

AGREEMENT

BETWEEN

THE LIVERMORE VALLEY JOINT

UNIFIED SCHOOL DISTRICT

AND

THE LIVERMORE EDUCATION ASSOCIATION

JULY 1, 2003 - JUNE 30, 2007

LEA/LVJUSD 2003-2007 CONTRACT

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

LIVERMORE, CALIFORNIA

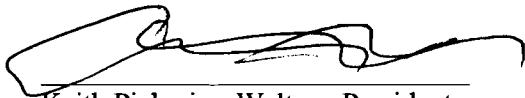
BOARD OF EDUCATION

Julie Orvis President
Rebecca Hudson..... Clerk
Tom McLaughlin Member
Bill Morrison..... Member
Anne White Member
Brenda Miller Superintendent

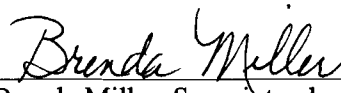
LIVERMORE EDUCATION ASSOCIATION OFFICERS

Keith Pickering-Walters..... President
Terri Nighswonger Vice President
Karen Framsted Secretary
Kathleen Goucher Treasurer
Sue Yalom..... Elementary Representative
Linda Garbutt Middle School Representative
Grare Davis High School Representative

IN WITNESS WHEREOF of the action taken by the Livermore Education Association to ratify this agreement in May 2007, the Association has caused this agreement to be signed by its current President, and in witness of the action taken by the Livermore Valley Unified School District Board of Education to ratify this agreement at its meeting of May 8, 2007, the District has caused this agreement to be signed by its Superintendent.



Keith Pickering-Walters, President
Livermore Education Association



Brenda Miller, Superintendent
Livermore Valley Joint Unified School
District

Dated: May 8, 2007

Dated: May 8, 2007

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ARTICLE 1: AGREEMENT

- 1.1 This is a binding and bilateral Agreement made and entered into this fourteenth day of December 2004, between the Livermore Valley Joint Unified School District (hereinafter referred to as the "District") and the Livermore Education Association, local affiliate of the California Teachers Association, and the National Education Association (hereinafter referred to as the "Association").
- 1.2 This Agreement shall be in effect upon ratification through June 30, 2007.
- 1.3 For the initial year of the Agreement, the Association and District shall jointly pay for the reproduction of this Agreement and notebooks to hold it. It shall be distributed to all members and to new bargaining unit members. Any amendments to this Agreement shall be available on the District website. At the time of ratification of any amendment, each unit member shall be notified and shall be responsible for the reproduction of the amendment and entering of it into his/her notebook.

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ARTICLE 2: RECOGNITION

- 2.1 The District confirms its recognition of the Livermore Education Association, local affiliate of the California Teachers Association and the National Education Association as the exclusive representative and bargaining agent for that unit of the unit members recognized by the District per its Resolution No. 6-76/77 dated July 24, 1976. (See Appendix A.)

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ARTICLE 3: DEFINITIONS

- 3.1 "Bargaining Unit Member" refers to any full-time, part-time, or job-sharing unit member who is included in the appropriate unit as defined in Article I, and therefore covered by the terms and provisions of this Agreement.
- 3.2 "Day" means a day when schools in the District are in session, excluding Saturdays, Sundays and Summer Sessions unless otherwise defined for a specific article.
- 3.3 "Domestic Partners" are "District domestic partners" and/or "Registered domestic partners."
- 3.3.1 "Registered domestic partner" is a bargaining unit member, who with another individual is registered with the Office of Secretary of State pursuant to California Family Code section 297.
- 3.3.2 "District domestic partner" is a bargaining unit member, who with another individual regardless of gender is not registered with the Office of Secretary of State, but who have completed, signed and notarized the Livermore Valley Joint Unified School District Affidavit of Domestic Partnership (Appendix H).
- 3.4 "Preparation periods" except in emergencies are periods to be used by teachers for the purpose of counseling with students, conferencing with parents, correcting student work, instructional planning, or other activities related to preparation for teaching duties.
- 3.5 "Year" means July 1 through June 30.

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ARTICLE 4: DISTRICT RIGHTS

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

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ARTICLE 5: ASSOCIATION RIGHTS

- 5.1 The Association has permission to use the intradistrict mail system and school buildings. Building use shall be before or after regularly scheduled school hours subject to conditions under the "Civic Center Act".
- 5.2 The Association is entitled to use bulletin boards, at least one of which shall be provided at each school site in an area frequented by teachers.
- 5.3 The Association shall have the right to use mail boxes and other means of communication as long as there is no cost to the School or District.
- 5.4 Authorized representatives of the Association shall have the right of access at reasonable times to areas in which unit members work, for the purpose of transacting official business, provided that this shall not interfere with or interrupt normal school operations.
- 5.5 The Association shall be provided copies of the expanded agenda of Board meetings, including any non-confidential study material sent to the Board after the agenda is distributed, and excluding confidential and executive session material.
- 5.6 The Association shall have reasonable access to all non-confidential financial reports and documents.
- 5.7 The Association shall request on a yearly basis the amount of released time for the President, providing a suitable replacement can be found. The President shall receive all regular full time salary, STRS, Worker's Compensation, Unemployment Insurance, and other negotiated benefits commensurate with his/her placement on the salary schedule, including regular advancement according to accumulated units and longevity. The Association shall reimburse the District for that portion of the salary, STRS, Worker's Compensation, Unemployment Insurance and negotiated benefits equal to District replacement cost of that portion of the leave granted. This request may be renewed each year. This request shall be made prior to June 1, and the leave shall take effect at the beginning of the school year.
- 5.8 The position vacated by this leave shall be filled on a temporary basis. At the completion of the term(s) of presidency, the President may exercise the option of returning to the previously held position.
- 5.9 The District shall provide the Livermore Education Association President with an accurate roster of the certificated staff indicating the correct time percentage assignment for each teacher by October 1.

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ARTICLE 6: ORGANIZATIONAL SECURITY

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

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- 6.7 The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 6.2 of this Article.
- 6.8 **HOLD HARMLESS**
- 6.8.1 The Association agrees to pay to the District all reasonable legal fees and costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation, and agrees to pay any judgment or settlement liability arising out of such challenges.
- 6.8.2 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed. However, this right shall not impair the District's right to choose its representative in the event of a challenge.

ARTICLE 7: PAYROLL DEDUCTIONS

7.1 The District shall deduct the Association membership dues as voluntarily authorized in writing by the Association members on a form approved by the District and remit to the Association as mutually agreed upon subject to the following conditions.

7.1.1 Such deduction shall be made only upon submission of the District-approved payroll deduction authorization form to the designated representative of the District after being duly completed and executed by the unit member and forwarded by the Association.

7.1.2 The District shall not be obligated to put into effect any deduction cancellation received after the payroll closing date for each pay period as required by the payroll processing system being used.

7.1.3 Pursuant to such authorization, the District shall, beginning with the October salary warrant of the school year, deduct one-tenth (1/10) of such dues from each salary warrant each month for the next ten (10) months.

7.1.4 Deductions for members of the unit who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

7.1.5 Unit members wishing to join the Association shall have payroll deduction cards submitted to the payroll office no later than the 25th of the month preceding the month they wish the deduction to become effective. The District shall not assume any responsibility for deducting, collecting or paying dues to the Association for unit members whose authorization forms are not received during the periods specified.

7.1.6 The Association shall notify all its members annually as to the dues structure for membership in the Association.

7.2 Other Deductions

7.2.1 The District shall make other deductions as voluntarily authorized in writing by the unit member for:

7.2.1.1 Tax Sheltered Annuities

7.2.1.2 Health, Dental and Vision Plans

7.2.1.3 Dues for exclusive representatives and other professional associations

7.2.1.4 Credit Unions

7.2.1.5 Insurance companies

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- 7.2.1.6 Charitable deductions
- 7.2.1.7 IRS Section 125
- 7.2.2 With the exception of tax sheltered annuities and Health Benefit Plans provided by the District, the District shall not make deductions when fewer than twenty (20) unit members have authorized the deductions.
- 7.2.3 When a deduction group falls below the minimum level of twenty (20), unit members shall be notified to make other arrangements for payment and District deductions shall cease as soon as possible.
- 7.2.4 Deductions shall not continue beyond 90 days after the date that the individuals in the particular group have been notified. These conditions shall apply to all of the above listed groups.
- 7.2.5 Addition of new groups, which meet the minimum number of twenty (20) individuals, will be added to the certificated payroll deduction listing and system within 90 days from the date that all twenty (20) authorizations are received in the Payroll Department.
- 7.2.6 The date of additional deductions to the payroll system shall be at the discretion of the Payroll Department and based upon payroll system demands and cutoffs for processing.
- 7.2.7 Should the limitations of the payroll system prevent the addition of groups, or require the elimination of groups, for whatever reason, the District shall not be required to comply with the provisions of this section.

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ARTICLE 8: WORK YEAR

- 8.1 The unit member work year shall be 180 student instructional days, three (3) teacher workdays, and three (3) Staff Development Buy Back Program days, as restricted below, with the following exception: psychologists. The extra days for this exception shall immediately precede and immediately follow the regular teacher calendar dates.
- 8.1.1 Psychologists shall work 206 days, including three (3) Staff Development Buy Back Program days, as restricted below.
- 8.2 The following restrictions shall apply to the unit member/teacher work days:
- 8.2.1 The first work day shall precede the first student day.
- 8.2.2 The second work day shall be scheduled for elementary schools at the end of the first grading period, and for departmentalized schools at the end of the first semester.
- 8.2.3 The third work day shall be scheduled immediately following the last student day.
- 8.3 The calendar(s) shall be set forth in Appendix B, and are attached to and incorporated into this Agreement.
- 8.4 Staff Development Buy Back Day Program
- 8.4.1 Bargaining unit members shall be required to attend all three Staff Development Days for 6.5 hours each day. Members may use only sick leave, personal necessity leave for death or serious illness of the unit member or his/her immediate family or an accident involving his or her person or property or the person or property of a member of his or her immediate family, jury leave, bereavement leave, leaves due to a court subpoena and military leave. (See: Education Code section 44981). Use of any other leave shall result in the unit member's pay being docked 6.5 hours for the missed staff development day.
- 8.4.2 The District shall offer two "make-up" days each school year to provide opportunities for unit members to make up a missed staff development day during that school year. Make-up time will not be in hour-per-hour increments, but rather in a half-day or full-day increment. Specifically, if 3-1/4 hours or less is missed, a half-day must be made up and if more than 3-1/4 hours is missed, a full day must be made up. The "make-up" day may only be used to cover time missed in a staff development day in the same school year.
- 8.4.3 A unit member who misses a staff development day due to illness or other allowable leave listed in Section 8.4.1 and who participates in the "make-up" staff development day shall have his/her sick leave or personal necessity leave day reinstated for the same school year.

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- 8.4.4 A unit member who missed a staff development day for any reason other than an approved leave from Section 8.4.1 and who participates in the “make-up” staff development day in the same school year shall not have his/her pay docked for the missed staff development day.
- 8.4.5 A unit member who misses a staff development day for any reason other than an approved leave from Section 8.4.1 and who does not participate in the “make-up” staff development day in the same school year shall have his/her pay docked for the missed staff development day and shall lose STRS service credit due to the docked day.
- 8.4.6 Three (3) days of the total work days specified in 8.1 above for unit members shall be provided through the Staff Development Buy Back Day Program, Senate Bill 1193, so long as there is a continuation of such a program and funding. If the state discontinues the program or if the District becomes ineligible for the funding, the work year shall be reduced by the three (3) days and the salary schedule shall be adjusted on a per diem basis to reflect this decreased work year.
- 8.4.7 If additional staff development buy back days become available pursuant to state law, either party may request negotiations regarding those additional days.
- 8.4.8 Part-time bargaining unit members shall only be required to attend Staff Development Buy Back Days or make-up days in proportion to their current FTE. Times of attendance shall be mutually agreed to by the bargaining unit member and the principal. Should a part-time bargaining unit member attend beyond his/her proportion, such time shall be as a volunteer, and the bargaining unit member shall not be paid for it.

