

TA 7/8/19 7/8/19
TAL Themo
[Signature]

PCCD COUNTERPROPOSAL #1- 7/8/19
APPENDIX L
EARLY CHILDHOOD EDUCATION LAB SCHOOL TEACHERS

1. INTRODUCTION

- 1.1 Palomar College academic employees employed to deliver early childhood education in the college's ~~child development centers~~ Early Childhood Education Lab Schools shall hereinafter be known as Early Childhood Education Lab School (ECELS) Teachers, Master Teachers, Site Supervisors, and Coordinators (herein after known as "ECELS Teachers" or "employees").
- 1.2 Articles 1-3, 5-7,11,13,14,16,19, 21-23,25, and 26 shall apply to all ECELS Teachers; all other Articles do not apply to ECELS Teachers.
- 1.3 This Appendix applies to all ECELS employees who are a part of the bargaining unit: as specified in Article 1.1 full-time teachers and part-time NOHE employees. This does not include those with a status of short-term hourly or student workers.

2. WORKLOAD

- 2.1 The work year for full-time ECELS Teachers shall be one of the following:
 - 2.1.1 12 month assignment consisting of a minimum of two hundred thirty-five (235) days at 40 hours per week totaling 1,880 hours per fiscal year and no more than two hundred forty (240) work days per year.
 - 2.1.2 11 month assignment consisting of a minimum of two hundred and fifteen (215) days at 40 hours per week totaling 1,720 hours per fiscal year and a maximum of two hundred and twenty (220) work days per year.
 - 2.1.3 10 month assignments shall consist of a minimum of one hundred and ninety-five (195) days at 40 hours per week totaling 1,560 hours per fiscal year and a maximum of two

hundred (200) work days per year.

3. EMPLOYMENT STATUS, WORKWEEK

3.1 ECELS Teachers are exempt from the overtime provisions of the Fair Labor Standards Act and do not receive overtime or overload pay.

3.2 Regular Full-Time Employee

3.2.1 The ECELS may employ Regular Full-Time and Part-Time ECELS Teachers under provisions set forth in Section 8366 of the California Education Code. Each person employed by the Palomar College Early Childhood Education Lab School shall be deemed to be employed in a position requiring certification qualifications EC 8366.

3.2.2 The ECELS may employ individuals who are hired for a limited or specific period of time to fill in for an employee. These employees are not eligible for employee benefits.

3.3 Workweek

The normal workweek for any full-time ECELS Teacher shall consist of forty (40) hours per week Monday-Friday.

4. BENEFITS

4.1 The District shall maintain the benefits programs (in terms of service levels) in place as of January 1, 2001., ~~and shall continue to pay the full cost of benefits for all full-time ECELS Teachers, retirees and eligible dependents.~~ These benefit programs include medical, dental, vision, long term care, life insurance and long-term disability. Any increases in costs to maintain the current level of service shall be borne by the District, since July 2013 and throughout the duration of the Agreement. The parties agree to work collaboratively to control future health care costs and consider plan changes that are necessary to control these costs. If multiple options are available, ECELS teachers, retirees, and eligible

dependents will receive the lowest cost option for medical benefits (Kaiser HSA or Kaiser HMO).

4.2 Emeritus ECELS Teacher Benefits

4.2.1 Emeritus ECELS Teachers are selected by the Faculty Senate of Palomar College and shall be entitled to the following benefits at no cost to the retiree unless extenuating circumstances would limit or prevent the granting of some or all of these benefits:

- Library borrowing privileges
- Staff parking pass
- Athletic event pass
- Staff discount for performing arts events
- Retention of their existing Palomar email account, unless otherwise determined by the Vice President of Human Resources as based on extenuating circumstances such as existing or anticipated litigation or disciplinary related matters that would require issuance of a new email account.
- The opportunity to audit or enroll in up to 6 units per semester at Palomar College, given that there is room available in the class(es).

4.2.2 The above benefits shall be provided by the District at no cost to the Emeritus ECELS Teachers.

5. LEAVES

5.1 The leaves herein are granted in compliance with the minimum requirements of the Education Code and other applicable laws. Unless the number of days of leave set forth in this Article is greater than the minimums set forth in the Education Code, only the minimums in the Education Code are granted.

5.2 The Superintendent/President or designee has the final authority of the District to approve verifications of leaves. The Superintendent/President or designee may require reasonable proof from any employee for any absence.

All employees may be required to submit verifications for their absences. However, employees who are absent due to illness or injury for five (5) consecutive work days or fewer may not be required to submit verifications for their absences unless the District has reasonable belief that the employees are not ill or injured. All verifications of leaves may be initially accomplished by the Coordinator of the ECELS, or that individual's designee, but only the Superintendent/President or designee has the authority of the District to approve verification of leaves or make final decisions on verification of leaves. The District has retained the authority to prepare, disseminate, and require compliance with leave forms as long as the District does not violate the provisions of this Article. The District has retained the authority to adopt and revise verification procedures to implement the provisions of this Article as long as those procedures do not violate the provisions of this Article.

5.3 Sick Leave (Education Code §87781)

5.3.1 Each academic year, every ECELS Teacher employed five (5) days a week by the District and ten (10) months per year (full-time) shall be entitled to ten (10) days leave of absence for illness or injury. Every ECELS Teacher employed five (5) days a week by the District and eleven (11) months per year (full-time) shall be entitled to eleven (10) days leave of absence for illness or injury. Every ECELS Teacher employed five (5) days a week by the District and twelve (11) months per year (full-time) shall be entitled to twelve (12) days leave of absence for illness or injury. The entitlement to ten (10), eleven (11), or twelve (12) days, respectively, shall be considered as fully accrued on the first day the ECELS Teacher is required to report for duty for the academic year. Whenever a full-time ECELS Teacher is absent during the regular school year due to illness or injury, the ECELS Teacher's accumulated sick leave shall be charged one hour for each hour absent excluding District holidays.

5.3.2 An ECELS Teacher employed for fewer than five (5) days a week and/or fewer than ten (10) months per year shall be entitled to a proportional amount of leave of absence for illness or injury; accumulated sick leave shall be charged one hour for each hour absent. Part-time (NOHE) ECELS Teachers shall be credited

0.056 hours of sick leave for each hour of service scheduled.

5.3.3 Credit for leave of absence need not be accrued prior to taking such a leave by the ECELS Teacher and such leave of absence may be taken at any time during the school year. If such ECELS Teacher does not take the full amount of leave allowed in any school year under this provision, the amount not taken shall be accumulated from year to year.

5.4 Extended Sick Leave (Education Code §87786) – Fifty Percent (50%) Rule

5.4.1 During each school year, when an ECELS Teacher has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due him or her for any of the additional five (5) months in which the absence occurs shall be fifty percent (50%) after accumulated sick leave has been utilized.

5.4.2 The five-school-month period in this provision shall run concurrently with all accumulated sick leave, except it does not apply to the first ten (10) days of absence on account of illness or accident of any ECELS Teacher employed five (5) days a week by the District or to the proportion of ten (10) days of absence to which the ECELS Teacher employed less than five (5) days per week is entitled. An ECELS Teacher shall not be provided more than one (1) five-month period per illness or accident. However, if a school fiscal year terminates before the five-month period is exhausted; the ECELS Teacher may take the balance of the five-month period in the subsequent fiscal year, so long as it is for the same illness or injury.

5.5 Pregnancy Disability Leave (Education Code §87766)

5.5.1 An ECELS Teacher may use sick leave provided for in this Article for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date

on which the ECELS Teacher shall resume duties, shall be determined by the ECELS Teacher and the ECELS Teacher's physician.

5.5.2 Disabilities caused or contributed by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities, and shall be treated as such under any health or temporary disability insurance or sick leave.

