

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

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

Effective Through

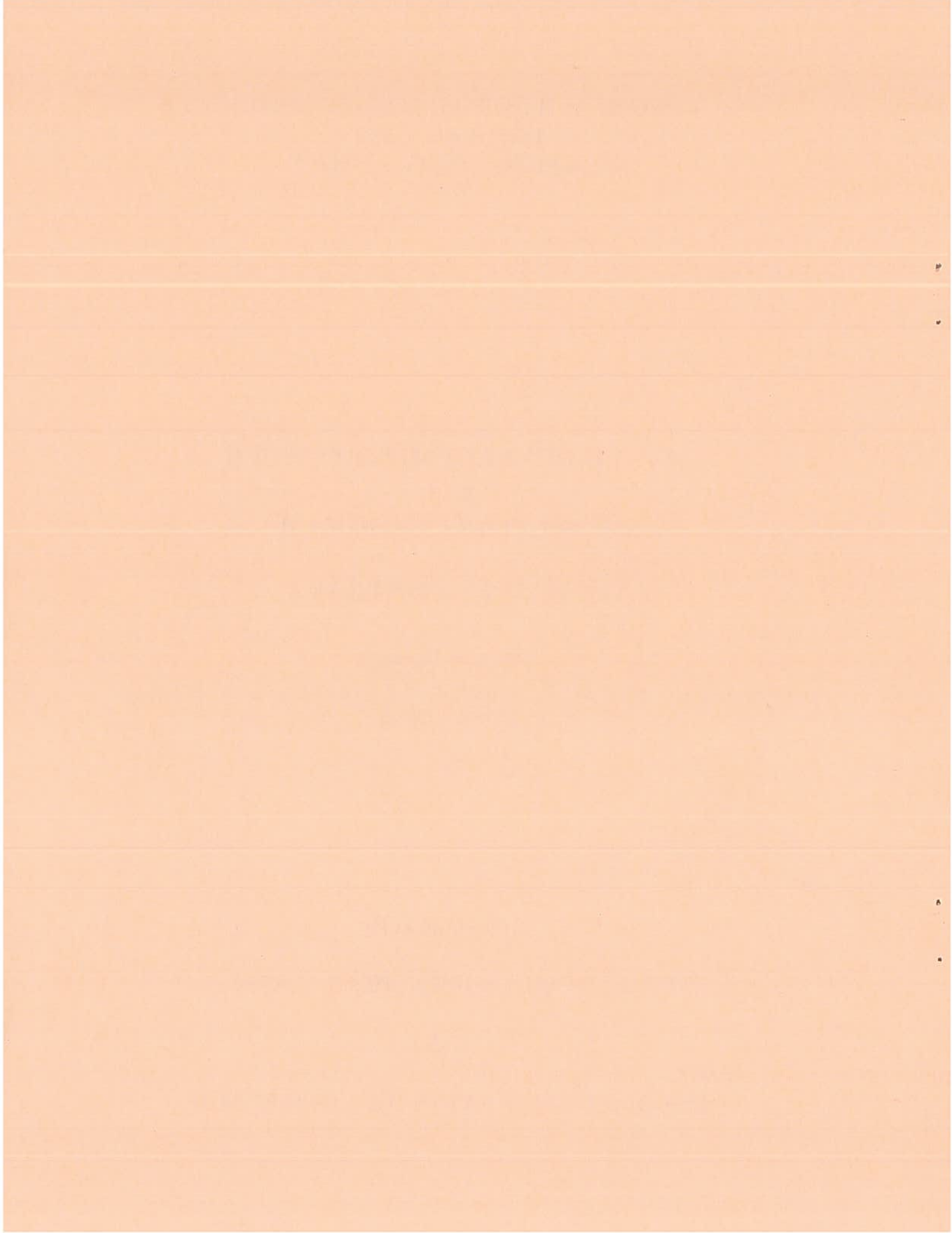
June 30, 2018

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 approved  
5 by the Director of Child Development Centers or the Director of Head Start Programs,  
6 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
- 13 2. Association members shall receive released time for negotiation sessions. Any  
14 number in excess of five (5) shall be mutually agreed to by the District and the  
15 Association.  
16
- 17 3. The Association shall submit in writing to Employee Relations Services the  
18 names of the employees who are authorized to represent the Association in  
19 negotiations.  
20
- 21 4. Released time shall be arranged with the appropriate Child Development  
22 Center Program Coordinator or Head Start Program Education Specialist at  
23 least twenty-four (24) hours prior to release from duties.  
24

### 25 E. ORGANIZATIONAL SECURITY:

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

ARTICLE IV – ASSOCIATION RIGHTS (continued)

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

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

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

### 23 **H. ASSOCIATION LEAVE:**

- 24
- 25 1. The District will grant to the bargaining unit as a whole a total of two hundred  
26 (200) days per fiscal year (July 1-June 30) of released time for unit members  
27 to attend workshops, conferences, or other activities sponsored by the  
28 Association as identified by H.1 and H.2. Whenever possible, association  
29 leave for Head Start teachers will be requested on Friday. The TALB president  
30 or his/her designee shall submit in writing the information and the names of  
31 unit members who are authorized to use the association leave days to Employee  
32 Relations Services prior to an employee's application for the released time.  
33 Written application for approval for such released time must be submitted by  
34 the employee on the appropriate District form to the site manager at least five  
35 (5) working days prior to the anticipated absence.  
36
  - 37 2. The District will grant to each member of the TALB Board of Directors  
38 released time per fiscal year to allow all members to participate in regularly  
39 scheduled meetings of the Board of Directors. The TALB president or his/her  
40 designee shall provide to Employee Relations Services the names of members  
41 of the Board of Directors and the schedule of meeting dates.  
42

43 The Association agrees to reimburse the District for any substitute pay  
44 expended in relation to Section 1. and 2. above.  
45

#### ARTICLE IV – ASSOCIATION RIGHTS (continued)

- 1    **I.     EMPLOYEE PARTICIPATION IN ASSOCIATION MEETINGS.** Upon at least  
2    twenty-four (24) hours advance notice, with the approval of the appropriate CDC/Head  
3    Start manager and with substitutes available, a maximum of four (4) unit members  
4    acting as designated Association representatives normally may have their work  
5    schedules adjusted so as to allow attendance at Association meetings on non-paid time.  
6    No unit member may exercise this option more than one (1) day per month. Additional  
7    days may be approved upon special written request to the CDC/Head Start program  
8    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 and  
16    which require the authorization of the Superintendent, the Deputy Superintendent,  
17    Chief Business and Financial Officer or the Director of Child Development Centers,  
18    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. **Eleven Month Assignment** (217 Day Employees). Head Start teachers who have a eleven (11) month assignment annually work one hundred ninety eight (198) days. Salary payments to employees in a eleven (11) month assignment are prorated over 11.25 pay periods.