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ARTICLE 9: WORK DAY

- 9.1 Bargaining unit members as professional people, have a wide variety of responsibilities that cannot be limited to the formal hours of instruction in the classroom. All bargaining unit members are expected to fulfill their professional obligations.
- 9.2 It is reasonable to expect school personnel to be available to students, parents, and other community members just prior to and immediately following the hours of instruction and in general to carry out the duties and responsibilities as outlined in their job description.
- 9.3 The District may require unit members to perform annually the following non-teaching duties necessary to the operation of the site:
- 9.3.1 Faculty meetings
 - 9.3.2 Parent Conferences
 - 9.3.3 Back-to-School Night
 - 9.3.4 Yard, recess and bus duty
 - 9.3.5 Department, curriculum and articulation meetings
 - 9.3.6 School Site Council
 - 9.3.7 Legally mandated activities, including but not limited to IEP, SST, and 504 meetings, WASC and PQR activities.
- 9.4 By September 30th of each school year, a meeting shall be scheduled for all bargaining unit members and the administration to determine which extracurricular activities involving bargaining unit members shall occur at the site.
- 9.4.1 What activities shall occur at the site. The staff shall determine the value of the activities to the school community.
 - 9.4.2 After determining those activities which may occur, all bargaining unit members shall determine a method for equitable distribution of those activities among the entire unit, taking into consideration all other non-teaching responsibilities. If too many people wish to perform the same activities, the staff shall come up with a method for tie-breaking.
 - 9.4.3 If the process set forth in Section 9.4.2 does not result in all valuable activities being covered, the principal may ask all bargaining unit members to reconsider how to have those activities covered.
 - 9.4.4 If a new activity arises after the distribution of activities has occurred, the parties shall utilize the steps in Sections 9.4.2 through 9.4.3 to distribute the activity.

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- 9.5 In order to fulfill this responsibility all classroom teachers shall be available at the school site at least 30 minutes prior to the beginning of their first scheduled class or period. In those cases when the first class or period is scheduled prior to 8:00 a.m. the 30 minutes before class or period requirement may be administratively modified. However, such modification will not lengthen or shorten the teacher work day. Normally, the teacher will remain at work no fewer than six and one-half (6 and 1/2) hours excluding duty free lunch.
- 9.6 Request for temporary adjustments in the above work day shall be approved by the immediate supervisor, who shall not be arbitrary or capricious in his/her denials.
- 9.7 Part time/Itinerant Teachers
- 9.7.1 Unit members who work at two sites shall have a meeting with the administrators from both sites to establish a schedule and calendar for the year related to the performance of non-teaching duties as set forth in 9.3.
- 9.7.2 Part time unit members shall be entitled to prorate "their other non-teaching duties" in accordance with the percentage of time worked of a full-time equivalent. Part time teachers and their administrators may mutually agree that part time teachers will perform additional duties and that they will be compensated for those additional "other non-teaching duties" beyond their pro rata share of duties.
- 9.8 Substitute Service by Regular Teachers -- This section applies only to those emergency situations in which the District is unable to obtain substitute teachers. This section does not apply to field trips, outdoor education, or other nonemergency situations.
- 9.8.1 Regular elementary classroom teachers shall be paid the special hourly certificated rate when directed by their Principal to be responsible for up to 16 students assigned to an absent classroom teacher. The special hourly certificated pay rate is doubled when there are 17 or more additional students. Such service for 30 minutes or longer shall be paid as a whole hour. Service less than 30 minutes shall not be paid. (Example: One hour and 30 minutes shall be paid as two hours of service. One hour and 29 minutes shall be paid as one hour of service.)
- 9.8.2 Secondary unit members called upon to substitute during their preparation period shall be paid the current special hourly certificated rate. The unit member shall not be required to make up the additional class period to complete the school day requirement on site.
- 9.9 The District retains the right to configure the instructional day, including passing time and homerooms, within the limits stated in this Agreement. Scheduling of the school day shall be determined by the Principal with input from the School Site Council and the staff.

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9.10 Kindergarten

- 9.10.1 The teachers shall be notified each year by the Principal of the total number of instructional minutes required by State law. The following additional guidelines shall also apply:
 - 9.10.1.1 Configuration of the instructional day shall be determined by the school site staff for purposes of determining how schedules may be staggered or non-staggered in accordance with State law.
 - 9.10.1.2 Kindergarten teachers shall not be required to assist in grades 4 or 5, except at the option of the Kindergarten teacher.
- 9.10.2 There shall be four (4) days for "Parent Conferences" in the fall and four (4) in the spring.

9.11 Grades 1-3

- 9.11.1 The teachers shall be notified each year by the Principal of the total number of instructional minutes required by State law. The following additional guidelines shall also apply:
 - 9.11.1.1 No day shall have fewer than 240 minutes.
 - 9.11.1.2 All stagger minutes shall be included within the calculation in accordance with State law.
 - 9.11.1.3 Up to fifty (50) minutes may be used for staggered reading time.
 - 9.11.1.4 Staggered reading time shall be included in the calculation of the total amount of instructional time as provided in Education Code section 46205.
- 9.11.2 The number of stagger and non-stagger days shall be determined by the school site staff.
- 9.11.3 There shall be at least two parent conference periods per year. Configuration of the parent conference periods shall be determined by the school site staff.
 - 9.11.3.1 Student instructional time shall be 240 minutes, non-staggered time exclusive of lunch and recess.
 - 9.11.3.2 There shall be four (4) days for "Parent Conferences" in the fall and four (4) in the spring.

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9.12 Grades 4-5 (Elementary Schools)

- 9.12.1 The teachers shall be notified each year by the Principal of the total number of instructional minutes required by State law. The following additional guidelines shall also apply:
- 9.12.1.1 No day shall have fewer than 240 minutes
 - 9.12.1.2 There shall be at least two parent conference periods per year. Configuration of the parent conference periods shall be determined by the school site staff.
 - 9.12.1.3 There will be three (3) reporting periods, fall, spring, and at the end of the year.
 - 9.12.1.4 Student instructional time shall be 240 minutes, excluding lunch and recess.
 - 9.12.1.5 There shall be eight (8) minimum days for "Parent Conference days" in the fall.
 - 9.12.1.6 There shall be four (4) minimum days for "Parent Conference days" in the spring.
 - 9.12.1.7 These days shall be used for conferences related to the promotion or retention of students, curriculum linkage testing, other problems that might affect student progress, and/or by teacher or parent request.

9.13 Grades 6-8 (Middle schools)

- 9.13.1 The teachers shall be notified each year by the Principal of the total number of instructional minutes required by State law. The following additional guidelines shall also apply:
- 9.13.2 The teachers shall be notified by the Principal of the allowable passing time each year.
 - 9.13.3 Homeroom periods may be counted as instructional time.
 - 9.13.4 The length and number of instructional periods for each school site shall be at the discretion of the local school site, with the approval of the Superintendent. Every teacher shall have a preparation period each day. Homeroom/advisory periods shall be at the discretion of the local school site with the approval of the Superintendent or designee and shall not result in an increase in the total number of instructional minutes.

9.14 Grades 9-12 (High schools)

- 9.14.1 The teachers shall be notified each year by the Principal of the total number of instructional minutes required by State law. The following additional guidelines shall also apply:
- 9.14.2 The teachers shall be notified by the Principal of the allowable passing time each year.

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- 9.14.3 Homeroom periods may be counted as instructional time.
- 9.14.4 The length and number of instructional periods for each school site shall be at the discretion of the local school site, with the approval of the Superintendent. Every teacher shall have a preparation period each day. Homeroom/advisory periods shall be at the discretion of the local school site with the approval of the Superintendent or designee and shall not result in an increase in the total number of instructional minutes.
- 9.15 The District shall provide three 40 minute preparation periods per week for regular classroom teachers in grades 1, 2, and 3, and two for science preparation teachers, excluding the first week of school. The District shall provide five 40 minute preparation periods per week for regular classroom teachers in grades not covered by the Class Size Reduction Program, excluding the first week of school. Preparation periods may be adjusted for minimum days. Preparation time for part-time science preparation teachers shall be pro-rated.
- 9.15.1 Preparation periods on Monday or Friday, for teachers in grades covered by the Class Size Reduction Program, may be rotated from year to year and the method of that rotation shall be at the discretion of each school site.
- 9.16 The school site shall provide a break for the teachers on recess/playground duty so that they can attend to personal necessities.
- 9.17 Participation in any overnight education programs shall be voluntary and shall not be a requirement of the teaching assignment. Teachers shall not be expected to pay for the cost of the overnight trip, nor to organize fundraising activities for this program. Prior to scheduling any overnight activity, the teachers shall be involved in the planning and decision making of that activity.
- 9.18 Greater than Full-Time. If the school administrator identifies an unfilled period following the development of the master schedule, that period shall be filled pursuant to Section 14.2. If the period cannot be filled in this manner, the following steps shall be taken:
- 9.18.1 The Human Resources Office shall be notified and an attempt will be made to consolidate this unfilled period with any other unfilled periods in the District requiring the same credential and these unfilled periods shall remain posted. A copy of the posting shall be e-mailed to LEA.
- 9.18.2 The school administrator shall consider all applications received, and provide first consideration to those unit members who are less than full time. If there are no such applications, then the school administrator shall make his or her recommendation based upon the following criteria:
- 9.18.2.1 Credential, including major and minor fields of study.
- 9.18.2.2 Special skills required for the particular assignment.
- 9.18.2.3 Teaching experience.
- 9.18.2.4 Ability to provide service with minimal disruption for students.

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- 9.18.2.5 Should the administrator determine that all of these criteria are equal, the most senior teacher shall be provided the additional period.
- 9.18.3 If a member applies to teach an unfilled period and this creates an assignment in excess of 1.0 FTE., the unit member shall complete an application form indicating how he/she will meet his/her regular responsibilities. If the plan is acceptable to the site administrator, it shall be forwarded to LEA, prior to submission to the Board with a recommendation for approval. The unit members shall be paid an amount to one class period of his/her regular salary for each approximate 45 minutes per day so taught.

ARTICLE 10: SPECIAL EDUCATION

10.1 Hard to Fill Special Education Positions. The Association and the District agree that from time to time certain credentialed positions become hard to fill, due to a shortage of bargaining unit members with the appropriate credential or due to the particular difficulty of the assignment.

10.1.1 Annually, the District shall notify the Association on or before the end of the school year of the hard to fill Special Education positions. Types of Special Education positions include, but are not limited to, special day class teachers, psychologists, resource specialist program teachers, etc.

10.1.2 District Subsidized Tuition Training for Hard to Fill Special Education Positions

10.1.2.1 For current bargaining unit members, the District will pay one-half of the equivalent of the cost of tuition for a California State University for retraining to serve in hard to fill Special Education positions.

10.1.2.1.1 The District will pay its portion of the current bargaining unit member's tuition at the beginning of the term in which the class is taken.

