

Tentative Agreement

**Between the
Teachers Association of Norwalk-La Mirada
And the
Norwalk-La Mirada Unified School District**

The Teachers Association of Norwalk-La Mirada herein after referred to as TANLA and the Norwalk-La Mirada Unified School District herein after referred to as District, and jointly (TANLA and District) shall be referred to as parties, enter into this agreement to settle all contract language revisions related to contract re-opener negotiations for the 2014-15 school year.

ARTICLE XII: TRANSFERS AND REASSIGNMENTS WITHIN A SCHOOL

C. TEACHER INITIATED TRANSFER REQUESTS

4. A request for a general transfer may be submitted to the Division of Human Resources between date submitted in current school year through August + **31** of each year. Teachers interested in any position that may become available after the close of school in June and before August + **31** may submit a transfer request for the position or positions of interest prior to the close of school in June. However, teachers are encouraged to submit them no later than March 1st if the transfer is desired for the next school year. A written request for a transfer to a specific vacancy may be submitted any time and will be considered.
5. For vacancies that occur after April 15th, **but before the last day of the school year**, all qualified internal and external applicants shall be considered. Seniority between equally qualified candidates may be considered.
8. If the **an interview or transfer opportunity** is denied, the reason(s) for denial shall be stated in writing if requested by the teacher. This written response will be submitted within ten (10) work days of receipt of the request.

ARTICLE XIII: CLASS SIZE

A.2 Elementary, Middle and **High** school music teachers, resource teachers, counselors, youth development teachers, special education teachers, non-unit members and other non-classroom assigned unit members shall not be utilized in the computation or application of the above staffing ratios.

ARTICLE XX: LEAVES OF ABSENCE

I. PAID JURY DUTY

- ~~1. The school district shall pay the per diem salary for any teacher's initial day of legally required jury duty and provide a substitute for that day only. The school district shall not pay for any subsequent days of required jury service.~~ **Unit members shall be granted a leave of absence, with pay, to serve as a juror for no more than ten (10) days, if called in a manner prescribed by law. The District will provide to each employee who notifies the District in writing that he or she has been called for jury duty, a standard letter to the court confirming that the District only pays jury duty pay for ten (10) days annually for each member. Compensation received for jury service shall not exceed the unit member's daily compensation. Therefore a member on jury duty leave shall endorse jury fee checks received for the first ten (10) days of service to the District. An employee called to court as above but released for part of a day, shall report immediately to his or her supervisor and serve for the remainder of the work day. It is understood that bargaining unit members who are able to postpone jury duty to the summer break, winter break, or spring break shall be compensated at the day-to-day substitute rate of pay for a period not to exceed five (5) days.**

ARTICLE XXII: WAGES

R. ELEMENTARY COMBINATION CLASSES

Unit members who volunteer or are appointed to teach combination classes (2 or more grade levels at the elementary level) shall be entitled to receive Extra Duty Pay of \$2,500 per school year (tenthly payments). Additionally, unit members who volunteer or are appointed to teach combination classrooms shall be entitled to three additional release days per year for teacher directed planning. In the case where more than one teacher volunteers for the combination classroom position, the teacher with the greatest length of service (as defined in Article: XII.A.1) shall be assigned. If no teacher from the impacted grade levels volunteers, the principal/site administrator shall appoint a teacher for the position from grade levels being impacted. Teachers who volunteer or are assigned to teach a combination class shall, at the conclusion of his/her assignment, be placed at the bottom of the rotation list for any subsequent combination classes at the teacher's grade level in the following school year. However, the same teacher may volunteer and be selected by the principal/site administrator to serve in a combination setting for consecutive years (if there are no other volunteers).