ARTICLE V – DAYS AND HOURS OF EMPLOYMENT (continued)

1 B. **HOLIDAYS.** The District agrees to grant all twelve (12) month and eleven (11)  
2 month employees in paid status those legal and Board-designated holidays which occur  
3 during the specified traditional or year-round calendars.  
4

5 1. Legal non-paid holidays shall include Independence Day, Admission Day,  
6 Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's  
7 Day, Dr. Martin Luther King Jr. Day, Lincoln Day, Presidents' Day, and  
8 Memorial Day.  
9

10 2. In addition, the District agrees to grant two (2) non-paid holidays to be  
11 designated by the Board of Education. One of these holidays shall be the  
12 Friday following Thanksgiving Day.  
13

14 3. The District reserves the right to designate additional non-paid holidays and  
15 agrees that the number of non-paid legal and designated holidays for twelve  
16 (12) month employees in paid status shall not total fewer than thirteen (13).  
17

18 4. Eleven (11) month employees shall be scheduled for recess periods during  
19 winter and spring in conformity with the K-12 school session calendar.  
20

21 5. When a legal holiday falls on Saturday, the preceding Friday shall be observed  
22 as a holiday. When a legal holiday falls on Sunday, the following Monday  
23 shall be observed as a holiday.  
24

25 6. The CDC and Head Start programs shall not be in operation on a day that has  
26 been declared a holiday by the Board of Education.  
27

28 7. Consistent with the above provisions, the date of each holiday shall be set forth  
29 in the calendar (see Appendix A).  
30

31 C. **WORK WEEK AND WORKDAY:**  
32

33 **Child Development Center Employees.** The work week and workday for Child  
34 Development Center teachers shall be as follows:  
35

36 1. Full-time CDC teachers shall be employed for eight (8) hours a day, inclusive  
37 of thirty (30) minute duty-free lunch period, preparation time, and breaks. The  
38 teacher shall have three hundred (300) minutes of program preparation per  
39 week as directed by the coordinating teacher for purposes approved by the  
40 CDC manager.  
41

42 During the program preparation, the teacher shall be in such physical proximity  
43 to the children that his/her presence may be applied to the state-mandated  
44 teacher-child ratio. In addition, the teacher shall have a duty-free fifteen (15)  
45 minute rest break for each four (4) hour period worked. Exceptions shall be

ARTICLE V – DAYS AND HOURS OF EMPLOYMENT (continued)

1 allowed for field trip days and emergencies as determined by the coordinating  
2 teacher.

3  
4 2. Teachers working an eight (8) hour split-shift (two separate shifts at one or  
5 more site) do not have a thirty (30) minute paid lunch period nor is travel  
6 between sites accomplished on duty time. Teachers working an eight (8) hour  
7 split-shift assignment receive one additional salary increment.

8  
9 3. Part-time employees shall work the number of hours specified in their  
10 employment contracts. Any employee working four (4) hours or more shall  
11 have a fifteen (15) minute break for each four (4) hours of employment and a  
12 planning period prorated from the three hundred (300) minutes per week of a  
13 full-time employee in ratio to the number of hours employed. During the  
14 program preparation period, the teacher shall be in such physical proximity to  
15 the children that his/her presence may be applied to the state-mandated teacher-  
16 child ratio. Any teacher working a six (6) hour day shall have a thirty (30)  
17 minute duty-free lunch period included within the six (6) hour day.

18  
19 4. The work schedule in each center shall be prepared by the Coordinating  
20 Teacher in consultation with the teaching staff and approved by the CDC  
21 program manager responsible for the site. The Coordinating Teacher shall  
22 include provision for make-up time in the schedule if the major portion of a  
23 teacher's rest break, lunch period or program preparation period is interrupted  
24 by unanticipated activities related to the site program.

25  
26 5. Coordinating Teacher duties will be mutually agreed upon by Coordinating  
27 Teacher/Program Coordinator and the Director.

28  
29 6. Coordinating Teacher assignments at more than two sites with more than three  
30 programs will not be scheduled without first consulting with the Association  
31 regarding the necessity for such assignment.

32  
33 D. **VACATIONS.** Twelve (12) month employees accumulate earned vacation at the rate  
34 of .081 hours for each paid hour of service - approximately twenty-one (21) days per  
35 year. In computation of the amount of vacation earned, leaves of absence with pay  
36 are not considered as breaks in service.

37 1. Earned vacation may be taken after three (3) calendar months following the  
38 date of first service.

39  
40 2. Employees are permitted to carry forward to the next fiscal year not more than  
41 one-half of a year's earned vacation.

42  
43 3. **Vacation Schedules:**

44  
45 a. Vacation schedules for CDC teachers shall be arranged in advance

ARTICLE V – DAYS AND HOURS OF EMPLOYMENT (continued)

1 by the Coordinating Teacher with the approval of the appropriate CDC  
2 manager after consultation with affected employees. Vacation  
3 requests should be submitted to the CDC manager at least two (2)  
4 weeks prior to the date of absence.

- 5  
6 b. For Head Start teachers vacation schedules shall be arranged in  
7 advance with the approval of the appropriate manager after  
8 consultation with affected employees. Vacation requests should be  
9 submitted to the manager at least two (2) weeks prior to the date of  
10 absence.

11  
12 E. **REQUIRED MEETINGS:**

13  
14 1. **Required Meetings for Child Development Center Teachers:**

- 15  
16 a. Unless required to meet state licensing mandates, employees shall be  
17 in paid duty status to attend any meetings, workshops, or activities  
18 required of the employee by CDC management outside their scheduled  
19 work time. Employees shall be notified of required meetings,  
20 workshops, or activities by CDC management.  
21  
22 b. Twice per month during the school year and once per month during the  
23 summer, there shall be, on paid duty time, a site planning session for  
24 available certificated staff. Meetings shall be scheduled for a  
25 maximum of two (2) hours. Such meetings shall be scheduled upon  
26 request of the site staff and upon approval, as to scheduling, by the  
27 CDC manager.

