during the 12-month period, shall be eligible to take unpaid family care or medical leave under these provisions of this Administrative Regulations.

(a) Because of the birth of the employee's child, and in order to care for the child.

(b) Because of the placement of a child with the employee for foster care or

in connection with the employee's adoption of the child.

- (c) To care for the employee's child, parent or spouse with a serious health condition.
- (d) Because of the employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

6.11.2 Definitions - For the purpose of this Article, "Child" means a biological, adopted or foster son or daughter, a stepson or stepdaughter, a legal ward or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child.

6.11.2.1 A "serious health condition" includes an illness, injury impairment or mental condition that involves:

- (a) any period of incapacity or treatment in connection with a hospital, hospice or residential medical care facility;
- (b) any period of incapacity requiring absence from work, of more than three (3) calendar days that also involves continuing treatment by (or under the supervision of) a health care provider; or
- (c) continuing treatment of a health care provider for a chronic or long term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days or for prenatal care.

6.11.2.2 "Continuing treatments" include:

- (a) two or more visits to a health care provider;
- (b) two or more treatments by a health care practitioner (e.g., physical therapist) on referral from, or under the direction of a health care provider; or
- (c) a single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.

6.11.3 Duration of Leave

6.11.3.1 Except as provided otherwise under section 6.11.11, family care and medical leave shall not exceed 12 work weeks during any 12 month period. The 12-month period for calculating leave entitlement shall commence on the date the employee's first family care or medical leave begins. The 12 weeks of family care and medical leave to which an employee is entitled under the state law shall run concurrently with the 12 week of family care and medical leave to which an employee is entitled under federal law, except for any leave taken under federal law for disability on account of pregnancy, childbirth, or related medical conditions.

6.11.3.2 The right to take a family care and medical leave is separate and distinct from the right to take a pregnancy disability leave under state law.

6.11.3.3 Leave taken for a birth, or placement for adoption or foster care, must be concluded within one year of the birth or placement.

6.11.4 Terms of Leave

6.11.4.1 During the period of family care or medical leave, the employee shall use his/her accrued vacation leave, or other accrued time off, or any other paid or unpaid time off negotiated with the District.

6.11.4.2 If an employee takes a leave because of the employee's own serious health condition, the employee shall substitute accrued sick leave and/or differential leave during the period of the leave taken pursuant to this Administrative Regulation.

6.11.5 Maintenance of Benefits

6.11.5.1 During the period of family care or medical leave, the employee shall continue to be entitled to participate in the District's health plan and the District shall continue to pay health care premiums under such plan on the same terms as if the employee had continued to work during the period of the leave. Any premium payments required to be made by the employee must be paid at the same time as they would have been due by payroll deduction.

6.11.5.2 The District may recover health insurance premiums paid on behalf of the employee during the period of the family care or medical leave, if both of the following conditions occur: The employee fails to return from leave after the period of leave to which the employee is entitled has expired and the employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under state or federal law or other circumstances beyond the control of the employee.

6.11.6 Advance Notice of Leave/Intent to Return

6.11.6.1 If an employee learns of the need for family care or medical leave more than 30 days before the leave is to begin, he/she shall give the District at least 30 days advance notice. If the employee learns of the need for family care or medical leave fewer than 30 days in advance, he/she shall provide such notice as soon as practicable.

6.11.6.2 If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. If leave is taken intermittently or on a reduced leave schedule, the District may temporarily transfer the employee as permitted by law.

- 6.11.6.3 On or before the first day of an employee's family care or medical leave, the employee shall notify the District of his or her anticipated date of return to work. The District may require periodic updates on the employee's intent to return to work. If, because of changed circumstances, an employee requires more or less leave than originally anticipated, such employee shall give the District at least two business days notice of his or her intent to return to work

6.11.7 Certifications

- 6.11.7.1 An employee's request for leave because of a serious health condition of the employee or to care for a child, spouse or parent who has a serious health condition or for service-member family leave shall be supported by a certification from the health care provider of the person requiring care. This certification shall include:
- (a) The date, if known, on which the serious health condition began; and
 - (b) The probable duration of the condition.
- 6.11.7.2 In addition, if the request for leave is to care for a family member, the certification shall include an estimate of the amount of time the employee needs to care for the person requiring care and a statement that the serious health condition warrants the participation of a family member to provide care during the period of the leave. If the request for leave is based on the employee's own serious health condition, the certification shall include a statement that, due to the serious health condition, the employee is unable to perform the functions of his/her position.
- 6.11.7.3 If the employee is requesting leave for intermittent treatment or leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of the treatment and the expected duration of the leave.
- 6.11.7.4 In any case in which the District has reason to doubt the validity of any certification provided to support an employee's request to take leave because of the employee's own serious health condition, the District may require the opinion of a second and third health care provider consistent with state and federal law.