S. BI-LINGUAL/DUAL IMMERSION CLASSES

Unit members assigned to teach Bi-Lingual and/or Dual Immersion classes shall be entitled to receive Extra Duty Pay of \$1,000 per school year (tenthly payments). Additionally, unit members assigned to teach Bi-Lingual and or Dual Immersion classrooms shall be entitled to three additional release days per year for teacher directed planning. Only permanent teachers who possess the appropriate credential (BCLAD) will be eligible for these assignments. In the case where more than one qualified teacher volunteers for the Bi-Lingual/Dual Immersion classroom position, the teacher with the greatest length of service (as defined in Article: XII.A.1) shall be assigned. If no qualified teacher volunteers, the principal/site administrator shall appoint a teacher for the position. Qualified teachers who volunteer or are assigned to teach a Bi-Lingual/Dual Immersion class shall, at the conclusion of his/her assignment, be placed at the bottom of the rotation list for any subsequent Bi-Lingual/Dual Immersion classes at the teacher's grade level in the following school year. However, the same teacher may volunteer and be selected by the principal/site administrator to serve in a Bi-Lingual/Dual Immersion setting for consecutive years (if there are no other qualified volunteers).

ARTICLE XXIV: HEALTH AND WELFARE BENEFITS

A. FOR THE TERM OF THIS AGREEMENT:

In order to fund expenses of health plans (health insurance, dental insurance, life insurance and vision insurance) for eligible employees and dependents, the District agrees to contribute annually a total amount equal to ~~\$9,800~~ **\$10,075** per benefited employee contribution effective February 1, multiplied by the number of benefited employees to a fund to be designated the Health and Welfare Self Insurance fund (an internal service proprietary fund).

H&W District Contribution of ~~\$600,000~~ **\$800,000** (ongoing) that will cover the first ~~\$600,000~~ **\$800,000** of any increase in total cost of premiums from plan year to plan year. If total cost of premiums from plan year to plan year exceed ~~\$600,000~~ **\$800,000** the increase will be borne by all eligible active employees on a ~~sliding scale~~ **floating percentage** tied to the health benefit plan option selected by the benefitted employee (employee, employee + 1, Employee + 1 and family **PPO, HMO, Kaiser**).

(in a plan year where the total cost of premiums does not exceed ~~\$600,000~~**\$800,000**, district will still contribute the full amount and use any excess to mitigate employee out of pocket expenses effective Plan Year 2015 **for the upcoming plan year**).

All costs attributable to employee health benefits will be expensed to this fund. Any surplus funds at year-end shall remain in the fund for the following year to defray any

future increases in health benefit costs, which may occur. Any rebates of payments shall accrue to the Health and Welfare Self-Insurance Fund.

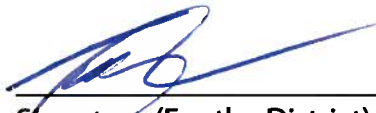
~~Should health benefit costs exceed the funds in the Health and Welfare Self Insurance Fund, the expenses in excess of funds available will be borne by all eligible active employees on a sliding scale tied to the health benefit plan option selected by the benefited employee (employee, employee + one and family).~~

Subsequent to the District's annual contribution of \$10,075 per benefited employee, as well as the ongoing \$800,000 annual contribution directly to the Health and Welfare Self-Insurance fund, should health benefit costs exceed the funds available, the expenses in excess shall be borne by all eligible benefited employees on a floating percentage tied to the Health benefit plan option selected by the employee (PPO, HMO, Kaiser).

A Health Benefit Committee, comprised of representatives of employee bargaining units and management, is charged with the task of annually reviewing the District's health insurance plans and recommending changes. The following health and life insurance plans will be provided:


4. Vision Insurance

~~The District shall provide teacher and eligible dependents with vision insurance with no deductible, at no cost to the teacher.~~ **The District shall continue to provide the policy currently in effect, Vision Service Plan.**



Signature (For the District)
Wayne Shannon, Assistant Superintendent H.R.

1/09/15
Date



Signature (For TANLA)
Maureen Quiros, Association Bargaining Chair

1/9/15
Date