28  
29 2. **Required Meetings for Head Start Teachers:**

- 30  
31 a. Unless required to meet state licensing mandates, employees shall be  
32 in paid duty status to attend any meetings, workshops, or activities  
33 required of the employee by Head Start management outside their  
34 schedule work time. Employees shall be notified of required meetings,  
35 workshops, or activities by Head Start management.  
36  
37 b. Site planning meetings will take place weekly and Center team  
38 meetings take place monthly. Classroom and site meetings may take  
39 place as requested by the Head Teacher, or Early Learning Center  
40 Manager.

41  
42 F. **EXTENDED SERVICE:**

- 43  
44 1. With approval of the appropriate CDC or Head Start manager, contract  
45 teachers may have work hours extended beyond the contract hours to meet  
46 mandated teacher/child ratios or program needs. Teachers whose hours have



## ARTICLE V – DAYS AND HOURS OF EMPLOYMENT (continued)

1           been extended beyond an eight (8) hour workday will be compensated at time  
2           and one-half compensating time and this time will be taken within a year from  
3           the date compensating time was accrued. Use of compensating time will be  
4           scheduled at a time when the needs of the District will be least affected and is  
5           mutually agreeable to both the teacher and the coordinating teacher. It is the  
6           responsibility of both the teacher who has accrued compensating time and the  
7           coordinating teacher to agree on dates when this time may be used sufficiently  
8           early to allow management to make scheduling adjustments which shall  
9           minimize the impact on the program. Such accrued compensating time shall  
10          not be carried over from one work year to the next. Twelve month four (4)  
11          hour contract teachers will receive compensation at the regular contract hourly  
12          rate but not less than the CDC/Head Start long- term substitute hourly rate.  
13          This Section shall not apply to compensation rates for contract teachers who  
14          are voluntarily substituting for other teachers.

- 15  
16          2.       When a twelve (12) month contract teacher's workday is extended for a  
17          predetermined period of one week or more, additional sick leave to be used  
18          only during periods of substituting and/or extended service will accrue at the  
19          regular rate beginning with the first day of the extended service. In addition,  
20          accrued hourly sick leave may be used in the event of absence during the time  
21          employees work an extended workday over a predetermined period of one  
22          week or more. Vacation hours accrued during regular contract status may also  
23          be used while the employee is working an extended workday.

24  
25       G.       **INTERSESSION SUBSTITUTE SERVICE.** Employees assigned to a year-round  
26       track schedule are eligible to apply to substitute during their intersession/recess  
27       periods. When serving as a substitute teacher at any CDC site other than the site to  
28       which they are regularly assigned, they shall be paid as per Schedule O. When  
29       serving as a substitute teacher at the CDC site to which they are regularly assigned,  
30       they shall be paid at a premium rate.

31  
32       H.       **ADDITIONAL CONSIDERATION FOR YEAR-ROUND SCHEDULES:**

- 33  
34          1.       It is not the intent of the District that employees be arbitrarily reassigned or  
35          rotated from one track to another.  
36  
37          2.       It is the goal of the District that the temperature of the room will be conducive  
38          to an effective preschool program throughout the year. At a minimum, some  
39          type of mechanical cooling device will be available for each preschool  
40          room at each year-round site.  
41  
42          3.       Effort will be made to provide program-wide in-service to year-round track  
43          teachers at appropriate times during their year-round schedules.  
44

ARTICLE V – DAYS AND HOURS OF EMPLOYMENT (continued)

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

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

1. The traditional work year for Head Start employees will be 198 days.
2. Full-time Head Start teachers are employed for eight (8) hours a day, including preparation time and breaks, exclusive of a thirty (30) minute duty-free lunch period. The teacher shall have a minimum of one hundred and fifty (150) minutes of program preparation per week as directed by the center manager.
3. With the approval of the Head Teacher and the Head Start Director, teachers whose hours have been extended beyond an eight (8) hour workday normally will be scheduled for compensating time off on the next student-free day.

**J. Instructional Aides:**

1. Currently the assignment of instructional aides is a District responsibility; and the evaluating of such aides is a teacher responsibility.
2. CDC and Head start programs will continue to comply with the law governing adult-to-student ratios. Housekeepers and/or student aides/interns 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 such  
12 qualifying events as birth, adoption, marriage or registering of  
13 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, vendor  
31 selection, wellness programs, and member education. In the event that the  
32 combination of the annual PPO rate increase and/or cost containment results  
33 in premiums below the District maximum annual contribution described  
34 above, that difference will mitigate future rate increases.

35  
36 Effective January 1, 2016, change the health and welfare plan year from the  
37 current calendar year (January 1 to December 31) to match the District's fiscal  
38 year (July 1 to June 30). The change shall be managed in the following manner:

39 a. January 1, 2016 through June 30, 2016 will be a "short" plan year (6  
40 months).

41 b. Effective July 1, 2016 the new plan year shall be based on the fiscal  
42 year (12 months).

43 Open enrollment shall take place in May of each year with all plan  
44 changes being effective on July 1.

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

ARTICLE VI - COMPENSATION (continued)

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, except as noted.

Annual out of pocket maximums are \$1,500 Individual and \$3,000

ARTICLE VI - COMPENSATION (continued)

Family

Physician Visit: \$10 co-pay, effective 7/1/2017.

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: (100 Day Supply): Retail Generic and Non-Formulary co-pays are \$5; Retail Brand co-pay is \$10 effective 7/1/17.

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, \$10; no deductible; hospitalization 100% covered. Unlimited lifetime maximum. Continuation of existing plan without modification of benefits, except as noted **effective 7/1/17**.

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. Effective 1/1/2018, the Blue Shield HMO prescription plan is being transitioned to a four (4) tier system by the provider

1. Tier 1: \$5 Low Cost Medications: Includes some generics and inexpensive name brands.
2. Tier 2: \$10 Medium Cost Medications: Includes generics and name brand drugs.
3. Tier 3: \$35 High Cost Medications: Includes high cost name brand drugs
4. Tier 4: \$35 Highest Cost Medications: Includes primarily specialty drugs



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).

(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).

Emergency Room Visit: (In-Network/Out of Network) \$100 co-pay, effective 7/1/2017. The fee is waived if the person is admitted to the hospital; subject to plan specifications.

