

Las Virgenes Unified School District

LAS VIRGENES EDUCATORS ASSOCIATION

CTA – NEA

AGREEMENT: 2012-13 THROUGH 2014-15



GROWING IN EXCELLENCE

AGREEMENT BETWEEN THE BOARD OF EDUCATION
 OF THE
 LAS VIRGENES UNIFIED SCHOOL DISTRICT
 AND THE
 LAS VIRGENES EDUCATORS ASSOCIATION
 CTA - NEA
 2012-2013 through 2014-2015

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ARTICLE 1

RECOGNITION

- 1.1 The District recognizes the Association as the exclusive representative for purposes of the Rodda Act (Government Code Section 3540, et seq, Title 1, Division 4, Chapter 10.7) for the employees in the representation unit comprised of the following positions: classroom teachers; certificated preschool teachers; teachers on special assignment; BTSA/PAR consulting teachers; summer school teachers, if they are contracted in LVUSD during the regular school year; nurses; media specialists; counselors; psychologists; adaptive PE teachers; BTSA coordinator; and speech, language, and hearing specialists; and excluding, but not limited to: superintendent; deputy superintendent; assistant superintendents; directors; coordinators; principals; assistant principals; deans; ECE teachers; program specialists; school coordinators; administrative interns; substitute teachers; and adult education teachers.

ARTICLE 2

DISTRICT RIGHTS

- 2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action in the event of an emergency provided that such action is temporary and directly related to the emergency. An emergency shall be limited to natural disasters; civil and student disorders; concerted activities by employees of the District; fiscal crises; energy crises; Federal, state, county and city declared emergencies; epidemic diseases; environmental pollution episodes; human induced disasters; and conditions which endanger the health and safety of students and employees. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

The parties agree that should disputes arising from the declaration of any emergency occur and specific action related thereto, these disputes may be litigated by the Association in a court of competent jurisdiction.

- 2.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities of 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 express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 3

ASSOCIATION RIGHTS

- 3.1 Use of school mail, employee mailboxes, District email system (in compliance with the acceptable use policy and applicable statutes including but not limited to Education Code § 7054's prohibition against political speech), and bulletin boards for all Association communications in accordance with District procedures shall be allowed. At the time of posting or distribution, the principal or site supervisor and the Superintendent or his designee shall be provided with copies distributed to all unit members through the school mail or employee mail boxes. The Association shall not be required to provide the District with copies of communications to Association officers or to individual unit members. In addition, any communication posted on a bulletin board, sent through school means of distribution, or placed in employee mail boxes shall be dated and shall give the name of the Association sending the communication and the name of a responsible officer of such Association.
- 3.2 Reasonable access to certificated employees at their place of assignment shall be allowed. (Such access shall not include times when employees are assigned to classes and/or supervision of pupils.) Representatives of the Association shall report and identify themselves at the site principal's or supervisor's office and clarify the employee's availability with the site principal or supervisor before visiting an employee on the premises of a school or district building.
- 3.3 Permission is authorized to use school facilities, when not in use for educational purposes, without charge, for routine Association meetings. These meetings shall conform to Civic Center Act provisions and the District reserves the right to require application for a Civic Center permit in accordance with District rules and regulations.
- 3.4 School facilities may be used for meetings of employees at the site immediately before or after regular duty hours or during the duty-free lunch period if there is no conflict with other official school use. The availability shall be determined by the site supervisor as soon as possible before the meeting.
- 3.5 The Association shall receive a reasonable amount of paid release time for meeting and negotiating. Such release time shall be taken in units of whole (1) or one-half (1/2) days. Meeting and negotiating does not include preparation for such.
 - 3.5.1 With the multiplicity of roles played by unit members in our schools and for our Association, there needs to be recognition of the important functions performed by LVEA. Therefore, Mondays should be reserved, if feasible, for Association activities. The District and school sites shall avoid scheduling conflicts on Mondays.
- 3.6 The Association shall be granted 65 days of release time for the conducting of Association business with the cost of the substitutes to be paid by the Association.

3.6.1 The Association president will be given release time to be determined by the Association each year by providing notice in time for the District to secure an adequate substitute. The Association will pay for the cost of the replacement teacher. The cost of the actual replacement is not to exceed the average salary of new teachers hired for that year. Except if the release goes to full time, the cost to the Association will not exceed the actual cost of the replacement.

No later than June 1, the District and Association will meet to discuss options that will ensure continuity of the educational program.

Elected state and national Association officers shall be granted, upon request, a leave of absence to serve in such capacity. The Association shall reimburse the District for the compensation paid the employee on leave.

3.7 The District's mail run will deliver mail at the Association's current address. There is no guarantee of delivery in cases of emergencies. This agreement does not provide for pick up mail or distributions. In the event the Association changes its address, the District may agree to deliver mail at the new address.

3.8 Membership Dues Deduction

Any unit member who is a member of the Association, or who has applied for membership, may pay a lump sum cash payment to the Association or sign and deliver to the District a revocable assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the unit member each month for ten months. Unit members who sign such authorization after commencement of the school year shall pay a prorated amount.

3.9 Agency Fee

3.9.1 Agency Fees – any unit member who is not a member of the Las Virgenes Educators Association, CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this section of the Agreement, or within thirty (30) days from the date of commencement of assigned duties within the unit following the effective date of this section of the Agreement, shall either become a member of the Association or pay to the Association a representation fee.

The amount of the representation fee shall be determined by the Association subject to applicable law. In no event may the amount exceed the normal periodic membership dues, initiation, fees and general assessments applicable to Association members.

The representation fee is payable to the Association in one lump sum cash payment or the unit member may authorize payroll deduction for such fee in the same manner as provided in subsection 3.8.

In the event that a unit member shall not pay the representation fee directly to the Association, authorize payment through payroll deduction or qualify for religious exemption under the conditions set forth below, the Association shall so inform the District and the District shall initiate automatic payroll deductions, as provided in Education Code Section 45061 and in the same manner as set forth in subsection 3.8 of this Article.

- 3.9.2 Conformance with Law - The Association represents that the collection, administration and use of representation fee funds shall be in conformance with the law. The Association shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge the Association's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway.

Each non-member who is required to pay an agency fee shall annually receive written notification from the Association of the amount of the deduction and the procedure which he/she must follow to receive a rebate for non-representation activities during the year and the procedure for appealing all or any part of the agency fee.

- 3.9.3 Remittance of Dues and Agency Fees - With respect to all sums deducted by the District, whether for membership dues or agency fee, the District agrees to remit such monies promptly to the Association accompanied by the alphabetical list of unit members for whom 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.

- 3.9.4 Religious Exemption from Agency Fee Obligations - Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Las Virgenes Educators Association, CTA/NEA. Such unit member shall pay in lieu of a service fee, a sum equal to the agency fee (proportionate share of the Association's cost of legally authorization representational services), to one of the following non-religious, non-labor charitable organizations exempt from taxation under section 501 (c) (3) of Title 26 of the Internal Revenue Code:

American Red Cross
American Cancer Society
American Heart Association
AIDS Project - L.A.
Children's Hospital
CTA Disaster Relief Fund
Multiple Sclerosis Society of Southern California
T.H.E. Foundation

Such payment shall be made on or before November 1 of each school year or the unit member shall authorize payroll deduction in the same manner as provided in subsection 3.8 of this Article.

Proof of payment and a written statement of objection along with verifiable evidence or membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to this section, shall be made on an annual basis to the Association and District as a condition of continued exemption from the Agency fee provisions. Proof of payment shall be in the form of receipts, authorized payroll deductions, or canceled checks, indicating the amount paid, date of payment and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before November 1 of each school year.

3.9.5 Provisions of Information - The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

3.9.6 Indemnification / Hold Harmless Clause - The Association agrees to fully indemnify, defend and hold harmless, the District (and its officers, employees and agents) against any claim, action, liability, judgments or settlements regarding the legality of this section or any action taken by or on behalf of the District in implementing this Section. The Association shall have the right to determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, tried or appealed, provided however, the District may retain its own attorney and shall have the right to be consulted before any of the foregoing decisions are made.

The Association's duty to indemnify does not apply to litigation instituted by the Association against the District for the District's alleged failure to comply with the provisions of this Section.

ARTICLE 4

CONCERTED ACTIVITIES

- 4.1 It is agreed and understood that there will be no strike, work stoppage, or refusal or failure to perform job functions and responsibilities by the Association or by its officers, agents, or unit members during the term of this Agreement.
- 4.2 The Association will take reasonable action to avoid such activity and where such activity occurs, immediately inform employees engaged in such activity that they are in violation of this Agreement and order said employees back to work.
- 4.3 It is agreed that the Association, when meeting requirements of this article shall not be liable for the unauthorized action of its members or other District employees.
- 4.4 It is agreed and understood that any employee violating this article shall be subject to discipline up to and including termination by this District.

ARTICLE 5

GRIEVANCES

5.1 Definitions

5.1.1 A "grievance" is a formal written allegation by the Association or an employee that there has been a misinterpretation, misapplication, or violation of one or more of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the policies or administrative procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the policies of the Board of Education, or by the administrative procedures of this school district are not within the scope of this procedure.

5.1.2 A "grievant" may be the Association or any employee of the District covered by the terms of this Agreement.

5.1.2.1 If more than one employee share in the same allegation, the Association may consolidate the grievance at the appropriate level, and thereafter process such grievance on behalf of the grievants.

5.1.3 A "day" is any day during the student school year in which the central administrative offices of the District are open for business. Grievance timelines can be waived by mutual agreement.

5.1.4 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant and the authority to grant the requested remedy.

5.2 Informal Level

5.2.1 Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor and/or the management employee who allegedly violated the Agreement.

5.2.2 The grievant shall have a right to representation by the Association at this and all subsequent levels of the grievance procedure.

5.2.3 The Association will be provided written notification by the District of anyone who wishes to use the grievance process without representation by the Association.

5.2.4 The Association will have the opportunity to review and comment on the District's proposed final resolution in all cases covered in Section 5.2.3.

5.3 Formal Level

- 5.3.1 Level 1: Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance or awareness of the occurrence, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor. This statement shall be a clear, concise statement of the grievance, including the specific provision or provisions of this agreement allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

Should the time for filing a grievance extend beyond the employee's work year, the grievance shall be suspended until the first workday of the following work year at the request of either party.

The supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference.

- 5.3.2 Level 2: In the event the grievant is not satisfied with the decision at Level 1, he/she may appeal the decision on the appropriate form to the superintendent or his/her designee within ten (10) days. This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for appeal.

The superintendent or his designee shall communicate his/her decision within ten (10) days after receiving the appeal. Either the grievant or the superintendent or his/her designee may request a personal conference within the above time limits. If a conference is held, the decision shall be tendered within 10 days following the conference. If the superintendent or his designee does not respond within the time limits, the grievant may appeal to the next level.

- 5.3.3 Level 3: If the grievant is not satisfied with the decision at Level 2, he/she may, within five (5) days, and with the concurrence of the Association submit a request in writing to the Association and superintendent for arbitration. The Association or employee and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within five (5) days, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The striking shall be determined by lot, and shall be completed within five (5) days of receipt of the list by the parties.

Except under extraordinary circumstances, prior to notifying the arbitrator of his/her selection, the parties shall attempt to resolve their differences through mediation. Any findings of the mediator are not binding. In the event mediation does not resolve the dispute, the parties shall notify the arbitrator and continue to proceed to arbitration.

A request for a mediator will be made to the State Conciliation Service and/or a state mediator on or about the same time as the request for a panel of five (5) arbitrators is made. This procedure (the concurrent request for mediation) should minimize the amount of time needed to implement the mediation step. As was discussed at the table, by the time we receive the panel of arbitrators, and the actual selection takes place, the mediation session(s), in all probability, will have occurred. The intent of this provision is to attempt a mediated settlement while arbitration is being arranged.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and submit a decision on the issue or issues submitted to him/her by the Association and the District.

If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her decision, which shall be binding on the District, the grievant, and the Association.

5.4 Miscellaneous Provisions

5.4.1 Should the grievant fail to adhere to the time provisions for appealing a grievance, the last decision rendered shall be final.

5.4.2 All written grievances shall be on forms provided by the District.

5.4.3 Issues arising out of the exercise by the Board and administration of its authority and responsibilities under Article 2, District Rights, shall not be subject to the procedures set forth in Article 5, Grievances.

5.4.4 The Association, either on its own behalf or on behalf of the affected employees, may initiate a grievance which affects more than one employee in a single building or employees in more than one building at Level 2.

- 5.4.5 The employee shall receive a maximum of three days paid release time, non-cumulative, for the processing of each grievance, subject to the following conditions: (a) an Association representative shall be released only if the grievant so requests; (b) the grievant notifies the superintendent or his designee at least one day in advance of the name of the Association representative; (c) the three days of release time may be used for representation and/or preparation for a grievance. A maximum of one day of release time may be used at Level 1.
- 5.4.6 The Association shall receive a maximum of three days paid release time, non-cumulative, for the processing of each grievance filed by the Association, subject to the following conditions: (a) the Association notifies the superintendent or his/her designee of the names at least one day in advance; (b) the three days release time may be used for representation and/or preparation for a grievance. A maximum of one day of release time may be used at Level 1.
- 5.4.7 A reasonable number of employees shall receive release time, if required, without loss of compensation to participate in the grievance procedure.
- 5.4.8 Time limits for appeals at each level shall begin the day following the receipt of the written decision.
- 5.4.9 No reprisals of any kind shall be taken by the District or the Association against the aggrieved person or other participant in the grievance procedure by reasons of such participation or non-participation.
- 5.4.10 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any of the participants. Access to the grievance file shall be limited to the grievant, authorized Association representative(s) and the District personnel charged with the processing of the grievance.
- 5.4.10.1 Forms for filing grievances, serving notice, making appeals, making reports and recommendations and other necessary documents shall be prepared jointly by designees of the superintendent and the Association and given distribution by the Association so as to facilitate the operation of the grievance procedure. The costs of printing such forms shall be borne by the District.
- 5.4.10.2 If a violation of this contract is alleged to have occurred during the summer break between school years, the time for filing a grievance shall commence on the first day unit members are scheduled to return to work for the fall semester. However, nothing herein shall prevent a grievant from filing the grievance during the summer months.

