

AGREEMENT

BETWEEN

THE LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

AND

THE LIVERMORE EDUCATION ASSOCIATION

JULY 1, 2017 – JUNE 30, 2020

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

LIVERMORE, CALIFORNIA

BOARD OF EDUCATION

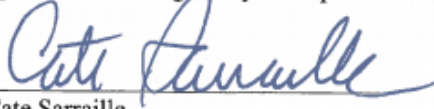
Craig Bueno President
Chuck Rogge..... Clerk
Emily PrussoMember
Anne WhiteMember
Chris Wenzel.....Member
Kelly BowersSuperintendent

LIVERMORE EDUCATION ASSOCIATION OFFICERS

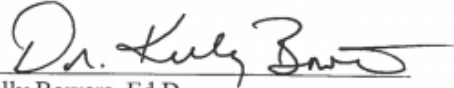
Cate Sarraille President
Aimee Thompson..... Vice President
Jeni Martin Secretary
Eileen Greenlee..... Treasurer
Kristina Wooten..... Elementary Representative
VacantMiddle School Representative
Kathy Telford High School Representative
Betsy Wilson Special Education Representative
Noah King Non-Classroom Certificated

LEA/LVJUSD 2017-2020 CONTRACT

IN WITNESS WHEREOF the action taken by the Livermore Education Association to ratify the update to this agreement in December 2017, the Association has caused this agreement to be signed by its current President, and in witness of action taken by the Livermore Valley Joint Unified District Board of Education to ratify this agreement at its meeting of December 12, 2017, the District has caused this agreement to be signed by its Superintendent.



Cate Sarraille
President
Livermore Education Association



Kelly Bowers, Ed.D.
Superintendent of Schools
Livermore Valley Joint Unified School District

Dated: December 12, 2017

Dated: December 12, 2017

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ARTICLE 1: AGREEMENT

- 1.1 This is a binding and bilateral Agreement made and entered into this 12th day of December 2017, between the Livermore Valley Joint Unified School District (hereinafter referred to as the "District") and the Livermore Education Association, local affiliate of the California Teachers Association, and the National Education Association (hereinafter referred to as the "Association").
- 1.2 This Agreement shall be in effect upon ratification through June 30, 2020.
- 1.3 For the term of this Agreement, LEA shall have a “me too” clause regarding across-the-board increases in wages, i.e., if any other recognized exclusive bargaining unit obtains an across the board increase in wages above the amounts granted herein, LEA shall receive the difference between the amount granted to any other unit and the amount specified in this agreement. Should the cost value of the benefit package agreed to with any other unit in negotiations toward a successor agreement, include an increase greater than that agreed to with LEA, the parties shall return to the table to determine how the additional value shall be allocated.

ARTICLE 2: RECOGNITION

- 2.1 The District recognizes the Livermore Education Association, local affiliate of the California Teachers Association and the National Education Association, as the exclusive representative and bargaining agent for non-supervisory, certificated employees.
- 2.2 All management positions, including superintendent, assistant superintendents, directors, assistant directors, principals and vice principals, are excluded from the bargaining unit.

ARTICLE 3: DEFINITIONS

- 3.1 “Bargaining Unit Member” refers to any full-time, part-time, or job-sharing bargaining unit member who is included in the appropriate unit as defined in Article 2, and therefore covered by the terms and provisions of this Agreement.
- 3.2 “Classroom Teacher” refers to a bargaining unit member who teaches a class of students on a regular basis.
- 3.3 "Day" means a day when schools in the District are in session, excluding Saturdays, Sundays and Summer Sessions unless otherwise defined for a specific article.
- 3.4 “Domestic Partners” are “District domestic partners” and/or “Registered domestic partners.”
 - 3.4.1 “Registered domestic partner” is a bargaining unit member, who with another individual is registered with the Office of Secretary of State pursuant to California Family Code section 297.
 - 3.4.2 “District domestic partner” is a bargaining unit member, who with another individual regardless of gender is not registered with the Office of Secretary of State, but who have completed, signed and notarized the Livermore Valley Joint Unified School District Affidavit of Domestic Partnership (Appendix G).
- 3.5 “General Education Classroom Teacher” refers to an elementary, intermediate and/or high school classroom teacher, excluding special education teachers and support personnel.
- 3.6 “Itinerant” means a bargaining unit member who travels as part of their assignment.
- 3.7 "Preparation periods" except in emergencies are periods to be used by bargaining unit members for the purpose of counseling with students, conferencing with parents, correcting student work, instructional planning, or other activities related to preparation for teaching duties.
- 3.8 “Specialist” refers to a bargaining unit member employed at the elementary level to provide instruction to students while their classroom teacher is receiving preparation time.
- 3.9 "Year" means July 1 through June 30.

ARTICLE 4: DISTRICT RIGHTS

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, administer and control to the full extent of the Law.
- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and expressed terms are in conformance with law.

ARTICLE 5: ASSOCIATION RIGHTS

- 5.1 The Association has permission to use the school buildings before or after regularly scheduled school hours subject to conditions under the "Civic Center Act."
- 5.2 The Association is entitled to use bulletin boards, at least one of which shall be provided at each school site in an area frequented by bargaining unit members.
- 5.3 The Association shall have the right to use mail boxes and other means of communication as long as such use is in compliance with law and there is no cost to the School or District.
- 5.4 Authorized representatives of the Association shall have the right of access at reasonable times to areas in which bargaining unit member's work, for the purpose of transacting official business, provided that this shall not interfere with or interrupt normal school operations.
- 5.5 The Association shall be provided electronic copies of the expanded agenda of Board meetings, including any non-confidential study material sent to the Board after the agenda is distributed, and excluding confidential and executive session material. The District shall provide the Association with information through the Board agenda monthly detailing the hiring of new employees and the rehiring of laid off employees with their full name, gender, subject assignments, employment status, location(s) and FTE.
- 5.6 The Association shall have reasonable access to all non-confidential financial reports and documents. When requested, the Association shall be provided with the unaudited actuals, annual budget, and interim reports in the electronic format in which they are provided to the state and county
- 5.7 The Association may request on a yearly basis released time for the President and one other officer. If the Association requests full released time for such officer(s), they shall receive all regular full time salary, STRS, Worker's Compensation, Unemployment Insurance, and other negotiated benefits commensurate with his/her/their placement on the salary schedule, including regular advancement according to accumulated units and longevity. Subject to section 5.7.1 below, the Association shall reimburse the District for that portion of the salary, STRS, Worker's Compensation, Unemployment Insurance and negotiated benefits equal to District replacement cost of that portion of the leave(s) granted. This request may be renewed each year. This request shall be made prior to June 1, and the leave shall take effect at the beginning of the school year.
 - 5.7.1 If a court of final jurisdiction holds that Education Code section 44987 requires reimbursement on a basis other than as provided in section 5.7, the Association and the District shall negotiate language to be implemented for the school year following the decision of the court of final jurisdiction.
- 5.8 The specific position(s) vacated by Article 5.7 shall be filled on a temporary basis. At the completion of the term(s), the officer(s) may exercise the option of returning to the previously held position(s).
- 5.9 The District shall provide the Livermore Education Association with an accurate roster of the certificated staff indicating the correct time percentage assignment for each bargaining unit member by October 1.

ARTICLE 6: ORGANIZATIONAL SECURITY

- 6.1 Any bargaining unit member who is a member of the Livermore Education Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct such dues from the regular salary check of the bargaining unit member each month for ten (10) months. Deductions for bargaining unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 6.2 Any bargaining unit member who is not a member of the Livermore Education Association, CTA/NEA, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided in Section 6.1 of this Article. In the event that a bargaining unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 6.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in Section 6.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 6.3 Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting Livermore Education Association, CTA/NEA as a condition of employment shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 5021(c)(3) of Title 26 of the Internal Revenue Code:
- 6.3.1 Foundation to Assist California Teachers (FACT)
 - 6.3.2 Livermore Valley Education Foundation
- 6.4 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting bargaining unit member organizations, pursuant to Section 6.3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 6.1 and 6.2 above. Proof of payment shall be in the form of receipt and/or canceled check indicating the amount paid, date of payment, and to whom payment in lieu of service fee has been made. Such proof shall be presented by October 15 of each school year.
- 6.5 Any bargaining unit member making payments as set forth in Sections 6.3 and 6.4 above, and requesting that the grievance or arbitration provisions of the Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 6.6 With respect to all sums deducted by the District pursuant to Sections 6.1 and 6.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such moneys to the Association accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

6.7 The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 6.2 of this Article.

6.8 **HOLD HARMLESS**

6.8.1 The Association agrees to pay to the District all reasonable legal fees and costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation, and agrees to pay any judgment or settlement liability arising out of such challenges.

6.8.2 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed. However, this right shall not impair the District's right to choose its representative in the event of a challenge.

ARTICLE 7: PAYROLL DEDUCTIONS

- 7.1 The District shall deduct the Association membership dues as voluntarily authorized in writing by the Association members on a form approved by the District and remit to the Association as mutually agreed upon subject to the following conditions.
- 7.1.1 Such deduction shall be made only upon submission of the District-approved payroll deduction authorization form to the designated representative of the District after being duly completed and executed by the bargaining unit member and forwarded by the Association.
 - 7.1.2 The District shall not be obligated to put into effect any deduction cancellation received after the payroll closing date for each pay period as required by the payroll processing system being used.
 - 7.1.3 Pursuant to such authorization, the District shall, beginning with the September salary warrant of the school year, deduct one-tenth (1/10) of such dues from each salary warrant each month for the next ten (10) months.
 - 7.1.4 Deductions for members of the unit who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
 - 7.1.5 Bargaining unit members wishing to join the Association shall have payroll deduction cards submitted to the payroll office no later than the 25th of the month preceding the month they wish the deduction to become effective. The District shall not assume any responsibility for deducting, collecting or paying dues to the Association for bargaining unit members whose authorization forms are not received during the periods specified.
 - 7.1.6 The Association shall notify all its members annually as to the dues structure for membership in the Association.
- 7.2 Other Deductions
- 7.2.1 The District shall make other deductions as voluntarily authorized in writing by the bargaining unit member for:
 - 7.2.1.1 Tax Sheltered Annuities
 - 7.2.1.2 Health, Dental and Vision Plans
 - 7.2.1.3 Dues for exclusive representatives and other professional associations
 - 7.2.1.4 Credit Unions
 - 7.2.1.5 Insurance companies
 - 7.2.1.6 Charitable deductions
 - 7.2.1.7 IRS Section 125
 - 7.2.2 With the exception of tax sheltered annuities and Health Benefit Plans provided by the District, the District shall not make deductions when fewer than twenty (20) bargaining unit members have authorized the deductions.

- 7.2.3 When a deduction group falls below the minimum level of twenty (20), bargaining unit members shall be notified to make other arrangements for payment and District deductions shall cease as soon as possible.
- 7.2.4 Deductions shall not continue beyond 90 days after the date that the individuals in the particular group have been notified. These conditions shall apply to all of the above listed groups.
- 7.2.5 Addition of new groups, which meet the minimum number of twenty (20) individuals, will be added to the certificated payroll deduction listing and system within 90 days from the date that all twenty (20) authorizations are received in the Payroll Department.
- 7.2.6 The date of additional deductions to the payroll system shall be at the discretion of the Payroll Department and based upon payroll system demands and cutoffs for processing.
- 7.2.7 Should the limitations of the payroll system prevent the addition of groups, or require the elimination of groups, for whatever reason, the District shall not be required to comply with the provisions of this section.

7.3 Wage Recovery Procedure

- 7.3.1 The parties recognize that on occasion bargaining unit members may be overpaid wages or other compensation, as a result of error or other circumstances. The parties agree that a procedure is necessary to enable the District to recover overpaid amounts while also protecting bargaining unit members from undue financial hardship. Both parties have the obligation to inform the other of overpayment upon discovery.
- 7.3.2 When the District discovers an overpayment, it shall notify the bargaining unit member and the Association in writing of the amount, the reason it occurred, the payroll records of the bargaining unit member, and any other data relevant to the overpayment.
- 7.3.3 The District, the bargaining unit member and the Association shall meet to review the data to determine that the bargaining unit member was overpaid and how long the situation existed.
- 7.3.4 The District, the bargaining unit member, and the Association shall work to reach a voluntary agreement for a repayment schedule. Upon such agreement, the bargaining unit member shall sign a statement authorizing the appropriate wage deduction and return it to the District.
- 7.3.5 In the absence of a voluntary agreement as described above, the District may recoup overpayments of wages through unilateral wage deductions of the bargaining unit member's salary only through appropriate legal process.

ARTICLE 8: WORK YEAR

8.1 The bargaining unit member work year shall be 180 student instructional days, three (3) bargaining unit member workdays, and three (3) professional development days, as restricted below, with the following exceptions: psychologists, nurse, and counselors. The extra days for this exception shall immediately precede and immediately follow the regular certificated non-management calendar dates. However, in those cases when a non-classroom teacher's duties do not conform to the regular hours of instruction, the non-classroom teacher's work day or work year may be administratively modified through mutual agreement. Such modification will not lengthen or shorten the bargaining unit member's defined work day or defined work year. The adjustments and corresponding work day/work year schedule shall be developed before the non-classroom teacher's first day of work for that school year.

8.1.1 Psychologists shall work 196 days, including three (3) professional development days, as restricted below.

8.1.2 Nurses shall work 196 days, including three (3) professional development days, as restricted below.

8.1.3 Counselors shall work 196 days, including three (3) professional development days, as restricted below.

8.2 The following restrictions shall apply to the bargaining unit member work days:

8.2.1 The first work day shall precede the first student day. Counselors will begin their work year no less than five days before the first student day. Site principals will inform counselors of their first day of work prior to the end of the preceding school year, or upon their date of hire.

8.2.2 The flex work day shall be used between the first and last days of the work year.

8.2.3 The third work day shall be scheduled immediately following the last student day.

8.3 The calendar(s) shall be set forth in Appendix A, and are attached to and incorporated into this agreement.

Attached shall be the pattern used to create the work year calendar as well as the work year calendars for the Livermore Valley Joint Unified School District for the 2014-2015, 2015-2016, and 2016-2017 school years, except as modified by MOU for the 2016-17 and 2017-18 school years.

If the District modifies the structure of the school year, the calendar pattern will be re-negotiated prior to implementation.

8.4 Professional Development Days

8.4.1 Definitions

8.4.1.1 Scheduled Professional Development Days: Those days identified on the school calendar as Professional Development Days.

- 8.4.1.2 Flexible Professional Development Day(s) (Flex Days): Professional Development time that is not defined by the District Calendar. Their use will be determined by the negotiation teams based upon recommendations of the Professional Development Joint Task Force. A “day” shall be deemed to be 6.5 hours of work. Any pre-approved activity may be used for the Flexible Professional Development Day so long as it occurs outside the regular work day.
- 8.4.2 Bargaining unit members shall be expected to attend all scheduled professional development days for 6.5 hours each day. Bargaining unit members may use only sick leave, personal necessity leave for death or serious illness of the bargaining unit member or his/her immediate family or an accident involving his or her person or property or the person or property of a member of his or her immediate family, jury duty, bereavement leave, leaves due to a court subpoena and military leave. Use of any other leave shall result in the bargaining unit member’s pay being docked 6.5 hours for the missed professional development day.
- 8.4.3 A bargaining unit member who misses a professional development day due to illness or other allowable leave listed in Section 8.4.2 and who participates in the “make-up” professional development day shall have his/her sick leave or personal necessity leave day reinstated for the same school year.
- 8.4.4 A bargaining unit member who missed a scheduled professional development day for any reason other than an approved leave from Section 8.4.2 shall be required to plan and complete professional development makeup activity(ies). Makeup activity(ies) must be approved by the site administrator and completed by the end of June. A bargaining unit member who misses a professional development day due to illness or other allowable leave listed in Section 8.4.2 and who participates in the “make-up” professional development day shall have his/her sick leave or personal necessity leave day reinstated for the same school year.
- 8.4.5 A bargaining unit member who misses a professional development day for any reason other than an approved leave from Section 8.4.2 and who does not participate in the “make-up” professional development day in the same school year shall have his/her pay docked for the missed professional development day and shall lose STRS service credit due to the docked day.
- 8.4.6 If additional professional development days become available pursuant to state law, either party may request negotiations regarding those additional days.
- 8.4.7 Part-time bargaining unit members shall only be required to attend or make-up days in proportion to their current FTE. Times of attendance shall be mutually agreed to by the bargaining unit member and the principal, prior to the beginning of the school year, or within two weeks of the hire date if the bargaining unit member is hired after the beginning of the school year. Should a part-time bargaining unit member attend beyond his/her proportion, such time may be as a volunteer, and the bargaining unit member may not be paid for it. Through mutual agreement between the bargaining unit member and administrator, the bargaining unit member may attend the portion beyond his/her FTE proportion and be paid their per diem rate of pay for attending.

ARTICLE 9: WORK DAY

- 9.1 Bargaining unit members as professional people, have a wide variety of responsibilities that cannot be limited to the formal hours of instruction in the classroom. All bargaining unit members are expected to fulfill their professional obligations.
- 9.2 It is reasonable to expect school personnel to be available to students, parents, and other community members just prior to and immediately following the hours of instruction and in general to carry out the duties and responsibilities as outlined in their job description.
- 9.3 The work day for all full time bargaining members shall be 6.5 hours excluding duty free lunch. The site principal or designee shall inform bargaining unit members of their working hours on campus no later than the first faculty meeting of the school year.
 - 9.3.1 Bargaining unit members are not to be assigned supervision of students during their preparation periods, except as described in 9.9.3.
- 9.4 Request for temporary adjustments in the above work day shall be approved by the immediate supervisor, who shall not be arbitrary or capricious in his/her denials.
- 9.5 The District may require bargaining unit members to perform the following non-teaching duties necessary to the operation of the site:
 - 9.5.1 Faculty meetings (no more than eight meetings a year, lasting one hour each, and to end no later than 4:15 p.m.)
 - 9.5.2 Parent Conferences (two cycles per year in elementary schools during the work day)
 - 9.5.3 Back-to-School Night and one other night activity (not longer than two hours and not later than 8:30 p.m.)
 - 9.5.4 Yard and recess duty (evenly spread between unit members at an elementary school site)
 - 9.5.4.1 Teachers shall not be assigned yard duty outside their work day or during their prep period.
 - 9.5.5 Professional Development (no more than one per week held during the workday)
 - 9.5.6 Legally mandated meetings, including but not limited to IEPs, SSTs, 504 plans, School Site Council, and WASC. Whenever possible, these meetings shall be held during the workday. If the member is not able to attend a legally mandated meeting, they shall provide a written report providing the information.
- 9.6 By September 30th of each school year, a meeting shall be scheduled for all bargaining unit members and the administration to determine which extracurricular activities involving bargaining unit members shall occur at the site.
 - 9.6.1 What activities shall occur at the site. The bargaining unit members shall determine the value of the activities to the school community.
 - 9.6.2 After determining those activities which may occur, all bargaining unit members shall determine a method for equitable distribution of those activities among the entire unit, taking

into consideration all other non-teaching responsibilities. If too many people wish to perform the same activities, the staff shall come up with a method for tie-breaking.

9.6.3 If the process set forth in Section 9.6.2 does not result in all valuable activities being covered, the principal may ask all bargaining unit members to reconsider how to have those activities covered.

9.6.4 If a new activity arises after the distribution of activities has occurred, the parties shall utilize the steps in Sections 9.6.2 through 9.6.3 to distribute the activity.

9.7 Specialized Health Care Procedures

9.7.1 Except for qualified and trained nurses, bargaining unit members shall not be required to provide and conduct necessary specialized health care procedures as part of their regular, on-going duties.

9.7.2 Specialized Health Care Procedure duties include, but are not limited to: catheterizations; injections; care/drainage/emptying of bags for ileostomies or colostomies, and care of stoma sites; care of gastrostomies including gavage or continuous feedings, drainage of gastric contents, and dressing changes around gastrostomy site; tracheostomy suctioning; or oxygen administration.

9.8 Part time/Itinerant Bargaining Unit Members

9.8.1 Bargaining unit members who work at two sites shall have a meeting with the administrators from both sites to establish a schedule and calendar for the year related to the performance of non-teaching duties as set forth in 9.5.

9.8.2 Part time bargaining unit members shall be entitled to prorate “their other non-teaching duties” in accordance with the percentage of time worked of a full-time equivalent. Part time teachers and their administrators may mutually agree that part time teachers will perform additional duties and that they will be compensated for those additional “other non-teaching duties” beyond their pro rata share of duties.

9.9 Substitute Service by Classroom Teachers

9.9.1 Definitions

9.9.1.1 Emergency Situation: A full or partial day in which the District is unable to obtain a substitute. When their duties permit, administrators can provide coverage when substitutes are not available.

9.9.1.2 Limitation: The foregoing definition is for purposes of this sub-article 9.8 only and do not necessarily apply to other provisions of this agreement.

9.9.2 Substitute Service by Classroom Teachers – This section applies only to emergency situations. This section does not apply to field trips, outdoor education, or other non-emergency situations.

9.9.2.1 By September 15 of each school year, the administrator shall ask the classroom teachers for a list of volunteers who are interested in receiving students in case of emergency situations.

9.9.2.2 A lottery list will be developed at each site at the beginning of the school year, to be used if there are no volunteers. In an emergency, volunteers will be selected

first, time allowing. In the event that no volunteer is available in time, the lottery list will be used. Once selected through lottery, a teacher will not be required to serve again until/unless the list has been exhausted and restarted. Temporary and probationary classroom teachers will not be eligible for emergency assignment unless they volunteer and have been approved by the administration. No special education classroom teachers will receive an emergency assignment unless she/he volunteers and has been approved by the administration.

- 9.9.3 Secondary classroom teachers called upon to substitute during their preparation period shall be paid one and one half times the certificated hourly curricular rate. The classroom teacher shall not be required to make up their preparation time on site.
- 9.9.4 Classroom teachers who miss preparation time because of an absent specialist shall be paid the certificated hourly curricular rate for making up the missed preparation period. Such classroom teachers shall not be required to make up their preparation time on site.
- 9.9.5 Elementary and secondary level classroom teachers shall be paid one and one half times the certificated hourly curricular rate when directed by their Principal to be responsible for up to an additional 16 students assigned to an absent classroom teacher. The certificated hourly curricular rate is doubled when there are 17 or more additional students. Service shall be paid in half-hour increments. The first 14 minutes of the first hour will not be compensated. Starting with the 15th minute of the first hour, the certificated hourly curricular rate will be paid based on the following scale: *

15 – 30 minutes	½
31 – 60 minutes	1 hour
61 – 90 minutes	1 ½ hour
91 – 120 minutes	2 hours

*scale continues following the pattern if the time exceeds two hours.