Prescription Plan: Effective 7/1/2017 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): \$5 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.

Effective 7/1/2017, all diabetes medications shall be filled in a 90 day supply through Mail Order or 90 day supply through Walgreens (no other drugs outside the diabetes category in a 90 day supply at Walgreens).

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



ARTICLE VI - COMPENSATION (continued)

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.

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 unremarried spouse of deceased retiree, may remain in the District plan by paying personally the insurance premiums without any 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. (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.

ARTICLE VI - COMPENSATION (continued)

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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.
- D. **TUBERCULOSIS EXAMINATION.** Required examinations for tuberculosis shall be provided by the District at no cost to employees only if District-designated service providers are utilized. The examination shall consist of an approved intradermal tuberculin test (Mantoux), which, if positive, shall be followed by an x-ray of the lungs.
- E. **CONSULTATION MEETINGS.** The Association shall be invited on an annual basis to consultation meetings with the District and other employee groups for the purpose of exchanging information on the implementation of health, dental, and vision plans. The District also shall provide the Association the following documents without cost: provider service agreements, financial reports, cost containment reports, and claims information summaries.
- F. **HEALTH AND WELFARE BENEFITS COMMITTEE.** The Association and District agree to form a joint committee to meet on an as needed basis to address the current and projected increases in health care costs. All recommendations will be submitted for consideration to the respective collective bargaining teams for negotiating. The specific duties of the subcommittee shall include:
- a. Actively considering health and benefit cost containment measures relating to District PPO, HMO, vision and dental insurance plans for recommendation to the parties. The includes, but is not limited to, co-payments and plan design modifications, active rate bidding by health care vendors/providers and alternative plans. It is the intent that the subcommittee shall use every reasonable effort to maintain the premiums for the lowest cost District HMO medical plan below the District annual maximum contribution described in Section B.2 above.
- b. Membership education intended to fully maximize health benefits in a manner that encourages cost containment and quality health care (e.g., use of emergency room for non-emergency matters, use of generics, etc.).

ARTICLE VI - COMPENSATION (continued)

- c. Ongoing data sharing regarding comparable costs and health plans with similar districts.
- d. Timelines for meetings consistent with making necessary recommendations for ongoing negotiations and health benefit renewal dates.
- e. Identifying an additional \$800,000 in cost containment and plan changes for TALB unit members for implementation no later than January 1, 2014. These cost containment changes will reduce the premiums for the affected plans beginning January 1, 2014 and are intended to mitigate individual unit member premium contributions as described in Section B.2.

Committee representation shall be limited to a maximum of four representatives from each party. The parties shall utilize consultants and/or facilitators as mutually agreeable. Team members shall agree to joint training on labor-management facilitation, health benefit design and how to assess benefit plans and look for cost savings while maintaining quality health care.

Subject to state or federal regulations, the parties agree that all data and communications regarding health and welfare benefit programs shall be shared 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 during the year. Priority consideration for assignment will be given to those meeting the March 1 deadline.

ARTICLE VII - LEAVES OF ABSENCE (continued)

B. LEAVES OF ABSENCE WITHOUT PAY:

1. Leaves of absence without pay may be granted to employees for the following purposes and when granted shall be governed by the conditions specified:
  - a. **Advanced Professional and Academic Training.** Leave shall be for no more than twelve (12) consecutive months nor more than one such leave in a seven (7) year period and this period must be coterminous with an intersession, a semester, or year.
  - b. **Service** as a member of the Peace Corps, the Job Corps, or the Domestic Peace Corps (Volunteers of Service to America). Not more than twenty-four (24) consecutive months.
  - c. **Teaching in a Foreign Country.** Leave shall be for no more than twenty-four (24) consecutive months nor more than one such leave in a seven (7) year period and this period must be coterminous with an intersession, a semester, or year.
  - d. **Travel in Foreign Country.** Leave shall be granted for a period of no longer than twelve (12) consecutive months nor more than one such leave in a seven (7) year period and this period must be coterminous with an intersession, a semester, or year.
  - e. **Rest and Recuperation.** Requires a doctor's statement. No more than twenty-four (24) consecutive months.
  - f. **Rest and Recreation.** No more than twelve (12) consecutive months.
  - g. **Child Care.** May be granted to either or both parents only immediately following maternity/paternity leave for child bonding/child care, including paid adoption leave under Section C.9 of the Article, plus a period coterminous with a semester or a school year, provided the employee notifies Certificated Personnel at least three weeks prior to the beginning date of the leave. A second consecutive year of child care leave may be granted upon the request of the employee. In the event of unforeseen circumstances of a serious nature related to family need the employee is eligible to apply for a leave of absence without pay under Section B.1.n. of this Article.
  - h. **Military Service.** As provided in the Education Code and the Military and Veterans Code.

## ARTICLE VII - LEAVES OF ABSENCE (continued)

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



ARTICLE VII - LEAVES OF ABSENCE (continued)

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

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

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

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

3. **Sick Leave:**

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

.5 day = 4 hours leave  
1.0 day = 8 hours leave  
5.0 days = 40 hours leave  
10.0 days = 80 hours leave  
10.4 days = 81.60 hours leave  
13.0 days = 104.00 hours leave

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

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.



## ARTICLE VII - LEAVES OF ABSENCE (continued)

- 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.
- i. An employee's sick leave record is open to the employee's inspection upon request to the site payroll clerk. Sick leave accumulation shall be reported on each quadriweekly pay warrant.
- j. Any bargaining unit member suffering from a catastrophic illness or injury who has exhausted all accrued sick leave may request sick leave donations under the Sick Leave Donation Program. A request

ARTICLE VII - LEAVES OF ABSENCE (continued)

to participate is submitted to the employee's principal/site administrator. Procedures for both the receipt and distribution of donated sick leave are provided as part of the Sick Leave Donation Program, which is Appendix E in this contract.

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

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

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

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

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

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

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

ARTICLE VII - LEAVES OF ABSENCE (continued)

(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.

