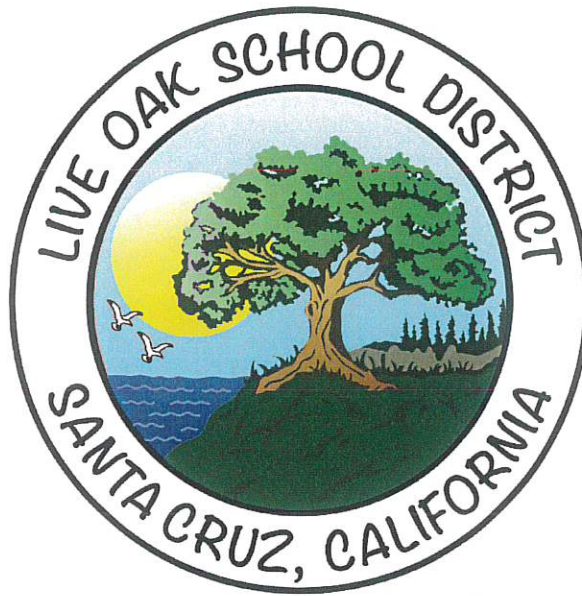


# **LIVE OAK SCHOOL DISTRICT LOETA CONTRACT 2021-2024**



**Live Oak Elementary Teachers  
Association  
and the  
Live Oak School District**

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## ARTICLE 1

### Agreement & Terms

#### A. Agreements and Terms

1. This Agreement is made and entered into by and between the Governing Board of Education of the Live Oak School District (hereafter referred to as the District), which together with its administrative staff and representatives shall be referred to in this Agreement as the "District," and the Live Oak Elementary Teachers Association (hereafter referred to as LOETA), CTA/NEA, the certificated unit members' exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the "Association."
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code that shall be referred to as the Educational Employment Relations Act (EERA). This Agreement shall remain in full force and shall be effective from July 1, 2021 through June 30, 2024.
3. With respect to matters within the scope of representation, individual contracts between the District and unit members shall be consistent with this Agreement. Nothing in this Agreement shall prohibit the District from specifying pre-employment credentials or certificate acquisition conditions for non-tenured unit members. This section is not applicable to job applicants.

#### B. Maintenance of Standards

1. With respect to matters within the scope of representation, the District shall not reduce or eliminate benefits, as described in Article 6, except as provided by this Agreement.
2. This Agreement shall supersede rules, regulations or practices of the District within the scope of contract or representation rights. The provisions of this Article shall be interpreted or applied in a manner that is consistent in application and effect and not arbitrary.

#### C. Statutory Changes

1. Legally mandated improvements in benefits included in this Agreement shall be incorporated into this Agreement.
2. Statutory changes that reduce or eliminate benefits within the scope of the contract or representation rights shall obligate the parties to negotiate within ten (10) days

of a request by either party. Absent an agreement, no reduction or elimination of statutory guarantees of benefits included in this Agreement shall apply.

#### **D. Saving Provision**

1. If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
2. It is further agreed that within twenty (20) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provisions.

## **ARTICLE 2**

### **Recognition**

#### **A. Recognition**

1. The District recognizes the Association as the exclusive representative of all certificated unit members of the District rendering service in full time and part-time positions requiring certification, by the State of California or by the District, excluding:
  - District Administrators
  - Superintendents
  - Assistant Superintendent of Educational Services
  - Chief Business Official
  - Site Administrators:
  - Principals
  - Assistant Principals
  - Program Directors
  - Administrative Assistants
  - Affirmative Action Officers
  - Day Care Teachers
  - Home & Hospital Teachers

- Substitute Teachers
  - Coordinators serving as independent contractors in non-teaching assignments
2. The parties to this Agreement recognize that duties and work performed by the certificated unit members in the bargaining unit described above shall be performed only by unit members except as provided by law, past practice or mutual agreement.

## ARTICLE 3

### Definitions

#### A. Definitions

1. "District" is the Live Oak School District, its Governing Board of Education, administration and other designated representatives.
2. "Association" means the Live Oak Elementary Teachers Association, CTA/NEA, its Officers and representatives. The Association is the exclusive representative of the certificated bargaining unit in the District.
3. "Immediate Supervisor" means the unit member's administrator or supervisor employed by the District who has direct responsibility for supervising the unit member. Usually this person is the site principal.
4. "Unit Member" means any District certificated unit member who is included in the unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.
5. "Day" means days the District is open for business.
6. "Duty Day(s)" means any day(s) of service during which the unit members are required by contract to render service for the purposes of teaching, staff development, preparation, planning or other professional activity.
7. "Instructional Day(s)" means any day(s) pupils are present for instruction, or a day that is otherwise designated (SBCP).

8. "Immediate Family" means any spouse, registered domestic partner, mother, father, daughter, son, grandmother, grandfather, grandchildren, sister, brother, and a person living in the household of the unit member.
9. "Domestic Partner" means a life partner to whom the unit member is committed without the benefit of marriage. To qualify as a domestic partner, the unit member must have on file with the District, a copy of the Affidavit of Domestic Partners identical to the one that is signed for the Santa Cruz County Schools Health Insurance Group, which is required for participation in the Health and Welfare benefits program.
10. "Dependent" means any spouse, registered domestic partner or other person for whom the unit member has legal custody.
11. "Daily Rate of Pay" means the unit member's annual scheduled salary divided by the number of duty days required by the Agreement.
12. "Site" means a facility owned or operated by the District in which a unit member works.
13. "Summer School unit member" is a certificated unit member teaching summer school.
14. "District Service Year," for purposes of salary schedule movement, means a school year in which a unit member has served at least 75% of the duty days.
15. "Transfer" means a change of sites due to annual enrollment shifts, unit member vacancies, program changes, financial problems or other unforeseen circumstances.
16. "Voluntary Transfer" means a unit member-initiated request to be transferred to another site.
17. "Involuntary Transfer" means a District-initiated request that a unit member be transferred to another site.
18. "Reassignment" at the school site means the changing of two or more grade levels, or at the middle school level, changing the primary subject area taught. Primary subject is defined as 50% of periods taught.
19. "Voluntary Reassignment" means a unit member-initiated request to be reassigned.
20. "Involuntary Reassignment" means District-initiated request that a unit member be reassigned.



21. "Vacancy" means a position that is declared vacant by the District and that does not have a unit member assigned to it. This includes any vacated, promotional or newly created positions including positions created by re-configuration or restructuring.
22. "Grievance" means a claim by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement, a violation of the right to fair treatment, or a violation, misapplication or misinterpretation of any law, Governing Board policy, or regulation.
23. "Grievant" means the unit member, unit members, or the Association making the claim.
24. "Service Provider" means a non-unit member providing services to the District usually for special education students.

## **ARTICLE 4**

### **Negotiations Procedure**

#### **A. Negotiations Procedure**

1. By April 1 of the prior year, the parties shall endeavor to exchange initial proposals for negotiation on any authorized reopeners set forth in Article 17 or successor contract terms. The District shall give proper public notice of such proposals at the first Governing Board meeting following the submission of the proposal
2. The parties shall commence to meet and negotiate on reopeners or a successor Agreement beginning no later than twenty (20) days after the completion of the public notice requirements listed above. Any agreement reached between the parties shall be reduced to writing and signed by them.
3. Within thirty (30) days of the ratification of the Agreement by both parties herein, the District shall have a copy of the Agreement posted and available for review on the District website. Hard copies will be available at the District Office upon request. The District shall give a copy of the Agreement to any new bargaining unit members hired during the term of the agreement.
4. The parties will utilize interest-based bargaining techniques whenever possible and when mutually agreed upon. The parties shall also endeavor to schedule and participate in joint training on interest-based bargaining methods, subject to mutual agreement



## ARTICLE 5

### Association Rights

#### A. Rights

1. The Association has the right under the Educational Employment Relations Act (EERA) to represent bargaining unit members in their employment relations with the District. Nothing in the Agreement shall be construed as a waiver of such rights.
2. The District has the right in all matters not specifically enumerated in the Agreement that are reserved to the public school employer as provided by law. In the event of a strike, slowdown, or work stoppage, the District shall have the right to modify or rescind any portion of this Agreement.

#### B. Mail Facilities

1. The Association shall have the right to use the District mail service and unit member mailboxes for communications to unit members without interference, censorship or deliberate examination of such communications by the District. Concurrent with postings, a copy of the notice shall be provided to the Superintendent's Office.
2. The Association shall have the right to use the District electronic mail service and unit member electronic mailboxes for communications to unit members without interference, censorship or deliberate examination of such communications by the District.

#### C. Bulletin Boards

1. In accordance with district policy and Acceptable Use Standards Affidavits, the Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided at each site in areas frequented by unit members. Concurrent with postings, a copy of the notice shall be provided to the Superintendent's office.
2. The Association shall have the right to post notices of activities and matters of Association concern on electronic bulletin boards maintained by the District. Unit members shall have access to the District bulletin boards.

#### **D. Use of Buildings and Equipment**

1. The Association shall have the right to schedule use of the school buildings, sites and equipment during non-instructional, non-duty hours for meetings and other Association activities.
2. The Association shall have the right to schedule use of the District technology equipment/labs within the guideline in 5.D.1. The Association shall reimburse the District any cost this usage incurs.

#### **E. Access to Work Site**

Authorized representatives of the Association shall have the right to transact official Association business on school property and use District facilities provided that such activities or use are conducted during non-duty hours.

#### **F. Access to Information**

1. The District, upon request by the Association, agrees to furnish to the Association, within ten (10) days, all available information concerning the financial resources and certificated and classified staffing of the District. Such information shall include but not be limited to: annual financial reports and audits, budgets, interim reports, J-90s, assignment location of certificated personnel, P-1, P-2. interim reports and CBEDS, agendas and minutes of all Governing Board meetings and all attachments thereto at the time of distribution to the Governing Board, census and membership data, names, addresses and phone numbers of all unit members, salaries, benefits and stipends paid thereto, educational background, longevity and other unit members information that may be used in representing unit members. In addition, the District, upon request, agrees to provide any other information the Association deems necessary, as provided by law, to fulfill its role as exclusive representative. In addition, such information, by request of the Association, shall be supplied via electronic means if the District keeps such data in electronic format.
2. The District shall provide the Association with the name, job title, department, work location, work, home, personal cellular telephone number, personal email address, and ho address of any new employee within the bargaining unit within 30 days of hire or by the first pay period of the month following hire consistent with Government Code § 3558. The District shall also provide to the Association a listing of all members of the bargaining unit, including name, job title, department, work location, work, home, personal cellular telephone number, personal email address, and home address every 120 days.

#### **G. Appointment to District and Joint Committees**

The District shall comply with the law with respect to unit members who serve on committees and councils which are defined by statute.

#### **H. Released Time**

1. The Association President or designee shall be provided release time at no loss of salary or other benefits, not to exceed ten (10) full days per school year.
2. Bargaining team members shall be provided reasonable released time for negotiations, as defined by EERA, at no loss of salary or other benefits.
3. Grievants, witnesses and Association representatives shall be provided reasonable released time for grievance processing at no loss of salary or other benefits.

#### **I. Waivers of Law, Regulation and Policy**

For matters within the scope of bargaining, before seeking any general waiver of State or Federal law, regulations or Governing Board policy for the District or a particular work site, the District shall make available such request for general waiver to the Association and seek approval of the Association. Barring such approval, the Association shall have the right to submit a written objection to be attached to the waiver request form.

#### **J. New Employee Orientation**

A representative from the Association will be given the opportunity to make a presentation (not to exceed 20 minutes) during any new employee welcome and orientation session that may be offered at the beginning of the school year by the District. The District will provide the Association with at least 10 days' notice prior to the date of any such new employee welcome and orientation session. The Association will have access to new unit members hired after the annual new employee welcome and orientation session. This provision is entered into pursuant to AB 119 and is comprehensive of the Association's right to access new employee orientations.

#### **K. Dues Deduction**

1. The right of payroll deduction for payment of membership dues shall be accorded to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, upon formal written request from the Association to



the District, shall be increased or decreased without resolicitation and authorization from unit members.

2. The Association shall provide to the District a list of active members who have authorized dues deduction. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who join after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Deductions for unit members who work less than 100% of the school year shall be appropriately prorated.

#### **L. Maintenance of Membership**

The Association President shall provide the District notice of membership termination. The District shall continue dues deduction until notified by the Association.

#### **M. General Provisions**

1. With respect to all sums deducted by the District pursuant to section J above, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.
2. The Association and the District agree to furnish each other any other information needed to fulfill the provisions of this Article.
3. The Association agrees to hold harmless, defend and indemnify the District from all liability, causes, damages, and fees including attorney fees, incurred by the District as a result of the enactment and implementation of this Article. The Association has the exclusive right to determine whether any such liability, cause, damages, or fees shall be compromised, defended or appealed in its enforcement of this Article.

### **ARTICLE 6**

#### **Compensation and Retirement**

A.

##### **2. Salary Schedule Implementation**

- (a) Initial placement of intern (without a full credential) unit members shall be on Class I of the salary schedule.

- (b) Initial placement of fully credentialed unit members shall be between Class II and Class VI on the salary schedule.
- (c) All part-time unit members will receive salary on a pro rata basis.
- (d) Unit members are required to be in attendance during buy back days. Personal necessity and sick leave may not be used on these days. The District will not be funded for a specific buy back day unless the State standard (currently 95% attendance) unit member attendance is met. Should the unit not meet the State attendance standard, the Association and the District shall meet and confer possible solutions. Non-attendance will result in non-payment to the individual unit member.
- (e) This salary schedule increase is contingent on continued State funding for such purpose. The Association and the District shall meet and confer possible solution should State funding be discontinued.
- (f) Appendix A reflects the last negotiated changes to the Salary Schedule.

## **2. Salary Schedule Service Credit**

- (a) The annual salaries set forth in this Agreement shall be paid in ten (10) or twelve (12) installments, payable on the last day of each month, or on the nearest Friday, if the last day of the month is a Saturday or Sunday, with appropriate deductions as mutually agreed between the district and the Association.
- (b) Optional deductions are those deductions that the District and Association have mutually agreed upon, which the unit member may elect to have taken from her/his earnings. Optional deductions must be initiated in writing by the unit member. Such authorizations shall remain in effect continuously until the District receives from the unit member a written notice withdrawing the authorization for a particular deduction.
- (c) For initial salary schedule placement purposes, credit for services outside the District shall be allowed on the salary schedule at the rate of (1) increment (step) for one (1) year of service. Private school experience for step increment on the salary schedule shall be accepted, providing the private school was state accredited and the unit member in question held a valid credential at the time of teaching experience. Earned degrees received and units of study in an accredited institution of higher learning shall be

allowed for initial placement and subsequent horizontal movement on the salary schedule, as provided by this Agreement.

- (d) Unit members who resign from the District and are subsequently reemployed within thirty-nine (39) months shall be granted full experience credit, as permitted by this contract.
- (e) Unit members whose initial District employment was in a program conducted under contract with public schools or other categorically funded state or federal school projects, and then were subsequently employed as probationary unit members with no break in service, shall be credited with the time served in the specifically funded program for salary schedule placement and advancement purposes.
- (f) All unit members shall advance and be credited one (1) vertical step on the salary schedule for each year of service except for those whose placement is at the maximum step for their class. A year of service is defined as 75% of the regularly scheduled work year.
- (g) Unit members who have been employed in the regular educational program of the District as probationary or permanent unit members before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects shall be entitled to continue vertical advancement on the Salary schedule for each year of service while assigned to such restricted programs.
- (h) Course credit for salary placement and movement on the salary schedule shall be given for postgraduate, lower division, upper division or graduate coursework taken at two year or four year colleges, universities, or graduate schools, which are accredited by a regional accrediting commission, or other programs approved by the District. District approved units of study for professional growth in service (staff development) shall also be counted for salary placement and movement on the salary schedule. Semester units as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter units shall be converted to semester units by multiplying the total of such units by two-thirds (2/3).
- (i) Unit members requesting column movement on the salary schedule must file such requests with Personnel no later than May 1st of each year. Supporting records or transcripts verifying post-graduate units of study that are to apply toward such a movement must be filed with Personnel no later than October 1st of the ensuing year. If by October 1st, the unit member is unable to submit supporting records or transcripts verifying post-graduate units of study which are to apply toward the column movement, official

notices in the form of a grade card or letter from the college or university shall be submitted. Such temporary verification which indicates satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirement. The unit member shall provide the official transcript or affidavit to the District as soon as it becomes available.