5.5.3 This provision shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage or childbirth be treated the same as leaves for illness, injury or disability.

5.5.4 The District also may grant a request for leave of absence without pay for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom.

5.6 Industrial Accident and Illness Leave (Education Code §87787)

The District specifically limits its liability to the minimum requirements mandated by Education Code §87787 and California State statutes regarding Industrial accident and Illness Leaves.

5.7 Personal Necessity Leave (Education Code §87784)

5.7.1 An ECELS Teacher may use accumulated sick leave in case of personal necessity up to a maximum of six (6) days per school year. For purposes of this provision, "personal necessity" is defined as:

5.7.1.1 Death or serious illness of a member of the employee's immediate family.

5.7.1.2 Accident involving the employee's person or property, or the person or property of a member of the employee's

immediate family.

5.7.1.3 An emergency requiring prompt response, which response cannot reasonably be made by anyone other than the employee and cannot be made at any time other than during the employee's working hours.

5.7.1.4 Observance of a religious holiday.

5.7.1.5 Matters of compelling personal importance or personal business as defined below.

5.7.1.5.1 The term "personal business" includes attendance at activities such as graduation ceremonies and weddings of members of the immediate family, required court appearances, and other important activities. An employee shall not take personal business leave to extend a District holiday weekend, to be absent from required training activities, to be absent from any mandatory meeting or conference, or to engage in any concerted activity against the District.

5.7.1.5.2 When circumstances reasonably permit, the ECELS Teacher must give five (5) business days prior notice to the ECELS Coordinator.

5.8 Labor Code §233 Leave

5.8.1 Pursuant to Labor Code §233, an employee may use no more than six (6) days in any calendar year of accumulated sick leave to attend to an illness of a child, parent, or spouse of the employee. All conditions and restrictions for use of sick leave by the employee shall apply.

5.9 Bereavement Leave (Education Code §87788).

5.9.1 Each academic employee is entitled to a leave of absence, not to exceed five (5) days on account of death of any member of any employee's immediate family. No deduction shall be made from the salary of such employee, nor shall such leave be deducted from other leaves.

5.10 Jury Duty Leave (Education Code §87035)

5.10.1 Each academic employee shall be eligible for leave of absence when regularly called for jury duty in the manner provided for by law, and the employee, while serving on jury duty, shall receive regular earnings from the District and shall transmit to the District all fees, exclusive of mileage, received for jury service.

5.11 Family Care and Medical Leave

5.11.1 The provisions in this Article covering Family Care and Medical Leave are intended to comply with the federal Family Medical Leave Act of 1993, 29 U.S.C. §2601 et seq., and the California Family Rights Act of 1991 as amended October 5, 1993, Government Code §12945.2. No greater or lesser leave benefits will be granted than those provided by applicable state or federal laws. These provisions shall be interpreted so that there will be no violation of either state or federal law.

5.11.2 Family care and medical leave consists of unpaid leave for a period of up to twelve (12) work weeks in a school year (July 1 through June 30) for one (1) of the following reasons:

- a) The birth or placement of a child for adoption or foster care with the employee within one (1) year of such birth or placement;
- b) To care for the employee's spouse, child or parent with a serious health condition; or
- c) If an employee has a serious health condition that makes the employee unable to perform his or her job.

5.11.3 Family Care and Medical Leave is separate and distinct from disability leave for pregnant employees. Pregnant employees are entitled to a disability leave in addition to a family care and medical leave.

5.11.4 If the leave is requested for the placement or birth of a child, and both parents are employees of the District, the total amount of family care and medical leave for both parents is limited to twelve (12) weeks.

5.11.5 Definitions

5.11.5.1 "Accumulated Sick Leave" means days of sick leave the employee earned in previous school years and has not taken, thereby accruing a balance from year to year.

5.11.5.2 "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under eighteen (18) years old or over eighteen (18) years old and incapable of self-care because of a mental or physical disability.

5.11.5.3 "Differential Pay Sick Leave" means the right to receive fifty percent (50%) of regular salary in accordance with the provision on extended partial paid sick leave.

5.11.5.4 "Employee Benefits" means all benefits provided or made available to employees by the District, including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions,

regardless of whether such benefits are provided by a practice or written policy of the District or through an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 [29

U.S.C. 1002 (3)].

5.11.5.5 "Employment in the same position" means employment in the position which the employee held prior to taking a family care and medical leave.

5.11.5.6 "Employment in an equivalent position" means a position that has the same or similar duties, pay, and employment benefits which can be performed at the same or similar geographic location as the position held prior to the leave.

5.11.5.7 "Group health plan" means any plan provided or contributed to by the District to provide health care (directly or otherwise) to the employers, employees, former employees, or the families of such employees or former employees.

5.11.5.8 "Health care provider" means an individual:

a) Holding a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate; or

b) Duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition; or

c) Who has been determined by the United States Secretary of Labor to be capable of providing health care services under the Family and Medical Leave Act of 1993.

5.11.5.9 "Industrial Accident and Illness" means a work-related injury or illness.

5.11.5.10 "Intermittent Leave" means a leave taken in separate

blocks of time due to a single illness or injury and may include leave periods from one (1) hour or more to several weeks.

5.11.5.11 "Parent" means a biological, foster or adoptive parent, a step-parent, a legal guardian or someone who stood in loco parentis to an employee when the employee was a child.

5.11.5.12 "Reduced Leave Schedule" means a leave schedule that reduces an employee's usual number of working hours per day or per week.

5.11.5.13 "Serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either of the following:

a) Inpatient care (overnight stay) in a hospital, hospice or residential medical care facility;
or

b) Continuing treatment or continuing supervision by a health care provider.

5.11.5.14 "Sick leave" means days for which an employee is paid but is not required to work because of illness or injury.

5.11.5.15 "Spouse" means a husband, wife, or domestic partner according to California law.

5.11.5.16 "Members of the immediate family" means the mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse or domestic partner of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, mother-in-law, father-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

5.11.5.17 "Domestic partner" for purposes of this Article shall have the same meaning as that definition in Appendix D. The requirements to establish a "domestic relationship" are contained in state law and also in Appendix D.

5.11.6 Eligibility for Family Care and Medical Leave

5.11.6.1 Employees are required to have completed more than twelve (12) months of continuous service with the District to be eligible for family care and medical leave. Continuous service consists of full-time or part-time employment for the number of months customarily worked by employees in that job classification. If an employee separates from service after attaining more than one (1) year of continuous service and is subsequently re-employed by the District, the employee is not eligible for family care and medical leave until he or she completes another year of service. Employees are required to have completed 1,250 hours of service in the twelve months preceding the leave for eligibility.

5.11.7 Right to Family Care and Medical Leave

5.11.7.1 Subject to the terms and conditions stated in these provisions, an eligible employee shall be granted an unpaid family care and medical leave for up to a total of twelve work weeks in a school year (July 1 through June 30), after making a request for such leave in accordance with the procedures set forth below.

5.11.7.2 A request for family care and medical leave must comply with the applicable notice requirements described below. Appropriate certification is also required.

5.11.8 Requests for Family Care and Medical Leave

5.11.8.1 If the employee learns of facts necessitating a family care and medical leave more than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District immediately. A minimum of thirty (30) calendar days' written notice is required.

5.11.8.2 If the employee learns of facts necessitating the family and medical care leave less than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District as soon as possible. The employee is required to provide the District with written notice within five (5) working days of learning of the need for the leave.

5.11.8.3 If the employee's need for the leave is foreseeable due to a planned medical treatment or planned supervision of the employee, or that of a child, parent or spouse with a serious health condition, the employee shall consult with the Assistant Superintendent/Vice President for Human Resource Services regarding the scheduling of the treatment or supervision so as to prevent undue disruption to the operations of the District. Any scheduling of treatment or supervision shall be subject to the approval of the health care provider of the individual with the serious health condition. In any event, thirty (30) calendar days written notice is required unless the ECELS Teacher and the District agree in writing to a shorter notice.