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

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

a. Certificated employees who are absent from duty because of industrial injury or illness and who qualify under the provisions of the workers' compensation insurance law are allowed, for each injury or illness, full

## ARTICLE VII - LEAVES OF ABSENCE (continued)

1 salary from the first day of absence to and including the last day of  
2 absence for the illness or injury, except that not more than sixty (60)  
3 working days of leave are allowed for any one injury or illness.  
4 Allowable leave under this Section may not be accumulated from year  
5 to year.  
6

7 b. Payment on any day during industrial injury or illness, when added to  
8 compensation granted an employee under the workers' compensation  
9 laws of California, shall not exceed the normal wages for the day's  
10 primary assignment.  
11

12 c. If an employee is still receiving workers' compensation insurance  
13 benefits after entitlement to industrial injury or illness leave is  
14 exhausted, he/she shall be placed on regular sick leave, vacation leave,  
15 or statutory leave.  
16

17 d. Industrial injury or illness leave is reduced by one (1) day for each day  
18 of authorized absence, regardless of any compensation paid under  
19 workers' compensation.  
20

21 e. If the employee is no longer receiving workers' compensation  
22 insurance benefits, but is still unable to return to work as determined  
23 by the district physician, he/she is then placed on regular sick leave or  
24 other leave, as provided by this Agreement.  
25

26 When the employee goes on one of these types of leave while receiving  
27 workers' compensation insurance benefits, he/she is entitled to only  
28 such payment as will provide full pay for the primary assignment when  
29 added to workers' compensation insurance benefits.  
30

31 f. Before salary payments are made to an employee absent because of  
32 industrial injury or illness, a report of the illness or injury must be filed  
33 in the office of Risk Management.  
34

35 g. After expiration of paid leave, an employee who is unable to return to  
36 work as determined by the district physician may be granted additional  
37 leave without pay for one (1) year. Such leave may be extended for  
38 one (1) additional year for sufficient cause.  
39

40 h. Periods of leave under this regulation, either paid or unpaid, shall not  
41 be considered to be a break in the service of the employee, except that  
42 unpaid service may cause a break in progress toward tenure.  
43

44 i. An employee receiving benefits under the provision of this regulation  
45 may not leave the state of California without the authorization of the  
46 Board of Education.

ARTICLE VII - LEAVES OF ABSENCE (continued)

j. During all paid leaves of absence the employee must endorse benefit checks received under state workers' compensation laws to the District. The District will issue to the employee appropriate warrants and payments of wages or salary and shall deduct normal retirement and other authorized deductions. If combined payments under this regulation total less than the normal full salary, as in the case of an employee on statutory leave, the employee is not required to endorse to the District benefit checks received under workers' compensation laws. For income tax purposes, the District will notify employees of the amount of disability income paid to the employee for the year.

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

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

The usual period of confinement following the birth of a child is considered to be six (6) weeks. If the employee's condition varies from the usual in that she is able to resume performance of all duties related to her regular assignment at an earlier date (or if it is necessary to extend the leave beyond six [6] weeks), the employee shall present the appropriate manager with a statement from her attending physician which describes her condition and the estimated length of absence. The employee must obtain and furnish appropriate forms from her physician, and deliver them completed by the physician, to the appropriate manager. At least three (3) weeks prior to the estimated date of return to active employment, the employee shall notify the appropriate manager. When the employee is cleared by her personal physician to return to work, she shall submit the required health form to the district physician for review.

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

ARTICLE VII - LEAVES OF ABSENCE (continued)

- a. Adoption leave is charged to sick leave balances. For the first six weeks of adoption leave, the employee may use current and accumulated full-pay sick leave. For the remaining adoption leave, the employee shall use available statutory sick leave benefits at the substitute differential pay [half pay] rate described under Section C.10 of this Article. If statutory sick leave at the substitute differential [half] pay rate is exhausted in the course of this leave, the remaining time the employee continues on adoption leave shall be in a leave-without-pay status. Statutory sick leave used for purposes of adoption leave shall be deducted from the employee's five month allotment of statutory sick leave for the school year in which the leave occurs. If a school year terminates before the 12-week adoption leave period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.
- b. The maximum length of an adoption leave shall be twelve (12) weeks.
- c. In advance of the adoption, the employee shall notify the appropriate manager of the anticipated beginning and ending dates of the absence.
- d. Following the adoption the employee shall provide to the appropriate manager written verification of significant dates in the adoption process.

10. Maternity and Paternity Leave for Child Bonding/Child Care

- a. Pursuant to Education Code section 44977.5, when an employee takes maternity or paternity leave under the Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA), he or she may use, concurrently with the unpaid FMLA and/or CFRA leave entitlement, up to 12 workweeks of substitute differential [statutory half pay] leave available under Section VII.C.5. The 12 workweeks shall be reduced by any period of paid sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave pursuant to this Article or CFRA (Government Code §12945.2).
- 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

ARTICLE VII - LEAVES OF ABSENCE (continued)

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.

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

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

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



ARTICLE VII - LEAVES OF ABSENCE (continued)

- 1           13.    **Educational Meeting Leave.** Upon application and approval by the  
2 appropriate manager, an employee may be granted leave of absence with pay  
3 to attend a meeting directly related to the employee's job responsibilities.  
4
- 5           14.    **Sabbatical Leave.** The District shall provide for granting sabbatical leaves of  
6 absence to a limited number of full-time employees who have satisfactorily  
7 served seven (7) consecutive years and otherwise qualify. An employee  
8 eligible for sabbatical leave pursuant to Education Code, Section 44967, may  
9 make application to the Office of the Assistant Superintendent, Human  
10 Resource Services.  
11
- 12           a.     The applicant who requests sabbatical leave for study must submit a  
13 program of study which includes a full academic load as defined by the  
14 institution of residence but not less than nine graduate semester units  
15 or twelve undergraduate semester units. Within sixty (60) days after  
16 returning to duty, the employee must submit a transcript of work  
17 completed and grades earned.  
18
- 19           b.     The applicant who requests a sabbatical leave to travel must submit a  
20 detailed statement of a proposed itinerary in one or more foreign  
21 countries or travel within the United States. Travel must be related to  
22 the school work of the employee on sabbatical leave who shall submit  
23 a brief summary of his/her experience.  
24
- 25           c.     An applicant who requests sabbatical leave shall agree in writing to  
26 render a period of service in the employ of the governing board of the  
27 District following his/her return from the leave of absence which is  
28 equal to twice the period of the leave.  
29
- 30           d.     Compensation shall be paid to an employee while he or she is on  
31 sabbatical leave upon the furnishing by the employee of a suitable bond  
32 indemnifying the governing board of the District against loss in the  
33 event the employee fails to render the agreed upon service following  
34 the return of the employee.  
35
- 36           e.     No sabbatical leave shall be granted until the Assistant Superintendent,  
37 Human Resource Services, is satisfied that a suitable provision can be  
38 made for carrying on the applicant's work during his/her absence.  
39
- 40           f.     The District shall provide for sabbatical leaves not to exceed one-  
41 quarter (1/4) of one (1) percent of the total number of bargaining unit  
42 members per year. The District may provide for sabbatical leaves not  
43 to exceed one-half (1/2) of one (1) percent of the total number of  
44 bargaining unit members per year.  
45



ARTICLE VII - LEAVES OF ABSENCE (continued)

- g. Compensation for teachers on leave shall be one-half (50%) of the salary the person would have received had he/she remained in active service.
- h. The District shall pay fifty (50) percent of the employee's health and benefit premiums for the one-semester or one-year period the employee is on leave.



