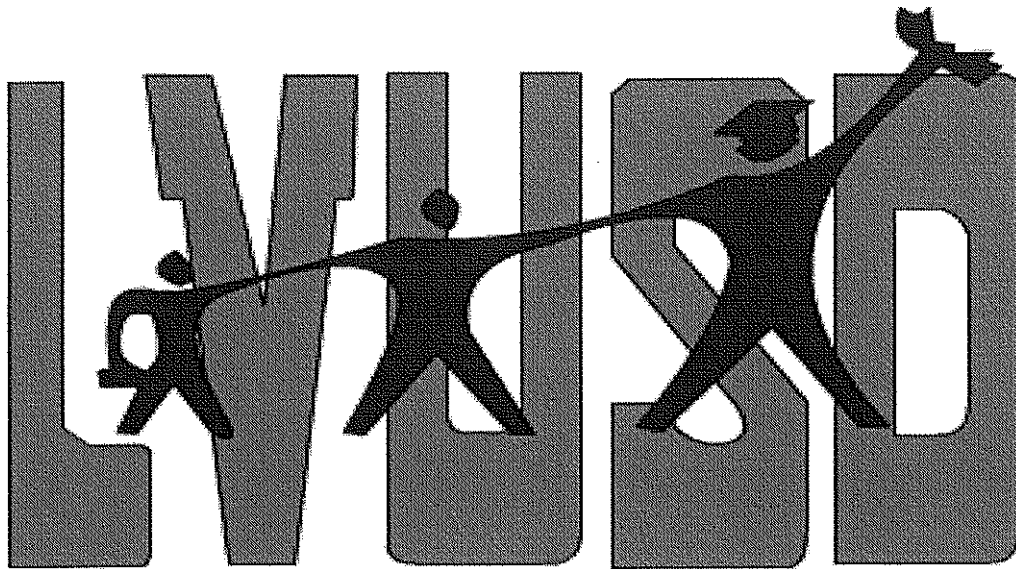


# Las Virgenes Unified School District

LAS VIRGENES EDUCATORS

ASSOCIATION CTA-NEA

AGREEMENT: 15-16 THROUGH 17-18



GROWING IN EXCELLENCE

AGREEMENT BETWEEN THE BOARD OF  
 EDUCATION OF THE  
 LAS VIRGENES UNIFIED SCHOOL  
 DISTRICT AND THE  
 LAS VIRGENES EDUCATORS  
 ASSOCIATION CTA - NEA  
 2015-2016 through 2017-2018

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## ARTICLE 1

### RECOGNITION

1.1 The Las Virgenes Unified School District "The District" recognizes the Las Virgenes Educators Association "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; Early Childhood Educators (ECE) 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 and vision specialists; behavior specialist and excluding, but not limited to: superintendent; deputy superintendent; assistant superintendents; directors; coordinators; principals; assistant principals; deans; 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/her 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 to an in-district work location. 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 (10) 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 modified by written 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 to his/her immediate supervisor. All grievances must be submitted in writing and must include the following: date of alleged violation, name(s) of unit members and administrators involved, article violated, attempt(s) at informal resolution, and 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/her 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 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.

- 5.4.3 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.
- 5.4.4 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/her 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.
- 5.4.5 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.
- 5.4.6 A reasonable number of employees shall receive release time, if required, without loss of compensation to participate in the grievance procedure.
- 5.4.7 Time limits for appeals at each level shall begin the day following the receipt of the written decision.
- 5.4.8 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.
- 5.4.9 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.
  - 5.4.9.1 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.

5.4.9.2 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; ECE - 185 days; Special Education Teachers and Speech Pathologists - 187 days; psychologists and media specialists - 194 days; secondary counselors - 203 days; elementary counselors - 185 days.

The workday for employees shall be as follows: It is understood that each site and position requires 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 seven 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. After consultation with the employee, any individual deviation from this provision shall be at the direction of the principal or his/her designee or the supervisor. In the event there is not an agreement about the modification, the employee may require that the change be subject to mediation conducted by the Assistant Superintendent of Personnel, with representation from LVEA.

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.

School site variations may include different schedules, including but not limited to extended and full day kindergarten programs, ECE programs, zero period, block schedules, and/or staggered scheduling.

#### 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. (Does not include ECE teachers.)

#### 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 Compensation (pay) for summer school will be on a positive attendance basis.

Eligibility for leaves will be restricted to bereavement leave (Article 7.7).

6.3.3 The District shall consider the following factors when filling summer school positions:

6.3.3.1 District employees have preference

6.3.3.2 Appropriate Credential /Authorization

6.3.3.3 Major/Minor areas of academic preparation as relevant to assignment

6.3.3.4 Major/Minor areas of academic preparation relevant to grade level

6.3.3.5 Teaching experience in subject area

6.3.3.6 Applicant's ability/commitment to provide additional services related to summer school curriculum/program (e.g. Computer Lab)

6.3.3.7 Background in non-school but related experience

6.3.3.8 Teaching skills appropriate to grade level

6.3.3.9 Teaching skills appropriate to subject area

6.3.3.10 Final assignments will be determined by the district as a result of enrollment and funding sources.

6.3.3.11 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, and Early Childhood Educator 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 the substitute pay rate per hour or earn compensatory time, at the unit member's discretion. After using 12 of one's prep periods or its equivalent for this provision, the unit member shall begin to earn his/her hourly rate for prep period coverage.

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.

#### 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 Unit members assigned less than full-time are subject to the provisions of this Article in the ratio the part-time assignment bears to a full-time assignment.
- 6.7 Unit members 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 unit members 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.
- 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, staff development credit at the discretion of the District, or compensatory time at the unit member's discretion. "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 unit member shall have the option of attending either session. If the unit member attends the training outside of contract hours, he/she shall be compensated the daily substitute rate or earn compensatory time, at the unit member's discretion.