ARTICLE 6

HOURS/WORK YEAR

6.1 Work Year (Regular School Year)

- 6.1.1 The number of workdays scheduled for employees covered by this Agreement shall be as follows: teachers - 185 days; psychologists and media specialists - 194 days; secondary counselors - 203 days; elementary counselors – 185 days.
- 6.1.2 The workday for employees shall be as follows: It is understood that each site and position require varying start and end times. Principals, in consultation with staff, shall determine how a staff's/employee's seven (7) hour workday shall be scheduled. The 7 hour workday includes but is not limited to: a 30-minute duty-free lunch period, recess, breaks between periods, preparation periods, student conferences, and parent conferences. Any individual deviation from this provision shall be at the direction of the principal, his/her designee, or the supervisor.
- 6.1.3 It is also understood that the varying nature of a unit member's professional responsibilities may include obligations beyond the on-site, 7-hour workday. These responsibilities may include planning, preparation, evaluation of student work, participating in adjunct duties, and communication with parents and/or guardians, students and District personnel.
- 6.1.4 School site variations may include different schedules, including but not limited to extended and full day kindergarten programs, zero period, block schedules, and/or staggered scheduling. Any changes in the kindergarten program of instructional minutes after 2010-2011 shall use the existing site-based decision making process.

6.2 Elementary Minimum Days

The District shall maintain the provision of seven minimum student days per year for purposes of conferencing and one minimum day on the last day of school in June.

6.3 Summer School

- 6.3.1 Unit members will be paid at their pro-rata hourly rate for work in the summer school program.
- 6.3.2 The District shall consider the following factors when filling summer school positions:
 - 6.3.2.1 District employees have preference
 - 6.3.2.2 Appropriate Credential / Authorization
 - 6.3.2.3 Major/Minor areas of academic preparation as relevant to assignment
 - 6.3.2.4 Major/Minor areas of academic preparation relevant to grade level

- 6.3.2.5 Teaching experience in subject area
- 6.3.2.6 Applicant's ability/commitment to provide additional services related to summer school curriculum/program (e.g. Computer Lab)
- 6.3.2.7 Background in non-school but related experience
- 6.3.2.8 Teaching skills appropriate to grade level
- 6.3.2.9 Teaching skills appropriate to subject area
- 6.3.2.10 Final assignments will be determined by the district as a result of enrollment and funding sources.
- 6.3.2.11 If the above factors are substantially equal, the applicant with least recent district summer school experience will be selected. Experience includes the signing of a summer school contract irrespective of whether assignment was completed, with the following exceptions:
 - a) Class cancellation
 - b) Employee unable to complete the assignment due to extraordinary circumstances beyond the employee's control.

6.4 Preparation Period

- 6.4.1 Each full-time teacher at a comprehensive secondary school and/or continuation school shall be afforded one scheduled class period daily, or its equivalent, as a preparation period. Each full-time teacher working in a self-contained classroom with a multiple subject credential and/or a special education credential shall receive a daily preparation period of forty (40) minutes, or its equivalent. When assigned to a partial teaching assignment, the teacher shall be afforded a pro rata portion of a class period daily, or its equivalent, as a preparation period. "Equivalent" includes semester variations in scheduling.
- 6.4.2 Preparation periods shall be used for professional job-related work which shall include, but not be limited to: preparation for classes, preparation of teaching materials, presentation of or attendance at demonstration lessons, and conferences with administrators, other employees, counselors, students or parents. The scheduled preparation period may also, if deemed necessary by the immediate supervisor, be used for providing replacement services for temporarily absent unit members and the supervision of students. The site administrator shall make every reasonable effort to distribute these assignments equitably. In addition, every reasonable effort shall be made to obtain a substitute for teachers who are absent one-half day or more.
- 6.4.3 There is an opportunity to earn compensatory time for period substituting, CAHSEE and IB proctoring, and voluntary staff development (Tier I and Tier II). This pertains to staff development that is done outside of the seven-hour workday and is approved in advance by his/her site administrator.

Full time bargaining unit members who cover a class when requested by site administration or proctor CAHSEE during their preparation period shall receive one period of compensatory time or substitute pay. The full-time unit member shall make a choice of compensatory time or substitute pay at the beginning of each school year. If a bargaining unit member exceeds twelve hours of earned compensatory time for period coverage, the bargaining unit member shall be paid for each period at one-fifth of the substitute pay rate unless additional compensatory time has been approved by the Assistant Superintendent of Personnel and/or the site administrator.

Part-time bargaining unit members who cover a class when requested by site administration or proctor CAHSEE will receive substitute pay. Part-time bargaining unit members who are interested in earning compensatory time for staff development shall contact the Assistant Superintendent of Personnel.

A bargaining unit member who accumulates six periods of compensatory time shall be entitled to one release day. Earned compensatory time for period coverage and staff development may be combined.

No bargaining unit member may earn or use more than two days of release time in a school year unless approved by the Assistant Superintendent of Personnel and/or the site administrator.

A teacher shall, when possible, advise the site administrator of the compensatory day at least one week in advance. Each school office shall maintain accurate records of earned compensatory time. Partial days will be rolled forward into the next school year.

- 6.4.4 Except for emergency situations, the District will make every reasonable effort to secure substitute teachers to replace teachers who are absent from their assignments before requiring other teachers to substitute during a scheduled preparation period.

If substitutes cannot be secured by the District to meet the demand of any school site, principals will address the situation under the following guidelines:

6.4.4.1 Secondary Schools

Teachers who volunteer or are required to cover a class during their prep periods shall be compensated at a rate of \$22.22 or substitute pay rate (whichever is greater) per hour.

Each school shall maintain a list by prep period of all certificated employees who are available to substitute during a given period.

Volunteers from those lists shall be considered first for coverage. If no volunteers are available, principals shall assign coverage on an equitable rotation from the period list provided that no substitute teacher wishes to take the class.

6.4.4.2 Elementary Schools

The following resources shall be considered by the principal when a substitute is not available. Principals will exercise discretion in terms of which alternative provides the most efficient and fair substitute coverage under each given circumstance.

Options

- Administrative coverage
- Cancellation of staff development activities
- Coverage by a specialist or other certificated support staff
- Division of students into other classrooms at the same grade level (this option should be exercised only when the others are not feasible)

If a teacher is required to supervise an excess caseload due to the inability of the District to acquire a substitute, the teacher shall be compensated for one additional hour of service for that day to be paid at his/her daily rate.

- 6.5 Adjunct duties which extend beyond the regular working day shall be assigned on an equitable basis by the site administrator in consultation with the employees considering the following criteria: number of hours, day of the week, type of activity, and time of the activity. In order to effectively manage the overall responsibility, the site administration in consultation with employees shall annually prioritize the adjunct duty list to determine if the expenditure of time and effort outweigh the value of the activity.
- 6.6 Part-time employees assigned less than full-time are subject to the provisions of this Article with the exception that the hours required in section 6.2 shall be assigned in the ratio the part-time assignment bears to a full-time assignment.
- 6.7 Employees shall attend all regular or special meetings called, provided that such meetings are authorized by the District, provided further that a maximum one day per week may be reserved at each school site for faculty meetings, department meetings and/or grade level meetings (district grade level lead teacher meetings shall not exceed four per year). Exempt from this limitation are administrative conferences with individual employees; meetings on release time; community meetings (e.g., Open House, Back to School Night); voluntary meetings and meetings arising because of special circumstance or emergencies. The foregoing meetings will generally last no longer than one hour and fifteen minutes. Agendas for these meetings will be distributed in writing in advance. If a meeting is scheduled after school, it shall start as soon as practical after school. At the beginning of each school year, staff will meet to discuss / determine the best way to schedule SST meetings during the seven-hour workday.
- 6.7.1 All new certificated employees will attend no more than two District orientation days prior to the beginning of the school year, to be paid at the current daily substitute rate or \$110/day, whichever is greater.
- 6.7.2 Generally, in-service training, workshops and the like shall be held within the normal working day with release time paid by the District.

6.7.2.1 - Tier I

District Tier I training which occurs outside of the on-site workday shall be compensated at the unit member's pro rata rate. "District Tier I training" means that the employee is expected to attend the required training, the training relates to an employee's job duties/requirements, and includes an expectation that the training will be used in the classroom and/or be considered when evaluating the employee's performance for the year.

District Tier I trainings/committees include, but are not limited to, training of trainers and report card revision.

A district-initiated group of teachers will be selected for the purpose of curriculum development and/or revision. Their work may include but is not limited to textbook selection, curriculum writing, creating benchmark assessments, i.e. where a product is derived. Department Chairpersons/Lead Teachers who attend textbook adoption meetings will be paid their hourly rate.

6.7.2.2 - Tier II

If a training is offered during the school day as well as outside of contract hours (before or after school or during the summer), the employee shall have the option of attending either session. If the employee attends the training outside of contract hours, he/she shall be compensated the daily substitute rate or \$110, whichever is greater.

District Tier II training which occurs outside of the on-site workday, and is voluntary, shall be compensated at the rate of \$110/day or sub rate, whichever is greater (pro-rated for hourly attendance).

Examples of District Tier II training include, but are not limited to, technology workshops in the District lab.

6.7.2.3 - Tier III

Except as set forth in 6.7.2.1 and 6.7.2.2 above, a unit member who attends an in-service training workshop or conference which occurs outside the on-site workday shall not be compensated for such attendance but may, at the District's discretion, receive reimbursement for registration and/or other expenses.

Examples of such activities include, but are not limited to, informal meetings with support providers, Cal. Lit. Projects, programs offered by the Ventura County Office of Education, and Los Angeles County Office of Education.

6.7.2.4 – Positive Attendance Days

There shall be two additional, positive attendance days (i.e., optional; unit members must attend to be paid) for staff development designed to provide the opportunity for collaborative effort in preparation for Common Core. The subcommittee on Instructional Professional Development (IPD) will plan the structure and content of the days. Funding to come from one-time funds designated for Common Core.

6.7.3 A committee comprised of three Association members and three District members shall meet on an as-needed basis to review all known conferences, training, workshops, etc., to discuss and decide into which tier these programs shall be placed.

6.7.4 All notifications of meetings will include the Tier designation.

6.8 Grade Level Meetings

Grade level meetings shall be required for elementary school lead teachers. Grade level meetings may be scheduled by the District up to four (4) times a school year. The length of the individual meetings shall not exceed 90 minutes.

6.9 Pupil conferences and parent conferences shall be considered as meetings for the purposes of this section and are authorized meetings. All elementary teachers shall conference with parents/guardians during the first reporting period and may use up to four (4) minimum days to do so. Kindergarten teachers shall offer a second conference during the second reporting period and may use up to four (4) additional minimum days to do so. Elementary teachers with classes of 30 students or more shall be given one day per school year of release time for additional time involved in parent conferences and report card preparation.

6.10 All employees covered by this article shall personally sign-in and sign-out in the main office of the school or work location when leaving or returning from off site locations during the working day. Such sign-in and sign-out shall exclude the duty free lunch and arrival for work and departure.

6.11 In the event a classroom teacher is required to involuntarily change sites, the teacher shall be compensated for eight (8) hours at his or her per diem hourly rate. A teacher who volunteers in lieu of involuntary transfer will be eligible for compensation. Teachers who elect a voluntary transfer shall not be compensated under this provision.

ARTICLE 7

LEAVES

7.1 Definition

7.1.1 "Immediate family," for the purposes of this article, means the mother, mother-in-law, father, father-in-law, grandmother, grandfather, grandchild, spouse, domestic partner, son, foster son, son-in-law, daughter, foster daughter, daughter-in-law, brother, sister, aunt, uncle, niece, nephew, or cousin, of employee, any relative living in the immediate household of the employee or any person who has, for an extended, continuous and indefinite time, been living in the employee's immediate household, and is domiciled in the employee's household.

7.1.2 Any person who is on unpaid leave may retain health and welfare benefits by paying such cost to the District.

7.2 Sick Leave

7.2.1 General

7.2.1.1 Employees on a regular contract shall be entitled to ten days of sick leave. Unused sick leave may be accumulated without limitation.

7.2.1.2 During a contract year, an employee may use the total number of days granted during that year prior to their being earned.

7.2.1.3 Sick leave is defined as an illness or other physical disability preventing the employee from working. Dental or medical appointments are included when the situation is acute enough to keep the employee from working.

Employees may use their accumulated sick leave to attend to the illness of a member of their immediate family, or an accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.

7.2.1.4 Whenever leave from assignment is frequent or extensive, or whenever the supervisor has any question as to the validity of an illness claim, the illness is to be verified before the supervisor signs the absence report. At the option of the employee, such verification may involve a home visit, submission of a written statement by a physician or a signed affidavit from the employee. If an employee is absent one-half day or less, the employee will be charged with one-half day sick leave. If an employee is absent less than a full day, but more than one-half day, the employee will be charged with a full day of sick leave. Members are responsible for requesting a substitute when needed.

7.2.1.5 When established by the District that a concerted withdrawal of employee services is in progress, the District may instruct supervisors to verify all illness claims by requiring the submission of a written statement by a physician.

7.2.2 Extended Sick Leave

7.2.2.1 During each school year when an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of five school months, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due him or her for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed.

7.2.2.2 For purposes of subsection 7.2.2.1:

- a) The sick leave, including accumulated sick leave, and the five-month period shall run consecutively;
- b) An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

7.2.2.3 When an employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided in subsection 7.2.2.1, and the employee is not medically able to resume the duties of his or her position, the employee shall, if not placed in another position, be placed on a re-employment list for a period of 24 months if the employee is on probationary status, or for a period of 39 months if the employee is on permanent status.

7.2.3 Provisions

7.2.3.1 While on paid sick leave or illness not covered by sick leave, an employee shall retain earned salary schedule status and fringe benefits, and shall receive experience credit, providing the employee served 50% of the school year. After the expiration of all paid sick leave or illness not covered by sick leave, an employee may request a health leave without pay according to the requirements of Section 7.13 of this Article.