### **3. Stipends**

- (a) An annual stipend of \$1,500 shall be paid to unit members who hold a Master's degree.
- (b) An annual stipend of \$1,500 shall be paid to unit members who hold a CTC-issued authorization in Spanish (e.g. BCLAD, BASP).
- (c) An annual stipend of \$1,500 shall be paid to unit members who teach an elementary/non-special education combination class.
- (d) An annual stipend of \$1200 shall be paid to middle school Activities Director, Music Director, and Yearbook Adviser.
- (e) Compensation for middle school coaching of after school sports by unit members shall be \$850 for Coach, \$575 for Assistant Coach, and \$575 for Cheerleading Advisor.
- (f) Unit members who qualified for and received National Board for Professional Teaching Standards Certification from the State of California, and for whom State payments have ended, shall be paid an annual stipend of \$1000 (effective 2002/2003). To qualify for this stipend, the unit member must also maintain certification with the National Board for Professional Teaching Standards.
- (g) Stipends shall be paid on a pro rata basis for part time unit members.
- (h) Assignments necessary to monitor and/or implement programs/tasks at a site may be compensated by a site stipend.
- (i) The Professional Development Rate shall be \$35 per hour.
- (j) The Summer School Rate shall be \$50 per hour.

### **4. Awards and Incentive Pay**

- (a) National Certification Award

- (1) Unit members who have attained certification from the National Board for Professional Teaching Standards shall be granted a one-time salary award as provided by statute.

A unit member receiving such National Certification shall provide a copy of the certificate or other supporting documents in order to receive the salary award.

- (2) After District receipt of the awards money, the District shall pay award within 90 days upon receipt of the proof specified in the paragraph above.

Prior to issuing the award payment, the District shall consult with the unit member about the amount of tax withholding and other deductions as may be required by the District.

(NOTE: Compensation received for the National Certification Award is not subject to the STRS contributions.)

(b) Academic Performance Index School Site and Employee Performance Bonus

- (1) The District shall provide a one-time salary bonus for unit members at school sites that receive School Site and Employee Performance awards pursuant to Education Code Section 44650.

Qualifying unit members shall be paid an amount that is equal to the amount of the unit's share of the award divided by the number of qualifying unit members at the school/site, with an FTE pro-ration, pursuant to Education Code Section 44650.

- (2) After District receipt of the awards money, the District shall pay unit members eligible for the performance award within 90 days.

Prior to issuing the award payment, the District shall consult with the unit member about the amount of tax withholding and other deductions as may be required by the District.

## 5. Mileage Rate

District agrees to pay unit members the IRS mileage deduction rate per mile for the use of personal vehicles in the performance of work assignments or other employer related business.



## **6. Business Expenses**

District shall pay with written approval work related expenses, including, but not limited to fees, travel, lodging, meals and incidentals (see District form), incurred when the unit member is involved in an activity at the discretion of or authorized by a District administrator when such activity is away from the unit member's primary work location.

## **B. Health and Welfare Benefits**

### **1. General Provisions**

- (a) Effective October 1, 2022, the District annual contribution towards unit member health and welfare benefit premiums (medical, dental, vision and life insurance) is \$15,000. This is a "hard CAP." All part-time (at least .5 FTE) unit members will receive these benefits on a pro rata basis.
- (b) The District will make available IRS Section 125 plans during open enrollment.
- (c) The District shall provide at least one medical, dental, vision and employee assistance plan that defines dependents to include domestic partners.
- (d) A unit member hired after July 1, will have their medical benefit contribution prorated to reflect the actual number of months of his/her first year of service. Unit members with temporary contracts who are offered reasonable assurance of employment and return to work for the following school year shall have their benefits continue throughout the summer. Any temporary unit member who is reemployed but has not been offered reasonable assurance will have his/her COBRA insurance premium reimbursed, if any.
- (e) Unit members who are initially employed the first day of the school year shall be eligible for coverage on the first day of employment.
- (f) Unit members who terminate their employment prior to the close of the school year shall be provided benefits through the last day of the payroll period in which the termination occurred.
- (g) Unit members who are probationary or tenured who terminate their employment at the end of the academic year, shall be provided with benefits through the end of August. The unit member shall be responsible for the unit member's portion of the premium.

- (h) Unit members who are absent because of illness and who have exhausted their accumulated sick leave shall continue to be provided with such benefits as may be available under the California Family Rights Act (CFRA) and the Federal Family and Medical Leave Act (FMLA).
- (i) The District or designee shall inform in writing all qualified unit members and/or beneficiaries of their right to continue benefit coverage under provisions of the Consolidated Omnibus Budget Reconciliation Act of 1995. The District shall continue to provide benefits coverage to all qualified beneficiaries during the 60 calendar day election period.

## **2. Medical Plan**

- (a) Benefits shall be provided through the benefits package. (See Appendix C for current coverage.)
- (b) The following shall be provided through the medical plan of the unit member, by the District or at the District's expense: tuberculosis examinations required for employment, hepatitis B vaccine injections and annual flu shots for unit members choosing to be inoculated. There shall be no cost to the unit member for these benefits.

## **3. Dental Plan**

- (a) The District shall provide unit members and their eligible dependents with a dental services insurance plan.
- (b) Benefits shall be provided through the benefits package as offered by the JPA or its successor. (See Appendix C for current coverage.)
- (c) Orthodontia coverage shall be included in at least one plan as an option that the unit member may select.

## **4. Vision Plan**

- (a) The District shall provide unit members and their eligible dependents with a vision services insurance plan.
- (b) Benefits shall be provided through the benefits package as offered by the JPA or its successor. (See Appendix C for current coverage.)

## **5. Life Insurance Plan**

- (a) The District shall provide unit members with a group term life insurance plan. The coverage shall also provide for accidental death benefits.
- (b) The plan shall allow for unit members to purchase additional life insurance.

## **6. Employee Assistance Program (Counseling)**

- (a) The District shall provide unit members and their eligible dependents with access to an employee assistance program plan.
- (b) Benefits shall be provided through the benefits package. (See Appendix C for current coverage.)
- (c) Unit member participation in the employee assistance plan shall be entirely voluntary and shall be kept confidential. The District shall not use any information about a unit member gathered as a result of his/her participation in the employee assistance plan for any evaluation, discipline, or dismissal procedure or any other contractual rights.

# **C. Retirement**

## **1. Retiree Health and Welfare Benefits**

- (a) A unit member who retires from the District at the age of 55 years or older in the years 2021 on and who has at least 25 years of service in the District may select from the following options:
  - (1) The unit member may receive \$12,739.20 per year for a period not to exceed five (5) years, or up to the age of 65, whichever comes first, to purchase benefits through the District's benefit program. The available plans shall be the same as those available to active members. Retirees shall purchase these plans at the retiree rate.
  - (2) The unit member may receive a cash incentive of \$6,396.60 per year for a period not to exceed five (5) years, or up to the age of 65, whichever comes first. This benefit is taxable.
- (b) In the event that a unit member qualifying for and electing one of the retiree benefit options described above predeceases his/her spouse/domestic partner or dependents, the surviving spouse/domestic partner or dependents shall continue to receive the benefit selected by the retiree



(either coverage or annual payments) until such a time as the benefits would have ceased had the unit member survived.

- (c) Upon completion of the three (3) or five (5) year period (depending upon the option selected above), up to the age of 65, whichever comes first, the unit member has the option to continue to participate in the District's benefits program at his/her own cost.

## **2. Retiree Contract for Services Plan (Consultant)**

- (a) A unit member who is fifty-five (55) years of age or older with ten (10) years of service in the District may, upon retirement, be employed as a consultant for up to five (5) years and shall not return to regular employment within the District.
- (b) Such retired unit member contract shall include terms and conditions agreeable to the unit member and the District, but not to exceed the amount set forth in Education Code Section 23919 or its successor.
- (c) The unit member has the option of having Health and Welfare Benefits continued as part of the above amount. The per diem rate shall not exceed the current per diem rate of the unit member at the current step and column salary placement similar to that of the retiree upon retirement.

## **3. Reduced Services Employment Plan (Brown)**

- (a) The unit member would be expected to meet all the following requirements:
  - The unit member shall have reached the age of fifty-five (55) prior to the first day of the semester in which half-time employment is requested, and
  - Shall submit a request in writing to the District Office ninety (90) days prior to the beginning of the semester in which pre-retirement is requested.
- (b) Length of participating in the pre-retirement shall not exceed five (5) years. Unit members requesting pre-retirement shall have been employed in the District full-time in a position requiring certification for at least ten (10) years, including the immediate preceding five years.
- (c) The unit member shall resign at the end of the five-year period.

- (d) The unit member shall receive the salary which is a pro rata share of the salary the unit member would be earning if the unit member continued in full-time employment. Termination of participation or return to full-time employment is based on mutual consent of the unit member and the District. All leave benefits afforded full-time unit members shall be earned by the part time unit member on a pro rata basis.
- (e) The unit member whose service is half time or more shall receive the same fringe benefits as a full-time unit member.
- (f) Pre-retirement is limited to unit members.

#### **4. Golden Handshake Additional Service Credit**

The District shall offer the Golden Handshake option for unit members whenever state qualifying financial criteria are met. Application must be made by January 31, of the year in which it will be granted. In the month of December of each year, the District will notice unit members of this application deadline and the procedures to follow with District, county and state. Information will be included in the Certificated Unit member Handbook regarding Golden Handshake procedures.

### **ARTICLE 7**

#### **Work Year, Professional Responsibilities**

##### **and Committee / Activity Related Work**

#### **A. Work Year**

1. The starting and ending dates of the school year shall be mutually agreed upon between the Association and the District.
2. The unit member work year shall consist of 186 days. Elementary: Of these days, two (2) shall be District-directed Professional Learning days, two (2) shall be parent-teacher conference days, and two (2) shall be teacher work days (the 2 days immediately preceding the first student day) (the day before the first instructional day in August and the day before the first instructional day in January).

Middle School: Of these days, two (2) shall be District-directed Professional Learning days, two (2) shall be parent-teacher conference days, and two (2) shall be teacher work days (the days immediately preceding the first student day of each

semester) (the day before the first instructional day in August and the day before the first instructional day in January).

The work year for School Psychologists and Speech Therapists shall include ten (10) additional work days beyond the regular unit member work year.

3. The instructional time shall comply with State Education Code requirements. The total instructional minutes in the school work year, including minimum days, shall not be less than the respective annual total number of instructional minutes as follows:

Kindergarten	36,000 total minutes
Grades 1-3	50,400 total minutes
Grades 4-5	54,000 total minutes
Grades 6-8	54,000 total minutes

4. The school year calendar listing all instructional days, duty days, vacations and holidays shall be distributed by the District to the Association members no later than June 30.
5. In the event that a school or the District is closed by natural disaster or government order, the District shall negotiate with the Association for any make-up days.

## **B. Length of Workday**

1. The length of the elementary and middle school unit member workday shall be fifteen (15) minutes before the start of school to fifteen (15) minutes after students have been dismissed including a thirty (30) minute duty free lunch and at least one morning relief break. The length of the workday can only be modified by agreement between LOETA and the District.
2. Starting and ending times, length of the lunch period and a morning relief period shall be determined by the District with input from the school faculty units, the site administrators and the Transportation Department. Start and end times for the elementary sites will be the same districtwide.
3. Regardless of assignment, the workday for all unit members shall comply with the State Education Code requirements. The annual number of instructional minutes shall be the same at all elementary sites.
4. On days when unit members are required to return for an evening meeting, i.e. open house, back-to-school night or similar event, unit members shall be permitted to leave school at the end of the pupil instructional day.



5. District wide student restructured days shall be negotiated by the Association. Up to one (1) day per week may be a restructured/minimum day for pupils as determined by the faculty and administrator of each site with consideration of the Transportation Department's needs. The hours of restructured/minimum days will be in accordance with legal requirements. The length of the unit member workday on all restructured/minimum and non-student days shall be consistent with applicable minimum instructional minutes requirements. All restructured days shall be approved by the Governing Board. Mutual agreement on restructured/minimum days shall be reached no later than the second meeting of the Governing Board in June.
  - (a) Unit members at the middle school shall utilize the remainder of the workday for collaboration for 1 hour and 45 minutes.
  - (b) Unit members at the elementary sites shall utilize the remainder of the regular workday for planning, collaboration and preparation for their assignment, teacher-directed meetings, and/or voluntary in-service.
6. Collaboration is herein defined as teachers working with student data in order to improve student performance on an agenda set by teachers. The focus of the meetings will be on one or more of the following areas:
  - Refining content delivery
  - Integrating technology skills
  - Sharing teaching strategies
  - Analyzing benchmarks
  - Adjusting pacing guides
7. Daily supervision assignments shall not infringe upon duty-free lunch and morning break/recess period.
8. Professional responsibilities, as specified in Section C, may extend outside the regularly scheduled workday when needed.
9. Unit members shall not be required to work at school events scheduled later than 9:00 p.m. or on weekends.

## **C. Professional Responsibilities**

1. The following are part of the required professional responsibilities of unit members that fall within the regularly scheduled workday:
  - (a) District in-service meetings

- (b) Other assignments by the supervisor
- 2. The following are part of the required professional responsibilities of unit members that may extend outside the regularly scheduled workday:
  - (a) Staff meetings shall be held on the first Tuesday of the month and shall not exceed sixty (60) minutes. If there is a fifth Tuesday in a month, it shall also be scheduled as a staff meeting.
  - (b) Professional Learning, Department/Grade Level and Committee Meetings shall be held on Tuesdays and structured as follows:

Elementary:

First Tuesday: Staff Meeting (60 minutes)  
Second Tuesday: Professional Learning (60 minutes)  
Third Tuesday: Department/Grade Level Collaboration (60 minutes)  
Fourth Tuesday: Professional Learning (60 minutes)

Middle School:

First Tuesday: Staff Meeting (60 minutes)  
Second Tuesday: Professional Learning (60 minutes)  
Third Tuesday: Department/Grade Level (60 minutes)  
Fourth Tuesday: Committees/MS only SPED Professional Learning (60 minutes)

- (c) All of the above stated meeting limitations may be extended by mutual agreement of the majority of faculty at the site and site administration.
- (d) At the elementary sites one meeting per month as defined above in 2.a and 2.b shall be designated for required committee/activity work. Elementary committees shall meet for one hour per month outside of the instructional day. Such meetings shall not end within 15 minutes of the start of the student day, nor begin within 15 minutes of the dismissal time of students for that school day. Future meeting times may be combined for the purpose of extended meetings within a month, by agreement of a majority of site unit members and the site administration.
- (e) At the middle school, one meeting per month shall be designated for required committee/activity work, and, whenever feasible, one meeting per month shall be designated for grade level meetings.
- (f) Scheduled school wide parent/teacher conferences as well as individual teacher/parent meetings (i.e. IEP's) arranged by parents and/or unit



members and/or administrators. Such meetings should be arranged to fall within the regularly scheduled workday whenever reasonably possible.

- (g) For middle school: One (1) Back to School Night and one (1) Open House.
- (h) For elementary: one (1) Back to School Night, one (1) Open House and one (1) Family Engagement Nights (1.5 hours each).
  - Note that an evening program mutually agreed upon by a majority of the unit members at that site may replace one of these events at that site.
- (i) Unit member performance evaluation conferences. Such meetings should be arranged to fall within the regularly scheduled workday whenever reasonably possible.

#### **D. Work Load And Committee / Activity Assignments**

1. A middle school unit member shall not be assigned to more than 3 different preparations without her/his consent.
2. No unit member shall be required to be on duty more than two and one-half (2.5) hours without being provided a relief break.
3. Required Committees / Activities
  - (a) The parties recognize that the District is mandated by law to maintain and staff certain committees for the purposes of providing input and assistance, developing District programs, and training. In addition, there are various committees and/or activities which may be deemed important or valuable on a site-by-site basis.
  - (b) Therefore each bargaining unit member shall be required to participate on one (1) such committee/activity in addition to his or her regular classroom instruction assignment and other professional responsibilities, as outlined in Article 7.C, above. The assignment of such committee/activity work shall be implemented as described in D.4 through D.6, below.
4. Scheduling of Required Committees / Activities
  - (a) All reasonable efforts shall be made to schedule required committee/activity work outside of the unit member's scheduled instructional time (and within the time specified in C.2), so as to minimize the need for substitute teachers in the classroom. In the event that a meeting needs to take place during the

member's work day and a scheduling conflict arises, a substitute will be provided.