District Tier II training which occurs outside of the on-site workday, and is voluntary, shall be compensated at the prorated substitute rate or earn compensatory time, at the unit member's discretion.

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

A unit member may receive staff development credit or compensatory time for attending a conference or training outside of the school day with prior approval from the site administrator and with the understanding that the conference/training is aligned with the Local Control Accountability Plan (LCAP) and the site's Single Plan for Student Achievement (SPSA). Staff development credit may not exceed the site's allotment for staff development hours.

- 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 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. Grade level meetings shall be required for elementary school lead teachers. 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 (30) students or more shall be given one (1) day per school year of release time for additional time involved in parent conferences and report card preparation.
- 6.10 All unit members 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 unit member is required to involuntarily change sites, the teacher unit member shall be compensated for eight (8) hours at his or her per diem hourly rate. A unit member who volunteers in lieu of involuntary transfer will be eligible for same compensation. Unit members 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, step mother, mother-in-law, father, step father, father-in-law, grandmother, grandfather, grandchild, spouse, domestic partner, son, step son, foster son, son-in-law, daughter, step daughter, foster daughter, daughter-in-law, brother, sister, aunt, uncle, niece, nephew, 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 At the beginning of each school year, unit members on a full-time contract shall be credited with ten days of sick leave. Unused sick leave may be accumulated without limitation.

7.2.1.2 Sick leave is defined as an illness or other physical disability preventing the unit member from working. Dental or medical appointments which cannot be scheduled outside of the school day also are included.

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

7.2.1.3 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 unit member. If an employee is absent one-half day or less, the unit member 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 unit member will be charged with a full day of sick

leave. Members are responsible for requesting a substitute when needed.

- 7.2.1.4 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 a unit member 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 (5) 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 (5) 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. 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) A unit member 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 a unit member 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 unit member 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 unit member is on probationary status, or for a period of 39 months if the unit member is on permanent status.

## 7.2.3 Provisions

- 7.2.3.1 While on paid sick leave or illness not covered by sick leave, a

unit member shall retain earned salary schedule status and fringe benefits, and shall receive experience credit, providing the unit member served 50% of the school year. After the expiration of all paid sick leave or illness not covered by sick leave, a unit member 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 A unit member 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 a unit member, 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 Unit members requesting Personal Necessity Leave must complete the Leave Request Form indicating the dates to be used for this purpose.

7.3.4 Unit members 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 Unit members 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 unit member 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 unit member 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.

While on industrial injury and illness leave, the unit member shall be entitled to fringe benefits, experience credit, retention of salary schedule status, and salary. Unit members will receive the salary differential between Workers' Compensation and their salary.

## 7.5 Jury Duty/Witness Leave

- 7.5.1 Unit members will be granted a leave with pay to serve on a jury.
- 7.5.2 Unit members 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 unit member. If the unit member is paid witness fees, employee will reimburse District.

## 7.6 Legislative Leave

- 7.6.1 A permanent unit member 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 unit member shall be entitled to return to a position for which the unit member has a valid credential. The unit member 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 unit member shall be allowed three days absence with pay for each death in the immediate family. Unit members, 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 unit member, the unit member 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 child rearing leave, the unit member may be granted an additional child rearing leave not to exceed two semesters.

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

## 7.9 Opportunity Leave

7.9.1 Opportunity leave is defined as an opportunity for the unit member to have an alternate experience that will enhance that unit member'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 unit member shall be assigned a position for which he or she holds a valid credential.

7.9.5 The unit member 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, a unit member shall only retain salary schedule status and shall receive no fringe benefits, salary, or experience credit. Upon return from leave, the unit member shall be assigned a position for which the employee has a valid credential.

## 7.12 Military Leave

- 7.12.1 A unit member, 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, unit members 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, a unit member 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 re-enlistment.
- 7.12.3 Upon completion of the service requirement, the unit member shall be reinstated to a position for which the unit member 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 a unit member 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 unit member to submit to a physical examination by a licensed physician selected by the unit member 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, a unit member 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 unit member 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 unit member 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.

This article is intended to provide temporary catastrophic leave to unit members for a maximum of one hundred (100) days within a 5 year period of time. It is not intended to satisfy long-term disability needs. Extenuating circumstances can be proposed to the Catastrophic Leave committee and must be approved by majorities of both the committee's management and unit member representatives for additional days. Exceptions may be considered for up to an additional fifty (50) days within the 5 year period, but not exceeding one hundred (100) days in a twelve month period.

7.15.2 "Participant" means any permanent certificated unit member who voluntarily contributes one of his/her sick days per school year into the leave bank during an open enrollment period. The open enrollment period is from May 1<sup>st</sup> to the last day of school. Notification must be given to each unit member that he/she may opt in or out of the leave bank. Upon mutual agreement between the association and district, the district may do a "catch-up period" in order to allow the number of days contributed to be equaled out for all contributing members. For example, if one member has contributed five (5) days and another has contributed three (3), the district may take days from the second person for two years while the other person does not contribute for those two years so that both have contributed

five days to the bank. Both members would remain eligible to draw from the bank during this "catch-up period." Should the total number of banked days drop below one hundred (100) days, then any Participant who has not yet donated that year will be charged a day.

- 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 available leave and other paid time off.
- 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 A day of donated sick leave shall be considered one day for purposes of credit to the Sick Leave Bank.
- 7.15.8 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.
- 7.15.9 Any days approved by the Committee that are unused by the member shall be returned to the Bank.

- 7.15.10 For purposes of qualifying for STRS Disability Retirement, grant days shall not be considered available leave.
- 7.15.11 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.
- 7.15.12 The Committee shall notify the District payroll office in writing of all approved grants.
- 7.15.13 Members who are granted use of Leave Bank days shall be considered in regular paid status during such use.
- 7.15.14 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.
- 7.15.15 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.
- 7.15.16 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.
- 7.15.17 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.
- 7.15.18 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.
- 7.15.19 Once the Leave Bank has accumulated one thousand (1,000) 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.
- 7.15.20 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 are 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:

- I. 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 a unit member from one school or District work site to another.

