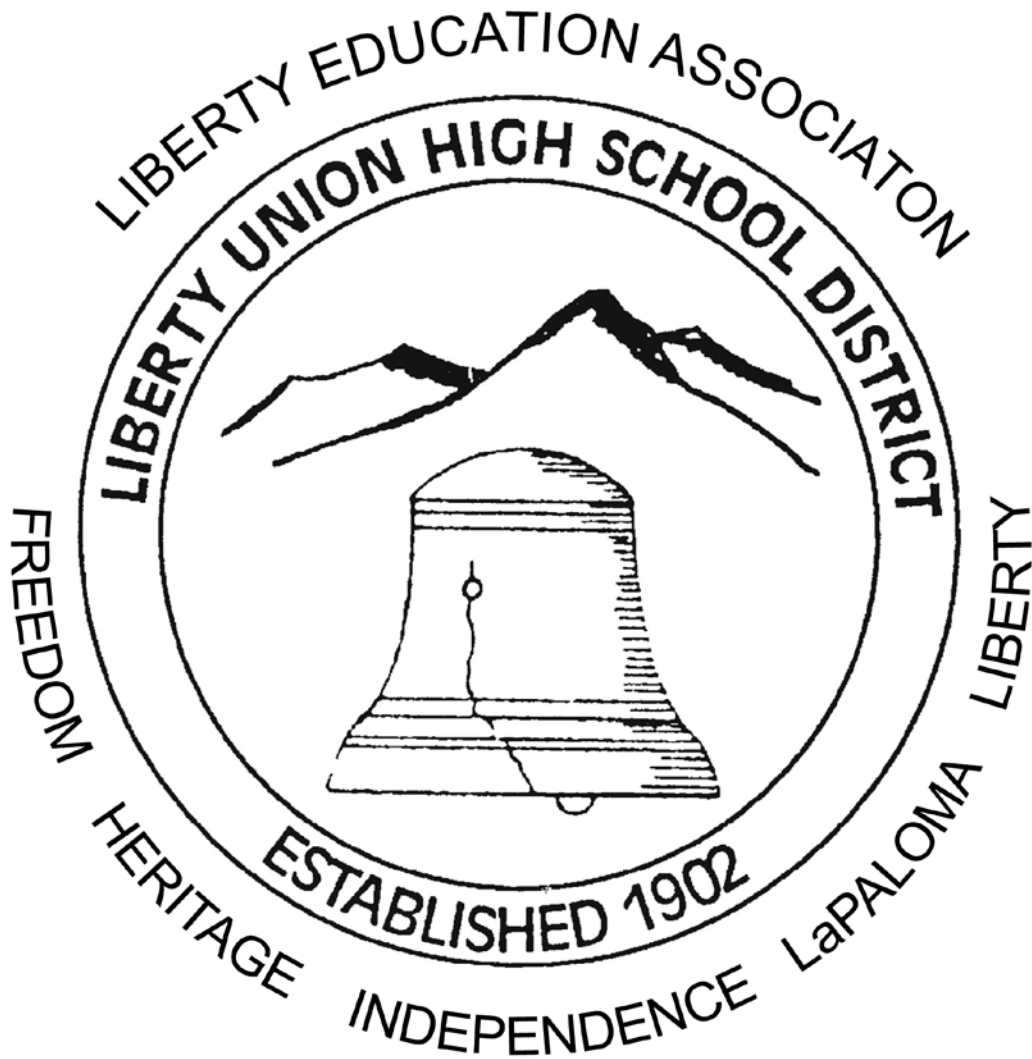


Collective Bargaining Agreement



July 1, 2015 through June 30, 2018

**Liberty Education
Association**

Executive Board:

Hillary Pedrotti, President
Scott Pennington, Vice President
Poppy Holms, Secretary
Michelle Gordon, Treasurer

President:

Hillary Pedrotti

LEA Bargaining Team

John Dodson
Dave Behling
Trina Bradshaw
Chad Dalmas
Julie Phillips
Deborah Souza

Bruce Colwell, CTA Regional UniServ Staff

**Liberty Union High
School District**

Board of Directors:

Yolanda Mendrek, President
Pauline Allred
Joanne Byer
Roy Ghiggeri
Raymond Valverde

Superintendent:

Eric L. Volta

LUHSD Bargaining Team

Denise Rugani
Debbie Matteson
Gina Kroner
Chris Holland
Larry Oshodi
Sandra Guardado

Roy Combs, Legal Counsel

In witness whereof, the parties hereto have executed this Collective Bargaining Agreement this 28nd day of February 2016.



Hillary Pedrotti, President



Eric L. Volta, Superintendent

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TERM

This Agreement is made and entered into on this 1st day of July, 2015 between the Liberty Union High School District (hereinafter referred to as "District") and the Liberty Education Association, an affiliate of the California Teachers Association (CTA) and the National Education Association (NEA) (hereinafter referred to as "Association" or "LEA").

The term of this agreement shall be from July 1, 2015 to June 30, 2018. For the 2017-2018 school year, Articles 12 and 22 in addition to two (2) articles each from LEA and the District (total of six), may be reopened. The District will sunshine on or before the first Board meeting in April of 2017 for the 2017-2018 reopeners.

The District will sunshine in March of 2018 for successor contract negotiations.

Article 1: Recognition

- 1.1 The District recognizes the Association as the exclusive representative of all certificated employees excluding the following:

Management, Supervisory, Confidential and Classified employees

Directors/Assistant Directors paid in accordance with management schedule

Coordinators paid in accordance with management schedule

Consultants

Substitutes

Hourly Teachers

Summer School Teachers that are not members of the Liberty Education Association

Per the Memorandum of Understanding between the Association and the District signed on October 13, 2014, henceforth, Speech and Language Pathologists shall be included in the term “all certificated employees” referenced in this article.

- 1.2 All work regularly, routinely and traditionally performed by members of the bargaining unit represented by the Association shall be reserved to that unit and shall not be subcontracted by the District or diverted to other employees of the district without the express written consent of the Association.
- 1.3 The Association, as the exclusive representative, and the District wish to find ways to problem solve and find mutually agreeable solutions to labor issues not addressed in the Collective Bargaining Agreement through regular meetings between the elected representatives of the Association and the central administration.
- 1.4 The LEA president and the Superintendent will meet during each school year to discuss ways to improve communication and the relationship between the District and the Association. The parties may consider ways to improve the negotiations process, contract administration and ways to avoid disputes under the existing terms of the collective bargaining agreement.

Article 2: Association Rights

- 2.1 All employee organization general membership meetings will be conducted by the Association outside established work hours as defined in Days/Hours of Employment and will be conducted in places other than district property, except when:
 - a) An authorized Association representative obtains advanced permission for use of the facilities from the Principal or designee regarding the specific time and place.
 - b) The Principal or designee can verify that such use of facilities will not interfere with the school programs and/or duties of unit members.
- 2.2 The Association shall have the right to use District equipment at reasonable hours for Association business, provided that such use of equipment will not interfere with the school programs and/or duties of unit members. The Association shall reimburse the District for consumable materials used by the Association.
- 2.3 The Association shall be entitled to place material in the mailboxes and electronic mail of unit members, such material to be accurately identified by the Association and approved by the Association President or designee. Placement shall be made by an authorized Association representative.
- 2.4 The Association shall be entitled to use the bulletin board spaces designated by the Principal.
- 2.5 The Association will not post or distribute information which is derogatory or defamatory to the District or its personnel.
- 2.6 The Association has the right to represent unit members in their employment relations with the District.
- 2.7 The District, upon request by the Association, agrees to furnish to the Association information concerning the financial resources and certificated and classified staffing of the District. The District will provide the information in as timely manner as possible.
- 2.8 Unit members working in year-round schools may be provided release time to attend State/National Teacher Association meetings at no loss of salary or other benefits. The number of participants and the meetings to attend will be mutually agreed upon between the Association President and Site Principal. The Association will pay for the cost of substitutes, if needed.
- 2.9 The Association shall have the right to publicize monthly meetings of the Representative Council. The District will cooperate with the Association to avoid calendar conflicts. Association meetings are held on the first working Monday of the month.
- 2.10 The District shall provide easy, on-site, electronic and hard copy access of Board Policies (BP) and Administrative Regulations (AR) to unit members.

Article 3: District Rights

- 3.1 The exercise of the powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and expressed terms are in conformance with law.
- 3.2 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; determine the time and hours of District operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives, adopt curriculum; ensure the rights and educational opportunities of students; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, evaluate, promote, reprimand, and terminate employees.
- 3.3 The exercise by management of the rights and discretion as described herein shall not be subject to the grievance/arbitration procedure, except when the exercise of such rights conflicts with the specific terms and conditions of this Agreement.

Article 4: Employee Rights

- 4.1 The District and Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, or participate in or in any way support employee organization activities.
- 4.2 To promote and ensure a proper learning environment for all students, the District recognizes the rights of academic freedom, including the rights of teachers to explore divergent points of view, to address controversial issues relative to adopted course content in an impartial and unprejudiced manner and to use resources which do not violate Board policies and regulations. Unit members must refrain from using classroom privileges and prestige to promote personal, political, and/or religious points of view.
- 4.3 The District agrees to work with staff to improve the educational environment and to maintain academic integrity.
- 4.4 The District will inform the Association and unit member of the subject of any administrative initiated interview/meeting which may lead to employee discipline. The unit member will be afforded reasonable time to obtain LEA representation. In circumstances where rights to representation exist, a unit member does not commit insubordination by refusing to participate in a meeting without a representative present. If a meeting is underway and the nature of the meeting changes to one in which the unit member believes he/she has the right to representation, the unit member may interrupt the meeting and request representation, at which time the unit member may be excused from the meeting until representation is available.
- 4.5 Alleged violations of Education or Penal Codes may require an immediate conference and administrative action. Notification will include reason(s) for said meeting and parties involved. The administrator is responsible for recognizing the due process rights of the unit members (See Article 18), which may include a request for time extension, and communicating directly with the unit member as to findings or administrative decisions in a timely manner, normally, within two (2) working days.
- 4.6 Unit members must be employed, promoted, or retained without discrimination or harassment regarding their personal opinions or their scholarly, literary or artistic endeavors.
- 4.7 The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it impacts or prevents the unit member from performing her/his duties.
- 4.8 A unit member shall be entitled to full rights of citizenship, and no legally permissible religious, political or personal activities, or lack thereof, of any unit member shall be used for purposes of evaluation, transfer, disciplinary or dismissal action.
- 4.9 Teaching Conditions
 - 4.9.1 In evaluating a unit member the District shall consider mitigating factors include lack of adequate textbooks, reference books, equipment, supplies, materials, storage space, educational technology, and classroom facilities needed to properly perform her/his assigned duties.

- 4.9.2 The District shall endeavor to make necessary repairs and maintenance of classrooms at a time that will not interfere with the instructional program. The District shall not be expected to make changes in the work shifts of employees responsible for maintenance and repairs. Should the health, safety, or welfare of pupils or unit members be endangered, appropriate action shall be taken by the District to correct the problem.
- 4.9.3 Unit members shall not be expected to use or purchase supplies or personal equipment for their assignment.

4.10 Procedure for Complaints and Concerns of Unit Members

- 4.10.1 Both the Association and the District recognize that, as school citizens, students (as well as their parents) have the right to request redress of grievances without fear of adverse treatment from District employees. Further, the Association and the District believe that the instilment of respect of lawful procedures is an important part of the educational process. Moreover, both the Association and the District desire that complaints be resolved expeditiously without disrupting the educational process.
- 4.10.2 The student/parent will be encouraged to first make the complaint/concern known to the unit member and to attempt to resolve the issue informally and directly. If satisfaction is not reached by the student/parent on an informal basis, the student/parent may take the complaint/concern to the site principal or designee. The principal or designee will attempt to resolve the matter.
- 4.10.3 The District and Association recognize the unique challenges when an anonymous complaint or concern is made about any District employee. A unit member shall not be required to answer an anonymous complaint or concern or attend a meeting related to such complaint or concern until a summary of the complaint/concern is provided to the unit member. Only legally permitted documents may be included in a member's personnel file. A summary of an anonymous complaint will not be provided if precluded by law.
- 4.10.4 The complaint/concern procedure may be terminated at any point by the student's/parent's request.

Article 5: Grievance Procedure

5.1 Definitions

- 5.1.1 A “grievance” is a claim by one or more unit members of the Association that there has been violation, misinterpretation or misapplication of a provision of this Agreement.
- 5.1.2 The “grievant” is the unit member, unit members, or the Association making the claim.
- 5.1.3 A “party in interest” is any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
- 5.1.4 The “immediate supervisor” is the lowest level administrator who has been designated to adjust grievances and who has immediate jurisdiction over the grievant.
- 5.1.5 A “day” is any duty day in which the grievant is required by contract to render service.

5.2 General Provisions

- 5.2.1 Until final disposition of a grievance, the grievant shall comply with the directions of grievant’s immediate supervisor.
- 5.2.2 All documents dealing with the processing of a grievance shall be filed separately from the Personnel File(s) of the participant(s).
- 5.2.3 No party in interest to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.
- 5.2.4 Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the District may extend any time deadline by mutual agreement.
- 5.2.5 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
- 5.2.6 Either party to the grievance may be represented at any step of the grievance procedure by an individual of the party’s choice.
- 5.2.7 Any unit member may at any time present grievances to the District and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement: provided that 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. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Association.

5.3 Procedure

Grievances will be processed in accordance with the following procedures:

5.3.1 Level I-Information Resolution

- 5.3.1.1 Before filing a formal written grievance (Level II), any unit member who believes he/she has a grievance shall present the grievance orally to the immediate supervisor or more appropriate administrator. The administrator shall hold discussions and attempt to resolve the matter after the presentation of the

grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the immediate supervisor or more appropriate administrator.

5.3.2 Level II-Formal Written Grievance

- 5.3.2.1 If the grievance is not settled during the informal conference and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form (Appendix A) within twenty (20) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The written information shall include: (a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this agreement which are alleged to have been violated; (c) A listing of the reasons why the immediate supervisor or more appropriate administrator proposed resolution of the problem is unacceptable; and (d) A listing of specific actions requested of the District which will remedy the grievance.
- 5.3.2.2 The immediate supervisor or more appropriate administrator shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. If the immediate supervisor or more appropriate administrator does not respond within the time limits, the grievant may appeal to the next level.
- 5.3.2.3 Within the above time limits either party may request a personal conference.

5.3.3 Level III-Appeal to Superintendent

- 5.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may within ten (10) days of the receipt of the decision at Level II appeal the decision on the appropriate form to the Superintendent. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.
- 5.3.3.2 The Superintendent shall communicate the decision to the grievant within ten (10) days. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level.

5.3.4 Level IV-Mediation

- 5.3.4.1 If the grievance is not resolved to the satisfaction of the grievant at Level Three, within ten (10) days of delivery to the Grievant of the Level Three decision of the Superintendent, the exclusive representative may, after written notice to the District, request the California State Conciliation and Mediation Service for the appointment of State mediator. Upon appointment of the mediator, mediation shall be scheduled according to availability of the mediator and the parties. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by all the parties to the mediation. All settlement agreements shall be nonprecedential and shall constitute only a settlement of the particular grievance.

5.3.5 Level V-Binding Arbitration

- 5.3.5.1 If the grievant is not satisfied with the decision at Level IV, the grievant may within ten (10) days of the receipt of the decision submit a request in writing to the Association for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level IV, the Association shall inform the District of its intent as to whether or not the grievance will be arbitrated. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the California State Mediation and Conciliation Service (CSMCS) supply a panel of five names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.
- 5.3.5.2 If there is an issue raised regarding the arbitrability of a grievance, the agreed upon arbitrator will hold a hearing first to rule on the arbitrability of a grievance. Once arbitrability has been decided, the same arbitrator will hold a hearing on the merits of the grievance.
- 5.3.5.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 5.3.5.4 The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The Arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.
- 5.3.5.5 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his findings and award.
- 5.3.5.6 The award of the arbitrator shall be final and binding.
- 5.3.5.7 The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.

5.3.5.8 By filing a grievance and processing it beyond Level V, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level V shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

Article 6: Professional Dues or Fees and Payroll Deductions

- 6.1 Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorization deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 6.2 Any unit member who is a member of the Association at the time this agreement becomes effective or who enrolls during the term of the agreement shall maintain such membership year to year unless revoked in writing between July 1 and July 31 of the year in which this agreement terminates irrespective of whether a new agreement is entered into by the aforesaid dates.
- 6.3 Any member of the bargaining unit hired after the date of execution of this Professional Dues Agreement who is not a member of the Association, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments, payable to the Association in lump-sum payments in the same manner as required for the payment of membership dues. The amount of the fee shall not exceed dues, fees, assessments which are legally authorized by Section 3540.1(2). Provided, however, that challenges to the amount charged shall not be grounds for District refusal to deduct and transmit agency fees from any individual to the Association as set forth in this article, and also provided, however, that the unit member may authorize payment through payroll deduction, as provided in Paragraph 1 of this Article, effective November 1, 1984. In the event that a unit member shall not pay such fee directly to the Association or authorize payment through payroll deduction, as provided in Paragraph 1, the Association shall so inform the District and the District shall begin payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Paragraph 1 of this Article. There shall be no charge to the Association for such mandatory agency fee deduction.
- 6.3.1 Section 6.3 shall not apply to any individual who is an employee of the District, whether in a permanent, probationary or temporary capacity, at the time of execution of this Professional Dues Agreement.
- 6.4 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, by payroll deduction, in lieu of a service fee, a sum equal to the service fee to one of the following, nonreligious, non-labor organizations, charitable funds exempt from taxation under Section 501I(3) of Title 26 of the Internal Revenue Code:
- 6.4.1 Liberty Education Foundation
- 6.4.2 Special Olympics

- 6.5 With respect to all sums deducted by the District pursuant to Section. 6.1 and 6.3 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 6.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 6.7 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) working days or more after such submission.
- 6.8 By authorization of the governing board, the District shall also provide payroll deduction services for: tax sheltered annuities, income protection, life insurance, medical and dental insurance and credit union payment.
- 6.9 The Association agrees to indemnify and hold the District harmless against all legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the Agency Fee provisions of this Agreement, or in the dismissal of any certificated employee pursuant to the Agency Fee Provision of this Agreement. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in this paragraph shall or shall not be compromised, resisted, defended, tried or appealed.