- 9.10 The District retains the right to configure the instructional day, including passing time and homerooms, within the limits stated in this Agreement. Scheduling of the school day shall be determined by the Principal with input from the School Site Council and the staff.
- 9.11 Transitional Kindergarten and Kindergarten
- 9.11.1 The teachers shall be notified each year by the Principal of the total number of instructional minutes required by State law. The following additional guidelines shall also apply:
- 9.11.1.1 The District shall provide five preparation periods per week of at least 40 minutes per day for classroom and Special Day class teachers in Transitional Kindergarten and Kindergarten.
- 9.11.1.2 Transitional Kindergarten and Kindergarten teachers may be asked to work with intervention groups, provided that it not interfere with their teaching duties, their support of their “partner” in an AM/PM configuration, or their daily 40-minute prep period.
- 9.11.2 There shall be eight (8) days for "Parent Conferences" in the fall and four (4) days for “Parent Conferences” in the spring. Conference days shall take place on Mondays, Tuesdays, Thursdays, and Fridays of Conference Weeks. Early Release Wednesdays shall be used for collaboration and conferences shall not be scheduled on those days unless outside of the work day. Students shall be release 20 minutes early during conference days.

9.11.3 These days shall be used for conferences related to the promotion or retention of students, curriculum linkage testing, other problems that might affect student progress, and/or by teacher or parent request. These conferences are not mandatory for all students in the spring.

9.12 Grades 1-3

9.12.1 The teachers shall be notified each year by the Principal of the total number of instructional minutes required by State law. The following additional guidelines shall also apply:

9.12.1.1 No day shall have fewer than 240 minutes.

9.12.2 There shall be at least two parent conference periods per year. Configuration of the parent conference periods shall be determined by the school site staff.

9.12.2.1 Student instructional time shall be 240 minutes, exclusive of lunch and recess.

9.12.2.2 There shall be eight (8) minimum days for "Parent Conferences" in the fall and four (4) minimum days for "Parent Conferences" in the spring. Conference days shall take place on Mondays, Tuesdays, Thursdays, Fridays of Conference Weeks. Early Release Wednesdays shall be used for collaboration and conferences shall not be scheduled on those days unless outside the work day.

9.12.2.3 These days shall be used for conferences related to the promotion or retention of students, curriculum linkage testing, other problems that might affect student progress, and/or by teacher or parent request. These conferences are not mandatory for all students in the spring.

9.12.3 The District shall provide three 40 minute preparation periods per week (two 40-minute science preps, and one 40 minute prep before school) for classroom and Special Day Class teachers in grades 1, 2, and 3, excluding the first week of school (5 days). The first week of school (5 days) shall be used by the science specialists for curriculum articulation. Preparation periods may be adjusted for minimum days and weeks with less than 5 days.

9.12.3.1 Preparation periods for classroom and Special Day Class teachers shall be rescheduled during the weeks when there are less than five days and the structure of that rescheduling shall be at the discretion of each school site.

9.12.3.2 Preparation periods provided by science specialists shall be determined by the principal with input from the science specialists and shall be equitably distributed.

9.13 Grades 4-5 (Elementary Schools)

9.13.1 The teachers shall be notified each year by the Principal of the total number of instructional minutes required by State law. The following additional guidelines shall also apply:

9.13.1.1 No day shall have fewer than 240 minutes.

9.13.1.2 There shall be at least two parent conference periods per year. Configuration of the parent conference periods shall be determined by the school site staff.

9.13.1.3 There will be three (3) reporting periods, fall, spring, and at the end of the year.

- 9.13.1.4 Student instructional time shall be 240 minutes, excluding lunch and recess.
 - 9.13.1.5 There shall be eight (8) minimum days for “Parent Conferences” in the fall and four (4) minimum days for “Parent Conferences” in the spring. Conference days shall take place on Mondays, Tuesdays, Thursdays, and Fridays of Conference Weeks. Early Release Wednesdays shall be used for collaboration and conferences shall not be scheduled on those days unless outside the work day.
 - 9.13.1.6 These days shall be used for conferences related to the promotion or retention of students, curriculum linkage testing, other problems that might affect student progress, and/or by teacher or parent request. These conferences are not mandatory for all students in the spring.
- 9.13.2 The District shall provide five 40 minute preparation periods per week (two 40 minute science preps, and three 40 minute preps before school) for classroom and Special Day Class teachers in grades 4 and 5, excluding the first week of school (5 days). The first week of school (5 days) shall be used by the science specialists for curriculum articulation. Preparation periods may be adjusted for minimum days and weeks with less than 5 days.
- 9.13.2.1 Preparation periods for classroom and Special Day Class teachers shall be rescheduled for weeks with less than 5 days and the structure of that rescheduling shall be at the discretion of each school site.
 - 9.13.2.2 Preparation periods provided by science specialists shall be determined by the principal with input from the science specialists and shall be equitably distributed.

9.14 Science Preparation

The District shall provide two 40 minute preparation periods per week for science specialists, excluding the first week of school (5 days). The first week of school (5 days) shall be used by the science specialists for curriculum articulation. Preparation periods may be adjusted for minimum days. Preparation time for part-time science specialists shall be prorated.

- 9.14.1 Preparation periods provided by science specialists will be determined by the principal with input from the science specialists and shall be equitably distributed.
- 9.14.2 Science specialists will teach a maximum of 6 teaching periods in any single school day, unless mutually agreed upon by the science specialist and site manager.
- 9.14.3 Science specialists will receive a minimum of five minutes passing time between class periods.
- 9.14.4 Science specialists will receive a duty free lunch at a regularly scheduled lunch time, unless mutually agreed upon between the science specialist and site manager.

9.15 Grades 6-8 (Middle schools)

- 9.15.1 The teachers shall be notified each year by the Principal of the total number of instructional minutes required by State law. The following additional guidelines shall also apply:
- 9.15.2 The teachers shall be notified by the Principal of the allowable passing time each year.
- 9.15.3 Homeroom periods shall be counted as instructional time.

- 9.15.4 The length and number of instructional periods for each school site shall be at the discretion of the local school site, with the approval of the Superintendent. Every teacher shall have a preparation period each day equal to the length of an instructional period. Homeroom/advisory periods shall be at the discretion of the local school site with the approval of the Superintendent or designee and shall not result in an increase in the total number of instructional minutes.
- 9.16 Grades 9-12 (High schools)
- 9.16.1 The teachers shall be notified each year by the Principal of the total number of instructional minutes required by State law. The following additional guidelines shall also apply:
- 9.16.2 The teachers shall be notified by the Principal of the allowable passing time each year.
- 9.16.3 Homeroom periods shall be counted as instructional time.
- 9.16.4 The length and number of instructional periods for each school site shall be at the discretion of the local school site, with the approval of the Superintendent. Every teacher shall have a preparation period each day equal to the length of an instructional period. Homeroom/advisory periods shall be at the discretion of the local school site with the approval of the Superintendent or designee and shall not result in an increase in the total number of instructional minutes.
- 9.16.5 A bargaining unit member's teaching assignment shall consist of no more than two (2) unique courses per grading period. When necessary, a teacher may be assigned three unique courses only during a single trimester in a school year. Bargaining unit members teaching elective courses may waive this restriction for the benefit of their programs. Waivers for the upcoming school year will be presented to and signed by teachers by June 1 of the current school year to assist administrators in the planning of the master schedule. Should a position that included a waiver be vacated during summer break, the person hired or transferring into the position will be notified of the need to honor the waiver for the current school year only and sign his/her own waiver upon hire or grant of transfer request. For the purpose of illustration and not limitation, the following examples are included:
- Example 1: A bargaining unit member teaching Algebra 1a and Algebra 1b within one grading period would meet this limitation.
- Example 2: A bargaining unit member teaching Video Productions 1 and Video Productions 2 within one grading period may volunteer to also teach Animation 1.
- Example 3: A bargaining unit member teaching Honors or AP US History and US History within one grading period would meet this limitation.
- 9.17 The school site shall provide a break for the classroom teachers on recess/playground duty so that they can attend to personal necessities.
- 9.18 Participation in any overnight education programs shall be voluntary and shall not be a requirement of the teaching assignment. Bargaining unit members shall not be expected to pay for the cost of the overnight trip, nor to organize fundraising activities for this program. Prior to scheduling any overnight activity, the bargaining unit members shall be involved in the planning and decision making of that activity.

- 9.19 Greater than Full-Time. If the school administrator identifies an unfilled period following the development of the master schedule, that period shall be filled pursuant to Section 15.2. If the period cannot be filled in this manner, the following steps shall be taken:
- 9.19.1 The Human Resources Office shall be notified and an attempt will be made to consolidate this unfilled period with any other unfilled periods in the District requiring the same credential and these unfilled periods shall remain posted. A copy of the posting shall be e-mailed to LEA.
 - 9.19.2 The school administrator shall consider all applications received, and provide first consideration to those bargaining unit members who are less than full time. If there are no such applications, then the school administrator shall make his or her recommendation based upon the following criteria:
 - 9.19.2.1 Credential, including major and minor fields of study.
 - 9.19.2.2 Special skills required for the particular assignment.
 - 9.19.2.3 Teaching experience.
 - 9.19.2.4 Ability to provide service with minimal disruption for students.
 - 9.19.2.5 Should the administrator determine that all of these criteria are equal, the most senior bargaining unit member shall be provided the additional period.
 - 9.19.3 If a bargaining unit member applies to teach an unfilled period and this creates an assignment in excess of 1.0 FTE., the bargaining unit member shall complete an application form indicating how he/she will meet his/her regular responsibilities. If the plan is acceptable to the site administrator, it shall be forwarded to LEA, prior to submission to the Board with a recommendation for approval. The bargaining unit member shall be paid an amount to one class period of his/her regular salary for each approximate 45 minutes per day so taught.
- 9.20 Co-teaching describes the model where two credentialed teachers jointly plan and deliver instruction to the same group of students sharing the same classroom. This model describes, but is not limited to, a special education teacher jointly teaching in a classroom with a general education teacher.
- 9.20.1 Volunteers will be sought by the site administrator before assigned to a non-volunteer. Teachers who volunteer for or are assigned to co-teach will be informed of that assignment and told who their teaching partner(s) and grade level/subject area will be before the end of the previous school year, consistent with article 15.6.3. Involuntary assignment of general education teachers to co-teaching sections or classroom shall not occur two years in a row.
 - 9.20.2 Co-teachers assigned to teach the same class(es) shall be scheduled prep time during the same time period each day when possible.
 - 9.20.3 A co-teaching classroom shall have no more than 33% of its maximum class size be students with active IEPs or high needs such as academic 504 plans, English language learners, severe behavior issues or other issues that would be considered high needs.
 - 9.20.4 LEA and the District share the belief that a commitment to providing appropriate training

to support the implementation and ongoing support of the co-teaching model is essential for the success of the program. All co-teachers shall be provided at least 1 paid full day of training on co-teaching best practices.

- 9.20.5 LEA and the District recognize that co-teaching requires extra planning and collaboration time. Teachers who co-teach will receive the stipend listed in Appendix D for each co-teaching partner with whom they teach.
- 9.20.6 In the event that a co-teaching team consists of a general education teacher and a special education teacher, the special education teacher shall be provided one extra preparation period per week per co-taught class to meet the duties and obligations of their special education caseload, such as following up on student progress, writing individual education plans and testing students. Use of there “flex prep periods” is not required.
- 9.20.7 Co-teachers shall not be assigned more than two (2) teaching partners.

ARTICLE 10: SPECIAL EDUCATION

- 10.1 Hard to Fill Special Education Positions. The Association and the District agree that from time to time certain credentialed positions become hard to fill, due to a shortage of bargaining unit members with the appropriate credential or due to the particular difficulty of the assignment.
- 10.1.1 Annually, the District shall notify the Association on or before the end of the school year of the hard to fill Special Education positions. Types of Special Education positions include, but are not limited to, special day class teachers, psychologists, resource specialist program teachers, etc.
- 10.1.2 District Subsidized Tuition Training for Hard to Fill Special Education Positions
- 10.1.2.1 For current bargaining unit members, the District will pay one-half of the equivalent of the cost of tuition for a California State University for retraining to serve in hard to fill Special Education positions.
- 10.1.2.1.1 The District will pay its portion of the current bargaining unit member's tuition at the beginning of the term in which the class is taken.
- 10.1.2.1.2 Should the bargaining unit member fail to complete the class or not receive credit with a passing grade, the bargaining unit member will reimburse to the District the portion of tuition paid by the District.
- 10.1.2.1.3 Should an intern position not be available, a bargaining unit member will not be subsidized for that year. In such a circumstance, the bargaining unit member will be urged to request a leave of absence from the university program.
- 10.1.2.1.3.1 Should a bargaining unit member choose to leave the District before completing the retraining program, the bargaining unit member will reimburse the District for the tuition subsidy.
- 10.1.2.2 For new Special Education hires, the District will pay the equivalent of one-half of the cost of the tuition for a California State University. This will be for his/her intern year during which the new Special Education hire completes his/her preliminary credential in Special Education.
- 10.1.2.2.1 The District will pay its portion of the bargaining unit member's tuition at the beginning of the term in which the class is taken.
- 10.1.2.2.2 Should the bargaining unit member fail to complete the class or not receive credit with a passing grade, the bargaining unit member will reimburse to the District the portion of tuition paid by the District.

- 10.1.2.3 A bargaining unit member who accepts the District subsidy for a hard to fill Special Education position must complete the necessary coursework within three (3) calendar years from taking the initial class. If the bargaining unit member does not complete the necessary retraining to get the credential for the hard to fill position, the bargaining unit member must reimburse the District for the tuition subsidy, unless exigent circumstances as determined by the parties exist and except as limited by the rules and regulations of the California Commission on Teacher Credentialing.
- 10.1.2.4 A bargaining unit member who has received the District tuition subsidy for a hard to fill position must remain in the hard to fill position for five (5) years or reimburse the District for the tuition subsidy.
 - 10.1.2.4.1 Reimbursement shall be waived in the event of such exigent circumstances as death of the bargaining unit member or extended family illness.
 - 10.1.2.4.2 Reimbursement shall not be waived if the discontinuance of employment is at the discretion of the bargaining unit member.
 - 10.1.2.4.3 When required, reimbursement for a tuition subsidy shall be prorated at twenty percent (20%) for each year of service below five (5) years.
- 10.1.2.5 Courses subsidized by the District taken by bargaining unit members for hard to fill positions shall count toward education credit on the salary schedule.

10.2 Special Education Class Size Limitations

- 10.2.1 Mild to moderate elementary class sizes shall be limited to 1:14. In unforeseen circumstances this limit may be exceeded by two (2) students on a transitional basis for no more than 15 days without receiving additional compensation.
 - 10.2.1.1 Beginning on the 16th day of an increase above 14 students, the affected teacher shall be compensated at a rate of 1/14 of the teacher's per diem rate of pay for each student over caseload, to be paid on a monthly basis, including the first 15 days.
- 10.2.2 Mild to moderate secondary class sizes shall be limited to 1:18. In unforeseen circumstances this limit may be exceeded by two (2) students on a transitional basis for no more than 15 days without receiving additional compensation.
 - 10.2.2.1 Beginning on the 16th day of an increase above 18 students, the affected teacher shall be compensated at a rate of 1/18 of the teacher's per diem rate of pay for each student over caseload, to be paid on a monthly basis, including the first 15 days.
- 10.2.3 Moderate to severe class sizes shall be limited to 1:13. In unforeseen circumstances this limit may be exceeded by two (2) students on a transitional basis for no more than 15 days without receiving additional compensation.
 - 10.2.3.1 Beginning on the 16th day of an increase above 13 students, the affected teacher shall be compensated at a rate of 1/13 of the teacher's per diem rate of pay for

each student over caseload, to be paid on a monthly basis, including the first 15 days.

10.2.4 The caseload for the Full Inclusion Specialist shall be limited to 1:13. In unforeseen circumstances this limit may be exceeded by two (2) students on a transitional basis for no more than 15 days without receiving additional compensation.

10.2.4.1 Beginning on the 16th day of an increase above 13 students, the affected teacher shall be compensated at a rate of 1/13 of the teacher's per diem rate of pay for each student over caseload, to be paid on a monthly basis, including the first 15 days.

10.2.5 Pre-kindergarten classes functioning with a caseload split in two sessions (AM/PM) shall be limited to a maximum caseload of 1:20 with a maximum class size of 1:12. In unforeseen circumstances this limit may be exceeded by two (2) students on a transitional basis for no more than 15 days without receiving additional compensation.

10.2.5.1 Beginning on the 16th day of an increase above 20 students, the affected teacher shall be compensated at a rate of 1/20 of the teacher's per diem rate of pay for each student over caseload, to be paid on a monthly basis, including the first 15 days.

10.2.6 Pre-kindergarten classes functioning as a single session shall be limited to a maximum caseload/class size of 1:8. In unforeseen circumstances this limit may be exceeded by two (2) students on a transitional basis for no more than 15 days without receiving additional compensation.

10.2.6.1 Beginning on the 16th day of an increase above 8 students, the affected teacher shall be compensated at a rate of 1/8 of the teacher's per diem rate of pay for each student over caseload, to be paid on a monthly basis, including the first 15 days.

10.2.7 RSP caseloads shall be limited to a maximum caseload of 1:28. With a member's signed waiver, the caseload may be increased to 1:30 for no more than 15 days without receiving additional compensation. Any signed waivers will be submitted to the Association within 2 days of receipt by the District.

10.2.7.1 RSP Caseload compensation: Beginning on the 16th day of an RSP waiver above 28 students, the affected RSP teacher shall be compensated at a rate of 1/28 of the teacher's per diem rate of pay for each student over caseload, to be paid on a monthly basis, including the first 15 days.

10.3 Speech Pathologist and Psychologist Caseload Limitations

10.3.1 The caseload for the Speech Pathologists shall be limited to 1:55. In unforeseen circumstances this limit may be exceeded by two (2) students on a transitional basis for no more than 15 days without receiving additional compensation.

10.3.1.1 Beginning on the 16th day of an increase above 55 students, the affected teacher shall be compensated at a rate of ten (10) dollars per day for each student over caseload, to be paid on a monthly basis, including the first 15 days.

10.3.1.2 Caseloads shall be equally balanced, to the extent practicable, in the number of students.

10.3.1.3 Speech Pathologists require the following working conditions at each school site:

- 1) A quiet workspace in which to evaluate students, have confidential meetings with parents, staff, and students;
- 2) A phone in the room (for incoming and outgoing calls) for confidential phone conversations;
- 3) Internet access in the room; and
- 4) A desk, locking file cabinet, and space for supplies and materials.

10.3.2 Psychologists shall have a district-wide average no greater than 1:1450 (current with 2011-12 Levels) with an individual caseload maximum of 1:75 students at any one time and shall be equitably distributed.

10.3.2.1 If there is a temporary increase in the number of students or shortage of school psychology personnel, a district school psychologist may choose to work extra hours and will be paid his/her per diem wage.

10.3.2.2 If a new special education class is added to the district, there will be an increase in the FTE for school psychologists to accommodate the addition of this new class.

10.3.2.3 School psychologists require the following working conditions at each school site:

- 1) A quiet workspace in which to evaluate students, have confidential meetings with parents, staff and students;
- 2) A phone in the room (for incoming and outgoing calls) for confidential phone conversations;
- 3) Internet access in the room; and
- 4) A desk, locking file cabinet, and space for supplies and materials.

10.4 Over-limit students will not be transferred from one classroom/service provider to another as a method of avoiding paying additional compensation to a bargaining unit member if the receiving classroom would exceed the limit.

ARTICLE 11: PARTIAL SERVICE EMPLOYMENT

- 11.1 Bargaining unit members covered by the terms and provisions of this Agreement, who choose to render paid service to the District in other than full time equivalent positions, shall be entitled to request Board approval of a written agreement executed between a bargaining unit member and the District.
- 11.2 Definitions
 - 11.2.1 Part Time: A part time bargaining unit member is defined as an individual who is employed by the District in less than one full time equivalent position.
- 11.3 Payroll Deductions - Bargaining unit members covered by this Article shall be afforded the same payroll deduction rights as are given all other bargaining unit members.
- 11.4 Work Year - Bargaining unit members covered by this Article shall have their work year adjusted to conform to the configuration of the agreed upon schedule which must be approved by the bargaining unit member's immediate supervisor.
- 11.5 Work Day - Bargaining unit members covered by this Article shall have their work schedule clearly defined by their immediate supervisor. In establishing these schedules, the immediate supervisor shall make an effort to provide for consecutive class assignments.
- 11.6 Leaves - Bargaining unit members covered by this Article shall have their sick leave, personal necessity leave, personal leave, salary, and any other appropriately designated benefits prorated on the basis of actual time of assignment.
- 11.7 Evaluation - The effectiveness of a teaching partner or team member shall in no way be reflected in the evaluation of any bargaining unit member on partial service. The evaluation timeline may be adjusted upon agreement by the evaluator and bargaining unit member during the goal setting meeting.
- 11.8 Wages
 - 11.8.1 Wages for bargaining unit members covered by this Article shall be determined by placement on the salary schedule as per full time bargaining unit member, prorated according to actual time of assignment.
 - 11.8.2 Longevity, column movement, and other specified terms and conditions on the printed salary schedule shall accrue according to the fractional basis of service rendered.
- 11.9 Health Benefits - Part-time bargaining unit members may authorize payroll deductions to complete the premium(s) for fully paid health, dental, and vision plans.
- 11.10 Class Size - A part-time assignment shall not be a factor in determining class size.
- 11.11 Records - The Human Resources Office shall respond to requests by the LEA President or his/her designee to review Partial Service records.

ARTICLE 12: EVALUATION

This article will be implemented beginning with the 2009-2010 school year as a pilot program. This article will be an automatic reopener of the collective bargaining agreement each school year thereafter for five (5) years.

12.1 Definitions

- 12.1.1 Prime Evaluator - The one administrator designated as responsible for the evaluation of a bargaining unit member.
- 12.1.2 The prime evaluator for a bargaining unit member spending fifty (50) percent or more of his/her time at one school site shall be the principal or his/her designee.
- 12.1.3 The prime evaluator for a bargaining unit member spending less than fifty (50) percent of his/her time at one school site shall be the program administrator. The program administrator shall involve the site administrator served by the bargaining unit member.
- 12.1.4 Observation Summary - The written summary of a formal observation.
- 12.1.5 Final Evaluation Summary - The written summary of the bargaining unit member's performance for the school year.
- 12.1.6 Special Program Administrator - Any program manager who has direct responsibility for a state, federal or categorical project, including Special Education, Title I, S.I.P., Vocational Education, etc.
- 12.1.7 California Standards for the Teaching Profession (CSTP) – Standards for professional teaching practice in California organized around six interrelated categories of teaching practice.
- 12.1.8 Elements – Identified key areas within a domain of teaching in the California Standards for the Teaching Profession.