#### 8.2 Unit Member Initiated Transfer

##### 8.2.1 Procedure

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

8.2.1.1.1 Assignment objective sheets may 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 unit members requesting transfers will be compiled for each school and the total district.

8.2.1.1.4 Unit Members initiating transfer requests will be provided interviews with appropriate principals or supervisors, department chairpersons and the Assistant Superintendent Personnel, provided 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.

##### 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 teaching skills appropriate to the grade level;

8.2.2.4.3 teaching skills appropriate to the subject area.

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

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

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

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 unit members that so affect staffing.

Unit members 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 unit members 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 unit members 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. Announcements may also be received by email or phone for those who are not on site and who wish to receive the information.

#### 8.2.4 Application

8.2.4.1 Applications for transfer may be made at any reasonable time.

8.2.4.2 Any unit member may apply for an opening on a permanent or temporary basis, provided that the unit member 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 a unit member's request, the personnel office, within ten (10) work days 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 a unit member 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 writing in a timely manner; the principal's or supervisor's recommendations for improvement and the assistance in recommendation shall be given. The unit member shall be given an opportunity to improve in a timely manner.

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 unit member 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 previous experience in the grade or subject area;

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

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

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

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 unit members 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

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

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 caseloads, 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 (10) school days will be reviewed by the department chair and the principal and attempts shall be made to remedy the imbalance. 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 and attempts shall be made to remedy the imbalance. Caseloads that don't approximate the average or reflect program design differences shall be reviewed by the immediate supervisor and the department chair and attempts shall be made to remedy the imbalance.

9.1 When planning elementary and secondary class sizes, principals will balance sizes of like-classes to the extent that a remedy is practical.

9.2 Elementary Combo Class Stipend

Any elementary teacher required to teach a combination class shall receive an annual stipend of \$2,110 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.

9.3 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.

## ARTICLE IO

### PROCEDURES FOR EVALUATION

- 10.1 By September 15 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 1 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 and temporary unit members shall receive one formal summative evaluation per year. First year probationary and temporary 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 unit members shall be evaluated no less than once every other year unless they are exempt pursuant to Education Code § 44664. In order to qualify for a five-year evaluation cycle, the unit member must have permanent status and have been employed at least 10 years with the school district, be 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 have received previous evaluations which rated the unit member as meeting or exceeding standards. The evaluator and unit member being evaluated must mutually agree to the evaluation cycle. The unit member 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 minimally 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 unit members, two of the formal observations shall ideally occur by winter break but no later than the end of the first semester.

- 10.7 Permanent unit members 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 unit member 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 meet with unit member to provide feedback within ten (10) working days.
- 10.9 At the final conference, the unit member and the evaluator shall review a draft version of the evaluation form. The final version of the evaluation form shall be provided to the unit member and sent to Personnel Services for inclusion in the Personnel file.
- 10.10 If any unit member receives an unsatisfactory evaluation, he or she shall continue to be evaluated annually.
- 10.10.1 Unit members 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).
- 10.10.2 Unit members shall be notified that they may have LVEA representation if they have been designated to PAR.
- 10.11 Should the unit member disagree with the evaluation, the unit member 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 unit member on or before the following dates of its decision to reelect or not reelect the unit member for the next succeeding school year:
- 1) First-year probationary unit member, by the end of June
  - 2) Second-year probationary unit members, by March 15

The notice to the probationary unit member shall include reason(s) for the decision not to reelect him/her. A first year probationary unit member 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 (100%).

#### 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 Assistant Superintendent of Personnel shall approve or deny

the request. The decision of the Assistant Superintendent of Personnel shall be final. If the unit member requests, the reason for the denial for the job sharing assignment shall be put in writing and sent to the unit member within ten (10) days of the decision being made.

11.2.1.7 Notwithstanding other provisions of this contract, job-sharing teachers' wages and benefits shall be prorated relative to the percentage of his/her contract plus entitlement to and employment of paid leave. Job sharing teachers shall receive sick leave in compliance with statute. 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 unit member 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) employees.

11.3.1.3 Applications for a part-time assignment for the following school year shall be filed in writing with the District no later than February 1.

11.3.1.4 All requests for part-time assignments shall be reviewed by the applicant's supervisor and a district office representative.

11.3.1.4.1 The Assistant Superintendent of Personnel shall approve or deny the request. The decision of the district representative shall be final. If the unit member requests, the reason for the denial of the part-time assignment shall be put in writing and sent to the employee within ten (10) working days of the request.

11.3.1.4.2 Wages and benefits shall be prorated relative to the percent of contract Part time unit members shall receive sick leave in compliance with statute.

11.3.1.4.3 Part-time unit members shall receive salary schedule increments on a pro rata basis, provided however, that no movement on the schedule shall occur until the unit member 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.

11.3.1.4.4 Upon request of the part-time unit member, a part-time assignment may be renewed provided the unit member notifies the District prior to April 1. In the event the unit member 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 unit member shall return to full-time assignment if he/she was full time prior to being employed as a part-time unit member.

#### 11.4 Willie Brown (Ed Code 22713)

Based on the provisions of Education Code 44922, the District may provide a "reduced workload" to certificated unit members 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 2017-18 salary schedules will be increased by 2% on all cells and longevity.

13.1.2. Approximately 11 cells on the lower range of the schedule will be identified and increased to ensure \$1,000 minimum increase between steps & columns.

13.1.3 There shall be 187 work days in 2017-18 for regular-ed teachers, 180 days of instruction, two before school and five days of district-led professional development, For those professional employees who work different calendars, their work year shall be increased by two professional development days. Salary schedules are adjusted to reflect the additional days.

