

TALB - K12 AND CDC/HEAD START NEGOTIATIONS FOR 2023-2024

TENTATIVE AGREEMENT 2/26/24

K12 CONTRACT LANGUAGE

ARTICLE V: Days and Hours of Employment

A. WORKDAY

4. During any school month, certificated staff may be required to attend on-site meetings not to exceed a total of four (4) hours beyond the instructional day **for classroom teachers**, or duty day for **TOSAs**, counselors and psychologists. Two (2) additional hourly monthly meetings may be added at the discretion of the bargaining unit and principal. The necessity for conducting the two (2) hourly meetings shall be determined monthly at each site by either a simple majority secret ballot vote of the bargaining unit employees who actually vote on the proposal and principal or by the site shared decision-making body. The determination of which process will be used shall be by an annual majority secret ballot vote of the bargaining unit and principal.

5. On-site work hours for secondary school librarians, Teachers on Special Assignment (TOSAs), and program facilitators shall be eight (8) hours per day exclusive of lunch, except Friday when they may leave twenty (20) minutes prior to the end of their regularly assigned workday.

On-site work hours for nurses shall be seven and one-half (7.5) hours per day exclusive of lunch, except Friday when they may leave twenty (20) minutes prior to the end of their regularly assigned workday. **In cases of emergent student safety**, ~~If~~ the principal or ~~his/her~~ designee **may** determine it is necessary for the employee to remain on-site to perform the assigned duties of the position up to eight (8) hours.

7. It is recognized that in carrying out job responsibilities, each employee shall perform many duties and adjunct responsibilities which occur outside of the scheduled on-site duty day. **Such Duties include** ~~may involve~~ activities such as supervision of pupils, sponsorship of student activities, and participation in school, districtwide, and parent community committees and/or functions. It is intended that such adjunct duties will be assumed equitably by all unit members. Volunteers will be sought and a site shared decision-making process may be used to distribute adjunct duties; however, if there are insufficient volunteers, the manager retains the right to assign unit members to meet the needs of the school. The maximum expectancy for any secondary school teacher shall be twenty (20) hours per semester or forty (40) per year, exclusive of faculty/department meetings.

9. The scheduled preparation period at the secondary level is defined as paid working time for the specific purposes of preparing materials; conferring with students, parents, support staff, and administrators; **attending IEPs**; and other duties subject to assignment by the principal. It may also, if deemed necessary by the immediate site manager, be used for providing replacement services (class coverage) for a temporarily absent unit member.

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Elementary teachers assigned extra students, as replacement service for a temporarily absent unit member, will be compensated \$25 per daily occurrence, after three (3) occurrences.

ARTICLE VI: Compensation

A. SALARIES:

7. Catalina Island Employees:

- a. Full-time employees who actually work and reside on Catalina Island shall receive a salary addition as provided in the Certificated Non-Management Salary Schedule. In addition, effective the first school day each year, Catalina Island employees shall receive a travel expense allowance. For 2023-2024, the allowance is **\$1366.78**. Each year thereafter, the allowance will be adjusted by the same percentage as the salaries of K-12 unit members. Employees working less than full time shall receive a share of the travel expense allowance proportionate to the time worked.

Appendix B - Salaries

4% increase to bargaining unit salary schedules, stipends, and rates of pay for 2023-2024 retroactive to July 1, 2023. An additional one time off-schedule payment of 4% for 2023-2024 based on the unit members' earnings for the 2023-2024 fiscal year.

Salary Schedule S - Certificated Employees Additional Assignment

- **Adjust the total Athletic Director Stipend and payment frequency from two times per year to three times per year.**
 - **As a result of CIF, state, and local regulations regarding interscholastic athletics, athletic directors will now be paid the same stipend as a varsity coach (currently \$5163) three times a year in alignment with the three sport seasons (Fall, Winter, and Spring). Payment schedules will align with those of the varsity coaches in these respective seasons.**

Salary Schedule W - Additional Amounts

- **The District will add two additional tiers to Schedule W for department heads as outlined below:**

- **70 to 89 Sections will be paid \$10,147 (15% more than previous level)**
 - **90 or more sections will be paid \$11,670 (15% more than previous level)**
 - **Co-department chairs shall split the stipend level corresponding to their site's total number of sections.**
- **The District will adjust student counts for the two existing tiers and add two additional tiers to Schedule W for pathway lead teachers as outlined below:**
 - **For pathways with 1-399 students - \$5,601.08**
 - **For pathways with 400-599 students - \$8,824**
 - **For pathways with 600-699 students - \$10,147**
 - **For pathways with 700-or more students - \$11,670**
 - **Co-pathway lead teachers shall split the stipend level corresponding to their pathway's total number of students.**

B. HEALTH AND WELFARE BENEFITS:

2. The 2013 District annual maximum contribution toward individual unit member insurance premiums for District medical plans for full time employees, employee plus one and family coverage shall be based on the 2013 District PPO rates as adjusted by the cost containment changes. The District's annual maximum contribution excludes District dental and vision insurance.

Beginning the 2014 insurance year (January 1, 2014), and each year thereafter, the District shall increase the prior year's District annual maximum (**DAM**) contribution toward individual unit member insurance premiums for District medical plans for full-time employees, employee plus one and family coverage by 3.5%. In the event the elected coverage in a District insurance program exceeds the above stated District annual maximum contribution, the cost difference shall be paid by the unit member through payroll deduction. **Employees will be required to pay the cost difference for each plan (except for the lowest cost HMO plan) and their selected tier (Employee Only, Employee plus one (1), and Family).** The Health Benefits committee shall actively work to limit increases greater than 3.5%, through plan design modifications, vendor selection, wellness programs, and member education. In the event that the combination of the annual PPO rate increase and/or cost containment results in premiums below the District maximum annual contribution described above, that difference will mitigate future rate increases.