5.11.9 Certification of Serious Health Condition from Health Care Provider

5.11.9.1 If the employee is requesting the leave to care for self, child, spouse, or parent with a serious health condition, the District may require certification of the serious medical condition by the individual's health care provider. The certification shall include:

- a) The date on which the serious health condition commenced;
- b) The probable duration of the condition;
- c) An estimate of the time that the health care provider believes the employee needs to care for the individual requiring the care; and
- d) A statement that the serious health condition warrants the participation of the employee to provide care for the self, child, spouse, or parent.

5.11.9.2 If additional leave is requested beyond the period stated in the certification, the District may require the employee to obtain recertification in accordance with the procedures set forth above.

5.11.9.3 If the employee is requesting the leave for his or her own serious medical condition, the District may require certification of the serious medical condition by his or her health care provider.

5.11.9.4 If the District has reason to doubt the validity of the certification, the District may require the employee to undergo an examination by a health care provider of the District's choice to obtain a second opinion. If the second opinion differs from the opinion in the original certification, the District may require the employee to undergo a third examination conducted by a health care provider jointly selected by the District and the employee. The third opinion shall be binding on the District and the employee. All subsequent opinions obtained after the initial certification shall be at District expense.

5.11.9.5 Prior to returning to work after an employee has been granted family care and medical leave for his or her own

serious medical condition, the District may require the employee to obtain certification from his or her health care provider that the employee is able to resume his or her duties.

5.11.10 Right to Reinstatement

5.11.10.1 In general, an employee returning from a family care and medical leave shall be assigned to the position he or she occupied prior to the leave, or an equivalent position with equivalent terms and conditions of employment, including employment benefits such as pay, working conditions, privileges and status. Additionally, an employee's use of family care and medical leave will not result in the loss of any other employment benefit that the employee earned or was entitled to before using the leave.

5.11.11 Intermittent or Reduced Schedule Leave

5.11.11.1 Leave taken because of the serious health condition of self, spouse, child, or parent may be taken intermittently or on a reduced schedule leave when medically necessary. Intermittent or reduced schedule leave shall not result in a reduction of the total amount of family care and medical leave to which the employee is entitled pursuant to state and federal law. Leave taken because of the birth of a child, or placement of a child with the employee, shall not be taken intermittently or on a reduced schedule leave unless expressly agreed to by the District, the ECELS Coordinator, and the employee.

5.11.11.2 If an employee requests intermittent leave, or a reduced schedule leave, the District may require the employee to transfer temporarily to an available alternative position. The alternative position must be one which the employee is qualified for, which has

equivalent pay and benefits, and better accommodates the recurring periods of leave than the employee's regular position.

5.11.12 Additional Terms of Family Care and Medical Leave

5.11.12.1 Family care and medical leave taken pursuant to these provisions is unpaid leave. However, an eligible employee may elect, or the District may require the employee to substitute accrued paid sick leave, differential pay sick leave (Extended Sick Leave, Section 5.4) or other paid leave used for the employee's own serious health condition or caring for the employee's spouse/registered domestic partner, son, daughter, or parent for their serious health condition for any part of the twelve-week (12-week) period. Nothing in these provisions shall require the District to provide paid sick leave or paid medical leave in any situation in which the District would not otherwise provide any such paid leave.

5.11.12.2 In the event the employee elects or is required to use sick leave, the accumulated sick leave shall be used first. After the accumulated sick leave is exhausted, the employee may elect, or the District may require the employee, to use any available differential pay sick leave during the period of the family care and medical leave.

5.11.12.3 During the period of family care and medical leave, the District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for an employee who ordinarily receives such benefits for a maximum of twelve (12) work weeks. The coverage shall be under the same terms and conditions as if the employee had continued in employment for the duration of the leave. The District may collect the amount of premiums paid by the District from the employee if the employee fails to

return from leave after the contemplated time period for a reason other than the continuation, recurrence or onset of a serious health condition.

5.11.12.4 During the period of the family care and medical leave, the employee is entitled to participate in retirement plans (hereinafter, "retirement plans") and supplemental employment benefit plans to the same extent and under the same conditions as would apply to any other unpaid personal leave granted by the District for any reason other than family care and medical necessity.

5.11.12.5 The District is not required to make payments to any retirement plan or to count the leave period for purposes of "time accrued" under any such retirement plan during the unpaid portion of the leave period. However, during the portion of the leave period wherein the employee has elected or the District has required the employee to utilize paid leave, applicable payments will be made to the retirement plan. In addition, paid time off shall count toward "time accrued" under the retirement plan in the same manner as if the employee had utilized the paid leave other than for family care and medical leave.

5.11.12.6 The employee shall maintain employee status during the period of the family care and medical leave. The leave shall not constitute a break in service for purposes of seniority and/or longevity.

5.11.12.7 The employee returning from family care and medical leave shall return with no less seniority than the employee had when the leave commenced for purposes of layoff.

5.11.13 Effect of Family Care and Medical Leave on Pregnancy Disability Leave

5.11.13.1 Leave taken under a pregnancy disability policy runs

concurrently with family care and medical leave under federal law, but not family care and medical leave under California law. Consequently, an eligible employee may take a pregnancy disability leave of up to four (4) months and a family care and medical leave of up to twelve (12) work weeks, for a combination of four (4) months plus twelve (12) weeks (approximately seven (7) months).

5.11.13.2 Leave necessitated by pregnancy, miscarriage, childbirth and recovery therefrom shall be treated the same as sick leave. Consequently, an employee shall utilize sick leave and any available differential pay sick leave during the period of the pregnancy disability/family care and medical leave. The accumulated sick leave shall be used first. After the accumulated leave is exhausted, the employee shall use any available differential pay sick leave.

5.11.13.3 The employee may also elect, or the District may require the employee, to utilize any other paid leave during the pregnancy disability/family care medical leave. Nothing in these provisions shall require the District to provide paid sick leave or paid medical leave in any situation in which the District would not otherwise provide any such paid leave.

5.11.13.4 The District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for employees who ordinarily receive such benefits and who are eligible for combination pregnancy disability/family care and medical leave for the amount of time the employee utilizes accumulated and differential pay sick leave. In addition, the District shall maintain coverage for a maximum of twelve (12) work weeks of unpaid leave taken pursuant to these provisions. The District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination pregnancy disability/family care and

medical leave.

5.11.13.5 Eligible employees on a combination pregnancy disability/family care and medical leave, whose paid coverage ceases in accordance with these provisions, may continue any group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium.

5.11.13.6 In general, employees returning from a combination pregnancy disability/family care and medical leave shall be reinstated pursuant to the reinstatement rights set forth above. However, if an employee returning from pregnancy disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the District's obligations to that employee may be governed by the Americans with Disabilities Act and similar state laws.

5.11.14 Effect of Family Care and Medical Leave on Industrial Accident or Illness Disability Leave

5.11.14.1 Leave taken under any industrial accident or illness disability policy runs concurrently with family care and medical leave under both federal and state law.

5.11.14.2 The District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for employees who ordinarily receive such benefits and who are eligible for combination industrial injury or illness disability/family care and medical leave for a maximum of twelve (12) work weeks. The District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination industrial injury or illness disability/family care and medical leave.

5.11.14.3 Eligible employees on a combination industrial

injury or illness disability/family care and medical leave, whose paid coverage ceases after twelve (12) work weeks, may continue their group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium.

5.11.14.4 In general, employees returning from a combination industrial injury or illness disability/family care and medical leave shall be reinstated pursuant to the reinstatement rights set forth above. However, if an employee returning from industrial injury or illness disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the District's obligations to that employee may be governed by the Americans with Disabilities Act and similar state laws.

