



Memorandum of Understanding

Between the Saugus Teachers Association And the Saugus Union School District

May 3, 2017

The Saugus Union School District (District) and the Saugus Teachers Association (STA) tentatively agree to the following Memorandum of Understanding (MOU) subject to the approval of the Saugus Union School District Governing Board and the membership of STA effective July 1, 2017:

Collaborative Instructional Planning

11.15 Every regular Wednesday, all students will be released 70 minutes prior to the regular upper grade dismissal time to accommodate Collaborative Instructional Planning.

- All grades shall “bank” the equivalent of 20 instructional minutes/week
- Instructional minutes for Grades 3-6 shall be reduced by the equivalent of 50 minutes/week

Collaborative Instructional Planning will be Teacher directed (i.e., grade-level teams) for **twenty (20)** ~~one-half of the~~ Wednesdays and Principal directed **for the sixteen (16)** ~~remaining the other one-half of the~~ Wednesdays. In order to maintain clear lines of communication, at the end of each Collaborative Instructional Planning Wednesday a Collaborative Instructional Planning (CIP) Data Sheet will be completed and submitted to the site administrator by each collaborative team.

Collaborative Instructional Planning will be time that teachers meet with grade level or cross grade level colleagues at an SUSD facility. Examples include activities such as: designing lessons, performance-based activities, assessments, analyzing student assessment data, evaluating student performance, planning data-driven intervention activities, or other activities agreed upon between the principal and grade level teams at the school site.

The twenty (20) Wednesday early release days that are allocated as teacher directed collaborative instructional planning time shall be utilized for teacher directed collaborative instructional planning. However, there may be times when individual planning time is necessary. In those circumstances, individual planning time shall be

used for the purposes of planning lessons, writing lesson plans, grading student work, analyzing student achievement data, preparing instructional materials, preparing classroom activities, creating/modifying the classroom environment, and other activities directly related to their work assignment. Wednesday individual planning time is considered a professional day and unit members will not leave their sites prior to the regular dismissal time for the upper grade students.

Parental Maternity Leave

13.7 The Board will provide for leave of absence from duty **in accordance with Assembly Bill 2393** for any certificated bargaining unit member of the District who is required to be absent from duties because of adoption, pregnancy, miscarriage, childbirth and recovery therefrom. ~~The length of leave of absence, including the date on which the leave will commence and the date on which the bargaining unit member will resume duties, will be determined by the unit member and the unit member's physician. Disabilities caused by or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job related purposes, temporary disabilities and will be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by any school district. All written employment policies of the District will be applied to disability due to pregnancy, miscarriage, childbirth and recovery therefrom on the same terms and conditions applied to other temporary disabilities.~~

13.8 **Disabilities caused by or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job related purposes, temporary disabilities and will be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by any school district. The length of leave of absence, including the date on which the leave will commence and the date on which the bargaining unit member will resume duties, will be determined by the unit member and the unit member's physician. All written employment policies of the District will be applied to disability due to pregnancy, miscarriage, childbirth and recovery therefrom on the same terms and conditions applied to other temporary disabilities.** Any bargaining unit member will have the right to utilize sick leave for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom. (See Article 18.17)

Catastrophic Leave

13.12 **Definition:** A "catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates an employee's immediate family member (as identified in STA Agreement Article 13.0 "A") and requires the employee to take time off from work for an extended period of time to care for that family member.

13.13 **Participation:** All certificated employees are eligible to request Catastrophic Leave in accordance with this Article. Participants may request either leave from the Catastrophic Leave Bank ("Bank") or may request Direct Donation Sick Leave ("Direct Donation"). Participants may also request to utilize their accumulated sick leave for family emergency situations. Participation is voluntary and requires a one-time donation of one (1) day to the Bank, to be deposited within the first sixty (60) calendar days of the school year in which an employee chooses to join or from the start of employment. No additional days are required for continued participation. Employees wishing to donate days must have a balance of at least five (5) days in their own sick leave account. Donated sick days will not affect an employee's "perfect attendance" status.

A. Bank Participation

A maximum of three (3) days may be donated per year. Donations are irrevocable and must be in the employee's full day equivalent, whatever their classification. Those employees donating days must submit a signed donation form to payroll. In the event the Bank is depleted and a specific need for additional days arises during the course of the school year, any certificated employee who presently has five or more days of earned and unused sick leave, who had not previously participated, may donate to the Bank and become a member of the Bank.

B. Direct Donation

Direct Donation days can only be requested/donated for current needs and may not be accumulated for future purposes. A maximum of two (2) Direct Donation days may be deposited by an employee each school year. A direct donation does not qualify the donator for eligibility in the Bank.

13.14 Participation Limitations: Participants who have exhausted all sick leave, which includes the exhaustion or denial of income protection, may apply for catastrophic illness or injury leave. The combined total number of Catastrophic Leave days (Bank plus Direct Donation) received shall be limited to a maximum of sixty (60) days in a two-year period with a lifetime maximum of 120 days.

A. Bank Withdrawals

Withdrawals from the Bank shall be granted in units of no more than 30 workdays ~~and may not be carried over to the following school year.~~ Participants may submit requests for a one-time extension of a maximum of 30 days as their grant expires. Withdrawals will be made in increments of **either one half (1/2) or one (1) full** day at a time, which reflects the employee's regular work assignment.