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

- b. Flexible Spending Accounts **plan year will match the District's fiscal year (July 1 to June 30) with open enrollment taking place in May of each year and all plan changes taking effect on July 1.** ~~remain on the~~

~~calendar year and will continue to have their open enrollment in November.~~

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.~~ **The retiree, or un-remarried spouse including registered domestic partners of the deceased retiree, shall pay the difference to remain in the District medical plan through the duration of benefit eligibility, as defined in Article VI, Section C. Spouses who remarry and those who register with a new domestic partner would not maintain eligibility.**
 7. Dental Insurance. The District agrees to provide eligible employees with District payment of premium costs. Employees may choose between approved plans described below:
 - b. **DeltaCare USA** ~~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.
 9. Vision Care Insurance. The District agrees to provide vision care insurance for eligible employees. The **EyeMed 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.
- 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:
- 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.~~

ARTICLE VII: Leaves

C. LEAVES OF ABSENCE WITH PAY:

1. Bereavement Leave. Employees are entitled to leaves of absence, not to exceed five (5) as a result of the death of any member of the immediate family **or reproductive loss**. Bereavement leave is non-cumulative and shall be taken only sequentially and

immediately following the death of a member of the immediate family **or reproductive loss**. 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 or registered domestic partner; 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.

ARTICLE VIII - Transfers

A. DEFINITIONS AND CONDITIONS:

4. “Specialized positions” as defined in this article are positions that include one or more of the following:
 - a. Calendar year beyond ~~184~~ 182 days;
 - b. Specific certification, experience, and training including but not limited to: Transitional Kindergarten, AP; GATE (**Secondary**); TOSA; Special Education, Autism, ED and Transition;
 - c. **All eligible bargaining unit members interested in an Elementary GATE opening must indicate their intent on the transfer application. Elementary GATE positions will follow the vacancy guidelines outlined below:**
 1. **Vacancies at all elementary sites that were a non-GATE position in the current year would go through the employee-initiated transfer request process outlined in Article VIII, Section B.**
 2. **Vacancies at all elementary sites that were GATE positions in the current year would be flown as specialized positions;**
 - d. Special skills in areas which are paid additional assignments; or
 - e. Non-traditional assignments including but not limited to: Multi-Age; GOC and CDS; Literacy; Dual Immersion; and TOSA.

E. FACTORS IN DETERMINING TRANSFERS:

1. One or more of the following factors shall be considered in determining transfers initiated by employees or by the District:
 - (e) **Designated elementary schools;**
 - **Designated Elementary Schools are those where the classroom teacher demographics do not match student demographics.**

- **Vacancies due to retirement, resignation, or transfers at designated elementary schools will not be subject to Article VIII, Section B. These vacancies shall be posted in each school no later than March 15. Postings shall be sent to the TALB Office, to each school site for posting on a designated bulletin board in the faculty lounge, and posted on the District's website. Updates of current openings will be posted in March, April and May.**
 - **All eligible bargaining unit members who request a transfer to a vacant position at any of the designated elementary sites will be given the opportunity to apply for these vacant positions. Site interview teams, comprised of a majority of unit members, shall provide recommendations for consideration to the site administrator. The site administrator shall make the final consideration recommendations to the District Transfer Committee.**
 - **The District and TALB have entered into a Memorandum of Understanding (MOU) – Implementations of Changes to Transfer Process. This MOU will guide the implementation of the designated elementary schools transfer process outlined in Section E.1.e. This MOU will be revisited and renewed annually as part of the yearly negotiation process.**
- (f) Skills, experience, certification, and/or training; and
- (g) Recommendation of site interview team.

ARTICLE IX: Safety Conditions of Employment

- 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. Safety committees at each site shall develop and/or review energy communication procedures to address classroom and site emergencies.
- 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. **Bargaining unit members are not required to break-up physical altercations.**
- 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 submit a report via the electronic submission process developed by the District.** ~~to submit the appropriate district form.~~ **Site managers and Human Resources will receive a copy of the report.** 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~~ **the employee may 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 employees of a school district shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of ~~his/her~~ **their** duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of pupils and employees, or to maintain proper and appropriate conditions conducive to learning. **T**
- 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, classroom 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. **Communication in emergency situations is a priority. All sites will have a specific reporting process for emergencies as defined by the site's safety committee.**

- P. While on District business, in the event any ~~employee's~~ **bargaining unit member'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 \$600 per incident. The above is contingent upon all of the following:

CDC/HEAD START CONTRACT LANGUAGE

ARTICLE VI: Compensation

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bereavement leave shall be responsible for following all notification procedures as per Section A. 5. of this Article.

ARTICLE VIII: Transfers

B. Transfers at Teacher Request

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, 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, additional consideration will be given to the employee's length of service at the present center. **Employees may request a transfer to a different site and/or shift for the subsequent school year.** 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.

ARTICLE IX: Safety Conditions of Employment

- F. 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, **and submit a report via the electronic submission process developed by the District.** ~~to submit the appropriate district form.~~ **Site managers and Human Resources will receive a copy of the report.** 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~~ **the employee 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 employees of a school district shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of ~~his/her~~ **their** duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of pupils and employees, or to maintain proper and appropriate conditions conducive to learning.
- P. While on District business, in the event any ~~employee's~~ **bargaining unit member'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 \$600 per incident. The above is contingent upon all of the following:

Signatures on File:

For TALB:

Corrin Hickey

TALB – Lead Negotiator

Gerry Morrison

TALB – President

For the District:

Steven Rockenbach

Director of Employee Relations and Ethics