## 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 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,

## ARTICLE VIII – TRANSFERS (continued)

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.
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

## ARTICLE VIII – TRANSFERS (continued)

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.

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



## 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 same degree of physical control over a pupil that a parent would be legally

ARTICLE IX - SAFETY CONDITIONS OF EMPLOYMENT (continued)

1 privileged to exercise but which in no event shall exceed the amount of  
2 physical control reasonably necessary to maintain order, protect property, or  
3 protect the health and safety of pupils and employees, or to maintain proper  
4 and appropriate conditions conducive to learning.

5  
6 2. As provided in Education Code, Section 35208(2), the District shall insure  
7 against the personal liability of the members of the Board and of the officers  
8 and employees of the District for damages for death, injury to a person, or  
9 damage or loss of property caused by negligent act or omission of the  
10 member, officer, or employee when acting within the scope of his office of  
11 employment.

12  
13 H. The District agrees to meet the requirements of Education Code, Section 35208,  
14 relative to liability insurance and to communicate to employees on the subject within  
15 the first four (4) weeks of each work year.

16  
17 I. The District shall compensate a bargaining unit employee for loss or damage to  
18 personal clothing or personal property as defined in Labor Code, Section 3208,  
19 arising from an accident while acting within the scope of his/her employment.  
20 Claims for compensation must be submitted to the Chief Business and Financial  
21 Officer on the appropriate form for approval.

22  
23 1. The District shall provide for the reimbursement to employees for the loss,  
24 destruction, or damage by arson, burglary or vandalism of personal property  
25 used in the schools of the District, as follows:

26  
27 a. Reimbursement shall be made only when approval for the use of the  
28 personal property in the schools was given before the property was  
29 brought to school and when the value of the property was agreed upon  
30 by the employee bringing the property and the school administrator or  
31 person appointed by the administrator for this purpose at the time the  
32 approval for its use was given.

33  
34 b. When granted, such approval and agreed-upon value shall be in  
35 writing.

36  
37 c. Reimbursement for non-insured value shall be limited to a maximum  
38 of \$200 per employee per year.

39  
40 d. It is the employee's responsibility to provide reasonable precautions  
41 and security for the approved item(s).

42  
43 2. The District shall provide for the reimbursement of any employee's watch and  
44 other jewelry that was damaged or destroyed as a result of an assault or  
45



ARTICLE IX - SAFETY CONDITIONS OF EMPLOYMENT (continued)

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

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

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

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

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

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

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

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

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

The above is contingent upon all of the following:

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

ARTICLE IX - SAFETY CONDITIONS OF EMPLOYMENT (continued)

2. The damaged vehicle was parked at an appropriate location in a legal manner on or near school district property while the employee was required to be engaged in District business.
3. The employee provides the Risk Management Branch with evidence of the amount of insurance deductible payment actually made by the employee to his/her insurance company.
4. The inclusion of the word "theft" above is temporary to allow the District to evaluate its cost impact. The word "theft" shall be removed from the contract beginning July 1, 2017, unless extended by mutual written agreement of the District and Association.

Q. The District will continue to work on providing technological capabilities to sites subject to funding constraints.

PARKING: A joint committee at each interested site consisting of two administrative representatives (1 school site; 1 CDC/Head Start) and two teachers will study local parking with the goal of recommending options and alternatives which will maximize adequacy and security of parking for staff. If meetings are scheduled for working time then the teacher representatives will be provided release time. If the local committee is unable to provide an adequate solution and/or need District level assistance, the committee may refer their information and recommendations to the respective Directors of the CDC and Head Start Programs and the Association.

FACULTY LOUNGE: A joint committee at each interested site consisting of two administrative representatives (1 school site; 1 CDC/Head Start) and two teachers will study availability of space. If meetings are scheduled for working time then the teacher representatives will be provided release time. If the local committee is unable to identify adequate space, the committee may refer the matter to the CDC and Head Start Director. Wherever space permits, the Director will work with the local site to provide space for a faculty lounge.

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 all  
9 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 at  
13 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 form.  
15
- 16 G. **OBSERVATIONS.** Observations shall be both formal and informal. The number of  
17 formal observations shall routinely be three (3). With agreement of both evaluatee and  
18 evaluator the number may be reduced to two (2) or one (1) in cases of obviously  
19 effective performance by tenured employees. Additional observations shall be  
20 conducted when deemed necessary by either the evaluatee or evaluator.  
21
- 22 1. An observation shall be based upon one (1) or more of the following  
23 components: District goals and objectives, individual school/office goals and  
24 action plans, individual employee goals and action plans and performance  
25 assessment criteria.  
26
- 27 2. Each formal observation will be followed by a conference which will take  
28 place within five (5) working days.  
29
- 30 3. Formal observations will be summarized on an observation form with a copy  
31 given to the evaluatee within ten (10) working days after the observation.  
32
- 33 4. Except by mutual agreement, formal observations shall not begin until after  
34 goals and action plans have been agreed upon. In the event that goals and action  
35 plans have not been agreed to, formal observations may begin following the  
36 seventh week of the school year.  
37
- 38 H. **EVALUATION.** An evaluation shall be reduced to writing and transmitted to the  
39 employee no later than thirty (30) calendar days prior to the last school day for K-12  
40 students scheduled on the adopted school calendar or thirty (30) calendar days prior to  
41 the last day for children on the year-round track calendar, as appropriate. The evaluator  
42 will hold a conference to review the written evaluation with the employee at the time  
43 of the transmittal of the written evaluation. The evaluatee shall sign the evaluation  
44 form signifying that he/she has read the form and shall be provided the opportunity to  
45 prepare a written response which shall become a part of the employee's permanent  
46 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)