B. Direct Donation Requests

An employee wishing to receive Direct Donation Sick Leave must solicit donations on the Sick Leave Direct Donation form(s) and submit completed forms to Human Resources prior to, during, or within seven (7) days of return from leave. An employee may receive a maximum of eleven (11) Direct Donation days per school year.

C. Sick Leave Requests

An employee wishing to use more than their annual allotment of sick leave for family emergency situations may submit an application to the Catastrophic Review Committee for approval.

13.15 Review Committee: Catastrophic Leave shall be administered by a three (3) member committee, consisting of two teachers named by the Association, and one certificated administrator named by the Assistant Superintendent of Human Resources, or Designee. The District Assistant Superintendent of Human Resources, or Designee shall also serve on the committee as a non-voting member. Administration of the program will be through the Human Resources Department.

13.16 Request for Leave and Review Process: A participant shall submit a Certificated Catastrophic Leave Application for Bank withdrawal, Direct Donation days, and/or Sick Leave along with the Sick Leave Direct Donation form(s) if applicable to the Assistant Superintendent of Human Resources, or Designee, and provide verification of the

catastrophic injury or illness. Verification shall be made by a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury. The Assistant Superintendent of Human Resources, or Designee will then convene the committee, which will determine if the illness or injury meets the appropriate criteria and/or if additional verification is required.

13.17 Employees may apply to the Catastrophic Leave Committee to utilize their accumulated sick leave for family emergency situations consistent with Catastrophic Leave guidelines.

Child Rearing Leave

13.18 In the case of a birth or adoption of a child, any bargaining unit member may be entitled to leave without pay for child rearing purposes. **The granting of such leave will be at the District's discretion and will be in addition to any leave required by law.**

Medical

18.8 The District will provide all bargaining unit members and their eligible dependents (spouses, registered domestic partners, and eligible children) with a choice of health insurance plans.

18.9 The plans will be provided by California Public Employees Retirement System (PERS). Unit members will have a choice between a Preferred Provider (PPO) or Health Maintenance Organizations (HMO) plan.

18.10 The medical cap is \$600 monthly (\$7,200 per year).

18.11 ~~Employees who are eligible for health insurance and show evidence of being covered through a spouse's employer, may waive medical insurance and receive \$300 a month (for 10 months) in lieu of health benefits.~~ **Employees who are eligible for health insurance may elect to receive cash in lieu of health benefits in the amount of \$300 a month (for 10 months), upon showing proof of alternate minimum essential coverage, through a plan not obtained on the individual market, for the employee and his or her expected tax family.**

Income Protection

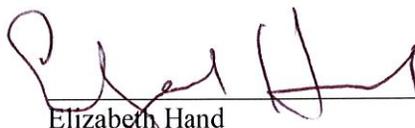
18.17 ~~The District will provide seventy-five percent (75%) of income benefits for one year for unit members who are eligible for STRS Disability Allowance, and to age sixty-five (65) for unit members who are not eligible for STRS Disability Allowance.~~ **The District will provide up to seventy-five (75%) percent of income benefits (upon claim approval) for up to one (1) year. A long-term disability benefit (up to age 65) is available to unit members who are not eligible for a STRS Disability Allowance. Differential pay per applicable sections of the Ed Code is considered to run concurrently with the benefits provided in this section. During any time when the employee is receiving substitute differential pay, the total amount of income received (including income protection) will not exceed the employee's regular salary.** The disability plan offered will be mutually agreed upon. ~~provided by the Standard Policy #503183. Differential pay per applicable sections of Ed Code is considered to run concurrently with the benefits provided in this section.~~

18.19 Cash in Lieu of Benefits for Eligible Retirees

- Retirees who are eligible for health insurance and show evidence of being covered through a spouse's employer, may waive medical insurance and receive up to \$3,000 per year in lieu of health benefits. ~~The same percentage rates of premiums paid for retirees will be adjusted to the amount of cash retirees receive per year.~~
- Retirees must request to participate in the Cash In Lieu program during the District's standard Open Enrollment Period
- The Cash In Lieu benefit will be earned at the same rate as the retiree's earned prorated benefits entitlement (e.g. if an employee receives 40% of their medical cap, they will receive 40% of the negotiated Cash In Lieu benefit)
- Teachers retiring at the end of the school year will begin to accrue the Cash-in-Lieu benefit on September 1. Teachers retiring at any other time during the school year will begin to accrue the Cash In Lieu benefit on the first day of the second month following retirement (e.g. if an employee retires December 15, he/she will begin to accrue Cash In Lieu benefits on February 1)
- Payment will be made once a year in December
- The Cash In Lieu benefit will be taxable
- The Cash In Lieu of benefits will end when the retiree turns age 65
- The Benefits Department will send a reminder notice to eligible retirees of the Open Enrollment Period
- The Benefits Department will run a supplemental payroll run for the Cash In Lieu payment which will automatically generate a W-2
- If there is a Qualifying Event, retirees can opt out of Cash In Lieu at any time during the year, but they can only switch into Cash In Lieu during the Open Enrollment Period



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