5.12 The District may take any action to ensure compliance with the federal Americans with Disabilities Act and similar state laws such as the California Fair Employment and Housing Act.

5.13 Catastrophic Leave

5.13.1 General Provisions

5.13.1.1 A Catastrophic Leave Bank (CLB) is hereby established for full-time and part-time ECELS teachers as authorized by Section 87045 of the California Education Code.

5.13.1.2 For the purposes of this Article, catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family, which incapacity requires the employee to take time off from work for an extended period of time to care

for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

5.13.1.3 The CLB is intended to provide an extended period of time off work for either an ECELS Teacher who has suffered an incapacitating illness or injury, or an ECELS Teacher to care for an incapacitated member of the ECELS Teacher's family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member. For ECELS Teachers who are eligible for extended sick leave (substitute differential pay), CLB leave is intended to supplement extended sick leave pay to bring the ECELS Teacher up to his/her base salary to the extent possible.

5.13.1.4 A sick leave day donated by a full-time ECELS Teacher is equivalent to eight (8) hours. Sick leave is donated by part-time ECELS Teacher in hours.

5.13.2 Donations

5.13.2.1 Full-time ECELS Teachers may donate sick leave days to the CLB if they have an accumulated sick leave balance of at least forty-five (45) days or more. Full-time ECELS Teachers may donate a maximum of fifteen (15) days per academic year, so long as the donating full-time ECELS Teacher's accrued sick leave balance does not fall below thirty (30) days.

5.13.2.2 Part-time ECELS Teachers may donate sick leave hours to the CLB if they have an accumulated sick leave balance of at least one hundred thirty-five (135) hours. They may donate a maximum of forty-five (45) hours per academic year so long as the donating part-time ECELS Teacher's accrued sick leave balance does not fall below ninety (90) hours.

5.13.2.3 Donations of sick leave shall be voluntary.

5.13.2.4 Donations of sick leave shall be irrevocable. Donated leave becomes the property of the Catastrophic Leave Bank.

5.13.2.5 Whenever the balance in the CLB accounts fall below ninety (90) days, Payroll Services shall notify the Assistant Superintendent/Vice President of Human Resource Services and the Federation, and the Federation shall issue a call for donations.

5.13.2.6 ECELS Teachers may donate sick leave to the CLB at any time.

5.13.2.7 Donations shall be made on the CLB Donations Form, dated and signed by the donor. Donation forms shall be submitted to the Payroll Services office with copies furnished to Human Resource Services and the Federation.

5.13.3 Withdrawal Guidelines

5.13.3.1 CLB withdrawals shall be approved by the Catastrophic Leave Bank Committee. The Catastrophic Leave Bank Committee shall be comprised of two administrators appointed by the Superintendent/President or designee and two (2) ECELS Teacher members appointed by the Federation.

5.13.3.2 The applicant, or a member of his/her immediate family, is experiencing a catastrophic illness or injury ("disability") as defined in Article 9.16.1.2.

5.13.3.3 The applicant will have exhausted all other paid leaves as of the first day that catastrophic leave is to be

withdrawn from the CLB.

5.13.3.4 Catastrophic leave may be withdrawn without regard to any difference in the compensation rates of the donor and the beneficiary. Withdrawals by full-time ECELS Teachers shall be in daily increments; withdrawals by part-time ECELS Teachers shall be in hourly increments.

5.13.3.5 ECELS Teachers currently receiving monthly income from other disability compensation (e.g., Workers Compensation, Long Term Disability, etc.) shall not be eligible to draw from the CLB.

5.13.3.6 If an applicant is eligible for extended sick leave (substitute differential pay), the leave drawn from the CLB will be prorated to bring the ECELS Teacher up to his/her base salary.

5.13.3.7 An ECELS Teacher using catastrophic leave withdrawn from the CLB shall use any leave credits that he/she continues to accrue on a monthly basis. Normally, that accrued leave will be charged on the first duty day of the month following its accrual.

5.13.3.8 A full-time ECELS Teacher shall not draw more than ninety (90) days from the CLB for any one period of catastrophic illness or injury. A part-time ECELS Teacher shall not draw more than their assigned hours during each week of catastrophic illness or injury.

5.13.3.9 Withdrawals from the CLB shall be terminated whenever:

- The ECELS Teacher is able to return to work or the immediate family member no longer needs home care to be provided by the ECELS Teacher
- The current semester ends

- The ECELS Teacher receives a monthly disability income from another source
- The ECELS Teacher's employment with the District is terminated
- The CLB runs out of donated sick days/hours.

5.13.3.10 Under no circumstances shall withdrawals continue from one semester into the subsequent semester, summer session or intersession. If a catastrophic injury or illness continues into a subsequent semester or session, the ECELS Teacher may submit a new application.

5.13.4 Withdrawal Procedure

5.13.4.1 ECELS Teachers may withdraw sick leave from the CLB when all of the following requirements are met:

- A physician certifies that the applicant or immediate family member is disabled by illness or injury
- If the applicant is disabled, the physician certifies that he/she is unable to perform the essential duties of his/her ECELS Teacher assignment
- If an immediate family member is disabled, the physician certifies that home care by the applicant is necessary
- The physician certifies that the disability is expected to continue for more than thirty (30) days
- The ECELS Teacher (or his/her authorized agent) submits an application on the CLB Withdrawal

Form

- The ECELS Teacher's application is approved by the Catastrophic Leave Bank Committee

5.13.4.2 The certifying physician shall include his/her best estimate of the duration of the disability.

5.13.4.3 The certifying physician shall state the ECELS Teacher's degree of disability. If the disability is less than one hundred percent (100%), the physician shall state the hours per day that the ECELS Teacher is able to perform his/her essential duties. The CLB Committee may determine that the ECELS Teacher is eligible to receive no more than a prorated daily portion of sick leave equivalent to the degree of disability.

5.13.5 Privacy Rights

5.13.5.1 The certifying physician shall not be required or requested to disclose his/her diagnosis.

5.13.5.2 The District, the Federation and/or the CLB Committee shall not disclose information about the ECELS Teacher's health or condition, except as authorized by the ECELS Teacher or his/her agent.

5.13.6 Agent for the ECELS Teacher

5.13.6.1 If the treating physician certifies that the ECELS Teacher's disability prevents him/her from acting on his/her own behalf for CLB purposes, the spouse, registered domestic partner or adult child of the ECELS Teacher may act as the ECELS Teacher's agent (see Appendix D for definition of "domestic partner"), and/or any person holding a valid general power of attorney or a valid durable power of attorney for health District

purposes granted by the ECELS Teacher may act on the ECELS Teacher's behalf.

5.14 Vacation Leave

ECELS employees who work a regular full-time assignment of forty (40) hours per week shall accrue paid vacation according to the following schedule:

1 year service	5 days per year
2-4 years service	10 days per year
5-10 years service	15 days per year
10+ years service	20 days per year

5.14.1 Vacation days are earned beginning with the employee's initial date of hire as a contract employee.

5.14.2 Vacation days earned and not used may be accumulated up to a maximum of two times the employee's annual leave accrual that may be carried over from year to year.

5.14.3 Upon termination, retirement, or resignation from the ~~Center~~ ECELS, employees shall be paid for all unused vacation time at their current salary rate.

5.14.4 Employees are not entitled to accrue vacation while on leave without pay, during a break in service, or after the last day service is performed.

5.14.5 Vacation leaves must be arranged and approved by the ECELS Coordinator at least two (2) weeks prior. No two employees per site may take vacation leave at the same time. Employees will arrange vacation leave with the ECELS Coordinator and/or the appropriate Site Supervisor on a "first come, first served" basis.

