

LONG BEACH UNIFIED SCHOOL DISTRICT
1515 Hughes Way
Long Beach, California 90810

**CHILD DEVELOPMENT CENTER
and
HEAD START PROGRAM
TEACHERS CONTRACT**

Effective Through

June 30, 2018

As Negotiated By

LONG BEACH UNIFIED SCHOOL DISTRICT

and

TEACHERS ASSOCIATION OF LONG BEACH

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ARTICLE I

Agreement

- A. **PARTIES TO THE AGREEMENT:** The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Education of the Long Beach Unified School District ("District") and the Teachers Association of Long Beach/California Teachers Association/National Education Association ("Association"), an employee organization.
- B. **ACCORDING TO "ACT":** This Agreement is entered into pursuant to Chapter 10.7., Sections 3540-3549 of the Government Code ("Act"), the Educational Employment Relations Act.

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ARTICLE II

Recognition of Exclusive Representative

- A. **ASSOCIATION RECOGNIZED:** The District recognizes the Association as the sole and exclusive bargaining agent for the certificated employees as certified by the Educational Employment Relations Board (EERB) (LA-R-47, LA-R-113) on December 19, 1977, and occupying classes listed below.
- B. **CHILD DEVELOPMENT CENTERS/HEAD START EMPLOYEES UNIT SHALL INCLUDE:** All regular certificated employees under contract including teachers in the Children's Center-based/Latch Key Program, California State Preschool Program, Educare Program, Cal Safe Program and the Head Start Program, Head Start Head Teachers, Child Development Center Coordinating Teachers, and District personnel assigned to Magnet Child Care Programs.
- C. **CHILD DEVELOPMENT CENTERS/HEAD START EMPLOYEES UNIT SHALL EXCLUDE:** All regular contract certificated K-12 classroom, JROTC, and specialist teachers; program facilitators, nurses, librarians, school counselors, guidance counselors, psychological services specialists, substitute teachers, and management, supervisory, and confidential employees including Head Start and Child Development Center Program Coordinators, Head Start Educational Specialists, and Head Start Assistant Directors.
- D. **TEACHER DEFINED:** "Teacher" refers to any employee who is included in the appropriate unit as defined in Section A. above and therefore covered by the terms and provisions of this Agreement.
- E. **BOARD OF EDUCATION RECOGNIZED:** The Association, in turn, recognizes the Board of Education of the Long Beach Unified School District as the duly elected representatives of the people and agrees to negotiate exclusively with the District's representatives through the provisions of the Educational Employment Relations Act.

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ARTICLE III

Reserved Rights of the District

- A. The intention of this Article is to provide that the District retains all rights, powers, authority, duties and responsibilities to direct, manage, and control conferred upon and vested in it by the Laws and Constitution of the United States and the State of California. In delineating the reserved rights of the District, it is not the intention of the parties to detract from or diminish in any way the statutory right of the Association to represent unit members under the Act.
- B. It is agreed that all matters which are beyond the scope of negotiations as provided in Government Code, Section 3543.2 and also all rights, powers and authority which are not limited by the terms of this Agreement are reserved to the District. Such reserved rights shall include, but are not limited to, the exclusive right to:
1. Determine its organization; determine the kinds and levels of services to be provided and the methods and means of providing them;
 2. Maintain the efficiency of District operations; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine methods of raising revenue; contract out work;
 3. Determine the times and hours of operation; determine staffing patterns and the number and kinds of personnel required; direct the work of employees; hire, classify, assign, evaluate, promote, discipline (pursuant to Education Code, Section 44944), and terminate employees;
 4. Establish educational policies, goals and objectives; determine the curriculum, ensure the rights and educational opportunities of students.
- C. The exercise of the foregoing rights, powers, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific express terms of this Agreement, by statutory rights of unit members and/or the Association, and then only to the extent such specific and express terms are in conformance with law. If there is a direct conflict between the aforementioned reserved rights of management and the specific and express provisions of other articles of this Agreement, the language of the latter shall prevail.
- D. The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement for the duration of an emergency. An emergency shall be defined as those unforeseen circumstances which substantially interrupt or threaten to interrupt the normal District operation: natural disasters, epidemics, riots, police actions, national emergencies, local exigencies.

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ARTICLE IV

Association Rights

A. **ASSOCIATION USE OF DISTRICT FACILITIES.** The Association and its members may utilize District school buildings and facilities.

1. Outside of operation hours, facilities and audiovisual equipment may be used for meeting purposes subject to the provisions of the Civic Center Act, except that under Section II, Article 7, of District Regulations for Use of School Facilities, the Association will not be subject to charge for meetings of their membership at which no admission is collected. However, if such meetings require the assignment of additional District personnel, the Association will be charged for such services.
2. During operation hours, the District agrees, upon twenty-four (24) hour advance request, to grant the Association access to designated locations for the transaction of Association business with employees on non-duty time as provided in Section C. With regard to Child Development Centers the request shall be directed to the appropriate Program Coordinator; with regard to the Head Start Program requests shall be directed to the appropriate Education Specialist. Upon receiving such a request the manager shall, after verifying there would be no conflict created in the use of the facility on the date and time requested, provide approval of the request.
3. The District agrees that upon advance request the immediate manager of a school or office may grant TALB the occasional use of District computers, copiers, and other communication or media equipment under the following conditions:
 - a. Use of equipment occurs on non-duty time of the employee who must also be qualified to use the equipment;
 - b. Use does not interrupt or interfere with the normal student educational program or work production of District employees who need to use the equipment;
 - c. On or before June 30 of each year, TALB agrees to remit to the District \$1,000 (K-12 and CDC/Head Start inclusive) as reimbursement for the occasional use of District equipment. It is understood that site copy machines may be used only for communications specific to individual centers.
 - d. TALB requests shall be made through building representatives or officers to the site manager;

ARTICLE IV – ASSOCIATION RIGHTS (continued)

- e. TALB acknowledges that site managers may refuse the use of equipment defined above if use by the Association interferes with the educational program or violates other provisions of this Agreement.

4. **Use of School Telephones:**

- a. During those times when the employee is not responsible for the instruction and/or supervision of students or other assigned duties and provided no pay phone is available, the school telephone may be used for calls concerning matters of serious and compelling personal importance that cannot be made before or after the workday.
- b. In addition to 4.a., designated site representatives, when not responsible for the instruction and/or supervision of students or other assigned duties, will have reasonable use of a school telephone for local calls involving representation matters. The conduct of Association business will not interfere with the business of the District.
- c. The use of the District phone to conduct personal enterprise is prohibited. Toll calls shall be charged to the employee's home phone bill by the employee.

B. **ASSOCIATION COMMUNICATIONS:**

1. **Bulletin Boards.** If bulletin boards are available at Child Development Centers and Head Start Program sites, the District authorizes the Association to use without charge a minimum of one-fourth (1/4) of the total area of such a board. The designated area will be designated for employee association information. The location of such bulletin board(s), designation of space, and resolution of disputes about use of space shall be determined by the appropriate Program Coordinator at all Child Development Center sites and by the appropriate Education Specialist at Head Start Program locations. The Association agrees monthly to remove out-of-date materials.
2. **Restrictions.** Any literature distributed or posted by the Association must meet professional and ethical standards, be dated, identify the person(s) and/or organization responsible for its promulgation, and conform to election/campaign laws then in effect.
3. **Faculty/Staff Mailboxes.** The District authorizes the Association to use faculty/staff mailboxes. Distribution of communications shall be by employees on non-duty time or by non-site representatives of the Association.

C. **ASSOCIATION BUSINESS.** The Association agrees that its authorized staff and building representatives shall not conduct Association business with employees

ARTICLE IV – ASSOCIATION RIGHTS (continued)

1 during regular working hours. It is agreed that non-duty times are as follows: before
2 and after the scheduled workday of each employee, the nutrition break, and the duty-
3 free lunch period. Under no circumstances shall any representative or unit member
4 interrupt or interfere in any way with normal work. Any exceptions must be
5 approved by the Director of Child Development Centers or the Director of Head Start
6 Programs, as appropriate.

7 8 D. RELEASED TIME FOR NEGOTIATIONS:

- 9
- 10 1. The Association will exclusively receive released time from duties for its
11 representatives to meet and negotiate with District representatives.
 - 12 2. Association members shall receive released time for negotiation sessions.
13 Any number in excess of five (5) shall be mutually agreed to by the District
14 and the Association.
 - 15 3. The Association shall submit in writing to Employee Relations Services the
16 names of the employees who are authorized to represent the Association in
17 negotiations.
 - 18 4. Released time shall be arranged with the appropriate Child Development
19 Center Program Coordinator or Head Start Program Education Specialist at
20 least twenty-four (24) hours prior to release from duties.

21 22 E. ORGANIZATIONAL SECURITY:

- 23
- 24 1. **Membership Dues Deduction.** Any unit member who is a member of the
25 Teachers Association of Long Beach, CTA-NEA, or who has applied for
26 membership, may pay a lump sum cash payment to the Association or sign
27 and deliver to the District an assignment authorizing deduction of unified
28 membership dues, initiation fees and general assessments in the Association.
29 Pursuant to such authorization, the District shall deduct one-tenth (1/10) of
30 such dues from the regular salary warrant of the unit member each
31 quadriweekly period for ten (10) quadriweekly periods. Unit members who
32 sign such authorization after the commencement of the school year shall have
33 deducted one-tenth (1/10) the total amount of unified dues for each of the
34 remaining ten quadriweeks.
 - 35 2. **Agency Fee Provisions.** Any unit member who is not a member of the
36 Teachers Association of Long Beach, CTA-NEA shall, within thirty (30)
37 days from the date of commencement of assigned duties within the
38 bargaining unit, either become a member of the Association or pay to the
39 Association a fee in an amount equal to standard initiation fees, unified
40 membership dues and general assessments. Such fee is payable to the
41 Association in one lump sum cash payment or the unit member may
42 authorize payroll deduction for such fee in the same manner as provided in
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ARTICLE IV – ASSOCIATION RIGHTS (continued)

paragraph one of this Section. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section E.1. of this Article. There shall be no charge to the Association for such mandatory agency fee deductions

Each non-member who is required to pay an agency fee shall annually receive written notification from the Association of the amount of the deduction and procedures which he/she must follow to receive a rebate for non-representation activities during the year and the procedure for appealing all or any part of the agency fee.

3. **Remittance of Dues and Agency Fees.** With respect to all sums deducted by the District, whether for membership dues or agency fee, the District agrees promptly within fifteen (15) days to remit such monies to the Association accompanied by the alphabetical list of unit members for whom deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

4. **Religious Objections.** Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Teachers Association of Long Beach, CTA-NEA, as a condition of employment. Such unit member shall pay, in lieu of a service fee, a sum equal to such agency fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:

Children's Clinic of Miller Children's Hospital
at Memorial Medical Center
Family Service of Long Beach
PTA Student Assistance Fund
TALB Scholarship Foundation
Tichenor Orthopedic Clinic for Children
Foundation to Assist California Teachers
Long Beach Education Foundation

Such payment shall be made on or before November 1 of each school year.

Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to this Section, shall be made on an annual basis to

ARTICLE IV – ASSOCIATION RIGHTS (continued)

the Association and District as a condition of continued exemption from the provisions of Sections 1. and 3. above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the agency fee has been made. No in-kind services or benefits may be received by the unit member in exchange for this contribution. Such proof shall be presented on or before November 1 of each school year. Any unit member making payments as set forth in this section who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for payment to the Association the reasonable cost of using said grievance or arbitration procedures.

5. **Maintenance of Membership.** Any unit member who, following notification by TALB of this provision, is a member of the Association on or after thirty (30) calendar days following ratification of this Agreement, shall maintain such membership through the date of expiration of this Agreement. The District will continue to deduct Association membership dues as specified by TALB throughout this period.

6. **Provision of Information.** The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

7. **Indemnification.** The Association shall indemnify, defend and hold harmless the District against any administrative action before the Public Employment Relations Board and/or any court action challenging the legality or constitutionality of Article IV, Section E. of this Agreement or its implementation.

The Association shall have the exclusive right to decide and determine whether any such action or proceedings referred in the above paragraph shall or shall not be compromised, resisted, defended, tried, or appealed.

F. **INFORMATION.** The District agrees to provide to the Association twice during the school year an alpha list of employees in the bargaining unit by name, payroll location, and classification. The first list shall be provided by the end of the second week in the fifth quadriweekly pay period. The second list shall be provided by the end of the second week in the ninth quadriweekly pay period. In addition, no more than three times during any twelve-month period, the District agrees to provide, upon request, the addresses and/or telephone numbers for those newly hired employees who have released their addresses and/or telephone numbers for publication in the District directory.

The District further agrees to provide the Association with eight (8) copies of a District directory (names, addresses, phone numbers) when such a directory is published. The Association agrees to use such information for internal organization purposes only and not to disclose it to any third parties. The District further agrees to

ARTICLE IV – ASSOCIATION RIGHTS (continued)

1 provide a staff list annually, when issued, for each CDC/Head Start site. Applicable
2 year-round school administrative schedules and budget publications shall be made
3 available to the Association.
4

5 TALB agrees to provide Employee Relations Services with the names of
6 designated site representatives and to update the list as changes occur. The District
7 agrees to provide the Association public documents distributed to school board
8 members and the press in preparation for meetings of the Board of Education.
9

10 **G. LEAVE OF ABSENCE FOR ASSOCIATION PRESIDENT.** Upon annual
11 written application, the Association president shall be granted a full-time leave of
12 absence to conduct Association business. Following the District's payments to the
13 employee for such leave of absence, the District shall be reimbursed by the employee
14 organization of which the employee is an elected officer for all compensation paid
15 and for all sick leave granted to the employee because of such leave. Reimbursement
16 by the employee organization shall be made within ten (10) days after its receipt of
17 the District's certification of compensation and sick leave.
18

19 Upon return from leave to conduct Association business, the Association president
20 will be provided the opportunity to return to the site assigned prior to the
21 commencement of leave if a vacancy in the appropriate credential area exists at that
22 site.
23

24 **H. ASSOCIATION LEAVE:**

25
26 1. The District will grant to the bargaining unit as a whole a total of two
27 hundred (200) days per fiscal year (July 1-June 30) of released time for unit
28 members to attend workshops, conferences, or other activities sponsored by
29 the Association as identified by H.1 and H.2. Whenever possible, association
30 leave for Head Start teachers will be requested on Friday. The TALB
31 president or his/her designee shall submit in writing the information and the
32 names of unit members who are authorized to use the association leave days
33 to Employee Relations Services prior to an employee's application for the
34 released time. Written application for approval for such released time must
35 be submitted by the employee on the appropriate District form to the site
36 manager at least five (5) working days prior to the anticipated absence.
37

38 2. The District will grant to each member of the TALB Board of Directors
39 released time per fiscal year to allow all members to participate in regularly
40 scheduled meetings of the Board of Directors. The TALB president or
41 his/her designee shall provide to Employee Relations Services the names of
42 members of the Board of Directors and the schedule of meeting dates.
43

44 The Association agrees to reimburse the District for any substitute pay
45 expended in relation to Section 1. and 2. above.
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ARTICLE IV – ASSOCIATION RIGHTS (continued)

- 1 I. **EMPLOYEE PARTICIPATION IN ASSOCIATION MEETINGS.** Upon at
2 least twenty-four (24) hours advance notice, with the approval of the appropriate
3 CDC/Head Start manager and with substitutes available, a maximum of four (4) unit
4 members acting as designated Association representatives normally may have their
5 work schedules adjusted so as to allow attendance at Association meetings on non-
6 paid time. No unit member may exercise this option more than one (1) day per
7 month. Additional days may be approved upon special written request to the
8 CDC/Head Start program manager.
9
- 10 J. The District agrees to make reasonable effort to provide the Association with the
11 opportunity to review newly developed and/or revised forms related to the
12 implementation of this contract.
13
- 14 K. The District agrees to make reasonable effort to provide the Association with a copy
15 of notices to CDC/Head Start employees which relate to the negotiated agreement
16 and which require the authorization of the Superintendent, the Deputy
17 Superintendent, Chief Business and Financial Officer or the Director of Child
18 Development Centers, or Head Start Director.
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ARTICLE V

Days and Hours of Employment

A. WORK YEAR:

1. **Child Development Center Teachers.** The work year for Child Development Center teachers shall be one of the following:

- a. **Twelve Month Assignment** (fiscal year July 1 to June 30 inclusive). Teachers who have a twelve (12) month assignment work two hundred sixty (260) days less thirteen (13) unpaid holidays. Teachers who have a twelve (12) month assignment also accrue twenty-one (21) vacation days during each fiscal year. Salary placements to employees in a twelve (12) month assignment are prorated over 13.0 pay periods.
- b. **Ten Month Assignment:**
- (1) **Abbreviated Traditional Calendar Assignment** (California Preschool Teachers). Teachers who have a ten (10) month traditional assignment annually work one hundred seventy-seven (177) days. Salary payments to employees in a ten (10) month assignment are prorated over 10.0 pay periods.
- (2) **Year-Round Assignment.** Teachers who have a year-round schedule work one hundred seventy-seven (177) days, as assigned, during the fiscal year which extends from July 1 to June 30. Salary payments to employees working in a year-round assignment is prorated over 13.0 pay periods.