Article 7: Hours & Days of Employment

- 7.1 The hours of employment for unit members shall include the minimum number of instructional minutes to allow the District to receive the incentive funds from the State of California pursuant to Education Code Section 46201(a)(3). It is the intent of the District and the Association to comply fully with Section 46201 of the Education Code, and that the definition of instructional time conforms to the law.
- 7.1.1 Provision of 7.1 shall be in effect in any school year in which the District receives any funding, partial or complete, to take advantage of the incentive contained in Section 46201 of the Education Code SB 813 (1983).
- 7.1.2 One of the purposes of this Article is to allow the District to take full advantage of the incentives contained in Sections 46200 through 46203 of the Education Code added by SB 813 (1983), Chapter 49 of the Statutes of 1983.
- 7.1.3 It is also the intent of the parties to offer no less instructional time in any year than the amount of instructional time fixed for the 1982-83 school year (Section 46202 of the Education Code).
- 7.2 The on-site duty hours for all full-time unit members shall be seven (7) hours and ten (10) minutes, including a duty-free thirty (30) minute lunch period, which shall not include the student passing period. Unit members shall be on duty fifteen (15) minutes prior to the regular beginning of the student school day and ten (10) minutes after the end of the student school day or unit members shall be on duty ten (10) minutes prior to the regular beginning of the student school day and fifteen (15) minutes after the end of the student school day. At the comprehensive high school sites, the basic regular school day shall include four (4) or six (6) periods totaling no less than three hundred forty-five (345) instructional minutes. Class time periods may be modified by the principal and/or his/her designee to allow for minimum days, activity schedule, school-wide student scheduling, and testing.
- 7.2.1 Archived (see Appendix D).
- 7.2.2 Unit members who are assigned to work a part-time assignment will be on campus for the pro-rated portion of the standard full-time work day of three hundred ninety-five (395) minutes (six [6] hours and thirty five [35] minutes plus a thirty [30] minute duty free lunch). Time on campus for preparation will be a percent equal to the percent of instructional time taught that day. Part-time teachers working less than a full day may choose to take their thirty (30) minute duty free lunch outside of the work day.
- 7.2.3 Non-classroom unit members will coordinate the scheduling of their thirty (30) minute duty free lunch with their supervisor.
- 7.3 In the basic regular school day, full-time unit members serving in classroom teaching assignments shall have no more than five/three (5/3) periods assigned with students and the sixth/fourth (6/4) period shall be a preparation period. Full-time regular unit members in classroom teaching assignments shall receive one (1) preparation period contained within the workday. Librarians, Counselors or other unit members without regularly assigned classroom assignments will have no instructional preparation period, but will be allowed the right to reasonable time during the day. Occasional off-site use of the preparation period, for a personal necessity (as defined in Article 9 – Leaves), is allowable with notification of the principal and/or his/her designee.

- 7.3.1 Up to 7.5 percent of the teaching staff per comprehensive high school site may teach an extra period on a voluntary basis for pro rata remuneration. Beyond 7.5 percent, the District will consult with the Association and the affected unit members before implementation.
- 7.3.2 No teacher may teach an extra two periods for longer than 6 weeks. This may only occur if an emergency situation exists such as with a specialized course, a course with specialized equipment, or a long term leave of absence. The emergency situation will be deemed as such by administration and will notify LEA if such a situation exists.

7.4 Optional Schedules

- 7.4.1 Prior to implementing an alternate schedule, the District will consult with the Association to determine starting and ending times and to ensure that on-duty time is consistent with the time requirements of 7.2.
 - 7.4.2 If a Zero (0) period is added to the schedule by the District, unit members may volunteer to teach the Zero period. The Zero period would count as one of the standard periods of a teaching assignment. On both the 4x4 (a.k.a. collegiate block) and the A/B block-schedules, the Zero period would start at the beginning of the school year and conclude at the end of the school year. A Zero period shall not be longer than half the longest period in the normal schedule, nor shall it be shorter than half the shortest period in the normal schedule. In no case shall a Zero period result in a student day that is less than two hundred forty (240) minutes. A Zero period teacher is responsible for meeting the hours of employment in Article 7.2 and attending faculty and department meetings as specified in Articles 7.6.1 and 7.6.2.
 - 7.4.3 A school site, by a sixty percent (60%) majority of certificated unit members voting, may recommend that the Board of Education change the number of periods in the basic regular school day in order to provide flexible/modular scheduling. This includes blocks of time such as Advisory/Tutorial, etc. This recommendation shall be made, in writing, before March 1st in the school year prior to the year of implementation. (See Appendix E for May 18, 2012 arbitration)
- 7.5 If deemed necessary by the principal and/or his/her designee, unit members may be used for providing temporary replacement services during their preparation period for a temporarily absent unit member. Such unit members so utilized will be paid his/her hourly per diem for these services. The District will strive to obtain paid substitute replacements for temporary absences. The principal and/or his/her designee will attempt to distribute temporary replacement assignments equitably, unless an emergency exists, and provide notification during the previous workday. The principal and/or his/her designee shall keep a log of these assignments for inspection by unit members.
- 7.5.1 Unit members teaching in continuation schools shall be compensated for a lost preparation period in the manner described in Article 7.5

7.6 The length of duty hours may be extended of the following purposes:

- 7.6.1 Once per month attend regular faculty meetings of one and one-quarter (1 ¼) hours, or less, time period. Emergency or urgent, single issue faculty meetings may be called by the principal, as needed. Such meetings are voluntary and to be restricted to one-half (1/2) hour,

or less. Staff members unable to attend these special faculty meetings have the responsibility of securing the information from the principal, or designee, within a reasonable time period.

- 7.6.2 Attend regularly scheduled department meetings once per month. Attend additional meetings when such meetings are determined necessary by the department chair. Such meetings are voluntary and are to be restricted to one-half (1/2) hour, or less. Unit members unable to attend these special department meetings have the responsibility of securing the information from the department chair, or designee, within a reasonable time period. Unit members are encouraged to attend regularly scheduled small learning community (SLC) meetings as frequently as monthly. Members unable to attend SLC meetings have the responsibility of staying informed on the matters discussed by communicating with the SLC Coordinator prior to the next SLC meeting.
 - 7.6.3 Attend administrative and/or parent member conferences initiated by the administration provided a twenty-four (24) hour notification is given. Meetings with administrators or parents before or after the contract day will be at a time mutually agreeable to the parties, but no longer than five (5) days from the parent request. Unit members would not be expected to arrive more than thirty (30) minutes before contract time or stay beyond sixty (60) minutes after contract time. (For alleged violations of Education or Penal Codes see Article 4.5)
 - 7.6.4 Part-time unit members working less than three (3) periods per day will, at the beginning of the school year, calendar with their administrator the contractual meetings they will attend. Meeting obligations will be equivalent to the pro-rated portion of their FTE.
 - 7.6.5 On days when, in order to attend contractual meetings, part-time unit members working less than three periods per day and who are on site all day, will be compensated for a full day of work. Such unit members, working a split shift, will be available to substitute for a class as needed.
- 7.7 Instructional Days: The number of instructional days for which unit members will work and shall be paid is expected to be one hundred eighty (180) days at all instructional levels in the regular programs of the District. Any reduction by the District in the expected instructional days shall not effect compensation for the agreed upon work year.

Non-Instructional Days/Staff Work Days (SWD): The number of non-instructional/SWD days shall be three (3) in the work year, one (1) prior to the start of the school year, one (1) on the last work day prior to the winter break, and one (1) on the last work day prior to the summer break. If one (1) or more non-instructional days are placed before the first student day, one afternoon of a non-instructional day/SWD will be used for classroom preparation by the unit members. The non-instructional/SWD days shall be days worked in addition to the one hundred eighty (180) instructional days.

Professional Development Days: Unit members will work two (2) professional development days. The salary schedule increase for each additional day shall be as set forth in Article 12.

The work year will be as follows:

Teachers= 185
Speech Pathologists 188
Counselors=189
Psychologists = 191
Librarians= 194

- 7.8 First year unit members shall be compensated at the unit member hourly rate for days over their work year. First year unit members shall be required to work no more than (2) two days more than their work year.
- 7.9 The district may plan an evening activity (for example, Open House or Back to School Night) for both fall and spring semester/term, the duration of which is to be a maximum of two (2) hours each. Administration will include unit members in the planning of said activities. Said activities are to be followed on the next instructional day by:
- a) A minimum day bell schedule with students released after logging the minimum two hundred forty (240) instructional minutes. Following their thirty (30) minute duty free lunch, unit members will be given a preparation period for the remainder of the work day. Units with in the school may choose to meet and encourage their members to attend, but member participation is voluntary.
- 7.9.1 If the District or site administration determines the need to hold a mandatory meeting related to district or site Federal Program Improvement or State Underperforming School status, that meeting will commence ten (10) minutes after students are dismissed, as long as approximately eighty percent (80%) of the unit members are present. The parties are committed to begin such meetings as soon after student dismissal as possible. If travel is involved for a district-wide meeting, the meeting will start as soon as approximately 80% of the unit members are present. The meeting will be confined to no more than one hour. Unit members will be allowed to have a shortened work day and be released at the conclusion of the meeting. If unit members choose to take their duty-free lunch, it will follow any meeting convened pursuant to this section.
- 7.9.2 Unit members at alternative school sites where the schedule does not allow for minimum days, such as La Paloma, will receive the current district hourly rate for the hours they work at said evening activities.
- 7.10 Nothing in this section prohibits the District from contracting with unit members to work more or less than the work year defined above.
- 7.11 The District shall meet and confer with representatives of the Association prior to adoption of the work calendar by the Board. No calendar will be adopted by the Board which exceeds the number of days specified in 7.7 and 7.8. The work year shall not be modified unilaterally by the District.
- 7.12 The parties understand and agree that Chapter 498 of the Statutes of 1983 has amended Education Code Sections 46142, 46144, 46145 and 45147. It is the intent of the District and the Association to comply fully with Sections 46141 through 46147 of the Education Code.

Article 8: Safety Conditions

- 8.1 Unit members shall cooperate with management in maintaining good classroom management and safety practices in all facilities. The Association (LEA) is urged to supply a minimum of four (4) members to the District safety committee. The members selected should be from each comprehensive site and one representing alternative sites.
- 8.2 Unit members will report in writing on the work order form, except in emergencies, to their immediate supervisor, any condition which poses a threat to the safety of any person associated with the District. In the case of an unsafe or unhealthy condition so extreme as to warrant immediate evacuation from the work site, the unit member shall do so and shall immediately contact an administrator, who shall then determine the appropriate action to be taken.
- 8.3 Within ten (10) school days of the report by the unit member, the District shall provide the unit member with a copy of the work order indicating whether or not the work was approved or denied.
- 8.4 The District will investigate such reports and take appropriate actions to correct these conditions found to be unsafe or unhealthy. Standards established by State law shall prevail.
- 8.5 Unit members shall immediately report cases of assault and battery suffered by them in connection with their employment to their principal or other immediate supervisor who shall immediately report the incident to the police.
- 8.6 Reported cases of assault shall become a matter of District record as soon as possible and shall be dealt with under the terms of the Education Code.
- 8.7 Verbal abuse and threats of violence by students as defined by Penal Code §422 shall also be reported and dealt with under the terms of the Education Code.
- 8.8 Unit members shall immediately report cases of age harassment, sexual harassment, and harassment due to disability to their principal or other immediate supervisor who shall immediately report the incident to the office of Human Resources.
- 8.9 The District Health and Safety Committee also known as the Labor Management Health Committee will have the authority to create a new, and/or modify the existing Injury, Illness and Prevention Plan. This will be done by majority vote and shall be subject to governing Board approval. Prior to presentation to the Board, the Association shall be notified. The Committee shall establish guidelines for its operation. Those guidelines must include the following provisions at a minimum:
 - 8.9.1 The chairperson of the Committee shall be elected by its members.
 - 8.9.2 Association representatives shall be composed of a unit member elected by the unit members from each site. Should a unit member serving on the Committee transfer to another site or leave the District, a replacement shall be elected from the site with the vacated position by the unit members from that site.
 - 8.9.3 The Committee shall also include one administrative representative from each school within the District selected by the Superintendent, one representative member appointed by the classified employee union from each school site and the District maintenance representative.

- 8.9.4 Unit members serving on the Committee shall be provided release time to attend the meetings if set during working hours.
- 8.9.5 The Committee shall determine its meeting times and all meetings shall be open to the public. The Committee's agendas will be publicly posted. Unit members shall not be denied personnel necessity leave to attend Committee meetings, provided they have permission of the Principal, special information on matters before the Committee and the elected representatives are not able to bring the information themselves.
- 8.9.6 When an issue is brought before the committee, a plan to remediate the problem must be completed within four (4) weeks.
- 8.9.7 When an issue involving the operation of the District is brought before the Committee, when appropriate, a plan to remediate the problem will be developed by the District.
- 8.9.8 The Committee will acknowledge receipt of issues brought to it by individuals.

Article 9: Leave of Absence

9.1 General Provisions

- 9.1.1 All absences from regularly assigned duties shall be approved by the Board of Education, Superintendent or other management personnel designated by the Superintendent. All absences shall be approved in advance, unless otherwise specified in this contract.
- 9.1.2 Absences taken without approval shall be considered absences without leave. Unit members taking absences without leave shall be subject to written reprimand and loss of pay. Repeat abuses of absence without leave subject the unit member to loss of pay, reprimand and/or dismissal.
- 9.1.3 Immediately upon return to work following any leave, the unit member shall complete the District's Leave Form.
- 9.1.4 It is agreed that unit members are entitled solely to those leave benefits which are a part of this agreement.
- 9.1.5 The District shall be in compliance with state and federal Family Leave Acts.
- 9.1.6 A unit member may use compensatory time to buy back service credit to meet the seventy-five (75) percent of the days in his/her normal work year required to advance on the salary schedule.

9.2 Personal and Family Illness and Injury Leave

- 9.2.1 Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal or family illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours for a full-time unit member in a comparable position.
- 9.2.2 If a unit member does not utilize the full amount of sick leave in any school year, the amount not utilized shall be accumulated from year to year.
- 9.2.3 After all earned sick leave is exhausted, additional non-accumulative leave shall be available for a period not to exceed five (5) months. The maximum amount deducted for leave purposes from the unit member's pay shall be the long-term substitute rate.
- 9.2.4 The District may request written verification of illness by a medical doctor for any absence of five (5) days or more in which illness is claimed and sick leave is used; provided, however, that if more than twenty (20) percent of the certificated staff is absent on a particular day and illness is claimed and sick leave is used by them, the District may request written verification of illness by a medical doctor for said absences on said day.
- 9.2.5 If requested, it shall be the unit member's responsibility to present a physician's statement certifying the unit members' fitness to return to full-time duty after serious physical or mental illness.

- 9.2.6 Whenever possible, a teacher must contact the District Substitute Service as soon as the need to be absent is known. Except in emergency situations for which the District may require proof, teachers shall contact the District Substitute Service as required in existing school policy.
- 9.2.7 Deduction from accumulated illness leave of a unit member shall be made in increments of one-fourth (1/4) of each day.
- 9.2.8 A monthly statement of accumulated sick leave shall be provided by the District to each member of the bargaining unit on their monthly pay stub.

9.3 Personal Necessity Leave

- 9.3.1 Accumulated days of leave of absence for illness may be used by the unit member for reasons of personal necessity, but shall be limited to a total of seven (7) days in each school year.
- 9.3.2 Personal necessity shall be defined as personal business that cannot be conducted outside of normal working hours and which is not covered under other leave provisions of this Agreement.
- 9.3.3 Prior approval shall not be required for personal necessity leave under the following circumstances:
 - a) Death of a member of the immediate family.
 - b) Accident involving his/her person or property of the person or property of his/her immediate family.
 - c) Victim of burglary or other serious felonies.
 - d) Victim of flood, earthquake, or fire, or other disasters.
 - e) Birth of child.
 - f) Death of a personal friend or relative not included in the definition of immediate family.
 - g) Travel delays when using public transportation for out of town travel.
- 9.3.4 All other personal necessity leaves require forty-eight (48) hour advance approval of the unit member's principal, except in situations that preclude advance notice. The unit member shall give the principal a reason for the requested leave in general terms (for example, family hardship, medical or legal).
- 9.3.5 In all cases, whether or not advance approval is required, unit members shall complete the District's Absence Form verifying that the member's use of leave was for personal necessity, as defined above, and that such leave has not been used for recreational purposes, extension of holidays or vacations, work stoppages, or matters of purely personal convenience.
 - 9.3.5.1 Absences that have been used for recreational purposes, extension of holidays or vacations, work stoppages, or matters of purely personal convenience shall be subject to loss of pay, except those used under article 9.3.8.1

- 9.3.6 For purposes of personal necessity leave, “members of the immediate family” shall be those persons enumerated under Bereavement Leave.
- 9.3.7 In the case of an extreme emergency where the employee has used up his/her personal necessity leave, the District may at its discretion allow the employee to utilize unused paid sick leave. The District shall itself determine whether an extreme emergency exists.
- 9.3.8 Unit member requests for personal necessity as defined in 9.3 will be granted except in cases of District hardship and/or emergency.
 - 9.3.8.1 Of the seven (7) Personal Necessity leave days set forth in Article 9.3.1, a unit member may use up to three (3) days each school year for reasons of compelling personal importance not covered in articles 9.3.2. and 9.3.3 the unit member is not required to give a reason for the absence, but must give advance notice in writing.

9.4 Bereavement Leave

- 9.4.1 A unit member shall be granted a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, without loss of pay on account of death of any member of his/her immediate family. In-state leave may be extended up to five (5) additional days if the death of an immediate family member as defined by 9.4.2 occurs more than 300 miles from the unit member’s personal residence. Unit members must indicate the relationship of the deceased to the employee on the District absence form.
- 9.4.2 For purposes of bereavement leave, “members of the immediate family” shall be defined as the spouse, domestic partner, immediate family of domestic partner, parent, foster parent, stepparent, stepchild, mother-in-law, father-in-law, son, son-in-law, daughter, daughter-in-law, grandparent, grandchild, step grandchild, aunt, uncle, niece, nephew, sister, brother, brother-in-law, sister-in-law, cousin, or any relative living in the unit member’s immediate household.
- 9.4.3 A unit member shall be granted a leave of absence, not to exceed eight (8) days if international travel is required without loss of pay on account of a death of a member of his/her immediate family as defined as a spouse, domestic partner, immediate family of domestic partner, parent, foster parent, stepparent, stepchild, mother-in-law, father-in-law, son, son-in-law, daughter, daughter-in-law, grandparent, grandchild, step grandchild, sister, brother, brother-in-law, sister-in-law.
- 9.4.4 Unused bereavement leave may not be accumulated from year to year and will be used for the immediate grieving of the unit member and /or the planning for, and attending of services or memorials, whenever they may occur.

9.5 Leave For Pregnancy Disability (see also 9.6)

- 9.5.1 Unit members who are working are entitled to use personal illness and injury leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence for other illness

or medical disability. If sick leave is exhausted, unit members may take pregnancy disability leave under the terms of Education Code Section 44977 which provides for payment of the unit member's salary less the pay of a substitute. Such leave shall not be used for child, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District Superintendent may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the District at District expense.

9.5.2 When sick leave or leave under the terms of Education Code Section 44977 (above) has been exhausted, unit members are still entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery there from. The date on which the unit member shall resume duties shall be determined by the unit member on leave and the unit member's physician; however, the District Superintendent may require verification of the extent of disability through a physical examination of the unit member by a physician appointed by the District.