12.2 General Guidelines

- 12.2.1 Bargaining unit member is informed – By the first Friday in September; each bargaining unit member to be evaluated in a given year shall be informed in writing by his/her prime evaluator and shall receive a copy of the District Personnel Evaluation System Guidelines. For bargaining unit members hired after the beginning of the school year, the Employer shall give notice within 20 days.
- 12.2.2 Permanent bargaining unit member - Bargaining unit members with permanent status shall be evaluated at least once every other year unless under a 5-Year Evaluation Cycle Agreement. Bargaining unit members are not evaluated the first year after they receive permanent status.
- 12.2.3 Probationary and temporary bargaining unit members - Probationary and temporary bargaining unit members shall be evaluated annually.
- 12.2.4 Source of data - Sources of data used for evaluation of performance shall include the specific objectives agreed on by the evaluator and the bargaining unit member at the goal setting conference and the duties and responsibilities listed in the bargaining unit member's job description.

- 12.2.5 Representation – Upon mutual agreement between the District and Union or under extraordinary circumstances, a bargaining unit member may have a union representative with them as an observer during any meeting associated with evaluations and may consult with their representative at any time during the meeting.
- 12.2.6 In evaluating a unit member the District shall consider mitigating factors including lack of adequate textbooks, reference books, equipment, supplies, materials, storage space, educational technology, and classroom facilities needed to properly perform her/his assigned duties.

12.3 Timelines

- 12.3.1 The Goal Setting Conference shall occur by October 15 of the given school year unless modified by mutual agreement.
- 12.3.2 For permanent bargaining unit members, the first formal observation and post-observation conference shall occur between September 1 and winter break of the given school year unless modified by mutual agreement.
- 12.3.3 For temporary and probationary bargaining unit members, the first formal observation and post-observation conference shall occur between September 1 and November 15 of the given school year unless modified by mutual agreement.
- 12.3.4 The mid-year evaluation conference for probationary and temporary bargaining unit members shall take place between December 1 and January 31 of the given school year unless modified by mutual agreement.
- 12.3.5 The final formal observation and post observation conference shall occur between February 1 and March 30 of the given school year unless modified by mutual agreement.
- 12.3.6 The final evaluation conference shall take place between February 1 and April 30 of the given school year unless modified by mutual agreement.
- 12.3.7 The final certificated personnel evaluations summary shall be submitted to the Human Resources Office by May 20 of the given school year, unless the timeline was modified by mutual agreement.

12.4 Procedures

- 12.4.1 Goal Setting Conference - By October 15, a goal setting conference between the prime evaluator and the bargaining unit member shall be held; at which time the prime evaluator and the bargaining unit member will formulate professional goals based on the CSTPs which will be measured by the evaluation rubric. The rubrics will be discussed during the goal setting conference.
 - 12.4.1.1 The bargaining unit member shall choose one of the six CSTP standards to focus on. Two (2) elements shall be selected within the one (1) CSTP standard for the purpose of evaluation.
 - 12.4.1.2 The evaluator shall choose one of the six CSTP standards to focus on. Two (2) elements shall be selected within the one (1) CSTP standard for the purpose of evaluation.

- 12.4.1.3 A third CSTP standard may be chosen if the bargaining unit member and the evaluator agree, but a third standard is not a requirement. Two (2) elements shall be selected within the one (1) CSTP standard for the purpose of evaluation.
- 12.4.1.4 For those bargaining unit members who do not normally perform classroom duties, alternate methods of assessing performance shall be mutually agreed upon by the evaluator and the bargaining unit member at the goal setting conference.
- 12.4.1.5 A 5-Year Evaluation Cycle Agreement may be initiated or continued during this conference if the bargaining unit member meets the following requirements: (*Also See Article 12.4.7.7)
 - 12.4.1.5.1 Permanent Status with District;
 - 12.4.1.5.2 Employed by the District for at least 10 years;
 - 12.4.1.5.3 Highly-Qualified as defined in 20 U.S.C. section 7801;
 - 12.4.1.5.4 Most recent evaluation indicates bargaining unit member is “meeting or exceeding standards;” and
 - 12.4.1.5.5 Bargaining unit member and evaluator agree in writing.
 - 12.4.1.5.6 Bargaining unit member was formally evaluated not more than four years ago. For example: A bargaining unit member who was formally evaluated in the 2010-2011 school year and whom was off-cycle for the 2011-2012 school year may continue on a 5-Year Evaluation Cycle Agreement during the 2012-2013 school year, 2013-2014 school year, and the 2014-2015 school years. The bargaining unit member must return to the formal evaluation process for the 2015-2016 school year.
 - 12.4.1.5.7 Bargaining unit members starting or continuing a 5-Year Evaluation Cycle Agreement shall discuss their informal goals for the year with their administrator during the Goal Setting Conference. No written documentation is necessary while a bargaining unit member is on a 5-Year Evaluation Cycle Agreement unless an improvement plan is initiated at some time during the school year.

12.4.2 Formal Observation

- 12.4.2.1 During the school year, the prime evaluator must observe those bargaining unit members who perform classroom duties at least twice for a minimum of twenty (20) minutes for each observation; a total of forty (40) minutes. These observations shall be considered formal observations. One of the formal observations shall be scheduled in advance.

12.4.3 Observation Conferences - The prime evaluator shall be responsible for:

- 12.4.3.1 Holding a conference with the bargaining unit member within five (5) days of each formal observation.

12.4.3.2 Holding any additional conferences upon the request of either evaluator or the bargaining unit member.

12.4.4 Observation Summary

12.4.4.1 If by the time of the observation conference the prime evaluator has drafted an observation summary, he or she shall share the draft with the bargaining unit member upon request. As soon as possible, but no later than five (5) days after each observation conference, the prime evaluator shall also complete and distribute the observation form. Both evaluator and bargaining unit member shall then sign a summary of each formal observation, indicating receipt by the bargaining unit member. Items not discussed with the bargaining unit member in the observation conference shall not be included on the written observation form, unless a follow up observation conference occurs.

12.4.4.2 Signature of the bargaining unit member shall not imply either agreement or disagreement with the observation summary.

12.4.4.3 Bargaining unit member shall be given five (5) days to submit any written comments to be attached to any observation summary.

12.4.5 Evaluation Conferences – In addition to observation conferences, the prime evaluator shall:

12.4.5.1 Hold a minimum of two (2) conferences within the year with each permanent bargaining unit member being evaluated. These conferences shall be the goal setting conference and the final evaluation conference.

12.4.5.2 Hold a minimum of three (3) conferences per year with each temporary or probationary bargaining unit member. These conferences shall be the goal setting conference, midyear evaluation conference, and the final evaluation conference.

12.4.6 Improvement Plans: If a bargaining unit member requests and/or prime evaluator determines that the bargaining unit member needs to improve performance, an Improvement Plan will be developed. The bargaining unit member and prime evaluator shall mutually agree to the standards, elements, strategies, evidence, responsible party, and timelines for improvement in the plan. The goal of the parties is to ensure that the bargaining unit member has a full opportunity to improve performance. The member may bring a site rep or other LEA representative to this meeting to provide support and assistance to the Bargaining Unit Member in developing the Improvement Plan. When an improvement plan goal has been achieved, the administrator and member will sign off on the completion form indicating such.

12.4.7 Evaluation Summaries

12.4.7.1 Both midyear and final evaluation summaries shall be the responsibility of the prime evaluator.

12.4.7.1.1 If the prime evaluator is the site principal or designee, he/she may involve any appropriate special program administrator in preparation of the evaluation summary.

12.4.7.1.2 If the prime evaluator is a special program administrator, he/she shall involve the site principal in the preparation of the evaluation summary.

- 12.4.7.2 Evaluation summaries may include observations from other administrative personnel and data from additional documented sources, including complaints pursuant to Article 20.
- 12.4.7.3 The prime evaluator shall indicate on the Final Evaluation whether an improvement plan has been completed or is in progress. Upon completion of the improvement plan the Final Evaluation should reflect whether the bargaining unit member's performance is satisfactory or unsatisfactory. A bargaining unit member who continues to provide unsatisfactory performance may be subject to the procedures set forth in the Education Code including service of a Notice of Unsatisfactory Performance (E.C. 44938), participation designed to improve performance (E.C. 44664), and dismissal for unsatisfactory performance (E.C. 44932), and these Education Code provisions/procedures shall not be grievable, pursuant to this contract.
- 12.4.7.3.1 Teachers with an unsatisfactory evaluation will be offered an instructional coach.
- 12.4.7.4 The final evaluation summary and recommendations shall be completed by April 30, unless the timeline was modified by mutual agreement.
- 12.4.7.5 A copy of the final evaluation summary shall be given to the bargaining unit member and sent to the Human Resources Office by May 20, unless the timeline was modified by mutual agreement.
- 12.4.7.6 By the time of the evaluation conference or as soon as possible thereafter but no later than five (5) days, the prime evaluator shall give the bargaining unit member the formal written evaluation. Both prime evaluator and bargaining unit member shall then sign the document indicating receipt by the bargaining unit member. Items not discussed with the bargaining unit member in the evaluation conference shall not be included on the written evaluation form, unless a follow up evaluation conference occurs.
- 12.4.7.7 A 5-Year Evaluation Cycle Agreement may be initiated during this conference if the bargaining unit member meets the requirements outlined in Article 12.4.1.5.

ARTICLE 13: MENTORING PROGRAM

13.1 LEA and the District are continuously striving to provide the highest possible quality education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance.

13.2 Mentor Teacher

13.2.1 A Mentor Teacher is a teacher who provides assistance to a Participating Teacher. The qualifications for the Mentor Teacher shall be, at a minimum, the following:

13.2.1.1 Shall be a credentialed classroom teacher with permanent status.

13.2.1.2 Shall have substantial recent experience as defined by five (5) years of full time permanent status of which at least the last three (3) years shall have been in the LVJUSD.

13.2.1.3 Shall demonstrate exemplary teaching ability, as indicated by, among other things: effective communication skills including both oral and written communications, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts, and the ability to work cooperatively and effectively with others.

13.2.1.4 Shall demonstrate and maintain the highest standards of the teaching profession.

13.2.1.5 Shall be recommended by the current site manager.

13.2.1.6 Shall be provided with training by the District in coaching strategies and adult learning theory prior to being assigned as a mentor teacher.

13.3 Participating Teacher

A Volunteer Participating Teacher is a teacher who volunteers to participate in the Mentoring Program. The purpose of participation in the Mentoring Program for the Volunteer Participating Teacher is for assistance only, and the Mentor Teacher shall not participate in a performance review of the Volunteer Participating Teacher. Volunteer Participants may submit requests for support at any time, and may terminate his or her participation in the Mentor Program at any time.

13.4 By the first day of each school year, the District will provide a list of available mentors and issue a request for new mentors.

13.5 Compensation for Mentor Teachers

13.5.1 Bargaining Unit Members who participate as Mentors shall be compensated at a rate of \$1,500 per school year, to be prorated based upon the time they serve as Mentors.

ARTICLE 14: IMPROVEMENT PLANS

Definitions

- 14.1 Improvement Plan: A non-punitive, mutually agreed upon plan between a bargaining unit member and their administrator for the purpose of improving practice.
- 14.2 Improvement Plans: If a bargaining unit member requests and/or prime evaluator determines that the bargaining unit member needs to improve performance, an Improvement Plan will be developed. The bargaining unit member and prime evaluator shall mutually agree to the standards, elements, strategies, evidence, responsible party, and timelines for improvement in the plan. The goal of the parties is to ensure that the bargaining unit member has a full opportunity to improve performance. The member may bring a site rep or other LEA representative to this meeting to provide support and assistance to the Bargaining Unit Member in developing the Improvement Plan. When an improvement plan goal has been achieved, the administrator and member will sign off on the completion form indicating such.

General Guidelines

- 14.2.1 The purpose of an improvement plan is to encourage a bargaining unit member to improve practice through a coaching/growth method using the CA Standards for the Teaching Profession.
- 14.2.2 An improvement plan may begin and/or be completed at any time during a school year. An improvement plan must be completed within the shortest time frame possible, but no longer than one calendar year.
- 14.2.3 During an evaluation year, the improvement plan should be closely tied to that current year's evaluation goals.
- 14.2.4 During a non-evaluation year, the improvement plan should be directly related to no more than two individual elements within one individual standard that is in need of improvement.
- 14.2.5 Each goal and its strategies for improvement in the plan will identify the responsible party, evidence necessary to determine completion, and expected timeline(s) for completion.
- 14.2.6 The member may bring a site rep or other LEA representative to this meeting to provide support and assistance to the Bargaining Unit Member in developing the Improvement Plan.
- 14.3 Timelines
- 14.3.1 Upon recognizing the need for an improvement plan, the administrator will schedule an improvement plan meeting with the bargaining unit member. The administrator must notify the member at least five (5) days in advance of the meeting.
- 14.3.2 Within five (5) days of mutual agreement on the improvement plan, a copy of the improvement plan should be provided to the Association by the member.
- 14.3.3 The bargaining unit member and administrator shall schedule and attend a mid-plan meeting to check progress and modify the plan through mutual agreement if necessary.
- 14.3.4 Moving from one level of practice (not meeting practice) to the next level of practice (developing practice) should meet the objective of completing the improvement plan goals.

- 14.3.4.1 If the level of improvement is not maintained, an improvement plan may be re-initiated.
- 14.3.5 Upon completion of the improvement plan, the bargaining unit member and administrator shall sign off on the improvement plan indicating completion.
- 14.3.6 Within ten (10) days of completion, the bargaining unit member may write a summary and/or response to the improvement plan.
- 14.3.7 Within fifteen (15) days of completion, a copy of the completed improvement plan will be placed in the bargaining unit member's personnel file.

ARTICLE 15: TRANSFERS

15.1 Definition –

Day: Any day on which the District Office is open for business.

Extraordinary circumstances: Circumstances which the Executive Director of Human Resources and the President of the Association mutually agree are sufficient to justify special consideration of a particular bargaining unit member(s) for a position. These may include but are not limited to positions which have been created by new legislation, new funding, the reinstatement of programs, or other special circumstances identified by bargaining unit members.

Involuntary Transfer: A transfer not initiated by the bargaining unit member.

Never posted positions: Positions which have not been posted for this posting year.

Posted position: A position for a certificated vacancy which is defined by site, grade level (primary, upper elementary, middle school and high school), department, and credential.

Posting year: The period of time during which jobs available from July 1st to June 30th are posted.

Previously posted positions: Positions which have been posted for this posting year.

Reassignment: A reassignment is a change of grade level or subject matter at a worksite which can be initiated by a bargaining unit member or site administrator.

Transfer: A transfer is a change from one work location to another work location.

Vacancy: A vacancy is an unfilled posted certificated position and includes positions vacated by bargaining unit members and newly created positions.

Voluntary Transfer: A transfer initiated by the bargaining unit member.

15.2 Voluntary Transfers

15.2.1 General Provisions

15.2.1.1 All known vacant positions shall be posted on the District website, and at the District Office.

15.2.1.2 The deadline for submission of interview request forms for transfer is five days after the initial posting. Interview request forms must be submitted to the Office of Human Resources.

15.2.1.3 If requested by the bargaining unit member, the Human Resources Administrator shall provide rationale for not granting the request for transfer in writing.

15.2.1.4 The final decision regarding a transfer shall be the responsibility of the Human Resources Administrator after consultation with the site administrator and concurrence by the Superintendent.

15.2.1.5 Each permanent bargaining unit member may accept one voluntary transfer in a given school year. One additional transfer may occur only for extraordinary circumstances. Probationary bargaining unit members may apply for open positions, but do not have transfer rights.

15.2.2 First Job Posting Period: (Initial Posting through April 15)

15.2.2.1 Beginning with the initial posting, which shall be no later than March 1, and every week thereafter, except during certificated layoffs, Human Resources shall post all known vacant positions. Human Resources shall notify the Livermore Education Association prior to the initial posting.

15.2.2.2 Criteria for selection during the first job posting period shall be:

15.2.2.2.1 Possession of the appropriate credential(s) and certificate(s), experience, demonstrated special skills, length of service to the District and evaluations entered in the personnel file within 48 months of the date of transfer request. Where practicable, advice and counsel of the appropriate faculty personnel and/or departments should be sought in the selection of such transferees.

15.2.2.2.2 All other things being equal, bargaining unit member's length of service in the District shall be the determinant in making the final decision.

15.2.3 Second Job Posting Period (After April 15 to the start of school)

15.2.3.1 Vacancies which occur after April 15 shall be open to internal and external applicants.

15.2.4 Third Job Posting Period (From the start of the work year through the remainder of the year)

15.2.4.1 All vacancies shall be open to internal and external applicants.

15.2.4.1.1 If permissible by law, a position posted after the beginning of a school year shall be posted as a temporary one.

15.2.4.2 If an extraordinary circumstance exists during this Third Job Posting Period, then a bargaining unit member may apply for the position, and if selected shall fill the position on a regular basis.

15.3 Involuntary Transfer (Administrative)

15.3.1 Such a transfer shall be initiated by the Superintendent or designee and shall be based exclusively on the educationally-related needs of the District.

15.3.2 Prior to considering an administrative transfer, the site administrator shall make every effort to resolve the issue at the current site.

15.3.3 Bargaining unit members who are administratively transferred shall be informed in writing of the reason(s) for this action by the Superintendent or designee. In addition, if the bargaining unit member desires, a conference shall be held with the Superintendent or designee.

- 15.3.4 In the event that compelling circumstances require that an individual be transferred on an administrative basis for his/her welfare and/or the welfare of the District, the bargaining unit member shall be informed of the reason(s) in writing for this action by the Superintendent or designee upon request.
- 15.3.5 The Superintendent or designee, the Association President or designee, and the bargaining unit member shall mutually identify the best placement for the person being administratively transferred.
- 15.3.6 An involuntary transfer shall not be arbitrary, capricious, disciplinary or punitive.
- 15.3.7 An involuntary transfer shall not result in a loss of pay during the school year in which the transfer occurs.
- 15.3.8 Bargaining unit members involuntarily transferred during the work year shall be provided paid release time for one/two days if appropriate. The District shall provide reasonable assistance in moving.

15.4 Involuntary Transfers (Declining Enrollment)

In all transfers from a building resulting from a substantial decrease in ADA, the transfer shall be made pursuant to the following:

- 15.4.1 The staff allocation at any site shall be determined by the staffing ratios contained in Article 16 on Class Size.
- 15.4.2 No bargaining unit member shall be involuntarily transferred when there is another bargaining unit member with less District-wide seniority within the building.
 - 15.4.2.1 Exceptions to the above procedure may be made if the school would be unable to meet the curricular needs of its students as a result of following the procedure.
 - 15.4.2.2 In the event of exceptions, the next least senior bargaining unit member shall be transferred.
- 15.4.3 When a school closes, or through major loss of ADA, the bargaining unit member in this classification shall have priority status relative to any and all vacancies in the District for which they are qualified. The determination of the order and criteria for transfer from the school of declining enrollment shall be those procedures set down in the voluntary transfer section.
- 15.4.4 Any bargaining unit member given an involuntary transfer shall not again be given a similar transfer for a minimum of two (2) years without the consent of the bargaining unit member, or unless the bargaining unit member requests a transfer.

15.5 Opening of a New School or Reconfiguring an Existing School

Prior to posting or filling a vacancy created by the opening of a new school or reconfiguring a school (e.g. moving Sixth Grade to Elementary School), the District and the Association agree to negotiate the process by which the vacancies shall be filled. If the parties are unable to reach agreement in a timely manner on the process for filling of the vacancies, then the filling of the vacancies shall be governed by the preceding sections of this Article and Appendix I.

15.6 Assignments/Reassignments

15.6.1 A bargaining unit member may request a reassignment.

15.6.2 Reassignments may be initiated by the administration and shall be based exclusively on the educationally-related needs of the District.

15.6.2.1 If a bargaining unit member is reassigned for educationally-related needs of the District, the bargaining unit member shall be provided written reason(s) for the reassignment.

15.6.3 Each bargaining unit member will be notified of his/her assignment for the coming year by the end of the instructional year. If there is a change after the initial notification, the bargaining unit member will be notified by certified mail sent to his/her last known address.

15.6.4 Bargaining unit members reassigned within the 10 days prior to the commencement of the work year shall be provided reasonable assistance in moving and curricular assistance. Bargaining unit members reassigned after the commencement of the work year also shall be provided reasonable classroom support. For the purposes of this section 15.6.4 only, a reassignment shall include a change of room or office.

ARTICLE 16: CLASS SIZE

16.1 Except under the conditions of Article 16.3, the District shall maintain an average class size of:

- K-3: Average of 25, no greater than 26 per teaching station
- 4-5: Average of 30, no greater than 32 per teaching station
- 6-8: Average of 30, no greater than 33 per class, except for traditionally larger classes (e.g. Band, Orchestra, Choir, Stagecraft)
- 9-12: Average of 30, no greater than 33 per class, except for traditionally larger classes (e.g. Band, Orchestra, Choir, Stagecraft)
- 6-12 PE: Average of 43, no greater than 46 per class
- As used in this Article, “student(s)” includes those defined in Section 17.1 of this Agreement.

16.1.1 Class size caps may be exceeded in exceptional circumstances. A temporary exceeding of the cap is permitted for no more than ten student days per trimester. If school administration and the teacher agree that an exceptional circumstance exists, the cap may be exceeded by no more than two students per trimester. For any instance in which a class cap is exceeded, the affected teacher shall be compensated at a rate of ten (10) dollars per day for each student over the class maximum enumerated in 16.1 of this agreement.

16.2 The maximum number of student contacts in grades 6-12 shall not exceed 190 students in a grading period, except for PE and subjects with traditionally larger class sizes delineated in 16.1

16.3 Conditions under which maximum class size or hiring ratio may be altered shall include but not be limited to the following:

16.3.1 A change in statutory provisions or legal requirements.

16.3.2 Insufficient funds.

(In the event that there are insufficient funds to maintain the class size as indicated above, notification of this fact shall be made public to all professional personnel in the District and the Association.)

16.3.3 Determination by the school administrator and bargaining unit member(s) or the District that the educational program would be impaired.

16.3.4 Upon the approval of the Superintendent of an individual school proposal to deviate from maximum class size based on an educational program at that school.

16.4 The District shall maintain a maximum class size in grades 6-12 of not more than the number of student workstations (desk, lab station, computer station, etc.) within a classroom. A temporary exceeding cap is permitted for no more than ten student days.

16.4.1 By May 1st of each year, the District and LEA shall jointly determine which classrooms in the District can accommodate fewer than 32 students in the following school year.

- 16.5 Class sizes shall be equally balanced, to the extent possible, in numbers of students per class.
- 16.6 The principal shall, to the extent possible, apportion the number of special needs students among all classes, except when clustering is agreed to by the staff involved.
- 16.7 In implementing the above policy the local school administrator shall be given a maximum of four (4) school weeks in which to make arrangements and/or adjustments in the local school program or in the transference of students.
- 16.8 The Board will follow State Education Code and will adhere to the Educational Employment Relations Act (EERA) on all matters pertaining to class size.
- 16.9 The nurses shall service no more than two sites per day except in cases of emergency.