7.2.4 Transfer of Sick Leave

7.2.4.1 An employee who has been an employee of another school district for a period of more than one school year, and who accepts a position with this District within the succeeding school year, following the previous employment termination, shall have transferred to this school district the total amount of earned-but unused sick leave to which the employee is entitled.

7.3 Personal Necessity Leave

7.3.1 Per Education Code 44981, up to seven (7) days of sick leave allowed pursuant to Section 7.2.1 may be used each year by an employee, at his or her election, in cases of personal necessity. Any days used for personal necessity shall be deducted from current sick leave. Up to three (3) additional days per year may be approved by the Assistant Superintendent of Personnel.

7.3.2 Personal necessity shall be deemed to be an activity that cannot be conducted outside of normal working hours. These days are non-cumulative and may not be taken for vacation or recreational pursuits, for alternative employment, or concerted activities against the District.

7.3.3 Employees requesting Personal Necessity Leave must complete the Leave Request Form indicating the dates to be used for this purpose.

7.3.4 Employees not eligible for current maternity leave (as set out in 7.16) may use up to an additional three (3) days of personal necessity leave for adoptive or family childbirths of his/her child (not to exceed a total of 10 days for personal necessity).

7.4 Industrial Injury and Illness Leave

7.4.1 Employees shall be allowed leave for a job-related industrial injury or industrial illness. A maximum of sixty (60) working days will be allowed for each industrial injury or illness without limitation as to the number of industrial injuries or illnesses.

7.4.2 When entitlement to industrial accident or illness leave has been exhausted, the employee will be entitled to sick leave under Section 7.2 of this Agreement.

7.4.3 When an industrial accident or illness occurs at a time when the sixty (60) days overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

7.4.4 While on industrial injury and illness leave, the employee shall be entitled to fringe benefits, experience credit, retention of salary schedule status, and salary. Employees will receive the salary differential between workers' compensation and their salary.

7.5 Jury Duty/Witness Leave

- 7.5.1 Employees will be granted a leave with pay to serve on a jury.
- 7.5.2 Employees shall be paid their regular earnings and any amount of compensation received for jury service shall be endorsed to the District with the exception of allowances for mileage, meals, and lodging.
- 7.5.3 Unit members who have been called for jury service during the school year and had such service deferred to any school break one week or longer will receive substitute pay for the time served during such period as a juror. In order to receive the substitute pay, the unit member must provide proof of the deferral. The unit member shall endorse to the District compensation received (from the court) for jury service, with the exception of allowances for mileage, meals and lodging.
- 7.5.4 Leave shall be granted in response to a subpoena to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the employee. If the employee is paid witness fees, employee will reimburse District.

7.6 Legislative Leave

- 7.6.1 A permanent employee who is elected to the State Legislature shall be granted an unpaid leave of absence from his/her duties for the length of the term(s) of office.
- 7.6.2 Six months after the expiration of the term(s) of office, the employee shall be entitled to return to a position for which the employee has a valid credential. The employee shall retain all earned salary schedule status, but shall receive no salary, experience credit, or fringe benefits while on leave.

7.7 Bereavement Leave

- 7.7.1 In addition to available sick leave, if any, the employee shall be allowed three days absence with pay for each death in the immediate family. Employees, for special reasons, may appeal to the Superintendent for an extension of this leave from 3 to 5 days.

7.8 Childrearing Leave

- 7.8.1 Following the birth or adoption of a child by the employee, the employee may request a childrearing leave. The District shall grant such leave for a period not to exceed two semesters following the birth or adoption of a child. A semester is defined as 45 days or more of the fall or spring term. Following the exhaustion of mandatory childrearing leave, the employee may be granted an additional childrearing leave not to exceed two semesters.

7.8.2 Upon return to work, the employee shall be assigned a position for which the employee has a valid credential.

7.9 Opportunity Leave

7.9.1 Opportunity leave is defined as an opportunity for the employee to have an alternate experience that will enhance that employee's effectiveness.

7.9.2 If granted, opportunity leave shall be for one or two semesters when possible.

7.9.3 The District may grant additional leave in multiples of semesters for a period of time such that the total of the opportunity leave does not exceed four semesters.

7.9.4 Upon return to work, the employee shall be assigned a position for which they hold a valid credential.

7.9.5 The employee shall retain all earned salary schedule status and shall receive no salary, experience credit, or fringe benefits while on leave.

7.9.6 Experience credit may be granted for teaching experience on opportunity leave.

7.10 Sabbatical Leave

7.10.1 The purpose of a sabbatical leave is to provide an opportunity through study or travel and observation, for the teacher to prepare for a higher quality of service to the District.

7.10.2 As a condition precedent to the submission of a request for sabbatical leave of absence, a certificated employee must meet the following criteria:

7.10.2.1 Rendered service for seven consecutive contract years in the District.

7.10.2.2 Rendered service as a full-time employee during the total number of prescribed school days in each of the seven consecutive years (i.e., the days in each school year minus the total number of days off for approved and verified leaves under District policies).

7.10.2.3 Rendered service for an additional year for each year (if any) which has been given as a leave in which the certificated employee failed to render service for the total number of school days in the school year. (Exception: A leave granted for a service under a nationally recognized fellowship or foundation approved by the State Board of Education for not more than one year for research, teaching, or lecturing, shall not be deemed a break in continuity of service, but shall be included in the required seven consecutive years of service).

- 7.10.3 The criteria for approving such leaves by the District shall be governed by:
- 7.10.3.1 potential benefit to the District;
 - 7.10.3.2 competency in present assignment;
 - 7.10.3.3 relative merits of reasons for desiring leave;
 - 7.10.3.4 service rendered beyond hours in the classroom;
 - 7.10.3.5 willingness to share knowledge;
 - 7.10.3.6 other appropriate factors.
- 7.10.4 The number of persons granted sabbatical leave may be up to and including 2% of the number of regular certificated contract employees on June 1 immediately preceding the school year for which the leaves are being granted. Calculation shall be rounded to the next whole number when reaching ".5". The granting of sabbatical leave is contingent upon the availability of funds as determined by the District.
- 7.10.5 A sabbatical leave shall not be granted for less than one semester nor more than two semesters of any one school year.
- 7.10.6 It is recommended that sabbatical leave for one semester be granted for the second semester of the school year.
- 7.10.7 While on sabbatical leave of absence, the employee will receive 50% of his/her yearly salary if he/she is granted a year's leave and 100% of his/her semester salary if given leave for one school semester. For the determination of his/her stipend, the business office shall use as a base the salary he/she would have received should he/she have continued in his/her regular service as a certificated employee in the district.
- 7.10.8 Salary will be paid for the sabbatical leave in the same manner as if the employee were on duty in the District.
- 7.10.9 Any person granted a sabbatical leave of absence with pay may return to the District for two years and post a bond to guarantee such return. If the employee fails to return to service because of death or physical or mental disability, such bond shall be exonerated.
- 7.10.10 Sabbatical leave shall count toward retirement and the retirement and annuity contribution shall be collected in the usual manner. Upon return to teaching service for the District after a sabbatical leave, the salary shall be that of the step on the schedule the employee would have received had he/she not been absent from service to the District. If the employee would qualify for a higher classification, the proper assignment to that classification shall be made.

- 7.10.11 Interruption of a program of study or travel while on sabbatical leave caused by serious illness or accident, evidence of which is satisfactory to the District, shall not be held against an employee with regard to the fulfillment of the conditions regarding study or travel under which compensation paid to the employee while on leave, provided, however, that the District has been promptly notified of such accident or illness. In the case of such accident or illness while on sabbatical leave, notification shall be made by registered letter, mailed within ten (10) days of the time of the accident or the onset of the illness.
 - 7.10.12 Within sixty (60) calendar days following the employee's return to work from sabbatical leave, a comprehensive written report covering the project and/or experience shall be submitted to the District.
 - 7.10.13 Upon return to work, the employee, whenever possible, shall be assigned a position which is equivalent to his/her prior position.
 - 7.10.14 Sources of funding for sabbatical leaves other than the District budget shall be explored by a committee formed and chaired by the Association at full salary. The District shall be represented on the committee by the Assistant Superintendent - Personnel.
- 7.11 Leave of Absence Without Pay
- 7.11.1 A leave of absence without pay may be considered on an individual basis and the District's action depends upon the merits of each case. While on leave of absence without pay, an employee shall only retain salary schedule status and shall receive no fringe benefits, salary, or experience credit. Upon return from leave, the employee shall be assigned a position for which the employee has a valid credential.
- 7.12 Military Leave
- 7.12.1 An employee, upon submission of military orders, shall be granted a leave of absence without loss of salary to report for annual active duty training. After one year of public employment, employees on leave are entitled to District, as well as military pay for the first thirty (30) days.
 - 7.12.2 During any war in which the United States of America is engaged, or during any period of national emergency declared by the President of the United States, an employee who enters the active military service of the United States shall be granted a leave of absence without pay and fringe benefits for the period of such enlistment or required service. This leave shall not be continued following a voluntary reenlistment.
 - 7.12.3 Upon completion of the service requirement, the employee shall be reinstated to a position for which the employee held a valid credential at the time of enlistment or induction, and the period of absence shall not be construed to be a break in service.

7.13 Health Leave Without Pay

- 7.13.1 A health leave without pay may be requested by an employee and shall be granted for a period not to exceed four semesters. Such leave request shall contain a statement from a licensed physician indicating the nature of the illness and the period of confinement.
- 7.13.2 The District reserves the right to require the employee to submit to a physical examination by a licensed physician selected by the employee from a panel provided by the District prior to granting and before returning from leave. The costs of such a physical shall be borne by the District.
- 7.13.3 While on health leave without pay, an employee shall only retain salary schedule status and shall receive no fringe benefits, salary, or experience credit.
- 7.13.4 Upon return from leave without pay, the employee shall be assigned a position for which he/she has a valid credential.

7.14 Notice of Intent to Return from Leave of Absence

- 7.14.1 Bargaining unit members who have been granted a leave of absence under any leave contained in this Article shall notify the District Personnel Office in writing as to their intent to return to employment of the District. In accordance with Education Code 44842, the bargaining unit member shall provide notice on the District form, no later than June 30, of their intent to return to service for the upcoming year.

7.15 Catastrophic Leave

- 7.15.1 Leave bank participants who suffer a catastrophic illness, long-term illness or disability which results in a member using all available paid leaves, including regular and extended sick leave, shall become eligible to use this catastrophic sick leave bank, subject to the restrictions and conditions outlined in this article.

A permanent employee who has exhausted all accrued paid leave may request up to fifty (50) additional days of paid sick leave as a result of catastrophic illness or injury. When the fifty (50) days are exhausted, the employee may apply for an additional fifty (50) days. An employee may not receive more than one hundred (100) days in a twelve-month period. For the purposes of this article, a day is defined as any portion of a regularly calendared day that is missed.

- 7.15.2 "Participant" means any permanent certificated employee who voluntarily contributes one of his/her sick days per school year into the leave bank during an open enrollment period.

- 7.15.3 Days may be donated for the remainder of a unit member's career by signing the catastrophic leave form. One day per year of accrued leave will be added to the sick leave bank from the participant. A certificated member may enroll in the program during any open enrollment period. A participant may opt out of the program at any time in writing to the Assistant Superintendent of Personnel, but loses all donated days (except those in future school years) and rights to draw from the catastrophic leave program.
- 7.15.4 “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off. Any leave for which the member has applied for workers’ compensation shall be excluded from the definition of catastrophic leave.
- 7.15.5 Participants applying for an initial grant from the Leave Bank shall be required to submit to the Committee a doctor’s statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential. The Committee may require a medical review by a physician of the Committee and District’s choice at the participant’s expense. Unless waived by the Committee, only a physician who qualifies under the District-offered insurance policies shall be chosen. Refusal to submit to the medical review will terminate the participant’s continued receipt of a grant. The Committee may deny an additional grant based upon the medical report.
- 7.15.6 If a participant is incapacitated, applications may be submitted to the Committee by the participant’s agent or member of the participant’s family.
- 7.15.7 Grants from the Leave Bank shall be made in units of no fewer than five (5) days. Participants shall submit requests for further grants prior to their grant’s expiration. No participant may receive more than 100 days per illness or occurrence within twelve (12) consecutive months (per Ed. Code 44043.5). After a twelve (12) month period, an employee is eligible to submit a request for additional days.
- 7.15.8 A day of donated sick leave shall be considered one day for purposes of credit to the Sick Leave Bank.
- 7.15.9 If an employee uses a day from the Leave Bank, pay for that day shall be the same pay the employee would have received had the employee worked that day.
- 7.15.10 Any days approved by the Committee that are unused by the member shall be returned to the Bank.

- 7.15.11 For purposes of qualifying for STRS Disability Retirement, grant days shall not be considered available leave.
- 7.15.12 If there are no days remaining in the Bank to provide any additional grants, the Committee shall so notify applicants and must deny any additional grants.
- 7.15.13 The Committee shall notify the District payroll office in writing of all approved grants.
- 7.15.14 Members who are granted use of Leave Bank days shall be considered in regular paid status during such use.
- 7.15.15 Administration of the Bank: The catastrophic leave request shall be reviewed by a Catastrophic Review Committee consisting of two representatives selected by the LVEA and two members selected by the District. The Leave Bank Committee shall have the responsibility of maintaining the records of the Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests and communicating its decisions, in writing, to the participants and the District.
- 7.15.16 The Committee's authority shall be limited to administration of the Bank. The Committee shall establish procedures which include the size of grants available and shall approve all properly submitted requests complying with the terms of this Article and the procedures, if days are available.
- 7.15.17 Applications shall be reviewed and decisions of the Committee reported to the applicant and the payroll office, in writing, within ten (10) workdays of receipt of the application.
- 7.15.18 The committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals or denials.
- 7.15.19 If the Leave Bank is terminated for any reason, the days remaining in the Leave Bank shall be returned to the then current members of the Leave Bank proportionately.
- 7.15.20 Once the Leave Bank has accumulated one thousand or more days as of July 1 of any year, contributions will be waived for existing members of the Leave Bank for the next year. Should, in any year, the total number of banked days drop below one hundred (100) days, then for the duration of the year the Committee may authorize a voluntary donation for that year.
- 7.15.21 Should any of the provisions relating to catastrophic leave be found to be contrary to Education Code § 44043.5(c), the parties agree to reconvene to modify the language.