9.5.3 The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

9.6 Childcare Leave For Childbirth, Adoption and/or Foster Care Placement of a Child (see also 9.5)

9.6.1 Unit members may request leave to bond with her/his child within one (1) year of the birth, adoption or foster care placement. The unit member shall be entitled to up to twelve (12) weeks of unpaid leave with benefits at the level at which the unit member was receiving benefits at the time the leave commenced. Any leave beyond twelve (12) weeks shall be without pay or benefits.

9.6.2 Childcare leave shall be granted when the following conditions have been met:

- a) The unit member shall notify her immediate supervisor in writing no later than ninety (90) days prior to the tentative dates on which leave shall begin and end.
- b) The unit member shall establish a specific date for return to duty, which shall be subject to approval of the Superintendent or designee.

9.6.3 The unit member on leave shall be returned to her former position or, if not available, an equivalent position within her field of competency.

9.6.4 A childcare leave is granted without pay, but with benefits at the level the unit member was receiving benefits prior to the leave for up to twelve (12) weeks. A unit member may extend her/his leave beyond the twelve (12) weeks without pay or benefits and the unit member may elect to continue medical and dental insurance coverage during the extended portion of the leave at her/his own expense.

9.6.5 A unit member returning from maternity leave shall be placed on the schedule at the same position held at the commencement of the leave. The unit member shall be eligible for an increment step if she is in active employment in her position for seventy-five (75) percent of the days in her normal work year.

9.7 Adoption Leave

- 9.7.1 A unit member may be granted leave of absence without pay or benefits for a semester or school year for the purpose of caring for a newly adopted child who is less than five (5) years of age.

9.8 Industrial Accident Leave

- 9.8.1 Unit members will be entitled to industrial accident leave for personal injury which has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund.
- 9.8.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident. Regular illness and injury leave shall commence after industrial accident leave is exhausted.
- 9.8.3 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 9.8.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the unit member would have received as had there been no industrial accident or illness.
- 9.8.5 If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness provided above, the District shall deduct from the unit member's warrant the amount of such disability indemnity actually paid to and retained by the unit member.

9.9 Judicial Leave

- 9.9.1 Unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as litigant, for reasons not brought about through the connivance or misconduct of the unit member. Except in cases of emergency, the unit member shall submit a copy of a legal, such as a jury summons, requiring the unit member to be present at court to the Assistant Superintendent of Human Resources, as soon as it is received. In every case a copy of the legal notice shall be submitted to the Assistant Superintendent of Human Resources no later than (5) work days before the required appearance.
- 9.9.2 While serving jury duty, the unit member shall receive his/her regular earnings.
- 9.9.3 Unit members who appear for jury duty at a court that is more than twenty (20) miles away from their site of employment shall be granted the full day of paid leave, regardless of whether they serve. The jury attendance verification form provided by the court shall serve as a verification for this absence.

9.10 Sabbatical Leave

9.10.1 After seven (7) consecutive years of continuous service with the District, unit members may be granted sabbatical leave for the purpose of study or travel which will benefit the students, school and community. Unit members may apply for a full-year or one-semester sabbatical. The rate of compensation for certificated unit members on sabbatical leave may be one-half of the unit member's salary at the time of the leave or the difference between the unit member's salary and the salary of a substitute employee in the position which the unit member held prior to the granting of the leave, whichever is less. No more than five (5) percent of the certificated staff shall be granted a sabbatical in a given year. The application, screening, and granting procedures for a sabbatical leave shall be in accordance with the regulations approved by the Governing Board.

9.11 Other Leaves of Absence

9.11.1 Upon recommendation of the Superintendent and approval by the Board of Education, leave without compensation, benefits, increment, seniority or tenure credit, may be granted for a period of up to two (2) school years for purposes of government service in an elected public office and for a period of one (1) school year for care of a member of the immediate family who is ill, for long-term illness of a unit member, or for professional study or research.

9.11.2 The application for and granting of such leaves of absence shall be made in writing prior to March 1 of the year preceding the leave. A unit member may revoke any request made for a leave of absence up to the point where District reliance on the application for leave would work to the District's detriment. In addition, a unit member on such leave shall notify the Superintendent's Office by February 1 of the school year in which the member is scheduled to return to work as to an intent to return to employment in the District. Failure to so notify will be considered an abandonment of position. In emergencies, the District may waive compliance with these deadline dates.

9.12 Catastrophic Leave Bank

The Association and the District agree to create a Catastrophic Leave Bank ("the Bank") to assist unit members who suffer from a catastrophic illness or injury and have exhausted all available fully paid leaves. The Bank shall be implemented at the beginning of the work year following ratification of this Agreement. Unit members shall be allowed to donate and accept eligible leave credits from the Bank according to the following provisions:

9.12.1 Definitions:

9.12.1.1 "Catastrophic illness or injury" means an illness or injury that:

- a) is expected to incapacitate the unit member for an extended period of time, or that
- b) incapacitates a member of the unit member's immediate family, which incapacity requires the unit member to take time off from work for an extended period of time to care for that immediate family member, and
- c) written verification from a medical doctor of the catastrophic illness or injury along with an estimate of the duration of the illness or injury.

9.12.1.2 "Sick Leave" means earned and accumulated sick leave accrued to the donating unit member. The term "sick leave" does not include rights to differential pay under Educations Code sections 44977 or 45196.

9.12.1.3 “Immediate Family Member” means the spouse, children, parents, spouse’s parents, children’s spouses, or any person living in the unit member’s household as a dependent of the unit member.

9.12.1.4 “Day” for purposes of Article 10.12 regarding Catastrophic Leaves only, means any day a unit member is expected to be on duty. Days shall be contributed to the Bank and withdrawn from the bank in whole day increments.

9.12.2 Leave Credit Donations and Use

9.12.2.1 All unit members on active duty with the District are eligible to contribute to the Bank. Sick leave may be donated by unit members to the Bank in increments of one (1) sick day per school year. Participation in the Bank is voluntary, but only contributing unit members may withdraw from the Bank. Unit members may apply to receive sick leave days from the Bank for a catastrophic illness or injury if all of the following requirements are met:

- a) The unit member submits a written request to the Bank’s Joint Committee, delineated below, to withdraw sick leave credits from the Bank. The unit member must provide written verification from a medical doctor of the unit member’s or the unit member’s immediate family member’s catastrophic injury or illness. If a unit member is incapacitated, applications may be submitted to the Joint Committee by the unit member’s agent or family; and
- b) The Joint Committee determines that the unit member is unable to work due to the unit member’s or his or her immediate family member’s catastrophic illness or injury; and
- c) The unit member has exhausted all of his or her earned and accrued sick leave days available as defined in 9.2.1 and 9.2.2; and
- d) The unit member has donated at least one (1) day to the Bank; and
- e) The unit member’s catastrophic illness or injury is not one which qualifies the unit member for worker’s compensation benefits. If the unit member has exhausted all workers’ compensation benefits and sick leave, the unit member may apply to withdraw from the Bank. However, if any worker’s compensation checks for temporary benefits are received by the unit member, the unit member must sign such checks over to the District and the District shall reimburse the Bank with the amounts of days equivalent to the amount of the check; and
- f) No unit member may receive sick leave credits from the Bank that would result in an absence from work for more than twelve (12) consecutive months.

9.12.2.2 Unit members may obtain a maximum of thirty (30) days of sick leave credits from the Bank in increments of one (1) day.

9.12.2.3 Days withdrawn from the Bank shall be at the unit member’s full salary and benefits.

- a) Once a unit member has utilized thirty (30) days of sick leave from the bank, the unit member must re-enroll in the Bank at the next open enrollment period, provided the unit members has accumulated twelve (12) sick leave days and wishes to re-enroll.

- 9.12.2.4 Any rights to differential pay that unit members have under statute or this Agreement shall accrue after the unit member has used all sick leave credits.
- 9.12.2.5 The Joint Committee has the authority to grant or deny sick leave credit requests.
- 9.12.2.6 If the Bank does not have sufficient days to fund a sick leave credit request, the Joint Committee is under no obligation to pay the sick leave credits to unit member who are eligible.

9.12.3 Administration of the Bank

- 9.12.3.1 The Bank shall be administered by a Joint Committee comprised of four (4) members: two (2) appointed by the LEA and two (2) appointed by the District. The Joint Committee shall establish their own rules of procedure and shall abide by strict rules of confidentiality.
- 9.12.3.2 All requests for withdrawal from the Bank shall be submitted to the District's administrator of Human Resources. The Joint Committee shall be responsible for verifying the validity of requests and approving or denying requests. When the Joint Committee approves or denies a withdrawal request, the decision shall be communicated confidentially and in writing to the unit member and the District's administrator of Human Resources. Decisions of the Joint Committee should be made within ten (10) days of receipt of the withdrawal request.
- 9.12.3.3 By October 20th of each school year, the District shall notify the Joint Committee of the following:
 - a) The total number of days available in the Bank as of September 30th of the current school year.
 - b) The names of participating unit members.
 - c) The total number of days contributed for the current school year.
- 9.12.3.4 In order to join the Bank, a unit member shall contribute at least one (1) day of the unit member's accrued or accumulated sick leave to the Bank. All contributions are irrevocable.
- 9.12.3.5 Unit members may join the Bank during the open enrollment period from July 1st through September 30th of each school year. Unit members who are newly hired or returning from extended leave after the open enrollment period will be permitted to join the Bank within thirty (30) calendar days of beginning work.
- 9.12.3.6 Unit members who elect not to join the Bank upon first becoming eligible shall have a waiting period of sixty (60) days after joining the Bank before becoming eligible to withdraw from the Bank.
- 9.12.3.7 The Bank must have a minimum of seventy-five (75) days contributed to it in order to begin its initial operation.
- 9.12.3.8 Once the Bank has begun its initial operation, should the number of days in the Bank fall below forty (40), all unit members who wish to continue as Bank participants shall be required to contribute one (1) day to the Bank. A unit

member who fails to make a required contribution shall have his/her membership in the Bank cancelled and any sick leave previously donated shall not be returned to the unit member.

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

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

9.12.3.11 If the Bank is terminated for any reason, the days remaining in the Bank shall be credited back to the current participating unit members proportionately.

9.12.4 The decisions of the Joint Committee shall be final and not subject to appeal. The provisions of Article 9 pertaining to the Catastrophic Leave Bank shall not be subject to the grievance process.

9.13 Military Leave

9.13.1 A current unit member will be granted paid leave status when called to active duty and deployed in a manner that renders him/her unavailable to fulfill his/her normal duties during a time of armed conflict involving the armed forces of the United States.

9.13.1.1 The District will be obligated only for the pay differential between the unit member's salary and the salary received for his/her military service.

9.13.1.2 It will be the unit member's responsibility to provide the District with the documentation of the salary received for his/her military service

9.13.1.3 Within thirty (30) days of receiving documentation from the unit member, the District will pay the unit member the salary differential, if any, from the beginning of the unit member's paid service on active duty for a period of up to one (1) year.

9.13.2 A unit member who is a reserve member of the armed forces working less than a twelve (12) month school year is requested to arrange for active duty for training during school vacation periods whenever possible.

9.13.2.1 A claim of extenuating circumstances necessitating active duty for training during other periods shall be presented to the Superintendent or his designee.

9.13.3 The District shall abide by the provisions of the applicable state and federal laws regarding military leave.

9.13.4 The Employer will make STRS contributions in accordance with differential pay actually received from the District while on military leave in order that the unit member will receive service credit.

Article 10: Assignments, Reassignments, Transfers

10.1 Definitions

- 10.1.1 References to site, school site and work site mean a geographic location such as: Liberty High, Freedom High, La Paloma, Heritage High, Independence High, and District Office.
- 10.1.2 Seniority is defined as the unit member's initial date of service in the bargaining unit.
- 10.1.3 For purposes of this article, "assignment" is the designation of a specific position or responsibilities within a school or department or work location. "Assignment" includes the initial placement of a newly employed unit member in a specific school or work location as well as the change of a unit member's position or responsibilities within the same school or department or work location. "Assignment" does not include any extra-curricular duty.
- 10.1.4 For purposes of this article, "reassignment" shall be defined as a change to a different program and/or a movement from one work site to another work site which results from certificated layoffs pursuant to Education Code Section 44955 and which may be necessary to assure the retention of certificated employees with seniority greater than those laid off. This definition specifically excludes any transfer or change in program assignment which does not result from the District's obligation to reassign pursuant to Section 44955 of the Education Code.
- 10.1.5 For the purposes of this article, a "transfer" shall consist of a change in work site of a member of the unit from one school or work site to another school or work site within the District. Such a transfer does not encompass the process of assignment or a specific position and responsibilities within the school or department or work site. A transfer may be initiated by a unit member ("voluntary") or by the District ("involuntary").
- 10.1.6 A "vacancy" is a new position, an opening arising from a resignation, retirement, or termination, any position to which a unit member is not assigned or which is not committed for purposes of leaves, unresolved involuntary transfers or layoffs.
- 10.1.7 A roving teacher is one whose contracted position is more than one (1) work site on a daily basis or one who teaches in three (3) or more different rooms per day at a single work site.
- 10.1.7.1 A roving teacher is not required to do substitutions on his/her preparation period.
- 10.1.7.2 After two (2) years as a roving teacher, that individual shall either be assigned a work schedule that does not fit the definition of a roving teacher or that person shall not be asked to, nor required to, do substitution duty on his/her preparation period.
- 10.1.7.3 The district shall provide daily transportation between work sites or shall pay the employee the current County Approved rate of travel per mile for one (1) way travel between work sites.

Example: Unit member works at site A in the morning and site B in the afternoon. Unit member will be paid mileage to travel from site A to site B. This mileage will be calculated by using the most direct and mutually agreed upon

route. If unit member is required to return to site A, the unit member will be reimbursed for the return trip.

- 10.1.7.4 Roving and displaced unit members shall be provided adequate facilities dedicated to staff in order for unit members to conduct their professional duties, including, but not limited to, confidential conversations and grading/updating grade books.

10.2 Vacancies

- 10.2.1 A vacancy is any unit position to which a unit member is not assigned. This includes newly created positions and those arising from a resignation, retirement, or termination.
- 10.2.2 When filling a vacancy, the District will post positions electronically to all unit members. The job announcement will include the timeline for filing applications and a brief statement describing the vacancy.
- 10.2.3 The District shall, upon request by a unit member, notify that unit member by mail of any posted openings which may arise during the summer recess or during the member's period of leave. The unit member's request shall be in writing and must include a mailing address.
- 10.2.4 If a unit member is not selected for a position for which he/she applied, the District, upon request by the unit member, shall provide reasons for the decision.

10.3 Assignments and Change of Assignments

- 10.3.1 The principal shall assign bargaining unit members. In making assignments, the principal shall consider the unit member's training, experience, major and minor fields of study, competencies, credentials, and advanced degrees. A unit member may request the reasons for an assignment or change of assignment.
- 10.3.2 Once each school year, a unit member shall submit a District "Certificated Assignment Preference Form." To the extent possible, the principal shall consider a unit member's preferences in making assignments.
- 10.3.3 If a non-classroom position within the bargaining unit is created or becomes available after school begins, the District will post positions electronically to all unit members. The deadline dates shall not be less than five (5) working days after the date of posting. A final assignment of any such position shall not be made until after the deadline date.
- 10.3.4 Unit members will be notified by site administration of their tentative teaching assignments for the next semester/term prior to the last day of the current semester/term.

10.4 Reassignment

- 10.4.1 Any unit member scheduled to be reassigned shall be entitled to a written notice of such reassignment within ten (10) calendar days of the effective date of such reassignment; and in addition, upon request will be entitled to a conference with the principal and the Superintendent regarding the reassignment, at which time the unit member will be provided with the reasons for the reassignment and with the opportunity to discuss those reasons.

10.5 Transfers

10.5.1 Voluntary transfers as a result of posting and filling vacancies

10.5.1.1 In order to be considered for a voluntary transfer for the following school year, unit members must submit request to the personnel office between January 1 and January 31 of the current school year. All requests submitted within this time period shall have first priority and will be considered for vacancies at other sites prior to five (5) days of the first student day. These requests will also be considered for vacancies within five (5) days of the first student day and throughout the first semester if the assignment of the teacher making the request and the vacant position are in the identical credential area.

10.5.1.2 A request to transfer must be made by a unit member at the time a vacancy is posted.

10.5.1.3 Notices of vacancies shall be posted for electronically for five (5) days. Such notices shall be posted as soon as the District determines that a vacancy exists and shall include the position description and location, grade level or subject matter assignment, credential and other special requirements.

10.5.1.4 The request for transfer will be sent to the Human Resource Office with a copy to the principal at the unit member's work site. A conference shall be held at the request of the member of the unit or the Human Resource Office in order to discuss the request.

10.5.1.5 For purposes of selection between two (2) or more unit members requesting transfer to a vacant position, the District shall consider the training, experience, major and minor fields of study, competencies, credential, length of service in the school and in the District, past evaluations, and advanced degrees of each unit member.

10.5.1.6 When the District has considered two (2) or more members requesting transfer to a vacant position to be equal on the basis of training, experience, major and minor fields of study, competence, credential, past evaluations and advanced degrees, the unit member with the most District-wide seniority shall be selected for transfer to the vacant position.

10.5.1.7 The District shall notify, in writing, the unit member requesting transfer of the District's acceptance or denial of the request. The District shall provide written reasons for not granting the transfer request upon the request of the unit member.

10.5.1.8 Only one (1) voluntary transfer may be granted per unit member in any one school year period.

10.5.2 Involuntary Transfers and Reassignments

10.5.2.1 Involuntary transfers and Reassignments shall be initiated by the Superintendent and shall be based on the needs and best interests of the district. Involuntary transfers will not be considered disciplinary in nature or enacted for disciplinary reasons.

- 10.5.2.2 For purposes of selecting which unit member shall be involuntarily transferred or reassigned in order to meet the needs of the District, the District shall consider training, experience, major and minor fields of study, competencies, credential, length of service in the school and in the District, past evaluations, and advanced degrees of each unit member considered. All things being equal, the person with the least district-wide seniority will be transferred or reassigned.
- 10.5.2.3 The District shall notify the Association at least twenty (20) calendar days before making an anticipated change in work site assignment during the school year. Upon notification the Association may request the parties meet to discuss any involuntary transfer or reassignment that impacts Bargaining Unit members.
- 10.5.2.4 When a unit member is scheduled to be transferred or reassigned, said unit member shall be entitled to a written notice of such transfer or reassignment by June 1st of the current year or ten (10) working days before the said transfer or reassignment for the next school year. If he/she desires, said unit member will be entitled to a conference with the principal and the Superintendent to discuss the transfer or reassignment, at which time the member will be given the reason for said transfer or reassignment. After meeting with the Superintendent and principal, if said unit member objects to transfer or reassignment, said unit member has the right to request a closed session with the Board of Trustees and/or place a written objection in her/his personnel file.
- 10.5.2.5 If a transfer or reassignment is to occur within a school year, the unit member will have two (2) release days for the purpose of moving books and materials and organizing and adjusting to the new assignment on the designated work site(s). The timing of release days will be determined in a meeting between unit member and site(s) administrator(s).
- 10.5.2.6 If any unit member is notified by an administrator within five (5) working days prior to the first student day of each semester, of an assignment to a different teaching station on the same site, he/she will be compensated up to two (2) hours at his/ her per diem
- 10.5.2.7 The Association recognizes that it may be necessary to require a teacher to become a traveling teacher after the start of the school year. A teacher put into this category will receive the considerations described in Articles 10.1.7 and 10.5.2.5.