ARTICLE 17: FULL INCLUSION

- 17.1 Definition. “Full inclusion” exists when a student with severe disabilities is required to attend age appropriate general education classes for the majority of their school day.
- 17.2 Site Team. A Learning Study Team shall include the general education classroom teachers with identified full inclusion students.
- 17.3 Inservice. Full inclusion staff development training shall be provided for general education classroom teachers.
- 17.4 Class Size. The determination of the size of the general education classes with fully included students shall take into consideration any extraordinary demands upon physical space, teacher contact and/or teacher supervision.
- 17.5 Voluntary Assignment. The District shall not assign any general education classroom teacher to accept a full inclusion student without first seeking a volunteer for the assignment.
- 17.6 Prior Notification. The District shall not assign a full inclusion student to the class of any general education classroom teacher until twenty-four hours after that teacher has been provided with a copy of the Individualized Education Plan (“IEP”) of the incoming student, except that in cases when the IEP is unavailable to the District, the District shall provide pertinent information about the student prior to his/her placement.

ARTICLE 18: TEMPORARY TEACHERS

- 18.1 Upon completion of the second year of service, part time and full time temporary teachers shall be considered for vacant positions in accordance with their seniority, qualifications, evaluations and percentage of employment. If a second year temporary teacher receives an unsatisfactory evaluation, the District may give a non-reelection notice on or before March 15 of the second full year of service.
 - 18.1.1 The District shall provide a list of temporary teachers and teachers on leave to the Association each year, no later than October 30th.

ARTICLE 19: HEALTH AND SAFETY CONDITIONS

- 19.1 The District is responsible for safety of its bargaining unit members while they are performing their assigned duties. The District shall provide a sample explanation regarding indemnification of bargaining unit members to site administrators to be included in the Faculty Handbooks. (See Article 20.10.)
- 19.2 There shall be established in the School District a safety program to provide a high degree of safety for bargaining unit members of the District. Such a program shall comply with the requirements of CAL/OSHA rules concerning safety, health and fire prevention. Each site shall develop a plan for how bargaining unit members are expected to deal with violent, abusive, and/or out of control students and other individuals at school.
 - 19.2.1 The principal of each school, and other division managers, shall be responsible for administering Board Policy/Regulation 3231 maintaining safe and sanitary conditions in facilities under their jurisdiction within CAL/OSHA Guidelines.
 - 19.2.2 All bargaining unit members shall work with the site administrator to maintain safe and sanitary conditions in their teaching or work area of responsibility.
 - 19.2.3 The District shall establish safety committees, advisory to the Superintendent, to implement and monitor the District Safety and Health Program.
- 19.3 The District shall provide, publish and post rules for safety and the prevention of accidents, and provide protective devices where they are required for the safety of bargaining unit members.
- 19.4 All teaching stations, other than physical education fields, shall be connected to the site office with a communication system that permits immediate contact in case of emergency.
- 19.5 Bargaining unit members shall be provided with a confidential list of on-site phone numbers for all other bargaining unit members for use in cases of emergency.
- 19.6 The District shall provide, to the extent feasible, a means to allow bargaining unit members to lock up personal belongings and/or equipment in their classrooms.
- 19.7 All teaching stations shall be structurally sound, safely heated, ventilated, and illuminated, and free from unacceptable noise levels as determined by CAL/OSHA Guidelines.
- 19.8 Alleged violations of CAL/OSHA Guidelines shall not be subject to the grievance procedure. Such alleged violations may be appealed to CAL/OSHA.
- 19.9 Until final disposition of the alleged violation takes place, the bargaining unit member is required to conform to the original directions of his/her supervisor unless such action is determined to be a safety hazard by the Superintendent or designee.
 - 19.9.1 During this time the bargaining unit member and/or the Association shall be held blameless for any adverse action which later is deemed a violation of the contract.

ARTICLE 20: EMPLOYEE RIGHTS

20.1 Right to Representation

20.1.1 A unit member shall be entitled to representation by the Association, when the unit member reasonably believes a meeting is related to disciplinary action.

20.1.2 A unit member may request to have an Association representative present at a conference, whenever s/he reasonably believes discipline may result from the discussion. The meeting will be suspended to accommodate the unit member's request and shall be rescheduled to occur as soon as possible.

20.1.2.1 When an administrator has prior knowledge that disciplinary action is likely to occur, he/she will inform a unit member prior to a meeting or conference that it may be related to potential disciplinary action.

20.1.3 Refusal by a unit member to proceed with a meeting related to discipline without Association representation shall not constitute insubordination.

20.2 Just Cause/Due Process

20.2.1 The District may discipline a unit member only for just cause. Discipline shall conform to the principles and procedures of progressive discipline.

20.2.2 Unit members shall be entitled to exercise their legal right to Association representation throughout the progressive discipline process.

20.2.3 Except for the provisions of Education Code 44939 (Immediate suspension; hearing upon certain charges), 44940 (Leave of absence; certificated employee charged with mandatory or optional leave of absence offense; suspension of credentials; definitions), and 44942 (Suspension or transfer of certificated employee on ground of mental illness; examination; mandatory sick leave), discipline under this Article shall not include dismissal or suspensions for more than fifteen (15) working days.

20.3 Progressive Discipline

The principles and procedures of progressive discipline will be applied except where the serious nature of the offense may require the District to bypass progressive discipline steps set forth in this Article. Whether the serious nature of the offense required bypassing progressive discipline steps set forth in this Article is subject to Article 31, Grievance Procedure, of the Agreement except when suspension is the first and immediate step proposed to be imposed. Progressive Discipline steps will include the following:

20.3.1 Verbal Warning

A Verbal Warning is a conversation separate from regular worksite dialog, the content of which would enable a reasonable person to realize s/he is being warned of unacceptable conduct.

20.3.2 Written Warning

The unit member will sign the written warning to acknowledge receipt and a copy may be placed in the unit member's personnel file. The unit member may file a written rebuttal for attachment to the written warning if done within fifteen (15) working days.

20.3.3 Written Reprimand

The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file. The unit member may file a written rebuttal for attachment to the written reprimand if done within fifteen (15) working days.

20.3.4 Suspension

20.3.4.1 In all instances the length of a suspension, up to fifteen (15) days, must relate to the severity of the action.

20.3.4.2 Written notice of suspension will be served in person upon the unit member by the Superintendent or designee no less than fifteen (15) days prior to the effective date of the proposed suspension. A copy will be concurrently provided to the Association President.

20.4 Notice of Suspension

The District shall notify the Association in writing concurrently with the written notification to the unit member of the proposed suspension. The notice shall contain:

20.4.1 A statement of the specific act(s), infraction(s), or omission(s) upon which the action is based;

20.4.2 A statement of the cause(s) for which action is recommended;

20.4.3 Where applicable, the Education Code section, policy, rule regulation, or directive violated;

20.4.4 The penalty proposed and effective date;

20.4.5 Copies of the documentary evidence upon which the recommendation is based; and

20.4.6 A statement of the unit member's right to challenge the proposed suspension by requesting in writing a binding arbitration hearing that shall be submitted simultaneously to the District and the Association within fifteen (15) workdays following receipt of the notice of suspension.

20.4.7 Upon receipt of the unit member's request, the arbitration procedure of Article 31, Grievance Procedure, of this Agreement shall be followed. Failure by the unit member to meet any of the timelines set forth herein shall constitute forfeiture of his/her right to a binding arbitration hearing and the District may proceed with the proposed suspension.

20.5 Grievance Procedure

Verbal warnings, written warnings, and written reprimands may not be submitted to Article 31, Grievance Procedure, other than within the context of a suspension hearing, or regarding whether the serious nature of the offense required bypassing progressive discipline as set forth in Section 20.3. Proposed suspensions set forth in this Article may be appealed by the unit member directly to final and binding arbitration by following Section 20.4.6 above and thereafter the grievance procedure in Article

31, Grievance Procedure, of the Agreement. The proposed suspension will not be imposed until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite, in which case the unit member shall be placed on administrative leave with pay pending the outcome of the arbitration.

20.6 Confidentiality

All information or proceedings regarding any action(s) or proposed action(s) pursuant to this Article will be kept confidential by the parties to the extent required by law.

20.7 Education Code

20.7.1 This Article shall not reduce the rights of permanent bargaining unit members contained in Education Code Section 44932 (Grounds for dismissal of permanent employees) and 44944 (Conduct of hearing; decision; expenses and costs).

20.7.2 Nothing in this Article precludes or in any manner affects or reduces the District's right to initiate and pursue dismissal proceedings under the Education Code.

20.8 Personnel Files

20.8.1 The official personnel file for each unit member shall be maintained in the central administrative office of the District.

20.8.2 Bargaining unit members shall have the right to have copies of the contents of their personnel files made available to them. A reasonable fee may be charged for providing a copy of personnel files.

20.8.3 Each bargaining unit member shall have the right to examine all derogatory materials that will be filed in the personnel file maintained in the District Office. Verification of that examination shall be by signature on the derogatory material, which shall not signify agreement, only that the bargaining unit member has reviewed the material.

20.8.4 Derogatory materials shall not be entered or filed until the bargaining unit member has been given notice and an opportunity to review the materials. The bargaining unit member shall have the right to enter and have attached to any such derogatory materials his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

20.8.5 The author(s) of material entered into a bargaining unit member's personnel file shall date and sign the material.

20.8.6 The bargaining unit member shall have the right to authorize in writing a representative to examine the bargaining unit member's file, and to obtain copies of materials from the personnel file. Copies of files will only be provided after the District has verified that the bargaining unit member has actually executed the written permission.

20.8.7 A unit member's personnel file is confidential and access thereto shall only be on a need to know basis.

20.9 Public Complaints

- 20.9.1 Complaints regarding a bargaining unit member deemed by the site administrator or supervisor to be detrimental will be reported to the bargaining unit member at the earliest possible time or not later than within ten (10) days of the receipt of the complaint.
- 20.9.2 If the bargaining unit member, site administrator or immediate supervisor believe the allegations warrant a conference, the immediate supervisor shall schedule a meeting with the bargaining unit member, who may elect to coordinate a date with his/her representative. If the complainant refuses to attend, the complaint shall be dropped unless the complaint is reduced to writing and signed by the complainant.
- 20.9.3 If the matter is not resolved at the meeting, the complainant and/or the administrator may put the complaint in writing, signed and dated, and submit a copy to the bargaining unit member.
 - 20.9.3.1 Complaints which are withdrawn or deemed by an administrator not to have merit shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member.
- 20.9.4 Complaints regarding sexual harassment or child abuse are not subject to this article.
- 20.9.5 No complaint shall be placed in a bargaining unit member's personnel file, unless the bargaining unit member has an opportunity to answer in writing before the material is placed in the file.
- 20.9.6 All information or proceedings pursuant to this complaint procedure shall be kept confidential by the parties to the extent required by law.

20.10 Indemnification of Bargaining Unit Members in Civil Actions

- 20.10.1 California Government Code Section 825 requires public entities to provide a defense to a bargaining unit member who requests the employer to defend him or her against any claim or action against him or her for any injury arising out of an act or omission occurring within the scope of employment as an employee of the public entity. There are certain limitations and requirements, which must be met to obtain such defense, including but not limited to a requirement that the bargaining unit member reasonably, cooperate in good faith in the defense. Public entities may refuse to provide a defense under limited circumstances, including but not limited to situations when the act or omission was not within the scope of employment and when the bargaining unit member acted or failed to act because of actual fraud, corruption or actual malice. (Gov. Code Section 995.2)
- 20.10.2 Bargaining unit members who have questions regarding indemnification issues may contact the District Human Resources Office and the Association.

ARTICLE 21: WAGES

- 21.1 The District shall maintain all aspects of the salary schedule currently in place.
- 21.1.1 Extracurricular.--The procedure for determining salary for all extracurricular assignments shall be attached to and incorporated into this Agreement in Appendix C. There is no obligation on the part of the District to offer the activity. However, if the activity is offered the salary must be paid to the involved bargaining unit member(s).
- 21.1.2 A revised list of extracurricular stipends shall be incorporated into this Agreement as Appendix D.
- 21.1.3 Department Chairpersons.--The procedure for determining salary for department chairpersons shall be attached to and incorporated into this Agreement in Appendix F.
- 21.1.4 Mentoring Teachers shall receive the compensation specified in Article 13.
- 21.2 Bargaining unit members holding degrees above the Bachelor's Degree shall receive the additional pay for each and every degree as listed on the salary schedule on Appendix F.
- 21.3 Beginning with the 2017-2018 school year, bargaining unit members may receive their annual salary in eleven (11) or twelve (12) monthly installments.
- 21.4 The salary schedule shall be set forth in Appendix F which is attached to and incorporated into this Agreement.
- 21.4.1 The salary schedule shall increase by 1.0 percent on July 1, 2019, and an additional 2.0 percent on January 1, 2020, for a total of 3.0 percent ongoing.
- 21.5 The District shall implement the tax deferral of bargaining unit member contributions to the State Teachers Retirement System also known as the STRS employer 'Pick-up'.
- 21.6 Bargaining unit members shall be credited with a year of service credit provided they work seventy-five (75) percent of the calendar days in a work year. The full-time equivalence of the bargaining unit member's assignment shall not affect the service credit granted. For illustration and not limitation, the following example is included.
- Example: A bargaining unit member who teaches one-half (1/2) day (.5 FTE) for seventy-five percent of the school year shall advance one (1) year on the salary schedule and receive seniority credit for that year.

ARTICLE 22: HEALTH BENEFITS (Medical, Dental and Vision)

- 22.1 The District shall contract for health services for all members of the bargaining unit in a manner to be determined by LEA. The District and the LEA shall notify each other as soon as either receives notice of any planned increases.
- 22.2 Beginning July 1, 2005, LEA shall determine the use of the District contribution, as outlined in Section 22.7 below for the purchase of health benefits for its members, their spouses, their domestic partners, and their dependents. All funds must be used for the purposes outlined in this Article. Individual bargaining unit members will have funds applied toward the purchase of coverage plans for their benefit, and shall not receive any individual dollars.
- 22.3 The Joint Benefits Study Committee shall continue to review and analyze these plans and other options that may become available.
- 22.4 Each bargaining unit member may elect his or her personal health plan (medical, dental and vision) coverage from among the plans offered. When tiered, dependents shall be covered by only one health plan.
- 22.5 All full-time equivalent bargaining unit members must participate in a medical, dental and vision coverage plan. If a plan is not selected by the bargaining unit member, a plan shall be selected for them by the Association, with the Association providing notification of the plan selected to the District.
- 22.6 Part-time bargaining unit members are not required to participate in any plan, but may choose to participate in a medical, dental or vision plan or any combination thereof.
- 22.7 District contribution and bargaining unit member responsibility for payments shall be as follows:
- 22.7.1 Beginning in the 2015-16 school year, the contribution by the District shall be ten-thousand nine hundred (\$10,900) for each 12 months of the benefit plan year (currently October 1 to September 30) per full-time equivalent and for part-time bargaining unit members a pro rata amount based on the bargaining unit member's FTE.
- 22.7.2 For bargaining unit members working less than full time, the contribution by the District shall be a pro rata amount of the District contribution which would be paid if the bargaining unit member were full time. [i.e.: .3FTE = .3 x District contribution, .75FTE = .75 x District contribution]
- 22.7.3 For bargaining unit members working less than a full year, the District shall pay a pro rata amount of the District's contribution which would be paid if the bargaining unit member were working a full year. [i.e.: Working 4.5 months of 9 months = .5 x District contribution]
- 22.8 Bargaining Unit Members enrolled in plan(s) exceeding the District's contribution shall pay the extra cost through automatic payroll deduction.
- 22.9 Bargaining Unit Members may through use of an Internal Revenue Code section 125 plan provide for allowable expenditures through pre-tax withholdings from their salaries. Each bargaining unit member participating in the Section 125 program shall receive a notice suitable for income tax records, indicating the amount of the bargaining unit member's contributions for health plan coverage.

- 22.10 Bargaining unit members' domestic partners (both district and registered) and their dependents shall be eligible for medical, dental and vision benefits under this article, on the same terms as bargaining unit members' spouses and their dependents, subject to the following:
- 22.11 Definition: A District Domestic Partnership shall exist between two persons regardless of their gender and each of them shall be the domestic partner of the other if both complete, sign and have notarized the Livermore Valley Joint Unified School District Affidavit of Domestic Partnership (Exhibit G).
- 22.11.1 A District domestic partnership exists when all of the following occur:
- 22.11.1.1 Both persons have a common residence.
 - 22.11.1.2 Both persons share the common necessities of life and agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
 - 22.11.1.3 Neither person is married nor a member of another domestic partnership.
 - 22.11.1.4 The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
 - 22.11.1.5 Both persons are at least 18 years of age and are mentally competent to consent to contract.
 - 22.11.1.6 It has been at least six months since either of the two parties has filed a statement of termination of a previous District domestic partnership affidavit with the Livermore Valley Joint Unified School District.
 - 22.11.1.7 The two parties agree to notify the Livermore Valley Joint Unified School District Human Resources Office if there is a change in the circumstances attested to in the affidavit or if the District domestic partnership is terminated.
- 22.11.2 Termination: A District domestic partnership shall terminate when any of the following occurs:
- 22.11.2.1 One partner gives or sends to the other partner a notarized, written notice that he or she is terminating the partnership.
 - 22.11.2.2 One of the domestic partners dies.
 - 22.11.2.3 One of the domestic partners marries.
 - 22.11.2.4 The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health related requirements shall not constitute the cessation of common residence.
 - 22.11.2.5 Upon termination of the partnership, the bargaining unit member shall notify the District by filing a Statement of Termination of Domestic Partnership (Exhibit H). The form shall include a statement whereby the bargaining unit member shall certify under penalty of perjury that he or she notified his or her domestic partner of the termination of the partnership. All benefits provided by this section shall cease as of the last day of the month following the receipt of the Statement of Termination of Domestic Partnership.

22.11.2.6 The Statement of Termination must be filed within thirty (30) days of the end of the domestic partnership. If the District suffers any loss as a result of the bargaining unit member's failure to file the statement, the bargaining unit member shall be liable to the District for actual loss engendered by the failure to receive notice that the District domestic partnership has been terminated.

22.12 Application and Terms

22.12.1 In order to receive any benefit provided for by this section, a bargaining unit member and his or her domestic partner shall complete, have notarized, and file with the District a Livermore Valley Joint Unified School District Affidavit of Domestic Partnership (Exhibit G).

22.12.2 The form shall also include a signed statement indicating that the bargaining unit member agrees that he or she is required to reimburse the District for any expenditures made by the District for any administrative charges or other costs on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

22.12.3 Employer-paid health coverage for the domestic partner and dependents is considered taxable income to the bargaining unit member unless the domestic partner/dependent is a dependent as that term is defined by Section 152(a) of the Internal Revenue Code. This benefit coverage is subject to federal income tax and must be reported as imputed income on the employee's Form W-2. The District must pay FICA and Medicare taxes on these amounts and ensure adequate withholding.

22.12.3.1 The non-bargaining unit member domestic partner does not have rights to continuing coverage under federal law through COBRA.

22.12.3.2 The District shall be indemnified by the bargaining unit member against any legal action pursued by another party under community property, contract, or family laws.

ARTICLE 23: RETIREE HEALTH BENEFIT TRUST

- 23.1 A trust fund to help pay toward medical, dental and/or vision benefits shall be established and maintained on behalf of eligible retirees. Eligible retirees shall be those bargaining unit members represented by the LEA bargaining unit who retire from District employment after August 31, 1989 and meet the qualification requirements of Article 23.
- 23.2 Each year the District shall deposit into the trust fund \$250.00 for each full time equivalent represented by the LEA bargaining unit. This amount is to be jointly funded by the District and all bargaining unit members represented by the LEA bargaining unit. The amount of funding by the bargaining unit members represented by the LEA bargaining unit was achieved by reducing the 90/91 salary schedule by \$125 (one hundred twenty-five dollars) per cell and that dollar amount became the contribution to the trust by all bargaining unit members represented by the LEA bargaining unit. No bargaining unit member shall have a vested right in or have any entitlement to the amounts contributed into the trust fund in the form of a cash distribution.
- 23.3 The District shall deposit said funds by August 1st of each fiscal year based on the projected number of full time equivalents of all bargaining unit members represented by the LEA bargaining unit.
- 23.4 The actual number of full time equivalents referred to in Section 23.3 shall be the number of bargaining unit members represented by the LEA bargaining unit who are employed on October 31st of each year. Adjustments in the amount deposited into the trust fund shall be made, if necessary.
- 23.5 A Board of Directors of the trust fund shall be established to administer the trust fund pursuant to the trust agreement and declaration of trust.
- 23.6 The trust agreement and declaration of trust document shall become a part of this contract. After the execution of the trust agreement and declaration of trust by the District and LEA, any dispute resulting in a deadlock or failure to take an action by the members of the Board of Directors of the trust fund shall be subject to the arbitration provisions of Article 9 of such trust agreement and declaration of trust. Further, after said execution, any disputes regarding retiree medical, dental and/or vision benefits or actions of the Board of Directors shall not be subject to the grievance/arbitration procedures of any collective bargaining agreement between the District and LEA.
- 23.7 To be eligible to qualify for benefits, retirees must have been employed for the minimum or equivalent of ten years of full time service, retire under STRS or PERS and maintain medical, dental and/or vision coverage under any plan which is available to District employees in the LEA unit subject to restrictions placed by insurance carriers. Benefits shall continue for the life of the retiree. Benefits shall commence at age 65. The initial benefit provided by the trust fund was \$110.00 per month. The Retiree Health Benefit Trust Board of Directors determines the amount of the benefit on a yearly basis and notifies the eligible retirees of the current amount.
- 23.7.1 Upon the retiree's death, the retiree's surviving spouse or registered domestic partner shall become entitled to receive the current benefit if such surviving spouse or registered domestic partner:
- 23.7.1.1 Is the legal spouse or registered domestic partner of the retiree at the time of his or her death.
- 23.7.1.2 Has been married or registered as domestic partner to the retiree at least one full year before his or her death.

23.7.1.3 Has attained age 65.

23.7.1.4 Maintains medical, dental and/or vision coverage under any plan which is available to District employees in the LEA unit subject to restrictions placed by insurance carriers.

23.7.2 All rules relating to the governance of the trust, the management and dispersion of the trust funds shall be subject to the Trust Document.

23.8 The retiree or eligible surviving spouse or registered domestic partner must choose coverage under a medical, dental and/or vision plan available to employees active in the LEA bargaining unit subject to the restrictions placed by insurance carriers. A retired bargaining unit member or eligible spouse or registered domestic partner may request the Board of Directors of the trust fund as established under Section 23.5, to approve a medical, dental and/or vision plan which is not available to members of the LEA bargaining unit for the payment from the Fund. Subject to the approval of said Board of Directors, the Fund may provide payments to a non-District plan based on the following requirements:

23.8.1 The retired bargaining unit member or eligible surviving spouse or registered domestic partner is covered under a spouse's or registered domestic partner's medical, dental and/or vision plan which requires the retired bargaining unit member or eligible spouse or registered domestic partner to self-pay for a portion or all of such coverage.