13.1.4 Effective June 30, 2018, the work year for regular-ed teachers in 2018-2019 will be 185 days, 180 days of instruction, two days before school and three days of district-led professional development. For professional employees who work different calendars, their work year shall return to the work year of 2016-2017. Salary schedules will be adjusted to reflect the adjusted days.

#### 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 *nine* 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 unit member'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 Column 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 in-service 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 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/certification.
- 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; 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 a unit member is within three semester or four quarter units of attaining column advancement as of the first day of school 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 beginning in the month after the units are submitted.

- 13.2.8.2 All units earned by the employee meeting the requirements of this contract may be submitted for salary enhancement purposes.
- 13.2.9 A unit member may request equivalent unit credit for District and District approved in-service programs for column 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 unit members 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, unit members 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, prorated for part-time employees. These increments are not cumulative.

#### 13.2.12 Additional Compensation

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

### 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 Allowance: A benefit allowance not to exceed \$9,950 for single coverage employees, \$10,350 for two-party coverage employees, and \$11,750 for family coverage employees, shall be provided towards a cafeteria program.

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

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

13.3.2.4 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.

13.3.2.5 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 Unit members who work 50% or more but less than full-time shall have their benefit allowances prorated.
- 13.3.4 Unit members 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 unit members 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 unit members, so long as the unit member continues to work more than half-time.

## ARTICLE

### 14

#### EMPLOYEE LEGAL PROTECTION

- 14.1 The District shall insure against the personal liability of unit members for damages for death, injury to persons, or damage or loss of property caused by the negligent act or omission of the unit member when acting within the scope of his/her employment.
- 14.2 Unit members 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 unit member or unit members 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 unit member 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 unit member 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 unit member 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 unit member 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 unit member.

## ARTICLE 15

### DISCIPLINE

#### 15.1 Discipline

Discipline of a unit member 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 with a follow-up email, 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, a unit member shall not be suspended without pay for a period to exceed fifteen (15) workdays.

#### 15.4 Notice

15.4.1 A unit member 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 unit member'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 unit member.

15.4.3 If after reviewing the record the Assistant Superintendent, Personnel decides in the unit member's favor, the unit member 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 unit member, the unit member 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 unit member 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 unit member'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 unit member shall have the right to be represented by a person selected by the unit member, to present evidence, both *oral* and written, to present witnesses on the unit member'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 is committed to employee safety and believes that safety is every employee's responsibility. Safe processes, procedures, and facilities shall be promoted and maintained in compliance with specific, articulable standards prescribed by board policy, federal, state and local laws.

The Association may appoint a representative to the existing District Safety Committee.

When a unit member has a safety concern, he or she shall report in writing his concern to his/her immediate supervisor.

The District shall investigate all conditions that are reported to be unsafe or standards not being met. The certificated employee who submitted the report, shall receive a written response within ten (10) working days stating what will be done to make the condition(s) safe, or if no action will be taken and the reason(s) why.

## ARTICLE 17

### SEVERABILITY PROVISION

17.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, subsequent judicial decisions or legislative enactments 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**

### **EFFECT OF AGREEMENT**

18.1 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 19

### COMPLETION OF MEET AND NEGOTIATIONS

19.1 During the term of the Agreement, unless mutually agreed, 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 20**

### **PEER ASSISTANCE AND REVIEW PROGRAM**

- 20.1 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.
- 20.2 If at any time the funding for this program from the state is reduced or eliminated, the program will be renegotiated.

## ARTICLE 21

### SITE BASED DECISION MAKING

- 21.1 The District and LVEA support a decision making process that empowers unit members 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.
- 21.1 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.
- 21.2 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.
- 21.3 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 (25) 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 seventy-five (75%) vote is not achieved, the prior agreement/schedule is re-instituted.

- 21.4 When a department or group of employees is specifically impacted by a proposed modification to the collective bargaining agreement, the District and LVEA strongly encourage a decision making process that considers the impact on those employees

#### INTEREST BASED DECISION MAKING (IBDM)

- 21.5 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.
- 21.6 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:
- 21.6.1 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.
- 21.6.2 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 22**

22.1 This contract shall expire June 30, 2018. The Association and the District agree that there shall be no re-openers other than those provided in Article 19 for the length of this contract unless mutually agreed.

## ARTICLE 23

### Early Childhood Education Programs

23.1 Except as otherwise indicated in this agreement and as modified below, all articles will apply to unit members' classified Early Childhood Education (ECE) teachers.

### 23.2 Definition

23.2.1 Early Childhood Education (Buttercup ECE) Programs are those programs that focus on the education of children between the ages of three (3) and five (5) years, excluding transitional kindergarten and the Journeys program; and are not considered elementary programs for the references in this agreement to elementary structure and specific rights such as, but not limited to, minimum days.

23.2.2 Early childhood Education teachers are those who are required by Ed Code (8360 et. seq) to obtain a Child Development Teacher Permit or Master Teacher Permit as defined by the Commission on Teacher Credentialing (CTC). Child Development Permit means any permit issued by the CTC which authorizes service in the care, development and instruction of children in a child care and development program. Child Development Permits were formerly referred to as Children's Center Permits. (Title 5, § 80105).

### 23.3 ECE Salary Schedule

23.3.1 The ECE teacher's salary schedule is contained in the Appendix as Early Childhood Education (ECE) salary schedule. The schedule lists the annual amounts paid to unit members classified as ECE teachers with the qualification indicated for step and column.

23.3.2 Those provisions dealing with health benefits are applicable to ECE teachers and the salary schedule does not include summer school employment which shall be paid at their per diem hourly rates as determined by their placement on the above salary schedule.