2. **Head Start Program Teachers.** The work year for Head Start teachers shall be one of the following:

- a. **Twelve Month Assignment** (fiscal year July 1 to June 30 inclusive). Head Start teachers who have a twelve (12) month assignment work two hundred forty-seven (247) days less thirteen (13) unpaid holidays. Teachers who have a twelve (12) month assignment also accrue twenty-one (21) vacation days during each fiscal year. Salary payments to employees in a twelve (12) month assignment are prorated over 13.0 pay periods.
- b. **Ten Month Assignment** (217 Day Employees). Head Start teachers who have a ten (10) month assignment annually work one hundred

ARTICLE V – DAYS AND HOURS OF EMPLOYMENT (continued)

eighty-two (182) days. Salary payments to employees in a ten (10) month assignment are prorated over 10.4 pay periods.

B. **HOLIDAYS.** The District agrees to grant all twelve (12) month and ten (10) month employees in paid status those legal and Board-designated holidays which occur during the specified traditional or year-round calendars.

1. Legal non-paid holidays shall include Independence Day, Admission Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, Lincoln Day, Presidents' Day, and Memorial Day.
2. In addition, the District agrees to grant two (2) non-paid holidays to be designated by the Board of Education. One of these holidays shall be the Friday following Thanksgiving Day.
3. The District reserves the right to designate additional non-paid holidays and agrees that the number of non-paid legal and designated holidays for twelve (12) month employees in paid status shall not total fewer than thirteen (13).
4. Ten (10) month employees shall be scheduled for recess periods during winter and spring in conformity with the K-12 school session calendar.
5. When a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday. When a legal holiday falls on Sunday, the following Monday shall be observed as a holiday.
6. The CDC and Head Start programs shall not be in operation on a day that has been declared a holiday by the Board of Education.
7. Consistent with the above provisions, the date of each holiday shall be set forth in the calendar (see Appendix A).

C. **WORK WEEK AND WORKDAY:**

Child Development Center Employees. The work week and workday for Child Development Center teachers shall be as follows:

1. Full-time CDC teachers shall be employed for eight (8) hours a day, inclusive of thirty (30) minute duty-free lunch period, preparation time, and breaks. The teacher shall have three hundred (300) minutes of program preparation per week as directed by the coordinating teacher for purposes approved by the CDC manager.

ARTICLE V – DAYS AND HOURS OF EMPLOYMENT (continued)

- 1 During the program preparation, the teacher shall be in such physical
2 proximity to the children that his/her presence may be applied to the state-
3 mandated teacher-child ratio. In addition, the teacher shall have a duty-free
4 fifteen (15) minute rest break for each four (4) hour period worked.
5 Exceptions shall be allowed for field trip days and emergencies as determined
6 by the coordinating teacher.
7
- 8 2. Teachers working an eight (8) hour split-shift (two separate shifts at one or
9 more site) do not have a thirty (30) minute paid lunch period nor is travel
10 between sites accomplished on duty time. Teachers working an eight (8)
11 hour split-shift assignment receive one additional salary increment.
12
- 13 3. Part-time employees shall work the number of hours specified in their
14 employment contracts. Any employee working four (4) hours or more shall
15 have a fifteen (15) minute break for each four (4) hours of employment and a
16 planning period prorated from the three hundred (300) minutes per week of a
17 full-time employee in ratio to the number of hours employed. During the
18 program preparation period, the teacher shall be in such physical proximity to
19 the children that his/her presence may be applied to the state-mandated
20 teacher-child ratio. Any teacher working a six (6) hour day shall have a thirty
21 (30) minute duty-free lunch period included within the six (6) hour day.
22
- 23 4. The work schedule in each center shall be prepared by the Coordinating
24 Teacher in consultation with the teaching staff and approved by the CDC
25 program manager responsible for the site. The Coordinating Teacher shall
26 include provision for make-up time in the schedule if the major portion of a
27 teacher's rest break, lunch period or program preparation period is interrupted
28 by unanticipated activities related to the site program.
29
- 30 5. Coordinating Teacher duties will be mutually agreed upon by Coordinating
31 Teacher/Program Coordinator and the Director.
32
- 33 6. Coordinating Teacher assignments at more than two sites with more than
34 three programs will not be scheduled without first consulting with the
35 Association regarding the necessity for such assignment.
36
- 37 D. **VACATIONS.** Twelve (12) month employees accumulate earned vacation at the
38 rate of .081 hours for each paid hour of service - approximately twenty-one (21) days
39 per year. In computation of the amount of vacation earned, leaves of absence with
40 pay are not considered as breaks in service.
41 1. Earned vacation may be taken after three (3) calendar months following the
42 date of first service.
43
- 44 2. Employees are permitted to carry forward to the next fiscal year not more
45 than one-half of a year's earned vacation.
46

ARTICLE V – DAYS AND HOURS OF EMPLOYMENT (continued)

3. **Vacation Schedules:**

- a. Vacation schedules for CDC teachers shall be arranged in advance by the Coordinating Teacher with the approval of the appropriate CDC manager after consultation with affected employees. Vacation requests should be submitted to the CDC manager at least two (2) weeks prior to the date of absence.
- b. For Head Start teachers vacation schedules shall be arranged in advance with the approval of the appropriate manager after consultation with affected employees. Vacation requests should be submitted to the manager at least two (2) weeks prior to the date of absence.

E. **REQUIRED MEETINGS:**

1. **Required Meetings for Child Development Center Teachers:**

- a. Unless required to meet state licensing mandates, employees shall be in paid duty status to attend any meetings, workshops, or activities required of the employee by CDC management outside their scheduled work time. Employees shall be notified of required meetings, workshops, or activities by CDC management.
- b. Twice per month during the school year and once per month during the summer, there shall be, on paid duty time, a site planning session for available certificated staff. Meetings shall be scheduled for a maximum of two (2) hours. Such meetings shall be scheduled upon request of the site staff and upon approval, as to scheduling, by the CDC manager.

2. **Required Meetings for Head Start Teachers:**

- a. Unless required to meet state licensing mandates, employees shall be in paid duty status to attend any meetings, workshops, or activities required of the employee by Head Start management outside their scheduled work time. Employees shall be notified of required meetings, workshops, or activities by Head Start management.
- b. Site planning meetings will take place weekly and Center team meetings take place monthly. Classroom and site meetings may take place as requested by the Head Teacher, or Early Learning Center Manager.

F. **EXTENDED SERVICE:**

ARTICLE V – DAYS AND HOURS OF EMPLOYMENT (continued)

- 1
2 1. With approval of the appropriate CDC or Head Start manager, contract
3 teachers may have work hours extended beyond the contract hours to meet
4 mandated teacher/child ratios or program needs. Teachers whose hours have
5 been extended beyond an eight (8) hour workday will be compensated at time
6 and one-half compensating time and this time will be taken within a year
7 from the date compensating time was accrued. Use of compensating time
8 will be scheduled at a time when the needs of the District will be least
9 affected and is mutually agreeable to both the teacher and the coordinating
10 teacher. It is the responsibility of both the teacher who has accrued
11 compensating time and the coordinating teacher to agree on dates when this
12 time may be used sufficiently early to allow management to make scheduling
13 adjustments which shall minimize the impact on the program. Such accrued
14 compensating time shall not be carried over from one work year to the next.
15 Twelve month four (4) hour contract teachers will receive compensation at
16 the regular contract hourly rate but not less than the CDC/Head Start long-
17 term substitute hourly rate. This Section shall not apply to compensation
18 rates for contract teachers who are voluntarily substituting for other teachers.
19
- 20 2. When a twelve (12) month contract teacher's workday is extended for a
21 predetermined period of one week or more, additional sick leave to be used
22 only during periods of substituting and/or extended service will accrue at the
23 regular rate beginning with the first day of the extended service. In addition,
24 accrued hourly sick leave may be used in the event of absence during the time
25 employees work an extended workday over a predetermined period of one
26 week or more. Vacation hours accrued during regular contract status may also
27 be used while the employee is working an extended workday.
28
- 29 **G. INTERSESSION SUBSTITUTE SERVICE.** Employees assigned to a year-round
30 track schedule are eligible to apply to substitute during their intersession/recess
31 periods. When serving as a substitute teacher at any CDC site other than the site to
32 which they are regularly assigned, they shall be paid as per Schedule O. When
33 serving as a substitute teacher at the CDC site to which they are regularly assigned,
34 they shall be paid at a premium rate.
35
- 36 **H. ADDITIONAL CONSIDERATION FOR YEAR-ROUND SCHEDULES:**
37
- 38 1. It is not the intent of the District that employees be arbitrarily reassigned or
39 rotated from one track to another.
40
- 41 2. It is the goal of the District that the temperature of the room will be conducive
42 to an effective preschool program throughout the year. At a minimum,
43 some type of mechanical cooling device will be available for each preschool
44 room at each year-round site.
45

ARTICLE V – DAYS AND HOURS OF EMPLOYMENT (continued)

1 3. Effort will be made to provide program-wide in-service to year-round track
2 teachers at appropriate times during their year-round schedules.

3
4 4. Employees who would prefer the traditional school schedule are encouraged
5 to submit a request to transfer to CDC sites which have not converted to year-
6 round. Such requests will receive priority consideration.

7
8 I. **DAYS AND HOURS ISSUES UNIQUE TO HEAD START:**
9

10 1. The traditional work year for Head Start employees will be 182 days.

11
12 2. Full-time Head Start teachers are employed for eight (8) hours a day,
13 exclusive of a thirty (30) minute duty-free lunch period.

14
15 3. Typically, Head Start teachers have one (1) student-free day per week. This
16 day is used for home visits, planning, preparation of materials, in-service, and
17 other requirements of the Head Start program.

18
19 4. With the approval of the Head Teacher and the Head Start Director, teachers
20 whose hours have been extended beyond an eight (8) hour workday normally
21 will be scheduled for compensating time off on the next student-free day.

22
23 J. **Instructional Aides:**
24

25 1. Currently the assignment of instructional aides is a District responsibility; and
26 the evaluating of such aides is a teacher responsibility.

27
28 2. CDC and Head start programs will continue to comply with the law
29 governing adult-to-student ratios. Housekeepers and/or student aides/interns
30 will continue to be excluded from the ratio.
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ARTICLE VI

Compensation

A. SALARIES:

1. **Salary Schedules and Regulations:** The regular rate of pay for each employee in the bargaining unit shall be in accordance with the Salary Schedules available at each work site of the Child Development Centers and Head Start Program offices and on the District web site. The Provisions for Administration of Salary Schedules are incorporated in Appendix B of this Agreement.
2. **Biweekly Salary Advance:** Upon submission of a timely request, an employee may be advanced not more than one-half of his/her net pay after deductions every two (2) weeks.
3. **Payroll Errors:** Proper salary class and step placement is a joint responsibility of the employee and the District. All employees are encouraged to review their salary placement annually and should they believe that they are improperly placed on the salary schedule, they should immediately bring this information to the attention of the District. In the event that an incorrect salary placement results in an underpayment, the District will issue a warrant for approximately ninety (90) percent of the net underpayment from the revolving fund within ten (10) working days from the day the error has been verified and Payroll receives written notification. Full adjustment will be reflected in the employee's next regular pay warrant. Should the incorrect salary placement result in an overpayment, the employee will reimburse the District the full amount of such overpayment on a repayment schedule developed by the District and the employee. In the event of an error favoring the employee or the District, the error shall be corrected retroactively for a period of up to three (3) years dating from the discovery of the error. "Discovery of the error" is defined as the date the District or the employee first receives written notification.
 - a. When an employee requests an audit of payroll records beyond the immediately preceding thirty-six (36) months, the employee will be charged for this service at the rate of \$20 per hour. The service fee will be waived if the audit reveals an actual error. The employee may request an estimate of the time involved in the audit prior to authorizing Payroll to proceed.
 - b. Within two years of receipt of the annual service credit statement from the State Teachers Retirement System (STRS)/Public Employees Retirement System (PERS), as applicable, employees

ARTICLE VI - COMPENSATION (continued)

may request review of a perceived discrepancy in annual service as reported in that statement.

4. **Pay Warrant Adjustments.** (Education Code, Section 45051) Contract employees hired after the beginning of the contract year shall be notified at the time of employment that they will receive a pay adjustment in their first warrant. Contract employees who resign, retire, go on unpaid leave, or are terminated prior to the end of their work year may have their last pay warrant adjusted.
5. **Mileage.** Employees who are authorized by the Board of Education to receive reimbursement for mileage will be reimbursed at the rate per mile established by the Internal Revenue Service for business mileage.
6. **Head Teachers (Head Start).** Head teachers shall receive two (2) increments in addition to their regular step and column placements described in the current salary schedule.
7. **403(b) Plan.** Unit members may participate in the District approved tax sheltered annuity plans, including the 403(b) plan, through voluntary payroll deduction. The District shall pay the fees, if any, of a third party administrator who will be responsible for plan administration and compliance. The District shall consult with TALB when considering a change in the 403(b) third party administrator.

B. **HEALTH AND WELFARE BENEFITS:**

1. **Employee Eligibility.** All bargaining unit employees working fifty (50) percent or more of a full-time assignment as defined in Article V (Days and Hours of Employment), Sections A. and J., are eligible for health, dental, vision, and life insurance benefits as provided in this Article. Effective 2010-11, the employer contribution shall be pro-rated for less-than-full time unit members.
 - a. All coverage is effective the first day of paid service or first paid day upon return from unpaid leave of absence.
 - b. Any employee in unpaid leave status for a period in excess of thirty (30) calendar days may continue health and welfare benefit coverage as provided in this Article by personally paying the premiums. The percent of the annual premiums to be paid shall be the same as the percent of the contract year during which the employee is in unpaid leave status. (For example, a one hundred seventy-eight [178] day employee on unpaid leave for one [1] semester, i.e., eighty-nine [89] days, is responsible for fifty (50) percent of the annual benefit premiums.)

ARTICLE VI - COMPENSATION (continued)

- 1 c. Effective 9/1/06, an employee who fails to enroll during open
2 enrollment or within thirty (30) days of initial eligibility will be
3 automatically enrolled in Blue Shield PPO, Delta Premier, Vision,
4 and Life.
5
- 6 d. Dependents of employees who, pursuant to paragraph c. above, are
7 defaulted into the designated District group medical plans are not
8 eligible to be enrolled except as follows:
9 (1) During the next open enrollment period; and/or
10
11 (2) Within thirty (30) days of becoming eligible by virtue of
12 such qualifying events as birth, adoption, marriage or
13 registering of a California Domestic Partnership.
14
- 15 2. The 2013 District annual maximum contribution toward individual unit
16 member insurance premiums for District medical plans for full time
17 employees, employee plus one and family coverage shall be based on the
18 2013 District PPO rates as adjusted by the cost containment changes. The
19 District's annual maximum contribution excludes District dental and vision
20 insurance.
21
- 22 Beginning the 2014 insurance year (January 1, 2014), and each year
23 thereafter, the District shall increase the prior year's District annual
24 maximum contribution toward individual unit member insurance premiums
25 for District medical plans for full-time employees, employee plus one and
26 family coverage by 3.5%. In the event the elected coverage in a District
27 insurance program exceeds the above stated District maximum annual
28 contribution, the cost difference shall be paid by the unit member through
29 payroll deduction. The Health Benefits committee shall actively work to
30 limit increases greater than 3.5%, through plan design modifications,
31 vendor selection, wellness programs, and member education. In the event
32 that the combination of the annual PPO rate increase and/or cost
33 containment results in premiums below the District maximum annual
34 contribution described above, that difference will mitigate future rate
35 increases.
36
- 37 Effective January 1, 2016, change the health and welfare plan year from the
38 current calendar year (January 1 to December 31) to match the District's
39 fiscal year (July 1 to June 30). The change shall be managed in the following
40 manner:
41 a. January 1, 2016 through June 30, 2016 will be a "short" plan year (6
42 months).
43 b. Effective July 1, 2016 the new plan year shall be based on the fiscal
44 year (12 months).
45 Open enrollment shall take place in May of each year with all plan
46 changes being effective on July 1.