10.6 Distance Learning

The district acknowledges that if Distance Learning is to become a part of the Comprehensive or Continuation Site Program it will negotiate in good faith the effects of such a program with the bargaining unit as it relates to staffing, class size/load, and recognition of the bargaining unit.

Article 11: Staffing Ratio

- 11.1 The allocation of regular day school pupils to regular day school classroom teachers, for staffing purposes only, shall be twenty-eight (28) to one (1) for the comprehensive high schools based on administrative estimates of expected enrollments. Students in special education classes who are mainstreamed for more than fifty percent (50%) of their school day are to be included with regular education students for staffing purposes, while students in special education classes for fifty percent (50%) or more of their school day, alternative education classes, opportunity classes (Odyssey), specially funded classes, physically handicapped classes and other similar programs are not.
- 11.2 Adjustments in staffing will be made in accordance to the maximum specified above when the actual enrollment is known.
- 11.3 Individual class size may fluctuate within the District allocation depending on such factors including, but not limited to:
- Student Welfare
 - Instructional goals
 - Special program funding requirements
 - Differential staffing patterns
 - Grade level enrollments
 - Approved experimental or pilot programs
 - Flexible scheduling
 - Team teaching
- 11.4 Class Size

- 11.4.1 A committee at each comprehensive high school site, consisting of two (2) district representatives and two (2) association representatives to study the entire class size issue at that site. The committee will be convened by the site principal within eight (8) school days after the beginning of each semester. Additionally, the class size committee will meet two (2) weeks before the end of the first semester to try to minimize second semester problems. This committee is empowered to review all relevant statistics, causes and to make recommendations to the Superintendent. Recommendations of the class size committee shall be made to the Superintendent by one (1) administrator and one (1) unit member from the class size committee. The Superintendent shall respond to the recommendations within four (4) school days of receiving proposals from all schools. If the committee is not satisfied with the Superintendent's response, the committee may appeal to the Board to alleviate any problems that it determined to be in existence.

It is the intent of this agreement to reduce class sizes at the comprehensive high school sites to thirty-five (35) and below and to reduce maximum teaching classloads to one hundred sixty (160) per day (five [5] teaching periods) in historically standard classrooms based on projected spring enrollment for the current school year. It is also the intent of this agreement to reduce class sizes in 9th and 10th grade Physical Education (beginning in the 2014-15 school year) to forty-seven (47) students. It further recognizes that fiscal and personnel limitations may cause temporary class size imbalances; however, upon identification, the committee will reconvene and reinitiate the process previously identified in this agreement.

11.4.2 Remedy re: size of a single class:

After the end of the second week of school in the first semester/term, and after the end of the first week of the second semester/term, a unit member in historically standard classrooms (generally those courses other than physical education 9th and 10th, leadership, internships, performing arts and other traditionally large courses) who has more than thirty five (35) students assigned to his/her class, not including student assistant(s), will notify the principal of the over-enrollment. Once the principal has received and confirmed the alleged individual class size overage, the unit member will receive \$3.00 per student, per period, per day that class has met, until such time that the size of that individual class has dropped to thirty five (35) or less for the balance of that semester/term.

After the end of the first week of school in the first semester/term, and after the end of the first week of the second semester/term, a unit member in physical education (PE 9 and 10) who has more than forty-seven (47) students assigned to his/her class, not including student assistant(s), will notify the principal of the over enrollment. Once the principal has received and confirmed the alleged individual class size overage, the unit member will receive \$3.00 per student, per period, per day that class has met, until such time that the size of that individual class has dropped to forty-seven (47) or less for the balance of that term. If the case load of the unit member exceeds two hundred and seventy (270), the District will pay the unit member three hundred and seventy-five (\$375) dollars for the first semester/term.

11.4.2.1 The same extra compensation at the same timeline benchmarks described in Article 11.4.2 will be made available to the unit member teaching any class recognized as a “laboratory science” by the University of California if the class size, not including student assistant(s), exceeds thirty two (32) assigned students. This remedy will also apply in any business or industrial arts class where students largely work on computers or similar limited-availability equipment, if the class size, not including student assistant(s), exceeds the number of work stations. The average daily number of students over the class size target will be computed by taking the mean average enrollment of three days. Those days being the first day after the end of the second week of school in the first semester/term, and after the end of the first week of the second semester/term, the last day of the first nine-week grading period, and the last day of the term or semester. Compensation shall be paid from the first day of the affected term or semester.

11.4.2.2 Remedy re: student class-load of a teacher:

For a unit member in the eight (8) period alternating A/B schedule, the total student class load of a teacher in historically standard courses (as defined in 11.4.2) will be assessed on the last day of the first grading period and the last day of the second grading period in the first semester/term. If the unit member has the standard full-time schedule of six (6) classes and the average number of assigned students, not including student assistant (s), from those two head counts exceeds one hundred ninety-two (192), the District will pay the unit member three hundred and seventy-five dollars (\$375) for the first semester/term.

The process will be repeated in the second semester/term, with the head counts taken on the last day of the third grading period and the last day of the fourth (final) grading period. If the unit member has the standard full-time schedule of six (6) classes, and the average number of assigned students, not including

student assistant(s), exceeds one hundred ninety-two (192), they will qualify for a three hundred and seventy-five dollar (\$375) stipend for the second semester/term.

11.4.2.2.1 Archived (See Appendix D)

11.4.2.3 A unit member cannot qualify for both the individual class size remedy described in Article 11.4.2 and the total student class load remedy described in Article 11.4.2.2. The unit member will receive the greater dollar amount between the two remedies.

11.4.3 Enrollment at La Paloma will be determined using a staffing ratio of fifteen (15) to nineteen (19) students per teacher.

11.4.4 Unit members teaching full time in the Independent Study Programs will be assigned small groups of students. Unit members in the Independent Study program will have a 1 hour of non-students preparation time each day in addition to their duty free lunch. Each math section roster shall not exceed thirty (30) students.

11.4.5 Special Education /Resource Teacher: Anytime the caseload of a special education/resource specialist at comprehensive sites and at La Paloma, exceeds twenty-eight (28) pupils (Ed Code § 56362 I), the unit member shall be compensated three (3) dollar every other day for students in excess of twenty-eight (28) as long as the excess exists. This only applies to caseload of special education resource students.

11.5 The provisions of Section 11.4 shall not be constructed to hinder the District's flexibility in utilizing instructional groupings different from the historically standard classroom such as large group instruction, cooperative teaching teams, pilot programs, or similar non-standard structures.

11.6 The final determination of class size shall be determined by the District after consultation with the Association.

11.7 In every area with a specified number of work stations, the District will make every effort to keep student enrollment from exceeding the number of work stations.

11.8 [Upon ratification] Counselor caseloads shall not exceed six hundred fifty (650) students enrolled at a comprehensive school site, based upon a school site average of all counselors at the school. When the caseload maximum is exceeded, the Counselor(s) with the overage shall receive three hundred and seventy-five dollars (\$375.00) for each semester the overage exists, provided the counselor has reported the overage to the site administration.

Article 12: Compensation

12.1 Salary Schedule Regulations For the period effective July 1, 2015, members of the bargaining unit shall be compensated in accordance with the Certificated Schedules which are set forth in Appendixes B and B-1, B-2, and B-3. The appropriate aforementioned Appendix B shall be increased as follows:

Beginning July 1, 2015, the salary schedule increase shall be five percent (5.0%).

Beginning July 1, 2016, the salary schedule increase shall be an additional two and one-half percent (2.5%).

The extra duty pay schedule in Appendix B-1 will be increased by five percent (5%) effective July 1, 2015.

12.1.1 The Extra Duty Pay Schedule in Appendix B-1 is not automatically increased on an annual basis.

12.1.2 Effective immediately upon ratification and subsequent years of this contract, teachers utilized during preparation periods shall be compensated as follows:

12.1.2.1 Unit members will be compensated at their hourly per diem rate for being utilized during their preparation period to provide temporary replacement of an absent unit member.

12.1.2.2 All requests for coverage must be made by the Principal's Office or designee.

12.1.2.3-12.1.2.6 Archived. (See Appendix D).

12.1.3 An annual stipend for a Master's Degree of \$750 and \$1000 for Doctorate Degree and National Board Certification will be paid in addition to the basic salary schedule.

12.1.4. Counselors & Librarians receive 5% above Salary Placement. Counselors hired after October 1, 2013 shall receive 2% above Salary Placement.

12.1.5 Any unit member who receives an unsatisfactory evaluation for the second consecutive year, after participating in the Peer Assistance Review program, will remain at the same step on the salary schedule until a satisfactory evaluation is received.

12.2 Unit members will have the option of eleven (11) or twelve (12) month pay. Two (2) checks will be issued on June 30th if unit member selects twelve (12) month pay. The continuation of this option is contingent on the capability of the County Office of Education. Unit members have the responsibility to report any inaccuracy in payroll warrants to the District Office in a timely manner.

12.3 Credit for Previous Experience

12.3.1 At the time of initial placement on the schedule, the newly employed teacher will automatically be granted credit for prior teaching on a year-for-year basis up to a maximum of five (5) years. Credit for experience beyond (5) years may be granted at the discretion of the Superintendent.

12.4 Annual Advancement

After placement upon the schedule, each unit employee will advance one step for each school year of service in the Liberty Union High School District. A school year constitutes seventy-five (75) percent or more of the number of days schools are in session as shown on the official school calendar. The full time equivalence of the bargaining unit member's assignment shall not affect the service credit granted. For illustration and not limitation, the following example is included: Example: A bargaining unit member who teaches one-half (1/2) day (.5FTE) for seventy-five percent of the days of a school year of their contract employment shall advance one (1) year on the salary schedule and receive seniority credit for that year.

12.4.1 Unit members must earn three (3) units within the years designated before advancing to the next higher Column once they have reached Step 12 in Column V. Teachers who engage in high priority professional growth provided by the District (e.g., CLAD certification), shall be allowed to bank up to three (3) units toward a future such salary column advancement.

12.4.2 Certificated employees move to Step 15 on the salary schedule based upon years of service in the District and the years of service outside the District which were credited for placement on the schedule at the time of initial employment with the District.

12.5 Change of Classification

12.5.1 The unit member must notify the District prior to April 15 of his/her intention to complete the units and submit official written verification of the credits earned or hours logged via a transcript or certificate of completion (for workshops or training not affiliated with an institution of higher education) by no later than October 1. For trainings or workshops not affiliated with institutions of higher education and for which transcripts are not provided, work hours logged at the activity will be divided by 15 to convert to semester unit equivalents.

12.5.2 Unit members may qualify for column advancement on the Certificated Salary Schedule through a variety of District-approved professional growth experiences. These include upper division and graduate coursework at accredited institutions of higher education; professional trainings not affiliated with institutions of higher education; workshops and seminars not taken during normal work hours; special district curricular or instructional projects. Workshops and seminars taken during work hours or paid for by district funds may not be applied by the unit member for salary column advancement.

- a) All coursework required to obtain or renew a credential, enrich the unit member's expertise in the subject area taught, earn an advanced degree in the subject area taught, or pursue a credential in a second subject area commonly taught in school will be creditable for salary column advancement and need not be pre-approved.
- b) Any college coursework not clearly connected to the subject area taught, professional training, workshops/seminars, or special District projects must be pre-approved by the site principal and designated district administrator or will not be creditable for salary schedule advancement.

- c) Courses, professional trainings, workshops, seminars, or conferences may not be repeated for advancement on the salary schedule unless it can be demonstrated that the content is different.

12.5.3 For unit members paid on a twelve-month (12) basis, changes in schedule classification shall be made annually after September 1, but shall become effective July 1.

12.6 Extra-Duty Pay

12.6.1 Unit members shall be paid for extra-duty assignments in accordance with the Pay Schedule of Extra-Duty Assignments as set forth in Appendix B-1. Specific duties of Extra Duty positions are listed in job descriptions that will be updated and maintained by the District on the District public website.

12.6.2 The District and the Association may request new extra duty position(s) and placement on the pay schedule for extra duty assignments. Said requests may be added to the extra duty assignments by mutual agreement.

12.6.2.1 Members of this bargaining unit who serve as coaches for consecutive years within the Liberty Union High School District, will receive (in addition to regular coaching stipend):

- a. a longevity payment of \$200 per year for years 5-9
- b. a longevity payment of \$400 per year for years 10-14
- c. a longevity payment of \$600 per year for years 15+

12.6.3 Extra duty paid positions will be posted by the District or site principal by email and/or hard copy. Postings will include the deadline, application process and to whom to apply.

12.7 Fringe Benefit Insurance

12.7.1 The cap on medical fringe payments contributed by the District will be the following per month for each unit member:

Beginning July 1, 2015, or not later than 30 days after ratification, whichever is later the district contributions shall be:

12.7.1.1 Employee only – one thousand-twenty five (\$1025) dollars.

12.7.1.2 Employee plus one (1) – one thousand two hundred and thirty (\$1230) dollars.

12.7.1.3 Employee plus two (2) or more – one thousand four hundred ninety (\$1490) dollars.

Beginning with the August 2016 pay warrant, the district contributions shall be:

12.7.1.4 Employee only – one thousand-twenty five (\$1025) dollars.

12.7.1.5 Employee plus one (1) – one thousand two hundred and eighty (\$1280)

12.7.1.6 Employee plus two (2) or more – one thousand five hundred and ninety (\$1590) dollars.

- 12.7.2 Any premium above the tiered cap will be borne by the unit member and will be paid by deduction from the unit member's pay. In the case of married unit members, unit members married to other District employees, or registered domestic partners both working in the District, the coverage for either two-party or family will be paid by the District not to exceed \$2100. The district will maintain full payment of dental coverage.
- 12.7.2.1 Effective June 1, 2000, those unit members who can demonstrate the existence of major medical insurance coverage may, upon their written request, have the option of receiving a tax-sheltered annuity of \$185.00 per month in lieu of district paid medical coverage. The existing life insurance would continue. This rule applies in all cases including where both spouses are employed by the district.
- 12.7.2.2 Dental coverage will be provided as described in Appendix B-2. A tiered orthodontics plan will be offered to unit members. Any additional costs due to choice that fall above the cap in 12.7.1 will be paid for by the employee.
- 12.7.2.3 All unit members working not less than four (4) hours per day will have a vision care plan with the premium being fully paid by the district. The vision coverage is described in Appendix B-2.
- 12.7.3 For part-time employees, the District will contribute a pro-rated amount for those plans identified in 12.7.1 equal to the fraction of hours worked to full-time employment, only if the part-time employee contributes by payroll deduction an amount equal to the balance.
- 12.7.4 Change in marital status and/or eligible dependents shall be reported to the District office on the appropriate forms in a timely manner.
- 12.7.5 At any time, no unit member shall be covered by more than one DDP or one medical benefit policy.
- 12.7.6 A Standing Insurance Committee with Three (3) Association representatives, three (3) representatives from each additional bargaining unit and three (3) District representatives shall meet no later than three (3) certificated working months after ratification of the 2011-2012 contract to review current insurance coverage and to investigate new possibilities, including the addition of such dental coverage as orthodontics. The Insurance Committee will make recommendations to each bargaining unit and to the Board of Trustees regarding modifications and changes in health insurance vendors and coverage prior to the end of the 2011-2012 school year. An annual report will be provided to the committee at the time it is received by the district from the district's insurance broker.
- 12.7.7 Effective July 1, 2000, the district will pay the following amounts per month towards medical insurance premiums for retirees during the period that they are from age sixty (60) to age sixty five (65):
- Retirees with ten years receive \$150.00 per month;
 - Retirees with twenty years receive \$170.00 per month;
 - Retirees with thirty years receive \$190.00 per month;
- Said payment shall be for a maximum of five (5) years and shall not extend beyond the age of sixty-five (65). To qualify for this payment, retirees must have a minimum of ten (10),

twenty (20), or thirty (30) years of service with the Liberty Union High School District, and retire after January 1, 1990.

12.8 Reduced Work Load

12.8.1 Reduced Work Load Employment Plan

12.8.1.1 Authority

In accordance with Education Code Section 44922, a unit member may reduce his/her workload prior to retirement from full-time duties and receive the same credit toward retirement he/she would have received if he/she were employed on a full-time basis.

12.8.1.2 Eligibility

The unit member must have attained the age of fifty-five (55) years by September 1 of the school year in which work reduction begins. The unit member must have been employed as a full-time certificated employee for at least ten (10) years, of which the last five (5) years were in full-time employment in the District

12.8.1.3 Regulations

Entry into the Reduced Work Load Employment Plan must be exercised at the request of the unit member and can be revoked only with the mutual consent of the unit member and the District. (Final approval of a unit member's participation rests with the Board). It is understood that at the termination of the unit member's participation in the Reduced Work Load Plan, the unit member will begin his/her retirement. However, in the event of a proven hardship, the Board may grant an exception (e.g., death, dissolution of a marriage, bankruptcy, etc.).

Option to participate in the Reduced Work Load Employment Plan shall be through written request of the unit member to the Superintendent or his/her designee. Deadline for submitting such request shall be the last Friday in January of any given school year. Such request is to be submitted on a District prepared form.

In addition, a unit member may enter this program by submitting an application by November 1 of any given school year to be effective the second semester of said school year, but may exercise only option (a) stated below. Approval of participation is contingent upon the District's ability to obtain a satisfactory, qualified replacement.

The unit member shall be paid an amount which is the pro-rata share of the salary he/she would have earned had he/she not selected to exercise the option of the Reduced Work Load Employment Plan, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The unit member shall receive all fringe benefits as provided in Section 53201 of the Government code in the same manner as a full-time employee.

Minimum and maximum part-time employment for classroom unit members shall be as follows: Bargaining unit members may teach either:

- a) one hundred (100) percent of the first semester and zero (0) percent of the second semester; or
- b) on a one-half (1/2) day basis for the entire year. One-half (1/2) day is defined as three (3) teaching or resource periods and/or any combination thereof, as mutually agreed, exclusive of lunch. (This definition of one-half [1/2] day applies only to this Article.) The salary shall be fifty (50) percent of the salary if he/she was serving a full-time assignment.

Minimum and maximum part-time employment for non-classroom unit members shall be as follows: Non-classroom bargaining unit members will be required to be on duty either:

- i) one hundred (100) percent of the first semester and zero (0) percent of the second semester; or
- ii) on a one-half (1/2) day basis for the entire year, hours as mutually agreed upon. One-half (1/2) day is defined as three (3) teaching periods for the position held, exclusive of lunch. (The definition of one-half day applies only to this Article.) The salary shall be fifty (50) percent of the salary if he/she was serving a full-time assignment. A unit member may not participate in this plan beyond the age of sixty-five (65) nor for more than five (5) years. However, he/she may be allowed to finish the semester or year if he/she turns sixty-five (65) while the agreement is in force.