23.3.3 ECE teachers are exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and in California the Industrial Welfare Commission Order No. 4-2001, "(R) - Teaching means, for the purpose of Section 1 of this order, the profession of teaching under a certificate from the Commission for Teacher Preparation and Licensing or teaching in an accredited college or university." As are all teachers in the unit, ECE teachers don't earn vacation.

**LAS VIRGENES UNIFIED SCHOOL DISTRICT  
CERTIFICATED COMPENSATION SCHEDULE  
SCHEDULE (A)**

CALENDAR (A) **187** DAYS

**2017-2018**

	Y(1) non credentialed	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	AFTER
							2/1/86	2/1/86
							BA + 60 w/NBC*	
							or MA w/45+NBC	
							or	
							MA w/60	or MA w/60
1	47,142	49,860	50,890	51,921	52,953	53,984		55,232
2	48,555	51,355	52,386	53,418	54,449	56,330		59,476
3	49,585	52,386	53,418	54,449	55,783	58,927		62,069
4	50,616	53,418	54,449	55,756	58,929	62,113		65,282
5	51,647	54,449	55,480	58,378	61,548	64,719		67,894
6	52,678	55,480	57,815	60,989	64,164	67,340		70,514
7	54,137	57,260	60,423	63,601	66,777	69,952		73,124
8	56,607	59,874	63,032	66,223	69,400	72,576		75,745
9			65,654	68,833	72,008	75,181		78,358
10				71,443	74,618	77,801		80,974
11				74,053	77,229	80,416		83,592
12					80,415	83,628		86,824
13								92,140
L14		60,413	66,193	74,592	80,954	84,167		92,679
L16		61,165	66,945	75,344	81,706	84,919		93,431
L21		63,491	69,271	77,670	84,032	87,245		95,757
L26		66,732	72,512	80,911	87,273	90,486		98,998

\$400 annual stipend for an earned doctorate. Doctorate must be earned from an accredited university.

New employees shall be granted year-for-year credit up to a maximum of 9 years credit for full time teaching experience.

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).

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

A full time employee shall receive longevity increments provided the employee works 50% of the school year.

Longevity at years 14, 16, 21 & 26 are included above, as per contract, reflecting non-cumulative increases of \$539, \$1,291, \$3,617 and \$6,858 respectively.

Units taken for credit must meet contract guidelines.

\*National Board Certified

EFFECTIVE: 08/01/17

APPROVED 08/15/17



**LAS VIRGENES UNIFIED SCHOOL DISTRICT  
 CERTIFICATED COMPENSATION SCHEDULE  
 SPECIAL EDUCATION TEACHERS  
 SCHEDULE (M)  
 CALENDAR (II) 189 DAYS  
 2017-2018**

	Y(2) non credentialed	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 2/1/86	AFTER 2/1/86
							BA +75 or MA w/60	BA + 60 w/NBC* or MA w/45+NBC or MA w/60
1	47,646	50,393	51,435	52,477	53,519	54,561	55,823	
2	49,074	51,904	52,947	53,989	55,031	56,932	60,112	
3	50,116	52,947	53,989	55,031	56,379	59,557	62,733	
4	51,158	53,989	55,031	56,352	59,560	62,778	65,981	
5	52,200	55,031	56,073	59,002	62,206	65,411	68,621	
6	53,242	56,073	58,433	61,641	64,850	68,060	71,268	
7	54,716	57,872	61,070	64,281	67,491	70,701	73,906	
8	57,213	60,514	63,706	66,932	70,142	73,352	76,555	
9			66,356	69,570	72,778	75,985	79,196	
10				72,207	75,416	78,633	81,840	
11				74,845	78,055	81,276	84,486	
12					81,275	84,522	87,753	
13							93,126	
L14		61,053	66,895	75,384	81,814	85,061	93,665	
L16		61,805	67,647	76,136	82,566	85,813	94,417	
L21		64,131	69,973	78,462	84,892	88,139	96,743	
L26		67,372	73,214	81,703	88,133	91,380	99,984	

\$400 annual stipend for an earned doctorate. Doctorate must be earned from an accredited university.

New employees shall be granted year-for-year credit up to a maximum of 9 years credit for full time teaching experience.

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).

Fully licensed and/or clear credentialed Speech Language Pathologist's receive a minimum of 5 years credit. Tier 1 credentialed Speech Language Pathologist's begin at step 1.

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

A full time employee shall receive longevity increments provided the employee works 50% of the school year.

Longevity at years 14, 16, 21 & 26 are included above, as per contract, reflecting non-cumulative increases of \$539, \$1,291, \$3,617 and \$6,858 respectively.

\*(NBC) National Board Certified

Units taken for credit must meet contract guidelines.

EFFECTIVE: 08/01/17

APPROVED 08/15/17

**LAS VIRGENES UNIFIED SCHOOL DISTRICT  
 CERTIFICATED COMPENSATION SCHEDULE  
 MEDIA SPECIALISTS  
 SCHEDULE (8)  
 CALENDAR (B) 196 DAYS  
 2017-2018**

HRS		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	AFTER
							2/1/86	2/1/86
							BA + 60 w/NBC* or MA w/45+NBC	
							BA +75 or MA w/60	or MA w/60
21	1	52,259	53,340	54,420	55,501	56,582		57,890
22	2	53,827	54,908	55,988	57,069	59,041		62,339
23	3	54,908	55,988	57,069	58,467	61,763		65,056
24	4	55,988	57,069	58,439	61,766	65,103		68,424
25	5	57,069	58,150	61,188	64,510	67,833		71,162
26	6	58,150	60,597	63,924	67,252	70,581		73,908
27	7	60,016	63,332	66,662	69,990	73,319		76,643
28	8	62,755	66,065	69,411	72,740	76,069		79,390
29	9		68,814	72,146	75,474	78,800		82,130
30	10			74,881	78,209	81,546		84,871
31	11			77,617	80,946	84,286		87,615
32	12				84,286	87,653		91,003
33	13							96,575
74	L14	63,294	69,353	78,156	84,825	88,192		97,114
76	L16	64,046	70,105	78,908	85,577	88,944		97,866
81	L21	66,372	72,431	81,234	87,903	91,270		100,192
86	L26	69,613	75,672	84,475	91,144	94,511		103,433

\$400 annual stipend for an earned doctorate. Doctorate must be earned from an accredited university.