7.16 Maternity Leave – For complete information on maternity leave, please contact Personnel Services for a maternity leave packet.

7.16.1 In conformance with California Education Code Section 44956, any unit member who is pregnant shall be entitled to use of sick leave for maternity purposes when there is a disability caused or contributed to by pregnancy, miscarriage, childbirth or recovery therefrom.

7.16.2 The length of the maternity leave, including the beginning and ending dates, shall be determined by the unit member and her physician.

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

7.17 Family and Medical Leave - For complete information on Family and Medical Leave, please contact Personnel Services.

The District agrees to comply with the State and Federal laws on Family Leaves. The FMLA provides that eligible employees (those who have worked 1250 hours in the previous year) may have unpaid leave for specific reasons provided within the statutes of up to 12 weeks without losing health benefits. Other paid leaves may be offset against the 12-week period.

Leaves for any of the following purposes qualify for Family Medical Leave:

1. The birth of a child of an employee, and to care for a newborn;
2. The placement of a child with an employee in connection with adoption or foster care of a child by an employee;
3. Leave to care for a child, parent, or spouse who has a serious health condition; or
4. Leave because of serious health condition that makes the employee unable to perform the essential functions of his/her position.

ARTICLE 8

TRANSFERS

8.1 Definition

8.1.1 A "transfer," with the exception of traveling employees, means the relocation of an employee from one school or District work site to another.

8.2 Employee Initiated Transfer

8.2.1 Procedure

8.2.1.1 No later than January 20 of each school year, all employees will be requested to fill in an assignment objective form on which the employee may make a transfer request for the following school year.

8.2.1.1.1 Assignment objective sheets shall be reviewed by the principal or supervisor prior to forwarding to the Personnel Office.

8.2.1.1.2 Assignment objective sheets are due in the District Office by February 20.

8.2.1.1.3 By March 1, a listing of all employees requesting transfers will be compiled for each school and the total district.

8.2.1.1.4 Employees initiating transfer requests will be provided interviews with appropriate principals or supervisors, department chairpersons and the Assistant Superintendent - Personnel, providing appropriate vacancies exist. Interviews will be scheduled within a reasonable time period.

8.2.1.1.5 When an opening occurs during the school year, the selection process shall proceed according to the provisions of this article but the District may choose to transfer the employee selected at the end of the semester in which the opening occurs at the secondary level and at the end of the year at the elementary level.

8.2.2. Conditions

8.2.2.1 The District shall be responsible for determining the staffing needs of each school.

8.2.2.2 Temporary or vacant positions shall be open to all qualified applicants in accordance with 8.2.2.4 and 8.2.2.5 whether or not they are current employees.

8.2.2.3 Provided that applicable federal and state fair employment practice laws are not violated, the District shall determine who is the most qualified applicant for each temporary or vacant position in accordance with 8.2.2.4 and 8.2.2.5.

8.2.2.4 The District shall consider the following factors when filling permanent or temporary vacant positions:

8.2.2.4.1 appropriate credential / authorization;

8.2.2.4.2 major and minor areas of academic preparation as they relate to the assignment;

8.2.2.4.3 major and minor areas of academic preparation as they relate to the grade level;

8.2.2.4.4 teaching experience in the subject area;

8.2.2.4.5 applicant's ability and commitment to provide additional services (yearbook, debate, coaching, etc.);

8.2.2.4.6 background in non-school experience related to the job assignment, as listed in description of job opening;

8.2.2.4.7 teaching skills appropriate to the grade level;

8.2.2.4.8 teaching skills appropriate to the subject area.

8.2.2.5 If the above factors are substantially equal, then the employee with the longest service to the District shall be transferred.

8.2.3 Announcements of Anticipated Vacancies or Openings:

8.2.3.1 The District will anticipate staffing needs no later than March 15 of each school year. These needs will be based upon projected growth figures, retirees, leave requests, leave returns and the history of last minute decisions made by its employees that so affect staffing.

Employees requesting a transfer from one work location to another specific work location shall notify the District through provisions covered in Article 8, Transfers Sub Section 8.3.1.1. The District will consider the transfer request of its employees in such cases where the vacancy and actual grade are known as detailed in Sub Section 8.3.1.1.4.

Subsequently, the District will post and recruit for certificated staff as determined by the administration.

8.2.3.2 The certificated personnel office will be responsible to announce specific job openings indicating the school, the grade, the type of program, and any specific staff needs or qualifications. In addition to the regular posting of vacancies, the personnel office will maintain a current list of those who have indicated an interest in a transfer and will be responsible for emailing vacancy notification to their district email address during the summer recess.

8.2.3.3 During the summer, announcement of vacancies will be available on EdJoin.org or mailed by request to those who are not on site and who wish to receive information.

8.2.4 Application

8.2.4.1 Applications for transfer may be made at any reasonable time prior to the beginning of the semester.

8.2.4.2 Any employee may apply for an opening on a permanent or temporary basis, provided that the employee applying is credentialed for that position and meets the minimum qualifications as listed in the job description.

8.2.4.3 An employee of the district applying for an open position who meets the qualifications of the position shall be granted an interview.

8.2.5 Denial

8.2.5.1 Upon an employee's request, the personnel office, within a reasonable time, shall provide the employee with a written reason as to why the employee was not given a voluntary transfer.

8.2.6 Notification

8.2.6.1 When a transfer is accepted or declined, the member shall be notified within ten (10) days of the decision being made.

8.3 District Initiated Transfer

8.3.1 Principal or Supervisor Initiated Transfer

8.3.1.1 A principal or supervisor may request the transfer of an employee for performance reasons by submitting a written request to the personnel office.

8.3.1.2 Prior to making such request for transfer, the perceived performance problem will be specifically identified in a timely manner; the principal's or supervisor's recommendations for improvement and the assistance in recommendation shall be given. The employee shall be given an opportunity to improve.

8.3.2 Transfers due to changes in enrollment, program changes, school closures and similar occasions.

8.3.2.1 Whenever changes in enrollment, program, school closure and/or similar occurrences necessitate employee transfers between schools, the District shall first solicit volunteers and determine if the volunteer will be appropriate or the transfer. If further transfers are necessary, the criteria of 8.3.2.2 shall apply.

8.3.2.2 Criteria to be applied:

8.3.2.2.1 appropriate credential / authorization;

8.3.2.2.2 major and minor fields of studies as they relate to the assignment;

8.3.2.2.3 previous experience in the grade or subject area;

8.3.2.2.4 skills in areas that are adjunct to the regular assignment;

8.3.2.2.5 specialized teaching methods such as team teaching or shared assignments;

8.3.2.2.6 if the above factors are substantially equal, then the unit member with the least service to the District shall be transferred.

8.3.3 District Office Initiated Transfer

8.3.3.1 The District may transfer no more than 2% of the employees in any given year for reasons other than those contained in 8.3.1 and 8.3.2. In no event shall a District Office initiated transfer be made for arbitrary or capricious reasons.

ARTICLE 9

CLASS SIZE

- 9.1 For the life of this Agreement, class size shall be determined by the District. Class size includes teacher, counselor and psychologist employees.

This contractual class size language takes its vitality from the District's and LVEA's commitment to the learning process – a shared interest in maximizing the learning of students. While there are no required class sizes, hiring ratios, or averages, nor counselor or speech pathologist case loads, both the District and LVEA realize that student learning can be negatively impacted by large class or case load sizes. Class sizes at high schools and middle schools that exceed departmental averages for a particular course by more than 10% after the first ten school days will be reviewed by the department chair and the principal. Class sizes at elementary schools that don't approximate the site average for that grade level will be reviewed by the grade level lead and the principal. Case loads that don't approximate the average or reflect program design differences shall be reviewed by the immediate supervisor and the department chair.

- 9.2 When planning elementary and secondary class sizes, principals should balance sizes of like-classes to the extent that it is feasible.

- 9.3 Elementary Combo Class Stipend

Any elementary teacher required to teach a combination class shall receive an annual stipend of \$2,000 and 3 release days for the purpose of planning, observation and/or collaboration. For the purposes of this section, "required to teach" means a combination class created by variances in enrollment at a school site. It does not include combination classes, which are the result of program design.

- 9.4 As long as state funding is provided, it is the District's intent to comply with the state's K-3 class size limitations.

To that end, parties agree that the Transitional (Journeys) Kinder-3 overall average at each site will not exceed 10% more than the level prescribed by state funding requirements while maintaining the state's K-3 class size limitation average district-wide.

The intent of this flexibility is not to have classes above 24, but to allow schools to house children in their neighborhood schools should they move in during the school year, avoid combination classes, or account for adjustments in staffing.

The Association and the District agree there will be a wholesale effort to maintain class size ratios at 24:1.

ARTICLE 10

PROCEDURES FOR EVALUATION

- 10.1 By October 1, employees shall be provided with the forms used in the evaluation process and advised if they are to be evaluated in that school year.
- 10.2 By October 15, each employee who is being evaluated shall meet with the evaluator to share ways of assisting one another in the evaluation process. An employee may record limitations or constraints that he/she feels affect the achievement of the California Standards for the Teaching Profession (CSTP). For those permanent employees who elect, they may advise their evaluator of their particular focus in CSTP.
- 10.3 Probationary employees shall be evaluated once a year. First year probationary employees shall receive their evaluations no later than 30 calendar days prior to the last instructional day. Second year probationary employees shall receive their evaluations by March 1.
- 10.4 Permanent employees shall be evaluated no less than once every other year unless they are exempted pursuant to Education Code § 44664: At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the Federal No Child Left Behind Act of 2001 (20 U.S.C. Sec. 6301, et seq.), as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.
- 10.5 All evaluations shall be on the Certificated Summary Evaluation Report (evaluation form), and the dates and times of classroom observation shall be noted. Except as set forth in 10.7, there shall be at least three separate formal observations totaling approximately 120 minutes. At least one observation should include a complete lesson. Informal observations that raise concerns should be discussed in a timely manner prior to notations in the final evaluation.
- 10.6 For probationary and temporary employees, two of the formal observations shall occur in the first semester.
- 10.7 Permanent employees not yet eligible for five-year cycles who have received a rating of satisfactory in their most recent evaluation may, by mutual agreement, have the number of observations for the current year's evaluation reduced to as few as one, which will include a complete lesson. If the employee and evaluator have agreed to one formal observation and the observation indicates less than satisfactory performance, the employee will be observed at least two additional times.

- 10.8 Following a formal observation, the evaluator shall provide feedback to the employee. If requested by either party, a conference shall be held within five (5) days of the request.
- 10.9 At the final conference, the employee and the evaluator shall review a draft version of the evaluation form. The final version of the evaluation form shall be provided to the employee and sent to Personnel Services for inclusion in the Personnel file.
- 10.10 If an employee receives an unsatisfactory evaluation, he or she shall continue to be evaluated pursuant to Education Code § 44664.
- 10.10.1 Employees shall be given specific reasons for unsatisfactory evaluation, and the District shall provide resources and training as set out in the “Experienced Participating Teacher (ET)” section of the LVUSD Teacher Support Program (BTSA/PAR/TSP).
- 10.10.2 Employees shall be notified that they may have LVEA representation.
- 10.11 Should the employee disagree with the evaluation, the employee may file a statement and have that statement attached to the evaluation pursuant to Education Code § 44031.
- 10.12 In accordance with the Education Code, the District shall notify a probationary employee on or before the following dates of its decision to reelect or not reelect the employee for the next succeeding school year:
- 1) First-year probationary employees, by the end of June
 - 2) Second-year probationary employees, by March 15

The notice to the probationary employee shall include reason(s) for the decision not to reelect him/her. A first year probationary employee shall be notified by the principal or Assistant Superintendent – Personnel by the last school day in June if he/she is not to be retained, although the official action of the Board may be delayed until June 30.

ARTICLE 11

JOB SHARING/PART-TIME ASSIGNMENT

11.1 Definitions

11.1.1 "Job Sharing" shall refer to two (2) teachers sharing one (1) teaching assignment.

11.1.2 "Part-Time Assignment" shall refer to an employee who elects to work less than full time.

11.2 Job Sharing

11.2.1 General Provisions

11.2.1.1 Permanent teachers who teach or are qualified to teach in grades K-5 or in self-contained classes in grades 6-12 are eligible to apply for job sharing assignments.

11.2.1.2 Two (2) teachers shall share an assignment for a minimum of one year.

11.2.1.3 Any self-contained assignment may be available to job share by teachers who have notified the personnel office in writing on the prescribed forms. Applications for a new job-sharing assignment for the following school year shall be filed with the District no later than February 1.

11.2.1.4 If a teacher on a regular contract is in a job sharing assignment and elects to return after the first year to full time teaching pursuant to 11.2.1.3, the teacher will be returned to his/her original school based on the District-maintained seniority list. If a teacher on a regular contract is in a job sharing assignment for more than one year and elects to return to full time teaching pursuant to 11.2.1.3, the teacher will be assigned to the first available full time teaching position for which he/she is credentialed and qualified based on the District-maintained seniority list.

11.2.1.5 All requests for job sharing shall be reviewed by the principal and the Assistant Superintendent of Personnel in consultation with the job-sharing applications.

11.2.1.6 The District representative shall approve or deny the request. The decision of the district representative shall be final. If the employee requests, the reason for the denial for the job sharing assignment shall be put in writing and sent to the employee.

- 11.2.1.7 Notwithstanding other provisions of this contract, job-sharing teachers' wages and benefits shall be prorated relative to the actual time worked plus entitlement to and employment of paid leave. In no event shall the total amount of health and welfare benefits for the job sharers exceed the amount the District would have paid if the position had not been shared.
- 11.2.1.8 Job-sharing teachers shall receive salary schedule increments on a pro rata basis, provided however, that no movement on the schedule shall occur until the teacher has accrued at least one year's worth of credit. STRS and attainment of permanency shall be governed by applicable statutory provisions and are not affected by this provision.
- 11.2.1.9 Upon request of the two teachers, a job-sharing assignment may be renewed provided the two teachers notify the District prior to April 1. In the event the two teachers fail to notify the District of their desire to continue the job-sharing assignment or in the event the District does not approve the continuance of the assignment, the teachers shall be returned to full-time assignments.
- 11.2.1.10 Except in emergency or unforeseen circumstances, job share teachers shall notify the District of their desire to go full time no later than February 28 of the current school year.