6.11.8 Reinstatement/Non-Discrimination

Upon granting an employee's request for family care or medical leave, the District shall guarantee to reinstate the employee in the same or comparable position when the leave ends to the extent required by law.

6.11.9 Notifications

The District shall provide all notifications as required by law regarding employee's rights and obligations pertaining to family care and medical leaves.

6.11.10 Due to the birth or adoption of a child, a parent shall be granted a leave of absence with pay not to exceed five (5) days during any one school year. Such paid leave shall be taken within sixty (60) days of the birth or adoption of the child and shall run concurrently with FMLA/CFRA leave.

6.11.11 **Service-Member Family Leave.**

- a. **Eligibility.** A bargaining unit member who is eligible under for FMLA/CFRA and who is the spouse, son, daughter, parent, or next of kin of a covered service-member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. "Next of kin," used with respect to an individual, means the nearest blood relative of that individual. "Covered Service-member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- b. **Coordination with FMLA.** As an augmentation of FMLA, Servicemember Family Leave, during the single 12-month period described in this Service-member Leave section, an eligible unit member shall be entitled to no more than a combined total of 26 workweeks of leave under FMLA.

6.12 Catastrophic Leave

6.12.1 Creation

- 6.12.1.1 The Association and the District agree to create a Catastrophic Leave Bank effective September 1, 1997.
- 6.12.1.2 For the purpose of this section, a "day" shall be any day a unit member is expected to be on duty as determined by the terms of this agreement.
- 6.12.1.3 Days shall be contributed to the bank and withdrawn from the bank without regard to the daily rate of pay of the participant.

6.12.2 Eligibility & Contributions

- 6.12.2.1 All unit members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank.
- 6.12.2.2 Participation is voluntary, but requires contribution to the Bank. Only Contributors will be permitted to withdraw from the bank.

- 6.12.2.3 The contribution, on the appropriate District form, shall be authorized by the unit member.
- 6.12.2.4 Donations to the Bank are irrevocable.
- 6.12.2.5 Contributions shall be made between September 1st and October 1st of each school year.
- 6.12.2.6 The annual rate of contribution by each participating unit member shall be a maximum of two (2) days of sick leave. If the number of days in the bank on October 1st is less than 250 days, unit members must contribute at least one (1) day of sick leave each year in order to be eligible to withdraw from the bank.
- 6.12.2.7 If the number of days in the Bank on October 1st exceeds 250 days, no contribution shall be required of returning unit members. Those unit members joining the Catastrophic Leave Bank for the first time and those returning from leave shall be required to contribute to the Bank (see 6.12.2.6).

6.12.3 Withdrawal from the Bank

- 6.12.3.1 Catastrophic Leave Bank participants whose sick leaves have been exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as an illness or injury (based on competent medical evidence) that incapacitates a unit member for over twenty (20) consecutive days within one school year, or is reasonably certain to result in such incapacity for fifteen consecutive days within one school year. The employee who receives leave from the bank shall furnish all requested medical information deemed necessary by the District to determine the employee's eligibility to receive donated leave under this section. Upon request by the District, the employee shall execute an authorization for the release of medical information. The District shall be entitled to obtain an independent medical evaluation to determine an employee's right to receive leave from the leave bank.
- 6.12.3.2 Unit members must use all accrued sick leave, but not differential leave, available to them before they become eligible to withdrawal from the bank.
- 6.12.3.3 A unit member who exhausted full paid sick leave, but still has differential leave, is eligible for a partial supplement from the Bank. The District shall pay the unit member full pay and the Bank shall be charged the one-half sick leave day. This shall not exceed the amounts allowed as maximum below.
- 6.12.3.4 If the Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide additional days.

6.12.3.5 Leave from the bank may not be used for work related illnesses or injuries which qualify the unit member for worker compensation benefits unless the unit member has exhausted all workers compensation leave.