ARTICLE VI - COMPENSATION (continued)

c. Flexible Spending Accounts will remain on the calendar year and will continue to have their open enrollment in November.

d. In the initial transition year, the deductibles and out-of-pocket maximums that have accrued during the "short" plan year shall carry over for the first plan year based on the fiscal calendar. The accrued deductible and out-of-pocket maximum then shall reset back to zero on July 1, 2017.

e. The District Annual Maximum (DAM) shall be converted to the fiscal year by taking the arithmetic average of the DAM for 2016 and 2017 calendar years.

Example:

$$2016-2017 \text{ DAM} = [(2016 \text{ DAM}) + (2017 \text{ DAM})]/2$$

Effective July 1, 2017 the DAM will increase each July 1 by 3.5%.

3. The lowest cost District HMO medical plan offered unit members in any given insurance year shall not be subject to the District annual maximum contribution described in Section 2 above. In the event that the District anticipates that the premiums for the lowest cost District medical HMO plan may exceed the District annual maximum contribution as described in Section 2 above in the succeeding year, negotiations will automatically be initiated to address the excess cost during the next round of negotiations.

4. All eligible unit members retiring from the District after August 31, 2013 shall receive the same District annual maximum contribution for District medical plans provided to active unit members. Eligible unit members who retire on or before the above date shall not be subject to the District's annual maximum contributions as described in Section 2 above.

5. The District shall apply any health benefit cost containment changes, including plan design changes, implemented for active employees to retirees.

6. **Health Insurance.** Employees may choose coverage for themselves and their eligible dependents or same gender domestic partners for whom a Declaration of Domestic Partnership is currently on file in the office of the Secretary of State for the State of California. A choice shall be made from any one of the approved plans described below during the enrollment period announced by the Risk Management Branch. The District will pay no dollar amount greater than the maximum premium equivalent paid to fund the comprehensive plan carrier (Blue Shield). The employee must pay any additional premium cost. This arrangement is consistent with federal regulations concerning health maintenance organizations (HMO).

a. Kaiser Foundation Health Plan.

Brief description of coverage: Unlimited lifetime maximum.

Continuation of existing plan without modification of benefits,

ARTICLE VI - COMPENSATION (continued)

except as noted.

Physician Visit: \$5 co-pay, effective 3/1/2013.

Emergency Room Visit: \$100 co-pay, effective 3/1/2013. The fee is waived if the person is admitted to the hospital.

Chiropractic Care: \$5 co-pay and 30 visits per year, effective 1/1/07.

Prescription Plan: Retail co-pay per one hundred (100) day prescription - \$5.

b. **HMO Plan.**

Brief description of coverage: Effective March 1, 2013, this plan will be referred as the HMO TALB plan. The ability to move between the HMO and Comprehensive Major Medical is no longer available. Continuation of existing plan without modification of benefits, except as noted.

HMO. Office visits, \$5; no deductible; hospitalization 100% covered. Unlimited lifetime maximum. Continuation of existing plan without modification of benefits, except as noted.

Emergency Room Visit: \$100 co-pay, effective 3/1/2013. The fee is waived if the person is admitted to the hospital.

Chiropractic Care (Blue Shield HMO): \$5 co-pay, up to 30 visits per year, effective 1/1/07.

Prescription Plan: Effective 3/1/2013, prescriptions will be carved into the HMO plan. Retail co-pay per thirty (30) day prescription: \$5 generic; \$10 formulary; and \$35 non-formulary. Mail order co-pay for up to ninety (90) day prescription supply: \$5 generic; \$10 formulary; and \$35 non-formulary.

c. **PPO. COMPREHENSIVE MAJOR MEDICAL.** Continuation of existing plan without modification of benefits, except as noted.

- (a) Through December 31, 2015, \$200/\$400 deductible; 20% co-insurance; \$500 individual/\$1,000 family per year out-of-pocket limit (in addition to deductible); Effective January 1, 2016, \$300/\$600 deductible; 20% co-insurance; \$1,000 individual/\$2,000 family per year out-of-pocket limit (in addition to deductible).

ARTICLE VI - COMPENSATION (continued)

(b) Out-of-Network Provider – Through December 31, 2015, \$400/\$800 deductible; 40% co-insurance; \$3,000 individual/\$6,000 family per year out-of-pocket limit (in addition to deductible); Effective January 1, 2016, \$500/\$1,000 deductible; 40% co-insurance; \$5,000 individual/\$10,000 family per year out-of-pocket limit (in addition to deductible).

Prescription Plan: Effective 3/1/2012 the PPO plan will include a comprehensive prescription program with the following co-pay structure:

National Formulary: The District shall participate in the National Formulary to the extent offered by the district PPO Plan's Pharmacy Benefit Manager effective July 1, 2016.

Retail Pharmacy (30 Day Supply): \$0 co-pay for generic; \$20 co-pay for formulary; and \$50 co-pay for non-formulary.

Mail Order (90 Day Supply): \$0 co-pay for generic; \$20 co-pay for formulary; and \$50 co-pay for non-formulary.

d. Hearing Aids. Any active employee who is insured under any one of the District sponsored medical plans may request reimbursement for the costs of hearing aids. The maximum amount of reimbursement shall not exceed one thousand dollars (\$1,000) within any three (3) year period. The cost of hardware, fitting tests, and other tests related to the hearing aids purchased shall be included for reimbursement purposes.

7. **Dental Insurance**. The District agrees to provide eligible employees with District payment of premium costs. Employees may choose between approved plans described below:

a. Delta Dental, PPO Plus Premier. This is a continuation of the present plan and the District shall continue to pay premium costs under this plan for the employee only. The employee may choose to pay premium costs for eligible dependents. Maximum amount paid by plan per person per calendar year:

In-Network PPO Dentists: \$2,200.

Premier and Out-of-Network Dentists: \$2,000.

ARTICLE VI - COMPENSATION (continued)

b. Delta Care (PMI) Dental Health Plan. This is a continuation of the present plan. Coverage for both the employee and his/her eligible dependents is provided for by this plan.

8. **Life Insurance.** Employees whose regular annual salary exceeds fifteen thousand dollars (\$15,000) shall be insured for the amount of the annual salary but not to exceed fifty thousand dollars (\$50,000); employees whose regular annual salary is fifteen thousand dollars (\$15,000) or less shall be insured for fifteen thousand dollars (\$15,000). The amount of coverage shall be based upon the salary rate on the last day of actual service to the District by the employee.
9. **Vision Care Insurance.** The District agrees to provide vision care insurance for eligible employees. The Medical Eye Services plan provides one (1) comprehensive examination every twelve (12) consecutive months; two (2) pairs of lenses in any twenty-four (24) consecutive months. Employee is responsible for paying a ten dollar (\$10) deductible per calendar year. Prior enrollment in the plan is required.
10. **Mental Health Care Service.** Employees and eligible dependents shall be provided outpatient mental health care service through the same Health provider in which the unit member is enrolled through the District (i.e. If medical is provided by the PPO, the mental health care is provided through the PPO.)
11. **125 Plan.** Upon securing the appropriate government approval, the District will provide employees the opportunity to participate in a 125 Plan at no administrative cost to the employee. Attendance at informational meetings shall be voluntary.

C. **DURATION OF BENEFITS:**

1. **Retiring Employees After Seventeen Years of Service.** Employees shall be eligible for District-paid premiums for health insurance provided that (a) the employee is age fifty-five (55) or older upon retirement and has seventeen (17) or more service years in the District or (b) the employee has at least thirty (30) years of service credit with STRS or PERS and seventeen (17) or more service years with the District. This benefit shall end when the retiree reaches age sixty-seven (67) on the condition that the retiree, if eligible, applies for coverage under Medicare Part A and B coverage at age sixty-five (65). Eligible employees who fail to apply for such coverage will not receive District-paid premiums for health insurance from age sixty-five (65) to age sixty-seven (67). (Article VI, C, 1, Lines 13-16) The retiree, or unmarried spouse of deceased retiree, may remain in the District plan by paying personally the insurance premiums without any limit on age.

ARTICLE VI - COMPENSATION (continued)

Medicare coverage will be primary for those employees who are eligible; the District's plan will provide secondary or umbrella coverage over Medicare payments. Additional information is available from the Risk Management Branch. (For health insurance benefits, unit member employees compensated for fifty [50] percent or more of a full-time assignment will receive one [1] year of credit toward the required seventeen [17] years of service.)

2. **Resigning/Retiring Employees.** Employees who do not qualify under Section 1. above and who resign as of the last day of the school year and after having served a complete contract year immediately prior thereto shall be eligible for District-paid health, dental, vision, and life insurance benefits through September 30 following the school year of service.

Retirees age fifty-five (55) or older may remain in a District plan by paying personally the insurance premiums beginning the first of the month after the employee's retirement date. There is no limit on age. Medicare coverage will be primary for those employees who are eligible; the District's plan will provide secondary or umbrella coverage over Medicare payments. Additional information is available from the Risk Management Branch.

3. **Temporary Contract Employees.** Persons with temporary contracts who receive a letter of assurance for future employment shall have continuous health, dental, vision, and life insurance benefits through the months of July, August, and September following receipt of the letter of assurance.

4. **Employees on STRS/PERS Disability.** Employees who otherwise qualify and who are disabled and begin drawing STRS/PERS disability payments after June 1, 1979, shall be eligible for District-paid health insurance for the term of the disability but not more than thirty-nine (39) months from the dates of approval of the disability allowance.

5. **Health Insurance Extension.** For employees who do not qualify for benefits as described in Sections C.1. or C.2. or C.3. above, District-paid health, dental, vision, and life insurance coverage shall be extended to the end of the calendar month in which employment is terminated.

6. **Dental Insurance Extension.** Employees who retire from the District may remain in a District plan by paying personally the insurance premiums as provided for in Education Code, Section 7000. Employees who terminate employment with the District may extend their dental insurance at employee expense as provided in the Consolidated Omnibus Budget Reconciliation Act (COBRA). Information should be requested from the Risk Management Branch.

ARTICLE VI - COMPENSATION (continued)

1 D. **TUBERCULOSIS EXAMINATION.** Required examinations for tuberculosis
2 shall be provided by the District at no cost to employees only if District-designated
3 service providers are utilized. The examination shall consist of an approved
4 intradermal tuberculin test (Mantoux), which, if positive, shall be followed by an x-
5 ray of the lungs.

6
7 E. **CONSULTATION MEETINGS.** The Association shall be invited on an annual
8 basis to consultation meetings with the District and other employee groups for the
9 purpose of exchanging information on the implementation of health, dental, and
10 vision plans. The District also shall provide the Association the following
11 documents without cost: provider service agreements, financial reports, cost
12 containment reports, and claims information summaries.

13
14 F. **HEALTH AND WELFARE BENEFITS COMMITTEE.** The Association and
15 District agree to form a joint committee to meet on an as needed basis to address
16 the current and projected increases in health care costs. All recommendations will
17 be submitted for consideration to the respective collective bargaining teams for
18 negotiating. The specific duties of the subcommittee shall include:

- 19
20 a. Actively considering health and benefit cost containment measures relating to
21 District PPO, HMO, vision and dental insurance plans for recommendation to
22 the parties. This includes, but is not limited to, co-payments and plan design
23 modifications, active rate bidding by health care vendors/providers and
24 alternative plans. It is the intent that the subcommittee shall use every
25 reasonable effort to maintain the premiums for the lowest cost District HMO
26 medical plan below the District annual maximum contribution described in
27 Section B.2 above.
- 28
29 b. Membership education intended to fully maximize health benefits in a manner
30 that encourages cost containment and quality health care (e.g., use of
31 emergency room for non-emergency matters, use of generics, etc.).
- 32
33 c. Ongoing data sharing regarding comparable costs and health plans with similar
34 districts.
- 35
36 d. Timelines for meetings consistent with making necessary recommendations for
37 ongoing negotiations and health benefit renewal dates.
- 38
39 e. Identifying an additional \$800,000 in cost containment and plan changes for
40 TALB unit members for implementation no later than January 1, 2014. These
41 cost containment changes will reduce the premiums for the affected plans
42 beginning January 1, 2014 and are intended to mitigate individual unit member
43 premium contributions as described in Section B.2.

44
45 Committee representation shall be limited to a maximum of four representatives
46 from each party. The parties shall utilize consultants and/or facilitators as mutually

ARTICLE VI - COMPENSATION (continued)

1 agreeable. Team members shall agree to joint training on labor-management
2 facilitation, health benefit design and how to assess benefit plans and look for cost
3 savings while maintaining quality health care.
4

5 Subject to state or federal regulations, the parties agree that all data and
6 communications regarding health and welfare benefit programs shall be shared
7 openly between the parties, including discussions regarding bidding and renewals.
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ARTICLE VII

Leaves of Absence

A. LEAVES OF ABSENCE (GENERAL):

1. All provisions of this Section are controlling for the specific leaves of absence identified in Sections B. and C. of this Article.
2. Except for illness or other equally grave emergency as defined in this Article, a leave of absence is discretionary on the part of the District and will be granted only if it has been determined that a competent substitute is available.
3. Discretionary leaves of absence, including personal leaves, will not normally be granted during the first and last week of any school year. Exceptions shall be made for approved leaves for illness, grave emergency or religious observance.
4. When approved, leaves of absence without pay for personal business, vacation or recreation shall be limited to a maximum of five (5) consecutive workdays.
5. The District shall determine procedures on employee responsibilities for application, notification, and verification regarding use of all authorized leaves of absence. Employees shall be advised of such procedures. The District shall consult with the Association prior to modification of such procedures. Upon request, the District shall annually provide to the Association a copy of all forms, procedures and Board of Education adopted policies related to this Article.
6. **Return from Leave of Absence:**
 - a. Any employee returning within the same work year from sick leave, bereavement leave, statutory leave, judicial leave, personal necessity leave, or Family Medical Leave Act FMLA shall return to the same position assigned previous to the commencement of the leave.
 - b. Any employee returning from a leave of absence other than as described in 6.a., shall be assigned to a position where an opening exists and within the credential area and division/special service area assigned previous to the commencement of the leave. Notification of intent to return to service must be submitted on or before the first day of March by the employee who plans to return at the beginning of the first semester of the following school year, or ninety (90) days before the expiration of the leave if an employee is returning at another time

ARTICLE VII - LEAVES OF ABSENCE (continued)

1 during the year. Priority consideration for assignment will be given to
2 those meeting the March 1 deadline.
3

4 **B. LEAVES OF ABSENCE WITHOUT PAY:**
5

6 1. Leaves of absence without pay may be granted to employees for the
7 following purposes and when granted shall be governed by the conditions
8 specified:
9

10 a. **Advanced Professional and Academic Training.** Leave shall be for
11 no more than twelve (12) consecutive months nor more than one such
12 leave in a seven (7) year period and this period must be coterminous
13 with an intersession, a semester, or year.
14

15 b. **Service as a member of the Peace Corps, the Job Corps, or the**
16 **Domestic Peace Corps (Volunteers of Service to America).** Not more
17 than twenty-four (24) consecutive months.
18

19 c. **Teaching in a Foreign Country.** Leave shall be for no more than
20 twenty-four (24) consecutive months nor more than one such leave in
21 a seven (7) year period and this period must be coterminous with an
22 intersession, a semester, or year.
23

24 d. **Travel in Foreign Country.** Leave shall be granted for a period of
25 no longer than twelve (12) consecutive months nor more than one
26 such leave in a seven (7) year period and this period must be
27 coterminous with an intersession, a semester, or year.
28

29 e. **Rest and Recuperation.** Requires a doctor's statement. No more
30 than twenty-four (24) consecutive months.
31

32 f. **Rest and Recreation.** No more than twelve (12) consecutive
33 months.
34

35 g. **Child Care.** May be granted to either or both parents only
36 immediately following maternity/paternity leave for child
37 bonding/child care, including paid adoption leave under Section C.9
38 of the Article, plus a period coterminous with a semester or a school
39 year, provided the employee notifies Certificated Personnel at least
40 three weeks prior to the beginning date of the leave. A second
41 consecutive year of child care leave may be granted upon the request
42 of the employee. In the event of unforeseen circumstances of a
43 serious nature related to family need the employee is eligible to apply
44 for a leave of absence without pay under Section B.1.n. of this
45 Article.
46

ARTICLE VII - LEAVES OF ABSENCE (continued)

h. **Military Service.** As provided in the Education Code and the Military and Veterans Code.

i. **Work Experience.** No more than twelve (12) consecutive months. The work experience must be directly related to the employee's job responsibilities.

j. **Disability.** Granted to an employee who has been approved by the State Teachers Retirement System to receive a disability allowance. The period of such leave will be the term of the disability but not more than thirty-nine (39) months from the date of approval of the disability allowance.

k. **Position Leave.**

(1) Granted to an employee assigned to serve in a specially funded program.