10.1.2.1.2 Should the bargaining unit member fail to complete the class or not receive credit with a passing grade, the bargaining unit member will reimburse to the District the portion of tuition paid by the District.

10.1.2.1.3 Should an intern position not be available, a unit member will not be subsidized for that year. In such a circumstance, the bargaining unit member will be urged to request a leave of absence from the university program.

10.1.2.1.3.1 Should a unit member choose to leave the District before completing the retraining program, the unit member will reimburse the District for the tuition subsidy.

10.1.2.2 For new Special Education hires, the District will pay the equivalent of one-half of the cost of the tuition for a California State University. This will be for his/her intern year during which the new Special Education hire completes his/her preliminary credential in Special Education.

10.1.2.2.1 The District will pay its portion of the bargaining unit member's tuition at the beginning of the term in which the class is taken.

10.1.2.2.2 Should the bargaining unit member fail to complete the class or not receive credit with a passing grade, the bargaining unit member will reimburse to the District the portion of tuition paid by the District.

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10.1.2.3 A bargaining unit member who accepts the District subsidy for a hard to fill Special Education position must complete the necessary course work within three (3) calendar years from taking the initial class. If the bargaining unit member does not complete the necessary retraining to get the credential for the hard to fill position, the bargaining unit member must reimburse the District for the tuition subsidy, unless exigent circumstances as determined by the parties exist and except as limited by the rules and regulations of the California Commission on Teacher Credentialing.

10.1.2.4 A bargaining unit member who has received the District tuition subsidy for a hard to fill position must remain in the hard to fill position for five (5) years or reimburse the District for the tuition subsidy.

10.1.2.4.1 Reimbursement shall be waived in the event of such exigent circumstances as death of the bargaining unit member or extended family illness.

10.1.2.4.2 Reimbursement shall not be waived if the discontinuance of employment is at the discretion of the bargaining unit member.

10.1.2.4.3 When required, reimbursement for a tuition subsidy shall be prorated at twenty percent (20%) for each year of service below five (5) years.

10.1.2.5 Courses subsidized by the District taken by bargaining unit members for hard to fill positions shall count toward education credit on the salary schedule.

10.2 Special Education Class Size Limitations

10.2.1 Mild and moderate elementary class sizes shall be limited to 1:15. In exigent circumstances this limit may be exceeded by 2 students.

10.2.2 Mild and moderate secondary class sizes shall be limited to 1:18. In exigent circumstances this limit may be exceeded by 2 students.

10.2.3 Severe class sizes shall be limited to 1:13. In exigent circumstances this limit may be exceeded by 2 students.

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ARTICLE 11: PARTIAL SERVICE EMPLOYMENT

- 11.1 Unit members covered by the terms and provisions of this Agreement who choose to render paid service to the District in other than full time equivalent positions, shall be entitled to request Board approval to serve in either elementary job-sharing or part-time status or partial unpaid leave.
- 11.2 Definitions
- 11.2.1 Elementary Job Sharing: Elementary job sharing is defined as a plan whereby two (2) elementary unit members agree to share one full-time bargaining unit position (1 FTE), on an easily divisible basis, and cooperatively plan. It must include one or more of the following components: working with the same students and/or the same subject area or grade level.
- 11.2.2 Part Time: A part time unit member is defined as an individual who is employed by the District in less than one full time equivalent position.
- 11.2.3 Partial Unpaid Leave: Applies to any unit member who chooses to job share or reduce his/her position, for two years or less, in accordance with the requirements of this section.
- 11.3 Approval and Length of Leave
- 11.3.1 Job sharing and partial unpaid leave may occur when a written agreement is executed between a unit member and the District, subject to board approval. Failure to execute a written agreement automatically reverts the unit member to his/her prior full time equivalent status.
- 11.3.2 Job sharing and partial unpaid leave of absence shall be for no more than two (2) consecutive years.
- 11.4 The parties will meet in fall 2001 to review and negotiate regarding Article 24 (now Article 11). Until agreement is reached on this article, the existing language in 24.302 (now 11.3.2), "two consecutive years," shall remain in effect.
- 11.5 Payroll Deductions - Unit members covered by this Article shall be afforded the same payroll deduction rights as are given all other unit members.
- 11.6 Work Year - Unit members covered by this Article shall have their work year adjusted to conform to the configuration of the agreed upon schedule which must be approved by the unit member's immediate supervisor.
- 11.7 Work Day - Unit members covered by this Article shall have their work schedule clearly defined by their immediate supervisor. In establishing these schedules, the immediate supervisor shall make an effort to provide for consecutive class assignments.
- 11.8 Leaves - Unit members covered by this Article shall have their sick leave, personal necessity leave, personal leave, salary, and any other appropriately designated benefits prorated on the basis of actual time of assignment.

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- 11.9 Evaluation - The effectiveness of a teaching partner or team member shall in no way be reflected in the evaluation of any unit member on partial service.
- 11.10 Wages
- 11.10.1 Wages for unit members covered by this Article shall be determined by placement on the salary schedule as per full time unit member, prorated according to actual time of assignment.
- 11.10.2 Longevity, column movement, and other specified terms and conditions on the printed salary schedule shall accrue according to the fractional basis of service rendered.
- 11.11 Health Benefits - Part-time or job-sharing unit members may authorize payroll deductions to complete the premium(s) for fully paid health plan.
- 11.12 Dental Benefits - Part-time or job-sharing unit members shall authorize payroll deductions to complete the premium(s) for fully paid dental plan.
- 11.13 Vision Care Benefits - Part-time or job-sharing unit members may authorize payroll deductions to complete the premium(s) for fully paid vision care plan.
- 11.14 Class Size - A part-time or job-sharing assignment shall not be a factor in determining class size.
- 11.15 Return Rights (See also Order of Eligibility for Vacancies, Appendix K.)
- 11.15.1 Elementary Job Share - When a unit member returns from Job Share status to Full Time status, that individual shall be assigned as a full time staff member of their current work site. Such reassignment shall take place prior to consideration of displaced unit members, transfers, unit members returning from leaves of absence, and others for positions at that site. If two unit members are returning from a job share at the same time, the unit member with greater seniority shall be placed at the current work site first.
- 11.15.2 Partial Unpaid Leave - When a member of the bargaining unit returns from Partial Unpaid Leave to Full Time status, that individual shall be treated the same as individuals returning from full time leaves of absence. See Appendix K, Order of Eligibility.
- 11.15.3 Interrupted Job Shares - If one partner is unable to continue in a job share arrangement, the remaining partner, other than temporary unit members, shall have the options to:
- 11.15.3.1 If possible, return to full time equivalency under the criteria established in 26.7.3 (Voluntary Leave).
- 11.15.3.2 Request that the Human Resources Office attempt to find another partner within the District.
- 11.15.3.3 Go to reduced service status.
- 11.16 Records - The Human Resources Office shall respond to requests by the LEA president or his/her designee to review Partial Service records.

ARTICLE 12: EVALUATIONS

12.1 Definitions

- 12.1.1 Prime Evaluator - The one administrator designated as responsible for the evaluation of a unit member.
- 12.1.2 The prime evaluator for an unit member spending fifty (50) percent or more of his/her time at one school site shall be the principal or his/her designee.
- 12.1.3 The prime evaluator for a unit member spending less than fifty (50) percent of his/her time at one school site shall be the program administrator. The program administrator shall involve the site administrator served by the unit member.
- 12.1.4 Observation Summary - The written summary of a formal observation.
- 12.1.5 Final Evaluation Summary - The written summary of the unit member's performance for the school year.
- 12.1.6 Special Program Administrator - Any program manager who has direct responsibility for a state, federal or categorical project, including Special Education, Title I, S.I.P., Vocational Education, etc.

12.2 General Guidelines

- 12.2.1 Unit Member is Informed - During the first school month, each unit member to be evaluated in a given year shall be informed in writing by his/her prime evaluator and shall receive a copy of the District Personnel Evaluation System Guidelines.
- 12.2.2 Permanent Unit member - Unit members with permanent status shall be evaluated at least once every other year.
- 12.2.3 Probationary and Temporary Unit members - Probationary and temporary unit members shall be evaluated annually.
- 12.2.4 Source of Data - Sources of data used for evaluation of performance shall include the specific objectives agreed on by the evaluator and the unit member at the initial conference and the duties and responsibilities listed in the unit member's job description.

12.3 Procedures

- 12.3.1 Initial Conference - By November first (1st), an initial conference between the prime evaluator and the unit member shall be held at which time specific objectives and the criterion and source of data for evaluating the degree of accomplishment of those objectives shall be mutually agreed on.
- 12.3.2 Agreement Not Reached - In the event that agreement on those items listed in paragraph 12.3.1 above cannot be reached, the unit member may request a panel to assist in reaching an agreement.

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- 12.3.3 Panel to Help Resolve Differences - The panel shall consist of one person selected by the unit member, one person selected by the prime evaluator, and one person agreed to by the first two selectees.
- 12.3.4 Formal Observation
 - 12.3.4.1 During the school year, the prime evaluator must observe those unit members who perform classroom duties at least twice for a minimum of 20 minutes for each observation; a total of forty (40) minutes. These observations shall be considered formal observations.
 - 12.3.4.2 For those unit members who do not normally perform classroom duties, alternate methods of assessing performance shall be mutually agreed upon by the evaluator and evaluatee at the initial conference.
- 12.3.5 Observation Conferences - The prime evaluator shall be responsible for:
 - 12.3.5.1 Holding a conference with the unit member within five (5) days of each formal observation.
 - 12.3.5.2 Holding any additional conferences upon the request of either evaluator or evaluatee.
- 12.3.6 Observation Summary
 - 12.3.6.1 A dated, written summary of each formal observation shall be prepared by the prime evaluator and signed by both evaluator and unit member.
 - 12.3.6.2 Signature of the unit member shall not imply either agreement or disagreement with the observation summary.
- 12.3.7 Evaluation Conferences - In addition to observation conferences, the prime evaluator shall:
 - 12.3.7.1 Hold a minimum of two (2) conferences within the year with each permanent unit member being evaluated. These conferences shall be the initial conference and the final evaluation conference.
 - 12.3.7.2 Hold a minimum of three (3) conferences per year with each temporary or probationary unit member. These conferences shall be the initial conference, midyear evaluation conference, and the final evaluation conference.
- 12.3.8 Improvement Plans: If a unit member requests and/or a Principal determines that the unit member needs to improve performance, an Improvement Plan will be developed. The unit member and Principal shall mutually agree to the strategies for improvement in the plan.

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12.3.9 Evaluation Summaries

- 12.3.9.1 Both midyear and final evaluation summaries shall be the responsibility of the prime evaluator.
 - 12.3.9.1.1 If the prime evaluator is the site principal or designee, he/she may involve any appropriate special program administrator in preparation of the evaluation summary.
 - 12.3.9.1.2 If the prime evaluator is a special program administrator, he/she shall involve the site principal in the preparation of the evaluation summary.
- 12.3.9.2 Evaluation summaries may include observation from other administrative personnel and data from additional documented sources.
- 12.3.9.3 The Principal shall indicate on the Final Evaluation whether an improvement plan has been completed or is in progress. Upon completion of the improvement plan the Final Evaluation should reflect whether the unit member's performance is satisfactory or unsatisfactory. A unit member who continues to provide unsatisfactory performance may be subject to the procedures set forth in the Education Code including service of a Notice of Unsatisfactory Performance (E.C. 44938), participation designed to improve performance (E.C. 44664), and dismissal for unsatisfactory performance (E.C. 44932), and these Education Code provisions/procedures shall not be grievable, pursuant to this contract.
- 12.3.9.4 The final evaluation summary and recommendations shall be completed by April 30.
- 12.3.9.5 A copy of the final evaluation summary shall be given to the unit member and sent to the Human Resources Office.