5. Annual Designation Of Committees / Activities

- (a) As early as practicable prior to each school year, site administration shall first post all of the district-designated committees, including the number of unit members needed for each committee and/or activity. Examples of district-designated committees include, but shall not be limited to:
  - School Site Council
  - English Language Advisory Council
  - Site Leadership
  - PBIS
  - Program Review (i.e. PQR, CCR, II/USP)
  - Any additional District committee or activity which may, in the future, be required by State and Federal regulations.
- (b) Next, the site administrator, with input from unit members, shall assign unit members who are not exempted from a committee assignment to one of the district-designated committees.
- (c) The LOETA President (or any Co-Presidents) is exempted from supervision (i.e. yard duty) and from the required committee/activity work assignment described above."
- (d) Unit members who are part of the LOETA Executive Board may be exempted from the required committee/activity work assignment described above, by mutual agreement of the member and the site administrator.
- (e) Unit members assigned to a position within the Special Education Department are exempted from the required committee/activity assignment described above. Middle school special educators shall attend SPED Department Professional Learning meetings (Section C.2(b)).
- (f) If there are fewer eligible unit members at a site than the number needed for district-designated committees, members shall be offered the negotiated hourly rate of pay to complete this work, but such service is voluntary.

6. Staffing of Committees / Assignments

- (a) Determinations regarding the staffing process for Committees shall be made by the site administrator, reflecting input from site unit members, taking into consideration:
- Legal requirements or by-laws of committees and/or activities which are defined by statute (i.e. School Site Council)
  - Choice – unit members will have an opportunity to volunteer for committees or otherwise indicate preferences
  - Equitability of workload
  - Other factors which may affect the appropriateness of an assignment (such as years of experience, continuation from previous year, a unit member's interest and/or experience in a particular area, a part time member's regular work day, etc.)

## E. Preparation Time

1. All full time middle school unit members shall be assigned a preparation period equivalent to one class period scheduled within the instructional day. This shall be provided to part-time unit members within their fifteen (15) minutes before and fifteen (15) minutes after the school day without duties.
2. As provided herein, the District will annually pursue available grants that may provide certificated release time for unit members assigned to grades 4 and 5, not enrolled in State Class Size Reduction (CSR). Such released time shall not be less than 150 minutes in a full school week (five [5] days).
  - (a) Should federal primary class size reduction funds be received by the District and create flexibility in staffing, the District will utilize this flexibility to help reduce class size in grades 4 and 5.
  - (b) Released time unit members shall be considered temporary certificated staff as provided by law.
  - (c) Should State CSR be expanded to grades 4 and/or 5, or discontinued in grades K-3, the provisions will no longer apply.
3. Unit members shall not be required to substitute during their preparation period. During unit members' preparation periods, site administrators may request that a unit member, on a voluntary basis, substitute in an emergency situation where a class would be left uncovered by another unit member and the administrator and/or her/his designee is unavailable to cover the class. If a unit member

volunteers, s/he shall be compensated by an equal amount of "in-lieu" time for planning, preparation, attendance, conference, in-services, etc. Such service shall be compensated within 30 days.

4. Unit members who travel from one school to another on a regular basis shall have the same rights to a planning/preparation period, lunch period and physical relief breaks as to other unit members. Unit members who work less than full-time shall have the same rights on a prorated basis.
5. Unit members who accompany their fifth grade students to Outdoor Science School will be provided two released days. The scheduling of this time shall be mutually determined with the site administrator and the unit member.

#### **F. In-service Training**

1. All in-service programs shall be determined with school site councils which have District and Association representation in cooperation with the District's Instructional objectives.
2. There shall be staff development days as permitted by statute for the duration of this contract.
3. All District required in-service education meetings for unit members shall occur during the contractual workday.
4. Any costs related to in-service programs shall be borne by the District, per district policy and state auditing practices.

#### **G. Calendar**

The parties agree that Appendix D to this Agreement is a true and correct version of their agreement regarding the work and academic calendar year. The Parties further agree that implementation of the calendar as described in Appendix D to this Agreement fully satisfies the District's obligations to unit members under this Article 8.

#### **H. Personnel Files**

1. There shall be a single, permanent personnel file kept in the District office.
2. Unit members may inspect their personnel files and may, by written authorization, designate an Association representative to conduct an inspection. Unit members may obtain copies of personnel file documents. At the time of inspection, the District shall exclude from inspection any rating, reports or records which:



Were obtained prior to the employment of the unit member involved;

Were obtained in connection with a promotional examination.

3. Information of a derogatory nature, except material excluded in accordance with above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, her/his own comments thereon. Such review, and any preparation of comments in response to the materials and/or statements, shall take place during normal business hours, and the unit member shall be afforded reasonable released time from duty for this purpose without salary reduction.
4. All material placed in a unit member's personnel file shall be dated and signed by the preparer.
5. The District shall not base any formal action against a unit member upon evaluation materials prepared by the District which are not in the unit member's personnel file.
6. Access to personnel files shall be limited to the unit member or her/his authorized Association representative and members of the administration. The contents of all personnel files shall be kept in strictest confidence and security.

## **I. Public Complaints**

1. No negative and/or unsatisfactory evaluation shall be predicated upon public complaints unless the following procedures have been followed:

Within five (5) working days, the supervisor will report to the unit member the existence of the complaint and provide her/him with a copy of relevant documentation, if any.

The supervisor, if the complaint is unresolved, shall schedule a meeting of the unit member, supervisor and the complainant(s). The unit member may request an Association representative be present.

If the complaint is not resolved to the satisfaction of the complainant(s), the complainant(s) may reduce her/his complaint to writing and forward a copy to the supervisor, the unit member and the Superintendent. The Superintendent shall meet with the parties to review the complaint and attempt to resolve the complaint. If the complainant(s) decline to place her/his complaint in writing, and there are no other complaints or grounds for action by the District, the

matter shall be concluded without reference made in the unit member's personnel file.

If the complaint remains unresolved, the complainant(s) shall appeal the matter to the Governing Board, which shall hear a presentation from the unit member and the complainant(s). If the Governing Board determines the allegations are untrue, it will be the option of the unit member to have the report placed in her/his personnel file. If the unit member requests that such report not be placed in her/his personnel file, action taken shall be in accordance with California Code of Regulation Title 5, Section 16020.

2. All information or proceedings regarding any complaint shall be kept confidential by the District.

#### **J. Personal and Academic Freedom**

1. Instruction shall be per existing Governing Board policies, Education Code, State Frameworks and/or state and federal constitutions.
2. A unit member shall have reasonable freedom to express her/his opinions on matters relevant to the course content in an objective manner. A unit member, however, shall not utilize her/his position to indoctrinate pupils with her/his own personal, political and/or religious views, or discriminate against any pupils with contrary views.
3. A unit member shall be entitled to full rights of citizenship, and no political, personal or lawful religious activities, or lack thereof, of any unit member shall be used for purposes of evaluation, transfer, disciplinary or dismissal action.

#### **K. Classroom Aides and Student Teachers**

1. Unit members may attend employment interviews for instructional aides.
2. The work of instructional aides shall be under the guidance of the unit member to whom s/he is assigned.
3. A unit member may discuss with her/his site administrator the performance of any classified unit member with whom the unit member works. A unit member may request an evaluation of the classified aide and/or her/his reassignment.
4. The District shall work cooperatively with unit members on the assignment of student teachers from teacher training institutions. No student teacher shall be assigned to work with a unit member without the unit member's approval. Unit

members accepting student teachers shall be paid the student teacher fee when offered by the educational institution.

#### **L. Teaching Conditions**

1. The District shall make reasonable effort to maintain a safe and orderly learning environment for students and staff.
2. Unit members shall immediately report to their supervisor any situation which endangers the health, safety or welfare of students and/or staff. Should the health, safety, or welfare of pupils and/or staff members be endangered, action shall be taken by the District to correct the problem.
3. Except in emergencies, whenever possible, routine installation, repairs and maintenance of District property shall be made at a time which will not interfere with the instructional program.
4. Unit members shall not be required to use or purchase supplies or personal equipment for their assignment.

### **ARTICLE 8**

#### **Transfers and Reassignments**

##### **A. Definition of Terms:**

1. "Transfer" means a change of site due to annual enrollment shifts, unit member vacancies, program changes, financial problems or other unforeseen circumstances.  
  
"Voluntary Transfer" means a unit member-initiated request to be transferred to another site.  
  
"Involuntary Transfer" means a District-initiated request that a unit member be transferred to another site.
2. "Reassignment" at the school site means the changing of two or more grade levels, or at the middle school level, changing the primary subject area taught. Primary subject is defined as 50% of periods taught.  
  
"Voluntary Reassignment" means a unit member-initiated request to be reassigned.



"Involuntary Reassignment" means District-initiated request that a unit member be reassigned.

3. "Vacancy" means a position covered by Article 2 that is declared vacant by the District and does not have a unit member assigned to it. This includes any vacated, promotional or newly created positions including positions created by reconfiguration or restructuring.

## **B. Voluntary Transfers and Reassignments**

1. Posting of Vacancies:

Vacancies shall be posted at all school sites;

The posted vacancy notice shall contain the following information: title of position, salary range, anticipated starting date, minimum qualifications, responsibilities physical qualifications, application procedure and deadline which is at least ten (10) days following the posting date;

No permanent assignment to fill a vacancy shall be made until after the closing date.

2. Filling of Vacancies:

Unit members who desire to apply for a vacancy shall make application to the District office, or notify the District in the March staffing survey for the following year;

Upon request of a unit member, the District shall notify him/her by mail, during periods of recess, including summer, or leave, of any posted vacancies;

A unit member who is not appointed to fill a vacant position shall be granted a conference with a supervisor regarding the reason for the decision. A unit member may request a written summary of the reasons for the denial of the request.

The District will post vacancies in-house and may post them concurrently to non-unit members. The positions shall be awarded to the most qualified applicants.

## **C. Criteria for involuntary and Voluntary Transfer and Reassignment**

1. The following criteria shall be considered in the order listed below:



Educational Program: limited to shift in program structure (i.e. GATE, Bilingual, departmentalized program, student population, etc.), reconfiguration and new site staffing;

Professional criteria: credentials, special qualifications, staff balance;

Unit member Seniority: in cases of specific credential requirements, seniority will be considered from the pool of unit members available with the proper credential;

The unit member's requests and considerations and other District considerations.

2. The Superintendent, in accordance with the above criteria, will make the final determination reflecting student needs, ensuring the best interest of the educational program and staff members involved.

#### **D. Involuntary Transfer and Reassignment Procedure**

1. The Administrator shall discuss with the unit member the District's intention to transfer the unit member, giving reasons to the unit member in writing, upon request.
2. The Administrator shall complete, sign and submit to the Superintendent a written notice. The unit member/transferee shall receive a copy of the notice.
3. Whenever possible, the determination is to be made by May 15th.
4. If the unit member disagrees with the transfer, the Superintendent will discuss the transfer with the unit member and appropriate administrators.
5. The Superintendent shall make the final determination regarding the transfer.

#### **E. Notification of Assignment**

Each unit member shall be given written notice, not later than May 15th, of her/his next year's proposed assignment, including grade level/primary subject area and site. A middle school unit member's schedule will be available the first workday of the school year. In addition, such notice shall explain changes in this schedule that may be anticipated.

#### **F. Seniority/Layoff**

1. Each unit member's seniority shall be based on her/his hire date preceding her/his unbroken service period.

2. Unit members with the same initial date of service shall have their seniority determined by lottery, as necessary.

The unit members whose seniority will be determined by lottery, shall be notified in advance of the date, place and time of the lottery. The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine a unit member's seniority, that seniority shall remain in effect while employed in the District.

3. A unit member on an approved leave of absence shall maintain her/his seniority date.
4. A laid off unit member who returns to service with the District within 39 months of layoff, shall retain her/his seniority accrued prior to layoff.

#### **G. Miscellaneous**

1. If a particular school is to be closed, unit members at that school shall be afforded first priority for filling any new or vacant positions at the school or schools to which pupils at the closed schools are being placed, so long as they are properly credentialed.
2. If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary transfer or reassignment.
3. A unit member returning from leave shall be afforded all rights provided under this section, so long as the unit member is able to perform essential job functions.
4. A unit member who is transferred/reassigned during the school year, shall be allowed four (4) days of paid release preparation time prior to the effective day of the transfer/reassignment. The District shall provide reasonable assistance in moving a unit member's materials, if necessary.

### **ARTICLE 9**

#### **Class Size**

##### **A. General Provisions**

1. During the first ten (10) instructional days at the beginning of the school year or each semester at the middle school, actual enrollment will be reviewed. Within this

time period, class enrollments will be adjusted to conform to class size limits in this Agreement.

2. In the event enrollment at a K-5 grade level cannot form classes that conform to the limits of this agreement, single grade classes above 30:1 average may be formed by District and Association agreement.
3. If regular classes are in excess of a 32:1 ratio, a grade level substitute will be hired at the site and assigned according to a mutually agreed upon plan of the affected staff and site administrators.
4. Class size for overage moneys shall be based on the number of students enrolled on the last day of each school month. Monies are deposited at each site quarterly (December, March, July, September) and posted to classroom accounts within thirty (30) days.
5. Should the funding or regulations change during the course of this Agreement, the Association will negotiate the effects of the change in the funding or regulations. This negotiation will not need to meet all guidelines established in Article 4. Layoff notifications may begin before these negotiations are complete.

#### **B. Class Size in TK Classes**

1. The District shall maintain a class size limit of twenty-two (22) pupils to one (1) unit member per classroom.
2. No class size shall exceed the number of workstations in the classroom for students assigned.
3. Any TK class that exceeds the class size limit of twenty-two (22) pupils will receive \$25 per student per month in that unit member's classroom budget.
4. Within ten (10) instructional days of the enrollment of a thirty-first (31st) student, the unit member, site administrator, the Association, and District Office shall meet to discuss possible options.
5. TK teachers will receive 3.5 hours of instructional aide support per day.

#### **C. Class Size in K-3 Classes**

1. The District shall maintain a class size limit of twenty-five (25) pupils to one (1) unit member per classroom.



2. No class size shall exceed the number of workstations in the classroom for students assigned.
3. Any K-3 class that exceeds the class size limit of twenty-five (25) pupils will receive \$25 per student per month in that unit member's classroom budget.
4. Within ten (10) instructional days of the enrollment of a thirty-first (31st) student, the unit member, site administrator, the Association, and District Office shall meet to discuss possible options.

#### **D. Class Size in 4-5 Classes**

1. The District shall maintain a District-wide class size ratio of twenty-eight (28) pupils to one (1) unit member per classroom.
2. No class size shall exceed the number of workstations in the classroom for students assigned.
3. Any 4-5 class that exceeds the class size limit of twenty-eight (28) pupils to one (1) unit member, will receive \$25 per student per month in that unit member's classroom budget.
4. Within ten (10) instructional days of the enrollment of a thirty-first (31st) student, the unit member, site administrator, the Association, and District Office shall meet to discuss possible options.

#### **E. Class Size in 6 - 8 Classes**

1. No class shall exceed an average ratio of thirty (30) pupils to one (1) unit member per class. The District recognizes the need to maintain class sizes as close to 30:1 as possible.
2. No class size shall exceed the number of workstations in the classroom for students assigned. Classes in woodshop (24) and computers shall be limited by the number of workstations available. Elective classes (e.g.: music) may exceed class size limits only with unit member and Association consent.
3. Physical Education unit members' class size ratio per period shall not exceed an average ratio of thirty-five (35) students to one (1) unit member per classroom or a daily total of 175 students. When a Physical Education unit member's total class load exceeds 175 students, s/he will receive \$25 per student per month in that unit member's classroom budget. This provision will be prorated for unit members who teach Physical Education for fewer than five periods.



4. Any 6-8 class that exceeds these class size limits, will receive \$25 per student per month in that unit member's classroom budget.
5. Within ten (10) instructional days of the enrollment of an additional student such that a unit member's class size average exceeds thirty (30) pupils to one (1) unit member per class, the unit member, site administrator, the Association, and District Office shall meet to discuss possible options.