Total contributions to the State Teachers Retirement System by the District and by the amount required of a full-time employee. Deductions are to be made on a monthly basis depending on the pay program selected by the employee.

Each unit member participating in this plan will earn sick leave in proportion to the percent of employment per school year. (e.g., fifty (50) percent employment would yield sick leave of fifty (50) percent of ten (10) days or five (5) days of sick leave. Such sick leave would be accumulative. The number of unit members allowed to participate in Reduced Work Load Employment Plan shall be at the sole discretion of the Board.

Participating unit members will be scheduled for individual meetings with the Superintendent or his/her designee to develop a mutually agreeable program for the unit member on or before May 15. Unit members who participate in the Reduced Work Load Employment Plan will perform extra duties proportionate to full-time employees. (Half-time employees will perform half as many duties as full-time employees.)

The agreement of participation in the Reduced Work Load Employment Plan between the Board and the participating unit member shall be consummated on or before May 30.

12.9 The District will conform to existing federal law and regulations concerning coverage of retired employees and former employees' spouses or surviving spouses as to coverage under the District's health plans. Retirees covered by the law or regulation shall pay the cost of the said plan plus the legal administrative costs.

12.10 Wage Recovery Procedure

When it is discovered that the District has overpaid a bargaining unit member, the following procedure shall be followed.

12.10.1 The District shall inform the bargaining unit member and the Association.

12.10.2 The District shall produce the payroll records of the bargaining unit member, the data that determines the placement of the bargaining unit member on the salary schedule, any supplemental assignments for which the bargaining unit member is serving and proof that the bargaining unit member actually received the overpayments.

12.10.3 The District, the bargaining unit member and the Association shall meet to review the data.

12.10.4 The District, working through the Association, shall work to reach an agreement with the bargaining unit member for a repayment schedule.

12.10.5 Nothing shall preclude either party from pursuing the matter through legal action.

Article 13: Concerted Activities

- 13.1 It is agreed and understood that there will be no strike, refusal to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement. Nor shall the district lock out unit members.

- 13.2 The Association and the District recognize their duty and obligation of their representatives to comply with the provisions of this agreement and to make every effort toward inducing all unit members and administrators to do so. In the event of strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association and the District agree in good faith to take all necessary steps to cease such action. In cooperation with such efforts, the District will not institute a lock-out of those unit members who continue to perform their duties as prescribed in Board policy and this contract.

Article 14: Employee Personnel Files

- 14.1 An employee may inspect material in his/her personnel file which may serve as a basis for affecting the status of his/her employment materials except for the following materials:
 - a) were obtained prior to his/her employment;
 - b) were prepared by identifiable examination committee members; or
 - c) were obtained in connection with promotional examination.
- 14.2 An employee may inspect such materials in his/her personnel file, with the exception of the above specified items, during the normal business hours of the District Office at times other than when the employee is required to direct student instruction. Such inspection shall take place in the presence of a District administrator or designee.
- 14.3 Information of a derogatory nature, except the above specified items, may not be placed in an employee's personnel file without allowing the employee an opportunity to review and comment thereon and have attached to any such derogatory statement, his/her own comments thereon. The review and comment upon materials of derogatory nature shall take place during the normal business hours of the District Office and at times other than when an employee is assigned to direct student instruction.
- 14.4 All material placed in an employee's personnel file shall be dated and signed by the contributor. A statement signed by the bargaining unit member acknowledging that he/she has seen and received a copy of the material will be attached to the material and placed in the employee's personnel file.
- 14.5 The above procedure shall apply to the official employee personnel file maintained at the District Office and to any duplicate file maintained by the employee's immediate supervisor.
- 14.6 A log sheet shall be placed in the personnel file of each bargaining unit member. All persons who gain access to the file for any purpose other than to place documents therein shall record thereon their name and date on which access was taken.

Article 15: Temporary Employees

- 15.1 The District agrees to review its procedures relating to temporary teachers to assure compliance with State Law.
- 15.2 The District shall publish yearly a list of temporary teachers employed by the District as well as the permanent positions for which each temporary teacher is employed. The District shall publish yearly the reason(s) for the number of temporary teachers.
- 15.3 The District shall consider prior temporary service within the District in probationary hiring when a permanent vacancy arises, and in filling temporary positions, also taking into consideration the qualifications and competencies of the candidates and the needs of the District.

Article 16: Miscellaneous Provisions

16.1 Savings Provision

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

16.2 Effect of Agreement

In the event a conflict exists between the specific provisions contained in this Agreement and District practices, procedures and State laws, to the extent permitted by State Law, the provisions of the Agreement prevail; and, in the absence of such specific provisions of this Agreement, the practices and procedures are discretionary on the part of the employer and shall be covered by Article 3 herein.

16.3 Completion of Meet and Negotiation

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

Article 17: Evaluation Procedure

17.1 Evaluation of unit members will be conducted in accordance with the District Evaluation Procedures (Appendix C) and contract language in Article 17.

17.1.1 Probationary and temporary unit members shall be evaluated each school year. Permanent (tenured) unit members not participating in the Peer Assistance and Review Program (PAR Program) or the Performance Improvement Program shall be evaluated every other school year, unless there is a change to a new site or department, in which case an evaluation may be conducted during the first year in the new assignment. If a unit member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) quarter or longer, such evaluation may take place upon the unit member's return to duty.

17.1.1.1 Effective July 1, 2008 a unit member who meets the following criteria shall enter a five (5) year evaluation cycle.

- a) The unit member has achieved permanent (tenured) status in the Liberty Union High School District.
- b) The unit member has been employed by the Liberty Union High School District for a least ten (10) consecutive years.
- c) The unit member's two (2) prior evaluations in the District were rated at the highest level of "satisfactory."
- d) The unit member has been determined to be "Highly Qualified" in the subject taught in the evaluation year per the criteria defined in the No Child Left Behind Act (ESEA 20 U.S.C. Section 7801), if applicable.
- e) The unit member has all the authorizations needed to fulfill their current teaching assignment excluding emergency authorizations.

17.1.1.2 If the unit member has qualified for the extension of the evaluation cycle per the criteria in 17.1.1.1 either the unit member or the principal may withdraw consent at any time, returning to the "every other year" cycle that generally applies to permanent unit members. A withdrawal of consent by either party must be made in writing before the fourth (4th) week of the current evaluation year to trigger an evaluation for that year. A withdrawal of consent by either party after the fourth (4th) week of the year will require that the unit member is evaluated in the following school year.

17.1.1.3 Unit members whose "every other year" evaluation cycle was skipped for any reason other than those outlined in 17.1.1 will be evaluated the following year unless waived by the superintendent on the recommendation of the school principal.

17.1.2 Unit members to be evaluated during a particular year may request two (2) preferred evaluators to the principal before the end of the third (3rd) week of the school. The principal shall consider the preferences of the evaluatee when the formal assignment is made. Unit members will be notified of the identity of their evaluator by the end of the fourth (4th) week of the school year.

17.1.3 The unit member being evaluated and the evaluator shall meet no later than the end of the fifth (5th) week of the school year to discuss:

Evaluation and Observation procedures as set forth in Article 17.1.4,

Evaluation Criteria (California Standards for the Teaching Profession) Objectives (appendix C) to be utilized during the evaluation period.

The unit member's self assessment using the California Standards for the Reaching Profession's Continuum of Teaching Practice. The unit member's goals based upon their self assessment

17.1.3.1 Evaluation procedures and criteria to be utilized during the evaluation period.

17.1.3.2 In the event of a disagreement over the evaluation procedures and criteria, the unit member and the evaluator shall:

17.1.3.2.1 Make a good faith effort to resolve the differences themselves.

17.1.3.2.2 The unit member shall have the opportunity to state at the time of the initial conference his/her position on the matter(s) in dispute, and to have a written statement of that position attached to the evaluation form.

17.1.3.3 The unit member shall have the right at the time of the initial conference to identify any constraints which the unit member believes may inhibit his/her ability to meet the criteria established.

17.1.3.3.1 Should unusual circumstances arise that would prohibit the unit member from carrying out the lesson as specified on the Pre-Observation Date Sheet, the unit member and his/her evaluator shall set another conference time for a new lesson and observation.

17.1.4 The observations in the evaluation process shall include the following activities:

17.1.4.1 A minimum of one (1) formal and two (2) informal observations shall be made by the evaluator for each unit member being evaluated. Formal observations shall last at least fifty (50) minutes Classroom Informal observations shall last at least thirty (30) minutes. Informal observations may be substituted with two (2) Drop-in observations that shall last at least ten (10) minutes. A pre-observation conference shall be scheduled prior to the formal observation and a post-observation conference shall be held within five (5) school days after the formal observation has occurred. Within five (5) days of an informal observation the evaluator shall send a copy of the observation report to the evaluatee.

17.1.4.2 A unit member will be evaluated based on the criteria delineated in the District Evaluation Procedures and Criteria (Appendix C). A unit member shall not be evaluated on any actions over which the unit member has no control, such actions having been discussed with evaluator. In preparing the Summary Evaluation for placement in the unit member's personnel file, the evaluator shall utilize data collected relative to the six (6) evaluation standards and criteria as established in the District Evaluation Procedures and Criteria (Appendix C).

17.1.4.3 Any unit member who receives an unsatisfactory evaluation shall be notified immediately and shall participate in the Peer Assistance and Review Program, as described in the District Evaluation Procedures and Criteria. The Peer Assistance and Review Program shall be initiated as soon as possible after

notification of an unsatisfactory evaluation and shall continue until March 1st of the following school year. In the event that the Peer Assistance and Review Program is not operation, the Performance Improvement Program will come into effect

17.1.4.4 The parties agree to meet and confer to establish an evaluation process that is specific to Librarians and to have that evaluation process and forms in place for the 2009-2010 school year.

17.1.4.5 The parties agree to meet and confer to establish an alternative evaluation process that is project or portfolio based and to have the process and forms in place for the 2005-2006 school year.

17.1.5 The final Summary Evaluation must be completed no later than thirty (30) calendar days prior to the last student contact day in the school year in which the evaluation takes place. The unit member may prepare, within ten (10) working days, a written statement which shall be attached to the Summary Evaluation.

17.1.6 The parties agree to meet and confer to establish an evaluation process that is specific to Librarians and to have that evaluations process and forms in place for the 2009-2010 school year.

17.1.7 The evaluation of unit members, pursuant to this Article, shall not include or be based upon publishers' norms established by standardized tests. (Ed Code 44662)

17.1.8 All changes within the scope of bargaining in the Evaluation Procedures and Criteria deemed necessary by either party shall be made through the regular negotiation process.

17.1.9 Certificated non-instructional unit members shall be evaluated on the fulfillment of responsibilities as reasonably related to their job description.

17.2 Independent Evaluation Action Research Project.

17.2.1 Permanent unit members that previously had the highest level of satisfactory performance on their last evaluation, desiring to apply for the Independent evaluation option must submit an application to the principal before the end of the fifth (5th) week of the school year, as long as the evaluator of the unit member has been assigned.

17.2.2 If approved the unit member within the first quarter of the school year will submit a problem statement regarding student achievement in their classroom along with data supporting the student achievement concern. On the form in Appendix C.

17.2.3 The unit member will also submit the attainable goal in regards to student achievement.

17.2.4 The unit member will list verifiable activities that will be implemented that support the attainment of the learning goals

17.2.5 The Supervisor will meet quarterly with the unit member to review progress on the goals.

17.2.6 The supervisor, no later than 30 days prior to the last day of school, will give the unit member a narrative summative evaluation of the progress made towards the stated learning goals.

Article 18: Disciplinary Action

18.1 Just Cause

The District may discipline a unit member only for just cause. The unit member shall have the right to be accompanied by an Association representative at any meeting with an administrator where disciplinary action is discussed. The District and Association agree that discussions with unit members regarding disciplinary action shall be conducted in an appropriately private setting apart from individuals not directly involved in the issue. Formal reprimands consistent with this article will be issued privately, in person, with representation and shall not be issued via electronic mail. Discipline shall include warnings, reprimands, or suspensions without pay for fewer than fifteen (15) working days.

18.2 Progressive Discipline

All materials concerning Progressive Discipline will be handled in accordance with Article 14: Employee Personnel Files.

18.2.1 The following progressive discipline procedures will be applied except where the serious nature of the offense may require the District to directly impose a Written Warning, Written Reprimand, or Suspension without Pay. In accordance with Article 4.4, the unit member will be afforded reasonable time to obtain LEA representation.

18.2.2 Verbal Counseling/Warning

The administrator shall first issue a verbal counseling/warning before imposing the further discipline. Verbal counseling/warning may result in a post-conference summary memorandum. Post-conference summary memorandums will not be placed in the unit member's Personnel File at time of delivery, but may be attached to a subsequent Letter of Warning and/or Letter of Reprimand and included in the Personnel File.

18.2.3 Written Warning

Subject to 18.2.1 above, Written Warning will not be used unless the unit member has been verbally warned about similar actions in the past four (4) years. A Written Warning will be issued privately, in person, with representation and shall not be issued via electronic mail. A Written Warning will not be placed in the Unit member's Personnel File at time of delivery, but may be attached to a subsequent written Letter of Reprimand and included in the Personnel File.

18.2.4 Written Reprimand

Subject to 18.2.1 above, Written Reprimands will not be used unless the unit member has been verbally warned about similar actions in the past four (4) years. The unit member will be provided with a copy of the reprimand and a copy will be placed in the unit member's Personnel File. The unit member may attach a written response within ten (10) working days.

18.2.5 Suspension Without Pay

Subject to 18.2.1 above, suspension will not be used unless the unit member has received a Written Reprimand about similar actions in the past four (4) years. No unit member will be suspended more than fifteen (15) working days during the school year. In all instances, however, the length of the suspension will relate to the severity of the misbehavior.

18.3 Notice

Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the Superintendent or designee. A copy of the notice shall be concurrently provided to the Association president. The notice of suspension will contain:

- 18.3.1 A statement of the specific acts or omissions upon which the Disciplinary action is based;
- 18.3.2 A statement of the cause(s) for which the action is reprimanded;
- 18.3.3 Where applicable, the Education Code section, district/school policy, rule, regulation, or directive violated;
- 18.3.4 Penalty proposed and effective date;
- 18.3.5 Copies of the documentary evidence upon which the disciplinary action is based
- 18.3.6 A statement of the unit member's right to challenge the proposed action by requesting a hearing before the Board of Trustees. The Board will review the findings and the Board's decision is final. Only suspensions may be grieved under this Article.

18.4 Administrative Leave With Pay (ALWP)

An ALWP may be implemented at the discretion of the District when a Unit member is thought to have or is accused of engaging in an activity that could prompt disciplinary action. The ALWP allows for a timely investigation to take place. It is understood that in the event other agencies are involved the ALWP may take more than 5 working days. When other agencies are involved, the unit member shall be informed weekly the need to extend the ALWP in writing.

- 18.4.1 There is a presumption against invoking ALWP. The vast majority of incidents involving employee misconduct must be handled through normal disciplinary procedures, as set forth in the Education Code, collective bargaining agreement, and board policy.
- 18.4.2 ALWP should not be invoked unless there is clear and convincing evidence that an employee's presence at a work site will endanger the health and/or safety of students, staff, or others on campus.
- 18.4.3 Only the Superintendent or designee is authorized to make the decision to place an employee on ALWP.

18.4.4 Complaints by Students

- 18.4.4.1 When an allegation of a physical confrontation is made by a student against one of his/her classroom teachers, the student may be reassigned temporarily to another class while an investigation is pending, unless it would cause an undue hardship to the student. Examples of undue hardship are removing a student from a class that is not offered by any other teacher at that site during the regular school day and is required for high school graduation, college admission, or career purposes, or to protect student safety.
- 18.4.4.2 If a student makes false allegation and it is determined there was malicious intent, the student shall be disciplined according to Education Code section 48900 and LUHSD board policy. Such offenses will be included in Category 4 of the Student Discipline Matrix. The student shall be considered for transfer to another school site.

- 18.4.4.3 If a student's allegation against a teacher cannot be conclusively established after a full investigation has been completed and the teacher requests that the student be transferred out of his/her class, the request must be honored, unless the transfer would cause undue hardship to the student.
- 18.5 Confidentiality
All information or proceedings regarding any actions or proposed actions pursuant to this Article will be kept confidential by the parties to the extent permitted by law. Meetings, investigations and hearing will be conducted with as much discretion as possible.
- 18.6 Public Concerns
Administration has the duty to investigate concerns brought forward by the public.
- 18.6.1 Concerns regarding a bargaining unit member deemed by the site administrator or supervisor to have some merit will be reported to the bargaining unit member at the earliest possible time or not later than within ten school (10) days of the receipt of the concern.
- 18.6.2 The site administrator may initiate a meeting between the concerned parties if he/she believes that the issue would best be resolved between the involved parties.
- 18.6.3 Concerns which are shown not to have merit shall neither be placed in the unit member's personnel file nor utilized in any evaluation, disciplinary or dismissal action against the unit member.
- 18.6.4 Complaints regarding sexual harassment or child abuse shall be subject to investigation, even if they are withdrawn or filed anonymously.
- 18.6.5 No concern shall be placed in a bargaining union member's personnel file, unless the bargaining unit member has an opportunity to answer in writing before the material is placed in the file.
- 18.7 Dismissal
Nothing in this Article shall apply to procedures set forth in the Education Code 44938, 44939, and/or the non-reelection of temporary or probationary teachers.
- 18.8 Mediation
The parties will utilize the State of California Mediation/Conciliation Services in the Implementation of this Article.

Article 19: Professional Development

- 19.1 The District and Association recognize the importance of unit members staying current in their field. Unit members are encouraged to seek to improve their skills and/or expand their expertise by participating in professional growth activities beyond the date of hire. Such lifelong learning activity undertaken by unit members furthers the educational mission of the District. This professional development will take place beyond the unit member's assigned duties and work day.
 - 19.1.1 The District will provide a form and will respond in writing to all applications for credit for professional development advancement. Units pursuant to the above will be formally granted upon submission of the official transcripts (for college coursework) or certificate of completion/attendance (for professional trainings and workshops/seminars). If for a special District project, a letter from the overseeing administrator will grant the credit. The timeline for notifying the District of units for advancement on the salary schedule will be consistent with Article 12.5.1 of this agreement.
 - 19.1.2 Any unit member may request an appeal of the District's decision related to 12.5.1. A joint committee of one unit member selected by the LEA President and one member elected by the Superintendent shall meet within ten (10) days of the written request for appeal. The committee shall review the facts and make recommendations to the Superintendent. The Superintendent will review the joint committee's findings and the Superintendent's decision is final.