1 If the Association proceeds to arbitration, the statement of grievance shall be filed  
2 with Employee Relations Services on the appropriate Step 4 form within ten (10)  
3 days following the conclusion of mediation. The form shall include the same  
4 information as cited in D.1. above and the response at Step 2 as well as the exclusive  
5 representative's endorsement of filing.  
6

### 7 1. Selection of Arbitrator:

- 8
- 9 a. Within ten (10) days of receipt of the Step 4 grievance form, Employee  
10 Relations Services and Association staff shall attempt to agree upon a  
11 mutually acceptable arbitrator and obtain a commitment from said  
12 arbitrator to serve.  
13
- 14 b. In the event that the parties cannot agree upon an arbitrator within  
15 the specified period, a list of seven (7) arbitrators experienced in  
16 hearing grievances in public schools shall be requested from the  
17 State Conciliation Service or the American Arbitration Association.  
18 The parties shall select an arbitrator from this list by alternately  
19 striking names. The order of striking shall be determined by  
20 flipping a coin.  
21

### 22 2. Powers of the Arbitrator:

- 23
- 24 a. The arbitrator shall have no authority to hear evidence and/or rule on  
25 any sections of this Agreement which were not present in the original  
26 grievance, Formal Level - Step 1.  
27
- 28 b. The parties shall attempt to agree upon a statement of the issue(s) to be  
29 submitted to arbitration. If the parties cannot agree, the arbitrator shall  
30 determine the issue(s) by referring to the written grievance documents.  
31
- 32 c. After a hearing and after both parties have had an opportunity to present  
33 written arguments, the arbitrator shall submit a decision within thirty  
34 (30) days.  
35
- 36 d. The arbitrator's decision shall be in writing and shall set forth the  
37 findings of fact, reasoning, and conclusions on the issue(s) submitted.  
38 The arbitrator shall be without power or authority to make any decision  
39 which requires the commission of an act prohibited by law or which  
40 changes or is violative of the terms of this Agreement. Subject to the  
41 limitations specified in Article VI, Section C., it is agreed that the  
42 remedy of the arbitrator may include such financial reimbursement as  
43 may be necessary to make the grievant whole for any monetary loss  
44 resulting from a violation, misapplication, or misinterpretation of the  
45 specific provisions of this Agreement.

## ARTICLE XII – GRIEVANCE PROCEDURE (continued)

- e. The decision of the arbitrator shall be submitted to the Association and the Director of Employee Relations Services, and shall be binding upon the parties.
- f. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

### 3. **Areas of Exclusion.**

The arbitrator shall have no power to recommend or resolve:

- a. Any issue arising out of the exercise by the Board or the Administration of its responsibilities under Article III, Reserved Rights of the District, except as modified by specific provisions of this Agreement.
- b. Issues involving evaluation other than procedures specifically identified in Article XI, Evaluation Procedures.

### 4. **Cost of Arbitration:**

- a. All cost of the services of the arbitrator, including but not limited to, per diem expenses, travel and travel time, and the cost of any hearing room which is not the property of the school district shall be borne equally by the District and the Association.
- b. Either party may request that the hearing be recorded. The costs of a certified court reporter shall be paid by the party requesting the reporter and only the party paying for the reporter shall receive a transcript of the hearing. Alternately, both parties may mutually agree to share equal the costs of the reporter in which case both parties shall receive a copy of the transcript.
- c. The grievant and required employee witnesses will be granted released time as necessary to participate in any hearing required by the arbitration process. The release of employee witnesses will be scheduled to minimize classroom disruption.
- d. Each party shall bear the expense of the preparation and presentation of its own case.

- 5. **Expedited Arbitration.** The parties may mutually agree that arbitration may proceed under the expedited Rules of the American Arbitration Association.

## 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 allegation,  
2                 only one grievance may be filed in their behalf upon mutual agreement of the  
3                 Association and the district manager named in the grievance.  
4
- 5           7.     **Filing of Materials.** All documents, communications, and records dealing  
6                 with the processing of a grievance shall be filed separately from the personnel  
7                 files of the participants.  
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- 9           8.     **Grievance Withdrawal.** A grievance may be withdrawn at any level without  
10                establishing precedent.  
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- 12          9.     As per Government Code, Section 3543.5, the District shall not impose or  
13                threaten to impose reprisals, to discriminate or threaten to discriminate against  
14                employees, or otherwise to interfere with, restrain, or coerce employees  
15                because of their participation in the grievance procedure.  
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- 17          10.    Issues properly addressed through the grievance procedure may not  
18                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 required  
2                               by the Educational Mission: Innovation Advancement Committee  
3                               (e.g., purpose, duration, effect, etc.). Any request which  
4                               deals with curricular matters will include information regarding review  
5                               through the District curriculum process.  
6  
7                   c.       To be recommended to the Superintendent for presentation to the Board  
8                               of Education the waiver request must receive the vote of at least six (6)  
9                               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 Director,  
16                               the Deputy Superintendent, the Association, and at least two thirds  
17                               (2/3) of the affected bargaining unit employees wish to continue the  
18                               waiver through the next semester or school year, as specified.  
19  
20                   b.       If during this required annual review the program Director and Deputy  
21                               Superintendent, or the Association do not wish to continue the waiver,  
22                               or if more than one-third (1/3) of the affected bargaining unit  
23                               employees do not wish to continue the waiver, the previously waived  
24                               contract provision will be automatically reinstated in its entirety at the  
25                               beginning of the next semester or school year, as specified.  
26  
27                   c.       Except to the extent waived pursuant to this Article, the collective  
28                               bargaining agreement will remain in full force and effect and have full  
29                               application to the bargaining unit employees who are affected by an  
30                               approved site waiver.  
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1 **ARTICLE XV**

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3 **Savings Clause**

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

8  
9 Subsequent to the final decision of a court of competent jurisdiction that any section, article,  
10 or provision is contrary to law, and at the request of either party, the parties shall meet within  
11 a mutually agreeable period of time to renegotiate the specific article, section or provision held  
12 to be contrary to law. (In no instance shall the period of time to open renegotiations be more  
13 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:

2% increase to bargaining unit salary schedules and stipends retroactive to July 1, 2016. An additional one time off schedule payment of 1% based on the unit members earnings for the 2016 -2017 fiscal year.