11.3 Part-Time Employment

11.3.1 General Provisions

- 11.3.1.1 Any employee who works, or is qualified to work, in grades 6-12 in other than a self-contained classroom may request a part-time assignment.
- 11.3.1.2 A reduction in assignment from full to part-time is subject to the availability of replacement(s).
- 11.3.1.3 Applications for a new part-time assignment for the following school year shall be filed with the District no later than February 1.
- 11.3.1.4 An employee wishing a part-time assignment shall submit a written request to the personnel office.
- 11.3.1.5 All requests for part-time assignments shall be reviewed by the applicant's supervisor and a district office representative.

11.3.1.6 The District representative shall approve or deny the request. The decision of the district representative shall be final. If the employee requests, the reason for the denial of the part-time assignment shall be put in writing and sent to the employee.

11.3.1.7 Wages and benefits shall be prorated relative to the time worked plus entitlement to and employment of paid leave.

11.3.1.8 Part-time employees shall receive salary schedule increments on a pro rata basis, provided however, that no movement on the schedule shall occur until the employee has accrued at least one year's worth of credit. (Example - two (2) one-half year assignments constitute one (1) year of service on salary advancement. STRS and attainment of permanency shall be governed by applicable statutory provisions and are not affected by this provision.

11.3.1.9 Upon request of the part-time teacher, a part-time assignment may be renewed provided the teacher notifies the District prior to April 1. In the event the teacher fails to notify the District of his/her desire to continue the part-time assignment or in the event the District does not approve the continuance of the assignment, the teacher shall return to full-time assignment if he/she was full time prior to being employed as a part-time teacher.

11.4 Willie Brown (Ed Code 22713)

Based on the provisions of Education Code 44922, the District may provide a "reduced workload" to certificated employees who meet the criteria. In order to qualify, the bargaining unit member must:

- be at least 55 years old
- have been employed in a position requiring certification for at least ten (10) years in LVUSD of which the immediately preceding five (5) years were full-time employment

If the bargaining unit member does enter into this program, he/she:

- will work a minimum of a 50% contract;
- will receive health benefits as a full-time employee;
- will have a prorated salary to the portion of the contract worked;
- will pay their own STRS as if they worked a 100% contract;
- will receive STRS payment from the district as if the employee worked 100%

ARTICLE 12

SPECIAL EDUCATION

The District and the Association agree to comply with the provisions of law within the scope of bargaining which regulate the delivery and implementation of special education programs.

The District and the Association agree to collaborate on working to elevate the State of California's awareness relative to issues on Special Education funding with the goal of securing additional funds.

ARTICLE 13

SALARIES AND WELFARE BENEFITS

13.1 Total Compensation

“Total compensation” means the amount of salary paid at the maximum step and column, excluding incentives, as described in the Los Angeles County survey of salary and fringe benefit contribution plus the total cost of the maximum annual employer paid fringe benefit contributions as described in Section III, of the said Los Angeles County survey.

13.1.1 The 2012-2013 school year will begin with 185 workdays scheduled (180 days of instruction).

13.1.2 If the State implements mid-year cuts to revenue for the 2012-13 fiscal year, State reduction days would be based on the following:

If the mid-year cuts in revenue are:

1.5% < mid-year cuts \leq 2%, there will be 2 state reduction days;

2% < mid-year cuts \leq 2.5%, there will be 3 state reduction days;

2.5% < mid-year cuts \leq 3%, there will be 4 state reduction days;

3% < mid-year cuts \leq 3.5%, there will be 5 state reduction days;

3.5% < mid-year cuts \leq 4%, there will be 6 state reduction days;

4% < mid-year cuts \leq 4.5%, there will be 7 state reduction days;

4.5% < mid-year cuts \leq 5%, there will be 8 state reduction days.

13.1.3 Restoration of State Reduction Days – Buy Back Calculation: For every amount of \$350,000 above the \$9,493,000 in unrestricted reserves (previously known as F2 (column A) – 2a – DEU (3%)) as determined by the unaudited actuals on or about September 15, 2012, a state reduction day as set out above will be restored. If state cuts exceed 5.0%, the unrestricted reserve will be increased by \$215,285 over the \$9,493,000 amount for each 0.5% cut. For example, if the cut is 6.0%, the usable reserves will be \$9,923,570. The calculation will be rounded to the nearest half-day.

13.1.4 LVEA agrees for the purposes of AB 1200 compliance or three-year budget planning and salary schedule implementation for 2013-2014 fiscal year that the work days will be the minimum allowed by the statutory limit on instructional days, with the salary schedule equated.

13.1.5 The District’s goal will be 185 workdays for the 2013-14 fiscal year.

13.1.6 There shall be a two percent (2%) increase to the salary schedule effective August 1, 2013.

13.2 Salary Schedule Requirements

13.2.1 Beginning June 30, 2002, initial step placement shall be based upon year-for-year credit up to a maximum of eight years for full-time teaching experience. Previous experience credit shall be granted for comparable full-time teaching. For experience which the District deems to be directly related to the new employee's assignment, one year of salary credit for each two years of experience shall be granted, not to exceed a total of two years for placement purposes. Credit will not be given for substitute work.

13.2.1.1 Unit members who are laid off and are working as substitutes per Ed. Code 44956, shall earn credit toward salary schedule advancement, provided he/she works for 75% or more of the school year.

13.2.2 Class placement shall be on the basis of the number of semester units completed prior to the first day of the employee's work year.

13.2.3 Units completed prior to the issuance of the Bachelor's Degree shall be counted as post-bachelor degree units only if certified by the registrar of the institution that they are graduate level courses and are applicable to the teaching credential or Master's Degree.

13.2.4 All courses or inservice programs shall be submitted for prior approval to the Professional Standards Committee.

13.2.5 Upper division courses will be approved (Article 13.2.7) if it can be demonstrated that they will contribute to the employee's professional growth or if they are required for a credential.

13.2.6 Lower division courses will be acceptable (Article 13.2.7) only in cases where an employee is in or has accepted an assignment in an area for which he/she has not met the requirements for a credential.

13.2.7 For placement on Column VI, unit members hired after February 1, 1986, shall be required to have a Master's Degree with 60 units above BA; or Master's Degree with 45 units above BA and National Board Certification; or Bachelor's Degree with 60 units above BA and National Board Certification.

13.2.8 Application for salary schedule credit shall be made on forms prescribed by the District and shall be evaluated by the Professional Standards Committee.

Course work shall be submitted to the principal for recommendation before being submitted to the Professional Standards Committee. It is understood that this can be, but need not be, accomplished during the goals conference.

- 13.2.8.1 If an employee is within three semester or four quarter units of attaining column advancement as of the first day of school in September and completes those units by the first day in the second semester, the employee's salary will be adjusted and the new salary prorated for the remainder of the school year.
- 13.2.8.2 The District shall credit no more than eight (8) semester units of course work taken in any one (1) school semester for employees working full time. No credit limitation will be imposed during summer months. However, all units earned by the employee meeting the requirements of this contract may subsequently be submitted for salary enhancement purposes.
- 13.2.9 An employee may request equivalent unit credit for District and District approved inservice programs for class placement and advancement. One unit applicable for salary credit may be earned for each sixteen hours of participation and meeting specific attendance requirements. If a unit member is being paid to participate in the training, including but not limited to stipends or contract salary, the units or training will not be eligible for salary advancement. The prohibition on credit does not include payments or reimbursement for the cost of the training or the course work.
- 13.2.10 All employees who possess an earned doctorate from an accredited institution will receive a \$400 bonus each year in addition to their regular earnings.
- 13.2.11 Effective July 1, 2003, employees who have served more than thirteen (13) continuous full-time years under the jurisdiction of the District shall, by specific District action, be allowed an additional annual longevity increment in the amount agreed to through negotiations. The increment shall be adjusted by the same percentage amount and in the same time sequence as the teacher's salary schedule is adjusted for the term of the contract.

A year of full-time service is defined herein as active service for 50% of the days the schools were in session during the year applicable. Authorized leaves of absence shall not be considered a break in the continuity required, but shall be excluded in the computation of the number of days of required service in any one year. "Continuous" as used in the anniversary increment relates only to the question of credit for the particular years of service. A year (or years) of unpaid service shall not constitute a break in the accumulation of credit toward anniversary increments, although the unpaid year (years) will not be counted.

Longevity increments are paid commencing with the employee's 14th year of service, 16th year of service, 21st year of service and 26th year of service.

13.2.12 Additional Compensation

Additional compensation shall be paid to employees performing the referenced assignments as specified in Appendix "B".

13.2.13 Travel which is undertaken primarily for education rather than recreational purposes may be approved for salary unit credit, not to exceed three semester units or its equivalent within each column with a maximum of ten units for all columns. Unit members hired after February 1, 1986, shall receive no credit for travel.

Beginning in the 1986-87 school year, travel that is undertaken primarily for educational rather than recreational purposes may be approved for salary unit credit not to exceed three units per column up to a maximum of six units total for all columns.

13.3 Welfare Benefits

LVEA and LVUSD remain committed to researching ways to improve health benefits with full employee coverage a priority and reducing or eliminating the out-of-pocket expenses for all bargaining unit members.

13.3.1 The District provides medical insurance to eligible employees through PERS or other negotiated provider (eligible means .5 FTE or more). PERS Benefits are provided by calendar year, January 1 - December 31.

13.3.2 PERS Benefits Plan

The District will contribute the following amounts toward employee insurance benefits:

13.3.2.1 Calendar Year Allowance 2013: A benefit allowance not to exceed \$9,800 for single coverage employees, \$10,000 for two-party coverage employees, and \$11,200 for family coverage employees, shall be provided towards a cafeteria program.

13.3.2.2 Calendar Year Allowance 2014: A benefit allowance not to exceed \$9,800 for single coverage employees, \$10,200 for two-party coverage employees, and \$11,600 for family coverage employees, shall be provided towards a cafeteria program.

13.3.2.3 Out of the benefit allowance, \$192/year shall be a mandatory allocation toward medical insurance.

13.3.2.4 Eligible employees must purchase income protection insurance and either single, two-party, or family dental and vision coverage.

13.3.2.5 Medical insurance must be purchased unless proof of alternate coverage acceptable to the District is provided. Eligible employees may select any of the medical insurance plans offered by PERS to District employees.

13.3.2.6 Money not used towards the above insurance plans shall be received by the employee in cash as noted below (subject to applicable law). Effective for employees hired on or after October 1, 1996, this benefit shall not be available until the first benefit enrollment period after the granting of tenure.

Cash Back:

Cash Back with selection of a medical plan:

- Full time employees hired prior to January 1, 2001, and receiving cash back in 2012:

If total benefit plan is less than \$6,500, the total of selected benefits will be subtracted from \$6,500 to determine the annual cash back amount (pro-rated for part-time, benefit eligible employees). Cash back amount will not exceed the 2012 cash back amount received by the employee.

- Full time employees hired on or after January 1, 2001, and full time employees hired prior to January 1, 2001, and not receiving cash back in 2012:

If total benefit plan is less than \$6,500, the total of selected benefits will be subtracted from \$6,500. The cash back amount is capped at \$2,000 per year (pro-rated for part-time, benefit eligible employees).

Cash Back without selection of a medical plan:

- Full time employees hired prior to January 1, 2001, and receiving cash back in 2012:

\$192 mandatory health insurance allocation will be deducted in lieu of the medical plan selection. If total benefit plan selections, in addition to the mandatory health insurance allocation, are less than \$5,000 (pro-rated for part-time, benefit eligible employees), employee is eligible for the difference as cash back. Cash back amount will not exceed the 2012 cash back amount received by the employee.

- Full time employees hired on or after January 1, 2001, and full time employees hired prior to January 1, 2001, and not receiving cash back in 2012:

\$192 mandatory health insurance allocation will be deducted in lieu of the medical plan selection. If total benefit plan selections, in addition to the mandatory health insurance allocation, are less than \$5,000, employee is eligible for cash back. This benefit is capped at \$2,000 maximum cash back (pro-rated for part-time, benefit eligible employees).

- 13.3.3 Employees who work 50% or more but less than full-time shall have their benefit allowances prorated.
- 13.3.4 Employees who work less than 50% are not eligible to participate in the health benefits or income protection programs. However, any employee who, on December 31, 1992, was working less than 50% and receiving medical insurance shall continue to be able to receive medical insurance on a pro rata basis. If the District is not able to provide a medical plan, such employees shall receive the prorated amount in cash to allow them to purchase their own insurance.
- 13.3.5 All those regular employees working more than half-time and having benefits paid 100% by the District as of June 30, 1976, will continue to receive medical, dental, vision, and income protection benefits paid by the District on the same basis and in the same amount as that provided to full-time employees, so long as the employee continues to work more than half-time.

ARTICLE 14

EMPLOYEE LEGAL PROTECTION

- 14.1 The District shall insure against the personal liability of employees for damages for death, injury to persons, or damage or loss of property caused by the negligent act or omission of the employee when acting within the scope of his/her employment.
- 14.2 Employees shall be reimbursed for loss or destruction of or damage to personal property. Reimbursement shall be made only when approval for the use of personal property in the schools was given before the property was brought to school and when the value of the property was agreed upon by the employee or employees bringing the property and the Board. The Board may establish a maximum value of reimbursement which will be paid.
- 14.3 Notification Regarding Student Discipline
- 14.3.1 In accordance with Education Code Section 49079, the District shall inform the teacher of every student who has caused, or who has attempted to cause serious bodily injury or injury, as defined by applicable law, to another person. The District shall provide the information to the teacher based on any written records that the District maintains or receives from a law enforcement agency regarding a student described in this section. The District's notification to the teacher shall be within a reasonable time of receipt of the information from a law enforcement agency, but not later than ten (10) days.
- 14.3.2 Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

ARTICLE 15

DISCIPLINE

15.1 Discipline

Discipline of an employee shall be done pursuant to the procedures set forth in the appropriate provisions of the Education Code except as provided for in this article.