Article 20: Adjunct Duties

- 20.1 Unit members may volunteer to perform unpaid adjunct (non-instructional) duties before, during, or after the normal instructional day pursuant to the following guidelines:
- a) The site principals, with input from the unit members, will annually develop a list of voluntary adjunct duties that may be monitored by unit members. This list of voluntary adjunct duties will be developed in May of the school year before it will be used. The list of voluntary adjunct duties will be completed by the end of the second work week of the school year.
 - b) A Site Voluntary Adjunct Duty Committee, consisting of two (2) members selected by LEA and two (2) members selected by the site principal, will:
 - i) Finalize the list of voluntary adjunct duties and establish their timeframes and special needs for the duties of that site.
 - ii) Write an announcement covering voluntary adjunct duties for their site and the method by which teachers may respond to site principals in selecting voluntary adjunct duties.
 - iii) Determine the process, including timeline, for considering and approving suggestions from unit members for new voluntary adjunct duties.
 - c) Voluntary adjunct duties may vary from year to year.
 - d) Voluntary adjunct duties may vary from site to site.
 - e) Unit members performing voluntary adjunct duty will be under the leadership and supervision of the on-duty administrator or designee.
 - f) Unit members may decline to participate in voluntary adjunct duties without reprisal.
 - g) Evaluation of unit members shall not contain references to non-participation in voluntary adjunct duties.
- 20.2 Examples of Voluntary Adjunct Duties include the following:
- a) Monitoring of athletic and performing arts events, student activities before and after school, and dances.
 - b) Graduation and Baccalaureate.
 - c) Open classroom for student tutoring before, during, or after school.
 - d) Organization/supervision of lunch time activities for students.
 - e) Unpaid advisors of school clubs.
- 20.3 Roles and Responsibilities of unit members performing voluntary adjunct duties will include:
- a) Provide professional presence.
 - b) During the event, report inappropriate behavior to the administrator or designee.
 - c) Communicate with administrator or designee prior to the event.

Article 21: Peer Assistance Review (PAR) Program

21.1 Joint Panel Composition and Selection

- 21.1.1 The Peer Assistance and Review Program (PAR) will be administered by a Joint Panel.
- 21.1.2 The Joint Panel shall consist of five (5) members, two (2) of whom will be Administrators selected by the District, and three (3) of whom shall be classroom teachers elected by the Association. Teacher Joint Panel Members shall meet the qualifications of Consulting Teachers as set forth in section 21.9
- 21.1.3 Initially, one administrator and one teacher panel member would serve two (2) year terms. All other panel members would serve for three (3) years. Subsequent panel members would serve three (3) year terms.
- 21.1.4 The Joint Panel Chairperson for its first year (2000-2001) will be a Teacher Representative.
- 21.1.5 The Joint Panel Chairperson for its second year (2001-2002) will be a District Administrator.
- 21.1.6 The Joint Panel Chairperson thereafter rotates on an annual basis between an Association Member and a District Administrator.

21.2 Joint Panel Procedures

- 21.2.1 The Joint Panel shall establish its own meeting schedule and meet no less than four (4) times per school year.
- 21.2.2 A majority of the members of the Joint Panel must be present for the panel to meet. A majority must include at least one (1) rep from LEA and one from Administration.
- 21.2.3 Joint Panel meetings shall take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings without loss of pay or benefits.
- 21.2.4 Association members of the Joint Panel will receive a stipend of \$1,000 for the 2000-2001 year of service only and \$750 for each subsequent year. If, in carrying out the responsibilities as members of the Joint Panel, teachers find it necessary to work beyond their normal workday, they shall be compensated at the unit member's pro rata hourly rate of pay.
- 21.2.5 The Joint Panel shall select by consensus the Consulting Teachers.
- 21.2.6 The Joint Panel shall be assisted by part-time Consulting Teachers who will 1) support first-and-second-year teachers, 2) provide necessary training, and 3) provide other program support as the Joint Panel may require.
- 21.2.7 The District shall designate a PAR secretary to provide secretarial and clerical support to the Panel and Consulting Teachers.

21.3 Joint Panel Responsibilities

- 21.3.1 The Joint Panel shall establish its own rules of procedures.
- 21.3.2 Adopt rules and procedures to affect the provisions of this Article. Said rules and procedures will be consistent with the provisions of the collective bargaining agreement, and to the extent there is an inconsistency, the collective bargaining agreement will prevail.
- 21.3.3 Prepare written guidelines for the Consulting Teachers.

- 21.3.4 Determine the number of Consulting Teachers in any one (1) school year, based upon the number of Referred teachers and first-and-second-year teachers participating in the PAR program.
- 21.3.5 Develop a budget from available District (PAR) funds and other related funding sources.
- 21.3.6 Establish a procedure for application as a Consulting Teacher.
- 21.3.7 Select trainers and/or training providers.
- 21.3.8 Select Consulting Teachers and provide for their training.
- 21.3.9 Send written notification of participation in the PAR program to the Referred Teachers, Consulting Teachers, and Site Principals.
- 21.3.10 Perform other such incidental duties as may be needed to carry out the functions enumerated in this article, including the establishment of rules to guide deliberations.
- 21.3.11 Review the final report(s) prepared by each Consulting Teacher and make a report of progress and recommendations to the Board of Education.
- 21.3.12 Forward to the Board of Education the names of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement.
- 21.3.13 Prepare an annual review of the impact of the PAR program, including recommendations for improvement.
- 21.3.14 Designate excess revenues in subsequent years for staff development with the Board of Education's approval.
- 21.3.15 Evaluate Consulting Teachers and their documentation related to the PAR program.

21.4 Joint Panel Confidentiality

- 21.4.1 All materials related to evaluations, reports and other personnel matters shall be confidential.

21.5 District's Duty to Indemnify

The District agrees to indemnify and hold harmless and provide defense for any Association-selected member of the Joint Panel against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from a member's participation in the PAR program. The District will pay legal costs/fees in such actions.

21.6 Participating Teachers – Referred

- 21.6.1 Any teacher with permanent status who receives an unsatisfactory evaluation/does not meet standards rating on a final evaluation may be referred to PAR by the district and shall receive assistance which may include but not limited to expenses related to professional development to improve his/her instructional skills, classroom management, knowledge of subject, and/or related aspects of his/her teaching performance as a result of the unsatisfactory final evaluation.
- 21.6.2 A principal may, under special circumstances, refer a temporary or probationary teacher for some involuntary services provided under this article as determined in joint consultation among the Referred Teacher, principal, and Consulting Teacher.

- 21.6.3 If available, a Consulting Teacher from another district may be selected to work with the Referred Teacher at any time during the process when requested to do so by the Referred Teacher or Consulting Teacher with the consent of the Joint Panel.
- 21.6.4 The Referred Teacher has the right to be represented throughout these procedures by the Association representative of his/her choice.
- 21.7 Participating Teachers – Voluntary
 - 21.7.1 A Voluntary Teacher is a teacher who has taught in the District for two (2) or more years who volunteers to participate in the PAR program.
 - 21.7.2 The purpose of participating in the PAR program for the Voluntary Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Voluntary Teacher.
 - 21.7.3 The Voluntary Teacher may terminate his/her participation in the PAR program at any time.
 - 21.7.4 All communication between the Consulting Teacher and Voluntary Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the Site Principal, the Evaluator, or the Joint Panel.
- 21.8 Participating Teachers – First Year
 - 21.8.1 This component shall provide assistance and review to all teachers new to the district, based on individual credentialing needs, through the Consulting Teacher unless they qualify for BTSA support services.
- 21.9 Consulting Teacher Qualifications
 - 21.9.1 A permanent classroom teacher of the District with at least five (5) consecutive years of experience.
 - 21.9.2 Substantial recent experience in classroom instruction.
 - 21.9.3 Proven exemplary teaching ability, as indicated by effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies, among other skills necessary to meet the needs of pupils.
 - 21.9.3.1 A Consulting Teacher from outside the district (see Article 21.6.3) must be willing to provide her/his two most recent performance evaluations as documentation.
- 21.10 Selection of Consulting Teacher
 - 21.10.1 The Joint Panel shall appoint the Consulting Teachers.
 - 21.10.2 District teachers meeting qualifications as defined in this article may apply for the Consulting Teacher positions by way of application, on a form prepared by the Joint Panel.
 - 21.10.3 In filling the Consulting Teacher position, each applicant is required to submit four (4) letters of reference from individuals with specific knowledge of his/her expertise, as follows:
 - 21.10.3.1 A letter of recommendation from a building principal or immediate supervisor
 - 21.10.3.2 At least three (3) letters of recommendation from classroom teachers, and at least two (2) from teachers within the District.

21.10.4 Selection shall be by consensus of the Joint Panel.

21.11 Procedures of Consulting Teachers

21.11.1 Functions performed by the Consulting Teacher shall be completed as a part of the Consulting Teachers' normal work day.

21.11.2 When the Consulting Teacher also has classroom responsibilities, he/she will have an extra period of release time to be used for conferencing with or observing the Referred Teacher. On a 4x4 block-schedule, this may require an extra prep period in both fall and spring terms, at the Consulting Teacher's preference and Joint Panel's approval. On approval of the Chair of the Joint Panel, a Consulting Teacher may be released additional time for the purpose of supporting a Referred Teacher.

21.11.3 If, in carrying out the responsibilities of Consulting Teacher, the unit member finds it necessary to work beyond the normal work year, upon approval by the Joint Panel, he/she shall be compensated at the unit member's per diem rate of pay. Additionally, the Consulting Teacher will receive a stipend of \$4,382.00 annually, unless serving fully released from teaching duties as a Teacher on Special Assignment in the PAR/BTSA program.

21.11.4 Initially one (1) Consulting Teacher would serve a two (2) year term. The other Consulting Teacher(s) would serve for three (3) years. Subsequent Consulting Teachers would serve three (3) year Terms. Should the lack of Referred Teachers and first and second year teachers not eligible for BTSA support be such that there is a reduced need for Consulting Teachers during their term of office, the least senior Consulting Teacher may be asked to resign their position or accept reassignment to assist with the delivery of BTSA support services. Such service will require training as a BTSA coach, if such training has not already been received by the Consulting Teacher. If the Consulting Teacher chooses to resign they will be given first consideration when another Consulting Teacher position opens.

21.11.5 Upon Completion of his/her service as a released Consulting Teacher, a teacher shall have the option of returning to his/her previous assignment.

21.12 Duties of Consulting Teacher of Referred Teacher

21.12.1 The Consulting Teacher shall assist Participating Teachers by demonstrating observing, coaching, conferencing, or referring to other resources, which, in his/her professional judgment, will assist the Referred Teacher.

21.12.2 Functions performed pursuant to this Article by unit members shall not constitute management or supervisory functions.

21.12.3 The Consulting Teacher shall continue as an Association member.

21.12.4 It is the responsibility of the Consulting Teacher to arrange an initial goal setting meeting, to be attended by the Consulting Teacher, the Principal of the Referred Teacher, and the Referred Teacher.

21.12.4.1 The employee's performance will be discussed as well as recommendations for improvement.

21.12.4.2 Based on these discussions, the Consulting Teacher shall prepare an Assistance Plan, which shall list the goals and objectives for improvement.

- 21.12.4.3 The Joint Panel will review the plan, modify the plan as necessary, and approve said plan.
- 21.12.5 The Consulting Teacher shall conduct multiple observations of the Referred Teacher during classroom instruction, on a monthly basis (no less than eight [8] for the year) and shall hold both pre-observation and post-observation conferences.
- 21.12.6 The Consulting Teacher shall monitor the progress of the Referred Teacher and shall provide periodic written reports for discussion and review to the Referred Teacher and may provide the reports to the Referred Teacher's principal with the Referred Teacher's consent.
- 21.12.7 The Consulting Teacher shall continue to provide assistance throughout one (1) school year to the Referred Teacher until he/she concludes that the teaching performance of the Referred Teacher is satisfactory or that further assistance will not be productive.
- 21.12.8 A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Teacher to receive his/her input and signature before it is submitted to the Joint Panel.
 - 21.12.8.1 The Referred Teacher's signing of the report does not necessarily mean agreement, but rather that he/she has received a copy of the report.
 - 21.12.8.2 The Consulting Teacher shall submit a final report to the Joint Panel.
 - 21.12.8.3 The Referred Teacher shall have the right to submit a written response, within twenty (20) work days, and have it attached to the final report.
 - 21.12.8.4 The Referred Teacher shall also have the right to request a meeting with the Joint Panel, and to be represented at this meeting by the Association representative of his/her choice.
- 21.12.9 The results of the Referred Teacher participation in the PAR program shall be made available for placement in his/her Personnel File, and may be used in the evaluation of the Referred Teacher.
- 21.12.10 The District agrees to indemnify and hold harmless and provide a defense to an Association-selected member of the Joint Panel and the Consulting Teacher against any claims, causes or actions, damages, grievances, administrative proceedings of any other litigation arising from a member's participation in the PAR program. The District will pay legal costs/fees in such actions.
- 21.13 Duties of Consulting Teachers of first- and second-year teachers.
 - 21.13.1 Meets regularly with non-credentialed teachers who do not qualify for support in the BTSA program
 - 21.13.2 Assists the new teachers with the District-approved new teacher evaluation program.
 - 21.13.3 Provides support/assistance as needed.
 - 21.13.4 Conducts at least two (2) observations of first- and second-year teachers.
 - 21.13.5 Consults regularly with principal regarding the needs of first- and second-year teachers.

21.14 Referred to Psychologist

- 21.14.1 The Consulting Teacher may request the participation of a psychologist or other mental health professional to assist in the implementation of the recommended plan of improvement for the Referred Teacher.
- 21.14.2 The participation of a psychologist or other mental health professional must be approved by the Joint Panel and must meet the budget and other guidelines established for these services.
- 21.14.3 The psychologist's primary focus is behavior management, student-teacher intervention, and student-student interaction.
- 21.14.4 This article shall expire if State funding is terminated.

Article 22: Technology

- 22.1 The District shall provide each unit member with licensed software for each computer workstation, hardware and/or network necessary for the support of educational programs provided by the District, such as programs for classroom management, student data, attendance, grading, record keeping, curriculum-based software and other software tools to support instruction, to the extent feasible and affordable as determined by the District.
 - 22.1.1 Unit members at the comprehensive sites (absent failure of any electronic system) will be expected to routinely update class grades (including but not limited to homework grades and assessment scores) using District provided grading software. These updates shall be made at least twice a month (with a minimum of seven (7) days between) and shall be made consistently accessible to students and parents through the parent view of the software. Exceptions shall be made for members out on leave of absence defined in Article 9 and/or other mitigating circumstances (e.g. failure of electronic system). The parties will continue to explore this issue at the continuation and independent study sites.
 - 22.1.2 Any software that is part of the core curriculum for the course shall go through the appropriate process via the District Curriculum Council to ensure compatibility and functionality.
- 22.2 The District shall make every effort to provide all services necessary to maintain the safe and effective functioning of all networks, communication equipment and lines, computers, peripherals, cables and other devices under the supervision of unit members, to the extent affordable as determined by the District.
 - 22.2.1 Any District owned computing device connected to the network must be aligned to the District Standards to ensure compatibility with the network; this includes items purchased from Federal and State funding sources, including but not limited to grants, student funds, educational foundations and departments and/or site funds. Standards for hardware shall be updated periodically and posted online for all employees. Any specialty item needed by a staff member for the purpose of instructional or assistive technology that is not posted on the website containing the standards shall be requested via the District work order system.
 - 22.2.2 Each site will have access to a location (e.g. lab) or set of computing devices (e.g. cart) on a campus for the purpose of utilizing instructional technology strategies with students.
- 22.3 The District shall assure that all students and the parents/guardians of such students, given access to District computers and/or the Internet, sign an Acceptable Use Agreement (included in the Appendix but not grievable) defining rules of proper and appropriate use of the computer equipment and Internet access prior to being allowed to use District computer equipment and software.
- 22.4 The District shall provide unit members with all training necessary to fulfill both their contractual commitments and classroom obligations. No employee shall be evaluated on skills prior to the District providing said training.
- 22.5 In recognition of the fact that technological devices and software are changing rapidly and that no contract provision can foresee the nature of these changes, the District and the Association agree to form a Technology Oversight Committee to make non-binding, non-precedent setting

- recommendations to the Superintendent or his/her designee and the Association President or his/her designee proposing appropriate actions to deal with such technological changes. These recommendations shall not involve any discipline of unit members. The Association and the District agree that recommendations are to relate only to the issues at hand and are not to apply to future circumstances, which must be examined on their own merits.
- 22.5.1 The Committee shall be composed of four (4) Association appointees, Four (4) District appointees and one mutually agreed upon member.
 - 22.5.2 The Committee may recommend training or additional training for unit members to be granted supervision rights for technology using students or equipment.
 - 22.5.3 The Committee may recommend equipment, network access and software selection and use as well as revision or alteration of procedures for computer use or for student supervision.
 - 22.5.4. Final approval of Committee recommendations shall be by the Superintendent.
- 22.6 Employees shall have the right to use E-mail to communicate with other employees of the District and other individuals and/or organizations within the scope of their professional responsibilities. Unit members are normally expected to read and respond to parent/guardian emails within three (3) work days unless on a leave of absence defined in Article 9 or unless there are mitigating circumstances.
 - 22.7 Unit members shall not be liable for any breach of student confidentiality caused by electronic maintenance of student records and that is through no fault of the unit member.
 - 22.8 The Association and the District remind all unit members about the public nature of social media sites and it is the District's expectation that any personal information placed by unit members on social media sites not undermine the unit member's professional responsibilities.
 - 22.9 The District shall provide adequate training for teachers to utilize the electronic attendance accounting system.