(2) Granted to teach in the K-12 program of the LBUSD, not more than one (1) school year.

l. **Teach in Another School District** outside a radius of one hundred fifty (150) miles from the District (as measured from the administration offices). No more than twelve (12) consecutive months nor more than one such leave in a seven (7) year period.

m. **Family Medical Leave Act (FMLA).** As provided in statute; for example, to care for him/herself, a child, parent, or spouse with a serious health condition. Health care provider certification may be required. See employee notification at work site for additional information.

n. **Other reasons** which are deemed sufficient by the Board of Education.

2. Probationary, temporary, and special contract employees are eligible for only the following unpaid leaves: rest and recuperation; child care; military service; disability; family medical leave (if employed at least one complete year); and in the most extraordinary circumstances, leaves for other reasons deemed sufficient by the Board of Education.

3. Current STRS regulations state that employees who are on unpaid leave of absence do not earn retirement credit. Use of reduced pay or unpaid leave of absence reduces the employee's STRS service credit for that year. STRS service is credited in proportion to the amount an employee actually receives in compensation compared to the amount that employee would have received

ARTICLE VII - LEAVES OF ABSENCE (continued)

1 had he/she been compensated for the full year (earned divided by the total
2 earnable).

- 3
4 4. Current PERS regulations state that an employee must be in paid status for
5 1,740 hours to receive one (1) year of service credit.
6

7 C. **LEAVES OF ABSENCE WITH PAY:**
8

- 9 1. **Bereavement Leave.** Employees are entitled to leaves of absence, not to
10 exceed three (3) days (five [5] days if a funeral is attended out of state or
11 more than two-hundred [200] miles one way is traveled) as a result of the
12 death of any member of the immediate family. Bereavement leave is non-
13 cumulative and shall be taken only sequentially and immediately following
14 the death of a member of the immediate family. No deduction shall be
15 made from the salary of the employee, nor shall the leave be deducted from
16 leave granted in other sections of this Article. Members of the immediate
17 family include mother, step-mother, father, step-father, grandmother,
18 grandfather, or grandchild of the employee or of the spouse of the
19 employee; and the spouse, son, son-in-law, daughter, daughter-in-law,
20 brother, brother-in-law, sister, sister-in law of the employee or of the spouse
21 of the employee; or any person having a principal place of residence in the
22 immediate household of the employee. Employees who take bereavement
23 leave shall be responsible for following all notification procedures as per
24 Section A. 5. of this Article.
25

- 26 2. **Imminent Death Leave.** Certificated employees under contract are entitled
27 to two (2) days (non-cumulative) imminent death leave at full pay during
28 each fiscal year. This type of leave may be authorized in case of accident or
29 critical illness of a member of the immediate family (as defined in paragraph
30 one [1.] of this Section) when death of the family member is imminent.
31

32 3. **Sick Leave:**
33

- 34 a. Sick leave entitlement shall be received and deducted in the same
35 manner. For payroll computation:
36

37 .5 day = 4 hours leave
38 1.0 day = 8 hours leave
39 5.0 days = 40 hours leave
40 10.0 days = 80 hours leave
41 10.4 days = 81.60 hours leave
42 13.0 days = 104.00 hours leave
43

- 44 b. For each school year of service every employee employed five (5)
45 days a week shall be entitled to the following leave of absence with
46 full pay for illness or injury:

ARTICLE VII - LEAVES OF ABSENCE (continued)

200-day employees: 10.0 days (80.00 hours)

204-day employees: 10.4 days (81.60 hours)

12-month employees: 13.0 days (104.00 hours)

Sick leave may be deducted in one-half (1/2) hour increments.

- c. An employee in less than a full-time assignment and/or employed for less than a full contract year shall receive and have sick leave deducted in direct proportion to the percentage of the assignment; e.g., an employee with a fifty (50) percent assignment shall earn or have deducted .5 (four [4] hours) of sick leave.
- d. Full time unit members shall be entitled to use six (6) days of accrued and available sick leave each school year to attend to an illness of a child, parent, spouse, or registered domestic partner of the employee. This leave shall be prorated for part-time unit members.
- e. One (1) hour of sick leave is granted for each eighteen (18) hours an employee has worked in an hourly assignment. Accumulated hourly sick leave may be used for absences in any hourly assignment. Contract sick leave may not be used for absences in an hourly assignment. If an employee serving in a contract assignment has exhausted his/her contract sick leave, accumulated hourly sick leave may be used prior to statutory sick leave.
- f. An employee who claims sick leave may be required to execute a certificate or declaration to the effect that he/she was actually ill or injured on that day(s) before such sick leave may be paid.

Sick leave shall not normally be taken for minor elective or cosmetic surgery. Exceptions may be approved by the District physician.
- g. When the District determines that an employee's health condition may be impairing job performance, Human Resource Services shall have authority to direct the employee to have a medical examination by the district physician, by a District-appointed physician at District expense, or by an employee-selected physician approved by the district physician and to be paid by the employee.
- h. If a certificated employee under contract does not take the full amount of sick leave allowed in any school year, the amount not used is accumulated from year to year and accrued sick leave is credited toward time served for retirement purposes.

ARTICLE VII - LEAVES OF ABSENCE (continued)

1 i. An employee's sick leave record is open to the employee's inspection
2 upon request to the site payroll clerk. Sick leave accumulation shall
3 be reported on each quadriweekly pay warrant.
4

5 j. Any bargaining unit member suffering from a catastrophic illness or
6 injury who has exhausted all accrued sick leave may request sick
7 leave donations under the Sick Leave Donation Program. A request
8 to participate is submitted to the employee's principal/site
9 administrator. Procedures for both the receipt and distribution of
10 donated sick leave are provided as part of the Sick Leave Donation
11 Program, which is Appendix E in this contract.
12

13 4. **Personal Necessity Leave:** (Use of Sick Leave for Personal Necessity) 14

15 a. Every employee shall be permitted to use not more than seven (7)
16 days (12-month CDC teachers not more than eight (8) days) of sick
17 leave per fiscal year for personal necessity (Education Code, Section
18 44981) consisting of the reasons listed in (1) through (8) below.

19 (1) Death of a member of the immediate family as defined in
20 Section C.1. above. (This is in addition to normal
21 bereavement leave.)
22

23 (2) Accident involving the employee's person or property, or the
24 person or property of a member of the immediate family, as
25 defined in Section C.1. above. Such accident must a) be
26 serious in nature, b) involve circumstances the employee
27 cannot be expected to disregard, and c) require the attention of
28 the employee during assigned hours of work.
29

30 (3) Appearance in court as a litigant. (The employee must
31 return to work in cases in which it is not necessary to be
32 absent more than half of the regular workday.)
33

34 (4) Appearance as witness under an official order for which salary
35 is not allowed. Each date of necessary attendance under such
36 an order, other than the date specified in a subpoena, shall be
37 certified by the clerk or other authorized officer of the court or
38 governmental jurisdiction. In any case in which a witness fee
39 is payable, such fee shall be collected by the employee
40 remitted to Financial Services. (The employee must return to
41 work in cases where it is not necessary to be absent more than
42 half the regular workday.)
43

44 (5) Paternity. Once the employee has exhausted available
45 personal necessity leave for paternity leave for child

ARTICLE VII - LEAVES OF ABSENCE (continued)

bonding/child care as defined in Section C.10 of this Article, any remaining paternity leave shall be subject to Section C.10.

(6) Illness in the immediate family of the employee as defined in Section C.1. above.

(7) Home protection in the event of a natural catastrophe, such as flood or fire.

(8) Compelling Personal Reasons. Maximum of five (5) days per fiscal year upon twenty-four (24) hours prior approval of the absence to the appropriate manager; for business or other legal activity of serious and compelling personal importance that cannot be conducted before or after the workday. Such absences will not be approved on days immediately before or immediately after a District calendared holiday unless the employee notifies the appropriate manager at least forty-eight (48) hours in advance and provides the job number and the name of the person who has been confirmed to substitute for them.

b. Where possible, and with the exception of (8) above, employees shall notify the site manager not later than 2:00 p.m. on the day prior to the workday when leave is to be taken.

5. **Statutory Sick Leave.** If all regular and cumulative sick leave has been exhausted and a certificated employee under contract continues to be absent on account of illness or accident, the employee shall be entitled to an additional period of five (5) school months (one hundred [100] days) per each illness or accident. Compensation to the employee for each of these one hundred (100) days shall be at a rate of one-half (1/2) of the employee's daily rate. An employee shall not be provided more than one five (5) month period per illness or accident. However, if a school year terminates before the five (5) month period for the same illness is exhausted, the employee may take the balance of the five (5) month period during the subsequent school year. If an employee, having exhausted all available sick leave, continues to be absent on account of illness or accident beyond the five (5) month period and the employee is not medically able to resume the duties of his or her position, the employee, if not placed in another position shall be placed on a reemployment list for a period of twenty-four (24) months if the employee is on probationary status or for a period of thirty-nine (39) months if the employee is on permanent status. The twenty-four (24) month or thirty-nine (39) month period shall commence at the expiration of the five (5) month period. When the employee is medically able during the twenty-four (24) or thirty-nine (39) month period, the employee shall be returned to employment in a position for which he or she is credentialed and qualified.

ARTICLE VII - LEAVES OF ABSENCE (continued)

1 6. **Holidays.** A schedule of non-paid holidays shall be as set forth in the school
2 calendar.

3
4 7. **Industrial Injury and Illness Leave:**

5
6 a. Certificated employees who are absent from duty because of
7 industrial injury or illness and who qualify under the provisions of the
8 workers' compensation insurance law are allowed, for each injury or
9 illness, full salary from the first day of absence to and including the
10 last day of absence for the illness or injury, except that not more than
11 sixty (60) working days of leave are allowed for any one injury or
12 illness. Allowable leave under this Section may not be accumulated
13 from year to year.

14
15 b. Payment on any day during industrial injury or illness, when added to
16 compensation granted an employee under the workers' compensation
17 laws of California, shall not exceed the normal wages for the day's
18 primary assignment.

19
20 c. If an employee is still receiving workers' compensation insurance
21 benefits after entitlement to industrial injury or illness leave is
22 exhausted, he/she shall be placed on regular sick leave, vacation
23 leave, or statutory leave.

24
25 d. Industrial injury or illness leave is reduced by one (1) day for each
26 day of authorized absence, regardless of any compensation paid under
27 workers' compensation.

28
29 e. If the employee is no longer receiving workers' compensation
30 insurance benefits, but is still unable to return to work as determined
31 by the district physician, he/she is then placed on regular sick leave or
32 other leave, as provided by this Agreement.

33
34 When the employee goes on one of these types of leave while
35 receiving workers' compensation insurance benefits, he/she is entitled
36 to only such payment as will provide full pay for the primary
37 assignment when added to workers' compensation insurance benefits.

38
39 f. Before salary payments are made to an employee absent because of
40 industrial injury or illness, a report of the illness or injury must be
41 filed in the office of Risk Management.

42
43 g. After expiration of paid leave, an employee who is unable to return to
44 work as determined by the district physician may be granted
45 additional leave without pay for one (1) year. Such leave may be
46 extended for one (1) additional year for sufficient cause.

ARTICLE VII - LEAVES OF ABSENCE (continued)

- 1
2 h. Periods of leave under this regulation, either paid or unpaid, shall not
3 be considered to be a break in the service of the employee, except that
4 unpaid service may cause a break in progress toward tenure.
5
6 i. An employee receiving benefits under the provision of this regulation
7 may not leave the state of California without the authorization of the
8 Board of Education.
9
10 j. During all paid leaves of absence the employee must endorse benefit
11 checks received under state workers' compensation laws to the
12 District. The District will issue to the employee appropriate warrants
13 and payments of wages or salary and shall deduct normal retirement
14 and other authorized deductions. If combined payments under this
15 regulation total less than the normal full salary, as in the case of an
16 employee on statutory leave, the employee is not required to endorse
17 to the District benefit checks received under workers' compensation
18 laws. For income tax purposes, the District will notify employees of
19 the amount of disability income paid to the employee for the year.
20

- 21 8. **Maternity Leave.** A leave of absence for pregnancy-related disability shall
22 be granted for the period of time that the employee is physically unable to
23 perform the duties required of her position as certified by her personal
24 physician and approved by the district physician. Pregnancy-related
25 disability leave is charged to sick leave balances; if current, accumulated, and
26 statutory sick leave benefits are exhausted within the period of physical
27 disability, the remaining time that the employee continues on pregnancy-
28 related disability leave shall be in a leave-without-pay status. Additional
29 leave without pay may be granted prior to or following the period of physical
30 disability.
31

32 The employee shall notify the appropriate manager of her pregnancy and
33 furnish a doctor's statement which indicates the estimated date of
34 confinement and certifies that the employee's condition permits continued
35 performance of all duties related to her regular assignment. In the event that
36 the employee appears to be unable to continue to perform all duties related to
37 her regular assignment at any time prior to the defined period of disability,
38 the immediate manager may request a review by the district physician of the
39 period of disability.
40

41 The usual period of confinement following the birth of a child is considered
42 to be six (6) weeks. If the employee's condition varies from the usual in that
43 she is able to resume performance of all duties related to her regular
44 assignment at an earlier date (or if it is necessary to extend the leave beyond
45 six [6] weeks), the employee shall present the appropriate manager with a
46 statement from her attending physician which describes her condition and the

ARTICLE VII - LEAVES OF ABSENCE (continued)

1 estimated length of absence. The employee must obtain and furnish
2 appropriate forms from her physician, and deliver them completed by the
3 physician, to the appropriate manager. At least three (3) weeks prior to the
4 estimated date of return to active employment, the employee shall notify the
5 appropriate manager. When the employee is cleared by her personal
6 physician to return to work, she shall submit the required health form to the
7 district physician for review.
8

9 9. **Adoption of a Child.** The District shall grant a leave of absence for the
10 purpose of adopting a child under the age of (18) years.

11
12 a. Adoption leave is charged to sick leave balances. For the first six
13 weeks of adoption leave, the employee may use current and
14 accumulated full-pay sick leave. For the remaining adoption leave,
15 the employee shall use available statutory sick leave benefits at the
16 substitute differential pay [half pay] rate described under Section C.10
17 of this Article. If statutory sick leave at the substitute differential
18 [half] pay rate is exhausted in the course of this leave, the remaining
19 time the employee continues on adoption leave shall be in a leave-
20 without-pay status. Statutory sick leave used for purposes of adoption
21 leave shall be deducted from the employee's five month allotment of
22 statutory sick leave for the school year in which the leave occurs. If a
23 school year terminates before the 12-week adoption leave period is
24 exhausted, the employee may take the balance of the 12-week period
25 in the subsequent school year.
26

27 b. The maximum length of an adoption leave shall be twelve (12) weeks.
28

29 c. In advance of the adoption, the employee shall notify the appropriate
30 manager of the anticipated beginning and ending dates of the absence.
31

32 d. Following the adoption the employee shall provide to the appropriate
33 manager written verification of significant dates in the adoption
34 process.
35

36 10. **Maternity and Paternity Leave for Child Bonding/Child Care**
37

38 a. Pursuant to Education Code section 44977.5, when an employee takes
39 maternity or paternity leave under the Family and Medical Leave Act
40 (FMLA) and/or California Family Rights Act (CFRA), he or she may
41 use, concurrently with the unpaid FMLA and/or CFRA leave
42 entitlement, up to 12 workweeks of substitute differential [statutory
43 half pay] leave available under Section VII.C.5. The 12 workweeks
44 shall be reduced by any period of paid sick leave, including
45 accumulated sick leave, taken during a period of maternity or

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- b. An employee shall not be provided more than one 12-week period of paid absence per maternity or paternity leave. However, if a school year paid absence per maternity or paternity leave. However, if a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.
- c. For the purposes of this Article, “maternity or paternity leave” means child bonding or child care leave taken within the first 12 months following the birth of a child of the employee or the placement for adoption or foster care of a child by the employee, as provided in the CFRA.
- d. Leave taken under this section shall be in addition to the leave taken due to disability caused by pregnancy, childbirth or related medical conditions.
- e. Leave under this section shall include any leave taken under Section VII.C.9 for the adaption of a child.