15.2 The District retains the right to discipline unit members for just cause. If appropriate, progressive discipline shall be followed in cases of disciplinary action. The following steps shall ordinarily be utilized; however, the process may be initiated at any level if, in the opinion of the supervisor, such action is warranted:

15.2.1 Identification of problem or unacceptable behavior and verbal reprimand, if appropriate.

15.2.2 Written warning not placed in personnel file.

15.2.3 Written reprimand in personnel file with notice of future possibility of appropriate intermediate discipline.

15.2.4 Appropriate intermediate discipline which may include, but is not necessarily limited to, suspension with pay or suspension without pay for a period as specified in the Education Code.

15.3 Suspensions

Notwithstanding any other provision of this agreement, an employee shall not be suspended without pay for a period to exceed 15 workdays.

15.4 Notice

15.4.1 An employee who is to be suspended shall be provided with written notice of:

15.4.1.1 The policy or procedure or article of this agreement or other cause giving rise to the charge.

15.4.1.2 A statement of the specific incident or misconduct which form the basis for the suspension.

15.4.1.3 The length of the suspension.

15.4.1.4 The employee's right to present, in writing, a statement in reply to the charges. Such statement shall be made within five (5) working days to the Assistant Superintendent - Personnel.

15.4.2 The Association shall receive a copy of the suspension notification sent to the employee.

15.4.3 If after reviewing the record the Assistant Superintendent, Personnel decides in the employee's favor, the employee shall be informed in writing and the discipline shall not become effective.

15.4.4 If after reviewing the record the Assistant Superintendent, Personnel decides that cause exists to suspend the employee, the employee shall be notified in writing. The writing shall include:

15.4.4.1 The effective date of the suspension.

15.4.4.2 The date the employee is to return to paid status.

15.4.4.3 A copy of the original letter recommending suspension shall be attached or the specifics upon which the suspension is based shall be set forth.

15.4.4.4 The employee's right to appeal the suspension by requesting an evidentiary hearing before the Superintendent. Such appeal shall be made in writing within five (5) working days of receipt of the Assistant Superintendent - Personnel's letter of suspension.

15.5 Evidentiary Hearing

The District shall have the burden of proof in the hearing before the Superintendent. The employee shall have the right to be represented by a person selected by the employee, to present evidence, both oral and written, to present witnesses on the employee's behalf and to cross examine witnesses who testify on behalf of the District.

The strict rules of evidence shall not apply.

The findings and decision of the Superintendent shall be rendered in writing within ten (10) working days of the close of the hearing. The decision of the Superintendent may be appealed to arbitration pursuant to the provisions of Article 5, Section 5.3.3.

ARTICLE 16

SAFETY

16.1 The District shall provide adequate facilities for the safety of its employees.

ARTICLE 17

SAVINGS PROVISION

17.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law and in such cases either party has rights to request negotiations. All other provisions of the Agreement will continue in full force and effect.

ARTICLE 18

STATUTORY PROVISION

18.1 If any provisions of this Agreement are contrary to law by subsequent judicial decisions or legislative enactments, such provisions will not be deemed valid and subsisting except to the extent required by law and in such cases either party has the rights to request negotiations, but all other provisions of the Agreement will continue in full force and effect.

ARTICLE 19

EFFECT OF AGREEMENT

19.1 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 discretionary.

ARTICLE 20

COMPLETION OF MEET AND NEGOTIATIONS

20.1 During the term of the Agreement, the Association and the District expressly waive and relinquish the right to meet and negotiate and agree that except as set forth below, the District and the Association shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at any time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

During the second and third years of this agreement there shall be re-openers on salaries, health and welfare benefits and two additional articles of each party's choice.

ARTICLE 21

PEER ASSISTANCE AND REVIEW PROGRAM

- 21.1 The parties have established the Las Virgenes Beginning Teacher Support and Assessment/Peer Assistance and Review (BTSA/PAR) Council and they agree to abide by the guidelines set forth in the Trust Agreement.
- 21.2 If at any time the funding for this program from the state is reduced or eliminated, the program will be renegotiated.

ARTICLE 22

SITE BASED DECISION MAKING

- 22.1 The District and LVEA support a decision making process that empowers teachers and sites. Site level responsibility for making decisions improves professional practice, inspires commitment, and uses the collective vision of a school to address ways of meeting the particular needs of that school's students and staff. Individual school certificated staff are encouraged to explore options that conform to state law, federal law, and district policy, but address the needs of students and faculty in ways that better fulfill that site's professional vision while considering the financial impact. For site proposals that seek to modify the collective bargaining agreement between the District and LVEA, a school certificated staff may vote on the proposal. LVEA and the District will analyze the changes to see if they would involve changes in the collective bargaining agreement before any vote. Because a critical mass is required for changes to secure the required support of staff, no fewer than seventy-five percent (75%) of the votes cast must support the proposal. Eligible voters are bargaining unit members assigned to that site. A multiple day election not to exceed five (5) workdays will be conducted if necessary to assure access to the vote. A Memorandum of Understanding will be developed after proposals are successful, and the Board of Education and LVEA will have final approval on all site-based proposals that modify the contractual agreement.
- 22.1.1 If a vote for a proposal is unsuccessful, a re-vote on the unmodified proposal may not occur within the first thirty calendar days following the initial vote. If the initial proposal is modified, then it must be resubmitted through the original process.
- 22.2 The District and LVEA agree that the provisions of a Memorandum of Understanding shall not be interpreted or considered as establishing any precedent or practice, nor as a violation of any agreement, condition or practice.
- 22.3 The District and LVEA agree that such Memorandum of Understanding may be initiated for a defined period of time, and following that time, twenty-five percent of the eligible voters at that site may initiate a renewal vote on the existing or a replacement Memorandum of Understanding. The request for a renewal vote shall be in the form of a petition signed by at least twenty-five percent of the eligible certificated voters. If the renewal petition secures the required signatures, then a vote will be conducted which requires seventy-five percent (75%) vote for passage/renewal. If the 75% vote is not achieved, the prior agreement/schedule is re-instituted.

INTEREST BASED DECISION MAKING (IBDM)

- 22.4 The District and LVEA will supply trained IBDM facilitators at the request of any school site that desires a collegial way of reaching agreement. Interest-based decision-making is a defined model for joint planning and problem solving that seeks to improve the learning environment by allowing for organizational change and educational reform. Examples of past successful site modifications include block schedules, kindergarten extended days; and banked time for modified days. Existing Memoranda will be subject to the renewal process set out above. Sites that are following a banked time model recognize that the utilization of banked time is teacher directed – not individual teachers – but the collective group. Banked time will be used for collaboration, completion of school site goals, or other professional duties. Guidelines for Kindergarten Extended Days shall be attached to our collective bargaining agreement.
- 22.5 The District and LVEA acknowledge the sacrifice that LVEA unit members are making to contend with the fiscal crisis in California schools. Until the calendar can be restored to 185 workdays, this article can be used by sites to review the following aspects of job responsibility. Sites need to be mindful of modifications that have financial impact to the school or the District:
- 22.5.1 Areas subject to review include mandatory staff development, new instructional programs that require additional funding, significant adjustment to the existing school schedule, extension of non-mandatory RtI that would require additional resources or schedule adjustment, participation on mandatory District committees, parent/teacher conferences, incursions into preparation time, participation in and/or configuration of Back-to-School Night and Open House, modified/minimum days on the day of or following Back-to-School Night or Open House, school-based adjunct duties not including stipend assignments, participation in and/or the configuration of assemblies, conferences, and field trips.
- 22.5.2 Sites that review aspects of parent/teacher communication shall consider when those interests may be better met by available technological options such as but not limited to website postings, electronic survey devices, AERIES, email, and video conferencing.

ARTICLE 23

23.1 This contract shall expire June 30, 2015. The Association and the District agree that there shall be no re-openers other than those provided in Article 20 for the length of this contract.

LAS VIRGENES UNIFIED SCHOOL DISTRICT
CERTIFICATED COMPENSATION SCHEDULE (A)
 EFFECTIVE 08/01/13
 2013/2014 185 days

	Y non credenth	I credentialed BA	II credentialed BA +15	III credentialed BA +30	IV credentialed BA +45 or MA	V credentialed BA +60 or MA w/45	VI EMPLOYED	
							PRIOR 2/1186 BA +75 or MA w/60	AFTER 211/86 MA w/60
1	40,857	43,211	43,211	44,867	44,867	45,222	47,867	
2	42,081	44,507	44,507	44,867	46,098	48,818	51,545	
3	42,081	44,507	44,507	45,614	48,344	51,069	53,792	
4	42,488	44,939	45,576	48,321	51,071	53,831	56,577	
5	42,627	45,086	47,841	50,593	53,340	56,088	58,840	
6	44,774	47,358	50,105	52,856	55,608	58,360	61,111	
7	46,918	49,624	52,366	55,119	57,872	60,624	63,372	
8	49,059	51,889	54,626	57,392	60,145	62,898	65,644	
9			56,898	59,655	62,406	65,156	67,910	
10				61,915	64,667	67,426	70,176	
11				64,178	66,931	69,693	72,444	
12					69,692	72,476	75,246	
13							79,853	

\$400.00 bonus for an earned doctorate. Doctorate must be earned from an accredited university.

New employees hired on or after July 1, 2002 shall be granted year-for-year credit up to a maximum of 8 years credit for full time **teaching experience.**

One step in the salary schedule shall be allowed for each year of service until the maximum is reached as per contract.

Anniversary increments will be granted as follows: At the beginning of the 14th year, \$472 annually; the 16th year, \$1,131; the 21st year, \$3,168; the 26th year, \$6,008.

Credit will be given for Peace Corps work on a year-for-year basis where applicable (not to exceed two years).

Experience credit not to exceed one year of salary credit for each two years of experience may be granted a new employee if the District deems the experience to be directly related to the new employee's assignment (not to exceed two years).

Unit taken for credit must meet contract guidelines.

A full time teacher shall receive seniority increments provided the teacher works 50% of the school year.

EFFECTIVE: 08/0V13

APPROVED: 08/13/13

**APPENDIX B- CIF SPORTS, COACHING
SCHEDULE FOR ADDITIONAL COMPENSATION**

Stipends will be paid upon completion of assignment, season or semester

Stipends for Coaches & Directors of Athletics holding a valid California Teaching Credential shall reflect a 25% increase to stipend rate. Any coach required to spend additional time due to CIF extension of season is eligible for a 10% increase to stipend rate.

<u>STEP</u>	<u>AMOUNT</u>	<u>STEP</u>	<u>AMOUNT</u>	<u>STEP</u>	<u>AMOUNT</u>	<u>STEP</u>	<u>AMOUNT</u>	<u>SITE</u>	<u>AMOUNT</u>
A	\$ 501	D	\$ 1,503	G	\$ 2,510	J	\$ 3,510	M	\$ 4,518
B	\$ 835	E	\$ 1,841	H	\$ 2,844	K	\$ 3,848		
C	\$ 1,165	F	\$ 2,175	I	\$ 2,991	L	\$ 4,182		

<u>RANGE</u>		<u>KLM</u>	<u>RANGE</u>	
Athletic Director		KLM		
Athletic Supervisor (Fall/Winter/Spring)		HIJ		
Baseball			Softball	
Varsity Coach/Coordinator	GHI		Varsity Coach/Coordinator	GHI
Varsity Assistant	EFG		Varsity Assistant	EFG
Junior Varsity	EFG		Junior Varsity	EFG
Freshman	EFG		Frosh/Soph	EFG
Basketball - Boys			Swimming/Diving- Boys	
Varsity Coach/Coordinator	GHI		Varsity Coach/Coordinator	FGH
Junior Varsity	EFG		Junior Varsity	EFG
Frosh/Soph.	EFG		Swimming/Diving- Girls	
Freshman	EFG		Varsity Coach/Coordinator	FGH
Basketball - Girls			Junior Varsity	EFG
Varsity Coach/Coordinator	GHI		Tennis- Boys	
Junior Varsity	EFG		Varsity Coach/Coordinator	FGH
Frosh/Soph.	EFG		Tennis- Girls	
Freshman	EFG		Varsity Coach/Coordinator	FGH
Cross Country- Boys			Track- Boys	
Head Coach	FGH		Varsity Coach/Coordinator	FGH
Cross Country- Girls			Assistant Coach (2)	EFG
Head Coach	FGH		Track- Girls	
Football			Varsity Coach/Coordinator	FGH
Varsity Head Coach/Coordinator	HIJ		Assistant Coach (2)	EFG
Varsity Assistant (3)	EFG		Volleyball- Boys	
Junior Varsity Head	FGH		Varsity Coach/Coordinator	FGH
Junior Varsity Assist	EFG		Junior Varsity	EFG
Freshman Head	FGH		Frosh/Soph	EFG
Freshman Assist	EFG		Volleyball- Girls	
Golf- Boys			Varsity Coach/Coordinator	FGH
Head Coach	FGH		Junior Varsity	EFG
Golf- Girls			Frosh/Soph	EFG
Head Coach	FGH		Water Polo- Boys	
Soccer- Boys			Varsity Coach/Coordinator	GHI
Varsity Coach/Coordinator	GHI		Jr. Varsity	EFG
Junior Varsity	EFG		Frosh/Soph	EFG
Frosh/Soph	EFG		Water Polo- Girls	
Soccer- Girls			Varsity Coach/Coordinator	GHI
Varsity Coach/Coordinator	GHI		Jr. Varsity	EFG
Junior Varsity	EFG		Frosh/Soph	EFG
Frosh/Soph	EFG		Wrestling	
			Varsity Coach/Coordinator	GHI
			Junior Varsity	EFG

INITIAL PLACEMENT based on prior high school, college, or competitive club experience. Once an employee has been placed on a step and range, he/she will move up annually until he/she reaches the top step for the position.

0-2 yrs. Prior experience (1st step)

3-5 yrs. prior experience (2nd step)

6+ yrs. prior experience (3rd step)

Any stipend may be split or a percentage given, commensurate with time commitment, at the discretion of the Principal. Stipends are not transferrable, and District funds one (1) per coach listed unless otherwise noted. Off Season Stipends shall be paid at the appropriate level, limited to one per season, paid through District Payroll System and reimbursed by the appropriate ASB Trust Account. Any additional coaches hired by Site shall be paid a percentage, commensurate with time commitment, at the EFG level, paid through District Payroll System and reimbursed by the appropriate ASB Trust Account. Site Principal shall ensure equal opportunities are provided to both genders of students.