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ARTICLE 13: PEER ASSISTANCE AND REVIEW PROGRAM (PAR)

- 13.1 LEA and the District are continuously striving to provide the highest possible quality education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers who either volunteer for or are referred to the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.
- 13.2 Joint Committee
- 13.2.1 The Joint Committee shall consist of five (5) members, two (2) of whom shall be credentialed classroom teachers selected by the Association, one (1) the TV/TIP District Coordinator and two (2) administrative members who shall be selected by the District. Compensation for teacher Joint Committee members will be renegotiated annually.
- 13.2.2 The Joint Committee shall meet at least annually in May. It shall establish its own meeting schedule, contingent on the amount of funding and the number of referred and/or participating teachers. Compensation shall be negotiated following this May meeting. Four (4) of the five (5) members must be present in order to make binding decisions.
- 13.2.3 The Joint Committee shall be responsible for the initial steps necessary to establish and implement the PAR program, including but not limited to:
- 13.2.3.1 Developing an annual meeting calendar.
- 13.2.3.2 Developing the Consulting Teacher selection process.
- 13.2.3.3 Review, revise and implement its own Rules and Procedures.
- 13.2.3.4 Review, revise and implement appropriate forms, including:
- 13.2.3.4.1 Application for Consulting Teacher.
- 13.2.3.4.2 Format for Consulting Teacher self profile.
- 13.2.4 Ongoing responsibilities of the Joint Committee include Referred and /or Participating Teacher Support and Professional Development:
- 13.2.4.1 Develop/review criteria for coach selection
- 13.2.4.2 Develop/review coach selection process
- 13.2.4.3 Define roles/responsibilities for coaches
- 13.2.4.4 Set criteria and procedures for and approve funding of District and site staff development
- 13.2.4.5 Oversee fund expenditures for all PAR dollars including coaching and professional development

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- 13.2.4.6 Providing Joint Committee member training, as appropriate.
- 13.2.4.7 Selecting the panel of Consulting Teachers. These selection methods may include, but not be limited to:
 - 13.2.4.7.1 Checking administrative and peer references.
 - 13.2.4.7.2 Reviewing written communications.
- 13.2.4.8 Observing each Consulting Teacher candidate.
- 13.2.4.9 Providing for appropriate Consulting Teacher training prior to the Consulting Teacher's being assigned as a support person. Appropriate Consulting Teacher training should include but not be limited to:
 - 13.2.4.9.1 The parameters and provisions of the PAR program
 - 13.2.4.9.2 Peer coaching
 - 13.2.4.9.3 Adult Learning Theory
 - 13.2.4.9.4 The duty of fair representation and due process
 - 13.2.4.9.5 Review checklist of services provided to Participating Teachers by Consulting Teachers. The checklist will be created by the Joint Committee
- 13.2.4.10 Sending written notification of participation in the PAR Program to the Referred Teacher, the Consulting Teacher and the site principal.
- 13.2.4.11 Providing Consulting Teacher profiles to Participating Teachers to aid in the selection of a Consulting Teacher.
- 13.2.4.12 Making available the panel of Consulting Teachers for selection by the Participating Teacher. Facilitating the selection of the Consulting Teacher by the Participating Teacher if necessary. If the Participating Teacher is unable to select a Consulting Teacher, the Committee will select the Consulting Teacher.
- 13.2.4.13 Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
- 13.2.4.15 Posting, at the beginning of each school year, a copy of adopted Rules and Procedures at each site.
- 13.2.4.16 Determining the number of Consulting Teachers in any school year based upon the number of referred and voluntary participating teachers in the PAR Program, the budget available and other relevant considerations.

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- 13.2.4.17 Reviewing the final report prepared by the Consulting Teacher.
- 13.2.4.18 Making recommendations to the School Board regarding the Referred Teacher's progress in the PAR Program. The report shall only consist of:
 - 13.2.4.18.1 The Referred Teacher's name
 - 13.2.4.18.2 A summary of observations and activities that the Referred Teacher and Consulting Teacher participated in.
 - 13.2.4.18.3 A recommendation from one of the following choices:
 - 13.2.4.18.4 Referred Teacher has successfully completed PAR.
 - 13.2.4.18.5 Referred Teacher has made progress, but would benefit from additional assistance through PAR.
 - 13.2.4.18.6 Referred Teacher has not made significant progress, and further participation in the PAR program would not make a significant difference.
- 13.2.4.19 Evaluating annually the impact of the PAR Program in order to improve the program.
- 13.2.4.20 Providing recourse to either Consulting Teacher or the Participating Teacher to change the partnership once during the term of that assignment.
- 13.2.4.21 A member of the Joint Committee will report to the joint negotiation committee midyear, and to the Board by the first meeting in May. A copy of the final report will also be given to the Livermore Education Association. The midyear report presented in person to the joint negotiations team will review the activities completed by the Consulting Teachers and the work in progress of the Joint Committee. In addition to the previous elements, the final report made to the Board will also summarize the status of the Referred Teacher(s).
- 13.2.5 All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.
- 13.2.6 The District agrees to indemnify and hold harmless and provide a defense to the Association and any Association-selected member of the Joint Committee against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Association's participation in Peer Assistance and Peer Review.
- 13.3 Consulting Teacher
 - 13.3.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the Peer Assistance and Review ("PAR") Program. The qualifications for the

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Consulting Teacher shall be set forth in the PAR Rules and Procedures, provided that the following shall constitute minimum qualifications:

- 13.3.1.1 Shall be a credentialed classroom teacher with permanent status.
 - 13.3.1.2 Shall have substantial recent experience as defined by five (5) years of full time permanent status of which at least the last three (3) years shall have been in the LVJUSD.
 - 13.3.1.3 Shall demonstrate exemplary teaching ability, as indicated by, among other things: effective communication skills including both oral and written communications, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts, and the ability to work cooperatively and effectively with others.
 - 13.3.1.4 Shall demonstrate and maintain the highest standards of the teaching profession.
- 13.3.2 In filling a position of Consulting Teacher, each applicant is required to submit three (3) references from certificated District unit members with specific knowledge of his or her expertise, as follows:
- 13.3.2.1 A reference from a current site principal or the applicant's most recent prime evaluator addressing exemplary teaching ability as delineated in 13.3.1.
 - 13.3.2.2 Two (2) additional references from other District certificated unit members. One of those references shall be from the applying teacher's site, immediate grade level or subject area; the other reference is the choice of the Consulting Teacher.
 - 13.3.2.3 All such applications and references shall be treated with confidentiality.
- 13.3.3 Consulting Teachers shall be selected each spring by a majority vote of the Joint Committee following classroom observations by one or more members of the Joint Committee.
- 13.3.4 The term of the Consulting Teacher shall be one (1) year. A Consulting Teacher may re-apply annually.
- 13.3.5 Duties of the Consulting Teacher shall include developing a professional profile to be made available to the Participating Teachers.
- 13.3.6 A teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher.
- 13.3.7 A Consulting Teacher shall be provided release time as needed, subject to the approval of the Joint Committee.
- 13.3.8 A Consulting Teacher shall receive the following compensation:

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- 13.3.8.1 Curriculum rate of pay or release time for completing training assigned by the Joint Committee. The stipend shall be paid in the first possible pay period following the completion of training and is in addition to the stipend amount.
 - 13.3.8.2 \$1,500 per Referred Teacher, (max. of 1 Referred Teacher per Consulting Teacher). This stipend will be pro-rated on a 10-month basis.
 - 13.3.8.3 \$1,000 per assigned Voluntary Teacher, (max. of 2 Voluntary Teachers per Consulting Teacher). This stipend will be pro-rated on a 10-month basis.
- 13.3.9 Functions performed pursuant to the Article by bargaining unit members shall not constitute either management or supervisory functions. The Consulting Teacher shall maintain all rights of bargaining unit members. Consulting Teacher responsibilities:
- 13.3.9.1 The Consulting Teacher shall meet with the Referred Teacher to discuss the PAR Program, establish mutually agreed upon performance goals, develop the assistance plan, and develop a process for determining successful completion of the PAR Program.
 - 13.3.9.2 The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction. All such observations shall include at least two (2) full days in fall and one (1) full day prior to the primary evaluator's final evaluation. The Consulting Teacher will hold pre-observation and post-observation conferences with the Referred Teacher, validated by the Consulting Teacher's Log.
 - 13.3.9.3 The Consulting Teacher shall monitor the progress of the Referred Teacher and shall provide periodic written reports to the Referred Teacher for discussion and review.
 - 13.3.9.4 The Consulting Teacher shall continue to provide assistance to the Referred Teacher until the Consulting Teacher is released of that obligation by the Joint Committee.
 - 13.3.9.5 A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Referred Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee. The Referred Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.
 - 13.3.9.6 All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee

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members and Consulting Teachers may disclose such information only as necessary to administer this Article.

- 13.3.9.7 The results of the Referred Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file.
- 13.3.9.8 The District agrees to indemnify and provide a defense for the Consulting Teacher against any claims, causes of action, damages, grievances, administrative proceedings, or any other litigation arising from the Consulting Teacher's participation in Peer Assistance and Peer Review.
- 13.3.9.9 No information gained in this process shall be used against a Referred Teacher.
- 13.3.9.10 A cooperative relationship between the Consulting Teacher and the prime evaluator shall be expected and encouraged by the Association and the District. The prime evaluator shall retain the responsibility for evaluation.
- 13.3.9.11 Each Consulting Teacher will provide quarterly progress reports for the first three quarters of the school year to the Joint Committee regarding time and activities spent with the Referred Teacher.

13.4 Participating Teacher

- 13.4.1 Permanent classroom teachers who receive an unsatisfactory evaluation shall participate in PAR. A Referred Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject matter, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation.
- 13.4.2 A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only, and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. Volunteer Participants shall submit requests for PAR assistance between May 15 and September 30 of each year. Requests received by the Joint Committee after September 30 shall be considered on an individual basis. The Volunteer Participating Teacher may terminate his or her participation in the PAR Program at any time.
- 13.4.3 As part of the contractually provided evaluation process for permanent teachers, the administrator and the teacher may mutually agree on an improvement plan. One resource that the administrator may suggest for the improvement plan would be for the teacher to volunteer to self-refer to the Joint Committee for assistance in the area required in his/her improvement plan.

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- 13.4.4 Depending upon funding availability, additional categories of teachers may qualify for services and/or support. They are newly hired teachers to the District who do not have permanent status, yet do not qualify for BTSA. These include experienced teachers (3 years or more) who are new to the District yet not new to the profession, and teachers who are pre-interns or interns and do not hold a preliminary credential.

Depending on available funding, priority will be given to Referred Teachers.

After, priority shall be given in the following order to those who self-select:

1. Volunteer Teachers who have permanent status
2. Pre-interns and Interns
3. Experienced teachers (3 years or more) who are new to the LVJUSD.

13.5 Professional Development

13.5.1 Joint Committee Professional Development Responsibilities

The purpose shall be:

1. To ensure that site staff development plans accurately reflect that site's School Improvement Plan and the staff's input.
2. To review and determine levels of funding for staff development, including BTSA.

- 13.5.2 The Joint Committee shall review each site's staff development plan in order to approve and fund mini-grants and other projects for staff development activities. The Joint Committee will assist in coordinating and/or combining staff development activities.