11. **Judicial Leave.** A paid leave of absence shall be granted to an employee required to render jury service. If an employee is summoned to appear for jury duty during his/her work year, the employee shall, upon verification of service, be compensated. In the interests of supporting continuity of instruction, both the Association and the District encourage employees to postpone jury duty during non-work days. If an employee receives such a postponement, the District, upon receipt of verification, shall compensate the employee at the daily rate indicated below for jury duty served during non-work days.

Head Start Teachers	\$48.00
Child Development Center Teachers with less than sixty (60) units	\$48.00
Child Development Center Teachers	\$55.00
Child Development Center Teachers who are ten-thirteen (10-13) month employees with sixty (60) or more units	\$66.00

Paid leave shall be granted to an employee required to appear as a witness in a court in a manner prescribed by law, except when required to appear as a litigant, for reasons brought about through connivance or misconduct of the employee, or as a result of current employment outside the Long Beach Unified School District.

ARTICLE VII - LEAVES OF ABSENCE (continued)

1 The employee shall submit a written request for an approved leave of absence
2 as soon as practical after her/his knowledge of such required service.
3

4 Employees who are released from appearance in court as witnesses, jurors, or
5 following appearance to explain financial hardship shall report for the
6 balance of the workday, allowing for reasonable travel time.
7

- 8 12. **Personal Leave.** (applicable to 12-month employees only) Employees may
9 be granted up to one (1) day per fiscal year (non-cumulative) at half pay for
10 purposes of any lawful activity, provided that a qualified substitute is
11 available and that the written request is approved by the appropriate manager
12 at least two (2) days in advance of the absence.
13

- 14 13. **Educational Meeting Leave.** Upon application and approval by the
15 appropriate manager, an employee may be granted leave of absence with pay
16 to attend a meeting directly related to the employee's job responsibilities.
17

- 18 14. **Sabbatical Leave.** The District shall provide for granting sabbatical leaves
19 of absence to a limited number of full-time employees who have
20 satisfactorily served seven (7) consecutive years and otherwise qualify. An
21 employee eligible for sabbatical leave pursuant to Education Code, Section
22 44967, may make application to the Office of the Assistant Superintendent,
23 Human Resource Services.
24

25 a. The applicant who requests sabbatical leave for study must submit a
26 program of study which includes a full academic load as defined by
27 the institution of residence but not less than nine graduate semester
28 units or twelve undergraduate semester units. Within sixty (60) days
29 after returning to duty, the employee must submit a transcript of work
30 completed and grades earned.
31

32 b. The applicant who requests a sabbatical leave to travel must submit a
33 detailed statement of a proposed itinerary in one or more foreign
34 countries or travel within the United States. Travel must be related to
35 the school work of the employee on sabbatical leave who shall submit
36 a brief summary of his/her experience.
37

38 c. An applicant who requests sabbatical leave shall agree in writing to
39 render a period of service in the employ of the governing board of the
40 District following his/her return from the leave of absence which is
41 equal to twice the period of the leave.
42

43 d. Compensation shall be paid to an employee while he or she is on
44 sabbatical leave upon the furnishing by the employee of a suitable
45 bond indemnifying the governing board of the District against loss in

ARTICLE VII - LEAVES OF ABSENCE (continued)

- 1 the event the employee fails to render the agreed upon service
2 following the return of the employee.
3
- 4 e. No sabbatical leave shall be granted until the Assistant
5 Superintendent, Human Resource Services, is satisfied that a suitable
6 provision can be made for carrying on the applicant's work during
7 his/her absence.
8
- 9 f. The District shall provide for sabbatical leaves not to exceed one-
10 quarter (1/4) of one (1) percent of the total number of bargaining unit
11 members per year. The District may provide for sabbatical leaves not
12 to exceed one-half (1/2) of one (1) percent of the total number of
13 bargaining unit members per year.
14
- 15 g. Compensation for teachers on leave shall be one-half (50%) of the
16 salary the person would have received had he/she remained in active
17 service.
18
- 19 h. The District shall pay fifty (50) percent of the employee's health and
20 benefit premiums for the one-semester or one-year period the
21 employee is on leave.
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ARTICLE VIII

Transfers

- A. **DEFINITIONS AND CONDITIONS.** A transfer shall be a change in work location (from CDC/Head Start site to CDC/Head Start site) within the District and within the same job classification. Transfers may be requested by the employee or initiated by the District.

The transfer clause of the agreement does not apply to assignments and reassignments made from one year to the next; because of Head Start Teachers' temporary status under a categorically funded program site assignments are frequently changed between school years without reference to the Transfer Clause. The Transfer Clause has for years been limited to Transfers occurring within the school year.

B. **TRANSFER AT TEACHER REQUEST:**

1. A teacher may submit to the CDC/Head Start office a transfer request in writing at any time during the year.
2. A transfer request shall remain active from the date the request is filed through June 30 of the same fiscal year.
3. Vacancies in existing positions shall be announced when the District has at least thirty (30) calendar days notice of the pending vacancy.
4. Two copies of each Notice of Vacancies shall be mailed to each CDC/Head Start site and the TALB office at least two (2) weeks before the positions are to be filled on an assigned basis. Coordinating Teachers, Education Specialists, or their designees shall have responsibility for posting notices at CDC/Head Start sites.
5. Vacancy notices shall include the following information: (a) site, (b) program assignment, (c) certification requirements, and (d) job description.
6. To facilitate implementation of this Article, teachers resigning their positions or requesting leaves of absence are urged to notify the CDC/Head Start Director in writing thirty (30) days prior to the intended resignation or leave.
7. **CDC Program.** Voluntary transfers shall be made on the basis of one or more of the following factors: (a) certification to perform the required services; (b) staffing needs of the center (gender, ethnicity, teaching experience); (c) special skills in areas that are specific to the identified program; e.g., School Age Care, Preschool Age Care, etc. When the above

ARTICLE VIII – TRANSFERS (continued)

factors are substantially comparable, length of service in the CDC program will determine transfers except that, in the cases of equivalent length of service in the CDC program, additional consideration will be given to the employee's length of service at the present center. Employees who are granted their transfer requests shall not be eligible to apply for a subsequent transfer until the next fiscal year except with the consent of the District and/or if the new position would result in an increase of hours/calendar year for the employee.

Head Start Program. Voluntary transfers shall be made on the basis of one or more of the following factors: (a) certification to perform the required services; (b) staffing needs of the center (gender, ethnicity, teaching experience); (c) special skills in areas that are specific to the identified program; e.g., Early Head Start, Head Start, Combination, etc. When the above factors are substantially comparable, length of service in the Head Start program will determine transfers except that, in the cases of equivalent length of service in the Head Start program, additional consideration will be given to the employee's length of service at the present center.

8. Teachers who have requested a transfer shall be notified in writing of the receipt of their request.
 - a. If the transfer is granted, the teacher and the Coordinating Teachers concerned will be notified in writing of the new assignment no later than one (1) week prior to the effective date of the transfer.
 - b. If the request for transfer is denied, the teacher submitting the request may ask for a conference with an appropriate CDC/Head Start manager to discuss the matter.
9. Nothing in this Article shall prevent a teacher from amending or withdrawing a transfer request at any time without establishing precedent.

C. TRANSFERS INITIATED BY ADMINISTRATION:

1. Transfers other than Section B. above that result in relocating a teacher to another site normally shall be made when an appropriate CDC/Head Start manager determines that (a) there is a need to reduce staff because of enrollment loss; (b) there is a need to balance the staff according to mandated federal or state requirements; or (c) there is a specific written program or a personnel need as determined by an appropriate CDC/Head Start manager in consultation with the Coordinating Teacher; or (d) there is a closure of a site/program.

ARTICLE VIII – TRANSFERS (continued)

2. No teacher shall be transferred involuntarily more than one time in any fiscal year unless significant loss of funding, closure of a program, or a personnel need causes a transfer to be necessary. The need shall be discussed by a CDC/Head Start manager with the Coordinating Teacher and the transferee. If requested, the transferee may have TALB representation at the meeting.
3. **CDC Program.** When a transfer is necessary because of enrollment or funding loss, a CDC manager shall first seek a volunteer from among qualified teachers. If no teacher volunteers, the teacher with the least districtwide seniority shall be transferred unless bypassed for a specific personnel/program need. The need shall be determined by the CDC manager after consultation with the Coordinating Teacher. In this instance, the teacher with the next least seniority shall be transferred, subject to the same specific personnel/program needs.
Head Start Program. When a transfer is necessary because of enrollment or funding loss, a Head Start manager shall first seek a volunteer from among qualified teachers. If no teacher volunteers, the teacher with the least districtwide seniority shall be transferred unless bypassed for a specific personnel/program need. The need shall be determined by the Head Start manager. In this instance, the teacher with the next least seniority shall be transferred, subject to the same specific personnel/program needs.
4. Any teacher transferred involuntarily may request a conference with an appropriate CDC/Head Start manager to discuss the possibility of a transfer to a future vacancy.
5. The procedure for arranging such a transfer shall be as follows:
 - a. A conference will be held between the teacher to be transferred and an appropriate CDC/Head Start manager prior to effecting any involuntary transfer. The conference will cover reasons for the transfer and options, if any as well as effective dates of transfer.
 - b. A written notice of any involuntary transfer will be sent simultaneously to the teacher to be transferred and site principal with a copy to the site. The notice of transfer shall also include the effective date of the transfer. This notice shall be given not less than one (1) week prior to the effective date of transfer except in emergencies.
 - c. The teacher may request a conference with an appropriate CDC/Head Start manager to discuss the success of the transfer.

ARTICLE VIII – TRANSFERS (continued)

1 D. **PREPARATION FOR TRANSFER.** A teacher being transferred will be given one
2 assigned working day with no teaching duties in order that on-site orientation and
3 moving tasks may be completed.
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5 E. Employees shall not be subject to involuntary transfer if they are fifty-nine (59) years
6 of age or older.
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ARTICLE IX

Safety Conditions of Employment

- A. The District shall be responsible for providing and maintaining buildings/facilities for unit members consistent with state health and safety regulations.
- B. Employees shall report potentially unsafe or existent unsafe conditions of the physical building/facility in writing to their immediate manager.
- C. The site manager or his/her designee shall investigate physical conditions at the site which are alleged in writing to be unsafe or hazardous. When the manager determines that an unsafe or hazardous physical condition exists, he/she shall take reasonable steps to temporarily prevent accidents and shall within forty-eight (48) hours also take action he/she deems necessary to correct the condition. Upon request, the unit member will be notified of the status of the repair.
- D. Employees shall be responsible for complying with published District safety standards applicable to each employee's job responsibility and for practicing basic safety measures. The District agrees to provide on-going opportunity for unit members to make suggestions and recommendations to the site manager affecting the safety of employees through site safety committees.
- E. When conditions constitute an obvious and immediate danger to the physical well-being of the employee and/or students for whom the employee is responsible, the employee shall immediately report the situation to the manager who in conjunction with the employee will render prudent and reasonable assistance in alleviating the problem.
- F. The District acknowledges the employee's statutory authority to exercise physical control of pupils as per Education Code, Section 44807, and to suspend pupils as per Education Code, Section 48900 et seq., and in compliance with District guidance and discipline codes.
- G. Employees shall immediately report serious threat of physical harm or cases of actual assault and/or battery suffered by them in connection with their employment to their immediate manager, and to the Director, and CDC or Head Start Coordinator on the appropriate District form. All such reports shall be forwarded to the appropriate local police agency by the District in compliance with state law. If police action is desired by the employee, he/she must file a separate complaint. The District recommends that employees file such complaints with the police.
 - 1. As provided in Education Code, Section 44807, any certificated employee of a school district shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his/her duties, of the

ARTICLE IX - SAFETY CONDITIONS OF EMPLOYMENT (continued)

- 1 same degree of physical control over a pupil that a parent would be legally
2 privileged to exercise but which in no event shall exceed the amount of
3 physical control reasonably necessary to maintain order, protect property, or
4 protect the health and safety of pupils and employees, or to maintain proper
5 and appropriate conditions conducive to learning.
6
- 7 2. As provided in Education Code, Section 35208(2), the District shall insure
8 against the personal liability of the members of the Board and of the officers
9 and employees of the District for damages for death, injury to a person, or
10 damage or loss of property caused by negligent act or omission of the
11 member, officer, or employee when acting within the scope of his office of
12 employment.
13
- 14 H. The District agrees to meet the requirements of Education Code, Section 35208,
15 relative to liability insurance and to communicate to employees on the subject within
16 the first four (4) weeks of each work year.
17
- 18 I. The District shall compensate a bargaining unit employee for loss or damage to
19 personal clothing or personal property as defined in Labor Code, Section 3208,
20 arising from an accident while acting within the scope of his/her employment.
21 Claims for compensation must be submitted to the Chief Business and Financial
22 Officer on the appropriate form for approval.
23
- 24 1. The District shall provide for the reimbursement to employees for the loss,
25 destruction, or damage by arson, burglary or vandalism of personal property
26 used in the schools of the District, as follows:
27
- 28 a. Reimbursement shall be made only when approval for the use of the
29 personal property in the schools was given before the property was
30 brought to school and when the value of the property was agreed upon
31 by the employee bringing the property and the school administrator or
32 person appointed by the administrator for this purpose at the time the
33 approval for its use was given.
34
- 35 b. When granted, such approval and agreed-upon value shall be in
36 writing.
37
- 38 c. Reimbursement for non-insured value shall be limited to a maximum
39 of \$200 per employee per year.
40
- 41 d. It is the employee's responsibility to provide reasonable precautions
42 and security for the approved item(s).
43
- 44 2. The District shall provide for the reimbursement of any employee's watch and
45 other jewelry that was damaged or destroyed as a result of an assault or
46

ARTICLE IX - SAFETY CONDITIONS OF EMPLOYMENT (continued)

1 intervention in a fight while acting within the scope of employment. Reimbursement
2 will be limited to a maximum of \$200.

3
4 J. Written District guidance and discipline code and due process provisions normally
5 will be distributed to and/or reviewed with employees at the first staff meeting of the
6 school year but no later than the end of the fourth week of the school year.
7 Employees shall be responsible for being familiar with these provisions, including
8 the appropriate application of due process for students.

9
10 K. When the site administrator has been officially notified that the court has authorized
11 the release of information and such release of information does not violate the legal
12 rights of the individual student, the teacher shall be informed of any student placed in
13 his/her class who has been convicted of a violent crime. The teacher is responsible
14 for maintaining such information in strict confidence.

15
16 L. The District agrees to make available to employees information on the specific
17 statutory provisions referred to in this Article.

18
19 M. Affected teachers shall be notified of extensive non-routine maintenance projects to
20 be conducted at the school site. It is the intent of the parties that these projects will
21 be scheduled to be as non-intrusive on the instructional program as is practical.

22
23 N. It is not the intent of the District to require any non-medical unit member to perform
24 specialized health care services; e.g., tracheostomy care, catheterization, insulin
25 injections. If the District contemplates a change with respect to this issue, the
26 District and Association shall meet and negotiate the conditions under which such
27 services shall be performed.

28
29 O. With the exception of temporary malfunctions, all existing classrooms will have a
30 working intraschool phone or intercom. New classrooms will have intraschool
31 phones or intercoms installed as quickly as possible but no later than twelve (12)
32 months after the classroom is utilized for instruction. During the period when no
33 phone or intercom has been installed, teachers shall be provided with cell phones
34 within a reasonable time.

35
36 In those situations in which students are instructed in non-traditional interior areas,
37 the teacher will have access to some type of device to ensure emergency
38 communication with the school office.

39
40 P. While on District business, in the event an employee's vehicle is damaged as a result
41 of vandalism or theft, the District will reimburse the employee for the insurance
42 deductible payment in an amount not to exceed \$500 per incident.

43
44 The above is contingent upon all of the following:

- 45 1. The employee secures a police report regarding the vehicular vandalism
46 within twenty-four (24) hours of the incident.