LIBERTY UNION HIGH SCHOOL DISTRICT
Grievance Report Form

Appendix A

NAME OF GRIEVANT _____ **DATE** _____

GRIEVANCE LEVEL (circle one) **I II III IV V**

Date cause of grievance occurred _____

Provision of the Agreement in Question:

Statement of Cause:

Action which will rectify cause of grievance:

Submitted By: Submitted To: Date Received
Disposition of grievance by supervisor:

Supervisor: Submitted To: Date Received

Grievant's Response:

Agreement to resolve grievance Process to next level of grievance procedure

Comments:

Grievant: _____ Date: _____

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**LIBERTY UNION HIGH SCHOOL DISTRICT
Certificated Salary Schedule 2015-2016**

Appendix B

Certificated Teachers 185 days: Counselors 189: Librarians 194

STEP	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN
	I	II	III	IV	V-A	V-B	V-C	V-D	V-E	V-F
		BA+30	BA+30+MA Or BA+45	BA+45+MA Or BA+60	BA+60+MA Or BA+75	BA+63+MA Or BA+78	BA+66+MA Or BA+81	BA+69+MA Or BA+84	BA+72+MA Or BA+87	BA+75+MA OR BA+90
1	48,582	48,582	48,582	51,138	53,697					
2	48,582	48,582	51,138	53,697	56,254					
3	48,582	51,138	53,697	56,254	58,818					
4	51,138	53,697	56,254	58,818	61,373					
5	53,697	56,254	58,818	61,373	63,947					
6	56,254	58,818	61,373	63,947	66,494					
7	58,818	61,373	63,947	66,494	69,054					
8	61,373	63,947	66,494	69,054	71,619					
9	63,947	66,494	69,054	71,619	74,174					
10	66,494	69,054	71,619	74,174	76,727					
11	69,054	71,619	74,174	76,727	79,290					
12	71,619	74,174	76,727	79,290	81,848					
15	71,619	74,174	76,727	79,290	81,848	84,525				
17	71,619	74,174	76,727	79,290	81,848	84,525	87,000			
19	71,619	74,174	76,727	79,290	81,848	84,525	87,000	89,203		
21	71,619	74,174	76,727	79,290	81,848	84,525	87,000	89,203	91,407	
24	71,619	74,174	76,727	79,290	81,848	84,525	87,000	89,203	91,407	93,608

Effective July 1, 2015 unit members must earn three (3) units before advancing to the next longevity step in Column V-ABCDEF, starting at Step 15. Years of service are calculated by 1) years of service inside LUHSD credited for step movement on the LUHSD salary schedule and 2) years of service outside LUHSD which were credited for placement on the salary schedule at the time of initial employment with the District. In order to receive credit for a year of service, the employee must work for at least 75% of the school year. Board Approved 5% 02/10/2016: Retro to 07/2015

STIPENDS:

Masters: \$750 per year
 Doctorate: \$1000 per year
 National Board Certification \$1000 per year
 Librarian/Counselor 5% of placement of teacher's salary schedule
 New Counselors 2% of placement of teachers' salary schedule (after October 2013)
 Newly hired unit members will be granted credit for prior teaching experience up to a maximum of five (5) years. Credit for experience beyond five (5) years may be granted at the discretion of the Superintendent.

**Liberty Union High School District
Certificated Salary Schedule 2016-2017 (2.5%)**

Appendix B

Certificated Teachers 185 Days: Counselors 189 Days: Librarians 194 Days

STEP	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN
	I	II	III	IV	V-A	V-B	V-C	V-D	V-E	V-F
	BA+Intern	BA+30	BA+30+MA	BA+45+MA	BA+60+MA	BA+63+MA	BA+66+MA	BA+69+MA	BA+72+MA	BA+75+MA
			Or BA+45	Or BA+60	Or BA+75	Or BA+78	Or BA+81	Or BA+84	Or BA+87	OR BA+90
1	49,797	49,797	49,797	52,416	55,039					
2	49,797	49,797	52,416	55,039	57,660					
3	49,797	52,416	55,039	57,660	60,288					
4	52,416	55,039	57,660	60,288	62,907					
5	55,039	57,660	60,288	62,907	65,546					
6	57,660	60,288	62,907	65,546	68,156					
7	60,288	62,907	65,546	68,156	70,780					
8	62,907	65,546	68,156	70,780	73,409					
9	65,546	68,156	70,780	73,409	76,028					
10	68,156	70,780	73,409	76,028	78,645					
11	70,780	73,409	76,028	78,645	81,272					
12	73,409	76,028	78,645	81,272	83,894					
15	73,409	76,028	78,645	81,272	83,894	86,638				
17	73,409	76,028	78,645	81,272	83,894	86,638	89,175			
19	73,409	76,028	78,645	81,272	83,894	86,638	89,175	91,433		
21	73,409	76,028	78,645	81,272	83,894	86,638	89,175	91,433	93,692	
24	73,409	76,028	78,645	81,272	83,894	86,638	89,175	91,433	93,692	95,948

Effective July 1, 2016, unit members must earn three (3) units before advancing to the next longevity step in Column V-ABCDEF, starting at Step 15. Years of service are calculated by 1) years of service inside LUHSD credited for step movement on the LUHSD salary schedule and 2) years of service outside LUHSD which were credited for placement on the salary schedule at the time of initial employment with the District. In order to receive credit for a year of service, the employee must work for at least 75% of the school year. Board approved 02/10/2016.

STIPENDS:
Masters: \$750 per year
Doctorate: \$1000 per year
Newly hired unit members will be granted credit for prior teaching experience up to a maximum of five (5) years. Credit for experience beyond five (5) years may be granted at the discretion of the Superintendent.
Effective 10/01/2013
Counselors 2% over teachers salary schedule

**LIBERTY UNION HIGH SCHOOL DISTRICT
SCHOOL PSYCHOLOGIST
2015-2016
WORK YEAR 191 DAYS**

STEP		SALARY
1		\$ 76,071
2		\$ 79,102
3		\$ 82,148
4		\$ 85,198
5		\$ 88,240
6		\$ 91,273

**LIBERTY UNION HIGH SCHOOL DISTRICT
SCHOOL PSYCHOLOGIST
2016-2017
WORK YEAR 191 DAYS**

STEP		SALARY
1		\$ 77,973
2		\$ 81,080
3		\$ 84,202
4		\$ 87,328
5		\$ 90,446
6		\$ 93,555

effective 07/2016

**LIBERTY UNION HIGH SCHOOL DISTRICT SPEECH
PATHOLOGIST
2015-2016
WORK YEAR 188 DAYS**

STEP		SALARY
1		\$ 56,107
2		\$ 58,778
3		\$ 61,458
4		\$ 64,126
5		\$ 66,818
6		\$ 69,479
7		\$ 72,154
8		\$ 74,835
9		\$ 77,503
10		\$ 80,171
11		\$ 82,849
12		\$ 85,520
13		\$ 88,319
14		\$ 90,905
15		\$ 93,206

**LIBERTY UNION HIGH SCHOOL DISTRICT SPEECH
PATHOLOGIST
2016-2017
WORK YEAR 188 DAYS**

STEP		SALARY
1		\$ 57,510
2		\$ 60,248
3		\$ 62,995
4		\$ 65,729
5		\$ 68,489
6		\$ 71,216
7		\$ 73,958
8		\$ 76,706
9		\$ 79,441
10		\$ 82,176
11		\$ 84,920
12		\$ 87,658
13		\$ 90,527
14		\$ 93,178
15		\$ 95,536

effective 07/2016

LIBERTY UNION HIGH SCHOOL DISTRICT

Appendix B1

Extra Duty Pay 2016 (5%)

<u>BASIC ASSIGNMENT</u>	<u>Salary</u>
FFA Supervisor	\$7,407
Athletic Trainer	\$7,636
Print Yearbook Adv	\$2,760
Journalism	**\$2,760
Band Director	\$2,333
Student Act/Adv	\$2,333
Robotics	\$2,333
Marching Band/Dir	\$1,127
Choir Director	\$1,910
Drumlin/Percussion	\$1,910
Color Guard	\$1,910
Accompanist	\$1,910
Serv/Oriented Club Adv	\$1,910
Class Advisor	\$1,709
(1,2 pre grade level)	
Drama Director	*\$2,481
Costume Director	*\$1,709
Technical Director	*\$1,709
PAC Coordinator	\$1,709
Webmaster	\$2,784
Site Technology Lead	\$2,784
Head Rally Squad Advisor	\$2,483
Asst. Rally Squad Advisor	\$1,775
Head Dance Team Advisor	\$2,483
Asst. Dance Team Advisor	\$1,775
CSF Advisor	\$1,709
Mock Trial Coach	\$1,245

*Minimum three performances

<u>BASIC ASSIGNMENT</u>	<u>Salary</u>
Speech Debate Coach	\$1,910
Cultural Club Advisor	\$1,190
(Latinos Unidos, BSU, Asian Pacific)	
Power of Unity Advisor	\$1,245
AVID	\$1,245
Academic Decathlon Advisor	\$2,972
(Split among participants)	
National Honor Society	\$1,709
Connect/Link Crew	\$1,127
District Curriculum Council	\$557

LaPaloma Tchr in charge \$2,621 Annual Stipend

Area Chairperson/SLC/Academy

\$3,341 under 40 sections
\$3,898 40 sections & over

Assoc. Summer School Principal \$4,926

Lead Counselor \$3,859

(4 days above the counseling work year)

Hourly Compensation

\$30.00/hr. Approved, hourly, extra-pay assignments, including, but not exclusive: approved curriculum development projects; administratively approved activities beyond existing limits of contact, future high school planning committee

** Minimum six editions

Coaches Stipends 2015-2016

Athletic/Coaching Positions

Athletic Coordinator	\$3,037
Football, Head Varsity	\$3,008

Group I- Head Varsity \$2,758

Basketball (M,F)
Baseball
Softball
Track
Wrestling
Soccer (M,F)
Swimming
Volleyball (M,F)
Water Polo

Group II – Head Var. JV & Frosh \$2,171

Varsity Cross Country (1)
Varsity Golf (M,F)
Varsity Tennis (M,F)
Asst. Varsity Football (M,F)
JV Baseball (1)
JV Basketball (M,F)
JV Football (1)
JV Soccer
JV Softball

Group II – (Continued) \$2,171

JV Volleyball
Frosh Baseball
Frosh Basketball
Frosh Football
Frosh Softball
Frosh Volleyball
Frosh Wrestling

Group III \$1,969.80

Asst. Baseball
Asst. Frosh Football
Asst. JV Football
Asst. Varsity Soccer
Asst. Softball
Asst. Swimming
Asst. Track
Asst. Wrestling

Group IV \$1,716.75

Asst. Basketball
Asst. Cross Country
Asst. Golf
Asst. Volleyball
Asst. Water Polo

Rates: Fringe Benefits Effective 07/01/2016

Appendix B-2

Blue Shield HMO

	ee amount	
\$1,016.18	\$0.00	Subscriber
\$2,032.36	\$757.74	Subscriber +1
\$2,642.07	\$1,057.45	Subscriber +2/more

Anthem Select HMO

	ee amount	
\$ 721.79	\$0.00	Subscriber
\$ 1,443.58	\$168.96	Subscriber +1
\$ 1,876.65	\$292.03	Subscriber +2/more

Blue Shield Net Value

	ee amount	
\$ 1,033.86	\$14.24	Subscriber
\$ 2,067.72	\$793.10	Subscriber +1
\$ 2,688.04	\$1,103.42	Subscriber +2/more

Athem Traditional HMO

	ee amount	
\$ 855.42	\$0.00	Subscriber
\$ 1,710.84	\$436.22	Subscriber +1
\$ 2,224.09	\$639.47	Subscriber +2/more

Kaiser

	ee amount	
\$ 746.47	\$0.00	Subscriber
\$ 1,492.94	\$218.32	Subscriber +1
\$ 1,940.82	\$356.20	Subscriber +2/more

United Health Care

	ee amount	
\$ 955.44	\$0.00	Subscriber
\$ 1,910.88	\$636.26	Subscriber +1
\$ 2,484.14	\$899.52	Subscriber +2/more

PERS Choice

	ee amount	
\$ 798.36	\$0.00	Subscriber
\$ 1,596.72	\$322.10	Subscriber +1
\$ 2,075.74	\$491.12	Subscriber +2/more

Pers Select

	ee amount	
\$ 730.07	\$0.00	Subscriber
\$ 1,460.14	\$185.52	Subscriber +1
\$ 1,898.18	\$313.56	Subscriber +2/more

PERS Care

	ee amount	
\$ 889.27	\$0.00	Subscriber
\$ 1,778.54	\$503.92	Subscriber +1
\$ 2,312.10	\$727.48	Subscriber +2/more

HealthNet

	ee amount	
\$808.44	\$0	Subscriber
\$1,616.88	\$342.26	Subscriber +1
\$2,101.94	\$517.32	Subscriber +2/more

	Family	2pty	Single	Married DBL Cap
District Medical Cap	\$ 1,590.00	\$ 1,280.00	\$ 1,025.00	\$2,100.00
Life Insurance	\$ 5.38	\$ 5.38	\$ 5.38	\$5.38
Total District toward premium	<u>\$ 1,584.62</u>	<u>\$ 1,274.62</u>	<u>\$ 1,019.62</u>	<u>\$2,089.24</u>

LIBERTY UNION HIGH SCHOOL DISTRICT

Evaluation Procedures and Criteria

PHILOSOPHY

The Liberty Union High School District shares a commitment to the continuous improvement of the District's strong educational program. Fulfilling this commitment requires an effective teacher-evaluation system which will improve the instructional practices & promote student learning. The evaluation process shall be a cooperative and shared effort on the part of the evaluator and the unit member, shall be continuous and constructive and must take place in an atmosphere of mutual trust and respect.

OBJECTIVES OF EVALUATION PROCESS

1. To insure continuous and improved instruction practices focused on student learning.
2. To facilitate the reflective practice and on going learning of the unit member.
3. To encourage professional collaboration between the unit member and the evaluator.
4. To assess the unit members over all performance based upon the evidence of meeting the CSTP criteria.
5. To identify areas of needed support & provide resources & assistance.
6. To insure monitoring and periodic review of employee's adherence to District courses of study.
7. To provide a systematic process and/or procedure the evaluation of school personnel.

**LIBERTY UNION HIGH SCHOOL DISTRICT
EVALUATION PERFORMANCE CRITERIA**

The performance criteria for the purposes of teacher evaluation are described in the following six standards. Evaluation shall address one or more of the criteria following each standard.

Standard #1: Teachers engage and support all students in learning.

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and Interest
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet Students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

Standard #2: Teachers create and maintain effective environments for student learning.

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

Standard #3: Teachers understand and organize subject matter for student learning.

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of content
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

Standard #4: Teachers plan instruction and design learning experiences for all students.

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

Standard #5: Teachers assess student learning.

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

Standard #6: Teachers continually develop as professional educators.

- 6.1 Reflecting on teaching practice in support of student learning
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 Working with families to support student learning
- 6.5 Engaging local communities in support of the instructional program
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students
- 6.7 Demonstrating professional responsibility, integrity, and ethical conduct

LIBERTY UNION HIGH SCHOOL DISTRICT

INITIAL CONFERENCE FORM

EVALUATEE: _____ *EVALUATOR:* _____

CHECKLIST:

- Unit member has been provided with a copy of the evaluation procedures.
- Unit member has been advised of the Evaluation Performance Criteria (Appendix C of the Agreement between LUHSD & LEA).
- Unit member has been advised of the possible final ratings on the summative evaluation form (Appendix C).
- Unit member has completed the Self Assessment using the California Standards for the Teaching Profession's Continuum of Teaching Practice.
- Based on the Self Assessment the unit member will focus on the following activities:

➤ Goal/Objective

➤ Goal/Objective

➤ Goal/Objective

It is understood that in signing this Initial Conference Form, the evaluatee and evaluator acknowledge having met to discuss evaluation procedures and criteria to be utilized during the evaluation period. Per Contract Article 17.1.3, this must be completed no later than the end of the 5th week of school.

Evaluatee's Signature

Date

Evaluator's Signature

Date

Levels of Teacher Development Across the CSTP

CSTP	Emerging Level 1	Exploring Level 2	Applying Level 3	Integrating Level 4	Innovating Level 5
Engaging and Supporting All Students in Learning	Expands awareness of curriculum and instructional practices to support understanding and engage students in learning.	Explores use of additional instructional practices to teach the curriculum and support student understanding and engagement.	Implements the curriculum using a variety of instructional practices and supplemental resources selected to improve student understanding and engagement.	Integrates extensive knowledge of curriculum, instructional practices, and supplemental resources to enhance and deepen student understanding and engagement.	Designs and implements comprehensive curriculum with multiple and varied instructional strategies and resources to support in depth studies of content and promote high levels of student understanding and engagement.
Creating and Maintaining Effective Environments for Student Learning	Recognizes the importance of building a positive learning environment that is focused on achievement.	Guides the development of a respectful learning environment focused on achievement.	Maintains a respectful and supportive learning environment in which all students can achieve.	Provides a respectful and rigorous learning environment that supports and challenges all students to achieve.	Facilitates a learning environment that is respectful, rigorous, and responsive in advancing student achievement.
Understanding and Organizing Subject Matter for Student Learning	Demonstrates knowledge of teaching as discrete skills as described in the <i>California Standards for the Teaching Professional (CSTP)</i> .	Expands knowledge of related elements of effective instruction, learning goals, assessments, and content as informed by the <i>CSTP</i> .	Utilizes knowledge of CSTP to makes connections between elements of effective instruction, learning goals, assessments, and content standards.	Articulates knowledge of the inter-relationships between elements of effective instruction, learning goals, assessments, and content across the <i>CSTP</i> .	Applies in depth knowledge of the <i>CSTP</i> to interconnect effective instruction, learning goals, and assessment within and across content areas.

Continuum of Teaching Practice The *Continuum of Teaching Practice* is not designed for use as a stand-alone observation or evaluation instrument.

Levels of Teacher Development Across the CSTP

CSTP	Emerging Level 1	Exploring Level 2	Applying Level 3	Integrating Level 4	Innovating Level 5
Planning Instruction and Designing Learning Experiences for All Students	Plans lessons using available curriculum and resources.	Plans lessons using expanded understanding of curriculum, related materials and resources, and assessments.	Plans differentiated instruction using a variety of adjustments and adaptations in lessons.	Plans lessons using a broad range of strategies to differentiate instruction as informed by multiple assessments.	Plans instruction flexibly utilizing a repertoire of instructional practices to differentiate instruction as informed by ongoing assessments.
Assessing Students for Learning	Develops understanding of required assessments and uses of data to inform student progress.	Explores the use of different types of assessments to expand understanding of student learning needs and support planning.	Utilizes a variety of assessments that provide targeted data on student learning to guide planning. Collaborates and reflects regularly with colleagues to improve teaching practice and student success.	Develops, adapts, and integrates assessments into instruction that provide ongoing data to guide planning differentiated instruction matched to assessed needs of students.	Utilizes a wide range of assessments strategically, systematically, and flexibly throughout instruction to identify student learning needs and guide ongoing adjustments in instruction that maximize student learning.
Developing as a Professional Educator	Works collaboratively with assigned colleagues to reflect on and improve teaching practice and student success.	Seeks collaboration with colleagues, resource personnel, and families to reflect on ways to improve teaching practice and student success.	Collaborates and reflects regularly with colleagues to improve teaching practice and student success.	Analyzes and integrates information from a wide range of sources to expand skills of collaboration and reflection as a habit of practice and to impact teacher effectiveness and student learning.	Engages in and facilitates collaborative learning communities focused on providing quality instruction and optimal learning for the full range of students.

Continuum of Teaching Practice The *Continuum of Teaching Practice* is not designed for use as a stand-alone observation or evaluation instrument. Developed in collaboration with the CCTC, CDE and New Teacher Center. Revised June 2012.