**F. Class Size in SDC**

1. See Article 10.

## **ARTICLE 10**

### **Special Education**

**A. Specialized Health Care Procedures**

Qualified nurses and properly trained service providers shall provide and conduct necessary medical procedures (such as clean intermittent catheterization, injections, suction, gauge feeding and drainage). Unit members, other than qualified school nurses, shall not be requested or required to perform any medical procedure on a student. Unit members may be required to attend training on said procedures in order to be prepared to respond in an emergency situation. Such training shall be during the unit member's duty day.

**B. Individual Educational Programs**

At the middle school, one testing/IEP preparation period daily in addition to the general education preparation period will be scheduled for Resource Specialist unit members and Special Day Class unit members. At the elementary level, 20% of the Resource Specialist's weekly schedule shall be allowed for this use. One (1) released day per month will be allocated for elementary Special Day Class unit members' IEP meetings, testing and preparation.

**C. Fair Hearings**

When a unit member is required to participate in a fair hearing or other due process procedure, the District shall provide the unit member with released time without loss of compensation. If the fair hearing is held during instructional preparation time or after regular hours of employment or in the summer, unit members shall be provided

compensatory released time which may be accumulated and utilized at the unit member's discretion within six (6) months.

#### **D. Instructional Aide Time**

Instructional aide time shall be provided in accordance with special education statute and funding.

#### **E. Caseload/Case Management and Class Size Maximums**

1. Definitions
  - (a) Caseloads – The number of students with IEPs for which a unit member is responsible for IEP case management, including assessments, IEP scheduling, etc.
  - (b) Class size – The number of students in a unit member's class at any given time.
2. Special education teacher caseload/case management assignments shall not exceed the following maximums:
  - (a) Preschool Special Day Class: 12 students
  - (b) TK – 8 Special Day Class: 15 students and SDC classes will not have a greater than a 3 grade level span whenever possible.
  - (c) Resource Specialist TK – 8: 28 students
3. Speech Language Therapists shall be assigned no more than 55 students for which they are responsible for providing case management and/or speech services.
4. Resource Specialists shall be assigned to 2 or fewer sites whenever possible. The administrator shall discuss with the unit member the district's intention to add an additional site and discuss additional resources and support.
5. The Resource Specialist caseload limits above may be exceeded on a case by case basis, upon agreement between the unit member, the Association, and the District, consistent with applicable law.
6. Any class that exceeds the class size limits above will receive appropriate additional support as mutually agreed upon between the unit member and the District. Support may include, but is not limited to, additional classroom budget allocation, additional paraprofessional support, adjustments in student class assignments,

adjustments to unit member case management responsibilities, monthly stipend, etc.

7. Should a special day class teacher have concerns regarding an individual class size based on the needs of enrolled students, the teacher may request a meeting with the site administrator, the Association, and the Chief Academic Officer to discuss those concerns and possible options.
8. Unit members responsible for administering assessments and preparing/presenting reports in Spanish shall be compensated with the equivalent of the Spanish Bilingual authorization stipend (Article 6.3(b))

#### **F. Staff Development**

The utilization of new methodologies shall not be required of special education unit members until the District has provided appropriate training to unit members regarding the use of such methods.

#### **G. Inclusion of County Office of Education Regional Program Students**

1. In cases of full inclusion student placement, the District will form a full inclusion planning team at the respective school site.
2. A regular education unit member with a fully included Regional Program student currently enrolled in her/his class, who is required to plan for that student shall be afforded one day a month released time to plan for that student. The unit member will receive a copy of the signature page of the IEP with goals, objectives and any applicable behavior plan for the purposes of planning.
3. Unit members with Regional Program students should be provided specialized training necessary for implementation of the students' IEP. Such training shall be at the unit member's or District's request and provided for with released time.
4. Each regular education unit member shall be provided with the equivalent of one day of baseline training in special education practices, including inclusion.
5. The determination of the size of classes with included Regional Program pupils shall take into consideration any extraordinary demands within the IEP.



## ARTICLE 11

### Classroom Visits

#### A. Public Visitation

1. The Association and the District agree that to maintain credibility between the school and the community, the public needs to be informed about the District.
2. The Association and the District recognize the importance of parents and other concerned community members visiting its school and observing its operations. The Association and the District encourage such interest.

#### B. Procedures

1. The Association and the District agree that such visits should be on an orderly and constructive basis without adversely affecting the education of the students within the classrooms.
2. Arrangements to visit classrooms during the school day must be made in advance with the site administrator and the unit member.
3. Visitors must check in at the school office before going to the classroom.
4. Unit members and site administrators may determine how many visitors may be in a classroom at one time, when any visitation may be made, and how long a visitation may be. Sites may require an orientation session before any visits and may conduct an explanatory tour before the visit.
5. Visitors may be excluded when such visits will interfere with the regular instructional program. The site administrator, in consultation with the unit member, will have the final authority to make this decision.
6. Parents may not be excluded from visiting their child's classroom. Such visits may not interfere with the regular instructional program as determined by the unit member and the site administrator. Parents who are inappropriate or disruptive may be asked to leave.
7. Any visitor who is inappropriate or disruptive to the class or disturbs the unit member may be required to leave.
8. The site administrator may deny a visitation with good cause.



## ARTICLE 12

### Evaluation

#### A. Evaluation Procedure

1. It is recognized that a uniform and non-discriminatory system of periodic evaluation is required by law and essential to assist unit members in performing satisfactorily. Information gathered through such a system will enable District decisions, for which a unit member's performance is relevant. Evaluations shall be in writing.

The Clinical Supervision Model is the traditional goal setting, observation, feedback, and summative statement evaluation process. This is the required process for temporary and probationary unit members, and those with fewer than five years of teaching experience. This option is the "default" option and may be selected by the evaluation administrator for any evaluatee.

2. Probationary and temporary unit members shall be evaluated in writing at least twice each school year. The first evaluation shall be no later than January 30. Permanent unit members with less than 10 years with the school district shall be evaluated in writing at least every other school year. If a unit member is scheduled to be evaluated during a leave of absence for one (1) semester or longer, the evaluation shall be postponed until the first year of return to duty. Permanent unit members with at least 10 years with the school district whose previous evaluation rated the employee as meeting or exceeding standards and who meet the criteria established in CA Ed. Code 44664.(a)(3) shall be evaluated in writing at least every five (5) years.
3. The Association and the District shall review and mutually agree upon the evaluation instrument used as prescribed by law.
4. Unit members to be evaluated during a particular year shall be furnished a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than October 15 of the year in which the evaluation is to take place.

The unit member being evaluated and the evaluator shall meet no later than October 31 to discuss:

- a. Goals, objectives and standards to be achieved during the evaluation period;

- b. A timeline of observations, conferences and final evaluation.
5. All unit members shall share responsibility for a school-wide goal developed by the site administrator using the SMART Goal format.

Unit members who are being evaluated shall also develop an individual or team (grade level or department) goal using the SMART Goal format. Goals should be based on District programs and curriculum and identified areas of need.

6. The evaluation process shall include the following activities:

Each evaluation shall be based upon at least two (2) formal observations. The unit member shall be notified at least twenty-four (24) hours in advance of one of the classroom formal observations. A pre-observation conference will take place prior to all announced formal observations and a post-observation conference will take place within three (3) days of all formal observations, if possible.

A unit member who receives a negative formal, written observation summary shall, upon request, be entitled to at least one (1) additional observation and conference prior to a written evaluation.

At the evaluation conference, the immediate supervisor shall review a probationary unit member's performance in the first semester and inform the unit member of any problems on the evaluation instrument. The immediate supervisor will provide a written recap of the meeting prior to winter break.

If a unit member's performance has been deemed "unsatisfactory" in the Performance Summary portion of their written evaluation, the evaluator shall, in writing, recommend a plan for improvement. Such a plan shall include specific recommendations for improvement, direct assistance in implementing recommendations and may include released time for a unit member to visit and observe similar classes and attend appropriate training, if necessary. In addition, the unit member would have access to coaching support from a non-evaluative credentialed teacher with coaching/mentoring experience. Measurable improvement for unsatisfactory performance shall be movement to satisfactory performance on the evaluation instrument by the next evaluation.

In preparing the evaluation sections regarding engaging and supporting all students in learning; creating and maintaining effective environments for student learning; organizing subject matter for student learning, planning instruction and designing learning experiences for all students and assessing

student learning, the evaluator shall rely primarily upon classroom and other observations.

7. Unit members shall be evaluated based on: (1) progress of pupil towards standards established by the Governing Board and State adopted academic content standards as measured by State adopted criterion referenced assessments; (2) instructional techniques and strategies used by the unit member; (3) the unit member's adherence to curricular objectives; (4) the establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities; (5) objective standards from the California Standards for the Teaching Profession (CSTP).

A unit member shall not be evaluated on any aspect of the educational program over which the unit member has no authority.

8. A final evaluation conference between the unit member and evaluator shall be held no later than thirty (30) days prior to the end of the school year. If the unit member disputes the evaluation, the unit member may submit a written statement which shall be attached to the final evaluation, in her/his personnel file, within ten (10) days of the receipt of the evaluation.
9. Unit members shall not be required to participate in the evaluation(s) and/or observations(s) of other unit members.
10. The evaluation of unit members, pursuant to this Article, shall not include or be based upon norm referenced achievement test results.
11. A unit member may request and shall receive Association representation at all meetings described in this article.

## **B. Project Model Procedure (Option)**

Project Model is for permanent unit members with at least five years of teaching experience.

1. This option shall only be done with the mutual agreement of the supervisor and the unit member. The principal or supervisor has the final approval of all projects.
2. A goal setting/proposal review meeting shall be held no later than October 31.
3. A minimum of two standards from the California Standards for the Teaching Profession (CSTP) will be selected for the focus of the project.

4. It is expected that informal observations will be a part of this process, especially as they relate to the project activities. At least two of these informal observations will be conducted.
5. A final evaluation conference between the unit member and evaluator shall be held no later than thirty (30) days prior to the end of the school year. If the unit member disputes the evaluation, the unit member may submit a written statement that shall be attached to the final evaluation, in her/his personnel file, within ten (10) days of the receipt of the evaluation.
6. This option is available to the unit member for consecutive evaluation cycles, but at least every six years, the unit member shall be evaluated according to the Clinical Supervision Model (Article 12.A).
7. For consecutive projects, at least two different standards from the California Standards for the Teaching Profession (CSTP) than those selected for the first project shall be selected for focus of the second project.

### **C. National Board Certification Model Procedure (Option)**

National Board Certification Model is for permanent unit members with at least five years of teaching experience who are engaged in the process of obtaining their National Board Certification.

1. This option shall only be done with the mutual agreement of the supervisor and the unit member. A goal setting meeting shall be held no later than October 31.
2. The California Standards for the Teaching Profession (CSTP) are embedded in the National Board Certification process. A minimum of two standards shall be selected for focus in discussions between the supervisor and the unit member. These standards shall be holistically reflected in the work done for certification.
3. It is expected that informal observations will be a part of this process, especially as they relate to the project activities. At least two of these informal observations will be logged.
4. Final receipt of national Board Certification shall not be the basis of the evaluation summary.
5. A final evaluation conference between the unit member and evaluator shall be held no later than thirty (30) days prior to the end of the school year. If the unit member disputes the evaluation, the unit member may submit a written statement that shall



be attached to the final evaluation, in her/his personnel file, within ten (10) days of the receipt of the evaluation.

## ARTICLE 13

### Grievance Procedure

#### A. Definitions

1. "Grievance" means a claim by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
2. "Grievant" means the unit member, unit members, or the Association making the claim.
3. "Witness" means any employee who has information on the merits of the grievance.
4. "Day" means days the District is open for business.

#### B. Purpose

The purpose of this procedure is to attempt to secure, at the lowest possible administrative level, resolutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Informal Level

1. Before filing a formal grievance, the grievant shall attempt to resolve the issue by an informal conference with her/his immediate supervisor. The grievant must initiate this informal process within twenty (20) days after the grievant knew, or by reasonable diligence would have known of the act or omission giving rise to the grievance.
2. Failure to initiate the informal grievance procedure within the specified time limits invalidates the grievance.
3. The grievant may be accompanied by another person of her/his choice.
4. The District's failure to respond within ten (10) days shall be deemed a denial of the grievance and the grievant may proceed to the next grievance level.

### **TIMELINE**

<b><i>Informal Report to</i></b>	<b><i>Deadline to Report</i></b>	<b><i>Failure to Meet Deadline</i></b>	<b><i>District Response</i></b>	<b><i>Failure to Meet Deadline</i></b>
Immediate Supervisor	Within 20 Days	Invalidates Grievance	Within 10 Days	Proceeds to next step

#### **D. Procedure: Level One – Immediate Supervisor**

1. A grievance shall be presented in writing within ten (10) days of the Informal Level to the immediate supervisor using the grievance form with a copy simultaneously provided to the Association by the grievant.
2. The grievant's statement shall be a clear, concise accounting of the grievance, the specific Article and section of this Agreement allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
3. The immediate supervisor shall meet with the grievant and/or designated Association representative within 10 days of receipt of the grievance. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties involved within five (5) days following such meeting or extended by mutual agreement.
4. If the grievant and/or Association is not satisfied with the disposition of the grievance, or if no disposition has occurred within five (5) days of such meeting or ten (10) days from the date of presentation of the grievance, the grievance may be appealed to Level Two, with a copy simultaneously provided to the Association. Failure by the grievant to appeal a decision within the specific time limits shall be deemed an acceptance of the decision.
5. Level One grievance processing may occur before or after a regular day, if necessary.
6. A witness may be called at this level.

### **TIMELINE**

<b><i>Formal Report (In Writing) to</i></b>	<b><i>Deadline to Report</i></b>	<b><i>Meeting with Supervisor</i></b>	<b><i>Supervisor Response</i></b>	<b><i>Failure to Meet Deadline</i></b>
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Immediate Supervisor & Association	Within 10 Days	Within 10 Days	Within 5 Days following meeting	Proceeds to next step
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#### E. Level Two-Superintendent

1. The Superintendent or her/his designee shall meet with the grievant and/or designated Association representative within ten (10) days of receipt of the grievance appeal and shall provide a written disposition of the grievance, including the reasons therefore, to all parties within five (5) days of such meeting.
2. If the grievant and/or the Association is not satisfied with the disposition of the grievance or if no disposition has occurred within five (5) days of such meeting or ten (10) days from the date of the receipt of the grievance at Level Two, the grievance may be appealed to Level Three, with a copy simultaneously provided to the Association. Failure by the grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. The grievant may request the Association to submit the grievance directly to mediation.
3. Level Two grievance processing may occur during the work day.
4. A witness may be called at this level.

#### TIMELINE

<b><i>Formal Appeal – Meet with</i></b>	<b><i>Deadline to Meet</i></b>	<b><i>Superintendent Response</i></b>	<b><i>Appeal Timeline</i></b>	<b><i>Failure to Meet Deadline</i></b>
Superintendent	Within 10 Days	Within 5 Days	Within 5 Days if grievant does not accept findings	Proceeds to next step

#### F. Level Three – Mediation

1. If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level Two, the grievance shall be referred to grievance mediation, within (10) days of the Superintendent's response at Level Two.



2. The Association or District shall request that a conciliator/mediator from the California State Mediation/Conciliation Service be assigned to assist the parties in the resolution of the grievance.
3. The mediator shall meet with the grievant, the Association and the District as soon as possible for the purpose of resolving the grievance.
4. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall not be a determination of fault and shall constitute a settlement of the grievance.
5. In the event that the grievant, the Association and Superintendent or her/his designee have not resolved the grievance with the assistance of the conciliator/mediator within (10) days from the first meeting held by the conciliator/mediator, the Association may terminate Level Three and the grievance may proceed to Level Four.

## **TIMELINE**

<b><i>Mediation Meeting</i></b>	<b><i>Deadline</i></b>	<b><i>Meeting Deadline</i></b>	<b><i>Not Resolved w/ Mediator</i></b>
District or Association shall request a mediator from California State Mediation Service	Within 10 Days of the Superintendent's Response in Level Two	Time determined by State Mediator	Within 10 Days of first meeting the Association may terminate Level Three and go to Level Four

## **G. Level Four – Governing Board**

1. The Governing Board or their designee shall meet with the grievant and/or designated Association representative within ten (10) days of receipt of the grievance appeal and shall be provide a written disposition of the grievance, including the reasons therefore, to all parties within five (5) days of such meeting.
2. If the grievant and/or the Association is not satisfied with the disposition of the grievance or if no disposition has occurred within five (5) days of such meeting or ten (10) days from the date of the receipt of the grievance response at Level Four, the grievance may be appealed to Level Five, with a copy simultaneously provided to the Association. Failure by the grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.