Effective: 7/1/2013

.Approved: 9/3/2013

**APPENDIX B- ACTIVITIES (NON CIF) STIPENDS
SCHEDULE FOR ADDITIONAL COMPENSATION**

Stipends will be paid upon completion of assignment, season or semester

<u>STEP</u>	<u>AMOUNT</u>	<u>STEP</u>	<u>AMOUNT</u>	<u>STEP</u>	<u>AMOUNT</u>	<u>STEP</u>	<u>AMOUNT</u>	<u>SITE</u>	<u>AMOUNT</u>
A	\$ 501	D	\$ 1,503	G	\$ 2,510	J	\$ 3,510	M	\$ 4,518
B	\$ 835	E	\$ 1,841	H	\$ 2,844	K	\$ 3,848		
C	\$ 1,165	F	\$ 2,175	I	\$ 2,991	L	\$ 4,182		

RANGE

ACTIVITIES (non CIF)

High School Drama (1 stipend/play) (2/yr)	FGH
High School Debate	FGH
High School CSF	DEF
High School Band w/musical	EFG
High School Orch. w/musical	EFG
High School Band w/o musical	CDE
High School Orch. w/o musical	CDE
High School Music-Choral w/o musical	CDE
High School Marching Band	GHI
High School Pep Squad	FGH
High School Dance	EFG
High School Drill Team	FGH
High School Intramural	DEF
High School Journalism	EFG
High School Yearbook	EFG
High School Activity Coordinator	KLM
High School Costume Design	ABC
High School Costume Construction	ABC
HS Academic Decathlon (not transferrable)	FGH
HS Athletic Trainer (1 stipend/semester)	FGH
Middle School Intramural	DEF
Middle School CJSF	DEF
Middle School Activity Coordinator	HIJ
Middle School Music	ABC
Middle School Jazz Music	ABC
Middle School Yearbook	ABC
Middle School Drama	FGH
Outdoor Ed (Couns/Spvrs) 4 wks	KLM

INITIAL PLACEMENT based on prior experience. Once an employee has been placed on a step and range, he/she will move up annually until he/she reaches the top step for the position.

- 0-2 yrs. Prior experience (1st step)**
- 3-5 yrs. prior experience (2nd step)**
- 6+ yrs. prior experience (3rd step)**

Any stipend may be split (shared with another employee) or a percentage given, commensurate with time commitment, at the discretion of the Site Administrator. District funds a negotiated level of annual funding per each elementary, middle and high school, which may be allocated per discretion of Site Administrator. Any additional assignments not listed above, must go through Stipend Approval Process and shall be paid a percentage, commensurate with time commitment, at the appropriate level, paid through District Payroll System and reimbursed by the appropriate ASB Trust Account. Site Administrator shall ensure equal opportunities are provided to both genders of students.

Effective: 7/1/2013
Approved: 9/3/2013

APPENDIX C
SCHEDULE FOR ADDITIONAL COMPENSATION
8/1/2013

DEPARTMENT CHAIRS

Base compensation \$3,495
(6-10 sections)

Larger Departments:

11-20 sections	\$3,674
21-30 sections	\$3,855
31-40 sections	\$4,034
41-50 sections	\$4,216
51+ sections	\$4,397

ELEMENTARY TEACHERS-IN-CHARGE \$4,713

CONTINUATION HIGH SCHOOL TEACHER-IN-CHARGE \$4,713

Effective: 8/1/2013

Adopted: 8/13/2013

LEAD TEACHER \$835

One Lead Teacher shall be authorized for Departments which have 31 to 49 sections in the department.

Two Lead Teachers for 50 or more sections.

One lead teacher per elementary grade level at each site.

Effective: 8/1/2013

Adopted: 8/1/2013

**LAS VIRGENES UNIFIED SCHOOL DISTRICT
2013/2014**

Other Certificated Salary Schedule C
(Non-Unit/Non-Management)

SUBSTITUTE TEACHER SCHEDULE

DAILY RATE \$110.00

Long Term Assignment:

Days 11-20 (retro to first day of 11th day in same assignment) \$120.00

Day 21 – end of assignment *Step 1 under appropriate Class on
Certificated Compensation Schedule*

HOURLY TEACHING ASSIGNMENT RATES:

Home teacher	\$32.50 hourly*
Saturday Work Program	\$17.11 hourly
Adult Education	\$32.50 hourly*
In-service Instructor	\$22.22 hourly
Nurse – part time	\$22.22 hourly
Regional Occupational Program	\$36.00 hourly
Regional Occupational Program	\$40.00 hourly
Special Classroom Assignments	\$22.22 hourly
Bilingual Assessor	\$15.21 hourly
Intramural Sports	\$14.02 hourly
Teacher, Hourly	\$32.50 hourly*
Teacher, Tier II	\$15.71 hourly
Special Classroom Assignment/Sub	\$15.71 hourly
Usher, Parking	\$10.00 hourly
Theatrical Jr. Stagehand	\$12.00 hourly
Ticket Taker, Lead Usher, Lead Parki ng	\$13.70 hourly
Concessions, Box Office	\$13.70 hourly
Theatrical Stage Technician	\$16.00 hourly
Lead Box Office, Lead Concessions	\$16.50 hourly
Ticket Seller, Activity Supervisor, Security	\$16.50 hourly
Timer, Announcer and General Supervisor	\$16.50 hourly
Theatrical Stagehand	\$22.00 hourly
Theatrical Lead Stagehand	\$25.00 hourly
Event Coordinator	\$25.00 hourly
Theatrical Programmer/Rigger	\$28.00 hourly
Assistant Technical Director	\$32.00 hourly

OUTDOOR EDUCATION-DAILY RATES

Director	\$102.87
Overnight teacher	\$61.17

TENTH GRADE COUNSELING – (Salary Schedule J)

Counseling, Hourly	\$36.99 hourly
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Effective: 12/11/12

Adopted: 12/11/12

APPENDIX D

DEPARTMENT CHAIRS

I. Qualifications

Applicants for the Department Chair must have the appropriate teaching credential, or a major or minor in the subject area or qualify for waiver. He/She shall have taught for a minimum of three years in the particular subject area. A department chair must teach a minimum of 3 sections in the department in which he/she is the chairperson. Any person may only chair one department in a given school year.

II. Term

The term of the Department Chair shall be up to three consecutive years based upon satisfactory evaluation per the evaluation procedures specified in this section. Should the evaluation be unsatisfactory, the School Principal has the prerogative to declare the position vacant by the end of the school year and post the position as described in the application procedure in this section. At the conclusion of the three-year term, or in the event the position becomes vacant, the position shall be posted as described in the application procedure in this section.

If a person is in the third year of the three-year cycle, that position shall be vacant at the end of this year. Should the department chair be in the second year of the cycle, he/she shall have one more year in the assignment. If the person is in the first year of a three-year cycle, he/she shall have two more years in the assignment. Where department chairs have not been on a three-year cycle, all chairs will be vacant at the end of this year and posted accordingly.

III. Compensation

Compensation shall be according to the schedule for additional compensation for department chairs.

Department Chairpersons/Lead Teachers who attend instructional materials adoption meetings will be paid their hourly rate.

IV. Evaluation

The Department Chair shall be evaluated annually by the Administration as per Article 10, Sub Section 10.5 of the contract. The evaluation shall be written narrative and reflect the performance of the chair as detailed in the job description.

V. Application Procedure

The application procedure is determined by the nature of the vacancy at the site.

A. Department chair vacancy only.

1. The position shall first be posted at the school where the vacancy exists.
2. Applications shall be in writing stating qualifications and reason for applying.
3. To ensure continuity, department chair positions shall be filled from within the department. Qualified and interested applicants within the department first will be interviewed by the Committee appointed by the Principal. After consulting the department members, the Principal shall make the final selection.
4. In the event there are no applicants or no one is selected from the school, the position shall go unfilled.
5. That being the case, the Administration and the Department shall meet to resolve the problem; possible solutions are:
 - a. continue with no department chair and administration assumes responsibility for department chair duties.
 - b. develop co-chair responsibilities and share the stipend.

B. Department Chair vacancy accompanied by teaching vacancy.

When there is a teaching vacancy and a Department Chair vacancy which has not been filled from within the school, the following procedure shall be followed:

1. The vacancy shall be posted in the normal manner with the stipulation that the teaching position may include Department Chair responsibilities. (Current District employees will receive first consideration for this position.)
2. All applications shall be in writing stating qualifications and reason for applying.
3. Qualified district applicants first will be interviewed by the committee appointed by the Principal. The Principal shall make the final selection.
4. Should none of the inside applicants be selected, the Committee appointed by the Principal shall then interview outside applicants. The Principal shall make the final selection.

JOB DESCRIPTION

DEPARTMENT CHAIRPERSON

General Responsibilities:

Serves as a liaison between staff, building administration, and district office. Maintains appropriate two-way communications between these groups. Provides leadership and support in creating and maintaining high morale and good working relationships with the departmental staff. In accordance with district and building educational objectives and policies, the department chairperson provides educational guidance, support, and leadership to the staff to encourage that a proper instructional environment is established and maintained.

Specific Duties may include:

1. Develops and maintains curricula with staff support. Supervises course outline preparations; departmental offerings list; prepares student placement recommendations; and recommends class schedules. Provides leadership to encourage staff participation in continuing curriculum development, evaluation and revision of curriculum in accordance with state, Board of Education and Administration policies, procedures, and requirements.
2. Assists administration in monitoring course offerings and will make recommendations as to increased/decreased number of sections necessary.
3. Provides the staff with instructional leadership and encourages curriculum improvements and innovation. Keeps staff informed of district and building decisions, policy changes, and other information affecting instruction.
4. Assists in peer coaching activities.

Provides assistance within a reasonable period of time when requested by the department member in designing lesson plans, discussing curriculum and teaching strategies. Classroom visitations are limited to teacher requested assistance in particular lessons. The department chair is not an evaluator and shall not be a part of the evaluation process.

5. Prepares the department's budget request for instructional materials, supplies, conferences, and equipment. Administers the approved budget and maintains the inventory. Completes reports as required.
6. May assist in the selection of department staff along with reviewing and screening applicants, interviewing candidates and providing appropriate input to administration.

7. Attends curriculum, department, building, and district meetings as required. Maintains level of professional competency through participation in inservices, regional, state, national workshops, and/or meetings.
8. Participates in the student teacher program by reviewing applications, and providing assistance in the selection of cooperating master teachers.
9. Working with administration, the department chair encourages the establishment of common courses of studies and suggests grading practices for parallel courses.
10. Assists in implementing state and district tests and department finals within the Department and school where applicable.
11. Submits all pilot courses to the administration.
12. Encourages, through the Department, the participation of students in school approved contests, examinations and co-curricular activities related to the department, and prepare budgetary allocation for these volunteer programs.
13. May represent the Department to the Administration and counselors on matters of student discipline.
14. Assists in recommending special programs as they relate to student assignments and department needs.
15. Answers inquiries regarding courses of study.
16. Assists administration in program review that could result in updating or modifying department offerings.
17. May assist in the preparation of inservice programs.
18. Articulates and coordinates the work of the department into the total instructional program of the school and the District.
19. Recommends books, magazines or pamphlets to be purchased by the school librarian.
20. Conducts regularly scheduled departmental meetings and holds supplementary meetings as may be necessary. A summary of each meeting will be submitted to the Principal and all other persons as directed by the Principal.
21. Recommends the acquisition of new or additional materials of instruction and textbooks for the department and assists or delegates as needed in the scheduling and coordinated usage of these materials.
22. Orients teachers to departmental policy and other necessary details for success within the department.

23. Works with the Department members and the District in developing and implementing long-range plans for the Department.
24. Where appropriate, provides information to the Administration and/or counselors regarding placement of students, after consultation with the classroom teacher.
25. Assists counselors and administration in familiarizing students with respect to special issues that relate to the department.
26. Completes appropriate reports as required.
27. Performs other appropriate duties as assigned by the administration.

DEPARTMENT CHAIRPERSON

WORK YEAR EXTENSION

Three additional workdays are to be used at the discretion of the Administration of the District. The work days are required and will be scheduled, as nearly as possible, in conjunction with the opening or closing of the school year. These days would be used to implement the job description, professional growth, training, inservice, etc.

The Administration shall be responsible for the allocation and purpose of these days.

JOB DESCRIPTION

CONTINUATION HIGH SCHOOL TEACHER-IN-CHARGE

General Responsibilities:

1. Substitutes for the principal in his/her absence.
2. Schedules/programs students to appropriate classes.
3. Compiles units taken and enter same on appropriate transcripts.
4. Is responsible for and organization of school activities.
5. Serves as work experience coordinator - includes site visitation.
6. Arranges for appropriate school speakers as determined by administrative and staff needs.
7. Is responsible for school testing programs such as ITBS, writing competency.
8. Assist in budget reconciliation.
9. Attends meeting such as PFC, Superintendent's Discussion Council, as directed by the Principal.
10. Responsible for picking up school mail, distribution and returning empty bag to box.
11. Responsible for completion of the school's yearbook: includes selling ads, collecting of money and depositing in bank.
12. Responsible for soda machine: includes ordering soda for machine, counting of monies collected, and depositing in bank.
13. Other appropriate duties as assigned.

CONTINUATION HIGH SCHOOL
TEACHER-IN-CHARGE

I. Qualifications

Applicants for the Continuation High School Teacher-In-Charge must have taught for a minimum of three years.

II. Term

The Continuation High School Teacher-In-Charge position shall run for three years. At the end of the three years, the position shall be posted. In the event of unsatisfactory performance based upon written evaluation of the job description, the position shall be posted at the end of that year. If a person is in the third year of the three-year cycle, that position shall be vacant at the end of this year. Should the T.I.C. be in the second year of the cycle, he/she shall have one more year in the assignment. If the person is in the first year of a three-year cycle, he/she shall have two more years in the assignment. Where T.I.C.s have not been on a three-year cycle, the T.I.C. position will be vacant at the end of this year and posted accordingly.