23.8.2 The retired bargaining unit member or eligible surviving spouse or registered domestic partner provides the Board of Directors with satisfactory proof, as determined by the Board of Directors, that medical, dental and/or vision coverage by a spouse's or registered domestic partner's plan is provided to the retired bargaining unit member.

23.8.3 If approved, the Fund shall provide the Board determined amount per month for such retired bargaining unit member or eligible spouse or registered domestic partner for direct payment to the non-District medical, dental and/or vision plan and such amount shall not exceed the actual cost of the retired bargaining unit member's coverage.

23.9 If a retired bargaining unit member moves to a geographical area which is not covered by the District's medical, dental and/or vision plan(s) covering bargaining unit members represented by the LEA bargaining unit, the retired bargaining unit member may elect to be covered by a medical, dental and/or vision plan available in such an area subject to approval by the Board of Directors. If such plan(s) are approved, the Fund shall provide the Board determined amount per month for each eligible bargaining unit member directly to the insurance carrier. In no case, however, shall the Fund provide an amount in excess of the actual cost of the medical, dental and/or vision coverage.

A surviving spouse or registered domestic partner of a deceased retiree may request the Board of Directors to provide payment to a non-District plan provided the following conditions are met. Such surviving spouse or registered domestic partner must be eligible to receive retiree medical, dental and/or vision benefits from the District under Section 23.7, and reside in a geographical area which is not covered by any of the District's plans covering active bargaining unit members represented by the LEA bargaining unit. If such plan(s) are approved, the Fund shall provide the Board determined amount per month for each eligible surviving spouse or registered domestic partner directly to the insurance carrier which shall not exceed the actual cost of the medical, dental and/or vision coverage.

23.10 Bargaining unit members shall not be vested in retiree medical, dental or vision benefits provided by the trust until retirement from the Livermore Valley Joint Unified School District and the eligibility requirements for benefits are met. Bargaining unit members leaving the employ of the District before

retirement shall not be entitled to receive any benefit or remuneration from the trust fund. Under no circumstances shall cash payment be distributed to individuals.

23.11 Implementation of the LEA Contribution to the Trust Fund

23.11.1 The District shall deposit the amount of the LEA's contribution (\$125 per FTE) with the Trust fund from the appropriate 1000 series account.

23.11.2 The LEA contribution to the retirement trust was achieved by reducing each cell of the 1990-1991 salary schedule by \$125. This reduction took place at the end of the 1990-1991 school year.

23.12 Further District Contribution to the Trust

23.12.1 Beginning with the 1997/98 school year the District agrees to set aside \$70,000 which shall be utilized to increase the monthly health benefit trust payment, pending an actuarial study and pending the approval of the trust board.

ARTICLE 24: RETIREMENT INCENTIVE PROGRAM

- 24.1 The District will provide voluntary retirement incentives for the LEA bargaining unit. A certificated bargaining unit member may initiate application to participate in one of the incentive plans described below. Participation will be approved by the District.
- 24.2 Written application for a Retirement Incentive Program shall be the responsibility of the certificated bargaining unit member. All applications will be processed through the Human Resources Office. It shall be the responsibility of the Human Resources Office to inform the bargaining unit member of the financial implications of the retirement options available. The bargaining unit member shall analyze his/her status with regard to the benefits of each option.
- 24.3 All Retirement Incentive Programs as defined in this Agreement may be initiated during the term of this Agreement. Certificated bargaining unit members wishing to take advantage of one of these retirement incentive programs should make application through the Human Resources Office by February 1 of that year when the bargaining unit member plans to retire.
- 24.4 Option Number One
- Welfare Benefits, (Medical, Dental, Vision) Provided by the District
- 24.4.1 The bargaining unit member shall have attained the age of fifty-five (55) or more.
- 24.4.2 The bargaining unit member shall be receiving STRS or PERS retirement benefits.
- 24.4.3 The bargaining unit member shall have been a full time certificated bargaining unit member of the District for at least ten (10) years or the equivalent of ten (10) years of full-time service (e.g. 20 years as a .5 F.T.E. bargaining unit member) or shall have participated in Option Number Two.
- 24.4.4 The level of District contribution toward medical, dental and vision benefits will be consistent with the current benefit contribution provided to all bargaining unit members.
- 24.4.5 For bargaining unit members retiring prior to July 1, 2006, benefit coverage will include the bargaining unit member, bargaining unit member's spouse or registered domestic partner and eligible dependents. For bargaining unit members retiring between July 1, 2006 and June 30, 2010, benefit coverage will include only the bargaining unit member.
- 24.4.6 Bargaining Unit Members retiring after June 30, 2006, may choose to continue medical, dental and/or vision coverage for their spouse or registered domestic partner and eligible dependents by paying premiums through the District benefit program so long as the carrier will provide insurance.
- 24.4.7 The benefits shall continue to age 65 or for not more than seven (7) years after retirement, whichever occurs first. Prior bargaining unit members no longer eligible for Option 1, may choose to continue medical, dental and/or vision coverage by paying premiums for themselves, their spouse or registered domestic partner and eligible dependents through the current health care administrator so long as the carrier will provide insurance.
- 24.4.8 After age 65, prior Bargaining Unit Members no longer eligible may choose to continue medical, dental and/or vision coverage by paying premiums for self, spouse or registered domestic partner and/or eligible dependents through the Retiree Benefit Trust Administrator so

long as the carrier will provide insurance.

- 24.4.9 Upon electing to participate in this Retirement Incentive Program the bargaining unit member may not return as a regular certificated bargaining unit member of the District.
- 24.4.10 The certificated bargaining unit member wishing to participate in this Retirement Incentive Program shall notify the Human Resources Office by February 1 of that year when the bargaining unit member plans to retire.
- 24.4.11 The dependent(s) of a prior bargaining unit member who retired before July 1, 2006 and who died prior to the end of the eligibility period will continue to receive benefits for the remainder of the eligibility period.
- 24.4.12 A retired prior bargaining unit member who moves outside the service area of his/her existing health plan may request that the District send the same premium amount currently paid to a different health plan. The prior bargaining unit member may be required to prepay the difference in premium amount to the District in advance of the premium due date. If the District does not receive the prepay amount from the prior bargaining unit member, the District shall not be responsible for any lapse in coverage caused by such failure or delay on the prior bargaining unit member's part.
- 24.4.13 The District contribution to retiree health benefits shall be maintained per current contract language until June 30, 2010. For retirements effective on or after July 1, 2010, the maximum District contribution to health benefits shall be reduced from \$10, 000 to \$7,500 annually.

24.5 Option Number Two

- 24.5.1 Pre-Retirement Part-Time Employment Incentive Plan.
- 24.5.2 The certificated bargaining unit member shall have attained the age of fifty-five (55) or more.
- 24.5.3 District and bargaining unit member contributions to S.T.R.S. shall be as though the bargaining unit member received a full time salary.
- 24.5.4 The certificated bargaining unit member shall have been a full time certificated bargaining unit member of the District for at least ten (10) years of which the immediately preceding five (5) consecutive years were full time employment within the District.
- 24.5.5 The bargaining unit member shall receive medical, dental, and/or vision benefits as offered to the full time certificated bargaining unit members of the District.
- 24.5.6 Upon electing to participate in this Retirement Incentive Program the certificated bargaining unit member may not return as a regular full time certificated bargaining unit member of the District except by mutual agreement of the bargaining unit member and the District.
- 24.5.7 The option of part-time employment shall be initiated at the request of the certificated bargaining unit member and can be enacted upon action of the District.
- 24.5.8 The certificated bargaining unit member shall be paid a salary, which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment.

- 24.5.9 The part-time employment shall be equivalent of one half (1/2) of the full time of service required by the bargaining unit member contract for the new part-time position.
 - 24.5.10 A bargaining unit member may not participate in this plan for more than ten (10) consecutive years.
 - 24.5.11 A certificated bargaining unit member who is on part-time status shall advance on the salary schedule in accordance with District guidelines.
 - 24.5.12 The District shall develop a standardized form in consultation with the Association, for use in the application and approval process.
 - 24.5.13 The final determination as to which certificated bargaining unit member will participate in this program and the form of the part-time employment shall be at the discretion of the District.
 - 24.5.14 The District reserves the right to remove a bargaining unit member from this part-time employment plan if demonstrated performance is deemed to be substandard (as per Education Code provisions).
 - 24.5.15 Seniority status will apply (as per Education Code provisions).
 - 24.5.16 The certificated bargaining unit member wishing to participate in this Retirement Incentive option shall notify the Human Resources Office by February 1, of that year when the bargaining unit member plans to retire.
 - 24.5.17 The bargaining unit member participating in this retirement incentive plan shall participate, if available, in interviews of applicants for the other portion of the bargaining unit member's position.
- 24.6 Option Number Three
- 24.6.1 Consultant Service Retirement Incentive Plan.
 - 24.6.2 The certificated bargaining unit member shall have attained the age of fifty-five (55) or more.
 - 24.6.3 The certificated bargaining unit member shall be receiving S.T.R.S. benefits.
 - 24.6.4 The certificated bargaining unit member shall have been a full time certificated bargaining unit member of the District for at least ten (10) years of which the immediately preceding five (5) consecutive years were full time employment within the District.
 - 24.6.5 The bargaining unit member may continue to pay medical, dental and/or vision coverage premiums for self, spouse or registered domestic partner, and/or eligible dependents through the District benefit program.
 - 24.6.6 Upon electing to participate in this Retirement Incentive Program the certificated bargaining unit member may not return as a regular certificated bargaining unit member of the District.
 - 24.6.7 A certificated bargaining unit member may not participate in this Retirement Incentive Plan for more than five (5) years.
 - 24.6.8 No service will be rendered other than those specifically allowed by the Education Code.

24.6.9 Contract

- 24.6.9.1 A contract with the certificated bargaining unit member opting for this Retirement Incentive Program shall be based on the needs of the District and the qualifications and experience of the applicant.
- 24.6.9.2 The contract shall include a statement of the compensation which shall not exceed \$5,000 per year.
- 24.6.9.3 If a participant in this plan elects to continue medical, dental or vision coverage benefits during the period of the contract he/she shall pay all premium costs to the District.
- 24.6.9.4 The bargaining unit member shall be paid a per diem, which is prorated on his/her last year's salary just prior to the initiation of this option.
- 24.6.9.5 The District reserves the right to remove a bargaining unit member from this Consultant Service Retirement Incentive Plan if performance is deemed to be substandard.

24.6.10 The certificated bargaining unit member wishing to participate in this Retirement Incentive Program shall notify the Human Resources Office by February 1, of that year when the bargaining unit member plans to retire.

ARTICLE 25: ELEMENTARY JOB SHARE ASSIGNMENTS

25.1 Definitions and Timelines

- 25.1.1 A Job Share Assignment: Elementary job sharing is defined as a plan whereby two (2) elementary bargaining unit members agree to share one full-time bargaining unit position (1FTE). A ratio of 50/50 job share is preferred and in no event shall a job share involve a classroom teacher working less than a 40 percent of a full time assignment.
- 25.1.2 Elementary bargaining unit members eligible to participate in a job share are permanent bargaining unit members with satisfactory evaluations, bargaining unit members on Retirement Program Option 2, "Willie Brown," and permanent part-time bargaining unit members with satisfactory evaluations.

25.2 Elementary Job Share Assignment

- 25.2.1 Elementary bargaining unit members covered by the terms and provisions of this Agreement who choose to render paid service to the District in other than full time equivalent positions, shall be entitled to request Board approval to serve in a job share arrangement.
- 25.2.2 An elementary job share assignment is initiated by submission of a job share assignment plan to the site administrator where the job share would occur. The job share assignment plan shall include:
 - 25.2.2.1 A proposed work year calendar including specific responsibilities for work days and staff development buy back days;
 - 25.2.2.2 Description of elementary job share partners' responsibilities for mandatory non-teaching duties;
 - 25.2.2.3 Description of elementary job share partners' responsibilities for mandatory curricular duties;
 - 25.2.2.4 Description of how the elementary job share partner will provide consistency for students in classroom management, discipline, curriculum and instruction;
 - 25.2.2.5 Description of how the elementary job share partners will address classroom organizational responsibility, such as report cards, grading, parent communication and involvement, volunteers, classroom budget, curricular materials and physical environments;
 - 25.2.2.6 Description of how the elementary job share partners will coordinate ongoing joint planning and communication; and
 - 25.2.2.7 An application for a partial unpaid leave.
- 25.2.3 Applications shall be made available by the Human Resources Department by November 1 of the year preceding the proposed job share. Elementary job share applications shall be filed by the last work day in January of the year preceding the proposed job share. Applicants shall be notified of the District's decision within five days following the first Board meeting in February.

- 25.2.4 Approval and Length of Leave
 - 25.2.4.1 An outline of the required components of the plan is available from any site administrator or the Human Resources Office.
 - 25.2.4.2 An elementary job share assignment shall be granted for one year. Applicants must reapply yearly.
- 25.2.5 Evaluation – The effectiveness of a teaching partner or team member shall in no way be reflected in the evaluation of any bargaining unit member.
- 25.3 Health, Dental, and Vision Benefits
 - 25.3.1 Job-sharing bargaining unit members may authorize payroll deductions to complete the premium(s) for fully paid health, dental and vision plans. Each job share participant is entitled to that percentage of District paid health benefits that are commensurate with his/her percentage of FTE, and the total shall not exceed 100%.
- 25.4 Elementary Job Share Return Rights (See also Order of Eligibility for Vacancies, Appendix I) If two bargaining unit members are returning from a job share at the same time, the bargaining unit member with greater seniority shall be placed at the current work site first. The remaining job share partner shall be considered for vacancies in accordance with the order of eligibility outlined in Appendix I, “Order of Eligibility for Vacancies in Positions Represented by the LEA Bargaining Unit.”
- 25.5 Interrupted Job Shares – If one partner is unable to fulfill their job share arrangement, the remaining partner shall have the option(s) to:
 - 25.5.1 If possible, return to full time equivalency under the criteria established in 26.7.3 (Voluntary Leave);
 - 25.5.2 If possible, find another bargaining unit member to job share, with consent of the Principal;
 - 25.5.3 Request help from Human Resources in finding another partner within the District;
 - 25.5.4 If mutually agreed between the Principal and bargaining unit member, find a long-term substitute able to finish out the school year.
- 25.6 Written Agreement - A job share assignment may occur when a written agreement is executed between a bargaining unit member and the District, subject to board approval. Failure to execute a written agreement by the deadline automatically returns the bargaining unit member to his/her prior full time equivalent status.
- 25.7 Payroll Deductions – Bargaining unit members covered by this Article shall be afforded the same payroll deduction rights as are given all other bargaining unit members.
- 25.8 Work Year – Bargaining unit members covered by this Article shall have their work year adjusted to conform to the configuration of the agreed upon plan as outlined in the Job Share Assignment Application schedule which must be approved by the bargaining unit member’s immediate supervisor.
- 25.9 Work Day – Bargaining unit members covered by this Article shall have their work day adjusted to conform to the configuration of the agreed upon plan as outlined in the Job Share Assignment Application which must be approved by the bargaining unit member’s immediate supervisor.

- 25.10 Leaves – Bargaining unit members covered by this Article shall have their sick leave, personal necessity leave, personal leave, salary, and any other appropriately designated benefits prorated on the basis of actual time of assignment.
- 25.11 Wages
- 25.11.1 Wages for bargaining unit members covered by this Article shall be determined by placement on the salary schedule as per full time bargaining unit member, prorated according to actual time of assignment.
- 25.11.2 Longevity, column movement, and other specified terms and conditions on the printed salary schedule shall accrue according to the fractional basis of service rendered.
- 25.12 Class Size – An elementary job-sharing assignment shall not be a factor in determining class size.
- 25.13 Records – The Human Resources Office shall respond to requests by the LEA president or his/her designee to review job share records.

ARTICLE 26: LEAVES

Bargaining unit members shall utilize the “Employee Request for Leave” form found in Appendix J for all leaves except sick leave. Teachers on a pre-approved leave (other than full year or full term leaves) will provide lesson plans for substitutes for the first ten (10) consecutive days of the leave. For leaves that exceed ten (10) consecutive days, the teacher will provide a pacing guide for the remainder of the leave.

26.1 Sick Leave

- 26.1.1 A bargaining unit member shall be entitled to ten (10) days leave per year for reasons of personal illness or injury. Accumulation of sick leave is unlimited. In addition to the use of personal necessity leave under section 26.2, bargaining unit members may utilize up to three (3) of the ten (10) sick leave days under this section annually for reasons of illness or injury of a family member, as defined in section 26.3.2, who is living in the unit member’s immediate household.
- 26.1.2 A bargaining unit member employed less than full time shall have his/her ten (10) days prorated.
- 26.1.3 Upon retirement, if allowed by the State Teachers’ Retirement System (STRS), a bargaining unit member may convert any accumulated sick leave to service retirement credit.
- 26.1.4 Bargaining unit members are eligible to have all accumulated sick leave transferred in accordance with Education Code Sections 44979 and 44980.
- 26.1.5 Bargaining unit members shall exhaust all accrued sick leave and differential pay during Family and Medical Care Leave for the bargaining unit member’s own serious health condition. Family and Medical Care Leave is to run concurrently with accrued sick leave and differential pay.
 - 26.1.5.1 In order to be eligible to receive Differential Pay as described in Education Code Section 44977, employee may be counseled by HR and/or asked to provide verification from a licensed medical professional.

26.2 Personal Necessity Leave

- 26.2.1 A bargaining unit member may use accumulated sick leave for personal necessity reasons.
- 26.2.2 No such accumulated leave in excess of seven (7) days may be used in any school year.
- 26.2.3 Personal necessity leave shall be for something that could not be accomplished at times other than school hours.
- 26.2.4 Personal necessity leave shall not be for less than 1/2 day (3 hours and 15 minutes); any fraction of a day less than 1/2 day shall be counted as 1/2 day.
- 26.2.5 Personal necessity leave shall, normally, only be approved in advance. (Exception: In case of an emergency when it is impossible to secure advance approval. In this event, application shall be filed within two (2) school days after returning to school.)
- 26.2.6 Applications for Personal Necessity Leave shall be submitted on forms provided and available in the principal's office.

- 26.2.7 Applications should be submitted early enough in advance to reach the Human Resources Office two (2) days in advance of the requested leave.
- 26.2.8 Some guidelines for Personal Necessity Leave:
- Business
 - Family
 - Legal
 - Other compelling personal need
- 26.3 Bereavement Leave - Bereavement leave shall be taken in accordance with the following:
- 26.3.1 The District allows three (3) days bereavement leave with pay for deaths in the immediate family within a radius of 250 miles; five (5) days are allowed for deaths within the immediate family outside a radius of 250 miles.
- 26.3.2 Members of the immediate family are defined as follows: mother, father, mother-in-law, father-in law, spouse, domestic partner, grandmother, grandfather, son, son-in-law, daughter, daughter-in law, brother, sister, foster parent, foster child, stepparent, stepchild, grandchild, step grandchild, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or cousin of the bargaining unit member, bargaining unit member's spouse, or bargaining unit member's domestic partner as well as any relatives living in the immediate household.
- 26.3.3 The District may grant bereavement leave for relatives other than those listed above. The bargaining unit member may request such a leave by indicating his/her relationship to the deceased and stating the reason for requesting the exception. The bargaining unit member's request shall automatically be sent by the Human Resources Office to the Board of Education or its designee for consideration as an exception to 26.3.2 above.
- 26.3.4 Bereavement leave under this Agreement is only applicable to bargaining unit members during the normal school year.
- 26.4 Pregnancy Maternity Disability, and Parental Baby-Bonding Leave
- 26.4.1 A letter from the bargaining unit member's physician verifying pregnancy and approximate delivery date shall be filed in the District Human Resources Office.
- 26.4.2 The bargaining unit member shall have her physician verify the period of time she is disabled and cannot perform the function of her assignment. A bargaining unit member may use sick leave if physically disabled and unable to render service to the District as a direct result of the pregnancy.
- 26.4.3 Utilization of Sick Leave: During that period of time during which the unit member is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her sick leave pursuant to section 26.1.
- 26.4.4 A bargaining unit member temporarily disabled as a result of pregnancy, termination of pregnancy or childbirth may return to duty at any time she is physically able to render full and complete service to the District.
- 26.4.5 Upon returning to duty as a result of her temporary disability, the bargaining unit member must file a doctor's verification that she is physically able to render full and complete service to the District.

26.5 Parental Leave

- 26.5.1 Upon confirmation of pregnancy, termination of pregnancy leave or the determination on the part of the bargaining unit member to raise a child within one (1) year following childbirth or upon adoption or foster care of a child, a bargaining unit member may request maternity/paternity leave.
- 26.5.2 Parental Leave: Unit members who qualify under the California Family Rights Act (“CFRA”) may choose to take up to 12 work weeks of parental leave. Sick leave will be applied towards these 12 work weeks of parental leave until all sick leave is exhausted. Thereafter, the unit member may use differential leave pursuant to Education Code section 44977.5 for the balance of the bonding period up to 12 work weeks. A work week is any week in which the school is open three (3) or more days.
- 25.2.5.1 In the event that both parents are employed by the District, this leave may be limited to one (1) 12 work week period, which may be divided up between both parents as described in the California Code of Regulations Section 11088. (2CCR § 11088)
- 26.5.3 Bargaining unit members given leaves of absence under this section shall sign an agreement indicating the length of leave and expiration date.
- 26.5.4 The District shall notify the bargaining unit member in writing no less than forty-five (45) days prior to the expiration of the leave requesting verification of bargaining unit member intent. A copy of said letter shall be considered proof of notification.
- 26.5.5 For bargaining unit members on leave as of January 1 through the remainder of the school year: (a) By January 5, the District shall notify bargaining unit members by US Mail of their duty to state their intent to return or not to return for the succeeding school year, (b) By February 5, the bargaining unit member shall respond by written communication, (c) Failure to notify the District by February 5 of the bargaining unit member’s intent to return is notice that the bargaining unit member will not be returning, that position is then vacant, and as of February 5 the bargaining unit member is deemed to have resigned irrevocably as of June 30.
- 26.5.6 Maternity/Paternity leave taken prior to childbirth shall extend through the full period of pregnancy at a minimum.

26.6 Leave for Health

- 26.6.1 Any permanent bargaining unit member of the District may be granted leave of absence for a defined period of time for reasons of health as verified by a licensed medical professional.
- 26.6.1.1 Compensation may be granted for such leaves with proper medical verification.
- 26.6.1.2 A permanent bargaining unit member may request a health leave without compensation due to personal illness or accident.
- 26.6.1.3 Bargaining unit members shall exhaust all accrued sick leave and differential pay during Leave for Health for the bargaining unit members’ own serious health condition. Leave for Health is to run concurrently with accrued sick leave and differential pay.