ARTICLE IX - SAFETY CONDITIONS OF EMPLOYMENT (continued)

- 1 2. The damaged vehicle was parked at an appropriate location in a legal manner
2 on or near school district property while the employee was required to be
3 engaged in District business.
4
- 5 3. The employee provides the Risk Management Branch with evidence of the
6 amount of insurance deductible payment actually made by the employee to
7 his/her insurance company.
8
- 9 4. The inclusion of the word "theft" above is temporary to allow the District to
10 evaluate its cost impact. The word "theft" shall be removed from the
11 contract beginning July 1, 2017, unless extended by mutual written
12 agreement of the District and Association.
13
- 14 Q. The District will continue to work on providing technological capabilities to sites
15 subject to funding constraints.
16
- 17 PARKING: A joint committee at each interested site consisting of two
18 administrative representatives (1 school site; 1 CDC/Head Start) and two teachers
19 will study local parking with the goal of recommending options and alternatives
20 which will maximize adequacy and security of parking for staff. If meetings are
21 scheduled for working time then the teacher representatives will be provided release
22 time. If the local committee is unable to provide an adequate solution and/or need
23 District level assistance, the committee may refer their information and
24 recommendations to the respective Directors of the CDC and Head Start Programs
25 and the Association.
26
- 27 FACULTY LOUNGE: A joint committee at each interested site consisting of two
28 administrative representatives (1 school site; 1 CDC/Head Start) and two teachers
29 will study availability of space. If meetings are scheduled for working time then the
30 teacher representatives will be provided release time. If the local committee is
31 unable to identify adequate space, the committee may refer the matter to the CDC
32 and Head Start Director. Wherever space permits, the Director will work with the
33 local site to provide space for a faculty lounge.
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ARTICLE X

Class Size

- A. The District and TALB agree that state or federal mandated pupil-teacher and adult-pupil minimum/maximum ratios shall be maintained in CDC and Head Start programs. CDC and Head Start managers will consult with TALB prior to implementing changes in minimum/maximum ratios.

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ARTICLE XI

Evaluation Procedure

- A. **FREQUENCY.** Evaluation and assessment of the performance of employees shall be made on a continuing basis at least once each school year for temporary and probationary personnel and at least once every other year for employees with permanent status.

CDC Teachers

Effective with the 2008-09 school year, CDC unit members with permanent status shall be evaluated at least every five (5) years if they have been employed by the district for ten (10) years or more as a CDC teacher and if the evaluator and the unit member consent to such time line. In order to be eligible for the five year cycle a unit member's most recent evaluation must contain an overall rating of at least Effective.

Either the evaluator or the unit member may withdraw from this cycle at any time and such withdrawal shall not be subject to the grievance procedure. Upon request the evaluator will meet with the unit member to explain the reasons for withdrawal.

Head Start Special Contract Teachers. Teachers will be formally evaluated annually.

- B. **EVALUATOR.** The evaluator shall be the employee's immediate manager and/or another administrator designated by the manager, by the Superintendent, or by his designee.
- C. **DEADLINES.** It is agreed that deadlines specified in this Article, except for the date of the final evaluation, may be extended by the number of days the evaluatee or the evaluator is absent from the work site during the identified time periods. Any change in specified deadlines will be noted in writing by the evaluator along with reasons for the change in deadline.
- D. **NOTIFICATION OF EMPLOYEES.** Employees to be evaluated shall receive a copy of the evaluation procedures within four (4) weeks after the beginning of the ten (10) month traditional or year-round school session work year, as appropriate. Those employees will be advised of the evaluation policy, procedures, standards, and expectations by their evaluator no later than the end of the fifth school week.

Standardized test norms shall not be used for teacher evaluation. Personnel shall be judged on the District-adopted evaluation objectives and performance standards. Such objectives and standards shall be in writing and made available to the evaluatee prior to any period in which he/she is evaluated.

- 1 E. **SETTING OF OBJECTIVES/ACTION PLAN.** By the end of the sixth school
2 week each evaluatee shall be responsible for proposing in writing to the evaluator
3 specific action plans and standards to be achieved within areas of performance. The
4 evaluator may propose and/or require additional components in the action plan and
5 standards for each evaluatee in accordance with the position and assignment.
6 Employees will be advised if there is to be a specific area(s) of concentration.
7
8 Within the maximum of seven (7) weeks of the first working day of an assignment
9 all objectives and performance standards shall be finalized, reduced to writing, and
10 signed by the evaluator and evaluatee.
11
- 12 F. **CONSTRAINTS.** When the total length of teaching experience, the length of duty
13 at one site, the length of time in the assignment, or other factor is considered to be a
14 constraint by the evaluator or the evaluatee, it may be so noted on the appropriate
15 form.
16
- 17 G. **OBSERVATIONS.** Observations shall be both formal and informal. The number
18 of formal observations shall routinely be three (3). With agreement of both evaluatee
19 and evaluator the number may be reduced to two (2) or one (1) in cases of obviously
20 effective performance by tenured employees. Additional observations shall be
21 conducted when deemed necessary by either the evaluatee or evaluator.
22
- 23 1. An observation shall be based upon one (1) or more of the following
24 components: District goals and objectives, individual school/office goals and
25 action plans, individual employee goals and action plans and performance
26 assessment criteria.
27
- 28 2. Each formal observation will be followed by a conference which will take
29 place within five (5) working days.
30
- 31 3. Formal observations will be summarized on an observation form with a copy
32 given to the evaluatee within ten (10) working days after the observation.
33
- 34 4. Except by mutual agreement, formal observations shall not begin until after
35 goals and action plans have been agreed upon. In the event that goals and
36 action plans have not been agreed to, formal observations may begin
37 following the seventh week of the school year.
38
- 39 H. **EVALUATION.** An evaluation shall be reduced to writing and transmitted to the
40 employee no later than thirty (30) calendar days prior to the last school day for K-12
41 students scheduled on the adopted school calendar or thirty (30) calendar days prior
42 to the last day for children on the year-round track calendar, as appropriate. The
43 evaluator will hold a conference to review the written evaluation with the employee
44 at the time of the transmittal of the written evaluation. The evaluatee shall sign the
45 evaluation form signifying that he/she has read the form and shall be provided the
46 opportunity to prepare a written response which shall become a part of the

employee's permanent record. There shall be only one (1) final evaluation form per year which shall become part of an employee's permanent file. This form may be supported by documentation deemed appropriate by the site manager.

- I. **IMPROVEMENT OF LESS THAN EFFECTIVE PERFORMANCE.** No assessment of "unsatisfactory" or "developing" performance shall be introduced on an evaluatee's evaluation form which has not been first formally called to his/her attention in a written report. Time shall be allowed, when practicable, from the date of the written report in which the deficiency is first noted and the date of the next evaluation when the deficiency is formally cited to allow for correction of said deficiency(ies). Upon formally citing a condition(s) of less-than effective performance, the evaluator shall thereafter confer with the evaluatee and during the conference make specific recommendations as to areas of improvement in the evaluatee's performance. In the case of instructional deficiencies, the evaluator will offer direct assistance and/or additional resources as the evaluator deems appropriate to implement the specific recommendations.

Nothing in this section shall be interpreted as limiting the ability of the District to take immediate action in the case of an extremely serious or egregious circumstance as identified in Education Code, Section 44932.

- J. **PERSONNEL FILE.** Each employee shall have the right, by appointment, to review the contents of his/her personnel file. Such appointment will normally be scheduled within ten (10) working days of the request, except that during unusually concentrated work periods, it may be postponed with the approval of the Assistant Superintendent, Human Resource Services. A representative of the Association at the teacher's request may accompany the teacher in this review. Such review by the employee shall be permitted twice per year before or at the end of the duty day when instructional duties have been completed.

Negative or derogatory materials will be processed in accordance with Education Code, Section 44031, which states that information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon.

- K. **GRIEVABILITY.** Any grievance arising out of the foregoing procedures shall be limited to a claim that the procedure has been violated.

- L. **PARENT/GUARDIAN COMPLAINT.** When a parent or guardian complaint regarding an employee filed pursuant to Education Code, Section 35160.5, is terminated at any level or is not sustained by the Board of Education, the Board shall direct that all written documentation relating to the complaint be destroyed pursuant to procedures provided for in Title V of the California Administrative Code.

B.O.E. 1.5.16 CDC/HS

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ARTICLE XII

Grievance Procedure

A. DEFINITION:

1. A "grievance" is a claim by a grievant that he/she has been adversely affected by an interpretation, application, or violation of the specific provisions of this Agreement. Informally, a grievance may be presented verbally; formally, it shall be presented in writing.
2. A "grievant" may be any employee in the bargaining unit covered by the terms of this contract. The Association may file grievances that relate to the explicit language contained in Article IV, Association Rights, of this contract.
3. A "day" is any day on which the grievant and the appropriate manager as part of their regular contract assignments are scheduled to be on duty.
4. The "immediate manager" is the lowest level manager who has authority to remedy the grievance.

B. INFORMAL LEVEL:

1. Within twenty (20) days after the alleged violation (except for payroll errors) and before filing a formal written grievance, the grievant shall attempt to resolve his/her claim by an informal conference with his/her immediate manager. If the employee requests, an Association representative may participate with the employee in the informal conference. It shall be the grievant's responsibility to inform the manager that the conference is for the purpose of seeking to resolve the grievance at the informal level.
2. The immediate manager shall provide a response within five (5) days of the informal conference.

C. FORMAL LEVEL – STEP 1:

Within ten (10) days of the informal conference, should the grievance not be resolved, the grievant shall present his/her grievance in writing on the Teachers Unit Grievance Form to his/her manager.

1. The statement of the grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, shall include the specific article, section, and paragraph of the contract allegedly misapplied, misinterpreted, or violated, and shall specify the remedy sought.

ARTICLE XII – GRIEVANCE PROCEDURE (continued)

2. The immediate manager shall communicate the decision to the employee in writing within ten (10) days after receiving the grievance.

D. FORMAL LEVEL – STEP 2:

Upon receipt of the Step 1 response, and if the decision of the manager is not satisfactory, the grievant, within ten (10) days of receipt of the response may file an appeal with Employee Relations Services which shall transmit it to the Superintendent or to another district-level manager designated by the Superintendent.

1. The statement of the grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, shall include the specific article, section, and paragraph of the contract allegedly misapplied, misinterpreted, or violated, and shall specify the remedy sought.
2. The grievant or the respondent (Superintendent or designee) may request a personal conference regarding the grievance. The respondent shall communicate his/her decision in writing to the grievant within fifteen (15) days of receipt of the appeal or within four (4) days following a conference.

E. FORMAL LEVEL – STEP 3:

If the grievant is not satisfied with the decision at Step 2, he/she may within ten (10) days after receipt of the decision at Step 2, submit to Employee Relations Services a written request for mediation of the grievance. Employee Relations Services shall within five (5) days after receipt of the written request submit to the California State Conciliation Service a request for the immediate services of a mediator.

The parties agree that Step 3 of this Grievance Procedure may be waived by mutual agreement of the grievant and the District.

1. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process.
2. If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement of resolution to that effect, and thus waive the right of either party to further appeal the grievance.

F. FORMAL LEVEL – STEP 4, BINDING ARBITRATION:

If resolution of the grievance is not achieved as a result of mediation (Step 3), or if Step 3 has been waived, the grievant may request the Association to submit the grievance to arbitration.

ARTICLE XII – GRIEVANCE PROCEDURE (continued)

If the Association proceeds to arbitration, the statement of grievance shall be filed with Employee Relations Services on the appropriate Step 4 form within ten (10) days following the conclusion of mediation. The form shall include the same information as cited in D.1. above and the response at Step 2 as well as the exclusive representative's endorsement of filing.

1. Selection of Arbitrator:

- a. Within ten (10) days of receipt of the Step 4 grievance form, Employee Relations Services and Association staff shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.
- b. In the event that the parties cannot agree upon an arbitrator within the specified period, a list of seven (7) arbitrators experienced in hearing grievances in public schools shall be requested from the State Conciliation Service or the American Arbitration Association. The parties shall select an arbitrator from this list by alternately striking names. The order of striking shall be determined by flipping a coin.

2. Powers of the Arbitrator:

- a. The arbitrator shall have no authority to hear evidence and/or rule on any sections of this Agreement which were not present in the original grievance, Formal Level - Step 1.
- b. The parties shall attempt to agree upon a statement of the issue(s) to be submitted to arbitration. If the parties cannot agree, the arbitrator shall determine the issue(s) by referring to the written grievance documents.
- c. After a hearing and after both parties have had an opportunity to present written arguments, the arbitrator shall submit a decision within thirty (30) days.
- d. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which changes or is violative of the terms of this Agreement. Subject to the limitations specified in Article VI, Section C., it is agreed that the remedy of the arbitrator may include such financial reimbursement as may be necessary to make the grievant whole for any monetary loss resulting from a violation, misapplication, or misinterpretation of the specific provisions of this Agreement.

ARTICLE XII – GRIEVANCE PROCEDURE (continued)

1 e. The decision of the arbitrator shall be submitted to the Association
2 and the Director of Employee Relations Services, and shall be binding
3 upon the parties.
4

5 f. If any question arises as to the arbitrability of the grievance, such
6 question will be ruled upon by the arbitrator only after he/she has
7 had an opportunity to hear the merits of the grievance.
8

9 3. **Areas of Exclusion.**

10 The arbitrator shall have no power to recommend or resolve:
11

12 a. Any issue arising out of the exercise by the Board or the
13 Administration of its responsibilities under Article III, Reserved
14 Rights of the District, except as modified by specific provisions of
15 this Agreement.
16

17 b. Issues involving evaluation other than procedures specifically
18 identified in Article XI, Evaluation Procedures.
19

20 4. **Cost of Arbitration:**

21 a. All cost of the services of the arbitrator, including but not limited to,
22 per diem expenses, travel and travel time, and the cost of any hearing
23 room which is not the property of the school district shall be borne
24 equally by the District and the Association.
25

26 b. Either party may request that the hearing be recorded. The costs of
27 a certified court reporter shall be paid by the party requesting the
28 reporter and only the party paying for the reporter shall receive a
29 transcript of the hearing. Alternately, both parties may mutually
30 agree to share equal the costs of the reporter in which case both
31 parties shall receive a copy of the transcript.
32

33 c. The grievant and required employee witnesses will be granted
34 released time as necessary to participate in any hearing required by
35 the arbitration process. The release of employee witnesses will be
36 scheduled to minimize classroom disruption.
37

38 d. Each party shall bear the expense of the preparation and presentation
39 of its own case.
40

41 5. **Expedited Arbitration.** The parties may mutually agree that
42 arbitration may proceed under the expedited Rules of the American
43 Arbitration Association.
44
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ARTICLE XII – GRIEVANCE PROCEDURE (continued)

G. MISCELLANEOUS PROVISIONS:

1. **Right to Representation.** The District and the Association recognize the right of the employee to present grievances without involvement of the Association and of the Association to represent the employee who so requests it. Both the grievant and the respondent reserve the right to have representation at each of the steps.
2. **Time Limits.** The District and the Association agree that time limits in this Article may be extended by mutual consent. If the respondent at any step fails to meet the deadline for a response, the grievance may be appealed to the next higher step. Failure of the grievant to request an extension or to meet time limits shall render the grievance null and void.
3. **Conferences.** Upon request of either a grievant or a respondent, a conference shall be arranged for discussion of a grievance.
4. **Released Time:**
 - a. An employee with a grievance shall be granted reasonable released time to process the grievance.
 - b. The Association may, upon request of the grievant, have released time for an authorized representative to participate in a grievance conference.
 - c. The Association shall designate in writing to Employee Relations Services the names of unit members who are authorized as grievance representatives prior to the District's approval of released time.
 - d. Except for the informal conference, an employee must request approval from the appropriate manager at least twenty-four (24) hours prior to being released from duties to participate as a grievant or representative in a grievance conference.
 - e. Released time shall be limited to one Association representative per grievance conference.
 - f. Released time for processing grievances at the site level shall be at times that do not disrupt direct service to students.
5. **Bypass to Appropriate District-Level Manager.** If the Association and Employee Relations Services agree, and where the immediate manager would not be the appropriate respondent, Level 1 of the grievance procedure may be bypassed and the grievance brought directly to the appropriate district-level manager.

ARTICLE XII – GRIEVANCE PROCEDURE (continued)

- 1 6. **Group Grievance.** If more than one employee shares in the same
2 allegation, only one grievance may be filed in their behalf upon mutual
3 agreement of the Association and the district manager named in the
4 grievance.
5
- 6 7. **Filing of Materials.** All documents, communications, and records dealing
7 with the processing of a grievance shall be filed separately from the personnel
8 files of the participants.
9
- 10 8. **Grievance Withdrawal.** A grievance may be withdrawn at any level
11 without establishing precedent.
12
- 13 9. As per Government Code, Section 3543.5, the District shall not impose or
14 threaten to impose reprisals, to discriminate or threaten to discriminate
15 against employees, or otherwise to interfere with, restrain, or coerce
16 employees because of their participation in the grievance procedure.
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- 18 10. Issues properly addressed through the grievance procedure may not
19 subsequently be considered through the District's complaint procedure.
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ARTICLE XIII

Concerted Activities

- A. Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Association, an employee organization as defined in the Act, hereby agrees that it shall not call, sanction, or participate in any strike, walkout, slowdown, or other organized withholding of services during the life of this Agreement. In the event of any strike, walkout, slowdown, or other organized withholding of services, the Association and its officers will take all reasonable steps within their control to end or avert the same upon knowledge of such concerted activity.
- B. Any employee engaging in or assisting any strike, walkout, slowdown, or other organized withholding of services in any District educational programs in violation of this Article, or concerted refusal to perform duly assigned services in violation of the Article may be disciplined up to and including termination within due process procedures.
- C. It is further agreed that the Association, an employee organization as defined in the Act, shall not engage in any picketing at District school sites and shall not involve students in activities covered by this Article.
- D. Further, it is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement, in District policy, or by Government Code Section 3543.1 from any employee and/or the Association for the duration of this Agreement.
- E. The District agrees that there will be no lockout of teachers during the term of this Agreement.