13.5.3 Funding

The Joint Committee shall have available for use the funds received pursuant to Education Code 44505, less the funds needed to meet BTSA/Induction program in-kind monies. At the end of each fiscal year, should the PAR program have an ending balance, an amount equal to no more than 20% of its annual budget may be carried over to the next fiscal year. Any remaining dollars shall be transferred to the Staff Development. These funds shall support both the Staff Development activities and the BTSA program.

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ARTICLE 14: TRANSFERS

14.1 Definition -

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

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

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

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

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

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

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

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

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

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

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

14.2 Voluntary Transfers

14.2.1 General Provisions

14.2.1.1 All known vacant positions shall be posted at each site on the faculty bulletin board, on the District website, and at the District Office.

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

14.2.1.3 If requested by the unit member, the Executive Director of Human Resources shall in writing provide rationale for not granting the request for transfer.

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- 14.2.1.4 The final decision regarding a transfer shall be the responsibility of the Executive Director of Human Resources after consultation with the site administrator and concurrence by the Superintendent.
- 14.2.1.5 Each unit member may accept one voluntary transfer in a given school year. One additional transfer may occur only for extraordinary circumstances.
- 14.2.2 First Job Posting Period: (March through 3rd week in May)
 - 14.2.2.1 Beginning March 1, and every week thereafter, except during certificated layoffs, the Executive Director of Human Resources shall post all known vacant positions.
 - 14.2.2.2 Criteria for selection during the first job posting period shall be:
 - 14.2.2.2.1 Possession of the appropriate credential(s) and certificate(s), experience, demonstrated special skills, length of service to the District and evaluations entered in the personnel file within 48 months of the date of transfer request. Where practicable, advice and counsel of the appropriate faculty personnel and/or departments should be sought in the selection of such transferees.
 - 14.2.2.2.2 All other things being equal, unit member's length of service in the District shall be the determinant in making the final decision.
- 14.2.3 Second Job Posting Period (After 3rd week in May to 3 weeks before the start of school)
 - 14.2.3.1 Vacancies which occur after the 3rd week of May and three weeks before the start of school shall be handled as follows:
 - 14.2.3.1.1 If it is a new position which has never been posted, candidates may apply for a transfer using the process defined above in Sections 14.2.2.
 - 14.2.3.1.2 Any other vacancies shall be open to all job applicants.
- 14.2.4 Third Job Posting Period (3rd week before start of school until the start of the work year)
 - 14.2.4.1 Vacancies which occur after the third week before the start of school and prior to the start of the work year shall be handled as follows:
 - 14.2.4.1.1 All vacancies shall be open to all applicants.
- 14.2.5 Fourth Job Posting Period (From the start of the work year through the remainder of the year)
 - 14.2.5.1 All vacancies shall be open to external applicants.

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14.2.5.1.1 The filled vacancy shall be a temporary assignment for the remainder of the school year.

14.2.5.1.2 The position shall then be posted at the beginning of March as a part of the initial posting for the following school year. It shall be filled using the procedure in Section 14.2.2

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

14.3 Involuntary Transfer (Administrative)

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

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

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

14.3.4 In the event that compelling circumstances require that an individual be transferred on an administrative basis for his/her welfare and/or the welfare of the District, the member shall be informed of the reason(s) in writing for this action by the Superintendent or designee upon request.

14.3.5 The Superintendent or designee, the Association President or designee, and the unit member shall mutually identify the best placement for the person being administratively transferred.

14.3.6 An involuntary transfer shall not be arbitrary, capricious, disciplinary or punitive.

14.3.7 An involuntary transfer shall not result in a loss of pay during the school year in which the transfer occurs.

14.3.8 Unit members involuntarily transferred during the work year shall be provided paid release time for one/two days if appropriate. The District shall provide reasonable assistance in moving.

14.4 Involuntary Transfers (Declining Enrollment)

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

14.4.1 The staff allocation at any site shall be determined by the staffing ratios contained in Article 15 on Class Size.

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- 14.4.2 No unit member shall be involuntarily transferred when there is another unit member with less District-wide seniority within the building.
- 14.4.2.1 Exceptions to the above procedure may be made if the school would be unable to meet the curricular needs of its students as a result of following the procedure.
- 14.4.2.2 In the event of exceptions, the next least senior unit member shall be transferred.
- 14.4.3 When a school closes, or through major loss of ADA, the unit member in this classification shall have priority status relative to any and all vacancies in the District for which they are qualified. The determination of the order and criteria for transfer from the school of declining enrollment shall be those procedures set down in the voluntary transfer section.
- 14.4.4 Any unit member given an involuntary transfer shall not again be given a similar transfer for a minimum of two (2) years without the consent of the unit member, or unless the unit member requests a transfer.
- 14.5 Opening of a New School or Reconfiguring an Existing School
- Prior to posting or filling a vacancy created by the opening of a new school or reconfiguring a school (e.g. moving Sixth Grade to Elementary School), the District and the Association agree to negotiate the process by which the vacancies shall be filled. If the parties are unable to reach agreement in a timely manner on the process for filling of the vacancies, then the filling of the vacancies shall be governed by the preceding sections of this Article and Appendix K.
- 14.6 Assignments/Reassignments
- 14.6.1 A bargaining unit member may request a reassignment.
- 14.6.2 Reassignments may be initiated by the administration and shall be based exclusively on the educationally-related needs of the District.
- 14.6.2.1 If a unit member is reassigned for educationally-related needs of the District, the unit member shall be provided written reason(s) for the reassignment.
- 14.6.3 Each unit member will be notified of his/her assignment for the coming year by the end of the instructional year. If there is a change after the initial notification, the unit member will be notified by certified mail sent to his/her last known address.
- 14.6.4 Unit members reassigned within the 10 days prior to the commencement of the work year shall be provided reasonable assistance in moving and curricular assistance. Unit members reassigned after the commencement of the work year also shall be provided reasonable classroom support.

Board Approved May 8, 2007

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ARTICLE 15: CLASS SIZE

- 15.1 The District shall maintain an average class size in K-5 and K-6 schools of no greater than 30 students per teaching station, and except under the conditions outlined below, no individual class shall exceed an enrollment of 32 students.
- 15.2 Conditions under which maximum class size of 32 in K-5 and K-6 schools might be altered shall include but not be limited to the following:
- 15.2.1 A change in statutory provisions or legal requirements.
 - 15.2.2 Insufficient funds.

(In the event that there are insufficient funds to maintain the class size as indicated above, notification of this fact shall be made public to all professional personnel in the District.)
 - 15.2.3 Determination by the school administrator and unit member(s) or the District that the educational program would be impaired.
 - 15.2.4 Upon the approval of the Superintendent of an individual school proposal to deviate from maximum class size based on an educational program at that school.
- 15.3 For middle and high schools, the District shall make an effort to maintain a hiring ratio of 1:29 in the 6-8 schools and 1:24.7 in the 9-12 schools.
- 15.4 Class sizes shall be equally balanced, to the extent possible, in numbers of students per class.
- 15.5 The principal shall, to the extent possible, apportion the number of special needs students among all classes, except when clustering is agreed to by the staff involved.
- 15.6 In implementing the above policy the local school administrator shall be given a maximum of four (4) school weeks in which to make arrangements and/or adjustments in the local school program or in the transference of students.
- 15.7 The District will attempt to maintain the Psychologist/Student ratio as practiced in September 1981.
- 15.8 The Board will follow State Education Code and will adhere to the Rodda Act on all matters pertaining to class size.
- 15.9 The nurses shall service no more than two sites per day, except in cases of emergency.

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ARTICLE 16: FULL INCLUSION

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

ARTICLE 17: TEMPORARY TEACHERS

- 17.1 Upon completion of the second year of service, part time and full time temporary teachers shall be placed in vacant positions in accordance with their seniority, qualifications, evaluations and percentage of employment. If a second year temporary teacher receives an unsatisfactory evaluation, the District may give a non-reelection notice on or before March 1 of the second full year of service. The District shall provide a list of temporary teachers and teachers on leave to the Association each year, no later than October 30th.

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ARTICLE 18: HEALTH AND SAFETY CONDITIONS

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

ARTICLE 19: PERSONAL AND ACADEMIC FREEDOM

- 19.1 It is the policy of the District that all instruction shall be fair, accurate, objective and appropriate to the age and maturity of the pupil(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect unit members from any censorship or restraint which might interfere with the unit member's obligation to pursue truth in performance of their teaching functions.
- 19.1.1 A unit member shall have reasonable freedom in classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law.
- 19.1.2 In performing teaching functions, unit members shall have reasonable freedom to express their opinions on all matters relevant to the course content in an objective manner. A unit member, however, shall not utilize her/his position to indoctrinate pupils with her/his own personal, political and/or religious views.
- 19.2 Unit members must be promoted or retained without discrimination or harassment regarding their personal opinions or their scholarly, literary or artistic endeavors, except as provided in Sections 19.1.1 and 19.1.2.
- 19.3 The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it interferes with or prevents the unit member from performing her/his duties in an appropriate manner.
- 19.4 A unit member shall be entitled to full rights of citizenship, and no religious, political or personal activities, or lack thereof, of any unit member shall be used for purposes of evaluation, transfer, disciplinary or dismissal action, unless those activities interfere with or prevent the unit member from performing her/his duties in an appropriate manner.

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ARTICLE 20: PERSONNEL FILES

- 20.1 Each unit member has the following rights with reference to derogatory materials that may be filed in the official personnel file of the unit member and maintained in the District Office.
- 20.1.1 Each unit member shall have the right to examine all derogatory materials that will be filed in the personnel file maintained in the District Office. Verification of that examination shall be by signature on the derogatory material, which shall not signify agreement, only that the unit member has reviewed the material.
 - 20.1.2 Derogatory materials shall not be entered or filed until the unit member has been given notice and an opportunity to review the materials. The unit member shall have the right to enter and have attached to any such derogatory materials his/her own comments thereon.
 - 20.1.3 Unit members shall have the right to have copies of the contents of their personnel files made available to them. A reasonable fee may be charged for providing a copy of personnel files.
 - 20.1.4 The unit member shall have the right to authorize in writing a representative to examine the unit member's file, and to obtain copies of materials from the personnel file. Copies of files will only be provided after the District has verified that the unit member has actually executed the written permission.

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ARTICLE 21: WAGES

- 21.1 The District shall maintain all aspects of the salary schedule currently in place.
 - 21.1.1 Extracurricular.--The procedure for determining salary for all extracurricular assignments shall be attached to and incorporated into this Agreement in Appendix D. There is no obligation on the part of the District to offer the activity. However, if the activity is offered the salary must be paid to the involved unit member(s).
 - 21.1.2 The number of points awarded for each position and the rate of pay per point shall be incorporated into this Agreement as Appendix E.
 - 21.1.3 Department Chairpersons.--The procedure for determining salary for department chairpersons shall be attached to and incorporated into this Agreement in Appendix F.
- 21.2 Unit members holding degrees above the Bachelor's Degree shall receive the additional pay for each degree as listed on the salary schedule on Appendix G.
- 21.3 Psychologists employed by the District prior to 1/1/87 shall receive an additional 25% of their placement on the salary schedule. Those employed on or after 1/1/87 receive an additional 15% of their placement on the salary schedule.
- 21.4 Unit members may choose to receive their salary payments in either ten (10) or twelve (12) equal installments.
 - 21.4.1 By June 30 of each year, the unit member shall declare in writing to the Human Resources department whether he/she elects the 10 or 12 month option for the following year.
 - 21.4.2 Once the option is selected, the unit member may not change that option during that school year.
- 21.5 The salary schedule shall be set forth in Appendix G which is attached to and incorporated into this Agreement.
- 21.6 The District shall implement the tax deferral of unit member contributions to the State Teachers Retirement System also known as the STRS employer 'Pick-up'.