6.12.4 Process for Settling Disputes

The District and the Association agree to establish a Catastrophic Leave Review Committee. The committee shall be comprised of five members, two appointed by the District and three appointed by CVSTA. Any unit member dissatisfied with any action taken or decision made by the District, concerning the Catastrophic Leave plan herein provided, may appeal that action or decision to the review panel within ten (10) working days. Unit member(s) dissatisfied with any action taken by the Catastrophic Leave Review Committee may appeal that decision to the Board of Trustees within ten (10) working days. The decision of the Board shall be final.

6.12.5 Any denial of catastrophic leave by the District, the Catastrophic Leave Review Committee, and/or the Board of Trustees shall not be subject to the grievance procedure contained in this Agreement.

CVUHSD

CVSTA

TENTATIVE AGREEMENT

November 10, 2011

ARTICLE 10: Grievance Procedure

10.1 Definitions

- 10.1.1 Grievance: A written statement by a unit member and/or the Association in which an allegation is made that a specific section of the Agreement has been violated. (See Appendix E-D.) The statement shall contain a request for a specific remedy or remedies to the alleged violation.
- 10.1.2 Grievant: A unit member or the Association filing a grievance. ~~The Association may also pursue an alleged violation of this Agreement.~~
- 10.1.3 Days: A grievant's working days, or, by mutual consent, days when the District office is open for business.
- 10.1.4 Informal Step: A required discussion of the allegation between the grievant and the appropriate administrator, in an attempt to resolve the grievance.

10.2 General Principles

- 10.2.1 A unit member who believes that this Agreement has been violated may file a grievance. The unit member must utilize the Informal Step, 10.1.34 above, before filing a grievance at Step 1.
- 10.2.2 Either party has the right to the assistance of a conferee or legal counsel at any step in the procedure.
- 10.2.3 If the same grievance, or substantially the same grievance, is filed by more than one unit member, only one unit member on behalf of himself and the other grievants may process this grievance through this procedure. The names of all aggrieved parties shall appear on any documents submitted by the grievant.
- 10.2.4 Once a grievance has been filed, it shall not be amended. If substantive information was omitted from the original written allegation, the grievant must re-file the amended grievance with the appropriate supervisor at Step 1 of this procedure. Such amendment shall not invalidate the timeliness of a previously valid filing of the original grievance.
- ~~10.2.5 The Association may pursue an alleged violation of this Agreement.~~
- 10.2.5 A grievance must be filed within thirty (30)-days of the alleged violation, or within thirty (30) days of the time that the grievant should reasonably have known of the alleged violation.

10.2.6 The time limits contained herein are considered maximum time limits; however, time limits may be extended by mutual written agreement.

10.3 Steps in the Grievance Procedure

10.3.1 Informal Step

Before filing a formal written grievance, the grievant shall attempt to resolve the grievance through an informal conference with the grievant's immediate supervisor as provided in 10.1.4 above. Such conference, as well as the actual formal filing of a written grievance in the event the conference does not resolve the problem, must take place within the applicable time limits as outlined in 10.2.5 above.

10.3.2 Step 1

The written grievance shall be filed with the grievant's immediate supervisor and the Assistant Superintendent, Human Resources. Within twelve (12) days of receipt of the grievance, the immediate supervisor shall confer with the grievant and any witnesses requested by the grievant and render a written decision to the grievant and to the Association. within ten (10) days of receipt, render a decision. Copies of the decision shall be sent to the grievant and to the Association within two (2) days.

10.3.3 Step 2

The grievant may appeal the decision from Step 1 to the Assistant Superintendent, Human Resources within ten (10) fifteen (15) days after receipt of the Step 1 decision. This appeal shall be presented in writing with all documents and printed materials submitted at Step 1. The grievant shall notify the Association shall be notified of the request for appeal. Within fifteen (15) days of receipt of the appeal, the Assistant Superintendent, Human Resources, shall confer with the grievant within ten (10) days after receipt of the appeal, and shall render a written decision. within five (5) seven (7) days after the conference. Copies of the decision shall be sent to the grievant and to the Association. within two (2) days.

10.3.4 Step 3

The grievant may appeal the decision from Step 2 to the Superintendent within ten (10) fifteen (15) days after receipt of the Step 2 decision. The appeal shall be in writing, and the grievant shall send copies simultaneously to the Association. and to the administrators who were involved at Steps 1 and 2. Within fifteen (15) days of receipt of the appeal, the Superintendent shall confer with the grievant within ten (10) days after receipt of the appeal, and shall render a written decision. within five (5) seven (7) days after the conference. Copies of the decision shall be sent to the grievant and to the Association. within two (2) days.