New employees shall be granted year-for-year credit up to a maximum of 9 years credit for full time teaching experience.

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).

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

A full time employee shall receive longevity increments provided the employee works 50% of the school year.

Longevity at years 14, 16, 21 & 26 are included above, as per contract, reflecting non-cumulative increases of \$539, \$1,291, \$3,617 and \$6,858 respectively.

Units taken for credit must meet contract guidelines.

\*National Board Certified

EFFECTIVE: 08/01/17

APPROVED 08/15/17

**LAS VIRGENES UNIFIED SCHOOL DISTRICT  
 CERTIFICATED COMPENSATION SCHEDULE  
 SECONDARY COUNSELORS  
 SCHEDULE (9)  
 CALENDAR (J) 205 DAYS  
 2017-2018**

HRS		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 2/1/86	AFTER 2/1/86
							BA +75 or MA w/60	BA + 60 w/NBC* or MA w/45+NBC or MA w/60
41	1	54,659	55,789	56,919	58,050	59,180		60,549
42	2	56,298	57,429	58,559	59,690	61,752		65,201
43	3	57,429	58,559	59,690	61,152	64,599		68,044
44	4	58,559	59,690	61,123	64,602	68,092		71,566
45	5	59,690	60,820	63,997	67,473	70,948		74,430
46	6	60,820	63,380	66,859	70,340	73,822		77,301
47	7	62,771	66,240	69,723	73,204	76,686		80,162
48	8	65,637	69,099	72,598	76,080	79,562		83,036
49	9		71,973	75,459	78,939	82,418		85,901
50	10			78,320	81,800	85,290		88,768
51	11			81,181	84,663	88,157		91,638
52	12				88,156	91,677		95,181
53	13							101,009
54	L14	66,176	72,512	81,720	88,695	92,216		101,548
56	L16	66,928	73,264	82,472	89,447	92,968		102,300
61	L21	69,254	75,590	84,798	91,773	95,294		104,626
66	L26	72,495	78,831	88,039	95,014	98,535		107,867

\$400 annual stipend for an earned doctorate. Doctorate must be earned from an accredited university.

New employees shall be granted year-for-year credit up to a maximum of 9 years credit for full time teaching experience.

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).

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

A full time employee shall receive longevity increments provided the employee works 50% of the school year.

Longevity at years 14, 16, 21 & 26 are included above, as per contract, reflecting non-cumulative increases of \$539, \$1,291, \$3,617 and \$6,858 respectively.

Units taken for credit must meet contract guidelines.

\*National Board Certified

EFFECTIVE: 08/01/17

APPROVED 08/15/17

**LAS VIRGENES UNIFIED SCHOOL DISTRICT**  
**CERTIFICATED COMPENSATION**  
**PSYCHOLOGIST**  
**SCHEDULE (1)**  
**CALENDAR (B) 196 DAYS**  
**2017-2018**

Total index applies to the maximum step of the regular teacher salary Schedule A (\$92,140)

STEP	INDEX	
1	102.6	94,536
2	104.1	95,918
3	105.6	97,300
4	107.1	98,682
5	108.7	100,156
6	110.2	101,538
7	111.8	103,013
8	113.4	104,487
L14		105,025
L16		105,778
L21		108,104
L26		111,345

\$400 annual stipend for an earned doctorate. Doctorate must be earned from an accredited university.

New employees shall be granted year-for-year credit up to a maximum of 9 years credit for full time teaching experience. 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).

One step in the salary schedule shall be allowed for each year of service until the maximum is reached as per contract. A full time employee shall receive longevity increments provided the employee works 50% of the school year.

Longevity at years 14, 16, 21 & 26 are included above, as per contract, reflecting non-cumulative increases of \$539, \$1,291, \$3,617 and \$6,858 respectively.

Units taken for credit must meet contract guidelines.

EFFECTIVE: 08/01/17  
APPROVED: 08/15/17

**LAS VIRGENES UNIFIED SCHOOL DISTRICT**  
**Career Tech Educators (CTE) - COMPENSATION SCHEDULE**  
**Non-Unit, Non-Management**  
**SCHEDULE (I)**  
**Standard Work Calendar 185 days, 2017-18 reflects 187 days**  
**2017/2018**

	CTE Credentialed	<i>For Reference, 185 day work calendar (reverts in 2018-19)</i>	
	187 Days	185 Day Base	
Step 1	54,137	53,558	I-001-01
Step 2	56,608	56,002	I-001-02
Step 3	58,190	57,568	I-001-03
Step 4	59,774	59,135	I-001-04

First year CTE instructors are placed based on prior teaching experience.

CTE Instructors will be assigned a prorated contract equal to 20% per class taught. 20% per class includes:

- >instruction
- >prep time
- > support period
- > evaluation of student's work
- > adjunct duties (assigned by principal)
- > shopping time to acquire class supplies
- > Back to School Night & Open House/Showcase
- > student & parent conferences and communications
- > school & district meetings
- > 5 days of staff development (1 District-wide day, 4 may be incremental/at District's discretion)  
(2017-2018 only, 3 days in other years)
- >2 days of work prior to school year

(Note, substituting for a colleague is paid on an hourly time sheet at the current substitute period rate)

CTE instructors are eligible for prorated health benefits consistent with certificated unit members once they reach 50% contract. Accordingly, CTE instructors would be eligible for \$2k cash back effective the January following two (2) years of completed service.