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

- 22.1 The District shall contract for health services for all members of the bargaining unit in a manner to be determined by LEA. The District and the LEA shall notify each other as soon as either receives notice of any planned increases.
- 22.2 Beginning July 1, 2005, LEA shall determine the use of the District contribution, as outlined in Section 22.7 below for the purchase of health benefits for its members, their spouses, their domestic partners, and their dependents. All funds must be used for the purposes outlined in this Article. Individual bargaining unit members will have funds applied toward the purchase of coverage plans for their benefit, and shall not receive any individual dollars.
- 22.3 The Joint Benefits Study Committee shall continue to review and analyze these plans and other options that may become available.
- 22.4 Each unit member may elect his or her personal health plan (medical, dental and vision) coverage from among the plans offered. When tiered, dependents shall be covered by only one health plan.
- 22.5 All full-time equivalent bargaining unit members must participate in a medical, dental and vision coverage plan. If a plan is not selected by the bargaining unit member, a plan shall be selected for them by the Association, with the Association providing notification of the plan selected to the District.
- 22.6 Part-time bargaining unit members are not required to participate in any plan, but may choose to participate in a medical, dental or vision plan or any combination thereof.
- 22.7 District contribution and unit member responsibility for payments shall be as follows:
- 22.7.1 Beginning in the 2005-06 school year, the contribution by the District shall be ten-thousand (\$10,000) for each 12 months of the benefit plan year (currently October 1 to September 30) per full-time equivalent and for part-time unit members a pro rata amount based on the unit member's FTE.
- 22.7.2 For unit members working less than full time, the contribution by the District shall be a pro rata amount of the District contribution which would be paid if the unit member were full time. [i.e.: .3FTE = .3 x District contribution, .75FTE = .75 x District contribution]
- 22.7.3 For unit members working less than a full year, the District shall pay a pro rata amount of the District's contribution which would be paid if the unit member were working a full year. [i.e.: Working 4.5 months of 9 months = .5 x District contribution]
- 22.8 Bargaining Unit Members enrolled in plan(s) exceeding the District's contribution shall pay the extra cost through automatic payroll deduction.
- 22.9 Bargaining Unit Members may through use of an Internal Revenue Code section 125 plan provide for allowable expenditures through pre-tax withholdings from their salaries. Each bargaining unit member participating in the Section 125 program shall receive a notice suitable for income tax records, indicating the amount of the bargaining unit member's contributions for health plan coverage.

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22.10 The District shall generate a report upon the closing of the books for each fiscal year that provides the following information about the LEA benefits monies:

1. District's contribution toward unit members' health benefits
2. FTE's in bargaining unit as calculated in accordance with Sections 22.7.2 and 22.7.3 above
3. Bargaining unit members' individual contributions toward health benefits.
4. Amounts paid to broker(s)/provider(s).

LEA shall designate use of any remaining dollars in the account for use toward unit members' benefits by July 1st of the 2nd year. (For example: For remaining dollars from the 05-06 year, the designation shall occur by July 1, 2007 for their use in the 07-08 fiscal year.) Should such designation not occur, the dollars shall be credited as part of the District's contribution for the then-upcoming benefit year. No interest will be paid on any of these monies.

22.11 Unit members' domestic partners (both district and registered) and their dependents shall be eligible for medical, dental and vision benefits under this article, on the same terms as unit members' spouses and their dependents, subject to the following:

22.12 Definition: A District Domestic Partnership shall exist between two persons regardless of their gender and each of them shall be the domestic partner of the other if both complete, sign and have notarized the Livermore Valley Joint Unified School District Affidavit of Domestic Partnership (Exhibit H).

22.12.1 A District domestic partnership exists when all of the following occur:

22.12.1.1 Both persons have a common residence.

22.12.1.2 Both persons share the common necessities of life and agree to be jointly responsible for each other's basic living expenses during the domestic partnership.

22.12.1.3 Neither person is married nor a member of another domestic partnership.

22.12.1.4 The two persons are not related by blood in a way that would prevent them from being married to each other in this state.

22.12.1.5 Both persons are at least 18 years of age and are mentally competent to consent to contract.

22.12.1.6 It has been at least six months since either of the two parties has filed a statement of termination of a previous District domestic partnership affidavit with the Livermore Valley Joint Unified School District.

22.12.1.7 The two parties agree to notify the Livermore Valley Joint Unified School District Human Resources Office if there is a change in the circumstances attested to in the affidavit or if the District domestic partnership is terminated.

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- 22.12.3 Termination: A District domestic partnership shall terminate when any of the following occurs:
- 22.12.3.1 One partner gives or sends to the other partner a notarized, written notice that he or she is terminating the partnership.
 - 22.12.3.2 One of the domestic partners dies.
 - 22.12.3.3 One of the domestic partners marries.
 - 22.12.3.4 The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health related requirements shall not constitute the cessation of common residence.
 - 22.12.3.5 Upon termination of the partnership, the unit member shall notify the District by filing a Statement of Termination of Domestic Partnership (Exhibit I). The form shall include a statement whereby the unit member shall certify under penalty of perjury that he or she notified his or her domestic partner of the termination of the partnership. All benefits provided by this section shall cease as of the last day of the month following the receipt of the Statement of Termination of Domestic Partnership.
 - 22.12.3.6 The Statement of Termination must be filed within thirty (30) days of the end of the domestic partnership. If the District suffers any loss as a result of the unit member's failure to file the statement, the unit member shall be liable to the District for actual loss engendered by the failure to receive notice that the District domestic partnership has been terminated.
- 22.13 Application and Terms
- 22.13.1 In order to receive any benefit provided for by this section, a unit member and his or her domestic partner shall complete, have notarized, and file with the District a Livermore Valley Joint Unified School District Affidavit of Domestic Partnership (Exhibit H).
 - 22.13.2 The form shall also include a signed statement indicating that the unit member agrees that he or she is required to reimburse the District for any expenditures made by the District for any administrative charges or other costs on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent.
 - 22.13.3 Employer-paid health coverage for the domestic partner and dependents is considered taxable income to the unit member unless the domestic partner/dependent is a dependent as that term is defined by Section 152(a) of the Internal Revenue Code. This benefit coverage is subject to federal income tax and must be reported as imputed income on the employee's Form W-2. The District must pay FICA and Medicare taxes on these amounts and ensure adequate withholding.
 - 22.13.3.1 The non-unit member domestic partner does not have rights to continuing coverage under federal law through COBRA.

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

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ARTICLE 23: RETIREE HEALTH BENEFIT TRUST

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

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- 23.7.1.2 Has been married or registered as domestic partner to the retiree at least one full year before his or her death.
- 23.7.1.3 Has attained age 65.
- 23.7.1.4 Maintains medical, dental and/or vision coverage under any plan which is available to District employees in the LEA unit subject to restrictions placed by insurance carriers.
- 23.7.2 All rules relating to the governance of the trust, the management and dispersion of the trust funds shall be subject to the Trust Document.
- 23.8 The retiree or eligible surviving spouse or registered domestic partner must choose coverage under a medical, dental and/or vision plan available to employees active in the LEA bargaining unit subject to the restrictions placed by insurance carriers. A retired unit member or eligible spouse or registered domestic partner may request the Board of Directors of the trust fund as established under Section 23.5, to approve a medical, dental and/or vision plan which is not available to members of the LEA bargaining unit for the payment from the Fund. Subject to the approval of said Board of Directors, the Fund may provide payments to a non-District plan based on the following requirements:
 - 23.8.1 The retired unit member or eligible surviving spouse or registered domestic partner is covered under a spouse's or registered domestic partner's medical, dental and/or vision plan which requires the retired unit member or eligible spouse or registered domestic partner to self-pay for a portion or all of such coverage.
 - 23.8.2 The retired unit member or eligible surviving spouse or registered domestic partner provides the Board of Directors with satisfactory proof, as determined by the Board of Directors, that medical, dental and/or vision coverage by a spouse's or registered domestic partner's plan is provided to the retired unit member.
 - 23.8.3 If approved, the Fund shall provide the Board determined amount per month for such retired unit member or eligible spouse or registered domestic partner for direct payment to the non-District medical, dental and/or vision plan and such amount shall not exceed the actual cost of the retired unit member's coverage.
- 23.9 If a retired unit member moves to a geographical area which is not covered by the District's medical, dental and/or vision plan(s) covering unit members represented by the LEA bargaining unit, the retired unit member may elect to be covered by a medical, dental and/or vision plan available in such an area subject to approval by the Board of Directors. If such plan(s) are approved, the Fund shall provide the Board determined amount per month for each eligible unit member directly to the insurance carrier. In no case, however, shall the Fund provide an amount in excess of the actual cost of the medical, dental and/or vision coverage.

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

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- 23.10 Unit members shall not be vested in retiree medical, dental or vision benefits provided by the trust until retirement from the Livermore Valley Joint Unified School District and the eligibility requirements for benefits are met. Unit members leaving the employ of the District before retirement shall not be entitled to receive any benefit or remuneration from the trust fund. Under no circumstances shall cash payment be distributed to individuals.
- 23.11 Implementation of the LEA Contribution to the Trust Fund
- 23.11.1 The District shall deposit the amount of the LEA's contribution (\$125 per FTE) with the Trust fund from the appropriate 1000 series account.
- 23.11.2 The LEA contribution to the retirement trust was achieved by reducing each cell of the 1990-1991 salary schedule by \$125. This reduction took place at the end of the 1990-1991 school year.
- 23.12 Further District Contribution to the Trust
- 23.12.1 Beginning with the 1997/98 school year the District agrees to set aside \$70,000 which shall be utilized to increase the monthly health benefit trust payment, pending an actuarial study and pending the approval of the trust board.

ARTICLE 24: RETIREMENT INCENTIVE PROGRAM

- 24.1 The District will provide voluntary retirement incentives for the LEA bargaining unit. A certificated unit member may initiate application to participate in one of the incentive plans described below. Participation will be approved by the District.
- 24.2 Written application for a Retirement Incentive Program shall be the responsibility of the certificated unit member. All applications will be processed through the Human Resources Office. It shall be the responsibility of the Human Resources Office to inform the bargaining unit member of the financial implications of the retirement options available. The bargaining unit member shall analyze his/her status with regard to the benefits of each option.
- 24.3 All Retirement Incentive Programs as defined in this Agreement may be initiated during the term of this Agreement. Certificated unit members wishing to take advantage of one of these retirement incentive programs should make application through the Human Resources Office by February 1 of that year when the unit member plans to retire.

24.4 Option Number One

Welfare Benefits, (Medical, Dental, Vision) Provided by the District

- 24.4.1 The bargaining unit member shall have attained the age of fifty-five (55) or more.
- 24.4.2 The bargaining unit member shall be receiving STRS or PERS retirement benefits.
- 24.4.3 The bargaining unit member shall have been a full time certificated unit member of the District for at least ten (10) years or the equivalent of ten (10) years of full-time service (e.g. 20 years as a .5 F.T.E. unit member) or shall have participated in Option Number Two.
- 24.4.4 The level of District contribution toward medical, dental and vision benefits will be consistent with the current benefit contribution provided to all bargaining unit members.
- 24.4.5 For bargaining unit members retiring prior to July 1, 2006, benefit coverage will include the unit member, unit member's spouse or registered domestic partner and eligible dependents. For bargaining unit members retiring between July 1, 2006 and June 30, 2010, benefit coverage will include only the unit member.
- 24.4.6 Bargaining Unit Members retiring after June 30, 2006 may choose to continue medical, dental and/or vision coverage for their spouse or registered domestic partner and eligible dependents by paying premiums through the District benefit program so long as the carrier will provide insurance.
- 24.4.7 The benefits shall continue to age 65 or for not more than seven (7) years after retirement, whichever occurs first. Prior bargaining unit members no longer eligible for Option 1, may choose to continue medical, dental and/or vision coverage by paying premiums for themselves, their spouse or registered domestic partner and eligible dependents through the current health care administrator so long as the carrier will provide insurance.