3. If the grievant is not satisfied with the decision rendered at Level Four, s/he with the authorization of the Association, may submit the grievance to the Superintendent to implement Binding Arbitration.

## **TIMELINE**

<b><i>Meeting</i></b>	<b><i>Deadline to Meet</i></b>	<b><i>Governing Board Response</i></b>	<b><i>After Finding</i></b>	<b><i>Failure to Meet Deadlines</i></b>
With Governing Board or Designee	Within 10 Days of the appeal in Level Three	Within 5 Days of meeting	Within 5 days of appeal can go to Level Five	Shall be deemed as acceptance of the decision

## **H. Level Five – Binding Arbitration**

1. If the Association proceeds to arbitration, it shall notify the District in writing. Within ten (10) days of such notification, representatives of the District and the Association shall agree on a timeline, attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a request to arbitrate. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of American Arbitration Association. The Association and District shall each pay one half (1/2) of any charges required by the American Arbitration Association or the California State Mediation Service for services rendered.
2. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which are in violation of terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as they judge proper. The decision of the arbitrator will be submitted to the Association and the Superintendent and will be final and binding upon the parties.
3. All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room, will be borne equally by the District and the Association. All other costs, except for released time for the grievant(s), Association representative(s) and witnesses, will

be borne by the party incurring them. Costs of a court reporter, if needed, will be borne equally by the District and the Association.

4. Witnesses may be called at this level.

## **TIMELINE**

<b>Binding Arbitration</b>	<b>Meeting Schedule</b>	<b>Arbitrator Response</b>	<b>Decision of Arbitrator</b>	<b>Cost</b>
Association notifies District. Within 10 days Association and District set timeline with Arbitrator	Set by Arbitrator	Shall be made in writing as a findings of fact	Submitted to Superintendent and Association and will be final and binding	Costs of Arbitrator shall be borne equally by the District and local Association

### **I. Time Limits**

1. Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.
2. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement.
3. In the event a grievance is filed at such a time that it cannot be processed through all the steps by the end of the school year, the time limits set forth herein will be reduced, by mutual agreement, so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

### **J. Right of Representation**

A grievant may be represented at all stages of the grievance by (an) Association representative (s).

### **K. No Reprisals**

No reprisals of any kind shall be taken by the District or by any member or representative of the administration or the Governing Board against any grievant, any party in interest,

any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

#### **L. Miscellaneous**

1. The Association, either in its own behalf or in behalf of more than one affected unit member at more than one site, may initiate a grievance at Level Two.
2. If a grievance arises from action or inaction of the District at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to the Superintendent and the Association within twenty (20) days with the processing of such grievance to commence at Level Two.
3. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, s/he shall be released without loss of pay in order to permit participation in the foregoing activities. The unit member will inform her/his site office. Any unit member who is requested to appear in such investigation, meetings, or hearings as a witness will be accorded the same right.
4. 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 unit member.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the District and Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
6. Upon mutual agreement of the Association and the District, a grievance may be taken directly to arbitration.
7. A unit member may at any time present grievances to the employer, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of the written agreement. If any unit member presents a grievance on her/his own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
8. District complaint policies are available at each school site and in the Certificated Employee Handbook.



## **M. Expedited Arbitration**

By mutual agreement of the Association and the District, the arbitration may be held under the Expedited Rules of the American Arbitration Association. Notice of such option shall accompany the Demand for Arbitration.

## **ARTICLE 14**

### **Unit Member Discipline**

#### **A. Progressive Discipline for Tenured Unit Members**

1. Notwithstanding any other provision(s) of this Agreement, a unit member shall not be suspended for ten (10) days or less without legal cause, due process and utilization of the principles of progressive discipline.
2. Progressive discipline shall normally include the following activity by the District, commensurate with the seriousness of the alleged offense: verbal warning or counseling; written warning or reprimand; negative evaluation; suspension of ten (10) days or less.
3. The District shall not be required to pursue progressive discipline in cases cited in Education Code Section 44932.
4. This Article applies to unit members against whom the District is not pursuing discipline under Education Code section 44932. Discipline in excess of a ten (10) day suspension, including termination and suspension based in section 44932 or section 44940 is governed by Education Code sections 44932 – 44944 and other applicable law, not in this Agreement.
5. Cause, under 14.A.1, may include violations of Education Code Sections 44932 and/or violations of written Governing Board Policies and written procedures, including the provisions of this Agreement.
6. All information or proceedings regarding any such actual or proposed disciplinary action shall be kept confidential by the District.
7. This Article shall be interpreted in accordance with accepted arbitration standards and applicable State and Federal laws.
8. Any disputes regarding tenured unit member discipline arising out of this Article may be submitted to final and binding arbitration as provided in Article 13 of this



Agreement and all proposed actions against a unit member shall be stayed until the arbitrator's decision is rendered.

9. The District shall notify the Association concurrently with notification to the unit member of any disciplinary action. Such notice shall include:
  - A copy of this article including the provision which provides for a resolution of any dispute through the grievance procedure.
  - The proposed disciplinary action.
  - A statement of the act(s) or infraction(s) upon which the disciplinary action is based.
  - Where applicable, a statement of the rules, regulations, or statutes which the bargaining unit member is alleged to have violated.

## **B. Discipline for Non-Tenured, Probationary Unit Members**

1. Application: A Notice of Dismissal shall be given by the Superintendent or the Superintendent's designee at least 30 calendar days prior to the effective date of such action and no later than March 15 of the unit member's second probationary year.
2. Notice of Dismissal: The Notice of Dismissal shall include a statement of reasons for such action with sufficient detail to permit the unit member to prepare a defense and notice of the opportunity to appeal. In the event of a dismissal for unsatisfactory performance, after following the remediation process outlined in Article 12, a copy of the evaluation conducted pursuant to the Stull Act (Ed. Code 44644) shall accompany this notice.
3. Service of Notice: The written Notice of Dismissal shall be served by registered or certified mail or by personal service.
4. Grounds for Dismissal: Unsatisfactory performance as determined by an evaluation conducted in accordance with the Stull Act (Ed. Code 44660-44665) and any current policy, if applicable, or negotiated contract provisions, and/or any one or more of the causes specified in Education Code 44932.
5. Request for Hearing: The unit member shall file a written request for hearing within thirty (30) calendar days of receipt of the Notice of Dismissal. Filing means receipt in the office designated no later than the regular close of business on the last day of the filing period. Failure to file such request in a timely manner shall be deemed a waiver of the right to a hearing and proposed action shall be effective

upon action by the Governing Board without notice of hearing except as may be required in a Board meeting agenda.

6. Conduct of Hearing: The hearing shall be conducted by a hearing officer.

Non-substantive procedural errors committed by the District, the hearing officer or the Governing Board shall not affect the decision unless errors are prejudicial.

7. Recommended Decision of the Hearing Officer: The hearing officer who presides over the hearing shall submit her/his recommended decision in writing and shall state findings of fact and determinations of the issues.
8. Review by the Governing Board: The Governing Board at its next meeting which is not less than ten (10) working days after the recommended decision of the hearing officer is received at the District Office, shall act upon that recommended decision. If the Governing Board decides not to approve the recommended decision or decides to modify a recommended decision, it shall review the transcript of the proceedings and review the exhibits and listen to oral argument, if requested, as to the sufficiency of cause.
9. Judicial Review: Judicial review may be had by filing a petition for a writ of mandate in Superior Court within fifteen (15) days of the effective date of the Governing Board's decision.

## ARTICLE 15

### Leaves

#### GENERAL PROVISIONS

##### A. Leave Right

1. The benefits of this Article are in addition to Education Code leave benefits and it is understood and agreed that all Education Code leave benefits are incorporated into this Agreement by reference as if fully set forth herein.
2. Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, and retirement credits in the same amounts as if they were not on leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that

- pay period. Thereafter, they shall be allowed continued benefits at their own expense.
3. A unit member returning from leave shall be entitled to return to a teaching assignment, unless medically restricted.
  4. A unit member who is on leave under this Article will have the right to complete a staffing survey for the following year.
  5. This Agreement applies to unit members on leave on the same basis as other unit members.

#### **B. Emergency Leave Bank**

1. At the request of the Association, the District agrees to establish a bank of credit to allow additional paid leave for a specific unit member who has exhausted all available paid leave. A "sick bank" may be established in the event a unit member is ill or has an illness in their immediate family and needs to care for the family member.
2. Any unit member can donate up to 10 days in a period of twelve (12) months to any one sick bank. All donations are completely voluntary.
3. The District will credit a unit member's account with one day of sick leave from the donating unit member who has accumulated the greatest amount of unused sick leave. The District will then utilize one day of sick leave credit from the donating unit member with the next greatest amount of unused sick leave days, and will repeat the process until the unit member has received the maximum amount of sick leave credit that they need or may receive pursuant to this Article.
4. If, through the initial process of deducting one day of sick leave credit from each donating unit member, the unit member who needs the sick bank does not receive sufficient sick leave credit, the District shall repeat the process by crediting the unit member's account with additional sick leave credits from those unit members who wish to donate more than one day of sick leave credit.
5. Unit members may not revoke a donation of sick leave. Nevertheless, if a unit member does not need all donated sick leave credits, or if they use all sick leave credit allowed to them, then the remaining unused days of sick leave credit shall be returned to the unit members who donated them.
6. Donated sick leave credit shall be saved as dollars towards the unit member's paid leave, rather than as day-to-day credits.



7. A unit member must fill out a Voluntary Sick Leave Donation Form in order to donate sick leave to another unit member.
8. The District will monitor the emergency leave/sick banks.
9. The District allows other bargaining units to donate to the Association's sick banks. In the event another bargaining unit needs to establish a sick bank for one of their unit members, the Association may make donations toward those sick banks. All of the procedures for this will be the same as above.

#### **C. Other Leaves of Absence**

Other paid and unpaid leaves of absence may be granted at the District's discretion.

#### **D. Interruption In Service**

1. No absence under any paid leave, shall be considered as a break in service for any permanent unit member, and all benefits occurring under the provisions of this Agreement shall continue.
2. For purposes of retirement credit, all unpaid leaves will be considered a break in service and not be credited for purposes of obtaining longevity increments.

### **PAID LEAVES**

#### **E. Sick Leave**

1. Unit members employed on a full-time basis shall be entitled to accumulate ten (10) days per school year of sick leave available to the unit member from the first workday of each year. Sick leave which is not used shall accumulate from year to year without limit.
2. Unit members who work less than full-time shall be entitled to accumulate and use sick leave on a pro rata basis.
3. If a unit member is unable to work, they are expected to notify their supervisor at least one (1) hour prior to the starting time, unless emergency conditions prevail.
4. In addition to all sick leave entitlement, a unit member may accumulate within the District, they shall also be entitled to use all unused sick leave which may have been accumulated while employed in a position requiring certification qualifications in another school district.
5. The District shall provide each unit member with an accounting of the number of days of sick leave they have accumulated plus the number of days to which they are



entitled for the current school year. The District shall provide an annual accounting of such days to unit members by September 30 of each school year.

6. Upon exhaustion of all available sick leave, including accumulated sick leave, a unit member who would otherwise qualify for sick leave under the provisions of this Article shall receive, for up to (5) months the difference between their pay and amount actually paid a substitute. If no substitute has been employed, the difference between their pay and the amount that would have been paid a substitute will be paid to the unit member ("differential" pay).

If, after exhaustion of the five (5) months leave, the unit member remains unable to resume the duties of their position, and the unit member is placed in another position, the District shall place the unit member on a 39 month (24 months for probationary unit members) reemployment list (SB 1019).

A unit member shall not be provided more than one five (5) month period per illness or accident (Education Code 44977 (b) (2)).

7. Unit members may use accumulated sick leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage or childbirth and recovery there from. The length of such absence, including the date on which the leave is to begin and the date on which duties are to be resumed, shall be determined by the unit member's physician.
8. The District may require: a doctor's verification; evidence of treatment; or the need thereof consistent with the practice of a religion of any well-recognized church or denomination following any absence due to illness or injury as a condition of payment of sick leave/extended illness leave.
9. Sick leave may be used by the unit member for illness, injury or quarantine of the unit member.

#### **F. Personal Necessity Leave**

1. Of a unit member's annual allocation of ten (10) days of regular sick leave, up to seven (7) days may be used for the purpose of personal necessity leave. The Superintendent may require proof of such necessity, except in case of discretionary leave as provided herein. [See Section K]
2. Unit members shall submit notification of personal necessity leave to their immediate supervisor at least one day prior to the beginning date of the leave except where extenuating circumstances make advance notice impossible.

3. Acceptable and approved reasons for use of personal necessity leave are as follows:
  - (a) Death of a member of the unit member's immediate family, as defined in the Bereavement Leave section, when additional leave is required beyond that provided under bereavement leave;
  - (b) Accident involving the unit member's person or property, or the person or property of a member of their immediate family;
  - (c) Illness or quarantine of a member of the unit member's immediate family;
  - (d) Court appearances not related to school business;
  - (e) Fire, flood, or other immediate danger to the home/property of the unit member.
  - (f) Parental school activity leave.
4. Five (5) days of paternity leave for a non-birth parent, without loss of salary, will be granted to unit members when the imminent time of birth/adoption makes it necessary for the unit member to be absent from work. A doctor's verification may be required. Unusual conditions may be subject to review by the Superintendent for additional days of leave. Such leave shall be part of "Personal Necessity Leave."
5. Additional leaves may be approved by the Superintendent.

#### **G. Bereavement Leave**

1. A unit member shall be granted leave of absence for the death of any member of the immediate family without loss of pay or deduction from any other leave benefits found in this article. The length of this leave shall be five (5) days. Such days need not be taken in consecutive order.
2. For the purposes of bereavement leave 'immediate family' is defined as husband, wife, registered domestic partner, mother, father, sister, brother, son, daughter, grandfather, grandmother, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild or any relative of either spouse in the immediate household of the unit member.
3. No deduction shall be made from a unit member's salary nor shall such leave be deducted from any other leave to which the unit member is entitled.
4. Should the unit member need to request an extension of bereavement leave in excess of the above, they may elect to use accumulated sick leave subject to legal

limitations under Personal Necessity Leave. This request should be made to the Superintendent.

#### H. Jury Duty/Court Appearance

1. The District shall grant leave to unit members called to jury duty. The unit member shall receive their regular pay without deduction from leave accounts.

Compensation for jury duty less any meal, mileage and/or parking expenses received for appearance for jury service under this section shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than their regular pay.

2. When unit members appear in court as litigants or as witnesses under an official order, in the case where the District is not a party, they may request leave without loss of pay, by deducting days from accumulated sick leave.
3. When a unit member is subpoenaed to court regarding information arising from their employment responsibilities and the District is not a part of the case, the unit member shall receive their regular pay without deduction from leave accounts. The unit member shall first provide a copy of the subpoena to the District office, which will determine whether the subpoenaing party has deposited witness fees pursuant to Government Code 68096.1. The unit member shall not report to court until they receive verification from the district office.

#### I. Industrial Accident and Illness Leave

1. In addition to any other benefits that a unit member may be entitled to under the Worker's Compensation laws of this State and in accordance with Section 44984 of the Education Code, unit members may be entitled to the following benefits:

Allowable leave shall be for not less than sixty (60) days in one fiscal year for the same accident;

The total of the unit member's temporary disability indemnity and the portion of salary due them during their absence shall not exceed their full salary;

A unit member whose physician has released them to return to work shall provide the district with documentation of the release including any work restrictions. The District will review the release and return the unit member to work, consistent with Workers' Compensation laws and the Americans with Disabilities Act, where the unit member is able to perform essential job functions with or without reasonable accommodation;



An industrial accident or illness means one which arises out of and occurs within the course of employment with the District;

The District's report of an industrial accident or illness shall be kept on file in the personnel Office;

The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave from the sick leave allotment of a unit member determined to be eligible for Worker's Compensation who is absent as a result of an industrial accident or illness.

#### **J. Pregnancy Disability Leave**

1. Unit members are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. Such leave shall not be used for childcare, child rearing or preparation for childbearing, but shall be limited to those disabilities as set forth above.
2. The length of such disability leave including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician or licensed practitioner. However, the District may require a verification of the extent of disability through consultation with the unit member's physician or through a physical exam of the unit member, unless the unit member objects because of religious reasons, by a physician appointed by the District, at District expense,
3. The unit member on leave for pregnancy disability shall be entitled to return to a position as specified above.

