

**CONCERTED ACTIVITIES/WORK STOPPAGE**

For additional information on this subject see the current employee agreement(s) with

**TRACY TEACHERS ASSOCIATION  
THE TRACY SUBSTITUTE TEACHERS ORGANIZATION**

**NOTE:** No section in TSEA contract to address this issue.

**EMERGENCY SITUATIONS WHERE THERE IS A THREAT OF  
WITHDRAWAL OF SERVICE BY ANY CERTIFICATED PERSONNEL**

INTRODUCTION

It is the declared intent of the Board of Trustees that this policy be initiated in order that the Superintendent, as the Board's Chief Executive Officer, will be properly authorized and directed to operate the schools in an emergency situation where there is a threat of withdrawal of service by District Certificated employee(s). The Superintendent is hereby authorized to place the following policy in effect during the period of declared emergency:

1. AUTHORIZATION OF SUPERINTENDENT

The Superintendent is authorized to declare an emergency where the following factors exist:

- a. Where there is substantial information that there will be a withdrawal of certificated employee service(s) in the immediate future; or
- b. Where there is in fact a withdrawal of service(s) by certificated employee(s).

The Superintendent or his/her designee shall have the authority to take such immediate emergency steps as he/she deems necessary to insure the physical and educational well-being of the students of the Tracy Public Schools. The Superintendent shall also have full authority to take such steps as he/she deems necessary to insure and protect the physical well-being of all employees in the Tracy Public Schools as well as all properties owned by the districts and supervised by the Board of Trustees and its authorized agents.

**EMERGENCY SITUATIONS WHERE THERE IS A THREAT OF  
WITHDRAWAL OF SERVICE BY ANY CERTIFICATED PERSONNEL (cont.)**

2. DEFINITIONS

Unauthorized leave or withdrawal of services is defined as non-performance of those duties and responsibilities assigned by the Districts administration and its representatives, including all duties and responsibilities as defined by the Education Code, regulations of the State Board of Education, policies and regulations of the Board of Trustees of the Tracy School District and the Tracy Joint Union High School district, and the Master Contracts. Such unauthorized leave or withdrawal of services may include, but is not limited to, refusal to provide assigned services, unauthorized use of sick leave, unauthorized use of other leave benefits, non-attendance at required meetings, failure to perform supervisory functions at school sponsored activities, and any other activities involving a decrease in the amount of service by certificated employee(s) from that regularly provided.

An employee is deemed to be on unauthorized leave at such time and on such occasions as the employee may absent himself/herself from required duties.

3. CLOSING OF SCHOOLS DURING DECLARED EMERGENCY SITUATION

The Superintendent or his/her designee shall be the only District officer authorized to close any of the District education facilities. such facilities will be closed, when in the judgment of the Superintendent or his/her designee, the school cannot operate safely.

4. LEAVES OF ABSENCE DURING DECLARED EMERGENCY SITUATION

- a. Upon request by the Superintendent or his/her designee, an employee must submit written proof of the need for any leave of absence except those due to illness or accident. All such leaves must be requested prior to leave being taken.

- b. Sick Leave - Employees requesting pay for sick leave may be required to provide written justification signed by a physician for the period of absence.

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**BP 4141.6 (c)**

**EMERGENCY SITUATIONS WHERE THERE IS A THREAT OF  
WITHDRAWAL OF SERVICE BY ANY CERTIFICATED PERSONNEL (cont.)**

- c. Personal Necessity Leave - Employees requesting personal necessity leave must do so in advance in writing and must receive permission to take the leave from the Superintendent or his/her designee. Prior permission shall not be required for personal necessity leave in the case of:
  - (1) Death or serious illness of a member of his/her immediate family;
  - (2) Accident, involving his/her person or property or the person or property of a member of his/her immediate family.
- d. Failure to perform all regularly scheduled duties, excluding non-paid assignments, may result in a prorated loss of salary for that portion of time for which the employee withdrew services.

**5. SUBSTITUTE TEACHING EMPLOYEES**

The Superintendent is authorized to hire substitute teaching employees and to pay substitute teaching employees during emergency situations, a maximum of 1/100th of Class I, Step 1 of the Certificated Salary Schedule per day during any period of withdrawal of services by employees of the District.

**6. ADDITIONAL AUTHORITY OF THE SUPERINTENDENT**

During any period of withdrawal of service by the certificated employee(s) of the District, the Superintendent has the authority to retain or contract for all the following services:

- a. The employment of security personnel;
- b. Additional staff;
- c. Other individuals including but not limited to labor relations consultants and counsel.

## **Human Resources - Certificated**

**BP 4141.6 (d)**

### **EMERGENCY SITUATIONS WHERE THERE IS A THREAT OF WITHDRAWAL OF SERVICE BY ANY CERTIFICATED PERSONNEL (cont.)**

All such expenditures will be reported to the board of Trustees at the next scheduled meeting. During any period of withdrawal of services the Superintendent or his/her designee may require teacher(s) to leave school keys, grade books, lesson plans, and other pertinent material needed to conduct class with the building principal. During such withdrawal, all student grades will be given proper credit value and the principal has the authority to average or change student grades in the event that the principal deems it necessary.

During any period of withdrawal of services, the Superintendent has the authority to cancel or reschedule any co-curricular or extra-curricular activities.

During any period of withdrawal of services, any administrator who works beyond the normal workday shall receive additional compensation based on his/her daily rate and prorated for the additional time worked. The Superintendent shall report all such compensation to the Board of Trustees.

## **7. NEGOTIATIONS DURING DECLARED EMERGENCIES**

All negotiations will take place through and by the District Bargaining Team. The Association may not negotiate with other District personnel and/or School Board members.

It shall be the policy of the Board that no employee will use classroom time to encourage students to stay home from school or from school-sponsored activities.

8. If any of the preceding provisions of this Policy are found to be null and void, that provision may be considered deleted from this Policy and the remainder of the Policy will remain intact.
9. Any provision of this Policy which conflicts with provisions of a collective bargaining agreement in effect between the district and the Tracy Educators Association, CTA/NEA shall be null and void and shall be considered deleted from this Policy.

Legal Reference (please see next page)

**Human Resources - Certificated**

**BP 4141.6 (e)**

**EMERGENCY SITUATIONS WHERE THERE IS A THREAT OF  
WITHDRAWAL OF SERVICE BY ANY CERTIFICATED PERSONNEL (cont.)**

Legal Reference:

EDUCATION CODE

35204 Contract with attorney in private practice  
35205 Contract for legal services  
37200-37202 Instructional days

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act, especially:  
3543.5-3543.6 Unfair labor practices  
3548-3548.8 Impasse procedures

INSURANCE CODE

10116 Employee continuation of insurance coverage

UNITED STATES CODE, TITLE 29

1161-1169 Continuation coverage and additional standards for group health plan

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Fresno Unified School District, 1982, PERB Dec. No. 208, 6 PERC 13110

Konocti Unified School District, 1982, PERB Dec. No. 217, 6 PERC 13152

Policy Adopted:

HS BD: 9/15/81

EL BD: 3/11/86

Policy Revised:

Joint Board: 4/22/97