5.14.6 Approval of vacation schedules may be rescinded at the discretion of the ECELS Coordinator.

5.14.7 All vacation time will be credited to the employee as it is earned.

5.15 Part-time (NOHE) Requests for Leave

Part-time (NOHE) Teachers accrue sick leave as outlined in 5.3.2, but do not accrue vacation time. Part-time (NOHE) Teachers may request up to five (5) days per academic year of **personal** unpaid leave. Leave must be requested from the Coordinator and/or Site Supervisor at least two (2) weeks in advance. Requests may be denied due to staffing shortages or ratio concerns only (see 5.14.5).

5.16 Center Breaks

5.16.1 The ECELS will be closed during the two weeks of winter break (closed dates will vary from year to year), and one week during the District's spring break.

5.17 Breaks

5.17.1 One paid fifteen-minute break is allowed for each four-hour work period. Two daily break periods may not be combined nor missed and then added to the lunch period unless prior approval from the Site supervisor and/or Coordinator has been obtained.

5.17.2 An unpaid lunch break of either 30 or 60 minutes must be taken by an employee who works more than six (6) hours per day. The Site Supervisor and/or Coordinator will schedule lunch breaks.

5.18 State Teachers' Retirement System ("STRS")

5.18.1 All regular full-time ECELS Teachers will participate in STRS. The amount of deductions from the employees' monthly paycheck are regulated by STRS. The ECELS is required to contribute to each employees retirement account. The District also regulates this deduction.

6 EARLY CHILDHOOD EDUCATION LAB SCHOOL TEACHERS CODE OF CONDUCT and TERMINATION POLICIES

ECELS certificated employees may be terminated from the ECELS and the District per Education Code Sections 87732 and 87740.

6.1 ECELS Teachers Code of Conduct

- a. Each employee is required to perform all listed duties and responsibilities contained in applicable Board policies, the applicable job description and applicable law.
- b. Each employee shall follow all lawful directives from the Site Supervisor or ECELS Coordinator, the Dean, the Superintendent/President or designee, and the Board. Each employee is required to follow all such directives unless they necessarily place the employee, another employee or a student in an unsafe or dangerous condition; or they necessarily require the violation of applicable law.

Each employee shall adhere to relevant working conditions, the employee's assignment, including any rules or regulations regarding discipline, established by a collective bargaining agreement, the Board, the Superintendent/President or designee, the ECELS Coordinator or Site Supervisor, or the Dean.

- c. Each employee shall adhere to all applicable federal and state law, including the law covering the operations of the District, the educational program of the District, the rights of students, the rights of employees, and the rights of parents and the public.
- d. The District is an equal employment opportunity employer, which complies with all applicable federal and state non-discrimination laws. The District does not tolerate the violation of such laws by any employee.

The District also does not tolerate illegal sexual harassment or any other illegal harassment by an employee.

- e. The District is committed to all applicable laws concerning equal educational opportunity for all the students in the district. The District does not tolerate the violation of such laws by any employee.
- f. Each employee is prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of alcohol or a controlled substance in any workplace or facility of the District. Each employee must notify the Superintendent/President in writing within five (5) days of any drug statute conviction for a violation occurring in any workplace or facility of this District. A conviction includes any finding of guilt, including a no contest plea, or imposition of a sentence.
- g. No employee shall be under the influence of alcohol or a controlled substance while the employee is acting within the scope of employment. The use of drugs under and consistent with the directions of a physician which does not unreasonably impair the performance of an employee is not prohibited. An employee may use prescribed drugs while acting within the scope of employment as long as such use is under and consistent with the directions of a physician and such use does not unreasonably impair the performance of the employee. Each employee shall report any unsafe condition or illegal activity to the employee's immediate supervisor as soon as possible after discovering the unsafe condition or illegal activity. The District does not tolerate the observance of illegal activity without reporting it as soon as possible to a representative of the District.
- h. No employee shall receive or accept any commission, expense-paid trips, or anything of value from

individuals or companies selling equipment or materials to the District.

- i. The District requires each employee to adhere to the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164-11174.3). Each employee who has knowledge of or observes a child in the employee's professional capacity or within the scope of employment when the employee knows or reasonably suspects that a child has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone. Additionally, the employee is required to notify the Site Supervisor and/or the ECELS Coordinator each time an incident is reported to the child protective agency. Each employee then shall prepare and send a written report to the child protective agency within 36 hours of receiving the information concerning the incident.
- j. No employee shall inflict, or cause to be inflicted, corporal punishment upon a student. The term "corporal punishment" means the same as it is defined by Education Code Section 49001. Each employee is required to adhere to Education Code Section 49000 and 49001, which prohibit corporal punishment.
- k. No employee shall release confidential information involving another employee or a student to a parent or any other member of the public unless expressly authorized by applicable law, the Superintendent/ President or designee, or the Board. Each employee is required to adhere to all applicable laws protecting the privacy rights of employees and students.
- l. No employee shall smoke at any workplace or facility of the District, or when acting within the scope of employment. Board Policy 3570 prohibits such smoking.

- m. Each employee will serve the children, parents, the ECELS, and each other with efficiency, impartiality, courtesy, confidentiality, and respect. Employees should be sensitive to conduct that may be considered offensive to others and avoid such actions. Abusing the dignity of anyone through sexist or racial slurs, derogatory commentary concerning race, economic level or the like will be grounds for immediate action on the part of the ECELS. Unwelcome, unwanted, or offensive physical or verbal advances, intimidation, or remarks will not be tolerated.
- n. Dress Code: The State Department of Education guidelines require the employment of professional employees. The way an employee dresses reflects on the way parents and the community perceives the ECELS. Jogging shorts, short shorts, tube or halter-tops, midriff or low cut tops or dresses are not appropriate at work. The employee must wear clothing that is appropriate to sit on the floor and interact with the children. Violation of standard acceptable attire will be grounds for placement in the employee's Performance Review.
- o. Actions that could lead to Type A Citations from Community Care Licensing resulting from negligence or lack of supervision on the part of the teacher may be cause for discipline and/or termination.

6.2 Resignation/Retirement

ECELS employees who plan to resign or retire should do so with as much written notice to the ECELS Coordinator as possible (a minimum of thirty [30] days is suggested whenever possible). The Coordinator and/or the Dean is authorized by the Governing Board to officially accept the resignation of the ECELS employee. Payment for service will be made up to and including the last day that service is performed.

6.3 Reduction in Force

- 6.3.1 The District may layoff permanent (regular) and/or probationary (contract) ECELS Teachers pursuant to ECELS budget constraints and/or State Contracts. Layoffs are not subject to the grievance procedure (see Article 14) in this Agreement.
- 6.3.2 The District will inform the Federation of any pending layoff of permanent or probationary Contract ECELS Teachers so that the Federation may have a reasonable opportunity to provide any input regarding the District's decision to layoff.
- 6.3.3 The layoff of certificated employees who are ECELS Teachers is governed by Education Code §8366, and the order of their layoff shall be determined by length of service. The employee who has served the shortest amount of time shall be laid off first, except that no permanent employee shall be laid off ahead of a probationary employee.
- 6.3.4 Re-employment rights of laid-off permanent or probationary Contract ECELS Teachers are determined by relevant provisions of the Education Code.
- 6.3.5 A laid-off permanent or probationary Contract ECELS Teacher may utilize any remaining personal necessity leaves days prior to the end of the school year for the purpose of attending interviews by prospective new employers.
- 6.3.6 A laid-off permanent or probationary Contract ECELS Teacher who received paid health benefits prior to the layoff will continue to receive such paid benefits for an additional three (3) months after the effective date of the layoff.

6.4 Tardiness

- It is the ECELS expectation that employees will arrive on time.
- An employee who arrives later than the required time without permission from the Coordinator and/or Site Supervisor will be considered tardy.
- An employee who expects to be late for work should call the ECELS to notify the Coordinator or Site Supervisor.

