

ARTICLE 22: LAYOFFS

- 22.1 In the event the District determines that unit members shall be subject to layoff, the District shall endeavor to give notice reasonably calculated to inform the Association of this determination as soon as practicable. The District agrees to meet with the Association upon request to discuss the proposed layoff.
- 22.2 Once the determination to lay off unit members has been made by the District and the preliminary notice has been sent to the unit members pursuant to applicable Sections of the Education Code, the Association may request information legally required and incident to those unit members receiving the preliminary notice.
- 22.3 In the event that the District determines that it may need to reduce either the size of the certificated employee bargaining unit, or the number of certificated employees in any District program, during the term of this Agreement, the District agrees that it will make every reasonable effort to accomplish such reduction(s) through normal attrition.
- 22.4 Notices to lay off unit members shall be given pursuant to applicable Education Code Sections.
- 22.5 Benefits for unit member(s) who are laid off:
- 22.5.1 Once a unit member's employment is terminated, the employee shall be eligible for health benefits as set forth in the Agreement through September 30 of the calendar year in which the unit member is laid off, paid by the District at the same District contribution rate in effect immediately prior to the date the unit member was laid off.
- 22.5.2 The laid-off employee(s), for a period not to exceed six (6) additional months, shall have the option to remain an active participant in the District health benefits program as set forth in the Health and Welfare Benefits provision of the agreement unless:
- (a) the employee fails to pay the full cost of any and all premiums through payment at least one month in advance of the month of coverage, or
 - (b) there is a break in the laid-off employee's participation in the health benefits program any time immediately prior to the layoff and for a period of three (3) months following the date of the layoff or severance from employment, or
 - (c) the laid-off employee fails to remain eligible for the health benefits, or
 - (d) the laid-off employee becomes eligible for medical benefits through another employer.
- 22.5.3 Subsequently, the laid-off employee will be entitled to any federal or state provisions for health benefit coverage in effect at the time of the qualifying event.
- 22.6 Permanent certificated employees who are laid off shall be granted all rights under Section 44956 of the Education Code.
- 22.6.1 For the period of thirty-nine (39) months from the date of layoff, any

- permanent employee shall have a preferred right to reemployment in the order of original employment as earlier determined in accordance with law.
- 22.6.2 Employees who wish to take advantage of the preferred right to reemployment shall keep the Personnel Department apprised in writing of their current mailing address(es), and of any changes in their credentials.
- 22.6.3 When actual vacancies occur, the District shall notify by the order of original employment, as earlier determined, the laid-off employee(s) who holds the proper credential required by the vacancy. This notice shall be sent by certified mail to the employee's current mailing address on file with the Personnel Department. The notified employee shall notify the District in writing of acceptance within ten (10) days of mailing by the District. Failure to do so shall mean that the employee has waived reappointment right to any vacancy stated in the notice from the District.
- 22.6.4 The right to reappointment may be waived by an employee for not more than one (1) school year, but such waiver shall not deprive the employee of the right to subsequent offers of reappointment.
- 22.6.5 As to any such employee who is reappointed, the period of the absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of service; the employee shall retain the classification and order of employment the employee had when services were terminated; and credit for prior service under any state or District retirement system shall not be affected by such termination, but the period of the absence shall not count as a part of the service required for retirement.
- 22.6.6 During the period of the preferred right to reappointment, any such employee shall, in the order of original employment, be offered prior opportunity for substitute service during the absence of any other employee who has been granted a leave of absence or who is temporarily absent from duty; provided, that the employee's services may be terminated upon the return to duty of said other employee, that the compensation received shall not be less than the amount which would be received if the employee were being reappointed, and that said substitute service shall not affect the retention of their previous classification and rights.
- 22.6.7 Provision 22.6 shall not be interpreted to give laid-off employee additional rights beyond those required by law, or deny any rights guaranteed by law.
- 22.6.8 When seeking substitutes each day, the District agrees to call first any laid-off employees in order of original employment before calling any other substitutes. This does not include laid-off employees who indicate to the District that they do not wish to be called to work as a substitute. The District shall not be obligated to call any such substitute more than one (1) time per day, nor shall the District be obligated to explain its calling and assignment procedure to individual substitutes.
- 22.6.9 The District agrees to maintain substitute calling worksheets, showing calls made each day. These worksheets shall be available for inspection by the Association for the purposes of monitoring this provision only. Such inspection shall be made in the presence of the Superintendent or designee, and shall be scheduled by making an appointment with the Superintendent or designee.