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ARTICLE XIV

Effect of Agreement

A. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over current and past District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in the Agreement or in the law such practices and procedures are discretionary with the District.

B. It is agreed that, with the mutual consent of the parties, any provision of this Agreement may be waived if such waiver will support the educational mission of the school district. The process and structure for obtaining such a waiver will be known as Educational Mission: Innovation Advancement.

1. **Educational Mission: Innovation Advancement Committee:**

- a. The purpose of the committee is to consider contract waiver requests which may be submitted from any CDC/Head Start site.
- b. The committee will have eight (8) members, four (4) appointed by the Association and four (4) appointed by the District.
- c. The committee will meet during the duty day as needed throughout the traditional schedule school year. The duration of each meeting will be dependent upon the number of waiver requests to be considered. Substitutes will be called through normal procedures.
- d. The committee will be responsible for its own procedures, including the selection of a chairperson. Requested clerical support will be provided by the District.

2. **Requests for Contractual Waiver:**

- a. Requests for an individual site waiver of a specific provision(s) of the collective bargaining Agreement will be submitted to the Educational Mission: Innovation Advancement Committee accompanied by (a) evidence that the proposal is supported by at least two-thirds (2/3) of the affected bargaining unit employees, (b) the endorsement of the program Director and the Deputy Superintendent and (c) the endorsement of the TALB Board of Directors. With respect to (a) above, it is understood that the voting process will be of sufficient duration to enable all affected unit members the opportunity to vote on the proposal.

ARTICLE XIV - EFFECT OF AGREEMENT (continued)

- 1 b. Waiver requests will contain such other information as may be
2 required by the Educational Mission: Innovation Advancement
3 Committee (e.g., purpose, duration, effect, etc.). Any request which
4 deals with curricular matters will include information regarding
5 review through the District curriculum process.
6
7 c. To be recommended to the Superintendent for presentation to the
8 Board of Education the waiver request must receive the vote of at
9 least six (6) of the eight (8) committee members.

10
11 3. **Continuation/Termination of Contractual Waivers:**

- 12
13 a. An approved waiver will be reviewed annually by the program
14 Director, the Deputy Superintendent, the TALB Board of Directors,
15 and the affected bargaining unit employees to ensure that the
16 Director, the Deputy Superintendent, the Association, and at least
17 two thirds (2/3) of the affected bargaining unit employees wish to
18 continue the waiver through the next semester or school year, as
19 specified.
20
21 b. If during this required annual review the program Director and
22 Deputy Superintendent, or the Association do not wish to continue the
23 waiver, or if more than one-third (1/3) of the affected bargaining unit
24 employees do not wish to continue the waiver, the previously waived
25 contract provision will be automatically reinstated in its entirety at the
26 beginning of the next semester or school year, as specified.
27
28 c. Except to the extent waived pursuant to this Article, the collective
29 bargaining agreement will remain in full force and effect and have full
30 application to the bargaining unit employees who are affected by an
31 approved site waiver.
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ARTICLE XV

Savings Clause

If any of the provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid except to the extent permitted by law; however, all other provisions will continue in full force and effect.

Subsequent to the final decision of a court of competent jurisdiction that any section, article, or provision is contrary to law, and at the request of either party, the parties shall meet within a mutually agreeable period of time to renegotiate the specific article, section or provision held to be contrary to law. (In no instance shall the period of time to open renegotiations be more than thirty (30) days from the date of the request of either party.)

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ARTICLE XVI

Completion of Meet-and-Negotiate Sessions

During the term of this Agreement, the District and the Association hereby waive and relinquish the right to meet and negotiate and agree that the District and the Association shall not be obliged to meet and negotiate with respect to any other subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplations of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

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ARTICLE XVII

Term of Agreement

- A. Extend the term of the certificated collective bargaining agreement through June 30, 2018 with reopeners for 2016-2017 on Article VI (Compensation), Article XII (Evaluation) and three articles selected by each party.

APPENDIX A

The Long Beach Unified School District and the Teachers Association of Long Beach shall collaborate in the development of both traditional and year-round (60/20 and 60/15) calendars for the years 2016-2017, 2017-2018, 2018-2019. These calendars shall be agreed to by March 31, 2016. Each unit member will receive a copy of the applicable school calendar annually.

APPENDIX B

Salaries

Salary – 2015-2016:

All salary schedules except for O shall be increased by 5.0%. Bargaining unit salary schedules including annual career increments, stipends, and rates of pay retroactive to July 1, 2015.

PROVISIONS FOR ADMINISTRATION OF CDC/HEAD START SALARY SCHEDULES

A. REQUIREMENTS RELATIVE TO INITIAL PLACEMENT ON SALARY SCHEDULES:

1. Teachers in Child Development Centers and Head Start must hold a valid Children's Center Instruction or Child Development Center Permit; or in lieu of the permit, a Standard Teaching Credential deemed by the Commission on Teacher Preparation and Licensing to be equivalent to the Children's Centers Permit.
2. **Teaching Experience.** As authorized by Education Code, Section 45028, teachers in Child Development Centers and Head Start not previously employed by the District as a teacher during the five (5) years (60 calendar months) prior to the date of hire are allowed credit for previous satisfactory teaching experience up to the maximum step on the appropriate column on the salary schedule. If a teacher has served under contract for fifty (50) percent or more of the total work year; has worked as a substitute teacher for one hundred thirty-five (135) days in one (1) work year; or has combined service of one hundred thirty-five (135) days in one (1) work year under contract and as a substitute or hourly teacher, credit will be given for one (1) year of experience. "Day" shall be defined as actual days worked and shall not include sick days or other days of leave/holidays.
3. **Experience Other Than Teaching.** In evaluating an applicant's experience other than teaching, the District may allow a maximum of four (4) steps on the salary schedule when this experience will contribute directly to the effectiveness of the major assignment for which the applicant is being considered. Two (2) years of experience under this provision are evaluated as equal to one (1) step on the salary schedule. This experience cannot be concurrent with credit for teaching experience, but part-time work experience might be combined with part-time teaching. Verification of not less than eleven (11) months of consecutive work of not less than twenty (20) hours per week may be computed as the equivalent of one (1) year toward the two-for-one requirement for work experience credit. In computing work experience on more than one (1) job, any interruption of service beyond one

APPENDIX B - SALARIES (continued)

(1) month shall break the consecutive requirement, unless the prospective employee returns to the same position, with the same employer, within six (6) months without having been gainfully employed by another employer during that time.

4. **Military Service.** Military Service is credited as prior teaching experience only if the applicant actually taught while in the service in the field for which she/he is to be employed.

5. **Tentative Salary Placement.** Applicants who are considered favorably are asked to sign a statement relative to tentative salary placement that is mutually agreeable at the time of employment. Signing the "Tentative Salary Placement" form indicates that the salary stated thereon is mutually agreeable.

Additional qualifying official verified salary information presented on or before November 1 or within sixty (60) calendar days after initial date of employment which might indicate a need for change will be considered. If a salary change is warranted, the adjustment will be retroactive to the first duty day of paid service in the school year in which the official verified information is received.

6. **Salary Schedule Placement:**

- a. Certificated employees who are given a contract are placed initially on the salary schedule in accordance with training completed at an accredited college or university before the first day of their contract year and verified within sixty (60) days after initial date of employment.
- b. A teacher employed by the Long Beach Unified School District is placed on a step of the salary schedule in accordance with his/her experience. A teacher is advanced year by year until reaching the maximum step on the schedule, provided he/she is under contract a sufficient number of days each year and qualified for advancement.

B. **CREDIT ON THE SALARY SCHEDULE FOR ADVANCED WORK:**

1. All college or university credit shall be from an accredited institution.
2. Placement on Column 302, 502, 124, 312, or 334 is dependent on verification of ninety (90) or more units; all units above sixty (60) to be upper division and taken at a four-year college or university.
3. Placement on Column 303, 503, 125, 313, 317, 323, or 335 is dependent on verification of a Bachelor's degree.

APPENDIX B - SALARIES (continued)

- 1 As of April 24, 2005, placement on columns 306, 316 (E3), 315, 319, 325,
2 336, or 504 is dependent on verification of twenty-eight (28) semester hours
3 of upper division or graduate work beyond the Bachelor's Degree. Extra
4 units earned prior to receiving the Bachelor's Degree shall not be accepted
5 for placement on the scale on one (1) year above the Bachelor's Degree
6 unless extra units are of graduate standing, were not counted for the
7 Bachelor's Degree, and are so indicated on the transcript.
8
- 9 4. It is the responsibility of the employee to submit official sealed transcripts to
10 the appropriate office by November 1 in order to advance on the salary
11 schedule and receive salary schedule placement retroactive to the first duty
12 day of that contract year, for coursework and degrees earned prior to
13 September 15. If verification is received after November 1, or for
14 coursework or degrees completed after September 15, salary schedule
15 placement adjustment will be granted for completed units and/or conferred
16 degrees effective the pay period following receipt of the official transcripts.
17
- 18 The appropriate office for submission of official sealed transcripts will be the
19 following:
20 CDC teachers must submit their official sealed transcripts
21 to the CDC Office.
22
23 Head Start teachers must submit their official sealed
24 transcripts to Human Resource Services.
25
- 26 5. An employee must complete all requirements prior to the first day of the
27 contract year in order to qualify for placement on a higher salary scale. The
28 date shown on the transcript indicating conferral of the degree will be
29 considered the official date for this placement.
30
- 31 6. Sixteen (16) semester hours (or twenty-four [24] quarter hours) of advanced
32 work taken at an accredited university or college is the maximum allowance
33 of credit in any one (1) ten (10) month contract year (between first and last
34 day of employee's contract year) for placement on the salary schedule.
35 Eighteen (18) semester hours (or twenty-seven [27] quarter hours) of
36 advanced work taken at an accredited university or college is the maximum
37 allowance of credit in any one(1) twelve (12) month contract year for
38 placement on the salary schedule.
39
- 40 7. Travel in the United States or in foreign lands is not credited for advancement
41 unless credit for the travel has been granted by a college or university
42 recognized by the California State Department of Education.
43
- 44 8. After the Bachelor's Degree, courses for upgrading on the salary schedule
45 must be of upper division or graduate standing. After election to the District
46 and after the Bachelor's Degree, exceptions may be made for prior approved

APPENDIX B - SALARIES (continued)

lower division transfer credit courses and post baccalaureate professional courses provided they are related to the present assignment of the employee. The granting of salary credit to any employee for such lower division courses will be limited to a maximum of nine (9) semester hours during the entire time of the employee's service with the District. Requests for exceptions must be received by the Director of Child Development Centers or the Director of Head Start Programs, depending on the program in which the bargaining unit member is employed.

Receipt of such requests must be prior to the first day of attendance in the course and be approved by a District committee. The Association currently appoints four (4) bargaining unit member to this committee.

9. Exceptions to the requirement that all course work (units) must be taken at an accredited college or university may be made by recommendation of the Educational Mission: Innovation Advancement Committee (EM:IAC) and the approval of the Assistant Superintendent of Human Resource Services.

This committee is empowered to recommend the granting of credit on the salary schedule for successful completion of in-service courses offered by the Long Beach Unified School District which (a) involve attendance at sessions equivalent in time to college or university courses at the same unit value; (b) involve participation and related work equivalent to that required in college or university courses of the same unit value; (c) provide needed in-service opportunities not otherwise readily available; and (d) are found by the committee to be in the best interest of the instructional program of the District. The Assistant Superintendent, Human Resource Services, has final approval authority relative to the granting of salary credit.

C. SALARY INCREMENTS:

1. Increments are granted to certificated employees who have been compensated for fifty (50) percent or more of the work year and under contract or who have combined service of one hundred thirty-five (135) days in one (1) school year under contract and as a substitute teacher. Any exception to this policy requires special approval of the Board of Education.
2. A probationary employee who has earned an increment is entitled to said increment provided the employee is re-elected any time during the immediate subsequent school year. If, however, a school year or more intervenes, the employee is not entitled to a salary that exceeds the maximum entrance salary.
3. An employee who at the time of resignation was classified as permanent and who is, or has been, re-employed under contract within thirty-nine (39) months after the last day of service, shall be classified as and restored to all rights of a permanent employee, except as specifically limited by law.

APPENDIX B - SALARIES (continued)

4. A certificated employee who has a leave of absence (a) to serve as a member of the Peace Corps outside the United States, the Domestic Peace Corps (Volunteers in Service to America), or the Job Corps; (b) to teach in a foreign country; or (c) to take advanced professional and academic training is entitled to an increment the same as though he/she has been regularly employed. To receive such increment, the service or study during the period of leave must be verified. In order to qualify for the increment following a leave of absence for advanced professional and academic training, an employee shall verify that he/she undertook a full load as defined by the institution attended. A transcript of work taken and grades earned shall be filed before returning to duty.
5. A certificated employee who is granted a military leave is entitled to such increment as would have been received had the employee remained in active service with the school district.

D. SALARY ADJUSTMENTS WITH CHANGE IN STATUS.

When an employee acquires the required number of approved professional credits or a degree, the employee will be entitled at the next increment date to move from one preparation column to another in the following manner:

1. The employee will be moved horizontally to the new preparation column for which eligibility has been earned.
2. The employee will be moved to the next step on the new scale.
Note: Employees on Step H, Column 301 or 311, who are entitled to move to column 302 or 312, will remain on Step H; employees on Step I, Column 303 or 313, who are entitled to move to Column 306 and 316, will remain on Step I.

E. ADDITIONAL EMPLOYMENT BEYOND THE CONTRACT POSITION.

Employees in full-time contract positions shall not, during the period of time covered by the contract, engage in other gainful occupations which impair the efficiency and character of the school services rendered.

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APPENDIX C
TRUST AGREEMENT
(CDC Members Only)

If individual teachers or Center staff members are interested in exploring the possibility of flex time schedules, he/she/they will develop a sample schedule which addresses the issues of teacher and adult/student ratio, cost, consistent communication and identified benefits to the program. Following submission of the sample plan, the CDC Director will meet with the interested party/ies to clarify issues and determine the feasibility of implementation.

APPENDIX D

Budget and Personnel CDC/Committee (MOU)

The District and TALB agree that the Budget and Personnel CDC Shared Decision-Making Committees will work together for the purpose of developing, drafting, revising salary schedules for CDC/Head Start unit personnel. It is the intent of the parties that, to the extent feasible, the revised salary schedules, should

- reflect the current Child Development Permit matrix;
- recognize the unique roles and responsibilities of coordinating teachers;
- promote professionalism by rewarding attainment of educational milestones;
- address issues raised in the CDC/Head Start initial bargaining proposal;
- demonstrate a conscientious understanding of the constraints imposed by state CDC funding and federal Head Start funding.

The parties recognize that revision of salary schedules is a complex, time-consuming process. The goal is to have draft schedules developed within six (6) months of contract ratification; however, both parties are cognizant of the fact that the process may require additional time.

When draft and/or revised salary schedules are developed, copies will be provided to both the Teachers Association and Employee Relations Services for review and approval. When approved by both the Teachers Association and District administration, the schedules will be recommended to the Board of Education for implementation July 1, 2000, with the understanding that any salary adjustment for fiscal year 2000-01 will be applied to the newly adopted CDC/Head Start Salary Schedules.

Ratified 01.5.16

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APPENDIX E

Sick Leave Donation Program

The District and the Teachers Association of Long Beach agree to the implementation of the following Sick Leave Donation Program. This program shall be available to all members of the bargaining unit. The District and the Association further agree to review and evaluate the effectiveness of this plan after a full year has elapsed following the ratification of this contract by both the Association and the Board of Education. The purpose of the Sick Leave Donation Program is to provide assistance to bargaining unit members suffering from a catastrophic physical illness or injury. The Sick Leave Donation Program provides employees with an opportunity to be restored to health so they can return to work.