26.7 Voluntary Leave

- 26.7.1 Permanent bargaining unit members, with ninety (90) calendar days prior notice to the Human Resources Office, may request a leave of absence without compensation. The unit member shall specify the reason for the request unless to do so would cause the divulging of personal information of the kind that would normally be considered confidential. Approval or denial of such requests is at the sole discretion of the Board of Education.
- 26.7.2 For bargaining unit members on leave as of January 1 through the remainder of the school year: (a) By January 5, the District shall notify bargaining unit members by US Mail of their duty to state their intent to return or not to return for the succeeding school year, (b) By February 5, the bargaining unit member shall respond by written communication, (c) Failure to notify the District by February 5 of the bargaining unit member's intent to return is notice that the bargaining unit member will not be returning, that position is then vacant, and as of February 5 the bargaining unit member is deemed to have resigned irrevocably as of June 30. Bargaining unit members may apply for an extension at least thirty (30) calendar days prior to the end of first leave. Extension of voluntary leave shall be at the discretion of the Board and only granted for extraordinary circumstances.
- 26.7.3 Upon returning from a voluntary leave, the bargaining unit member shall follow Appendix I, "Order of Eligibility for Vacancies in Positions Represented by the LEA Bargaining Unit."
- 26.7.4 Bargaining unit members may not be employed in public education while on leave.
- 26.7.5 A bargaining unit member may suspend the leave in an emergency situation and apply for available positions, including substitute positions, for the duration of the original leave.

26.8 Educational Improvement Leave

- 26.8.1 With ninety (90) calendar days prior notice to the Human Resources Office, educational improvement leaves may be granted to bargaining unit members who have completed two (2) full years of the probationary period.
- 26.8.2 Educational leaves shall be granted at the discretion of the District and such leaves shall be without compensation.
- 26.8.3 Such leaves may be granted for not less than one semester nor more than one year.
- 26.8.4 An extension of the educational leave may be granted at the discretion of the Board where completion of the courses require more than one year and where the District shall benefit educationally from such study.
- 26.8.5 Bargaining unit members given leaves of absence under this section shall sign an agreement indicating the length of leave and expiration date.
- 26.8.6 The bargaining unit member shall give the Superintendent written notice no fewer than ninety (90) calendar days before expiration date of leave, or before April 1, whichever is earlier, of intent to return.
- 26.8.7 For bargaining unit members on leave as of January 1 through the remainder of the school year (a) By January 5, the District shall notify bargaining unit members by US Mail of their duty to

state their intent to return or not to return for the succeeding school year, (b) By February 5, the bargaining unit member shall respond by written communication, (c) Failure to notify the District by February 5 of the bargaining unit member's intent to return is notice that the bargaining unit member will not be returning, that position is then vacant, and as of February 5 the bargaining unit member is deemed to have resigned irrevocably as of June 30.

26.8.8 A bargaining unit member returning from Educational Leave shall receive the salary to which he/she would have been entitled had the bargaining unit member remained a bargaining unit member of the District, provided the bargaining unit member works at least 75 percent of the school year.

26.8.9 Bargaining unit members applying for Educational Leave may additionally receive credit on the salary schedule for one (1) year's experience if also approved by the Board.

26.9 Jury Duty

26.9.1 Upon notification of jury duty, the bargaining unit member shall immediately inform his/her immediate administrator and the Human Resources Office.

26.9.2 Bargaining unit members who are called for jury duty shall be granted leave with pay.

26.9.3 Juror's fees, exclusive of mileage received by the bargaining unit member, shall be deposited to the credit of the District.

26.9.4 If jury duty requires 1/2 day or less time from the bargaining unit member's normal duty site, the bargaining unit member shall return to his/her duty site and through mutual agreement between bargaining unit member and site administrator shall be able to work on matters directly related to employee's assignment.

26.9.5 A bargaining unit member who is absent due to jury duty shall file an absence report with the Human Resources Office for each day or portion of a day that he/she is absent.

26.10 Leaves Due to Court Subpoena

26.10.1 Whenever a bargaining unit member is subpoenaed as a witness in a case in which the District is a participant, the bargaining unit member shall be released for appearance in court without loss of pay.

26.10.2 No salary deductions shall be made for absences if the bargaining unit member is under a subpoena in a court case in which he/she is not an interested party or a voluntary witness.

26.10.3 No salary shall be paid in cases where a bargaining unit member is a voluntary witness appearing in his/her own interests.

26.10.4 Witness fees, exclusive of mileage, received by the bargaining unit member shall be deposited to the credit of the District.

26.11 Military Leave

26.11.1 Full-time bargaining unit members who are members of the Armed Services or other military reserve components may be given military leaves of absence with pay when called to active duty or training exercises.

26.11.2 The bargaining unit member shall submit an order or statement from the appropriate military commander in advance as evidence of such duty. The order or statement must accompany the formal request for leave.

26.12 Leave for Special Assignment

26.12.1 Definitions

26.12.1.1 Teachers on Special Assignment: A certificated, non-management bargaining unit member working on a special project within the District. The project location may be at a school site or the District Office.

26.12.1.2 Project Term: The planned duration of the projects that will require a Teacher on Special Assignment.

26.12.1.3 Position Term: The planned duration of a position that will require a Teacher on Special Assignment.

26.12.2 Teachers on Special Assignment positions shall be posted following HR procedures and shall be open to all bargaining unit members. Descriptions of position terms, and project terms shall be included in the posting.

26.12.3 For position terms of one year or less, a temporary teacher shall be placed in the transferred teacher's position. At the completion of the position term, the teacher on special assignment may exercise the option of returning to the previously held position(s).

26.12.4 For position terms longer than one year, a temporary teacher shall be hired by the District. At the end of the Position Term, the teacher on special assignment may exercise the option of returning to any open position for which he/she is qualified.

26.12.5 Position terms shall be limited to a maximum of three years.

26.13 Leave for Political Activities

26.13.1 Leave without pay shall be granted to any permanent certificated bargaining unit member who is appointed or elected as a member of the State Legislature. During such leave of absence, the bargaining unit member may remain a part-time bargaining unit member as may be mutually agreed upon with the Board of Education.

26.13.2 Unless otherwise agreed on prior to taking leave, bargaining unit members returning from such full time leave shall be entitled to return to the same position held at the time the leave was granted and shall receive the salary to which he/she would have been entitled had the bargaining unit member remained a bargaining unit member of the District.

26.13.3 Bargaining unit members shall return to the District within six (6) months of leaving office.

26.13.4 For bargaining unit members on leave as of January 1 through the remainder of the school year: (a) By January 5, the District shall notify bargaining unit members by US Mail of their duty to state their intent to return or not to return for the succeeding school year, (b) By February 5, the bargaining unit member shall respond by written communication, (c) Failure to notify the District by February 5 of the bargaining unit member's intent to return is notice that the bargaining unit member will not be returning, that position is then vacant, and as of February 5 the bargaining unit member is deemed to have resigned irrevocably as of June 30.

- 26.14 Partial Unpaid Leave: Applies to a bargaining unit member who chooses to reduce his/her position in accordance with requirements of this section.
- 26.14.1 Partial unpaid leave may occur when a written agreement is executed between a bargaining unit member and the District, subject to Board approval. For a bargaining unit member on a partial unpaid leave, failure to execute a written agreement automatically reverts the bargaining unit member to his/her prior full time equivalent status.
- 26.14.2 Partial unpaid leave of absence shall be for no more than five (5) consecutive years, unless otherwise directed by the Board.
- 26.14.3 For bargaining unit members on leave as of January 1 through the remainder of the school year: (a) By January 5, the District shall notify bargaining unit members by US Mail of their duty to state their intent to return or not to return for the succeeding school year, (b) By February 5, the bargaining unit member shall respond by written communication, (c) Failure to notify the District by February 5 of the bargaining unit member's intent to return is notice that the bargaining unit member will not be returning, that position is then vacant, and as of February 5 the bargaining unit member is deemed to have resigned irrevocably as of June 30.
- 26.15 Personal Leave
- 26.15.1 Bargaining unit members shall be entitled to one (1) personal leave day per year which shall not be deducted from any sick leave or any other leave bank as established by this Agreement. Such personal leave day shall require at least two (2) days prior notice to the Human Resources Office that such leave is to be taken.
- 26.15.2 One day of unused Personal Leave may be carried over for use only in the year following the year in which it is earned. If a bargaining unit member does not use his/her personal leave day in the second year, one unused personal leave day shall automatically be converted to sick leave.
- 26.16 Discretionary Leave
- 26.16.1 A bargaining unit member may request Discretionary Leave for "once-in-a-lifetime" opportunities.
- 26.16.1.1 It is intended that this leave be used for those very special and unusual circumstances when it would be to both the bargaining unit member's and the District's advantage that the bargaining unit member be absent. It is not intended that Discretionary Leave be used for vacations, hunting or fishing trips, family reunions, winter cruises during the off season, and the like.
- 26.16.1.2 A bargaining unit member granted Discretionary Leave shall reimburse the District for the cost of his or her substitute.
- 26.16.1.3 A review panel consisting of a District and an LEA representative shall be created to review and make recommendations on all requests for Discretionary Leave. The Superintendent's decision on the granting of a request for Discretionary Leave shall be final and not subject to the grievance process.

26.16.1.4 Discretionary Leave shall be granted for not more than 10 calendar days and shall be granted only once to a bargaining unit member during his or her employment with the District.

26.17 Family and Medical Care Leave

26.17.1 Definitions

26.17.1.1 “Immediate Family” is defined as parent, spouse, or child for the purposes of this article only. Under state law it also includes registered domestic partner. It does not include any domestic partner under federal law.

26.17.1.2 “Serious health condition” is defined as an illness, injury, impairment, or physical or mental condition that involves any of the following:

26.17.1.2.1 Inpatient care in a hospital, hospice, or residential health care facility. Continuing treatment or continuing supervision by a health care provider. Examples of serious health conditions include but are not limited to: cancer, heart attacks, strokes, severe respiratory conditions, spinal injuries, emphysema, severe arthritis, severe nervous disorders, and Alzheimer’s.

26.17.2 Bargaining unit members shall be entitled to take family and medical care leave in accordance with state and federal law, which leave shall be coordinated with existing leave provided pursuant to this article and pursuant to the Education Code.

26.17.3 Family and Medical Care Leave under State law shall be available for:

26.17.3.1 The bargaining unit member’s own serious health condition;

26.17.3.2 Birth, adoption or foster care of a child;

26.17.3.3 Care of a seriously ill member of the bargaining unit member’s immediate family.

26.17.4 A bargaining unit member who utilizes his/her FMLA leave to care for a member of his/her immediate family who is suffering from a serious health condition, may exhaust sick leave during the period of this FMLA leave. Exhaustion of sick leave for this purpose shall occur after exhaustion of personal necessity and personal leave.

26.17.5 Family and Medical Care Leave shall be limited to 12 weeks and shall be without pay with health benefits. If a bargaining unit member exhausts any form of paid leave during the period of FMLA leave, as permitted or required under the provisions of Article 26, his/her entitlement to 12 weeks of FMLA leave shall be reduced by the amount of leave he/she exhausts.

26.18 Catastrophic Leave

26.18.1 “Catastrophic illness or injury” means an illness or injury that is expected to incapacitate the bargaining unit member for an extended period of time, requires the bargaining unit member to take time off from work for an extended period of time, and creates a financial hardship for the bargaining unit member because he or she has exhausted all of his or her sick leave and other paid time off.

Stress claims shall be excluded from this program. However, physical manifestations such as heart disease or high blood pressure shall be included.

Participation in the Bank is voluntary, but only contributing unit members may withdraw from the Bank.

Members are encouraged to maintain Income Protection/Disability Insurance.

In order to join the Bank, a unit member shall contribute at least one (1) day of the unit member's (accrued or accumulated) sick leave to the Bank.

Unit members may join the Bank during the open enrollment period from July 1st through September 30th of each school year. Membership for the following school year must be renewed during each open enrollment period. Unit members who are newly hired or returning from extended leave after the open enrollment period will be permitted to join the Bank within thirty (30) calendar days of beginning work.

By October 20th of each school year, the District shall notify the Joint Committee of the following:

The total number of days available in the Bank as of September 30th of the current school year.

The names of participating unit members.

The total number of days contributed for the current school year.

26.18.2 Donations to the Catastrophic Leave Bank:

Participation is voluntary. Donations and transfers are confidential and irrevocable. All transfer of sick leave credit shall be in the donating unit member's work day increments (ie. 1FTE, .8FTE, .5FTE, etc.)

All active Unit Members are eligible to contribute to the Bank. Sick leave may be donated by unit members to the bank in increments of one (1) sick day per school year.

Additional donations in a given school year may be made to the Bank at any time during the school year. The donor must maintain a minimum of five (5) days of accumulated sick leave, and donations shall be in one-day increments.

Donations may be made to the bank by other bargaining units in the LVJUSD. Regardless of salary or bargaining unit, one (1) FTE day donated by any employee shall equal one (1) FTE day of Catastrophic Leave in the Bank.

26.18.3 Catastrophic Leave Joint Committee:

The Catastrophic Leave Bank shall be administered by a Joint Committee comprised of three (3) members: the Association President and two (2) members appointed by the Association. The joint committee shall abide by strict rules of confidentiality. Approval of sick leave requests will require support of two (2) out of three (3) committee members. Approval or denial of catastrophic leave requests by the Catastrophic Leave Joint Committee shall be final and not be subject to appeal or subject to the grievance procedure

of the collective bargaining agreement. The committee shall not grant more leave than is contained in the bank.

If the Bank does not have sufficient days to fund withdrawal requests during a school year, no additional requests will be accepted or approved until the Bank is replenished to a minimum of 45 days.

Sick leave days donated to the Bank shall accrue in the Bank from year to year.

26.18.4 Procedures to Request and Receive Catastrophic Leave:

Unit members may apply to receive sick leave days from the Bank for a catastrophic illness or injury if all of the following requirements are met:

The unit member is an active member of the Bank for the current school year and has met the donation requirements in 26.17.1 and 26.17.2 above; and

The unit member submits a written request to the Bank's Joint Committee to withdraw sick leave credits from the Bank. The unit member must provide written verification from a medical doctor of the unit member's inability to perform the essential functions of their job. If a unit member is incapacitated, applications may be submitted to the Joint Committee by the unit member's agent or family; and

The Joint Committee determines that the unit member is unable to work due to the unit member's catastrophic illness or injury; and

The unit member has exhausted all of his or her earned and accrued sick leave days available; and

The unit member's catastrophic illness or injury is not one that qualifies the unit member for workers' compensation benefits. If the unit member has exhausted all workers' compensation benefits and sick leave, the unit member may apply to withdraw from the Bank. However, if any workers' compensation checks for temporary benefits are received by the unit member after withdrawing from the Bank, the unit member must sign such checks over to the District and the District shall reimburse the Bank with the amounts of days equivalent to the amount of the check.

Unit members may obtain a maximum of thirty (30) days of sick leave credits from the Bank per catastrophic illness or injury or the unit member's remaining duty days for that school year if the duty days are less than 30.

Days withdrawn from the Bank shall be at the unit member's full salary and benefits. All transfer of sick leave credit shall be in the receiving unit member's work day increments (ie. 1FTE, .8FTE, .5FTE, etc.).

Unit members who have exhausted sick leave but still have differential leave available are eligible for a withdrawal from the Catastrophic Leave Bank. Receipt of days from the Catastrophic Leave Bank shall not affect differential leave.

If the Bank does not have sufficient days to fund a sick leave credit request, the Joint Committee, Association, nor District is under no obligation to pay the sick leave credits to unit members who are otherwise eligible.

When the Joint Committee approves or denies a withdrawal request, the Association President shall communicate the decision confidentially and in writing to the unit member and the District's administrator of Human Resources.

Decisions of the Joint Committee should be made within ten (10) days of receipt of the withdrawal request.

In accordance with Education Code 44978.1, employees who exhaust all forms of paid and differential leave, will be placed on the 39 month reemployment list. Employees will remain District employees until such time that they are able to perform the duties of the position, or the 39 month expires.

26.19 Industrial Accident and Illness Leave

- 26.19.1 A bargaining unit member who is absent from duty because of illness or injury resulting from such accident or condition shall be granted an industrial accident and illness leave for up to sixty (60) working days in any one fiscal year for each such accident or illness. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next school year, the bargaining unit member shall be entitled to use only that amount remaining at the end of the school year in which the injury or illness occurred for the same illness or injury.
- 26.19.2 When a bargaining unit member is denied payments under this section and is subsequently granted an award by appropriate authority, he/she shall be entitled to all such payments denied.
- 26.19.3 Allowable leave shall not be accumulated from year to year.
- 26.19.4 Industrial accident or illness leave shall commence on the first day of absence.
- 26.19.5 Only absences which are supported by a medical doctor's statement and have been verified by the District's workers' compensation insurance carrier or the Workers' Compensation Appeals Board to be the result of a work connected injury or illness will be paid under the industrial leave policy. Any absence that cannot be so verified shall be charged against the bargaining unit member's personal illness leave or other appropriate leave.
- 26.19.6 Should the bargaining unit member's absence due to an industrial injury or illness be extended beyond sixty (60) days, the bargaining unit member shall be entitled to use accrued illness leave, or other available leave provided by this Agreement or by the action of the Governing Board.
- 26.19.7 During any period a bargaining unit member is receiving his/her regular salary from the District, he/she is required to endorse over to the District all temporary disability payments received from the Carrier. Charges to the bargaining unit member's leave balance shall be as follows:
- 26.19.8 Industrial leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payment paid by the Carrier.
- 26.19.9 A bargaining unit member who is absent because of a work connected injury or illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, shall exceed his/her full salary during the period of his/her absence.

- 26.19.10 When all available paid leaves have been used and the bargaining unit member is unable to return to work, the bargaining unit member may petition the Board of Education for additional paid or unpaid leave. The Board may grant leave at its discretion at such rate as it may prescribe.
- 26.19.11 Employees who exhaust all forms of paid and differential leave, will be placed on the 39 month reemployment list. Employees will remain District employees until such time that they are able to perform the duties of the position, or the 39 months expires, as described in Education Code Section 44978.1.

ARTICLE 27: AMERICANS WITH DISABILITIES ACT

27.1 The District and the Association agree that:

- 27.1.1 Both acknowledge the District's obligation to provide reasonable accommodation to persons with disabilities as required under the Americans With Disabilities Act ("ADA").
- 27.1.2 A bargaining unit member seeking reasonable accommodation under the ADA has the right to be represented by the Association in discussion with the District regarding such accommodation. The District will inform the employees in writing of his or her right to Association representation.
 - 27.1.2.1 The District will provide the Association with a monthly written summary to include only site and accommodation(s) agreed to by the District;
 - 27.1.2.2 Negotiate with the Association, upon request, over the impact or effects on other bargaining unit members of any accommodation agreed to in any such individual discussion; and
 - 27.1.2.3 The District shall not be obligated to negotiate the decision to provide a reasonable accommodation.
- 27.1.3 The District and the Association acknowledge that particular accommodations are intended to meet the individual needs of particular persons. Acceptance by the District and/or the Association of a particular accommodation shall not obligate either of them to accept the same or similar accommodation for a different person, nor shall any reasonable accommodation be cited or used as evidence of a past practice in the grievance/arbitration procedure.
- 27.1.4 As used in this Article only, the term "bargaining unit member" refers only to a person who at the time of a request for an accommodation either holds a position within the Association's bargaining unit, or claims the right to reinstatement to such a position.
- 27.1.5 This article is not intended to provide any rights under the grievance article to individuals who believe that their rights have been violated under the ADA, or any other similar federal or state law. Such individuals shall pursue their claims through the appropriate administrative agencies.
- 27.1.6 If a reasonable accommodation cannot be made, the employee will be placed on leave as described in Education Code Section 44977. Employees who exhaust all forms of paid leave, will be placed on the 39 month reemployment list. Employees will remain District employees until such time that they are able to perform the duties of the position, a reasonable accommodation can be made, or the 39 months expires.

ARTICLE 28: BARGAINING UNIT MEMBER TRAVEL

- 28.1 Any bargaining unit member in the bargaining unit who is required to travel between work sites shall be reimbursed at the mileage rate set by the IRS, which rate shall become effective as of July 1st of each year.
- 28.2 Bargaining unit members who are covered by the provisions of this section shall be entitled to a duty free lunch period and the same benefits (e.g., preparation time, relief time) as afforded bargaining unit members of a similarly assigned position but who are not assigned to more than one (1) school on a daily basis.
- 28.3 Bargaining unit members who use their personal vehicles for field trips or other authorized business shall possess minimum automobile liability insurance and shall receive the benefits provided in paragraph one (1) above.
- 28.4 If any other unit member group is granted an amount greater than the currently established mileage rate during the period of this contract, the mileage reimbursement rate shall be increased to an amount equal to that granted the other unit member group.

ARTICLE 29: PROPERTY DAMAGE

- 29.1 Any injury or disease arising out of employment, including injuries to members, dentures, hearing aids, eye glasses and medical braces not covered by Worker's Compensation will be supported by the District through claims against those responsible for causing such injury. Special circumstances arising out of such injuries may be appealed to the Superintendent for possible reimbursement.

ARTICLE 30: EFFECTS OF LAYOFF

30.1 Severance and Recall Rights

- 30.1.1 A probationary or permanent status bargaining unit member who is laid off shall be entitled, along with his/her eligible dependent(s), to any health and welfare plan offered by the District for a period of no more than four (4) months after the effective date of layoff. Thereafter, the laid-off bargaining unit member may, if he/she chooses, continue to pay the necessary premiums on a monthly basis.
- 30.1.2 The District shall assist any bargaining unit member who is laid off in obtaining information regarding unemployment insurance benefits for which he/she may be entitled.
- 30.1.3 Laid-off probationary or permanent status bargaining unit members shall have priority in accordance with Appendix I for filling any vacant or newly created positions for which he/she is credentialed and qualified. Such vacant or newly created positions shall be posted as soon as they are known. Nothing in this article shall preclude laid-off bargaining unit members from being rehired prior to the end of the school year.
- Permanent status bargaining unit members shall have such recall rights for up to thirty-nine (39) months following the effective date of his/her layoff. Probationary bargaining unit members will have such recall rights for up to twenty-four (24) months following the effective date of his/her layoff.
- 30.1.4 If any vacant or newly created position, including, but not limited to temporary, categorical and substitute positions occurs, the District shall offer the position to the most senior laid-off probationary or permanent status bargaining unit member eligible under Section 30.1.3. When requested by the LEA President or her/his designee, the Human Resources Office will respond within five (5) days to requests by the LEA President or his/her designee to review records relating to all offers of employment and responses of laid off probationary or permanent status bargaining unit members. Following such review, the District shall provide copies of such records upon request of the LEA President or his/her designee within two (2) days.
- 30.1.5 Probationary or permanent status bargaining unit members who are laid off shall have the right to reject any job offer without waiver of any recall rights.
- 30.1.6 Any laid-off permanent status bargaining unit member who is eligible under section 30.1.3 and is recalled to perform temporary and/or substitute services shall be paid at his/her daily rate of pay if he/she serves for any 21 days or more within a period of 60 school days, including his or her first 20 days of substitute service, including step and column progression to which he/she would be entitled, as if he/she had been reinstated to a vacant or newly created position. The parties shall meet as soon as possible to discuss the impact of legislation, if any, which would appear to prohibit the rate of pay set forth in this section.
- 30.1.7 No vacant position shall be filled by a new bargaining unit member unless the District has offered reinstatement to all laid-off probationary or permanent status bargaining unit members as required by law and who are eligible under Section 30.1.3 to fill the vacant position.