#### 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)

As of April 24, 2005, placement on columns 306, 316 (E3), 315, 319, 325, 336, or 504 is dependent on verification of twenty-eight (28) semester hours of upper division or graduate work beyond the Bachelor's Degree. Extra units earned prior to receiving the Bachelor's Degree shall not be accepted for placement on the scale on one (1) year above the Bachelor's Degree unless extra units are of graduate standing, were not counted for the Bachelor's Degree, and are so indicated on the transcript.

4. It is the responsibility of the employee to submit official sealed transcripts to the appropriate office by November 1 in order to advance on the salary schedule and receive salary schedule placement retroactive to the first duty day of that contract year, for coursework and degrees earned prior to September 15. If verification is received after November 1, or for coursework or degrees completed after September 15, salary schedule placement adjustment will be granted for completed units and/or conferred degrees effective the pay period following receipt of the official transcripts.

The appropriate office for submission of official sealed transcripts will be the following:

CDC teachers must submit their official sealed transcripts to the CDC Office.

Head Start teachers must submit their official sealed transcripts to Human Resource Services.

5. An employee must complete all requirements prior to the first day of the contract year in order to qualify for placement on a higher salary scale. The date shown on the transcript indicating conferral of the degree will be considered the official date for this placement.
6. Sixteen (16) semester hours (or twenty-four [24] quarter hours) of advanced work taken at an accredited university or college is the maximum allowance of credit in any one (1) ten (10) month contract year (between first and last day of employee's contract year) for placement on the salary schedule. Eighteen (18) semester hours (or twenty-seven [27] quarter hours) of advanced work taken at an accredited university or college is the maximum allowance of credit in any one (1) twelve (12) month contract year for placement on the salary schedule.
7. Travel in the United States or in foreign lands is not credited for advancement unless credit for the travel has been granted by a college or university recognized by the California State Department of Education.
8. After the Bachelor's Degree, courses for upgrading on the salary schedule must be of upper division or graduate standing. After election to the District 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.

#### Eligibility Requirements for Leave Recipients:

1. A bargaining unit member is eligible for extended sick leave if

## APPENDIX E – SICK LEAVE DONATION PROGRAM (continued)

- 1
- 2 a. he/she has exhausted all of his/her accrued paid leave, which includes but is
- 3 not limited to sick leave;
- 4
- 5 b. he/she is suffering from a catastrophic illness or injury that is expected to
- 6 incapacitate him/her for an extended period of time;
- 7
- 8 c. the incapacity suffered by the employee requires him/her to take time off from
- 9 work beyond the number of days covered by the employee's accrued paid
- 10 leave, and a financial hardship would result for the bargaining unit member.
- 11
- 12 2. The maximum number of days which a recipient may receive for the same illness shall
- 13 be no more than the total number of duty days in the employee's work year.
- 14
- 15 3. Sick leave accrued by the recipient during the time he/she is on extended sick leave
- 16 shall be credited against the employee's days of absence. These days are in addition
- 17 to the maximum number of days of extended sick leave which the recipient is entitled
- 18 to receive.
- 19
- 20 4. Unit members receiving remuneration under worker's compensation provisions shall
- 21 not be eligible to draw extended sick leave.
- 22
- 23 5. Employees who may be eligible for disability payments under the State Teachers
- 24 Retirement System (STRS) or the Public Employees Retirement System (PERS) shall
- 25 apply for benefits at the earliest opportunity. Upon approval for receipt of STRS or
- 26 PERS disability payments, the unit member's eligibility to continue to draw extended
- 27 sick leave shall cease.
- 28

### **Guidelines for Donor Participants:**

- 30
- 31 1. Any member of the bargaining unit who has available monthly sick leave balances
- 32 may donate to an employee who is in need of extended sick leave. The required
- 33 minimum donation shall be one day (eight hours).
- 34
- 35 2. Employees who are not members of the bargaining unit may also donate to the
- 36 employee who is in need of extended sick leave, but under the provisions of this
- 37
- 38 program, employees who are not members of the bargaining unit will not be eligible
- 39 to draw such leave.
- 40
- 41 3. If an employee wishes to contribute more than one day, he/she may donate up to a total
- 42 of five (5) days per year to a specific employee who has been authorized for extended
- 43 sick leave. Employees donating more than one (1) day must have a balance of twenty
- 44 (20) days of accrued monthly sick leave at the time of donation.
- 45

## APPENDIX E – SICK LEAVE DONATION PROGRAM (continued)

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

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

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

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

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

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

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

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

6. Upon receipt of the *Donation of Sick Leave Hours* forms from the donor employee, the Director of Payroll shall be responsible for processing these forms. This task shall include:

APPENDIX E – SICK LEAVE DONATION PROGRAM (continued)

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



## APPENDIX E – SICK LEAVE DONATION PROGRAM (continued)

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

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

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

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

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

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

Use of District technology systems may be revoked at any time for inappropriate use. The Technology and Information Services Branch, in collaboration with school administration, will be the sole determiners of what constitutes inappropriate behavior according to local, state, and federal law. The violation of any item contained in this policy may result in the loss of access and/or to District technology systems other disciplinary action, as well as possible punitive action as provided for by local, state, and federal law.

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

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

12  
13 Represented certificated employees are not allowed to install software or applications onto  
14 computers the computer network, or any District technology systems without a valid  
15 purchase order or other proof of District or personal ownership. Legal software and/or data  
16 stored District technology devices are subject to removal with prior notification and consent  
17 of the represented certificated staff member. Long Beach Unified School District shall take  
18 reasonable precautions to ensure the security, integrity, or longevity of data and/or programs  
19 stored on District technology systems.

20  
21 Represented certificated staff acknowledge that they share responsibility for any and all use  
22 of the District's technology systems and that misuse could lead to liability and/or  
23 consequences that extend beyond the District's authority. The Long Beach Unified School  
24 District and its represented certificated staff members shall be held harmless from any use  
25 or misuse of District technology systems by students. Long Beach Unified School District  
26 makes no warranty of any kind, whether expressed or implied, for the service that it is  
27 providing. Long Beach Unified School District will not be responsible for any damage users  
28 may suffer including, but not limited to, loss of data or interruptions of service as a  
29 consequence of equipment failure, either on or off District property. Long Beach Unified  
30 School District and its represented certificated employees are not responsible for the  
31 accuracy or quality of the information obtained through or stored on the system.

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