III. Compensation

According to the appropriate salary schedule.

IV. Evaluation

The Continuation High School Teacher-In-==Charge shall be evaluated annually by the administration. The evaluation shall be written narrative and reflect the performance of the Teacher-In-Charge as detailed in the job description.

V. Application Procedure

Interested applicants shall apply in writing stating reasons for application and qualifications for the position. The principal shall interview all qualified applicants and make the final selection.

In the event there are no applicants or none of the applicants is deemed qualified, the position shall go unfilled.

The administrative choice of Continuation High School Teacher-In-Charge is not grievable.

JOB DESCRIPTION

MIDDLE SCHOOL ACTIVITIES COORDINATOR

The following is a list of duties that may be requested of the Middle School Activities Coordinator to perform. It is understood that the needs of various campuses will vary.

1. Supervise Student Council.
2. Conduct Student Body election procedures.
3. Develops agenda and conducts ASB meetings.
4. Schedules school dances.
5. Coordinates and assigns dance supervision.
6. Schedules school assemblies.
7. Coordinates school activities calendar includes intramural calendar
8. Supervises school recognition club.
9. May attend student leadership conferences.
10. Conducts homeroom contests
11. Responsible for school publicity announcements for activities.
12. Other appropriate duties as assigned.

MIDDLE SCHOOL ACTIVITIES COORDINATOR

I. Qualifications

Applicants for the Middle School Activities Coordinator shall have taught for a minimum of three years.

II. Term

The Middle School Activities Coordinator position shall run for three years. At the end of the three years, the position shall be posted. In the event of unsatisfactory performance based upon written evaluation of the job description, the position shall be posted at the end of that year. If a person is in the third year of the three-year cycle, that position shall be vacant at the end of this year. Should the Middle School Activities Coordinator be in the second year of the cycle, he/she shall have one more year in the assignment. If the person is in the first year of a three-year cycle, he/she shall have two more years in the assignment. Where the Middle School Activities Coordinator has not been on a three-year cycle, all chairs will be vacant at the end of this year and posted accordingly.

III. Compensation

According to the appropriate salary schedule.

IV. Evaluation

The Middle School Activities Coordinator shall be evaluated annually by the administration. The evaluation shall be written narrative and reflect the performance as detailed by the job description.

V. Application Procedures

Interested applicants shall apply in writing stating the reason for application and qualifications for the position. Administration shall interview qualified applicants and make the final selection.

In the event there are not applications or none of the applicants is deemed qualified, the position shall go unfilled.

The administrative selection of the Middle School Activity Coordinator is not grievable.

ELEMENTARY SCHOOL

TEACHER-IN-CHARGE

I. Qualifications

Applicants for the position of Teacher-In-Charge must have an appropriate teaching credential. Preference will be given to applicants who possess an administrative credential, are in the process of acquiring an administrative credential or express a desire to enter an administration training program.

II. Term

The term of the Teacher-In-Charge shall be up to three consecutive years based upon satisfactory evaluation per the evaluation procedures specified in this section. Should the evaluation be unsatisfactory, the School Principal has the prerogative to declare the position vacant at the end of the school year and post the position as described in the application procedure in this section. At the conclusion of the three-year term, or in the event the position becomes vacant, the position shall be posted as described in the application procedure in this section. If a person is in the third year of the three-year cycle, that position shall be vacant at the end of this year. Should the T.I.C. be in the second year of the cycle, he/she shall have one more year in the assignment. If the person is in the first year of a three-year cycle, he/she shall have two more years in the assignment. Where T.I.C.s have not been on a three-year cycle, all T.I.C.s will be vacant at the end of this year and posted accordingly.

III. Compensation

Compensation shall be according to the schedule for additional compensation for Teacher-In-Charge.

IV. Evaluation

The T.I.C. shall be evaluated annually by the Administration. The evaluation shall be written narrative and reflect the performance of the T.I.C. as detailed in the job description.

V. Application Procedure

The application procedure is determined by the nature of the vacancy at the site.

A. T.I.C. vacancy only.

1. Applications for the T.I.C. position shall be in writing and shall include qualifications and reasons for applying.
2. The position for the T.I.C. shall be posted for seven days in the school where the vacancy exists. The Principal shall interview all qualified applicants. The Principal shall seek input from the school staff. In the event the Administration does not fill the position, it shall go unfilled.

B. T.I.C. vacancy accompanied by a teaching vacancy.

1. Applications for the T.I.C. position shall be in writing and shall include qualifications and reasons for applying.
2. When there is a teaching vacancy at the school and concurrently the T.I.C. position is open, it shall be posted in the normal manner and all applicants screened. First consideration for the T.I.C./teacher vacancy will be given to District qualified applicants. The Principal is responsible for the selection of the teacher/T.I.C. In the event none is deemed qualified, the T.I.C. position shall go unfilled.

JOB DESCRIPTION

ELEMENTARY SCHOOL TEACHER - IN- CHARGE

General Responsibilities:

The Teacher-In-Charge assists with the administrative functions of the school. In accordance with the District and building educational objectives and policies, the Teacher-In-Charge provides educational guidance, support, and leadership to the staff and encourages that a proper instructional environment is maintained.

Specific Duties:

The Principal may request the Teacher-In-Charge to assist with the following responsibilities. It is understood that the needs of the various campuses will vary.

ASSISTS:

1. as the administrative designee when necessary;
2. the principal in curriculum development, revision, and reform;
3. the administration in purchasing of school materials and supplies;
4. the administration in preparation and implementation of the school's budgets;
5. with annual inventories of building equipment and supplies, and maintains accurate records of same;
6. with annual inventory of instructional materials, and maintains accurate records of same;
7. in the scheduling of school facilities;
8. in the scheduling of aides / specialists in the building;
9. in procedures that are inherent with the opening and closing of the school year;
10. in new teacher orientation programs;
11. with the preparation and assignment of duty schedules;
12. in Student Study Teams as needed;

13. the principal in placement of student teachers;
14. in the enforcement of District policies and procedures;
15. in the enforcement of laws pertaining to minors;
16. in the implementation of all school and district disaster plans and drills;
17. in arranging for and conducting student assemblies;
18. in the development of special school projects;
19. with the coordination of the administration of District and State mandated testing.

Other Duties:

1. Serves as the administrative designee at IEP meetings as needed;
2. Assists in communication with parent groups;
3. Performs other appropriate duties as assigned.

ELEMENTARY TEACHER IN CHARGE

WORK YEAR EXTENSION

Three additional workdays are to be used at the discretion of the Administration of the District. The work days are required and will be scheduled, as nearly as possible, in conjunction with the opening or closing of the school year. These days would be used to implement the job description, professional growth, training, inservice, etc.

The Administration shall be responsible for the allocation and purpose of these days.

SECONDARY LEAD TEACHER

One Lead Teacher shall be authorized for Departments which have 31 to 49 sections in the department. Two Lead Teachers will be granted for departments that have 50 or more sections.

The Lead Teacher shall be selected by the Administration with input from the Department Chair. The site administrator shall notify the selected teacher and department members.

The term of the Lead Teacher shall be for one year.

Compensation shall be according to the appropriate salary schedule. Department Chairpersons/Lead Teachers who attend textbook adoption meetings will be paid their hourly rate.

This position is excluded from the extended work year.

The Lead Teacher shall assist the Department Chair in the performance of his/her job description duties.

The Lead Teacher shall assist the Department Chair in working with the development of departmental instructional practices.

ELEMENTARY GRADE LEVEL LEAD TEACHER

Each elementary grade level at the elementary site shall have a lead teacher. The preschool program shall be allocated one lead teacher for the district.

The Lead Teacher shall be selected by the principal with input from the grade level teachers. The principal shall notify the selected teacher and grade level teachers.

The term of the Lead Teacher shall be for one year.

Compensation shall be according to the appropriate salary schedule.

This position is excluded from the extended work year.

LAS VIRGENES UNIFIED SCHOOL DISTRICT

JOB DESCRIPTION

ATHLETIC DIRECTOR– One (1) stipend [KLM] per year

Reports to: Assistant Principal and Principal

Qualifications

- Valid K-12 California credential
- Minimum of three years of coaching experience
- Excellent verbal and written communication skills; ability to facilitate teams; ability to work well with teachers, coaches and parents
- Must be concurrently employed as a certificated employee of LVUSD at the site

Description of Position:

- Oversees maintenance of gym, fields, courts, weight rooms, and all other athletic facilities.
- Coordinates the use of all athletic facilities by both on and off-campus groups.
- Serves as League and CIF liaison.
- Ensures that all tournaments are sanctioned.
- Assists in supervision of home athletic events and serves as administrative designee one night per week
- Attends monthly League athletic director meetings.
- Attends monthly League principal meetings.
- Attends weekly Athletic/Activity Center meetings.
- Attends CIF meetings, as necessary, throughout the year.
- Attends seasonal League coaches' meetings and preseason parent meetings.
- Maintains accurate records of athletic transfers.
- Provides input to the Assistant Principal on evaluations of coaches, trainers, and other support staff
- Serves as initial contact for parental concerns regarding the athletic program.
- Assists in the creation and oversight of the athletic budget and supervision schedule.
- Schedules (rescheduling, if necessary) and/or approves all athletic contests.
- Approves all non-league games and issues all athletic contracts for contests.
- Coordinates with the Athletic Supervisor, school physical education chairperson, activities director and coaches to set up facilities for all activities.
- Coordinates, plans, and leads coaches' meetings.
- Assists all walk-on coaches in following the District hiring procedures and assures that they are cleared.
- Oversees the purchase, inventory, cleaning and repair of all athletic equipment.
- Oversees preparation of purchase orders prepared for the principal's signature for payment of all financial obligations that relate to the athletic program.
- Responsible for coordinating athletic press releases with site and district administration.
- Ensures all coaches are in possession of athletic clearance forms prior to athletic participation.
- Responsible for assigning all scorers and timers as needed for athletic contests.
- Responsible for having accurate records and statistics kept for all athletic contests.
- Oversees coordination of transportation for all teams.
- Coordinates the athletic program between the middle schools and high schools.

Description of Position (continued):

- Schedules all referees/officials for all contests.
- Responsible for the adoption, revision, and enforcement of the athletic code of conduct.
- Oversees the verification of each athlete's academic and physical eligibility.
- Arranges practice schedules for the coaches on the fields and in the gymnasiums, and have them posted in a dedicated location on campus or online for review and clarification.
- Coordinates the annual school-sponsored physicals for student athletes.
- Enters and maintains all teams' schedules on league mandated and CIF programs.
- Works closely with coaches to ensure student athletes' safety. This includes scheduling team athletic trainers, if any, at athletic events. Tracks and follows up on coaches' CPR, First Aid certification, NFHS Concussion and Coaching Fundamentals courses, and assures coaches remain in compliance with CIF/District safety requirements.
- Mentors new coaches and helps develop them as professional coaches.
- Responsible for completion and timely submission to Personnel of coaching stipend requests and notification to Payroll when assignment is complete.
- Presents budgets for ASB approval and works closely with coaches to ensure that they work within their given budgets.
- Keeps current on laws, rules and regulations affecting the entire athletic program, including but not limited to the Southern Section CIF Bluebook.
- Coordinates use and rental of athletic facilities with District Facilities' manager.
- Assists in ensuring compliance with Title IX.
- Acts as liaison for coaching staff, administration, Booster Clubs and League.
- Participates in the selection and assignments of all coaches.
- Ensures that all coaches are familiar with the constitutional guarantee of a free public education, and reviews and approves all coaches' communications regarding fundraising or any requests for funds, team requirements, and off-season programs with parents to ensure compliance with District policy and California law.

LAS VIRGENES UNIFIED SCHOOL DISTRICT

JOB DESCRIPTION

ATHLETIC SUPERVISOR– One (1) stipend [HLL] per season

Reports to: Assistant Principal and Principal

Qualifications

- Valid K-12 California credential
- Minimum of three years of coaching experience
- Excellent verbal and written communication skills; ability to facilitate teams; ability to work well with teachers, coaches and parents
- Must be concurrently employed as a certificated employee of LVUSD at the site
- Shall not have any concurrent Athletic Supervisor and LVUSD high school coaching responsibilities
 - a. Athletic Director shall have priority right to the Athletic Supervisor position for any or all seasons provided he or she is not coaching during he season for which he or she is applying.

Description of Position:

- Supervises home athletic events, as well as assigned away events, and serves as administrative designee
- Provides input to the Assistant principal on evaluations of coaches, trainers, and other support staff
- Coordinates with the school physical education chairperson, activities director, and coaches to set up facilities for all activities
- Ensures all coaches are in possession of athletic clearance forms prior to athletic participation
- Arranges for medical and emergency services at athletic contests as needed
- Responsible for collecting and reporting injuries and filing injury reports
- Responsible for the adoption, revision, and enforcement of the athletic code of conduct
- Oversees the verification of each athlete's academic and physical eligibility
- Arranges all details for the visiting teams upon arrival, including locker room and team accommodations
- Greets contest officials, makes necessary accommodations which include, but are not limited to, providing a changing/shower area along with payment and vouchers, as necessary
- Arranges practice schedules for the coaches on the field and in the gymnasiums, and have them posted in a dedicated location on campus or online for review and clarification
- Works closely with coaches to ensure student athletes' safety. This includes scheduling school athletic trainers, if any, at athletic events. Tracks and follows up on coaches' CPR first aid certifications, NFHS Concussion and Coaching Fundamentals courses, and assures coaches remain in compliance with CIF/District safety requirements
- Mentors new coaches and helps develop them as professional coaches
- Keeps current on laws, rules and regulations affecting the entire athletic program, including but not limited to the Southern Section CIF Bluebook
- Acts as liaison for coaching staff, administration, Booster Clubs, and League

ATTACHMENT A

COMPARISON DISTRICTS

Comparison to Unified Districts in Los Angeles and Ventura Counties

Conejo
Oak Park
Moorpark
Simi Valley
Ventura
Arcadia
Palos Verdes
Santa Monica
Irvine
Rowland
Beverly Hills
La Cañada
San Marino
Burbank
Temple City
Pasadena
Glendale
Glendora