#### **K. Discretionary Leave**

1. Up to five (5) days of sick leave may be used by the unit member at their discretion for personal business. Discretionary leave is not intended to be used for vacations.
2. Discretionary leave is subject to the following restrictions:
  - (a) Discretionary leave may not be used on more than two (2) consecutive work days.
  - (b) No more than two (2) discretionary leave days may be attached to a weekend or holiday period.



- (c) No discretionary leave days may be used during state assessments and testing.
  - (d) No discretionary leave days may be used during the first and last weeks of school.
  - (e) No discretionary leave day may be used on a professional development day.
  - (f) No discretionary leave day may be used for concerted activities (strike, sick-out, or other organized group activities concerning unit member working conditions).
- 3. Unit members shall provide at least one week advance notice of discretionary leave use. Unit members shall not be required to submit a description of the reason for discretionary leave.
  - 4. Annually, in May, the District will review the fiscal cost impact of discretionary days. Should a significant cost increase materialize, the District and Association will meet within ten (10) days to discuss options related to the residual financial impact.

#### **L. Parental School Activity Leave**

- 1. School Activities: Any unit member who is a parent, guardian or grandparent having custody of one or more children in grades K-12 may use up to five (5) days of personal necessity leave.
- 2. Such leave shall not exceed one (1) day per month and the unit member shall give reasonable advance notice of the absence;
- 3. In the event that both parents of a child are unit members and work at the same site, this leave shall be allowed for the first unit member parent that applies; simultaneous absence by the second unit member may be granted by the superintendent or designee;
- 4. The unit member may be asked to provide documentation from the school upon request to prove they ~~she/he~~ participated in school activities at the same time of the leave;
- 5. If no personal necessity leave time exists, unit members giving reasonable advance notice may take up to five (5) days without pay each year for this purpose, not to exceed one (1) day in any month.

## PARTIALLY PAID OR COMPENSATED LEAVES

### M. Family Care and Medical Leave Act

1. The District shall provide an eligible unit member upon request with family care and medical leave in accordance with the federal Family Medical Leave Act and the California Family Rights Act.
2. Eligibility: Leave under this Article shall be granted upon request of an eligible unit member, whenever, in the judgment of the unit member's physician, they need leave because of a serious health condition, the serious health condition in the unit member's family, the birth of a child, or placement of a child in connection with adoption or foster care of a child.

As used in this Article, family includes all persons listed in Article 3 of this Agreement and "serious health condition" is any illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential health care facility or involves continuing treatment or supervision by a healthcare provider.

During family care and medical leave, the unit member shall be maintained on all health plans on the same basis as other unit members.

Any unit member who wishes to seek family care and medical leave shall request said leave through the personnel office.

Unit members shall retain all rights and benefits of this Agreement as unit members while on leave.

3. Return to work: Leave under this Article shall terminate the first day the unit member returns to continuous, active service or within the time period which is provided by law whichever occurs first, following notice as provided below;

A unit member returning from leave under this Article shall be reinstated to a position as provided in 15.A.3 (General Provisions);

A unit member who while on leave under this Article gives written notice of resignation or retirement shall be deemed to have resigned or retired, as appropriate, on the next work day following the expiration of the leave, unless an earlier date is specified by the unit member.

4. Procedures: Application for family care and medical leave shall be made in writing and submitted when possible at least sixty (60) days prior to the anticipated leave.

The Superintendent may waive the time line should there be an emergency or extenuating circumstances;

Leave under this Article shall commence on the date approved by the District on the form requesting the leave;

The leave notice shall specify: leave will be taken pursuant to this Article, the date the leave commences, the anticipated pattern of leave use if the member will not be absent continuously, whether the unit member will substitute other paid leave for leave under this Article and if so how much paid leave and the anticipated date of return to continuous active service, if known to the unit member;

Delivery of a leave or return notice shall be by any means reasonably likely to inform the District Personnel Office of the unit member's absence from or return to continuous active service.

Unit members on leave for an entire school year shall notify the District by March 1 of her/his intent to return to work for the following school year.

5. Relationship to other benefits: Unit members on family care and medical leave shall continue to receive the medical, dental, vision and life insurance benefits on the same basis as other unit members. Upon exhaustion of the family care and medical leave, the unit member may continue benefits at their own cost. These payments will be made in ten equal payments.

#### **N. Parental Leave**

1. A unit member may take leave for up to a total of twelve (12) work weeks for the birth of a child of the unit member or the placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member. This period of leave must be used within the first twelve (12) months following the birth or placement of the child. Parental leave and applicable leave under the California Family Rights Act shall run concurrently. To be eligible for parental leave, a unit member must have worked for the District for at least twelve (12) months prior to the period of leave.
2. These twelve (12) work weeks of leave may be taken intermittently and part of it may be taken in less than two (2) week increments, upon agreement between the unit member and the District. Requests for parental leave shall be made at least thirty (30) days prior to the commencement of the leave except when impracticable as a result of emergencies or reasonably unforeseeable circumstances.



3. During these twelve (12) work weeks, unit member benefits shall continue in the same manner as if the unit member were still at work.
4. When both parents of a child are employees of the District, each eligible unit member shall be entitled to twelve (12) work weeks of parental leave.
5. If a unit member seeks to take parental leave and has not exhausted all available sick leave, they may apply available sick leave for parental leave purposes.
6. An eligible unit member who has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of parental leave, shall receive differential pay, calculated and paid as the difference between the cost of the substitute and the unit member's per diem rate of pay, or 50% of the unit member's per diem rate of pay, whichever is greater, for the remaining portion of the twelve (12) work weeks of parental leave.
7. Nothing in this section shall be interpreted as prohibiting an eligible unit member who does not wish to use their available sick leave from requesting and receiving up to twelve (12) work weeks of unpaid family care and medical leave (above) for child bonding purposes.
8. This section shall be construed as reflective of existing law and shall not be construed as expanding or otherwise limiting unit member rights under applicable state or federal law.

#### **O. Sabbatical Leave**

1. A sabbatical leave may be granted to a member of the unit by the Governing Board subject to the following conditions:
2. Leave Program Requirements: Sabbatical leaves may be granted to unit members to pursue a specific, meaningful program of study, travel, or a combination of study and travel which is directly related to their assignment with the District, and which will benefit the schools and students of the District.
3. Types of Leaves:
  - Full-Time Study: Requires undertaking a full load of upper division or graduate work or the equivalent thereof. Admission to an accredited college or university is a prerequisite for application;
  - Travel: Must be a planned and meaningful itinerary;



Combination of Study and Travel: Must be a planned travel itinerary and related study at an accredited college or university;

Individual Project: Study or special project or research problem may be substituted for unit requirements of full-time study. The program must be equivalent to the effort and content required for formal in-residence study at an accredited college or university.

4. Applications Procedures:

Requests for Sabbatical Leave must be received by the Superintendent, on the appropriate District form, no later than March 1 of the school year preceding the school year for which the Sabbatical Leave is requested;

All applications for Sabbatical Leave must be accompanied by a specific written plan detailing the proposed leave program and how it will increase the unit member's knowledge and ability as directly related to their assignment;

Sabbatical Leave will be granted for no more than one (1) school year. Sabbatical leaves shall coincide with the school year or the semester; or if recommended by the Superintendent, Sabbatical Leaves may be granted for period during each of two (2) school years, not to exceed a total of one (1) year;

The Superintendent shall submit requests for Sabbatical Leaves to the Governing Board with recommendations. The Governing Board shall review the requests and act upon them in the order it determines.

5. Eligibility Requirements:

Sabbatical Leave applicants must have completed at least seven (7) consecutive years of certificated service, all of which having been served as a full-time unit member of the District. Any year in which the applicant has served some days but failed to serve seventy-five percent (75%) of the certificated service days shall not be included as service in computing the seven (7) consecutive year period. Sabbatical Leaves beginning within four (4) years of the applicant's compulsory retirement date shall not be approved;

A unit member may not be granted more than one (1) such leave of absence in each seven (7) year period.

6. Compensation: During Sabbatical leave, the unit member shall earn half of their regular salary plus District paid health and welfare benefits as provided to other unit members:

Such compensation while on Sabbatical leave shall be in accordance with the provisions of the salary schedule in effect during the period of the leave, and shall be considered time in-service for retirement purposes. Retirement deduction shall be in proportion to the salary received;

Applicants who desire to receive salary allowance while on Sabbatical Leave must furnish a suitable bond indemnifying the District for any salary paid the unit member during the period of the Sabbatical Leave. If the unit member fails to return to render service to the District for a period of at least twice the length of the Sabbatical Leave to the District following the termination of the Sabbatical leave, or in the event the unit member fails to carry out the program of study or the itinerary of the trip approved, the unit member shall be obligated to repay the salary to the District. In the event the unit member is unable to render the said service due to death or physical or mental disability based on written verification, the bond shall be exonerated;

Applicants who do not desire to furnish a bond and receive salary while on Sabbatical Leave shall be paid in accordance with the District's procedure in two (2) equal installments as follows:

At the end of the first period of service equal to the Sabbatical after the unit member's return to duty, the District shall release the first installment upon receipt of a Governing Board resolution authorizing the payment of said installment and including an affirmative statement to the effect that the unit member has completed such service and fulfilled all other legal requirements;

At the end of the second period of service equal to the Sabbatical Leave, a similar procedure shall be followed authorizing payment of the second and final installment;

In case of injury to or illness of the unit member during Sabbatical leave which prevents their completion of the purpose of the Leave, the Sabbatical leave will be terminated and all provisions for Sick Leave will apply. The District must be notified within ten (10) days from the first day of injury or illness. Upon release by a medical doctor, the unit member will return to duty for the remainder of the school year to be assigned as needed at the discretion of the Superintendent. If death prevents completion of leave, return to service, or completion of the above required amount of service, no repayment of salary will be required of their estate;

A unit member on sabbatical leave shall be eligible for any of the other leaves enumerated in this Article;

The Governing Board shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any unit member which occurs while on Sabbatical leave.

7. Return to Service: At the end of the leave, each unit member shall file with the Superintendent before returning to duty the following, as applicable;

Transcripts of records indicating course completion, if in-residence study was done;

Written report of individual project;

Written report on travels. The written reports must include a statement of the professional growth achieved and any other evidence that the objectives of the leave have been met.

The unit member shall also, when requested to do so by the District, make further reports (written or oral) for the benefit of the pupils, the District or the community.

Upon return from Sabbatical Leave, a unit member shall be placed on the salary schedule at the experience step which they have earned, pursuant to established procedures.

Upon their return from Sabbatical Leave, the unit member shall have a position as indicated in 15.A.3 (General Provisions).

The District shall provide the Association with copies of a unit member's Sabbatical Leave form upon request.

Unit members on sabbatical leave shall be advanced on the salary schedule if they have been on paid status at least 75% of that school year.

## **P. Extended Illness Leave**

1. If a unit member is absent from duty on account of illness or accident, whether or not the absence arises out of or in the course of employment, the unit member for a five (5) month period shall receive the difference between their pay and the amount that would be paid to a substitute ("differential" pay).
2. Effective January 1, 1999, the five (5) month period shall begin following the use of all sick leave, as provided by section 15.B.6.

3. This leave requires monthly certification by the unit member's physician, on a form provided by the District, that the unit member is physically or mentally disabled and unable to perform their duties.
4. Satisfactory evidence that the unit member is physically and/or mentally fit to return to duty shall be required of any unit member who has been absent from duty due to extended illness or accident.
5. When requested by the District, a unit member shall undergo a physical or mental examination by a doctor selected by the Superintendent, in consultation with the unit member, and the cost for such an examination shall be borne by the District. The unit member shall authorize the doctor to release the results of the examination to the District for placement in the unit member's confidential health file.

#### **Q. Military Leave**

1. The District shall grant military leave to unit members called to active service. Such unit members shall retain those rights and privileges guaranteed by law.
2. The following unit members shall be entitled to receive their salary for the first thirty (30) calendar days of military leave:

Unit members on temporary leave of absence for active military training, encampment, naval cruises, special exercises, or like activity provided:

The ordered duty does not exceed 180 calendar days including coming and going time;

3. The unit member has been a unit member of the District not less than one year prior to the day the military leave commences. There is no entitlement to salary for scheduled reserve drill periods. Service in the military shall count toward the period of time that the unit member has been employed by the District on the salary schedule but not toward tenure.
4. Unit members ordered into active military duty as members of the reserves, National Guard, naval militia or otherwise (e.g. enlistee) ordered into active duty as members of the armed forces of the United States on other than a temporary basis, the unit member must have been a District unit member for not less than one year prior to the date on which the military leave begins.
5. Unit members who are members of the National Guard, however long employed by the District, who are engaged in military or naval duty during states of extreme emergency as declared by the governor or pursuant to the governor's call of the



militia into active service; provided the leave does not extend the duration of the emergency period.

## UNPAID LEAVES

### R. Personal Leave Without Pay

1. A probationary or tenured unit member may apply for and may be granted an unpaid health or child rearing leave of absence for the remainder of the current school year and up to one (1) additional school year after exhausting all other leaves. The unit member shall furnish the District upon request a physician's verification of their need for such a health leave. Such leaves may be extended for an additional twelve (12) months, up to a maximum of three (3) consecutive years.
2. The District may grant a unit member upon request an unpaid leave of absence for up to one school year to pursue personal endeavors such as, but not limited to: study, exchange teaching, Peace Corps, Vista or other personal interest.

### S. Disability Applicant Leave

The District may grant a leave of absence to any unit member who has applied for the disability allowance from the State Teachers' Retirement System (STRS). The District shall grant a leave of absence to any unit member who has been granted the disability allowance from the State Teachers' Retirement System (STRS). This leave shall not extend thirty (30) days beyond the final determination of a disability allowance. In considering such a leave request, the District shall take into account the unit member's rights, if any, under the Americans with Disabilities Act. If the unit member is determined eligible for the disability allowance by STRS, such leave shall be extended for the term of the disability, but not for more than 39 months from the date of notification of the determination.

### T. Child-Rearing Leave

1. Unit members who wish to absent themselves from duty for reasons other than actual, physical disability prior to and following childbirth and/or parental leave as provided above, may be given an uncompensated child care leave at the discretion of the Governing Board. This leave may also be granted to a unit member who adopts (Approved Agency Adoptions recognized "Fost-Adopt" programs) a child, if such unit member has the primary responsibility of child care.
2. Requests for Child Rearing Leave shall be submitted in writing, addressed to the Governing Board, and delivered to the District Office, at least three (3) weeks prior to the anticipated commencement date of the leave.

3. A letter from a physician certifying the birth of the child shall accompany the request for leave, or in the case of the adoptive parent, a letter from the adoption source certifying the adoption and the fact that the unit member has the primary responsibility of child care.
4. The unit member's request for leave shall specify the dates of the leave.
5. If the unit member is on child rearing leave for five (5) months or less, they will be restored to a comparable position. During this leave the unit member has the option of continuing their health and welfare benefits at their expense.

#### U. Job Sharing

1. Job sharing shall refer to two (2) tenured unit members on regular contracts sharing one (1) teaching assignment that equals a full time equivalent (FTE) teaching assignment.

Unit members shall share all aspects of the job including: teaching, in-services, staff meetings, parent conferences, adjunct duties and committee assignments, etc.

Two unit members may share an assignment for a minimum of one year.

2. Job applications for a job sharing assignment for the following school year shall be filed with the District no later than March 1, to the appropriate administrator, listing the proposed work schedule, assignment, duties and general instructional program, and the advantages to the students.

Applications shall not be denied except for just cause.

The District shall approve or deny requests and notify, in writing, the applicants of its decision by April 30. If a request is denied, the applicants shall be notified, in writing, of the specific reasons for the denial.

3. Notwithstanding other provisions of this Agreement, job sharing unit members' salary, benefits and leaves shall be prorated relative to the actual time worked. In no event shall the total amount of health and welfare benefits or salary for the job shares exceed the amount the District would have paid if the position had not been shared.
4. Any amount necessary for the unit member to receive full health and welfare benefits shall be paid at the unit member's own expense on a pro rata basis.
5. Unit members will contribute to the State Teachers Retirement System and will receive credit consistent with their reduced assignment (FTE).