7 EVALUATIONS

- 7.1 Evaluation decisions shall be made in good faith and shall not be based upon factors that are not directly related to the ECELS Teacher's performance of his/her ECELS Teacher assignment.
 - 7.1.1 All evaluations shall be treated as confidential in accordance with Article 11.
 - 7.1.2 ECELS Teacher and administrative evaluators shall notify the evaluatee that he/she is to be observed. This notice shall be given at least one (1) week prior to the observation, unless another time frame for the observation is mutually agreed upon.
 - 7.1.3 Every evaluatee shall receive a signed copy of his/her evaluation.
 - 7.1.4 A "business day" shall be a day when the District offices are scheduled to be open, but shall exclude Saturdays and Sundays.
 - 7.1.5 All final evaluation reports that rate an ECELS Teacher's overall performance shall use the terms High Professional Performance, Standard Professional Performance, Needs Improvement and Unsatisfactory.
 - 7.1.6 The evaluators shall give comments and/or recommendations the weight they believe appropriate.
 - 7.1.7 ECELS Teacher review shall be the primary feature of the evaluation process.
 - 7.1.8 The Dean or first level administrator or Vice President in charge of the evaluatee's discipline may submit comments and/or recommendations to the evaluator(s). Such comments and/or recommendations shall become an official part of the evaluation record.
 - 7.1.9 Final evaluation reports for all ECELS Teachers (regardless of status) shall be filed in the evaluatee's official personnel file in Human Resources. However, an evaluation document will not be entered or filed in an ECELS Teacher's personnel file until the ECELS Teacher is given notice and an opportunity to review and comment thereon. Such notice will allow ten (10) business days for review and comment. An ECELS Teacher will have the right to enter comments and have them attached to any such evaluation document. Substantial departures from

the evaluation procedures prescribed in this Article shall be subject to the grievance procedure (see Article 14) of this Agreement, and the evaluation shall be invalidated if those procedural departures are found to have prejudiced a fair and objective evaluation of the ECELS Teacher's job performance.

7.1.10 The contents, including comments and recommendations, of any evaluation document shall not be grievable.

7.2 ECELS Teachers

7.2.1 There are three parts to the ECELS Teachers evaluations:

7.2.1.1 In the first four-year probationary period, the ECELS Teachers will be annually evaluated using the probationary evaluation forms found in Appendix K.

7.2.1.2 After the probationary period, professional evaluations will be conducted every three years using the permanent evaluation forms found in Appendix K.

7.2.1.3 In order to comply with State contracts, annual evaluations will be conducted during each year of service using the short form found in Appendix K. The evaluator will be the ECELS Coordinator and/or the ECELS Liaison or designee.

7.3 Probationary ECELS Teacher

7.3.1 Probationary (Contract) ECELS Teacher will be evaluated at least once in each of the four probationary academic years prior to March 1st of the academic year until they are granted permanent status or are released at any time prior to being granted permanent status.

7.3.2 An Evaluation Committee (EC) will be established for each probationary (contract) ECELS Teacher to include the following four (4) academic employees:

- ECELS Coordinator (Committee Chair)
- ECELS Liaison or designee

- An ECELS Teacher
- The Dean who oversees the ECELS

All faculty members on an EC must be tenured or have permanent status. Should the ECELS Coordinator not have permanent status, (1) another permanent ECELS Teacher will serve instead, and (2) the ECELS Liaison will serve as the Committee Chair.

7.3.3 A probationary ECELS Teacher may challenge within ten (10) business days of appointment of the ECELS Teacher assigned to the probationary ECELS Teacher EC. The challenge must be in writing, must provide a clear statement of the reason(s) for the challenge, and must be postmarked or actually received by the Tenure Evaluation Review Board ("TERB") Coordinator within ten (10) business days of the appointment of the challenged ECELS Teacher. The probationary ECELS Teacher may also lodge a challenge within the first ten (10) business days of the fall semester during the second year of probationary service. The challenge may be granted by the TERB. If the challenge is denied, the TERB shall provide the challenger with reason(s) in writing for its decision.

7.3.4 The EC, within its discretion and under the coordination of the EC Chair, may hold meetings with or without the attendance of the evaluatee. However, the EC shall meet with the evaluatee on a regular basis to provide support and assistance, as needed, and to communicate any concerns the EC members may have about the evaluatee's job performance. The EC will review the evaluatee's work, will conduct the evaluation, and will prepare the Evaluation Report. The evaluatee will cooperate fully with the EC and submit materials to it relevant to the evaluatee's assignment as requested by the EC Chair.

7.3.5 The EC's evaluation of the evaluatee and its preparation of the Evaluation Report is a flexible and careful process designed so that the probationary (contract) ECELS Teacher maintains a standard of excellence. The evaluation should be a careful and comprehensive scrutiny of the evaluatee's work performance.

7.3.6 The role of the Evaluation Committee (EC) shall include mentoring, as well as evaluation of an ECELS Teacher/Coordinator's progress toward professional success.

7.3.7 In each academic year, the evaluation shall include observations by members of

the EC and a written summary report reflecting the EC members' observations.

7.3.8 The evaluation process is intended to contribute to the professional growth and success of probationary ECELS Teachers. To that end, the parties establish the following remediation program.

7.3.8.1 A Remediation Plan shall be established when the ECELS Teacher, in the spring semester of his/her first or second year of probationary service, receives all of the following:

- Receives and accepts a contract for continuing employment within the District
- Receives a "Rehire" recommendation by the EC
- Receives an evaluation of "Substandard Performance" in one or more areas

7.3.8.2 No later than March 1st, in the ECELS Teacher's first or second year of probationary service (as required above), the EC shall develop and submit the proposed Remediation Plan to the Division Dean. After meeting with the EC and the probationary ECELS Teacher to discuss the plan, the TERB shall either approve the plan or remand it to the EC for revision. Any revised plan shall receive the approval of the TERB before it is implemented.

7.3.8.3 The Remediation Plan shall include each of the following:

- Activities (e.g., course work, observation of other ECELS Teacher/Coordinator, teaching strategies or techniques, etc.) to be performed by the probationary ECELS Teacher/Coordinator.
- Mentoring activities to be provided for the probationary ECELS Teacher/Coordinator.
- Criteria for measuring progress toward satisfactory performance in the area(s) of concern
- Standards for determining if the progress is sufficient to merit a subsequent evaluation of "Standard Professional Performance" or better in the area(s) of concern.

7.3.9 The EC shall determine the adequacy of the progress demonstrated by the probationary ECELS Teacher/Coordinator under the Remediation Plan.

7.3.10 The Governing Board makes the final decision on the continuing employment and the granting of permanent status for all probationary (contract) ECELS Teachers.

7.4 Permanent ECELS Teachers

7.4.1 Permanent (regular) ECELS Teachers will be evaluated at least once in every three (3) academic years.

7.4.2 A Peer Review Committee (PRC) will be established for each permanent (regular) ECELS Teacher at least once in every three (3) years, to include the following employees:

- ECELS Coordinator or the ECELS Liaison or designee
- ECELS Teacher

7.4.3 The permanent ECELS Teacher may challenge within ten (10) business days of appointment either (or both) of the two (2) members comprising the ECELS Teacher's PRC. The challenge must be in writing, must provide a clear statement of the reason(s) for the challenge, and must be postmarked or actually received by the TERB Coordinator within ten (10) business days of the appointment of the challenged member(s). The challenge may be granted by the TERB. If the TERB denies the challenge, the TERB shall provide the challenger with reason(s) in writing for denying the challenge.