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- 24.4.8 After age 65, prior Bargaining Unit Members no longer eligible may choose to continue medical, dental and/or vision coverage by paying premiums for self, spouse or registered domestic partner and/or eligible dependents through the Retiree Benefit Trust Administrator so long as the carrier will provide insurance.
- 24.4.9 Upon electing to participate in this Retirement Incentive Program the bargaining unit member may not return as a regular certificated unit member of the District.
- 24.4.10 The certificated bargaining unit member wishing to participate in this Retirement Incentive Program shall notify the Human Resources Office by February 1 of that year when the unit member plans to retire.
- 24.4.11 The dependent(s) of a prior bargaining unit member who retired before July 1, 2006 and who died prior to the end of the eligibility period will continue to receive benefits for the remainder of the eligibility period.
- 24.4.12 A retired prior bargaining unit member who moves outside the service area of his/her existing health plan may request that the District send the same premium amount currently paid to a different health plan. The prior bargaining unit member may be required to prepay the difference in premium amount to the District in advance of the premium due date. If the District does not receive the prepay amount from the prior bargaining unit member, the District shall not be responsible for any lapse in coverage caused by such failure or delay on the prior bargaining unit member's part.
- 24.4.13 Option 1 expires on July 1, 2010.
- 24.5 Option Number Two
- 24.5.1 Pre-Retirement Part-Time Employment Incentive Plan.
- 24.5.2 The certificated unit member shall have attained the age of fifty-fifty (55) or more.
- 24.5.3 District and unit member contributions to S.T.R.S. shall be as though the unit member received a full time salary.
- 24.5.4 The certificated unit member shall have been a full time certificated unit member of the District for at least ten (10) years of which the immediately preceding five (5) consecutive years were full time employment within the District.
- 24.5.5 The unit member shall receive medical, dental, and/or vision benefits as offered to the full time certificated unit members of the District.
- 24.5.6 Upon electing to participate in this Retirement Incentive Program the certificated unit member may not return as a regular full time certificated unit member of the District except by mutual agreement of the unit member and the District.
- 24.5.7 The option of part-time employment shall be initiated at the request of the certificated unit member and can be enacted upon action of the District.

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

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- 24.6.9 **Contract**
- 24.6.9.1 A contract with the certificated unit member opting for this Retirement Incentive Program shall be based on the needs of the District and the qualifications and experience of the applicant.
- 24.6.9.2 The contract shall include a statement of the compensation which shall not exceed \$5,000 per year.
- 24.6.9.3 If a participant in this plan elects to continue medical, dental or vision coverage benefits during the period of the contract he/she shall pay all premium costs to the District.
- 24.6.9.4 The unit member shall be paid a per diem, which is prorated on his/her last year's salary just prior to the initiation of this option.
- 24.6.9.5 The District reserves the right to remove a unit member from this Consultant Service Retirement Incentive Plan if performance is deemed to be substandard.
- 24.6.10 The certificated unit member wishing to participate in this Retirement Incentive Program shall notify the Human Resources Office by February 1, of that year when the unit member plans to retire.

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ARTICLE 25: JOB SHARE ASSIGNMENTS EMPLOYMENT AND PART-TIME

25.1 Definitions

- 25.1.1 A Job Share Assignment: Elementary job sharing is defined as a plan whereby two (2) elementary unit members agree to share one full-time bargaining unit position (1FTE), on an easily divisible basis, and must include one or more of the following components: working with the same students and/or the same subject area or grade level, and requiring cooperative planning.
- 25.1.2 Part Time: A part time unit member is defined as an individual who is employed by the District in less than one full time equivalent position.
- 25.1.3 Partial Unpaid Leave: Applies to any unit member who chooses to job share or to reduce his/her position by taking a partial leave of absence from his/her tenured position.

25.2 Job Share Assignment

- 25.2.1 Unit members covered by the terms and provisions of this Agreement who choose to render paid service to the District in other than full time equivalent positions, shall be entitled to request Board approval to serve in a job share arrangement.
- 25.2.2 Approval and Length of Leave
 - 25.2.2.1 A job share assignment is initiated by submission of a job share assignment plan to the site administrator where the job share would occur. An outline of the required components of the plan is available from any site administrator or the Human Resources Office.
 - 25.2.2.2 A job share assignment shall be granted for one year. Applicants must reapply yearly.
- 25.2.3 Evaluation – The effectiveness of a teaching partner or team member shall in no way be reflected in the evaluation of any unit member on partial service.

25.3 Health, Dental, and Vision Benefits

- 25.3.1 Section 22.4 (Benefits) of this Agreement shall not apply to unit members in job-share assignments. Part-time or job-sharing unit members may authorize payroll deductions to complete the premium(s) for fully paid health, dental and vision plans. Each job share participant is entitled to that percentage of District paid health benefits that are commensurate with his/her percentage of FTE, and the total shall not exceed 100%. However, those who began a job share arrangement prior to July 1, 2002, and have received a greater percentage of District paid benefits shall be entitled to continue to receive that percentage so long as that particular job share arrangement continues.

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- 25.4 Job Share Return Rights (See also Order of Eligibility for Vacancies, Appendix K) If two employees are returning from a job share at the same time, the employee with greater seniority shall be placed at the current work site first. The remaining job share partner shall be considered for vacancies in accordance with the order of eligibility outlined in Appendix K, "Order of Eligibility for Vacancies in Positions Represented by the LEA Bargaining Unit Effective January 30, 2002, Updated June 17, 2003."
- 25.5 Interrupted Job Shares – During the school year, if one partner is unable to continue in a job share arrangement, the remaining partner shall return to full time equivalency in the assignment, if possible.
- 25.6 Part Time Employment
- 25.6.1 Health, Dental, and Vision Benefits – Part-time unit members may authorize payroll deductions to complete the premium(s) for fully paid health, dental, and vision plans. Each part time unit member is entitled to that percentage of District paid health benefits in accordance with Article 22 (Health Benefits) of this agreement.
- 25.6.2 Partial Unpaid Leave – When a member of the bargaining unit returns from Partial Unpaid Leave to Full Time status, that individual shall be treated the same as individuals returning from full time leaves of absence. This means that such individuals shall be considered for vacancies that may exist only after consideration of displaced unit members as described in Section 14.4 (Involuntary Transfers Due to Declining Enrollment) of this agreement.
- 25.7 Written Agreement. A job share assignment and partial unpaid leave may occur when a written agreement is executed between an unit member and the District, subject to board approval. Failure to execute a written agreement automatically reverts the unit member to his/her prior full time equivalent status.
- 25.8 Payroll Deductions – Unit members covered by this Article shall be afforded the same payroll deduction rights as are given all other unit members.
- 25.9 Work Year – Unit members covered by this Article shall have their work year adjusted to conform to the configuration of the agreed upon schedule which must be approved by the unit member's immediate supervisor.
- 25.10 Work Day – Unit members covered by this Article shall have their work schedule clearly defined by their immediate supervisor.
- 25.11 Leaves – Unit members covered by this Article shall have their sick leave, personal necessity leave, personal leave, salary, and any other appropriately designated benefits prorated on the basis of actual time of assignment.
- 25.12 Wages
- 25.12.1 Wages for unit members covered by this Article shall be determined by placement on the salary schedule as per full time unit member, prorated according to actual time of assignment.

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- 25.12.2 Longevity, column movement, and other specified terms and conditions on the printed salary schedule shall accrue according to the fractional basis of service rendered.
- 25.12. Class Size – A part-time or job-sharing assignment shall not be a factor in determining class size.
- 25.13 Records – The Human Resources Office shall respond to requests by the LEA president or his/her designee to review job share records.

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ARTICLE 26: LEAVES

26.1 Sick Leave

- 26.1.1 An unit member shall be entitled to ten (10) days leave per year for reasons of personal illness or injury. Accumulation of sick leave is unlimited.
- 26.1.2 An unit member employed less than full time shall have his/her ten (10) days prorated.
- 26.1.3 Upon retirement, if allowed by the State Teachers' Retirement System (STRS), an unit member may convert any accumulated sick leave to service retirement credit.
- 26.1.4 Unit members are eligible to have all accumulated sick leave transferred in accordance with Education Code Sections 44979 and 44980.
- 26.1.5 Unit members shall exhaust all accrued sick leave and differential pay during Family and Medical Care Leave for the unit member's own serious health condition. Family and Medical Care Leave is to run concurrently with accrued sick leave and differential pay.

26.2 Personal Necessity Leave

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

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- 26.3 Bereavement Leave - Bereavement leave shall be taken in accordance with the following:
- 26.3.1 The District allows three (3) days bereavement leave with pay for deaths in the immediate family within a radius of 250 miles; five (5) days are allowed for deaths within the immediate family outside a radius of 250 miles.
 - 26.3.2 Members of the immediate family are defined as follows: mother, father, mother-in-law, father-in law, spouse, domestic partner, grandmother, grandfather, son, son-in-law, daughter, daughter-in law, brother, or sister of the unit member, unit member's spouse, or unit member's domestic partner as well as any relatives living in the immediate household.
 - 26.3.4 The District may grant bereavement leave for relatives other than those listed above. The unit member may request such a leave by indicating his/her relationship to the deceased and stating the reason for requesting the exception. The unit member's request shall automatically be sent by the Human Resources Office to the Board of Education or its designee for consideration as an exception to 26.3.2 above.
 - 26.3.5 Bereavement leave under this Agreement is only applicable to unit members during the normal school year.
- 26.4 Pregnancy Leave
- 26.4.1 A letter from the unit member's physician verifying pregnancy and approximate delivery date shall be filed in the District Human Resources Office.
 - 26.4.2 The unit member shall have her physician verify the period of time she is disabled and cannot perform the function of her assignment. An unit member may use sick leave if physically disabled and unable to render service to the District as a direct result of the pregnancy.
 - 26.4.3 Pregnancy disability shall be treated as any other disability for which sick leave is granted.
 - 26.4.4 In order to use sick leave for pregnancy disability, the unit member shall have been actually rendering paid service to the District and not on any unpaid leave immediately preceding the disability.
 - 26.4.5 A unit member temporarily disabled as a result of pregnancy, termination of pregnancy or childbirth may return to duty at any time she is physically able to render full and complete service to the District.
 - 26.4.6 Upon returning to duty as a result of her temporary disability, the unit member must file a doctor's verification that she is physically able to render full and complete service to the District.