6. Participants shall receive one-half year of service credit toward advancement on the salary schedule. Two one-half years shall constitute a full year of credit.
7. Upon request of the two (2) tenured unit members, a job sharing assignment may be renewed provided that the two (2) unit members notify the District prior to March 1 of the preceding year. In the event the two (2) unit members fail to timely notify the District of their desire to continue the job sharing assignment, or in the event the District does not approve the continuation of the assignment, the unit members shall be returned to comparable full-time assignments.
8. If a unit member on a regular contract is in a job sharing assignment and elects to return after the first year to full-time teaching, the unit member must notify the District prior to March 1. The unit member will then be returned to their prior teaching assignment.
9. If a unit member on a regular contract is in a job sharing assignment and elects to return after more than one (1) year to full-time teaching, the unit member must notify the District prior to March 1. The unit member will then be returned to a comparable teaching position.
10. The District shall grant such a request before hiring personnel from outside the District to fill a position.
11. The transfer of any unit member shall adhere to the regular transfer and assignment policies in this Agreement.
12. It is the responsibility of the District to inform shared contract unit members of the availability of any new full-time positions.
13. If at the end of a year a unit member leaves, the other unit member will be requested to go on full-time service. If no other unit member desires a half-time contract or if, for some reason, the unit member desires a half-time contract or if, for some reason, the unit member remaining is unable to work full-time because of physical problems or for other personal reasons, the Superintendent may exercise the following options:

Allow a temporary unit member to apply who would be willing to share a contract;

If no tenured unit member applies, the Superintendent may hire a new half-time temporary unit member for a period of one year.
14. No more than one shared contract for each school will be permitted per year, with the option that if one school doesn't use its allotment, another school may request

that share. The Superintendent has the option to approve more than one shared contract at a site.

15. Persons may not be on shared contracts for more than two consecutive years without review and approval by the Superintendent in consultation with the Association.

## **ARTICLE 16**

### **Professional Growth**

#### **A. Unit Members**

This Article applies only to those unit members who, as of September 1, 1985, did not hold a clear multiple or single subject teaching credential.

#### **B. Individual Program**

Those unit members to whom this Article applies shall develop an individual program of professional growth which consists of a minimum of 150 clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. This program is to be completed within a five (5) year period. The five (5) year period begins on the date that a credential takes effect after September 1, 1985.

#### **C. Acceptable Activities**

Acceptable activities for the implementation of a professional growth plan shall include, but not be limited to, the following:

- Courses from a regionally accredited college and or university;
- Participation in professional conferences, workshops, or lectures by persons of expertise in education;
- Programs offered by Teacher Education/Computer Center, County Office, District staff development, or similar educationally focused institutions;
- Activities as a mentor teacher;
- Participation in curriculum development projects;
- Participation in systematic programs of observation and analysis of teaching;



- Participation in alternative work experience programs, paid or voluntary, in which the unit member fulfills new professional responsibilities for a specific period of time;
- Cultural experiences, such as attendance at museums or musical, dramatic or dance productions, or cross cultural immersion in the language and culture of an ethnic or national group;
- Service in a leadership role in a professional organization;
- Participation in educational research or innovation efforts;
- Creative endeavors in areas such as TV, music, or art;
- Publication of professional articles in professional journals;
- Travel related to teaching area and credential area;
- Participation as an exchange teacher;
- Participation in a speaker's bureau or on talk shows on education-related committees;
- Membership on national, state, or local education related committees;
- Service as a master teacher for student unit members.

#### **D. Clock Hours**

A clock hour is determined by the actual time spent in the activity with the following exception: For courses taken from an accredited college or university, each semester unit shall equal 15 clock hours, and each quarter unit shall equal 10 clock hours.

#### **E. Supervisors**

Each September any unit member or administrator with a satisfactory evaluation holding a clear credential who volunteers shall be appointed by the District as a Professional Growth Advisor.

The list will be updated annually and submitted to the Commission for Teacher Credentialing and posted in each site staff room.

#### **F. Disputes**

Disputes with the CTC regarding the acceptance or rejections or other disposition of the Professional Growth units shall not be subject to the grievance procedure in this Agreement and shall follow the appeal process identified in the Professional growth Manual.

## ARTICLE 17

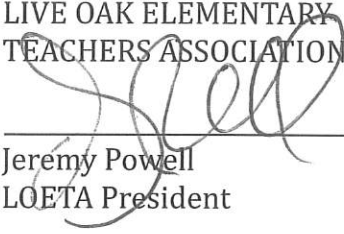
### Completion of Meet and Negotiation

This document, and its appendices/attachments, comprises the entire Agreement between the District and Association on matters within the lawful scope of negotiations and resolves all bargaining obligations for the Term except as follows:


Either party may request to reopen Article 6 - Compensation and Retirement, Section A.1 - Salary Schedule Implementation only for the 2022-2023 contract year. Any request to reopen must be provided to the other party in writing by September 22, 2022. If neither party exercises this option by the deadline, the contract shall be closed for the 2022-2023 contract year.

The parties agree to reopen negotiations for the 2023-2024 contract year for Article 6 - Compensation and Retirement and one (1) other article of each party's choosing.

LIVE OAK ELEMENTARY  
TEACHERS ASSOCIATION

By:   
Jeremy Powell  
LOETA President

LIVE OAK SCHOOL DISTRICT

By:   
Daisy Morales, Ed.D.  
Superintendent

**APPENDIX A**  
**SALARY SCHEDULE(S) FOR CERTIFICATED PERSONNEL**

**LIVE OAK SCHOOL DISTRICT  
SALARY SCHEDULE FOR CERTIFICATED PERSONNEL**

**2022-2023**

Effective: 7/1/22

**186 Days**

STEP	I INTERNS Annual	II AB+15 Annual	III AB+30 Annual	IV AB+45 Annual	V AB+60 Annual	VI AB+75 Annual
1	*	52,568	52,569	52,570	52,571	54,061
2		53,663	53,665	53,666	54,061	55,351
3			53,666	54,061	55,351	57,739
4			54,061	55,351	57,739	60,125
5			55,351	57,739	60,125	62,514
6			57,739	60,125	62,514	64,901
7			60,125	62,514	64,901	67,289
8			62,514	64,901	67,289	69,676
9			64,901	67,289	69,676	72,065
10			67,289	69,676	72,065	74,453
11			69,676	72,065	74,453	76,840
12			72,065	74,453	76,840	79,230
13				76,840	79,230	81,613
14				79,230	81,613	84,007
15				81,613	84,007	86,392
16				84,007	86,392	88,782
17				86,392	88,782	91,167
18				88,782	91,167	93,558
19				91,167	93,558	
20						
21						
22						
23						
24						
25						

**HEALTH AND WELFARE BENEFITS - \$15,000 Annual Benefit Package (Prorated for Part Time Employees)**

Every unit member (50% FTE or greater) and their eligible dependents and domestic partners shall be provided with a comprehensive health services insurance plan.

**Medical Plan Coverage:** Effective 10/1/15, Medical benefits with CVT, Blue Shield of CA

**Dental Plan Coverage:** Dental plans are currently available through Delta Dental. Some plans include orthodontia.

**Vision Care Coverage:** Vision Service Plan is currently the provider for vision care.

**Life Insurance Coverage:** The Standard is currently the provider for life insurance. The amount of life insurance coverage is determined by a unit member's age. A unit member may purchase additional life insurance.

**Voluntary Plan:** Flexible Spending Account 125C Tax Shelter (medical or dependent care reimbursement) is available.

**3%**

Board Approved: 6/15/22



**LIVE OAK SCHOOL DISTRICT**  
**NURSE SALARY SCHEDULE**

**2022-2023**

**186 Days**

**Effective: 7/1/22**

Intern		\$ 50,378
1		\$ 66,686
2		\$ 68,687
3		\$ 70,748
4		\$ 72,869
5		\$ 75,056
6		\$ 77,309
7		\$ 79,627
8		\$ 82,017
9		\$ 84,476
10		\$ 87,011
11		\$ 89,621
12		\$ 92,310
13		\$ 95,080
14		\$ 95,080
15		\$ 95,080
16		\$ 97,932
17		\$ 97,932
18		\$ 97,932
19		\$ 100,869
20		\$ 100,869
21		\$ 100,869
22		\$ 103,895
23		\$ 103,895
24		\$ 103,895
25		\$ 107,013

\$1,500 annual Masters Degree Stipend

\$1,500 annual BCLAD Stipend

Health & Welfare Benefits: \$15,000 Annual Benefit Package (Prorated for Part Time Employees)

CENURSE

Board Approved 3%:

6/15/2022

**LIVE OAK SCHOOL DISTRICT  
PROGRAM SPECIALIST/ PSYCHOLOGIST/ SPEECH THERAPIST  
SALARY SCHEDULE  
2022-2023  
196 Days  
Effective: 7/1/22**

Intern		\$ 53,087
1		\$ 70,272
2		\$ 72,380
3		\$ 74,552
4		\$ 76,788
5		\$ 79,092
6		\$ 81,465
7		\$ 83,908
8		\$ 86,427
9		\$ 89,018
10		\$ 91,689
11		\$ 94,440
12		\$ 97,273
13		\$ 100,190
14		\$ 100,190
15		\$ 100,190
16		\$ 103,198
17		\$ 103,198
18		\$ 103,198
19		\$ 106,292
20		\$ 106,292
21		\$ 106,292
22		\$ 109,481
23		\$ 109,481
24		\$ 109,481
25		\$ 112,765

\$1,500 annual Masters Degree Stipend

\$1,500 annual BCLAD Stipend

Health & Welfare Benefits: \$15,000 Annual Benefit Package (Prorated for Part Time Employees)

Board Approved 3%: 6/15/22



**LIVE OAK SCHOOL DISTRICT****NURSE SALARY SCHEDULE****2021-2022****186 Days****Effective: 7/1/21**

Intern		\$ 48,911
1		\$ 64,744
2		\$ 66,686
3		\$ 68,687
4		\$ 70,747
5		\$ 72,870
6		\$ 75,057
7		\$ 77,308
8		\$ 79,628
9		\$ 82,016
10		\$ 84,477
11		\$ 87,011
12		\$ 89,621
13		\$ 92,311
14		\$ 92,311
15		\$ 92,311
16		\$ 95,080
17		\$ 95,080
18		\$ 95,080
19		\$ 97,931
20		\$ 97,931
21		\$ 97,931
22		\$ 100,869
23		\$ 100,869
24		\$ 100,869
25		\$ 103,896

\$1,000 annual Masters Degree Stipend

\$1,200 annual BCLAD Stipend

Health &amp; Welfare Benefits: \$14,201.79 Annual Benefit Package (Prorated for Part Time Employees)

CENURSE

Board Approved 2.75%:

6/15/2022



**LIVE OAK SCHOOL DISTRICT  
PROGRAM SPECIALIST/ PSYCHOLOGIST/ SPEECH THERAPIST  
SALARY SCHEDULE  
2021-22  
196 Days  
Effective: 7/1/21**

Intern		\$ 51,541
1		\$ 68,225
2		\$ 70,272
3		\$ 72,381
4		\$ 74,551
5		\$ 76,788
6		\$ 79,092
7		\$ 81,464
8		\$ 83,910
9		\$ 86,425
10		\$ 89,018
11		\$ 91,689
12		\$ 94,440
13		\$ 97,272
14		\$ 97,272
15		\$ 97,272
16		\$ 100,192
17		\$ 100,192
18		\$ 100,192
19		\$ 103,196
20		\$ 103,196
21		\$ 103,196
22		\$ 106,292
23		\$ 106,292
24		\$ 106,292
25		\$ 109,481

\$1,000 annual Masters Degree Stipend

\$1,200 annual BCLAD Stipend

Health & Welfare Benefits: \$14,201.79 Annual Benefit Package (Prorated for Part Time Employees)

Board Approved 2.75%: 6/15/22

## APPENDIX B

### CALENDAR

# LIVE OAK SCHOOL DISTRICT

## 2022-2023 STUDENT ATTENDANCE CALENDAR (ELEMENTARY)

180 Actual Student Instructional Days

186 Days for Teachers (6 Staff Development Days/Orientation/Planning Days)

Governing Board Approved: 4/20/22

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

7/4 Classified Holiday

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

8/8 Staff Development Day

8/9 Planning Days

8/10 First Student Day

16 Student Days

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

9/5 Labor Day Holiday

9/8 Elementary Back-to-School Night

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

21 Student Days

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

11/1 Staff Development Day

11/4 End of 1st Trimester

11/11 Veterans' Day

11/15-11/17 Parent Conferences Minimum Days

11/21 -11/22 Planning /Parent Conferences

11/23-11/25 Thanksgiving Break

15 Student Days

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

12/23/22-1/6/23 Winter Break

12/25 Christmas Day

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

12/26/22-1/6/23 Winter Break

1/1 New Year's Day

1/9 Staff Development Day

1/16 Dr. Martin Luther King, Jr. Day

15 Student Days

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

2/17 Lincoln's Birthday (Observed)

2/20 Presidents' Day

2/24 End of 2nd Trimester

18 Student Days

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

3/6-3/10 Conference Days

16 Student Days

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

4/3-4/7 Spring Break

4/7 Classified Holiday/Non Student Day

15 Student Days

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

5/26 End of 3rd Trimester

5/26 Last Day of School

5/29 Memorial Day

20 Student Days

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

6/19 Juneteenth Holiday

180 Student Days

Elementary restructured days every Friday

### KEY

<div style="border: 1px solid black; width: 20px; height: 10px; display: inline-block;"></div> Student First and Last Day of School	<div style="border: 1px solid black; width: 20px; height: 10px; display: inline-block; background-color: #f0f0f0;"></div> Non-Attendance Day for Students
<div style="border: 1px solid black; width: 20px; height: 10px; display: inline-block; background-color: #d3d3d3;"></div> Staff Development Day (Non-Student Day)	<div style="border: 1px solid black; width: 20px; height: 10px; display: inline-block; background-color: #d3d3d3; text-align: center;">" "</div> Restructured Day/Parent Conferences
<div style="border: 1px solid black; width: 20px; height: 10px; display: inline-block; background-color: #a9a9a9;"></div> Orientation/Planning/Parent Conferences (Non-Student Day)	<div style="border: 1px solid black; width: 20px; height: 10px; display: inline-block; background-color: #ffff00; text-align: center;">*</div> Classified Employees' Holiday



# LIVE OAK SCHOOL DISTRICT

## 2022-2023 STUDENT ATTENDANCE CALENDAR (SHORELINE)

180 Actual Student Instructional Days  
186 Days for Teachers (6 Staff Development Days/Orientation/Planning Days)

Governing Board Approved: 4/20/22

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

7/4 Classified Holiday

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

8/8 Staff Development

8/9 Planning Days

8/10 First Student Day

16 Student Days

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

9/5 Labor Day Holiday

21 Student Days

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

21 Student Days

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

11/1 Staff Development

11/11 Veterans' Day

11/21-11/22 Staff Development & Planning/Parent Conferences

11/23-11/25 Thanksgiving Break

15 Student Days

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

Thursday, December 22nd is the last Day of the Semester 1

12/23/22-1/6/23 Winter Break

12/25 Christmas Day

16 Student Days

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

1/1 New Year's Day

12/23/22-1/6/23 Winter Break

1/9 Planning Day

1/16 Dr. Martin Luther King, Jr. Day

15 Student Days

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

2/17 Lincoln's Birthday (Observed)

2/20 Presidents' Day (Observed)

18 Student Days

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

23 Student Days

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

4/3-4/7 Spring Break

4/7 Classified Holiday/Non Student Day

15 Student Days

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

5/25 8th Grade Graduation

5/26 Last Day of School

5/26 The end of Semester 2 is the Last day of School

5/29 Memorial Day

20 Student Days

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

6/19 Juneteenth Holiday

180 Student Days

Shoreline restructured days every Wednesday

### KEY

	Student First and Last Day of School		Non-Attendance Day for Students
	Staff Development Day (Non-Student Day)		Restructured Day
	Orientation/Planning/Parent Conferences (Non-Student Day)		Classified Employees' Holiday