CTE instructors are eligible for PN/sick-leave benefits prorated, full-time = 10 days/year, with balances carried forward to the next school year.

No hourly timesheet submissions required, absence call-in on AESOP is required for all absences.

Payroll will be divided into eleven equal paychecks, August - June.

Health insurance and TSA deductions are deducted in ten installments, September - June.

EFFECTIVE: 8/01/17

APPROVED: 8/15/17

**LAS VIRGENES UNIFIED SCHOOL DISTRICT**  
**EARLY CHILD EDUCATOR TEACHER**  
**SCHEDULE (V)**  
**CALENDAR (A) 187 DAYS**  
**2017-2018**

	I CHILD DEVELOPMENT TEACHER PERMIT	II CHILD DEVELOPMENT MASTER TEACHER PERMIT	III MASTERS IN RELATED FIELD
1	28,436	29,858	31,920
2	31,010	32,561	34,623
3	33,598	35,278	37,340
4	36,172	37,980	40,042
5	38,814	40,754	42,816
L14	39,353	41,293	43,355
L16	40,105	42,045	44,107
L21	42,431	44,371	46,433
L26	45,672	47,612	49,674

\$400 annual stipend for an earned doctorate. Doctorate must be earned from an accredited university.

New employees shall be granted year-for-year credit up to a maximum of 9 years credit for full time teaching experience. 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).

One step in the salary schedule shall be allowed for each year of service until the maximum is reached as per contract. A full time employee shall receive longevity increments provided the employee works 50% of the school year.

Longevity at years 14, 16, 21 & 26 are included above, as per contract, reflecting non-cumulative increases of \$539, \$1,291, \$3,617 and \$6,858 respectively.

Units taken for credit must meet contract guidelines.

**APPENDIX B Activities 2017/2018  
SCHEDULE (B)**

Proposals for stipends from District-provided funds must be submitted to the Site Administrator by June 1<sup>st</sup> for both semesters of the following school year. Additional non-District funded stipends can be submitted by October 15th for spring semester.

**SCHEDULE FOR ADDITIONAL COMPENSATION**

<b>Level</b>	<b>Hours Outside of Regular Assignment</b>	<b>Amount</b>
I	Up to 25 hours	\$631
II	26 to 50 hours	\$959
III	51 to 80 hours	\$1,666
IV	81 to 120 hours	\$2,526
V	121 to 160 hours	\$3,534
VI	161 to 200 hours	\$4,544
VII	201 hours and above	\$5,049

B-001-04

B-002-04

B-003-04

B-004-05 (X2)

B-004-06 (X3)

B-006-06 (X2)

B-007-06 (X2)

***LAS VIRGENES UNIFIED SCHOOL DISTRICT***  
**APPENDIX C**  
**SCHEDULE (B) FOR ADDITIONAL COMPENSATION**  
**2017-2018**

DEPARTMENT CHAIRS

Base compensation (6-10 sections)	\$	3,992	B-021-03
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Larger Departments:

11-20 sections	\$	4,194	B-022-03
21-30 sections	\$	4,400	B-023-03
31-40 sections	\$	4,605	B-024-03
41-50 sections	\$	4,812	B-025-03
51+ sections	\$	5,019	B-026-03

<u>ELEMENTARY TEACHERS-IN-CHARGE</u>	\$	5,380	B-027-03
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<u>CONTINUATION HIGH SCHOOL TEACHER-IN-CHARGE</u>	\$	5,380	B-027-03
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<u>DUAL IMMERSION PROGRAM BCLAD STIPEND</u>	\$	2,195	B-028-04
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<u>ELEMENTARY COMBO CLASS STIPEND</u>	\$	2,195	B-028-04
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<u>LEAD TEACHER</u>	\$	953	B-002-03
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One Lead Teacher shall be authorized for Departments which have 31 to 49 sections in the department.

At a minimum, one lead teacher shall be authorized per common core assessment area (social studies, language arts, math, science).

Two Lead Teachers for 50 or more sections.

One lead teacher per elementary grade level at each site.