ARTICLE 31: GRIEVANCES

- 31.1 The purpose of this Article is to provide a procedure for the consideration of grievances which may arise as a result of the terms and conditions of this Agreement.
- 31.2 Definitions
- 31.2.1 Grievance. A grievance is a claim by a bargaining unit member, group of bargaining unit members or the Association that there has been an alleged violation, misapplication, or misinterpretation of the specific provisions of this contract. See Appendix B for the form to be used.
- 31.2.2 Grievant. A grievant is a bargaining unit member, a group of bargaining unit members covered by this Agreement or the Association making the claim.
- 31.2.3 District Bargaining Unit Member. A bargaining unit member is a full-time or part-time certificated person receiving compensation and belonging to the certificated bargaining unit as defined in Article 2.
- 31.2.4 Representative. A representative is another bargaining unit member or the Association who participates in the grievance procedure.
- 31.2.5 Immediate Administrator. An immediate administrator is the administrator having immediate jurisdiction over the alleged grievance.
- 31.2.6 Day. A day is any day in which the central administrative offices of the School District are open for business.
- 31.3 A bargaining unit member may present grievances relating to a contract dispute to his/her employer and have such grievances adjusted without the intervention of the Association as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of this Agreement.
- 31.3.1 The District shall not agree to the adjustment or resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to respond. The response shall be made within ten (10) days and may be in writing. The Association shall be apprised of all grievances at each formal step and shall be present as a representative or as an observer.
- 31.4 The District and the Association agree that every effort shall be made by the District and the grievant to settle grievances at the lowest possible level.
- 31.5 Failure by the District to adhere to decision deadlines constitutes the right for the grievant to appeal automatically to the next step (higher level).
- 31.5.1 Failure of the grievant to adhere to the submission deadlines shall mean that the grievant is satisfied with the latest decision and waives any right to further appeal.
- 31.5.2 Nothing prevents the parties from extending or shortening the dates by mutual written agreement.
- 31.6 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor unless such action is determined to be a safety or health hazard by the Superintendent or his/her designee.

- 31.7 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 31.8 Every reasonable effort shall be made to schedule meetings for the processing of grievances at times within the regular work day of the participants.
- 31.8.1 If any grievance meeting or hearing shall be scheduled during the school day, any grievant, his/her representative, and any party required to participate as a witness in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
- 31.9 When a grievance has been filed, the grievant may terminate the grievance at any time by giving written notice to the Superintendent or his/her designee. This action shall not preclude the Association from pursuing the grievance on its own.
- 31.9.1 The District shall give written notice of such termination to all parties, if the Association agrees that the grievance may be terminated.
- 31.10 The grievant has the right to have a representative present at any formal step of the grievance procedure. The grievant, however, shall be present at each step of the grievance procedure unless physically ill or detained due to transportation difficulties.
- 31.11 Informal Resolution
- 31.11.1 A bargaining unit member who believes he/she has a grievance shall present the concern orally to the immediate administrator within thirty (30) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. It is the intent of this informal meeting that at least one personal conference be held between the grievant and the immediate administrator.
- 31.11.2 Within three (3) days after the meeting, the administrator shall respond to the bargaining unit member.
- 31.11.3 The grievant has the option to begin a grievance at the formal level.
- 31.12 Formal Resolution - Grievances shall be processed in accordance with the following steps:
- 31.12.1 Level 1 - If the concern is not settled during the informal discussion, the bargaining unit member shall present the grievance in writing to the immediate administrator within ten (10) days after the oral decision by the administrator. The statement written by the grievant shall include:
- 31.12.1.1 A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
- 31.12.1.2 A listing of the provisions of this Agreement which are alleged to have been violated or misapplied;
- 31.12.1.3 A listing of specific actions requested of the District which shall remedy the grievance.

31.12.2 Level 2 - If either party is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) days, the grievance shall be transmitted in writing to the Superintendent's designee. The written statement shall include:

31.12.2.1 A copy of the original grievance;

31.12.2.2 A copy of the decision made at the first level, if any;

31.12.2.3 Reasons why the proposed solution is unacceptable.

31.12.2.4 Within ten (10) days from the receipt of the grievance, the Superintendent or his/her designee shall meet with the grievant in an effort to resolve the grievance. The Superintendent or his/her designee shall make a written disposition of the grievance within ten (10) days after such meeting and return it to the grievant and to the Association.

31.12.2.5 If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) days of such meeting, the grievance shall be transmitted to mediation, if mutually agreed, or arbitration.

31.12.3 Mediation If Mutually Agreed

If the grievance is not resolved to the satisfaction of the grievant at Level 2, the exclusive representative may propose that the parties participate in voluntary mediation. Such proposal must be made within five (5) days of delivery to the grievant of the Level 2 decision of the Superintendent, or, if no response is given, within ten (10) days of such meeting. If the parties mutually agree to mediation, they shall write a joint request to the California State Mediation & Conciliation Service (CSMCS) for the appointment of a State mediator. Upon appointment of the mediator, mediation shall be scheduled according to availability of the mediator and the parties.

31.12.3.1 Any cost charged by the CSMCS will be borne equally by the parties.

31.12.4 Arbitration

31.12.4.1 Timelines

31.12.4.1.1 If voluntary mediation did not occur, the Association's appeal to arbitration must be submitted to and received in the District Office within ten (10) days after receiving the decision of the Superintendent or his/her designee or, if no decision has been rendered, within fifteen (15) days after the grievance meeting.

31.12.4.1.2 If voluntary mediation occurred, the Association's appeal must be received in the District Office within ten (10) days after exhaustion of the mediation step. The mediator or either party may submit a notice of exhaustion at any time. The ten (10) day time limitation runs from the date notice of exhaustion is received by the exclusive representative.

31.12.4.2 Arbitrator Selection & Arbitration Process

31.12.4.2.1 The parties shall attempt to reach mutual agreement upon the selection of an arbitrator. Failing mutual agreement, the parties may first request from the California State Mediation & Conciliation Service (CSMCS) a list of seven (7) arbitrators who are members of the National Academy of Arbitrators. Alternatively, the parties, by mutual agreement, may request a list of names from the American Arbitration Association (AAA).

31.12.4.2.2 Any cost charged by the CSMCS will be borne equally by the parties.

31.12.4.3 Once the arbitrator has been selected, hearings shall commence at the convenience of the Arbitrator.

31.12.4.4 The appeal shall be in writing and shall include the same information as described in the previous appeal.

31.12.4.5 The Arbitrator shall have available to him/her all documents relating to the grievance and any District records that would be helpful in resolving the problem.

31.12.4.6 Within thirty (30) days after the conclusion of the hearing, the Arbitrator shall issue a written decision including findings of fact, reasoning and conclusions on the issues submitted.

31.12.4.7 The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

31.12.4.8 The decision of the Arbitrator shall be submitted to the Superintendent and the Association and shall be final and binding upon the parties of this Agreement.

31.13 Limitation of Arbitrator - The Arbitrator shall be subject to the following limitations:

31.13.1 The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

31.13.2 The Arbitrator shall have no power to establish salary structures or change any salary. This limitation does not apply to changing placement on a salary schedule.

31.13.3 The Arbitrator shall have no power to recommend or resolve:

31.13.3.1 Any issue arising out of the exercise by the Board and the Administration of its responsibilities under the District Rights Section of this Agreement;

31.13.3.2 Issues involving the content of evaluation.

31.13.4 The Arbitrator shall have no power to change any practice, policy, or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule, or any action taken by the District.

31.13.5 The Arbitrator shall have no authority to usurp the Board's financial rights and responsibilities, but may recommend to the Board to rectify contractual errors that have resulted in loss of compensation to the grievant(s).

- 31.13.6 Expenses incurred by the Arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- 31.13.7 The fact that the grievance has been considered by the parties in the preceding step of the grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator in this Agreement.
- 31.13.8 Either party may request a certified court reporter to record the entire hearing.
 - 31.13.8.1 The cost of the services and expenses of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree.
 - 31.13.8.2 If the Arbitrator requests a court reporter, then the costs shall be shared by both parties.
 - 31.13.8.3 The court reporter shall deliver a copy of the proceedings to each requesting party as soon as possible.
 - 31.13.8.4 Cost of copies of the proceedings shall be paid by party(ies) requesting such copy(ies).
- 31.14 Hearings held under this procedure shall be conducted at a time and place, which shall afford a fair and reasonable opportunity, for all persons entitled to be present to attend.
 - 31.14.1 Such hearings shall be conducted during non-classroom hours, unless there is mutual agreement for other arrangements.
 - 31.14.2 The District and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
- 31.15 If the grievance arises from an action of authority higher than the principal of a school, the bargaining unit member may present such grievances to the appropriate administrator.
 - 31.15.1 The resolution of a grievance, which has the effect of resolving problems for which other bargaining unit members would have filed, shall also apply to that class of bargaining unit members.
- 31.16 No probationary bargaining unit member may use the grievance procedure in any way to appeal discharge or a decision by the District not to renew his/her contract.
 - 31.16.1 No permanent status bargaining unit member shall use the grievance procedure to dispute any action by the District which is applicable to the State tenure laws.
- 31.17 All proceedings of a grievance shall be confidential.
- 31.18 Nothing contained herein shall deny any bargaining unit member his/her rights under State or Federal Constitutions and Laws.

ARTICLE 32: SAVINGS PROVISION

- 32.1 If any provisions of this Agreement are held to be contrary to law by a court of final jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE 33: EFFECT OF AGREEMENT

- 33.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement, such practices and procedures are within the discretion of the District.

ARTICLE 34: SUPPORT OF AGREEMENT

- 34.1 It is agreed that the Association and District shall support this Agreement for its term and shall not seek change or improvement in any matter subject to the meet and negotiation process except by prior mutual agreement of the District and the Association.

ARTICLE 35: TECHNOLOGY

- 35.1 The District will provide a computer with Internet access to each bargaining unit member operating the student information, communication, or data system(s).
- 35.2 The District shall provide any other required hardware necessary to operate any student information, communication, or data system(s).
- 35.3 The District shall provide training and support for bargaining unit members and new hires to utilize any student information, communication, or data system(s) prior to evaluation of members on the use of the system(s).
- 35.4 Once bargaining unit members receive training, they will be required to use the student information, communication, or data system and abide by the guidelines of the system(s) listed below:

Student Information System:

- 35.4.1 Attendance – Bargaining Unit Member(s) will take daily attendance using the student information system.
- 35.4.2 Lunch Count – Bargaining Unit Member(s) at K-5 will take daily lunch counts using the student information system.
- 35.4.3 Attendance Verification – Bargaining Unit Member(s) will sign legally mandated verification forms weekly.

Communication System(s):

- 35.4.4 Voicemail – Bargaining Unit Member(s) will respond to voicemails within 2 working days.
- 35.4.5 E-Mail – Bargaining Unit Member(s) will check email daily and respond to emails within 2 working days.
- 35.4.6 Website(s) – Bargaining Unit Member(s) in grades 6-12 will post their classroom expectations, course syllabi, and major or recurring assignments and exam dates on a District-provided web-based platform.

Data System(s):

- 35.4.7 In an effort to provide specific and meaningful feedback, improve transparency, and share important information with students and their parents, middle and high school teachers will keep a District-supported online gradebook.
- 35.4.8 Gradebooks – Student data will be updated no less often than every two weeks.

Bargaining unit members shall not be liable for any breach of student confidentiality caused by electronic storage or maintenance of student records that is through no fault of the bargaining unit member. (See Article 20.10.)

ARTICLE 36: REOPENERS

36.1 General Reopeners During Term of Agreement

36.1.1 2019-2020: Article 21 (Wages) and 22 (Health Benefits) will be reopened, plus three additional articles chosen by each party.

36.2 Article 13, Mentoring Program will be reopened in 2019-2020.

ARTICLE 37: PRESENTATION OF SUCCESSOR AGREEMENT

- 37.1 No later than the second (2nd) Tuesday in February of the year in which this Agreement expires and at a public Board meeting, the Association and District shall publicly present proposals with respect to a successor agreement. New subjects of meetings and negotiation arising after the presentation of initial proposals shall be made in accordance with Government Code Section 3547 (d).

APPENDIX A

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
CALENDAR PATTERN

	Trimester 1	Trimester 2	Trimester 3
First Day	Monday of 13 th week prior to Thanksgiving Week	Monday following Thanksgiving Week	Monday following end of T2
Last Day	Thursday of 13 th week of instruction	Wednesday of 13 th week of instruction	Thursday of 13 th week of instruction
Long Holiday	Fall Break – Week of Thanksgiving	Winter Break – Friday before and week of and week after Christmas	Spring Break - First Week in April with more than 3 days
National Holidays – no students	Labor Day, Veterans Day	MLK Day, Presidents Day	Memorial Day
Other non-student days	Thursday and Friday of 7 th week	Thursday and Friday of Last week of instruction	Monday following Easter (if not during spring break); first Friday in May; Friday before Memorial Day;
Number of instructional weeks	13	13	13
Number of calendar weeks	14	15	14
Number of instruction days	60	60	60
Back to School Night/Open House	TK-5 2 nd Thursday; 6-8 3 rd Tuesday, HS 3 rd Wednesday		TK-5 Thursday before Memorial Day weekend; 6-8 Wednesday after Memorial Day weekend; 9-12 TBD
Fall Conferences	TK-5: Begins Monday of the 8 th week and runs through Friday of the 9 th week. Wednesdays will NOT be used for conferences.		
Spring Conferences	TK-5: Begins Monday of the first week of the third trimester and ends on Friday of that week. Wednesday is NOT to be used for conferences.		
Special Circumstances			When Monday following Easter is during spring break, the Friday before Easter will be a non-student day. – 2018, 2021, 2024

Calendar year consists of a school year of 43 weeks + 9 weeks of summer

APPENDIX A
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
CALENDAR – YEARLY PLANNER

Livermore Valley Joint Unified School District

2019/2020 School Calendar

August 2019							September 2019							October 2019						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

November 2019							December 2019							January 2020						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31	

February 2020							March 2020							April 2020						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
						1	1	2	3	4	5	6	7	5	6	7	8	9	10	11
2	3	4	5	6	7	8	8	9	10	11	12	13	14	12	13	14	15	16	17	18
9	10	11	12	13	14	15	15	16	17	18	19	20	21	19	20	21	22	23	24	25
16	17	18	19	20	21	22	22	23	24	25	26	27	28	26	27	28	29	30		
23	24	25	26	27	28	29	29	30	31											

May 2020							June 2020							July 2020						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
					1	2		1	2	3	4	5	6				1	2	3	4
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
31																				

- *Non-student days
- *Teacher Work Days + 1 flex
- *End of Trimester
- *Prof. Development + 1 flex
- Begin/End of Year
- *Legal/Local Holidays

Trimester 1 August 19 - November 8 58 days
 Trimester 2 November 12 - February 27 60 days
 Trimester 3 March 2 - June 4 62 days

Fall Conference Days TK-5: Oct 7-8, 10-11, 14-15, 17-18
 Spring Conference Days TK-5: March 2-3, 5-6

Workdays TK-12: Aug 16 & June 5
 Professional Development TK-12: Aug 15 & Oct 4

Back to School Night: Elem - Aug 29, Middle - Sept 5, HS - Sept 4
 Open House: Elem - May 20, Middle - May 13, HS - TBD

Board-approved 6/11/19

APPENDIX B
NOTICE OF GRIEVANCE

Identity Number _____ School _____

Name _____ Date _____

Assignment _____

Statement of the grievance (use additional sheets if necessary): _____

State the provision(s) of the agreement alleged to have been violated, misinterpreted or inequitably applied.

Remedy Desired: _____

If you wish to be represented, indicate below:

- LEA (Association will inform parties of interest)
- Other designee _____
- Self

Signature of Aggrieved _____

Record of Time:

<u>Level</u>	<u>Date Filed</u>	<u>With Whom</u>
I _____	_____	_____
II _____	_____	_____
III _____	_____	_____

APPENDIX C
PROCEDURE FOR DETERMINING EXTRACURRICULAR PAY

Pay for designated extracurricular activities shall be based on the following factors:

1. Student contact hours required beyond the normal teaching day and within the season. This category is defined to include those hours when the advisor/coach is in direct contact with students on a regular basis and includes practice time, dressing time, performance time, and travel time. Listed below are the number of points given for student contact hours.

1 - 30 hours	1 point
31 - 60 hours	2 points
61 - 90 hours	3 points
91 - 120 hours	4 points
121- 150 hours	5 points
151 - 180 hours	6 points
181 - 210 hours	7 points
211 - 240 hours	8 points
241 - 270 hours	9 points
271 - + hours	10 points

2. Average number of students per advisor/coach. The number of students to be considered in awarding points represents the average number of student participants involved during the mid-point of the sport or activity season. In addition, one student manager is allowed toward the student total per team.

In determining the number of points to be awarded for each position, the number of advisors/coaches involved in an activity is divided into the number of student participants to determine the student to advisor/coach ratio. Points are awarded as indicated below:

1 - 10 students	1 point
11 - 18 students	2 points
19 - 27 students	3 points
28 + students	4 points

3. Preparation time. Hours counted in this category include reasonable pre-activity preparation and/or planning. Since it would be impossible to get an accurate count of the actual hours, five categories have been developed. In this category, odd-numbered values are given in order to eliminate fine distinctions between the broad categories.

Exceptional	7 points
Above average	5 points
Average	3 points
Some	1 point
None	0 points

4. Equipment and materials management by advisor/coach. Each advisor/coach position is analyzed in terms of whether equipment and materials management was a major or minor factor, with points awarded accordingly.

Major factor	2 points
Minor factor	1 point
Not significant	0 points

5. Assigned adults supervised on a regular basis. This category recognizes that some positions require the supervision of adults assigned to the activity. It does not include supervision of volunteer adults or student assistants. Points are awarded as listed below:

3 or more adults	3 points
2 adults	2 points
1 adult	1 point
0 adults	0 points

6. A Neutral Committee shall be formed and shall consist of representatives as follows:

- a. Athletics
 - i. High School Athletic Director – 1 per school
 - ii. High School Administrator – 1 per school
 - iii. One Middle School Administrator
 - iv. Middle School athletic representative – 1 per school

- b. Enrichment
 - i. High School Representative – 1 per school
 - ii. High School Administrator – 1 per school
 - iii. One Middle School Administrator
 - iv. Middle School enrichment representative – 1 per school

- c. Site Leadership
 - i. Middle School Representative – 1 per school
 - ii. Elementary Representative – 1 per school

It shall meet at least every three years and/or if a new position is formed and placement is needed. This is the sole procedure to be used to set stipends.

APPENDIX D
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
EXTRACURRICULAR AND CO-CURRICULAR PAY

Category	Sport	Head Varsity	Head JV	Head Frosh
1	Baseball, Basketball, Football, Softball, Track	8% of C-3	85% of Varsity Coach	85% of JV Coach
2	Cross Country, Soccer, Volleyball, Water Polo, Wrestling, Swimming	7% of C-3	85% of Varsity Coach	85% of JV Coach
3	Tennis, Golf, Spirit Squad, Lacrosse	6% of C-3	85% of Varsity Coach	85% of JV Coach
4	Dance, Diving	5% of C-3	85% of Varsity Coach	85% of JV Coach
5	All Middle School Sports	3% of C-3	85% of Varsity Coach	85% of JV Coach

Assistant Coaches

Level 1 Assistant, any sport \$1700

Level 2 Assistant, any sport \$1200

Level 3 Assistant, any sport \$700

Athletic Directors

High School: 10% of C-3

Middle School: 7% of C-3

High School Assistant AD: 5% of C-3

Category	Titles	Stipend
A	Band Director (HS), Leadership Advisor (HS), Mod/Severe Teacher	8% of C-3
B	Choral Director (HS), Orchestra Director (HS), Ag Judging Team, Band Director (MS), Dual Immersion Teacher with BLCAD	5% of C-3
C	Leadership Advisor (MS), Yearbook Advisor (HS), Debate/Mock Trial, Musical (HS, per production), Color Guard (HS), Orchestra (MS), Choral Director (MS)	4% of C-3
D	Drama (per production), Yearbook Advisor (MS), Newspaper (HS), Elementary and MS Leadership Team, Color Guard (MS)	3% of C-3
E	Co-teaching, site curricular lead, site tech lead, EL liaison	2% of C-3

Beginning in 2017-2018 school year Stipend for overnight trips: \$125 per night
5/4/17 Changes Made

Longevities for High School Head Coaches

Coaches of high school sports who are currently LEA bargaining unit members in the District receive longevities based upon the number of consecutive years they have coached the same sport with the District.

Longevity Number	Consecutive Years	Longevity Stipend	Longevity Total
1	3	\$283	\$283
2	6	\$283	\$566
3	9	\$283	\$849
4	12	\$283	\$1132

Longevities for Middle School Head Coaches

Coaches of middle school sports who are currently LEA bargaining unit members in the District receive longevities based upon the number of consecutive years they have coached the same sport with the District. For all middle school coaches, the years will begin with the 2016-2017 school year.

Longevity Number	Consecutive Years	Longevity Stipend	Longevity Total
1	3	\$142	\$142
2	6	\$142	\$284
3	9	\$142	\$426
4	12	\$142	\$568

APPENDIX E
PROCEDURE FOR DETERMINING HIGH SCHOOL DEPARTMENT CHAIRPERSON PAY

The following steps are to be applied jointly so that base pay is equal at both high schools.

1. Prepare a column listing department chairpersons, followed by a column listing the number of teachers for which each chairperson is responsible. Part-time teachers shall be represented by an appropriate fraction converted to hundredths.
2. In a third column, list the square root of each number in the second column. Carry figures to the nearest hundredth.
3. Find the sum of the figures in the third column.
4. Divide this sum into the total money allotted* for department chairperson pay.
5. Multiply the base pay by the square root figure for each line in column three, listing the results in a fourth column. The figures in column four shall be rounded off to the nearest whole number.