10.3.5 Step 4

Mediation prior to arbitration shall be pursued if a grievant and/or Association is not satisfied with the disposition of the grievance at Step 3. A request for mediation must be submitted in writing to the District within eighteen (18) days after a written decision is rendered or should have been rendered at Step 3.

10.3.5.1 Within twenty (20) work days of requesting mediation, the Association shall request that a mediator from the California State Mediation Service, or from any other mutually agreeable dispute resolution center, be assigned to assist the parties in the resolution of the grievance.

10.3.5.2 The mediator, ~~within twenty (20) workdays of the request~~ shall meet with the grievant, the Association, and the District for the purpose of resolving the grievance. The timeline may be extended by mutual agreement of the parties.

10.3.5.3 If an agreement is reached, the agreement shall be reduced to writing and shall be signed and shall constitute a settlement of the grievance.

10.3.5.4 In the event that the grievant, the Association, and the Superintendent or his/her designee have not resolved the grievance with the assistance of the mediator within ten (10) workdays from the last meeting held by the mediator, the Association may terminate Step 4 and the grievance may proceed to arbitration.

~~With mutual consent, the parties may waive Step 4 and proceed directly to arbitration.~~

10.3.6 Step 5

A grievant who is not satisfied with the decision at Step 4 may request the Association to submit the grievance to arbitration. If the Association concurs with the grievant's request for arbitration, the Association shall, within ten (10) days after receipt of the Superintendent's decision, submit a request in writing to the Superintendent for arbitration of the dispute, and the District shall join in the request. Failure to meet the time limit shall constitute an ultimate withdrawal of the grievance.

10.3.6.1 The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, the parties shall request the American Arbitration Association to supply a panel of five (5) names of qualified arbitrators. The District and the Association shall alternately strike names from the list, with the

order of striking being determined by lot. The person whose name remains after the striking procedure shall be the arbitrator.

10.4 Authority of the Arbitrator

10.4.1 The District and the Association agree that the jurisdiction and authority of the arbitrator, and the opinion or award expressed by the arbitrator, shall be confined exclusively to the interpretation of the express provisions of this Agreement, nor shall the arbitrator have any authority to impose any limitations or obligations not specifically provided for under the terms of this Agreement.

10.4.2 The arbitrator shall be without power or authority to make any decision that requires the District or its administration to do an act prohibited by law, or in violation of this Agreement. The District retains the right to act at its discretion, and the arbitrator cannot rule against such acts unless they are in violation of the Agreement.

10.4.3 The arbitrator shall have no power to render an award on any grievance initiated before or after the term of this Agreement.

10.4.4 If either party raises the issue of arbitrability, such party raising the issue may request, by written notice to the other party at least forty-eight (48) hours in advance of the hearing, a separate hearing on the issue of arbitrability. Such decision may, upon agreement of the parties, consist of a decision without written opinion. No hearing on the merits of the case will be conducted until the issue of arbitrability has been decided.

10.4.5 The decision of the arbitrator shall be, within the limits herein prescribed, final and binding upon the parties in the dispute.

10.5 Arbitration Procedures

10.5.1 Issues

The arbitrator shall hear evidence on the issue or issues that were submitted to arbitration.

If the parties do not agree on a submission agreement, the arbitrator shall frame the issue(s) by referring to the grievance records at Steps 1, 2 and 3.

10.5.2 Award

The arbitrator shall submit a written award, with supporting findings, to each party within ~~thirty (30) calendar days~~ as soon as practicable after submission.

10.5.3 Representation

A grievant may represent himself at all stages of this procedure or, at the grievant's option, and with Association concurrence, be represented by the Association. If the grievant is not represented by the Association or its representative, the Association shall have a right to submit written responses at each step of the procedure.

10.5.4 Costs of Arbitration

The fees and expenses of the Arbitrator shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them. Unless the parties agree to share the expenses, the cost of the services and expenses of a court reporter shall be paid by the party requesting same.

10.5.5 Election of Remedies

By filing a grievance and processing it beyond Step 3, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by Article 10. The processing of a grievance beyond Step 3 shall constitute an express election on the part of the grievant that the arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provision of 10.5.4 to preclude the enforcement of an arbitration award in any court of competent jurisdiction.

CVUHSD

CVSTA

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____