7.4.4 The PRC, within its discretion and under the coordination of the PRC Chair, may hold meetings with or without the attendance or participation of the evaluatee. However, the PRC shall meet with the evaluatee on a regular basis to provide support and assistance and to communicate any concerns the PRC members may have about the evaluatee's job performance. The PRC will review the evaluatee's work, conduct observations of the evaluatee's work, conduct the evaluation, and prepare the evaluation report. The evaluatee will cooperate fully with the PRC and submit materials to it relevant to the evaluatee's assignment as requested by the PRC Chair.

7.4.5 The PRC's evaluation of the evaluatee and its preparation of the evaluation report is a flexible and careful process designed so that the permanent (regular)

ECELS Teacher maintains a standard of excellence. The evaluation should be a careful and comprehensive scrutiny of the evaluatee's work performance. Any evaluation calendar established by the PRC will be advisory only.

7.4.6 The evaluation report and recommendations by the PRC with regard to any program of improvement shall be sent to the TERB Coordinator. The TERB will review them to ensure they are complete and that evaluation procedures have been properly followed. If the latter conditions are met, the TERB shall transmit them with any comments and recommendations by the PRC to the appropriate Vice President for the evaluatee's discipline.

7.4.7 A permanent ECELS Teacher who receives an overall Needs Improvement or Unsatisfactory rating shall be evaluated in each subsequent semester and shall commence a program of improvement (not to exceed two [2] years) under the direction of the PRC and the TERB. When a Standard Professional Performance rating (or higher) is earned, the ECELS Teacher/Coordinator shall return to the three-year (3-year) evaluation cycle. If, after two (2) years in the program of improvement, a rating of Standard Professional Performance (or higher) is not earned, the appropriate Vice President for the evaluatee's discipline may, in consultation with the TERB, recommend a continued program of improvement or refer the matter to the Superintendent/President.

7.4.8 The Governing Board makes the final decision on the continuing employment for all permanent ECELS Teachers subject to the review procedure in state law.

7.5 Part-Time ECELS Employees (NOHE)

7.5.1 Part-time employees represented by the PFF will be evaluated using the ECELS Part-Time Employee Review Report within the first 60 days of employment at the ECELS and at least once a year based on the employee's anniversary date.

7.5.1.1 The ECELS Part-Time Employee Review Report is available in the ECELS Operational Manual.

7.5.2 The Coordinator and/or Site Supervisor will complete the ECELS Part-Time Employee Review Report and in the process will seek feedback from the

part-time employee's classroom Master Teacher or Area Lead prior to completing the Review Report. The findings presented on the ECELS Part-Time Employee Review Report are based on the Master Teacher/Area Lead feedback, classroom and/or feedback received from parents, other employees, or ECELS administrators.

- 7.5.3 The Coordinator or Site Supervisor (or his/her designee) may request a re-evaluation or an out-of-cycle evaluation of a part-time employee at the ECELS at any time. These evaluations may be conducted due to a significant change and/or incident involving the employee's work and will include all elements of the ECELS Part-Time Employee Review Report.

7.6 Promotions

- 7.6.1 When a new position is established or an existing position becomes vacant, current permanent employees will be given first consideration.
- 7.6.2 In order to be eligible for consideration for promotion, an employee must meet all minimum qualifications established for the position and must apply in writing within the time allowed to Human Resource Services.
- 7.6.3 Management retains the right to make all hiring decisions as well as determining if a position vacancy shall be advertised publicly.

8 COMPENSATION

8.1 Salary Schedule Credit

8.1.1 District Funding for Continuing Education

All ECELS Teachers shall have the opportunity to apply for and receive District funding offered for continuing education.

8.2 Full-Time ECELS Teacher Compensation

8.2.1 Payroll Deductions

The District will deduct required payments to the PFF and shall allow payroll deductions for deposits to the credit union or other agencies approved by the Governing Board or contributions to

the Union or United Way/CHAD or other agencies approved by the Governing Board.

8.2.2 Tax-Sheltered Annuity Programs

The District shall maintain the tax-sheltered annuity program in place on January 1, 2001. The District shall provide copies of the program to ECELS Teachers upon request. The minimum contribution shall be two hundred dollars (\$200.00) per year for ECELS Teachers entering tax-sheltered programs. The District shall not withhold federal and state income taxes on that part of the current salary invested in the tax shelter. Each ECELS Teacher shall be allowed to make one (1) or more agreements each year up to the limit allowed by law. Any agreement shall be terminated upon the request of the ECELS Teacher.

8.2.3 Payroll Process

Except if modified by this agreement, all payroll processes in effect on January 1, 2001, shall remain in place. Full-time ECELS Teachers may opt to be paid the same salary over twelve (12) months.

8.2.4 Salary Schedules

ECELS Teachers shall be paid in accordance with the existing ECELS Teacher schedule.

8.2.4.1 ECELS Full-Time Teacher salary schedules will reflect any percentage increases in compensation per Article 15 and Appendix G.

8.2.5 Step Moves

ECELS Teachers shall advance according to the salary schedule found at the end of this appendix.

8.2.6 Matrix Moves

All ECELS Teachers shall receive step and column increases on their respective salary schedules.

8.2.7 Established Salary Schedules

ECELS Teachers: Salary Schedule (for permanent and hourly Teachers):

See current Salary Matrix at the end of this Appendix.

8.3 Extra Duty Time Off

8.3.1 Extra Duty is defined to include any time worked with children in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week.

8.3.2 An ECELS Teacher may request extra duty time off for extra duty work. The ECELS Coordinator or the Dean must approve extra duty time off.

8.3.3 A Teacher may accrue no more than 240 hours of extra duty time.

9 PAYROLL

9.1 Time Cards

9.1.1 Exempt Regular Full-Time and Part-Time ECELS Teachers are paid a monthly salary (or pro-rata portion thereof) and do not fill out a time card.

9.1.2 An ECELS Record of Absence is sent from the Payroll Department with the employee's paycheck. The employee is to fill out this record and turn it in to their immediate supervisor (Site Supervisors or the ECELS Coordinator sign records for Master Teachers, Teachers, Associate Teachers, and Assistants, and the ECELS Coordinator signs the records for the Site Supervisors) for signature by the first day of the month.

9.1.3 The Dean signs the ECELS Coordinator's Record of Absence if there are any absences to report.

9.1.4 Hourly employees will fill out a time card for the exact hours worked each day. Falsification of time cards may result in discipline up to and including termination.

9.2 Pay Days

9.2.1 Exempt Regular Full-Time employees' paychecks are distributed once a month on the last day of the month.

9.2.2 Part-Time ECELS Teachers paychecks are distributed on the 20th of the month. If any of the above days fall on a weekend, the employee is paid the Friday before as per District policy.

10 CONFIDENTIALITY POLICY

10.1 All records concerning employees, children and families or the management of the ECELS are considered confidential.

10.2 Any personal information given to an employee by a parent, child or other employee shall remain confidential.

10.3 Discussion of any confidential information will be made only with the ECELS Coordinator and/or the Dean, or the appropriate employee.

11 PROFESSIONAL DEVELOPMENT

11.1 In any academic year, there shall be five (5) professional development days for full-time ECELS Teachers. Two of the professional development days will be determined by the ECELS Coordinator and/or the ECELS Liaison.

11.2 Each academic year, all ECELS Teachers shall develop and submit an individual Professional Development Plan for review and approval by the ECELS Coordinator and/or the ECELS Liaison.

11.3 Appropriate activities for professional development are indicated in the Child Development Permit Professional Growth Manual created by the Commission on Teacher Credentialing (www.ctc.ca.gov).

21.3.1 ECELS Teachers are expected to include one District committee or

activity per year as part of their PD commitment.

11.4 If an ECELS Teacher does not successfully complete the activities from her/his Professional Development Contract by June 30, the ECELS Coordinator and/or the ECELS Liaison will recommend to the Assistant Superintendent/Vice President for Human Resource Services that the ECELS Teacher's last paycheck for the year be reduced by an amount (in gross salary) proportionate to the activities not completed.