The fourth column figures shall be the pay allotted to each department chairperson. The District agrees to pay these amounts.

*The total amount allotted shall not exceed the salary provided in cell A-9 of the LEA Certificated Non-Management Salary Schedule (Appendix F).

The school principal shall select department chairpersons at each site in consultation with the members of each department.

The duties of a department chairperson include but are not limited to:

1. Act as a liaison between the site leadership team and the department.
2. Advocate for department needs.
3. Represent the department at District board meetings or other District/site meetings that relate to their department.
4. Facilitate department meetings.
5. Provide input on development of the master schedule.
6. Review instructional materials and curriculum and facilitate adoptions.
7. Participate in leadership training and other professional development activities.
8. Facilitate development of departmental goals.
9. Review and monitor departmental budget in consultation with the principal.
10. Review and recommend requests for resources/funding by members of the department.
11. Facilitate ordering of departmental supplies.
12. Serve on site leadership team.
13. Provide support to new teachers in the department.
14. Coordinate alignment within department of current course offerings.
15. Facilitate the creation and updating of scope and sequence with standards.
16. Help facilitate support for department members in the development of curriculum and instruction.
17. Review and edit course catalog.
18. Arrange for department member to serve on interview panels for new hires.
19. Coordinate placement of student teachers within department, in coordination with administration.
20. Share current educational research that supports student achievement and staff development.

Department chairpersons shall not perform duties of management or supervisory employees (as those terms are defined by section 3540.1 of the EERA) with regard to bargaining unit members in their department.

**APPENDIX F
SALARY SCHEDULE**

**Livermore Valley Joint Unified School District
Livermore Education Association Salary Schedule
2019-2020**

Effective July 1, 2019 - December 31, 2019

New hires are placed on the salary schedule from A-1 to F-17 based on the number of semester units above the Bachelor's Degree and the number of full years of verified teaching, counseling, or relevant nursing experience under a State authorized K-12 credential. Beginning Teacher's Salary Incentive was included in 1999-2000 for fully credentialed (FC) teachers in cells A1 through A4, B1 through B3, C1 and C2, and D1. Fully credentialed teachers are only placed in the columns labeled FC. The columns labeled NFC are for the placement of "Not Fully Credentialed" teachers.

YEARS	A BA ONLY		B BA + 15		C BA + 30		D BA + 45		E BA + 60	F BA + 75
	NFC	FC	NFC	FC	NFC	FC	NFC	FC	FC	FC
1	\$43,567	\$54,850	\$46,387	\$54,851	\$49,217	\$54,852	\$52,023	\$54,853	\$54,865	\$57,674
2	\$46,387	\$54,851	\$49,217	\$54,852	\$52,023	\$54,853	\$54,865		\$57,674	\$60,493
3	\$49,217	\$54,852	\$52,023	\$54,853	\$54,865		\$57,674	\$60,493	\$63,312	\$66,146
4	\$52,023	\$54,853	\$54,865		\$57,674	\$60,493		\$63,312	\$66,146	\$68,965
5	\$54,865		\$57,674		\$60,493		\$63,312	\$66,146	\$68,965	\$71,784
6	\$57,674		\$60,493		\$63,312		\$66,146	\$68,965	\$71,784	\$74,628
7	\$60,493		\$63,312		\$66,146		\$68,965	\$71,784	\$74,628	\$77,433
8	\$63,312		\$66,146		\$68,965		\$71,784	\$74,628	\$77,433	\$80,250
9	\$66,146		\$68,965		\$71,784		\$74,628	\$77,433	\$80,250	\$83,086
10			\$71,784		\$74,628		\$77,433	\$80,250	\$83,086	\$85,909
11					\$77,433		\$80,250	\$83,086	\$85,909	\$88,728
12							\$80,250	\$83,086	\$85,909	\$88,728
13										\$88,728
14										\$88,728
15							INCLUDES F12 + LONGEVITY 1			\$91,369
16							INCLUDES F12 + LONGEVITY 1			\$91,369
17							INCLUDES F12 + LONGEVITY 1			\$91,369
18							INCLUDES F12 + LONGEVITY 1 AND 2			\$94,010
19							INCLUDES F12 + LONGEVITY 1 AND 2			\$94,010
20							INCLUDES F12 + LONGEVITY 1 AND 2			\$94,010
21							INCLUDES F12 + LONGEVITY 1, 2, AND 3			\$96,754
22							INCLUDES F12 + LONGEVITY 1, 2, AND 3			\$96,754
23							INCLUDES F12 + LONGEVITY 1, 2, AND 3			\$96,754
24							INCLUDES F12 + LONGEVITY 1, 2, 3, AND 4			\$100,412

Curricular rate of pay = \$32 per hour

LONGEVITIES	
L1	\$2,641
L2	\$2,641
L3	\$2,744
L4	\$3,658

LONGER WORK YEAR STIPENDS		
JOB TITLE	ADDITIONAL DAYS	STIPEND
Counselor	10 Days	5%
Nurse	10 Days	7.5%

DEGREES	
MA	\$1,100
DOC	\$1,100

AREA CHAIR STIPENDS
School site Area Chairpersons receive a stipend that is recalculated each year based on the formula printed in Appendix of the negotiated agreement.

Salary schedule does not include District contribution to Health Benefits

This salary schedule was produced by increasing the 2018-2019 salary schedule by 1%. A new salary schedule will take effect January 1, 2020.

**APPENDIX F
SALARY SCHEDULE**

**Livermore Valley Joint Unified School District
Livermore Education Association Salary Schedule**

2019-2020

Effective January 1, 2020

New hires are placed on the salary schedule from A-1 to F-17 based on the number of semester units above the Bachelor's Degree and the number of full years of verified teaching, counseling, or relevant nursing experience under a State authorized K-12 credential. Beginning Teacher's Salary Incentive was included in 1999-2000 for fully credentialed (FC) teachers in cells A1 through A4, B1 through B3, C1 and C2, and D1. Fully credentialed teachers are only placed in the columns labeled FC. The columns labeled NFC are for the placement of "Not Fully Credentialed" teachers.

YEARS	A BA ONLY		B BA + 15		C BA + 30		D BA + 45		E BA + 60	F BA + 75
	NFC	FC	NFC	FC	NFC	FC	NFC	FC	FC	FC
1	\$44,439	\$55,947	\$47,315	\$55,949	\$50,202	\$55,950	\$53,064	\$55,951	\$55,963	\$58,828
2	\$47,315	\$55,949	\$50,202	\$55,950	\$53,064	\$55,951	\$55,963		\$58,828	\$61,703
3	\$50,202	\$55,950	\$53,064	\$55,951	\$55,963		\$58,828		\$61,703	\$64,579
4	\$53,064	\$55,951	\$55,963		\$58,828		\$61,703		\$64,579	\$67,469
5	\$55,963		\$58,828		\$61,703		\$64,579		\$67,469	\$70,345
6	\$58,828		\$61,703		\$64,579		\$67,469		\$70,345	\$73,220
7	\$61,703		\$64,579		\$67,469		\$70,345		\$73,220	\$76,121
8	\$64,579		\$67,469		\$70,345		\$73,220		\$76,121	\$78,982
9	\$67,469		\$70,345		\$73,220		\$76,121		\$78,982	\$81,855
10			\$73,220		\$76,121		\$78,982		\$81,855	\$84,748
11					\$78,982		\$81,855		\$84,748	\$87,628
12							\$84,748		\$87,628	\$90,503
13										\$90,503
14										\$90,503
15							INCLUDES F12 + LONGEVITY 1			\$93,197
16							INCLUDES F12 + LONGEVITY 1			\$93,197
17							INCLUDES F12 + LONGEVITY 1			\$93,197
18							INCLUDES F12 + LONGEVITY 1 AND 2			\$95,891
19							INCLUDES F12 + LONGEVITY 1 AND 2			\$95,891
20							INCLUDES F12 + LONGEVITY 1 AND 2			\$95,891
21							INCLUDES F12 + LONGEVITY 1, 2, AND 3			\$98,690
22							INCLUDES F12 + LONGEVITY 1, 2, AND 3			\$98,690
23							INCLUDES F12 + LONGEVITY 1, 2, AND 3			\$98,690
24							INCLUDES F12 + LONGEVITY 1, 2, 3, AND 4			\$102,421

Curricular rate of pay = \$32 per hour

LONGEVITIES	
L1	\$2,694
L2	\$2,694
L3	\$2,799
L4	\$3,731

LONGER WORK YEAR STIPENDS		
JOB TITLE	ADDITIONAL DAYS	STIPEND
Counselor	10 Days	5%
Nurse	10 Days	7.5%

DEGREES	
MA	\$1,100
DOC	\$1,100

AREA CHAIR STIPENDS
School site Area Chairpersons receive a stipend that is recalculated each year based on the formula printed in Appendix of the negotiated agreement.

Salary schedule does not include District contribution to Health Benefits

This salary schedule was produced by increasing the 2019-2020 salary schedule by an additional 2%, effective January 1, 2020.

**APPENDIX F
SALARY SCHEDULE**

**Livermore Valley Joint Unified School District
Livermore Education Association
Psychologists – 196 Days
Salary Schedule
2019-2020**

Effective July 1, 2019 – December 31, 2019

	Psychologists
1	\$77,754
2	\$81,642
3	\$85,724
4	\$90,011
5	\$94,511
6	\$99,236
7	\$104,198
8	\$104,198
9	\$104,198
10	\$109,408
11	\$109,408
12	\$109,408
13	\$114,878
14	\$114,878
15	\$114,878
16	\$120,622

New hires are placed on the salary schedule from row 1 through row 6, based upon the numbers of relevant years of experience.

Interns are placed at 75% of 1

ADVANCED DEGREES

MA	\$1,100
DOC	\$1,100

Salary schedule does not include District contribution to Health benefits

This salary schedule was produced by increasing the 2018-2019 salary schedule by 1%. A new salary schedule will take effect January 1, 2020.

**APPENDIX F
SALARY SCHEDULE**

**Livermore Valley Joint Unified School District
Livermore Education Association
Psychologists – 196 Days
Salary Schedule
2019-2020
Effective January 1, 2020**

	Psychologists
1	\$79,310
2	\$83,275
3	\$87,439
4	\$91,812
5	\$96,402
6	\$101,221
7	\$106,282
8	\$106,282
9	\$106,282
10	\$111,597
11	\$111,597
12	\$111,597
13	\$117,176
14	\$117,176
15	\$117,176
16	\$123,035

New hires are placed on the salary schedule from row 1 through row 6, based upon the numbers of relevant years of experience.

Interns are placed at 75% of 1

ADVANCED DEGREES

MA	\$1,100
DOC	\$1,100

Salary schedule does not include District contribution to Health benefits

This salary schedule was produced by increasing the 2019-2020 salary schedule by an additional 2%, effective January 1, 2020.

**APPENDIX F
SALARY SCHEDULE**

**Livermore Valley Joint Unified School District
Livermore Education Association
Speech/Language Pathologists – 186 Days
Salary Schedule
2019-2020**

Effective July 1, 2019 – December 31, 2019

	Speech/Language Pathologists
1	\$66,725
2	\$70,061
3	\$73,565
4	\$77,242
5	\$81,105
6	\$85,160
7	\$89,418
8	\$89,418
9	\$89,418
10	\$94,783
11	\$94,783
12	\$94,783
13	\$100,943
14	\$100,943
15	\$100,943
16	\$107,505

New hires are placed on the salary schedule from row 1 through row 6, based upon the numbers of relevant years of experience.

Interns are placed at 75% of 1

ADVANCED DEGREES

MA	\$1,100
DOC	\$1,100

Salary schedule does not include District contribution to Health benefits

This salary schedule was produced by increasing the 2018-2019 salary schedule by 1%. A new salary schedule will take effect January 1, 2020.

**APPENDIX F
SALARY SCHEDULE**

**Livermore Valley Joint Unified School District
Livermore Education Association
Speech/Language Pathologists – 186 Days
Salary Schedule
2019-2020
Effective January 1, 2020**

	Speech/Language Pathologists
1	\$68,060
2	\$71,463
3	\$75,037
4	\$78,787
5	\$82,728
6	\$86,864
7	\$91,207
8	\$91,207
9	\$91,207
10	\$96,679
11	\$96,679
12	\$96,679
13	\$102,962
14	\$102,962
15	\$102,962
16	\$109,656

New hires are placed on the salary schedule from row 1 through row 6, based upon the numbers of relevant years of experience.

Interns are placed at 75% of 1

ADVANCED DEGREES

MA	\$1,100
DOC	\$1,100

Salary schedule does not include District contribution to Health benefits

This salary schedule was produced by increasing the 2019-2020 salary schedule by an additional 2%, effective January 1, 2020.

APPENDIX G
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
AFFIDAVIT OF DOMESTIC PARTNERSHIP

I. DECLARATION:

We, _____ and _____, each
(bargaining unit member print name) (domestic partner print name)
certify and declare that we are domestic partners in accordance with the following criteria:

II. STATUS

1. We affirm that this District domestic partnership began on or about ____/____/____.
2. We are each eighteen (18) years of age or older.
3. We are mentally competent to consent to contract.
4. We have an intimate, committed relationship of mutual caring and support.
5. We are each other's sole domestic partner, and we intend to remain so indefinitely.
6. Neither of us is married to or legally separated from anyone else.
7. Neither of us has had another domestic partner within the prior twelve (12) months.
8. We are not related by blood to a degree of closeness that would prohibit legal marriage under California Law.
9. We cohabit and reside together in the same residence and intend to do so indefinitely.
10. We reside together at: _____
(address, city, zip of above named bargaining unit member and domestic partner)
11. We are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.
12. We currently possess the following [check all that apply: at least two must be checked]:
 - ___ A joint real estate mortgage, lease or deed (either as tenants in common or joint tenants with right of survivorship).
 - ___ A current beneficiary designation naming the bargaining unit member's domestic partner as a primary beneficiary of the bargaining unit member's life insurance or retirement plan benefits payable at death.
 - ___ A current will naming the bargaining unit member's domestic partner as a primary beneficiary of the bargaining unit member's estate.
 - ___ A durable power of attorney for property and health care executed by the bargaining unit member in favor of the domestic partner.
 - ___ Joint ownership of a motor vehicle or a joint checking or joint credit account.

III. CHANGE IN DOMESTIC PARTNERSHIP:

1. We have an obligation to notify the Livermore Valley Joint Unified School District by filing a Statement of Termination of Domestic Partnership if there is any change in our District domestic partnership status as attested to in this Affidavit that would terminate this Affidavit (e.g., due to death of a partner, a change in residence of one partner, termination of the relationship, etc.). We will notify the Livermore Valley Joint Unified School District within thirty-one (31) days of such change.
2. We understand that termination of this coverage (obtained as a result of completion of this Affidavit) will be effective on the date the relationship ends as indicated on the Statement of Termination of Domestic Partnership, providing coverage has not otherwise been terminated due to standard insurance policy provisions.

IV. ACKNOWLEDGMENTS:

1. We understand and agree that the bargaining unit member domestic partner may make health plan and other benefit elections on behalf of the non-unit member domestic partner.
2. We understand and agree that the bargaining unit member domestic partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the desires of the non-unit member. If the bargaining unit member executes such an option, that bargaining unit member shall notify the non-unit member domestic partner as soon as possible that his or her benefits have been terminated and it shall be the sole responsibility of the bargaining unit member to make such notification to the non-unit member domestic partner. Furthermore, if the bargaining unit member is terminated, released, or resigns the domestic partnership benefits shall terminate when District paid bargaining unit member benefits terminate.
3. We understand that a civil action may be brought against one or both of us for any losses or claims (as well as attorney's fees and costs) due to any false statement contained in this Affidavit or for failure to notify the Livermore Valley Joint Unified School District, of changed circumstances as required in Section III above. I, the undersigned bargaining unit member, further understand that falsification of information in this Affidavit or failure to notify the Livermore Valley Joint Unified School District of changes circumstances pursuant to Section III above, may lead to disciplinary action against me, including discharge from employment.
4. We have provided the information in this Affidavit for use by the Livermore Valley Joint Unified School District for the sole purpose of determining our eligibility for certain domestic partner benefits. We acknowledge that the District may require supportive documentation concerning any or all eligibility criteria. We understand and agree the Livermore Valley Joint Unified School District is not legally required to extend any such benefits. We understand that this information provided in this Affidavit will be treated as confidential by the Livermore Valley Joint Unified School District but will be subject to disclosure; a) upon the express written authorization of the undersigned bargaining unit member, b) upon request of the insurer or plan administrator, or c) if otherwise required by law.
5. We understand that this Affidavit may have legal implications under California law which has recognized that non-marital cohabiting couples may privately contract with respect to the financial obligations of their relationship. We understand this agreement may also have legal implications relating, for example, to our ownership of property or to taxability of benefits provided, and that before signing this Affidavit we should seek competent legal and/or tax advice concerning such matters.
6. We specifically agree that if any taxing authority determines taxes, penalties, or interest to be due or owing with respect to any benefits provided, that we are solely responsible for the payment of such taxes. We agree to indemnify and hold harmless the District in the event any such taxing authority alleges that the Livermore Valley Joint Unified School District should pay any such taxes, penalties or interest.
7. We understand the non-unit member partner does not have the right to continuing coverage under the federal law under COBRA or under any state law.
8. We each individually indemnify and hold the District harmless from any legal action or claim pursued by any other person related to the provision of District domestic partnership coverage.

We affirm, under penalty of perjury, under the laws of the State of California, that the statements in this Affidavit are true and correct.

Bargaining Unit Member Signature

D.O.B.

Date

Domestic Partner Signature

D.O.B.

Date

APPENDIX H
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
STATEMENT OF TERMINATION OF DOMESTIC PARTNERSHIP

I, _____ certify and declare that:
(bargaining unit member print name)

_____ and I are no longer domestic partners as of
(former domestic partner print name)

_____. I understand that coverage for this individual will terminate on this date.
(date)

1. I make and file this Statement of Termination in order to cancel the Affidavit of Domestic Partnership filed by me with the Livermore Valley Joint Unified School District on _____
(date)

2. Termination of the Affidavit of Domestic Partnership is due to:

___ Termination of domestic partnership

___ Change of residence

___ Marriage to another person

___ No longer jointly responsible for each other's common welfare and living expenses

___ Death of domestic partner

3. In the event that termination of this relationship is not due to the death of my domestic partner, I will mail my former domestic partner a copy of this notice at:

(former domestic partner new address)

I understand that another Affidavit of Domestic Partnership cannot be filed until one (1) year from the date the relationship ends (as indicated above).

I affirm, under penalty of perjury, under the laws of the State of California, that the above statements are true and correct.

Signature of bargaining unit member

Date

APPENDIX I
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

ORDER OF ELIGIBILITY FOR VACANCIES IN POSITIONS REPRESENTED BY THE
LEA BARGAINING UNIT
EFFECTIVE JANUARY 30, 2002
UPDATED DECEMBER 16, 2008
UPDATED JUNE 28, 2011

When a vacancy is known (1-5 and 7 below) or posted (6 and 8 below) for a position represented by the LEA bargaining unit, bargaining unit members are eligible for consideration in the following order:

1. Employer initiated transfers and reassignments (administrative transfers and reassignments);
2. Bargaining unit members with permanent status displaced from their school site, such as involuntary transfer due to declining enrollment;
3. Bargaining unit members with permanent status returning from leaves of absence associated with elementary job shares and bargaining unit members returning from partial or full time leaves of absence;
4. Bargaining unit members with probationary status displaced from their school site;
5. Bargaining unit members with probationary status returning from leaves of absence associated with elementary job shares and bargaining unit members returning from partial or full leaves of absence;
6. Bargaining unit members requesting a reassignment or a voluntary transfer (the latter in accordance with Education Code section 35036);
7. Bargaining unit members who have been laid off and are eligible under Article 30, Effects of Layoff, of this Agreement;
8. All others who have an interest in the vacancy.

APPENDIX J

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT CERTIFICATED EMPLOYEE REQUEST FOR LEAVE

685 East Jack London Blvd.
Livermore, CA 94551
(925) 606-3291



Before completing this request form it shall be the employee's responsibility to refer to the appropriate bargaining unit agreement, communicate your absence to your program manager, and to report the absence into the subfinder absence system.

https://livermore.subfinderonline.com OR Call Toll Free: 1-866-753-5442

Name (Print): _____ Location: _____

Job Number: _____ Date(s) of Absence(s): Start - -

Date Submitted: - - End - -

of Whole Days: # of Half Days:

Please check (✓) the type of leave being requested:

- Personal Leave**
Must be submitted and approved at least 2 days in advance of leave. Whole or half days
- Personal Necessity (7 days from sick leave balance)**
Must be submitted and approved at least 2 days in advance of leave, **except in emergency situations**. Max of seven days may be used per school year.
- Bereavement Leave (26.3.2):**
Indicate your relationship: _____
- Family/Medical Leave (FMLA) (see reverse)**
Indicate your relationship: _____
- Jury Duty:** Attach summons copy – pay received for jury duty must be submitted to Human Resources
- Pregnancy Leave**
 During pregnancy leave, you may utilize your sick leave balance. After sick leave balance has been exhausted, you will receive differential pay. Please call Human Resources at 606-3291 for an appointment prior to submitting this form for approval.
- Child Rearing Leave:** Please call Human Resources at 606-3291 for an appointment prior to submitting this form for approval.
 Birth/Adoption Date: _____
- Voluntary Leave of Absence without pay/under 30 Calendar Days _____%** (Program Manager Approval Required in Advance)
 I understand I cannot accept employment in public education while on leave from the District.
- Voluntary Leave of Absence without pay/over 30 Calendar Days _____%** (Board Approval Required in Advance)
 I understand I cannot accept employment in public education while on leave from the District.
- Family/Relative Illness/Injury Leave (26.1.1 / 26.3.2)**
(3 days from sick leave balance)
Indicate your relationship: _____
- Union Leave (select one from below)**
 Negotiations
 Other (describe): _____
Meeting Time: ____:____ am / pm to ____:____ am / pm
- Educational Leave**
- Discretionary Leave**
- Political Leave**

Employee Signature: _____ Date - -

Program Manager Signature: _____ Date - -

----- OFFICE OF HUMAN RESOURCES USE ONLY -----

<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved		
Date to Board: _____	Human Resource Administrator _____	Date _____
Date Verified in SubFinder: _____	Personal Necessity Hours Remaining: _____	Personal Leave Hours Remaining: _____
Certificated: <input type="checkbox"/> Temporary <input type="checkbox"/> Probationary <input type="checkbox"/> Permanent		Processed By: _____

Rev 9/2014

APPENDIX J

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT (FMLA)

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job

Military Family Leave Entitlements:

Eligible employees with a spouse, son, daughter, or parent on active duty status in the National Guard or Reserves in support of a contingency operations may use their 12-weeks leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements:

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA Leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities:

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities:

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Acknowledgement of receipt: _____

Employee's Name

Date