- 22.7 Probationary certificated employees who are laid off shall be granted all rights under Section 44957 of the Education Code.
- 22.7.1 For the period of twenty-four (24) months from the date of layoff, any probationary employee shall have a preferred right to reemployment in the order of original employment as earlier determined in accordance with law.
- 22.7.2 Employees who wish to take advantage of the preferred right to reemployment shall keep the Personnel Department apprised in writing of their current mailing address(es), and of any changes in their credentials.
- 22.7.3 When actual vacancies occur, the District shall notify by the order of original employment as earlier determined the laid-off employee(s) who holds the proper credential required by the vacancy. This notice shall be sent by certified mail to the employee's current mailing address on file with the Personnel Department. The notified employee shall notify the District in writing of acceptance within ten (10) days of mailing by the District. Failure to do so shall mean that the employee has waived reappointment right to any vacancy stated in the notice from the District.
- 22.7.4 As to any such employee who is reappointed, the period of the absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of service; the employee shall retain the classification and order of employment the employee had when services were terminated; and credit for prior service under any state or district retirement system shall not be affected by such termination; provided, however, that the period of the absence shall not be counted as part of the service required for attaining permanent status in the District or for retirement purposes.
- 22.7.5 During the periods of the preferred right to reappointment, any such employee shall, in the order of original employment, and subject to the rights of permanent employees as set forth in provision 22.6 above, be offered prior opportunity for substitute service during the absence of any other employee who has been granted a leave of absence or who is temporarily absent from duty; provided, that employee's services may be terminated upon the return to duty of such other employee, that such substitute service shall not affect the retention of previous classification and rights, and that such an employee shall be given a priority over other employees.
- 22.7.6 Provision 22.7 shall not be interpreted to give laid-off employees additional rights beyond those required by law, or deny any rights guaranteed by law.
- 22.7.7 Provision 22.6.8 also will apply under Provision 22.7.
- 22.8 The following criteria are used to determine the order of employment (layoff and reemployment) of those certificated employees who first rendered paid regular day school service to the Burbank Unified School District on the same date. The criteria are applied in order of priority, and ranking will be an accumulation of points from variables within criterion. The total applicable points in 22.8.1 will be applied to those having the same first date of paid service in a probationary status. Therefore, when ties are broken by 22.8.1 no further criterion will be applied. However, if after applying the first criterion (22.8.1) there are still ties, then the second criterion (22.8.2) is to be applied, and if ties still result, the third criterion (22.8.3) is to be applied, etc., until all persons have a unique ranking.
- 22.8.1 Prior temporary and/or probationary and/or permanent day school

certificated employment within the Burbank Unified School District

<u>Prior Employment</u>	<u>Point Value</u>
A point value of one-half (1/2) will be granted for each semester of temporary and/or probationary and/or permanent day school certificated employment within the Burbank Unified School District rendered prior to verified seniority date. A semester of service is defined as contract service for seventy-five percent (75%) or more of the number of working days of the full assignment, including sick leave, but excluding leaves without salary. Seventy-five percent (75%) of a full year's teaching assignment is one hundred thirty eight (138) days, based on a work year of one hundred eighty seven (187) days.	1/2

22.8.2	<u>Credential/Certificate Credential(s) Held</u>	<u>Point Value</u>
	Bilingual Crosscultural Language and Academic Development (BCLAD)	1
	Crosscultural Language and Academic Development (CLAD) or its equivalent (i.e. CTEL, LDS, SB1969, SB395)	1
	Specialist - Reading	1
	Specialist - Special Education, or any credential authorizing special education services or designated instructional services (speech only) in grades K-12	1
	National Board Certification	1
22.8.3	<u>Other Employment Experience</u>	
	Teacher on Special Assignment	1
	Curriculum Specialist	1
	Mentor/BTSA/PAR Support Provider	1
22.8.4	<u>Degrees Earned (Accredited Institutions)</u>	

<u>Degree</u>	
Doctorate Degree	2
Master's Degree	1

22.8.5 Recognized units subsequent to
Baccalaureate Degree

<u>Unit</u>	
Each Semester Unit	1
(Must be a unit acceptable on the Burbank Unified School District's salary schedule in accordance with District adopted "Rules and Regulations for Implementation of Salary Schedule for Certificated Bargaining Unit Members.")	

22.9 Bargaining unit members who suffer a lay-off shall have the following rules and regulations apply as they relate to requests for personal necessity leave:

22.9.1 The provisions of this specific Section shall apply only to unit members who receive a final (May 15) layoff notice pursuant to Education Code Sections 44949 and 44955.

22.9.2 The provisions of this specific Amendment shall not apply to laid-off unit members when they enroll in an approved Bilingual Waiver Program, or to unit members when they are re-employed in regular status or as temporary teachers.

22.9.3 Unit members may utilize up to six (6) days of personal necessity leave authorized under Article 13.1.9 of the Agreement for the purposes of seeking full-time employment for the ensuing school year outside the District.

22.9.4 Unit members may utilize the personal necessity leave under Article 13.1.9 pursuant to the following conditions:

- (a) Such leave shall be taken only upon application to the appropriate site administrator or other immediate supervisor at least two (2) days before taking such leave.
- (b) Payment for such absences and verification procedures shall be pursuant to Article 13.1.9.6 of the Agreement.