**Liberty Union High School District
DROP-IN EVALUATION FORM**

Educator _____ Course _____ Date _____
Evaluator _____ Period _____ Room _____ Time _____

Drop-in Standards Observed:

Standard 1: All Students Engaged and Supported
Supporting Evidence:

Area for growth:

Standard 2: Effective Classroom environment
Supporting Evidence:

Area for growth:

Standard 3: Subject Matter and Standards Knowledge/ Instructional Strategies
Supporting Evidence:

Area for growth:

Standard 4: Lesson Design
Supporting Evidence:

Area for growth:

Standard 5: Assess Student Learning
Supporting Evidence:

Area for growth:

EVALUATION PERFORMANCE CRITERIA

I. Engaging and Supporting All Students in Learning

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and Interest
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet Students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

II. Creating and Maintaining an Effective Learning Environment

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

III. Understanding and Organizing Subject Matter for Student Learning

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of content
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

IV. Planning Instruction and Designing Learning Experiences for all Students

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

V. Teachers assess student learning.

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

LIBERTY UNION HIGH SCHOOL DISTRICT

INFORMAL OBSERVATION REPORT

Teacher:	Class:	Period:	Room:
DATE OBSERVED:		LENGTH OBSERVED:	
LESSON TOPIC:			
CLASSROOM OBSERVATION SUMMARY:			

It is understood that in signing this Observation Report, the evaluatee's acknowledges having seen and/or discussed the report. The evaluatee's signature does not necessarily imply agreement with the conclusions of the evaluator. This document will be placed in your personnel file. You have ten (10) work days from receipt of this document to make any signed written comments you wish, which will be attached to this document and placed in your personnel file.

Evaluatee's Signature Date

Evaluators Signature Date

**LIBERTY UNION HIGH SCHOOL DISTRICT
PRE-OBSERVATION DATA SHEET FOR
FORMAL OBSERVATION**

Teacher:	Class:	Period:	Room:
DATE OBSERVED:		LENGTH OBSERVED:	
LESSON TOPIC:			

1. What are the learning objectives/benchmarks of this lesson for students?

2. What related instruction will be given prior to this lesson?

3. How will you know the learning objectives/benchmarks of the lesson were achieved?

4. What will be the specific observable student behaviors that demonstrate that the students have achieved the learning objective/benchmark of the lesson?

5. What will be the specific observable teaching strategies you will use to assure that all students achieve the learning objectives/benchmarks?

6. What related instruction will be given following this lesson?

7. Which of the following teaching standards do you wish to emphasize during the observation? Circle the letter(s) or identify "Other":
 - a. Engaging and supporting all students in learning
 - b. Creating and maintaining effective environments for learning
 - c. Understanding and organizing subject matter for student learning
 - d. Designing learning experiences and articulating learning goals and performance criteria
 - e. Assessing student learning
 - f. Other (Specify) _____

**LIBERTY UNION HIGH SCHOOL DISTRICT
FORMAL OBSERVATION REPORT**

Teacher:	Class:	Period:	Room:
DATE OBSERVED:		LENGTH OBSERVED:	
LESSON TOPIC:			

1. What learning objectives/benchmarks of the lesson were met?

2. What specific student behaviors demonstrated that they achieved the learning objectives/benchmarks?

3. Which specific teacher strategies were implemented?

4. Which teacher designated teaching standards to be observed were accomplished?

**LIBERTY UNION HIGH SCHOOL DISTRICT
CERTIFICATED EMPLOYEE INDEPENDENT EVALUATION ACTION RESEARCH
APPLICATION**

Teacher:	Location:	Subject:	
EVALUATOR:		SCHOOL YEAR:	DATE:

EMPLOYEE'S CURRENT STATUS:

1st Year Probationary <input type="checkbox"/>	Permanent <input type="checkbox"/>	Long Term Substitute <input type="checkbox"/>
2nd Year Probationary <input type="checkbox"/>	Temporary <input type="checkbox"/>	

1. **State the current Problem Statement that you have identified regarding student learning:** *(e.g. Why are students scoring well compared to the district average on the quarterly common assessments, but not scoring as well relatively on the CST's or the AP exams?)*

2. **What data supports your problem statement?** *(e.g. CST scores, common assessment scores, enrollment data, attendance date, disciplinary referral data, etc.)*

3. **What is your goal for this year in regards to your above problem statement?** *(e.g. I would like to have at least 10 % of may students taking Spanish4 next year.)*

4. **List at least three (3) activities that you will engage in to achieve your above goal.**

- ★
- ★
- ★

Plan approved / not approved on _____.

If approved, identify three dates for follow-up meetings: _____, _____, and _____.

Evaluatee Date

Evaluator Date

RECOMMENDATION:

	Continue in employment with continuing professional growth (Satisfactory Evaluation/Meets or Exceeds All Standards)
	Continue in employment with improvement needed in some areas (Satisfactory Evaluation/Meets Most Standards)
	Continue in employment with serious reservations. Immediate improvement required. (Unsatisfactory Evaluation/Does Not Meet Standards)
	Recommend termination of employment (Unsatisfactory Evaluation/Does Not Meet Standards)

I have received a copy of this report and discussed it with the evaluator on

_____ (Date)

Evaluatee's signature does not necessarily imply agreement with the conclusions of the evaluator, only that the process was completed. This document will be placed in your personnel file. You have ten (10) work days from receipt of this document to make any signed written comments you wish, which will be attached to this document and placed in your personnel file.

Evaluatee's Signature Date

Evaluator's Signature Date

Principal's Signature Date

**LIBERTY UNION HIGH SCHOOL DISTRICT
CERTIFICATED EMPLOYEE SUMMARY EVALUATION**

Teacher:	Location:	Subject: Room:	
EVALUATOR:		SCHOOL YEAR:	DATE:

EMPLOYEE'S CURRENT STATUS:

1st Year Probationary <input type="checkbox"/>	Permanent <input type="checkbox"/>	Long Term Substitute <input type="checkbox"/>
2nd Year Probationary <input type="checkbox"/>	Temporary <input type="checkbox"/>	

Summary narrative shall address one or more of the following criteria:

Standard #1: Teachers engage and support all students in learning.

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interest
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

Evidence:

✓

Areas for growth:

✓

Summary narrative shall address one or more of the following criteria:

Standard #2: Teachers create and maintain effective environments for student learning.

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

Evidence:

✓

Areas for growth:

✓

Summary narrative shall address one or more of the following criteria:

Standard #3: Teachers understand and organize subject matter for student learning.

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of content
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

Evidence:

✓

Areas for growth:

✓

Summary narrative shall address one or more of the following criteria:

Standard #4: Teachers plan instruction and design learning experiences for all students.

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

Evidence:

Areas for growth:

✓

Summary narrative shall address one or more of the following criteria:

Standard #5: Teachers assess student learning.

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

Evidence:

✓

Areas for growth:

✓

Summary narrative shall address one or more of the following criteria:

Standard #6: Teachers continually develop as professional educators.

6.1 Reflecting on teaching practice in support of student learning

6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development

6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning

6.4 Working with families to support student learning

6.5 Engaging local communities in support of the instructional program

6.6 Managing professional responsibilities to maintain motivation and commitment to all students

6.7 Demonstrating professional responsibility, integrity, and ethical conduct

Evidence:

✓

Areas for growth:

✓

SUMMARY COMMENTS:

RECOMMENDATION:

	Continue in employment with continuing professional growth (Satisfactory Evaluation/Meets or Exceeds All Standards)
	Continue in employment with improvement needed in some areas (Satisfactory Evaluation/Meets Most Standards)
	Continue in employment with serious reservations. Immediate improvement required. (Unsatisfactory Evaluation/Does Not Meet Standards)
	Recommend termination of employment (Unsatisfactory Evaluation/Does Not Meet Standards)

I have received a copy of this report and discussed it with the evaluator on

(Date)

Evaluatee's signature does not necessarily imply agreement with the conclusions of the evaluator, only that the process was completed. This document will be placed in your personnel file. You have ten (10) work days from receipt of this document to make any signed written comments you wish, which will be attached to this document and placed in your personnel file.

Evaluatee's Signature Date

Evaluator's Signature Date

Principal's Signature Date

LIBERTY UNION HIGH SCHOOL DISTRICT

Performance Improvement Program

A conference with the employee and the Principal will be held to assist the employee in attaining a satisfactory performance. The following steps will be included in the Employee Performance Improvement Plan:

1. The Principal will:
 - a. Define in writing the specific areas requiring improvement.
 - b. Prescribe specific activities designed for the employee to overcome deficiencies and improve performance.
 - c. Monitor and assess the employee's progress toward Performance Improvement Program goals through frequent scheduled and unscheduled classroom observations and follow-up conferences.
2. The Performance Improvement Program as prescribed by the Principal will be designed for the specific needs of the employee. Improvement activities may include, but are not limited to, the items listed below. The Principal may request that the employee:
 - a. Attend in-service workshops and conferences at District expense.
 - b. Observe another teacher, program, or school.
 - c. Seek assistance of Department Chairperson and/or other colleagues.
 - d. Prepare daily written lesson plans on District pre-observation form and submit these lesson plans weekly.
 - e. Conduct pre- and post-testing to determine student progress.
 - f. Conduct self-appraisal through video taping. Employee will select person to do taping and tape will be seen by the employee only.
 - g. Read professional articles, journals, and/or books.
 - h. Suggest other ways to carry out Performance Improvement Program.
3. The employee may select, with the approval of the evaluator, not more than three additional individuals who will assist the teacher with the remediation program. These individuals must possess a valid teaching credential and shall not participate in the formal evaluation judgments.
4. The District shall grant up to six (6) days total release time per evaluation year to implement the options stated above in point 2. Upon request, additional release time may be provided by the District.
5. In the event the results of the Performance Improvement Program are deemed unsatisfactory by the Principal, the Principal shall recommend to the Superintendent what further action is appropriate.

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INITIAL CONFERENCE FORM – COUNSELOR

Evaluatee _____

Evaluator _____

Checklist

- 1 _____ Unit member has been provided with a copy of the evaluation procedures
- 2 _____ Unit member has been advised of the Evaluation Performance Criteria (printed on back of this page)
- 3 _____ Unit member has been advised of the possible final ratings on the Summative Evaluation form (Appendix C of the LEA/LUHSD Contract).
- 4 _____ Unit member has identified the following areas/elements from the job description for school counselors (see back of this page) and submitted them as their focus Goals and Objectives for the year (minimum of two).

Note: Unit member’s evaluation will not necessarily be limited to these goals

Goal/Objective #1 (State which Evaluation area and Element(s) you have chosen)

Goal/Objective #2 (State which Evaluation area and Element(s) you have chosen)

Goal/Objective #3 (State which Evaluation area and Element(s) you have chosen)

(Use attachment if more space is needed)

It is understood that in signing this Initial Conference Form, the evaluatee and evaluator acknowledge having met to discuss the evaluation procedures and criteria to be utilized during the evaluation period. **Per Contract Article 17.1.3: This must be completed no later than the end of the 5th week of school.**

Evaluatee’s Signature _____

Date _____

Evaluator’s Signature _____

Date _____

Liberty Union High School District
EVALUATION CRITERIA – COUNSELOR

I – COUNSELOR – STUDENT RELATIONSHIP

1. Students are advised regarding status toward graduation and meeting college admission requirements, either individually or in group settings
2. Student support services, including district-provided and community-based resources, are clearly communicated and appropriate referrals are made
3. Provides assigned students with an integrated program of counseling services, as needed, that promote personal and academic success
4. Is proactive in employing strategies that promote a positive supportive environment for students marked by trust and mutual respect
5. Assists students in interpreting the implications of data from standardized and other testing

II – COUNSELOR – TEACHER RELATIONSHIP

1. Assists teachers by working with students to promote a classroom environment that is conducive to learning
2. Is available to discuss problems concerning their counselees and follows through on Teacher referrals
3. Is knowledgeable about the school’s courses of study so students are placed appropriately
4. Establishes and maintains regular and positive communications with teachers
5. Assists teachers in formulating strategies which facilitate equal access and opportunities for students with unique needs

III – COUNSELOR – PARENT RELATIONSHIP

1. Informs parents of student’s progress in regard to academic and vocational goals, as well as behavioral expectations
2. Serves as a resource person re: community organizations to which student and parent referrals may be made to provide supplemental counseling
3. Effectively serves as a liaison between teachers and parents, including initiating conferences when appropriate
4. Provides information to parents in individual and group settings regarding post-high school plans

IV – COUNSELOR – ADMINISTRATOR RELATIONSHIP

1. Works effectively with assistant principal to provide support and leadership for a small learning community (SLC)
2. Works cooperatively with administrative staff to support a positive school climate, student safety, learning environment and efficient operation
3. Suggests, or may provide, programs or services which will improve the quality of the guidance services available to students
4. Keeps lead counselor and appropriate administrator informed regarding any happening or situation which could have a significant positive or negative effect on the school
5. Understands and operates within the district and school policies

V – PROFESSIONAL RESPONSIBILITIES

1. Stays current on academic and/or vocational post high school options for students
2. Builds on inter-personal counseling skills through workshops or coursework
3. Is a reflective practitioner who evaluates effectiveness of counseling services provided and implements improvements
4. Attends and actively engages in site and district meetings required of counselors
5. Maintains dependable office hours within the parameters of the LEA-LUHSD Contract

Liberty Union High School District
CERTIFICATED EMPLOYEE **SUMMARY** EVALUATION
COUNSELOR

Counselor: _____ **School Year:** _____

Evaluator: _____ **Date:** _____

Site: _____ **Status (circle):** Prob 0/1 Prob 2 Tenured

I – COUNSELOR – STUDENT RELATIONSHIP

- A. Students are advised regarding status toward graduation and meeting college admission requirements, either individually or in group settings.
- B. Student support services, including district-provided and community-based resources, are clearly communicated and appropriate referrals are made.
- C. Provides assigned students with an integrated program of counseling services, as needed, that promote personal and academic success.
- D. Is proactive in employing strategies that promote a positive supportive environment for students marked by trust and mutual respect.
- E. Assists students in interpreting the implications of data from standardized & other testing.

RATING: _____ **SATISFACTORY** _____ **UNSATISFACTORY**

COMMENTS: _____

II – COUNSELOR – TEACHER RELATIONSHIP

- A. Assists teachers by working with students to promote a classroom environment that is conducive to learning.
- B. Is available to discuss problems concerning their counselees and follows through on teacher’s referrals.
- C. Is knowledgeable about the school’s courses of study so students are placed appropriately.
- D. Establishes and maintains regular and positive communications with teachers.
- E. Assists teachers in formulating strategies which facilitate equal access and opportunities for students with unique needs.

RATING: _____ **SATISFACTORY** _____ **UNSATISFACTORY**

COMMENTS: _____

III. COUNSELOR – PARENT RELATIONSHIP

- A. Informs parents of student’s progress in regard to academic and vocational goals, as well as behavioral expectations.
- B. Serves as a resource person re: community agencies to which student and parent referrals may be made to provide supplemental counseling.
- C. Effectively serves as a liaison between teachers and parents, including initiating conferences when appropriate.
- D. Provides information to parents in individual and group settings regarding post-high school plans.

RATING: _____ **SATISFACTORY** _____ **UNSATISFACTORY**

COMMENTS: _____

IV – COUNSELOR – ADMINISTRATOR RELATIONSHIP

- A. Works effectively with assistant principal to provide support and leadership for a small learning community (SLC).
- B. Works cooperatively with administrative staff to support a positive school climate, student safety, learning environment and efficient operation.
- C. Suggests, or may provide, programs or services which will improve the quality of the guidance services available to students.
- D. Keeps lead counselor and appropriate administrator informed regarding any happening or situation which could have a significant positive or negative effect on the school.
- E. Understands and operates within the district and school policies.

RATING: _____ **SATISFACTORY** _____ **UNSATISFACTORY**

COMMENTS _____

V – PROFESSIONAL RESPONSIBILITIES

- A. Stays current on academic and/or vocational post high school options for students.
- B. Builds on inter-personal counseling skills through workshops or coursework.
- C. Is a reflective practitioner who evaluates effectiveness of counseling services provided and implements improvements.
- D. Attends and actively engages in site and district meetings required of counselors.
- E. Maintains dependable office hours within the parameters of the LEA-LUHSD Contract.

RATING: _____ **SATISFACTORY** _____ **UNSATISFACTORY**

COMMENTS: _____

OVERALL RATING

- _____ Continue in employment with continuing professional growth
(**Satisfactory** Evaluation/Meets or Exceeds Standards)
- _____ Continue in employment with improvement needed in some areas
(**Satisfactory** Evaluation/Meets Some Standards)
- _____ Continue in employment with serious reservations. Immediate improvement required
(**Unsatisfactory** Evaluation/Does Not Meet Standards)
- _____ Recommend termination of employment
(**Unsatisfactory** Evaluation/Does Not Meet Standards)

SUMMARY COMMENTS: _____

Evaluatee's Signature below does not necessarily imply agreement with the content of this evaluation or the ratings of the evaluator, only that he/she is aware of this document and its placement in the employee's Personnel File. The evaluatee has ten (10) working days from receipt of this evaluation to draft a written response, if desired, and have it attached.

EVALUATEE'S SIGNATURE _____ DATE _____

EVALUATOR'S SIGNATURE _____ DATE _____

PRINCIPAL'S SIGNATURE _____ DATE _____

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Archived

- 7.2.1 If the principals at schools on a 4x4 block schedule establish a grade submission deadline for the first and third semesters prior to the fall and spring intersession breaks, then teachers will have sufficient duty time to grade their semester tests and prepare final grades. The first and third semesters at the schools on a 4x4 block schedule will end with three (3) minimum instructional days for students, with teachers having the afternoon free of other obligations to prepare their grades. Final testing will be expected to take place on the first two (2) minimum days with the third minimum day for makeup testing and other activities to be determined at the site level. Grades will be due no later than 4:30 p.m. on the day that ends the final week of the first and third semester.

- 11.4.2 If any comprehensive high school in the District on a 4x4 block schedule, the intended student load maximum of ninety six (96) will trigger the remedy described in Article 11.4.2.2.

- 12.1.3.3 Teachers may choose to receive compensatory time instead of salary for utilization during preparation periods, study sessions, or advisory classes.
- 12.1.3.4 Teachers may bank ten (10) hours of compensatory time.
- 12.1.3.5 With Principal's prior approval teachers may use banked time for individual periods off (on a minute/hourly basis) or for compensatory days as needed.
- 12.1.3.6 Teachers are responsible for checking the accuracy of both banked time and compensated periods earned.

Arbitration Resolution

Memorandum of Understanding
Between

Liberty Education Association

And


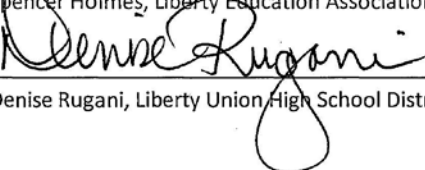
Liberty Union High School District

18 May 2012

The Parties agree to the following:

1. The use of curriculum in the Advisory period at Freedom High School will continue to be voluntary.
2. Use or non-use of curriculum materials in Advisory period cannot be used for discipline or evaluation.
3. The District agrees that LEA has the right to bring the issue of Advisory to the current negotiations or future negotiations.
4. This MOU resolves the grievance filed by LEA on 27 January 2012, relating to Article 7.

The provisions of this Memorandum of Understanding shall become effective immediately upon signature by both parties.

	<i>18 May 2012</i>
Spencer Holmes, Liberty Education Association	Date
	<i>May 18, 2012</i>
Denise Rugani, Liberty Union High School District	Date

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