**APPENDIX C**  
**HEALTH AND WELFARE BENEFITS**

22-23 CVT Rates and Plans											
Rates		PPO-3A	PPO-5A	Blue Shield PPO		HDHP-2	Bronze	Blue Shield HMO			Kaiser
Active Employees				PPO-9A	Wellness			Trio HMO 1-B	HMO 2-B	HMO 3-B	Plan 8 w/ Chiro
Employee Only		\$ 859	\$ 816	\$ 609	\$ 767	\$ 461	\$ 423	\$ 761	\$ 850	\$ 804	\$ 749.16
Employee + Spouse		\$ 1,805	\$ 1,714	\$ 1,279	\$ 1,610	\$ 966	\$ 888	\$ 1,578	\$ 1,765	\$ 1,668	\$ 1,563.83
Employee + Children		\$ 1,632	\$ 1,551	\$ 1,159	\$ 1,457	\$ 875	\$ 804	\$ 1,429	\$ 1,599	\$ 1,512	\$ 1,415.53
Employee + Family		\$ 2,748	\$ 2,611	\$ 1,950	\$ 2,454	\$ 1,473	\$ 1,352	\$ 2,393	\$ 2,678	\$ 2,531	\$ 2,378.84
Retirees											
Employee Only (RET)		\$ 1,276	\$ 1,216	\$ 930	\$ 1,136	\$ 648	\$ 598	\$ 1,552	\$ 1,737	\$ 1,642	\$ 1,118.16
Employee + One (RET)		\$ 2,680	\$ 2,554	\$ 1,953	\$ 2,386	\$ 1,361	\$ 1,256	\$ 3,239	\$ 3,626	\$ 3,428	\$ 2,342.31
Employee + Family (RET)		\$ 4,083	\$ 3,891	\$ 2,976	\$ 3,635	\$ 2,073	\$ 1,914	\$ 4,925	\$ 5,515	\$ 5,213	\$ 3,565.84
Medical Benefits											
Deductible - Individual		\$ 100	\$ 100	\$ 1,000	\$ 500	\$ 2,000	\$ 5,000	\$ -	\$ -	\$ -	\$ 1,000
Deductible - Family		\$ 200	\$ 200	\$ 2,000	\$ 1,000	\$ 4,000	\$ 10,000	\$ -	\$ -	\$ -	\$ 2,000
Coinsurance		100% After Deductible	90% After Deductible	80% After Deductible	90% After Deductible	80% After Deductible	70% After Deductible	100%	100%	100%	100%
Out of Pocket Max - Individual		\$ 1,250	\$ 1,250	\$ 5,000	\$ 1,750	\$ 5,250	\$ 6,350	\$ 1,000	\$ 1,500	\$ 3,500	\$ 3,000
Out of Pocket Max - Family		\$ 2,500	\$ 2,500	\$ 10,000	\$ 3,500	\$ 10,500	\$ 12,700	\$ 2,000	\$ 3,000	\$ 6,000	\$ 6,000
Doctor Visits (PCP)	\$20 Copay		\$30 Copay	\$35 Copay	\$20 Copay	80% After Deductible	\$60 Copay 3 Visits 100% 4+ 70% After Deductible	\$10 Copay	\$15 Copay	\$25 Copay	\$20 Copay No Deductible
Doctor Visits (Specialist)	\$20 Copay		\$30 Copay	\$35 Copay	\$40 Copay	80% After Deductible	70% Copay After Deductible	\$30 Copay	\$30 Copay	\$40 Copay	\$20 Copay No Deductible
Preventative Care	100%		100%	100%	100%	100%	100%	100%	100%	100%	100%
Outpatient Laboratory	Non-Hospital - Paid at 100%* after deductible is met Hospital - After deductible is met, \$50 copay then paid at 100%*		Non-Hospital - Paid at 90%* after deductible is met Hospital - After deductible is met, \$50 copay then paid at 90%*	Non-Hospital - Paid at 80%* after deductible is met Hospital - After deductible is met, \$50 copay then paid at 80%*	Non-Hospital - Paid at 90%* after deductible is met Hospital - After deductible is met, \$50 copay then paid at 90%*	80% After Deductible	70% After Deductible	100%	100%	100%	\$10 Copay No Deductible
Outpatient Radiology	Non-Hospital - Paid at 100%* after deductible is met Hospital - After deductible is met, \$75 copay then paid at 100%*		Non-Hospital - Paid at 90%* after deductible is met Hospital - After deductible is met, \$75 copay then paid at 90%*	Non-Hospital - Paid at 80%* after deductible is met Hospital - After deductible is met, \$75 copay then paid at 80%*	Non-Hospital - Paid at 90%* after deductible is met Hospital - After deductible is met, \$75 copay then paid at 90%*	80% After Deductible	70% After Deductible	\$10 Copay Outpatient Paid in Full	\$15 Copay Outpatient Paid in Full	\$25 Copay Outpatient Paid in Full	Preventive X-rays, screenings, lab tests: Paid at 100%*. No deductible MRI, most CT, and PET scans: Paid at 80%* up to max \$50 per procedure, No Deductible
Durable Medical Equipment	100% After Deductible		90% After Deductible	80% After Deductible	90% After Deductible	80% After Deductible	70% After Deductible	100%	100%	100%	80% After Deductible
Ambulance - Ground / Air	100% After Deductible		90% After Deductible	80% After Deductible	90% After Deductible	80% After Deductible	70% After Deductible	\$100 Copay	\$100 Copay	\$100 Copay	\$150 Per Trip, If Medically Necessary No Deductible
Physical Therapy	100% After Deductible + Applicable Copay		90% After Deductible + Applicable Copay	80% After Deductible + Applicable Copay	90% After Deductible + Applicable Copay	80% After Deductible	70% After Deductible	\$10 Per Visit	\$15 Per Visit	\$25 Per Visit	\$20 Copay No Deductible
Chiropractic	100% After Deductible + Applicable Copay		90% After Deductible + Applicable Copay	80% After Deductible + Applicable Copay	90% After Deductible + Applicable Copay	80% After Deductible	70% After Deductible	\$10 Copay up to 30 visits (Prior Auth not required)	\$10 Copay up to 30 visits (Prior Auth not required)	\$10 Copay up to 30 visits (Prior Auth not required)	Benefit through PhysMetrics: \$10 office visit copay; \$15 daily max for out of network; Up to 40 visits per year combined with Acupuncture



Acupuncture	100% After Deductible + Applicable Copay 12 Visit Max	90% After Deductible + Applicable Copay 12 Visit Max	80% After Deductible + Applicable Copay 12 Visit Max	90% After Deductible + Applicable Copay 12 Visit Max	80% After Deductible 12 Visit Max	70% After Deductible 12 Visit Max	Not Covered	Not Covered	Not Covered	Benefit through PhysMetrics. \$10 office visit copay, \$15 daily max for out of network. Up to 40 visits per year combined with Chiropractic
Outpatient Surgery	<b>Non-Hospital</b> Paid at 100%* after deductible is met <b>Hospital</b> After deductible is met, \$250 copay then paid at 100%*	<b>Non-Hospital</b> Paid at 90%* after deductible is met <b>Hospital</b> After deductible is met, \$250 copay then paid at 90%*	<b>Non-Hospital</b> Paid at 80%* after deductible is met <b>Hospital</b> After deductible is met, \$250 copay then paid at 80%*	<b>Non-Hospital</b> Paid at 90%* after deductible is met <b>Hospital</b> After deductible is met, \$250 copay then paid at 90%*	80% After Deductible	70% After Deductible	Paid at 100%	\$100 Ambulatory Surgical Center \$150 Out-Patient Hospital	\$250 Ambulatory Surgical Center \$500 Out-Patient Hospital	Paid at 80% After Deductible
Hospital Inpatient							Physician Paid 100%	Physician Paid 100%	Physician Paid 100%	
Inpatient Facility Services	100% After Deductible	90% After Deductible	80% After Deductible	90% After Deductible	80% After Deductible	70% After Deductible	Paid at 100%	\$250 Copay per admission	\$750 per day Copay for 3 days per admission	Paid at 80% After Deductible
Skilled Nurses							Paid at 100% Semi private room	\$50 copay per admission 100 days	\$150 copay per admission 100 days	
Hospital Emergency Room (Copay Waived if Admitted)	<b>Emergent</b> \$100 Copay; <b>Non-Emergent</b> \$175 Copay (Copay waived if admitted as inpatient) After deductible is met, copay then paid at 100%*	<b>Emergent</b> \$100 Copay; <b>Non-Emergent</b> \$175 Copay (Copay waived if admitted as inpatient) After deductible is met, copay then paid at 90%*	<b>Emergent</b> \$100 Copay; <b>Non-Emergent</b> \$175 Copay (Copay waived if admitted as inpatient) After deductible is met, copay then paid at 80%*	<b>Emergent</b> \$100 Copay; <b>Non-Emergent</b> \$175 Copay (Copay waived if admitted as inpatient) After deductible is met, copay then paid at 90%*	80% After Deductible	\$250 Copay Subject to Deductible	\$100 Copay Waived if Admitted	\$100 Copay Waived if Admitted	\$150 Copay Waived if Admitted	Paid at 80% After Deductible
Urgent Care	\$20 Copay	\$30 Copay	\$35 Copay	\$20 Copay	80% After Deductible	\$120 Copay Subject to Deductible	\$10 Copay	\$15 Copay	\$25 Copay	\$20 Copay
Home Health Care	100% After Deductible 100 Visits	90% After Deductible 100 Visits	80% After Deductible 100 Visits	90% After Deductible 100 Visits	80% After Deductible 100 Visits	70% After Deductible 100 Visits	\$10 100 Visits	\$15 100 Visits	\$25 100 Visits	Paid at 100%* No Deductible (Limits)
Telehealth	MDLIVE Paid at 100% for non-emergency medical, dermatology and behavioral health consultation	MDLIVE Paid at 100% for non-emergency medical, dermatology and behavioral health consultation	MDLIVE Paid at 100% for non-emergency medical, dermatology and behavioral health consultation	MDLIVE Paid at 100% for non-emergency medical, dermatology and behavioral health consultation	MDLIVE Paid at 100% after deductible is met for non-emergency medical, dermatology and behavioral health consultation	MDLIVE Paid at 100% for non-emergency medical, dermatology and behavioral health consultation	Paid at 100% for non-emergency care, call Teladoc 24/7 at (800) 835-2362	Paid at 100% for non-emergency care, call Teladoc 24/7 at (800) 835-2362	Paid at 100% for non-emergency care, call Teladoc 24/7 at (800) 835-2362	For after-hours advice, call 1-888-576-6225
Medical Guidance	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	100%	100%	100%	
Employee Assistance Program	100%	100%	100%	100%	100%	100%				100%

Retail Pharmacy 30 Day Supply	\$5 Generic \$22 Brand	\$5 Generic \$22 Brand	\$5 Generic \$22 Brand	Subject to Deductible \$7 Generic \$25 Preferred \$40 Non-Preferred	80% After Deductible	Subject to Deductible \$25 Generic \$50 Brand	\$7 Generic \$15 Preferred \$30 Non-Preferred	\$7 Generic \$15 Preferred \$30 Non-Preferred	\$7 Generic \$15 Preferred \$30 Non-Preferred	\$10 Generic \$30 Brand (Up to 30 Day Supply) \$20 Generic \$60 Brand (31-60 Day Supply) \$30 Generic \$90 Brand (61-100 Day Supply)
Mail Order 90 Day Supply	\$10 Generic \$44 Brand	\$10 Generic \$44 Brand	\$10 Generic \$44 Brand	Subject to Deductible \$15 Generic \$60 Preferred \$90 Non-Preferred		Subject to Deductible \$50 Generic \$100 Brand	\$15 Generic \$35 Preferred \$70 Non-Preferred	\$15 Generic \$35 Preferred \$70 Non-Preferred	\$15 Generic \$35 Preferred \$70 Non-Preferred	\$10 Generic \$30 Brand (30 Day Supply) \$20 Generic \$60 Brand (31-100 Day Supply)



# Delta Dental PPO Plans 10/1/2020 - 09/30/2021

## General Plan Information

	PLAN #1 0006, 00128	PLAN #7 00119, 00129	PLAN #9 00120, 00130	PLAN #11 00121, 00131	PLAN #12 00133	PLAN #13 00132
Annual Deductible/Individual	\$0	\$0	\$0	\$0	\$0	\$0
Annual Deductible/Family	\$0	\$0	\$0	\$0	\$0	\$0
Waived for Preventive	N/A	N/A	N/A	N/A	N/A	N/A
Annual Plan Maximum	\$1,200 / \$1,000	\$2,200 / \$2,000	\$2,200 / \$2,000	\$2,200 / \$2,000	\$3,200 / \$3,000	\$3,200 / \$3,000
Lifetime Orthodontia Plan Maximum	N/A	N/A	\$1,750	\$1,750	\$3,500	N/A

## Covered Services

### Diagnostic and Preventive Services

Diagnostic and Preventive	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%
Oral Exams	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%
Bitewing X-Rays	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%
Cleaning and Scaling	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%
Prophylaxis Treatments	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%
Fluoride Treatments	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%
Space Maintainers	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%

### Basic Services

Basic	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%
Oral Surgery: Extractions and Other Surgical Procedures	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%
Restorative: Amalgam, Synthetic Porcelain and Plastic Restorations (Fillings)	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%
Endodontic Treatment	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%
Periodontic Treatment	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%
Repair or Re-cementing Crowns, Inlays, Onlays, Dentures or Bridgework	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%

### Major Services

Major	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%
Crown, Jackets and Cast Restoration Benefits	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%	* 70-100%
Prosthodontic Benefits (Fixed Bridges, Partial/Complete Implants)	50%	50%	50%	50%	50%	50%
Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	50%

### Orthodontia Services

Orthodontia	Not Covered	Not Covered	75%	75%	75%	Not Covered
Dependent Children	Not Covered	Not Covered	Covered	Covered	Covered	Not Covered
Adults	Not Covered	Not Covered	Not Covered	Covered	Covered	Not Covered

\* = The copay % will increase by 10% each yr. to a max of 100% for each enrollee provided that person visits the dentist at least once during the year. If the enrollee does not use the plan during the calendar year, the % remains at the level attained the previous year.

The annual maximum is increased by \$200 when a Delta Dental PPO dentist is used rather than a Delta Dental Premier dentist. To find a PPO dentist visit [www.deltadentalins.com](http://www.deltadentalins.com)

**APPENDIX D**  
**SIDE LETTERS**

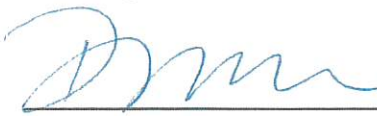
**LIVE OAK SCHOOL DISTRICT AND LOETA**  
**SIDE LETTER OF AGREEMENT**  
**April 12, 2022**

The Live Oak Elementary School District and the Live Oak Elementary Teachers Association hereby agree to a full additional day of Professional Learning prior to the start date for teachers for the 2023-24 school year. If the Student's start date is Thursday, August 10th, then Monday, August 7th would be the Welcome Back Breakfast and staff meeting, Tuesday August 8th will be the PL and Wednesday August 9th would be a dedicated teacher workday and Thursday August 10th will be the start of school for students.

This alteration is applicable for the 2023-24 school year only.

This agreement is for the 2023-2024 school year only and shall sunset by its terms on June 30, 2024.

It is so agreed:

 4/12/22  
\_\_\_\_\_  
Daisy Morales Ed.D.                      Date  
Superintendent

 4/12/22  
\_\_\_\_\_  
Jeremy Powell                      Date  
LOETA President

## Side Letter of Agreement

In light of the potentially large number of mainstreamed students from the Chrysalis Center into Green Acres Classrooms this letter documents agreement by both parties on the following:

1. Teachers who are assigned any mainstreamed students from the Chrysalis program shall receive a \$300 stipend for the school year.
2. A Handbook will be shared with all staff in the fall of 2013 that includes protocols for such things as special circumstance instructional assistants (SCIAs), communication between staff and staff, staff and parents, and recess duty expectations of SCIAs, etc.
3. Each teacher will be provided with a student profile which will include key areas of the IEP particularly those areas of the IEP the mainstreaming time is serving. Teachers will receive this profile in the beginning of the school year.
4. All efforts within the laws pertaining to IEPs, will be made to excuse teachers from the IEP after the initial introductions and goals pertaining to mainstreaming are completed.
5. In special circumstances when a particular student's IEP, parental requests, or legal issues require teachers giving time that goes beyond what is reasonable, the teacher will be paid extra assignment for additional hours.

*Anneke H. Kete M...*  
 2014 Peterson For Loeta

6/3/2013

Date

*T. T...*  
 For the District

*June 3, 2013*  
 Date

*[Handwritten signatures]*  
*[Handwritten signatures]*  
*[Handwritten signatures]*  
*[Handwritten signatures]*