**APPENDIX B- CIF SPORTS, COACHING**

**SCHEDULE (B) FOR ADDITIONAL COMPENSATION 2017-2018**

*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.*

STEP	SCHEDULE	AMOUNT
A	not used	
B	not used	
C	not used	

STEP	SCHEDULE	AMOUNT
D	not used	
E	B-005-01	\$210.00
F	B-006-01	\$248.30

STEP	SCHEDULE	AMOUNT
G	B-007-01	\$286.50
H	B-008-01	\$324.70
I	B-009-01	\$341.40

STEP	SCHEDULE	AMOUNT
J	B-010-01	\$400.70
K	B-011-01	\$439.20
L	B-012-01	\$477.40
M	B-013-01	\$515.70

	Step	Range	Step	Range	Step	Range		Step	Range	Step	Range	Step	Range
<b>Athletic Director</b>	K	\$4,392	L	\$4,774	M	\$5,157	<b>Soccer (Boys/Girls)</b>						
<b>Athletic Supervisor (Fall/Winter/Spring)</b>	H	\$3,247	I	\$3,414	J	\$4,007	Varsity Coach/Coordinator	G	\$2,865	H	\$3,247	I	\$3,414
<b>Athletic Trainer (Fall/Winter/Spring)</b>	F	\$2,483	G	\$2,865	H	\$3,247	Junior Varsity	E	\$2,101	F	\$2,483	G	\$2,865
<b>Baseball</b>							Frosh/Soph	E	\$2,101	F	\$2,483	G	\$2,865
Varsity Coach/Coordinator	G	\$2,865	H	\$3,247	I	\$3,414	<b>Softball</b>						
Varsity Assistant	E	\$2,101	F	\$2,483	G	\$2,865	Varsity Coach/Coordinator	G	\$2,865	H	\$3,247	I	\$3,414
Junior Varsity	E	\$2,101	F	\$2,483	G	\$2,865	Varsity Assistant	E	\$2,101	F	\$2,483	G	\$2,865
Freshman	E	\$2,101	F	\$2,483	G	\$2,865	Junior Varsity	E	\$2,101	F	\$2,483	G	\$2,865
<b>Basketball (Boys/Girls)</b>							Frosh/Soph	E	\$2,101	F	\$2,483	G	\$2,865
Varsity Coach/Coordinator	G	\$2,865	H	\$3,247	I	\$3,414	<b>Swimming/Diving (Boys/Girls)</b>						
Junior Varsity	E	\$2,101	F	\$2,483	G	\$2,865	Varsity Coach/Coordinator	F	\$2,483	G	\$2,865	H	\$3,247
Frosh/Soph.	E	\$2,101	F	\$2,483	G	\$2,865	Junior Varsity	E	\$2,101	F	\$2,483	G	\$2,865
Freshman	E	\$2,101	F	\$2,483	G	\$2,865	<b>Tennis (Boys/Girls)</b>						
<b>Cross Country (Boys/Girls)</b>							Varsity Coach/Coordinator	F	\$2,483	G	\$2,865	H	\$3,247
Head Coach	F	\$2,483	G	\$2,865	H	\$3,247	<b>Track (Boys/Girls)</b>						
<b>Football</b>							Varsity Coach/Coordinator	F	\$2,483	G	\$2,865	H	\$3,247
Varsity Head Coach/Coordinator	H	\$3,247	I	\$3,414	J	\$4,007	Assistant Coach (2)	E	\$2,101	F	\$2,483	G	\$2,865
Varsity Assistant (3)	E	\$2,101	F	\$2,483	G	\$2,865	<b>Volleyball (Boys/Girls)</b>						
Junior Varsity Head	F	\$2,483	G	\$2,865	H	\$3,247	Varsity Coach/Coordinator	F	\$2,483	G	\$2,865	H	\$3,247
Junior Varsity Assist	E	\$2,101	F	\$2,483	G	\$2,865	Junior Varsity	E	\$2,101	F	\$2,483	G	\$2,865
Freshman Head	F	\$2,483	G	\$2,865	H	\$3,247	Frosh/Soph	E	\$2,101	F	\$2,483	G	\$2,865
Freshman Assist	E	\$2,101	F	\$2,483	G	\$2,865	<b>Water Polo (Boys/Girls)</b>						
<b>Golf (Boys/Girls)</b>							Varsity Coach/Coordinator	G	\$2,865	H	\$3,247	I	\$3,414
Head Coach	F	\$2,483	G	\$2,865	H	\$3,247	Jr. Varsity	E	\$2,101	F	\$2,483	G	\$2,865
<b>Lacrosse (Boys/Girls)</b>							Frosh/Soph	E	\$2,101	F	\$2,483	G	\$2,865
Varsity Head Coach	G	\$2,865	H	\$3,247	I	\$3,414	<b>Wrestling</b>						
Junior Varsity	E	\$2,101	F	\$2,483	G	\$2,865	Varsity Coach/Coordinator	G	\$2,865	H	\$3,247	I	\$3,414
<b>Sand Volleyball (Girls)</b>							Junior Varsity	E	\$2,101	F	\$2,483	G	\$2,865
Head Coach	F	\$2,483	G	\$2,865	H	\$3,247							

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 the 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.

**LAS VIRGENES UNIFIED SCHOOL DISTRICT**

**2017/2018**

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

**SUBSTITUTE TEACHER SCHEDULE**

DAILY RATE	\$120.00	daily	C-013-01
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Long Term Assignment:

Day 21 - end of assignment: Step 1 under appropriate class on  
Certificated Compensation Schedule

**HOURLY TEACHING ASSIGNMENT RATES:**

Home teacher	\$35.66	hourly	C-001-01
Saturday Work Program	\$18.05	hourly	C-002-01
In-service Instructor	\$24.38	hourly	C-004-01
Nurse – part time	\$24.38	hourly	C-004-01
Technical Director (0-3 years of service)	\$41.10	hourly	C-006-02
Technical Director (> 3 years of service)	\$45.67	hourly	C-006-03
Special Classroom Assignments	\$24.38	hourly	C-004-01
Bilingual Assessor	\$16.69	hourly	C-008-01
Intramural Sports	\$15.38	hourly	C-009-01
Teacher, Tier II	\$17.14	hourly	C-011-01
Special Classroom Assignment/Sub	\$17.14	hourly	C-011-01
Usher, Parking	\$10.55	hourly	C-020-01
Theatrical Jr. Stagehand	\$12.66	hourly	C-020-02
Ticket Taker, Lead Usher, Lead Parking	\$14.45	hourly	C-018-01
Concessions, Box Office	\$14.45	hourly	C-018-01
Theatrical Stage Technician	\$16.88	hourly	C-020-03
Lead Box Office, Lead Concessions	\$17.41	hourly	C-018-02
Ticket Seller, Activity Supervisor, Security	\$17.41	hourly	C-018-02
Timer, Announcer and General Supervisor	\$17.41	hourly	C-018-02
Theatrical Stagehand	\$23.21	hourly	C-020-04
Theatrical Lead Stagehand	\$26.38	hourly	C-020-05
Event Coordinator	\$26.38	hourly	C-020-05
Theatrical Programmer/Rigger	\$29.54	hourly	C-020-06
Assistant Technical Director	\$33.76	hourly	C-020-07

**OUTDOOR EDUCATION-DAILY RATES**

Director	\$112.86
Overnight teacher	\$67.12

EFFECTIVE: 08/1/17

APPROVED: 08/15/17

## 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 three 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 the 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, including in-services, 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 in-service 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, in-service, 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.  
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 [HIJ] 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 the 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 Canada  
San Marino  
Burbank  
Temple City  
Pasadena  
Glendale  
Glendora