11.4.1 All ECELS Teachers must maintain their permit which requires 105 hours of professional growth in a five-year (5-year) renewal period in accordance with the Commission on Teacher Credentialing.

12 WORKING CONDITIONS

12.1 Reimbursement for Personal Property

The District shall reimburse an ECELS Teacher/Coordinator for any verified loss, damage, or destruction of an ECELS Teacher's personal property suffered through no fault of the District while the ECELS Teacher was acting within the scope and course of employment. Reimbursement shall be subject to the following conditions:

12.1.1 The value of the personal property is more than fifty dollars (\$50) and the ECELS Teacher/Coordinator took reasonable precautionary steps to protect the personal property. The maximum reimbursement for the loss, damage or destruction of any item used without prior approval is seven hundred fifty dollars (\$750).

12.1.2 Reimbursement for any vehicle is strictly limited to actual use during the ECELS Teacher/Coordinator's scope and course of employment and not while the vehicle is simply parked at a facility of the District.

12.1.3 The total reimbursement to all ECELS Teachers in the bargaining unit for all verified loss, damage, or destruction of personal property in any fiscal year (July 1 through June 30) shall be strictly limited to twenty-five thousand dollars (\$25,000).

12.1.4 A written request for reimbursement must be filed by the ECELS Teacher with

the District Business Office no later than thirty (30) calendar days after the loss, damage or destruction of the ECELS Teacher's personal property. The ECELS Teacher shall submit evidence of the loss, damage, or destruction of the personal property, and the burden of proof in all cases shall be with the ECELS Teacher seeking reimbursement.

- 12.1.5 Reimbursement for any verified loss, damage, or destruction of personal property shall be provided by the District only when prior written approval for the use of personal property in the scope and course of their employment has been approved by the Dean or other management employee directly responsible for the ECELS Teacher. All such prior approval shall be in writing. Exceptions to such prior written approval are limited to vehicles, cellular telephones, personal data assistants, purses, briefcases, eyeglasses, watches and articles of clothing worn or carried by ECELS Teachers. Prior written approval is necessary for all computers and related equipment, VCRs, and related equipment. Prior written approval may be canceled at any time in writing by giving the ECELS Teacher written notice seven (7) calendar days prior to the cancellation.
- 12.1.6 If an ECELS Teacher receives any payment from an insurance carrier for any loss, damage, or destruction of personal property, any District reimbursement for that property under this Article shall be reduced by the amount of that payment. If the insurance payment is received after the District has reimbursed the ECELS Teacher, the ECELS Teacher shall refund to the District a sum equal to the insurance payment. Such a refund shall not exceed the actual reimbursement made by the District. The District shall have all rights of subrogation, and the ECELS Teacher shall fully cooperate with the District in pursuing such rights.
- 12.1.7 These provisions shall not restrict an ECELS Teacher from bringing personal property onto the property of the District at the ECELS Teacher's own risk, and shall not restrict an ECELS Teacher from using personal property at his/her own risk during the course and scope of employment.
- 12.1.8 The District shall reimburse for the actual value of the item up to the maximum allowable amount. However, the District may instead choose to reimburse on the basis of reasonable repair cost if it is economical and feasible to do so, and if the repair cost does not exceed the maximum allowable reimbursement.

13 MILEAGE AND PARKING REIMBURSEMENT

The District shall reimburse an ECELS Teacher for mileage and parking fees only when the ECELS Teacher must use his/her personal vehicle while acting within the scope and course of employment and prior approval was granted by the first-level administrator. Reimbursement shall be subject to the following conditions:

- 13.1 Mileage reimbursement shall be at the prevailing rate allowed by the Internal Revenue Service as reimbursable expense.
- 13.2 Reimbursement shall be granted only after presentation of a written claim and verification on forms prepared by the District.
- 13.3 In no case shall reimbursement be granted for mileage between the ECELS Teacher's residence and the District work locations of the ECELS Teacher. Mileage reimbursement shall be made for trips within a single day between two (2) or more work sites of Palomar College when such travel is due to a split ECELS Teacher assignment. First-level administrator must approve all mileage reimbursement requests.
- 13.4 When more than one (1) ECELS Teacher must travel while acting within the scope and course of employment in performance of assigned duties, the minimum number of vehicles consistent with safety and economy must be used, and only the ECELS Teacher (s) who must use a personal vehicle shall receive reimbursement.

14 REMOVAL OF DISTRICT EQUIPMENT

An ECELS Teacher may remove District-owned equipment from the premises of the District or the location where the equipment normally is used by the District only when such equipment is necessary in the performance of assigned duties and when there is the prior written approval from the Dean or first-level educational administrator to whom the ECELS Teacher reports. The prior written approval may be canceled at any time in writing, and if this cancellation occurs, the ECELS Teacher will immediately return the District-owned equipment to the location at the District where the equipment is normally used.

14.1 ECELS Teacher Parking

The District shall provide parking at the campus in San Marcos and at other Palomar College sites for all ECELS Teachers at no charge on a first-come/first-served basis and without any designated parking spots or areas. The Federation agrees that the District is not liable for vehicles owned or operated by ECELS Teachers parked at District facilities, and the District is not liable for any personal property of ECELS Teachers in vehicles owned or operated by them.

14.2 Prohibited Use of District Property

Except as provided in Article 25 of this Agreement, ECELS Teachers shall not use District facilities, grounds, equipment, supplies, utilities, or vehicles for any personal profit-making or personal entrepreneurial purpose without the prior express written permission of the Assistant Superintendent/Vice President for Human Resource Services.

14.3 Office Space

The District shall provide full-time ECELS Teachers with a lockable office, or a shared workroom, or classroom space equipped with a telephone, access to a shared computer, lockable files, desk and/or work table, chairs, bookshelves, and email/internet access. The office/classroom space shall meet the Chancellor's Office standards. Bookshelves shall meet federal and state standards for earthquake safety.

14.4 Monitoring of Work Spaces and Communications

14.4.1 The District shall not monitor electronic transmissions for their content (e.g. view, confiscate, or copy any electronic file) unless required to do so under court order, legally enforceable subpoena, or other requirement of state or federal law. The District may monitor use patterns and costs in a bona fide criminal investigation.

14.4.2 All work spaces shall be free from eavesdropping devices, whether mechanical or electronic, unless all ECELS Teacher(s) affected give explicit consent to such eavesdropping. For the purposes of this Article, eavesdropping shall

include recording, photographing, observing and/or listening.

14.4.3 Neither this Section nor the associated procedures for its implementation shall be construed in any way to restrict Constitutional guarantees of free expression and the exchange of ideas.

14.5 Support Services

Support services shall be provided for all ECELS Teachers and shall be available Monday through Friday during normal ECELS business hours.

15 PROFESSIONAL RESPONSIBILITIES

15.1 Since the District is an equal employment opportunity institution and an equal educational opportunity institution, ECELS Teachers shall comply with all equal employment opportunity and equal educational opportunity laws and regulations, and shall not engage in any conduct in violation of those laws and regulations, including sexual harassment of employees, employee applicants or visitors, or students.

15.2 ECELS Teachers shall use District equipment, supplies, utilities, facilities, or vehicles only for purposes related to the performance of their duties, except for the brief and incidental use of such items during non-duty time that involves no cost to the District, or except as authorized by another specific provision of this Agreement.

15.3 ECELS Teachers are expected to continue to develop their scholarly competence. ECELS Teachers shall aspire to excellence.

15.4 ECELS Teachers shall adhere to the highest academic standards.

15.5 The District requires each employee to adhere to all applicable laws and regulations associated with the teaching of minor children.

