

er
M

**DRAFT MEMORANDUM OF
UNDERSTANDING**

**BETWEEN ROCKLIN UNIFIED SCHOOL DISTRICT
AND**

**ROCKLIN TEACHERS PROFESSIONAL
ASSOCIATION/CTA/NEA**

Re: Leaves

This memorandum of understanding (MOU) is entered into by the parties on May 31, 2023. This MOU will amend the Article XIII, Leaves.

The District recognizes:

Unique circumstances have arisen related to the application of PN as currently listed in the contract. The intent of PN is to support employees to address circumstances that sick leave does not cover while balancing the operational needs of the District. To address the circumstances the District and RTPA agree to amend the following:

8. Personal Necessity Leave Sick leave credited under this Article may be used at the sole discretion of the unit member, for purposes of personal necessity, provided that use of sick leave, for this purpose, does not exceed seven (7) days in any school year.

- No unit member shall use personal necessity leave for engaging in other employment, vacation, or for concerted activities against the District
- These days shall not be used for staff development days or the first or last student contact days of the year. The only exception to this rule is attendance at a graduation of the employee, their spouse, son or daughter
- No adverse payroll deduction shall be made without written direction from the Associate Superintendent of Human Resources or designee following a meeting between the unit member, RTPA, and Associate Superintendent of Human Resources
- In the event an unusual circumstance occurs, the employee may communicate with the Associate Superintendent of Human Resources or designee to explain the situation. The Associate Superintendent of Human Resources or designee can then grant or deny the use of PN related to the circumstance. If granted, the circumstance does not set a precedence for any further requests.

er
M

Currently, employees who qualify for FMLA/CFRA may take up to 12 unpaid weeks to care for an immediate family member. This type of leave is unpaid except for the application of “Kin Care” (up to 5 days of sick leave per year) and Personal Necessity days (up to 7 if not already used). The impact of caregiving is an emotional burden on our employees and can be compounded by the financial stress.

To alleviate the potential financial impact upon employees during caregiving leave situations, the District and RTPA agree to amend the following:

15. Federal/State Family Care/Medical Leave

The Association and District recognize the federal Family and Medical Leave Act (“FMLA”, 29 U.S.C. section 2601 et seq.) and California Family Rights Act (“CFRA”, Cal. Govt. Code section 12945.2) provides mandatory provisions regarding leave for employees and family members under specified conditions. To the extent current contractual provisions provide benefits in excess of benefits provided by FMLA and CFRA, the contractual provisions remain effective, subject to future negotiations. To the extent current contractual provisions provide benefits less than the minimums mandated by the FMLA and CFRA, the federal and state laws shall prevail. In combination, the FMLA and CFRA laws provide at least the following:

a. An employee who requests leave to be a caregiver for a family member as defined in (d) below and qualifies for FMLA/CFRA, must use the following paid leaves if available:

- Kin Care (up to 5 days)
- PN (up to 7 days)
- The employee may then apply up to 18 additional sick days of their available accumulated sick leave to being a caregiver prior to going into an unpaid status.
- This will allow an employee to use up to 30 of their own accumulated sick days to serve as a caregiver for those categories identified under FMLA/CFRA.

Definitions of Close Family member under FMLA/CFRA

1. "Child" means a biological, adopted, or foster child, a step-child, a legal ward of the employee or the employee's domestic partner, or child of a person standing loco parentis. Under the CA CFRA, the child may be of any age and does not need to be incapable of self-care because of a mental or physical disability.
2. A “Spouse” means a partner in marriage as defined in Family Code

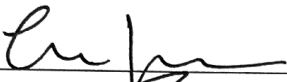
ex
m


section 300 or a registered domestic partner, within the meaning of Family Code sections 297 through 297.5. As used in this article and the Family Code, "spouse" includes same-sex partners in marriage.

3. A "domestic partner" is any person in a relationship pursuant to the requirements for filing as domestic partners under California Family Code section 297 and who has registered with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners.
4. A "Parent" means a biological, foster, or adoptive parent, a parent in law, stepparent or other person who stood in loco parentis to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in loco parentis to the employee as a child.
5. A "Parent in Law" means a spouse's or domestic partner's biological, foster, or adoptive parent, parent in law, step parent , or other person who stood in loco parentis to the spouse or domestic partner when the spouse or domestic partner was a child. A biological or legal relationship is not necessary for a person to have stood in loco parentis to the spouse or domestic partner.
6. A "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, a child of an employee or the employee's domestic partner, or a person to whom the employee stands in loco parentis. "In loco parentis" means in the place of a parent; instead of a parent; charged with a parent's rights, duties, and responsibilities. It does not require a biological or legal relationship
7. A "Grandchild" means the child of an employee's child.
8. A "Grandparent" means a parent of the employee's parent
9. A "Sibling" means a person related to the employee by blood, adoption, or by having a common legal or biological parent.
10. A "designated person" is "any individual related by blood or whose association with the employee is the equivalent of a family relationship." Employees are limited to one time use of designated person as a close family member in the applicable 12-month benefit year

This MOU is a temporary agreement to address PN issues and unpaid caregiving leave in the District. This MOU is subject to the parties grievance procedure under the CBA. This MOU


does not create any precedents, binding past practice nor establish the status quo for future bargaining purposes. This MOU will be in effect starting the first employee work day of the 2023-2024 school year through the end of the last work day of 2023-2024 school year. At the conclusion of this MOU, both parties may agree to reconvene and discuss the continuation of this MOU and the changes herein based upon the current conditions. This MOU shall terminate on June 6, 2024, unless the parties agree otherwise in writing.





RTPA

Date: 5/31/23



District

Date: 5/31/23