Definitions

As used herein the following definitions are agreed to in reference to the Sick Leave Donation Program.

Work Day: A work day, for the purposes of this Article, is a day when designated parties to the approval process are at work for all or part of the day.

Donation Day: A donation day is defined as eight (8) hours for all employees.

Pay: Pay is defined as the employee's regular daily rate excluding compensation for additional hourly assignments.

Sick Leave: Sick leave available for donation is defined as the employee's accrued monthly sick leave pursuant to Article VII of the Agreement. Accrued hourly sick leave is excluded from any donations to the program.

Extended Sick Leave: These are additional days of sick leave which have been donated by other District employees, both bargaining unit members and employees who are not members of the bargaining unit, from their own accrued monthly sick leave balances. These days of additional leave may be used to extend the recipient's sick leave and this leave may be taken on either consecutive or non-consecutive dates. The extended absence of the recipient must be due to the same illness or injury, conforming to the requirements for use of statutory sick leave. Illness or injury which qualifies as Workers' Compensation Leave is excluded from this program.

Catastrophic Illness or Injury: Catastrophic illness or injury is defined as an illness or injury that has been concisely identified as such by the treating physician; the medical prognosis is the employee will be incapacitated for an extended period of time; and the employee's absence exceeds the individual's accrued paid leave.

APPENDIX E – SICK LEAVE DONATION PROGRAM (continued)

Eligibility Requirements for Leave Recipients:

1. A bargaining unit member is eligible for extended sick leave if
 - a. he/she has exhausted all of his/her accrued paid leave, which includes but is not limited to sick leave;
 - b. he/she is suffering from a catastrophic illness or injury that is expected to incapacitate him/her for an extended period of time;
 - c. the incapacity suffered by the employee requires him/her to take time off from work beyond the number of days covered by the employee's accrued paid leave, and a financial hardship would result for the bargaining unit member.
2. The maximum number of days which a recipient may receive for the same illness shall be no more than the total number of duty days in the employee's work year.
3. Sick leave accrued by the recipient during the time he/she is on extended sick leave shall be credited against the employee's days of absence. These days are in addition to the maximum number of days of extended sick leave which the recipient is entitled to receive.
4. Unit members receiving remuneration under worker's compensation provisions shall not be eligible to draw extended sick leave.
5. Employees who may be eligible for disability payments under the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) shall apply for benefits at the earliest opportunity. Upon approval for receipt of STRS or PERS disability payments, the unit member's eligibility to continue to draw extended sick leave shall cease.

Guidelines for Donor Participants:

1. Any member of the bargaining unit who has available monthly sick leave balances may donate to an employee who is in need of extended sick leave. The required minimum donation shall be one day (eight hours).
2. Employees who are not members of the bargaining unit may also donate to the employee who is in need of extended sick leave, but under the provisions of this program, employees who are not members of the bargaining unit will not be eligible to draw such leave.
3. If an employee wishes to contribute more than one day, he/she may donate up to a total of five (5) days per year to a specific employee who has been authorized for

APPENDIX E – SICK LEAVE DONATION PROGRAM (continued)

1 extended sick leave. Employees donating more than one (1) day must have a balance
2 of twenty (20) days of accrued monthly sick leave at the time of donation.

- 3
4 4. Donating employees must acknowledge in writing the donation is voluntary,
5 irrevocable, and confidential and this written acknowledgement must be submitted to
6 the Director of Payroll. Leave donated within the provisions of this program shall be
7 deducted from the employee's accrued monthly sick leave days only.
8

9 **Application and Approval Process for Extended Sick Leave:**

- 10
11 1. In the event a bargaining unit employee suffers a catastrophic illness or injury, he/she
12 shall notify his/her immediate supervisor or the payroll clerk at his/her work site as to
13 the reason for his/her absence and identify said reason as a catastrophic illness or
14 injury. A *Request to Participate in Sick Leave Donation Program*, shall be submitted
15 by the affected employee to his/her principal/site administrator or his/her designee
16 before paid sick leave is exhausted. Medical verification of the catastrophic illness or
17 injury shall be provided by the requesting employee at the time the *Request to*
18 *Participate in Sick Leave Donation Program* form is submitted.
19

20 In the event the unit member is personally unable to request this extension of sick
21 leave, the unit member's designee may make the request on behalf of the applicant.
22

- 23 2. The principal/site administrator, or his/her designee, shall, within three (3) working
24 days of receipt of the *Request to Participate in Sick Leave Donation Program* form
25 and medical verification, review and fax and/or electronic mail both, along with a
26 recommendation for approval/ disapproval, to the appropriate Assistant/Deputy
27 Superintendent or his/her designee, who shall be responsible for the final decision to
28 approve or deny the employee's request. Final approval or denial will be made and
29 faxed to the principal/site administrator or his/her designee within three (3) working
30 days following receipt in the office of the Assistant/Deputy Superintendent.
31

- 32 3. The principal/site administrator or his/her designee shall, within three (3) working
33 days following notification of final approval, circulate by means of fax and/or
34 electronic mail the *Donation of Sick Leave Hours* form to all schools and offices with
35 a request to employees to donate sick leave days to the employee in need. The name
36 of the employee shall be included in that request.
37

- 38 4. In the event the principal/site administrator or his/her designee receives notification
39 the *Request to Participate in Sick Leave Donation Program* form has been denied by
40 the Assistant/Deputy Superintendent, the principal/site administrator or his/her
41 designee shall within three (3) working days notify the requesting employee or
42 his/her designee of this decision.
43

- 44 5. Upon being informed of a need for a sick leave donation and having decided to make
45 a donation, donor employees shall submit the *Donation of Sick Leave Hours* form
46 directly to the Director of Payroll.

APPENDIX E – SICK LEAVE DONATION PROGRAM (continued)

- 1 6. Upon receipt of the *Donation of Sick Leave Hours* forms from the donor employee,
2 the Director of Payroll shall be responsible for processing these forms. This task
3 shall include:
4
 - 5 a. Verifying that prospective donors have sufficient sick leave balances to allow
6 for the donation indicated by the employee.
7
 - 8 b. Crediting the receiving employee with donated sick leave. Donated sick
9 leave will be provided in increments of no more than forty (40) total work
10 days at any one time.
11
 - 12 c. Maintaining a record of the names of donors, the number of days each
13 employee has donated, and the dates the *Donation of Sick Leave Hours* have
14 been received.
15
 - 16 d. Monitoring receiving employees' extended sick leave balance to ensure that
17 donated leave transferred does not exceed the total number of days in the
18 receiving employees' regular work year.
19
 - 20 e. Notifying payroll clerks and employees at those work sites/schools to which
21 donors are assigned that donations have occurred and that donor employee
22 sick leave balances need to be adjusted accordingly on records at the work
23 site/school.
24
 - 25 f. Notifying the payroll clerk at the work site/school to which the receiving
26 employee is assigned that the employee has received an initial extended sick
27 leave increment of up to forty (40) days. In the event that additional
28 increments are provided, a similar notification shall be communicated to the
29 payroll clerk.
30
- 31 7. Donated sick leave days will be distributed to the recipient by the Payroll Department
32 in increments of 40 days (320 hours) assuming that the number of days donated total
33 forty (40) or more. If less, the final increment shall reflect the balance of those days
34 donated.
35
- 36 8. If the requesting recipient exhausts all paid sick leave before final approval is secured
37 and is placed on statutory leave before the sick leave donation is approved, statutory
38 leave charged to the employee shall be restored upon determination of approval and
39
40 days previously charged to statutory leave shall be charged to the sick leave donation
41 program.
42
- 43 9. If the total number of days which are donated to a specific employee is not used by
44 that employee, the balance of unused days shall be transferred to a designated sick
45 leave depository. Depository records will be maintained by the Director of Payroll,
46 and these records shall be available for review by TALB upon request. Days carried

APPENDIX E – SICK LEAVE DONATION PROGRAM (continued)

over will be available to recipients whose requests are approved at a later date.

10. Receipt of extended sick leave benefits under this program shall delay the beginning of the period of eligibility for statutory leave. The employee will become eligible for statutory leave after all extended sick leave has been exhausted.

11. The maximum number of days which may be designated for an employee's use at one time shall be forty (40). If the recipient needs additional days or if the number of days initially donated is less than forty (40), the principal/site administrator shall renew the appeal for additional days immediately prior to the depletion of the original donation.

Grievance Proceedings

1. This provision shall supercede any obligation of the District under Education Code Section 44043.5.
2. If any part of this provision is held to be unlawful, the entire provision shall be null and void. TALB and the District shall meet as soon as possible to review and revise the provisions.
3. The provisions of this Section and the final decisions regarding approval or disapproval shall be subject to the Grievance Procedure under Article XV of the Agreement.

Evaluation of the Program

This program will be reviewed and re-evaluated by the Office of Employee Relations Services and the Teachers Association of Long Beach (TALB) at the conclusion of one year of implementation. The parties may agree to modifications in the program. Any major revision or adoption of new language shall be discussed within the context of successor salary negotiations between the District and the Association.

Ratified 02.04.03

APPENDIX F

District Technology Internet Guidelines and Procedures for Represented Certificated Staff

All access to the Internet is routed through a “technology protection measure” designed to filter out material that is in violation of the District’s Internet policies. This filter will block most objectionable material. Users should be aware that some objectionable material may be missed by the filter and users, upon discovering the presence of such material, shall report offending sites to the Technology and Information Services Branch Help Desk at extension 8411. Review processes are in place to block sites with objectionable material and to request the removal of blocks to sites that users believe contain material that has educational benefit. Finally, an adult filter is available if the user submits a request and receives approval from the appropriate Assistant Superintendent and the Executive Director of Information Services.

Represented certificated employees are responsible for following generally accepted social standards for use of a publicly owned and operated communication tool which includes various technology systems such as the Internet. Represented certificated staff will maintain high standards of ethical conduct while using all District technology systems. Examples of unethical, unacceptable use of District technology equipment include the following:

- Sending, displaying, or accessing pornographic, abusive, obscene, or other objectionable language, graphics, or other media
- Unauthorized disclosure, use, and dissemination of personal information about students or employees
- “Hacking” or otherwise engaging in unlawful computer or technology oriented activities
- Using obscene language
- Harassing, insulting, or attacking others
- Intentionally damaging computers, computer systems, data, files, information or computer networks
- Violating copyright laws
- Using or distributing another’s password
- Trespassing in another’s digital folders or files
- Intentionally wasting limited resources
- Employing the network for outside business or commercial purposes
- Sending or requesting of unethical, illegal, immoral, inappropriate, or unacceptable information of any type
- Engaging in activities that cause disruption to District technology systems
- Attempting to bypass District technology security measures

APPENDIX F – DISTRICT INTERNET AND ELECTRONIC MAIL GUIDELINES
AND PROCEDURES (continued)

- 1 • Reposting or forwarding without the permission of the sender a message sent to you
- 2 privately which is of a confidential nature or one clearly designed to be read by a
- 3 limited number of selected recipients
- 4 • Posting chain letters or engaging in “spamming” – i.e., sending an annoying or
- 5 otherwise unnecessary message to a large number of people

6
7 District technology is provided for represented certificated staff to conduct research, to
8 communicate with others on academic topics, and to engage in legitimate District business.
9 Individual users of the District technology are responsible for their behavior and
10 communications on those networks. Users shall comply with District standards and will
11 abide by the policies specified herein. Violations of the District policy described may
12 result in access privileges being suspended or revoked, as well as other disciplinary action
13 as warranted. Any commercial, political, or unauthorized use of District technology
14 systems or services, in any form, is forbidden. All copyright laws must be observed.

15
16 Members of the certificated teachers bargaining unit may engage in teacher association
17 business on the District computer networks. Such teacher association business shall be
18 conducted during non-duty hours which are defined in Article IV, Section C of this
19 Agreement. Association use of District e-mails shall be limited to the following:
20 authorized Association representatives may use District e-mails to provide notice of
21 meetings, agendas for meetings, minutes of meetings, confirmation of a meeting with a
22 District representative, or a limited distribution communique between an authorized
23 Chapter officer and a District representative; the Association will not use e-mail to
24 denigrate the District or its personnel and will observe the prohibitions of Education Code,
25 Section 7054.

26
27 The Long Beach Unified School District respects the privacy of all certificated teacher
28 users. System administrators and their staff may not log on to a user’s account or view a
29 user’s files without explicit permission from the user. Exceptions arise when the user’s
30 account is suspected either of disrupting or endangering the security or integrity of any
31 District technology systems or services or of violations of applicable school district
32 policies, federal or state law. Even then, the system administrator must normally obtain
33 prior approval of the Executive Director of Information Services or the Deputy
34 Superintendent of Education Services unless grave danger to the continued operation of the
35 District’s technology systems requires emergency action.

36
37 This does not preclude Technology and Information Services staff from maintaining and
38 monitoring system logs of user activity which access District technology systems.
39 Moreover, automated searches for activities that endanger system security or integrity are
40 preformed regularly to protect all users. Technology and Information Services
41 administrators may take appropriate action in response to detection of such activity
42 (typically removal of infected files and possibly suspension of the user’s accounts until the
43 matter can be resolved).

44
45 Use of District technology systems may be revoked at any time for inappropriate use. The
46 Technology and Information Services Branch, in collaboration with school administration,

APPENDIX F – DISTRICT INTERNET AND ELECTRONIC MAIL GUIDELINES
AND PROCEDURES (continued)

1 will be the sole determiners of what constitutes inappropriate behavior according to local,
2 state, and federal law. The violation of any item contained in this policy may result in the
3 loss of access and/or to District technology systems other disciplinary action, as well as
4 possible punitive action as provided for by local, state, and federal law.
5

6 The security of any information system is a high priority, especially any system that has
7 many users and/or Internet access. Represented certificated staff members shall not let
8 others use his or her account or password as he or she has a reasonable responsibility for
9 all actions related to his or her account. Certificated staff must notify school administrators
10 immediately if their password is lost or stolen or if they think someone has access to their
11 account. Represented certificated employees are to use only the network directories and
12 resources that have been assigned for their use. Unauthorized access to any other level of
13 the system, or other system resource, is strictly prohibited. Users will make no attempt to
14 bypass the District anti-virus software, firewall, filtering and safeguards. When finished
15 with a computer represented certificated employees are expected to logout where
16 appropriate.
17

18 Represented certificated employees are not allowed to install software or applications onto
19 computers the computer network, or any District technology systems without a valid
20 purchase order or other proof of District or personal ownership. Legal software and/or
21 data stored District technology devices are subject to removal with prior notification and
22 consent of the represented certificated staff member. Long Beach Unified School District
23 shall take reasonable precautions to ensure the security, integrity, or longevity of data
24 and/or programs stored on District technology systems.
25

26 Represented certificated staff acknowledge that they share responsibility for any and all
27 use of the District's technology systems and that misuse could lead to liability and/or
28 consequences that extend beyond the District's authority. The Long Beach Unified School
29 District and its represented certificated staff members shall be held harmless from any use
30 or misuse of District technology systems by students. Long Beach Unified School District
31 makes no warranty of any kind, whether expressed or implied, for the service that it is
32 providing. Long Beach Unified School District will not be responsible for any damage
33 users may suffer including, but not limited to, loss of data or interruptions of service as a
34 consequence of equipment failure, either on or off District property. Long Beach Unified
35 School District and its represented certificated employees are not responsible for the
36 accuracy or quality of the information obtained through or stored on the system.
37
38
39

40 CDC/HS Ratified 01.05.16
41

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AGREED AND RATIFIED

For the Teachers Association of Long Beach Negotiating Team:

Corrin Hickey
Chief Negotiator

1/5/16
Date

District Representative:

[Signature]
Chief Negotiator

1/5/16
Date

RATIFIED

For the Association:

Barry Weisbach
President, TALB

2/5/16
Date

[Signature]
Superintendent of Schools and Secretary
to the Board of Education

For the District:

[Signature]
President, Board of Education

1/5/16
Date

1/5/16
Date

BARGAINING TEAM

TALB

Corrin Hickey, Negotiator
Donna Gerren
Chris Callopy
Maritza Summer
Chris Kelly
Mark Ennen
Corrin Hickey
Kevin Quinn
Sybil Baldwin-Perry
Maria Garcia

District

Steve Andelson, Negotiator
David Zaid
Ruth Ashley
Brian Cowie
Kimberly Dalton
Yumi Takasashi
Tiffany Brown
Elio Mendoza
Claudia Sosa-Valderrama
Jeff Wood
Cynthia Young

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