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26.5 Child Rearing Leave

- 26.5.1 Upon confirmation of pregnancy, termination of pregnancy leave or the determination on the part of the unit member to raise a child within one (1) year following childbirth or upon adoption or foster care of a child, an unit member may request maternity/paternity leave. Such a leave shall be without pay and subject to approval by the Board of Education. Unit members shall be entitled to receive health and welfare benefits during the first twelve (12) weeks of said leave in accordance with State and Federal Family and Medical Care Leave requirements.
- 26.5.2 Unit members given leaves of absence under this section shall sign an agreement indicating the length of leave and expiration date.
- 26.5.3 The District shall notify the unit member in writing no less than forty-five (45) days prior to the expiration of the leave requesting verification of unit member intent. A copy of said letter shall be considered proof of notification.
- 26.5.4 The unit member shall give the Superintendent written notice of intent to return, no less than thirty (30) calendar days before the expiration date of leave, or before April 1, whichever is earlier.
- 26.5.5 Failure to notify the Superintendent shall be considered as notice that the unit member shall not return and the position is vacant.
- 26.5.6 Maternity/Paternity leave taken prior to childbirth shall extend through the full period of pregnancy at a minimum.

26.6 Leave for Health

- 26.6.1 Any permanent unit member of the District may, at the discretion of the District, be granted leave of absence for a defined period of time for reasons of health.
- 26.6.1.1 Compensation may be granted for such leaves with proper medical verification.
- 26.6.1.2 A permanent unit member may request a health leave without compensation due to personal illness or accident.
- 26.6.1.3 Unit members shall exhaust all accrued sick leave and differential pay during Leave for Health for the unit members' own serious health condition. Leave for Health is to run concurrently with accrued sick leave and differential pay.
- 26.6.2 Unit members given a leave of absence for health shall notify the Superintendent or designee in writing, of intent to return or not to return to the District no less than ninety (90) calendar days before expiration of the leave or before April 1, whichever is earlier and if medically known. Such notice shall also include a written statement from a physician certifying the employee's ability or inability to return to service.
- 26.6.3 Failure to so notify the Superintendent or designee shall be considered as notice that the unit member does not plan to return and the position is then declared to be vacant.

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26.7 Voluntary Leave

- 26.7.1 Permanent unit members, with ninety (90) calendar days prior notice to the Human Resources Office, may request a leave of absence without compensation.
- 26.7.2 Voluntary leave may be granted for up to one year. Unit members may apply for an extension at least thirty (30) calendar days prior to end of first leave. Extension of voluntary leave shall be at the discretion of the Board and only granted for extraordinary circumstances.
- 26.7.3 Upon returning from a voluntary leave, the unit member shall be placed in an assignment within the scope of his/her certification, training and experience.

26.8 Educational Improvement Leave

- 26.8.1 With ninety (90) calendar days prior notice to the Human Resources Office, educational improvement leaves may be granted to unit members who have completed two (2) full years of the probationary period.
- 26.8.2 Educational leaves shall be granted at the discretion of the District and such leaves shall be without compensation.
- 26.8.3 Such leaves may be granted for not less than one semester nor more than one year.
- 26.8.4 An extension of the educational leave may be granted at the discretion of the Board where completion of the courses require more than one year and where the District shall benefit educationally from such study.
- 26.8.5 Unit members given leaves of absence under this section shall sign an agreement indicating the length of leave and expiration date.
- 26.8.6 The unit member shall give the Superintendent written notice no fewer than ninety (90) calendar days before expiration date of leave, or before April 1, whichever is earlier, of intent to return.
- 26.8.7 The District shall notify the unit member in writing no fewer than forty-five (45) days prior to the expiration of the leave requesting verification of unit member intent. A copy of said letter shall be considered proof of notification.
- 26.8.8 Failure to notify the Superintendent shall be considered as notice that the unit member shall not return and that the position is vacant.
- 26.8.9 A unit member returning from Educational Leave shall receive the salary to which he/she would have been entitled had the unit member remained an unit member of the District, provided the unit member works at least 75 percent of the school year.
- 26.8.10 Personnel applying for Educational Leave may additionally receive credit on the salary schedule for one (1) year's experience if also approved by the Board.

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26.9 Jury Duty

- 26.9.1 Upon notification of jury duty, the unit member shall immediately inform his/her immediate administrator and the Human Resources Office.
- 26.9.2 Unit members who are called for jury duty shall be granted leave with pay.
- 26.9.3 Juror's fees, exclusive of mileage received by the unit member, shall be deposited to the credit of the District.
- 26.9.4 If jury duty requires 1/2 day or less time from the unit member's normal duty site, the unit member shall return to his/her duty site and through mutual agreement between unit member and site administrator shall be able to work on matters directly related to employee's assignment.
- 26.9.5 An unit member who is absent due to jury duty shall file an absence report with the Human Resources Office for each day or portion of a day that he/she is absent.

26.10 Leaves Due to Court Subpoena

- 26.10.1 Whenever an unit member is subpoenaed as a witness in a case in which the District is a participant, the unit member shall be released for appearance in court without loss of pay.
- 26.10.2 No salary deductions shall be made for absences if the unit member is under a subpoena in a court case in which he/she is not an interested party or a voluntary witness.
- 26.10.3 No salary shall be paid in cases where an unit member is a voluntary witness appearing in his/her own interests.
- 26.10.4 Witness fees, exclusive of mileage, received by the unit member shall be deposited to the credit of the District.

26.11 Military Leave

- 26.11.1 Full-time unit members who are members of the Armed Services or other military reserve components may be given military leaves of absence with pay when called to active duty or training exercises.
- 26.11.2 The unit member shall submit an order or statement from the appropriate military commander in advance as evidence of such duty. The order or statement must accompany the formal request for leave.

26.12 Leave for Political Activities

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

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- 26.12.2 Unless otherwise agreed on prior to taking leave, unit members returning from such full time leave shall be entitled to return to the same position held at the time the leave was granted and shall receive the salary to which he/she would have been entitled had the unit member remained an unit member of the District.
- 26.12.3 Unit members shall return to the District within six (6) months of leaving office.
- 26.12.4 An unit member taking leave under the provisions of this section shall notify the District of his/her intention to return to the District within thirty (30) calendar days of termination from office.
- 26.12.5 Failure to notify the District shall be considered as notice that the unit member shall not return and that the position is vacant.
- 26.13 Personal Leave
- 26.13.1 Unit members shall be entitled to one (1) personal leave day per year which shall not be deducted from any sick leave or any other leave bank as established by this Agreement. Such personal leave day shall require at least two (2) days prior notice to the Human Resources Office that such leave is to be taken.
- 26.13.2 One day of unused Personal Leave may be carried over for use only in the year following the year in which it is earned. If an unit member does not use his/her personal leave day in the second year, one unused personal leave day shall automatically be converted to sick leave.
- 26.14 Discretionary Leave
- 26.14.1 A unit member may request Discretionary Leave for "once-in-a-lifetime" opportunities.
- 26.14.1.1 It is intended that this leave be used for those very special and unusual circumstances when it would be to both the unit member's and the District's advantage that the unit member be absent. It is not intended that Discretionary Leave be used for vacations, hunting or fishing trips, family reunions, winter cruises during the off season, and the like.
- 26.14.1.2 A unit member granted Discretionary Leave shall reimburse the District for the cost of his or her substitute.
- 26.14.1.3 A review panel consisting of a District and an LEA representative shall be created to review and make recommendations on all requests for Discretionary Leave. The Superintendent's decision on the granting of a request for Discretionary Leave shall be final and not subject to the grievance process.
- 26.14.1.4 Discretionary Leave shall be granted for not more than 10 calendar days and shall be granted only once to an unit member during his or her employment with the District.

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26.15 Family and Medical Care Leave

26.15.1 Definitions

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

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

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

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

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

26.15.3.1 The unit member’s own serious health condition;

26.15.3.2 Birth, adoption or foster care of a child;

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

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

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

26.16 Catastrophic Leave

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

26.16.2 “Eligible Leave Credits” means sick leave donated to the catastrophic leave bank.

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- 26.16.2.1 The unit member who is suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides written verification of catastrophic injury or illness as required by the District. The participant shall be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.
- 26.16.2.2 The District shall determine, based upon the doctor's verification, whether the unit member is unable to work due to the unit member's catastrophic illness or injury.
- 26.16.2.3 The unit member must exhaust all his or her paid sick leave prior to receiving catastrophic leave. Thirty (30) days of catastrophic leave shall be available prior to the commencement of differential pay.
- 26.16.2.4 No unit member may donate sick leave credits unless he or she has a minimum of fifteen days of accumulated leave credits and may donate only days in excess of fifteen days.
- 26.16.2.5 All transfer of sick leave credit shall be in the donating individual's work day increments. All transfer of sick leave credit is irrevocable.
- 26.16.2.6 A unit member who receives paid sick leave pursuant to this section shall use any leave credits that he or she has accrued prior to receiving paid leave pursuant to this section.
- 26.16.2.7 The maximum number of donated leave credits that may be used in any given school year under this section shall be ninety (90) days.
- 26.16.2.8 Catastrophic leave credits shall not be used for illness or disability which qualify the participant for Worker's Compensation benefits. If a request for Worker's Compensation benefits is denied, the unit member may request Catastrophic Leave retroactively.
- 26.16.2.9 The Association shall assist in circulating requests for donations.

26.17 Industrial Accident and Illness Leave

- 26.17.1 A unit member who is absent from duty because of illness or injury resulting from such accident or condition shall be granted an industrial accident and illness leave for up to sixty (60) working days in any one fiscal year for each such accident or illness. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next school year, the unit member shall be entitled to use only that amount remaining at the end of the school year in which the injury or illness occurred for the same illness or injury.
- 26.17.2 When a unit member is denied payments under this section and is subsequently granted an award by appropriate authority, he/she shall be entitled to all such payments denied.

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- 26.17.3 Allowable leave shall not be accumulated from year to year.
- 26.17.4 Industrial accident or illness leave shall commence on the first day of absence.
- 26.17.5 Only absences which are supported by a medical doctor's statement and have been verified by the District's workers' compensation insurance carrier or the Workers' Compensation Appeals Board to be the result of a work connected injury or illness will be paid under the industrial leave policy. Any absence that cannot be so verified shall be charged against the unit member's personal illness leave or other appropriate leave.
- 26.17.6 Should the unit member's absence due to an industrial injury or illness be extended beyond sixty (60) days, the unit member shall be entitled to use accrued illness leave, or other available leave provided by this Agreement or by the action of the Governing Board.
- 26.17.7 During any period a unit member is receiving his/her regular salary from the District, he/she is required to endorse over to the District all temporary disability payments received from the Carrier. Charges to the employee's leave balance shall be as follows:
- 26.17.8 Industrial leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payment paid by the Carrier.
- 26.17.9 A unit member who is absent because of a work connected injury or illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, shall exceed his/her full salary during the period of his/her absence.
- 26.17.10 A unit member, while receiving industrial leave benefits, shall remain within the State of California unless the Board of Education authorizes travel outside the state. Periods of such leave shall not be considered as a break-in-service.
- 26.17.11 When all available paid leaves have been used and the unit member is unable to return to work, the unit member may petition the Board of Education for additional paid or unpaid leave. The Board may grant leave at its discretion at such rate as it may prescribe.

ARTICLE 27: AMERICANS WITH DISABILITIES ACT

- 27.1 The District and the Association agree that:
- 27.1.1 Both acknowledge the District's obligation to provide reasonable accommodation to persons with disabilities as required under the Americans With Disabilities Act ("ADA").
 - 27.1.2 A unit member seeking reasonable accommodation under the ADA has the right to be represented by the Association in discussion with the District regarding such accommodation.
 - 27.1.3 Upon receiving a request for reasonable accommodation from any disabled person, including a current unit member or prospective unit member, which accommodation potentially could impact directly or indirectly upon terms and conditions of employment of any unit member, the District shall,
 - 27.1.3.1 Notify the Association in writing of such request. The Association shall respond within five (5) days of the notice. The Association shall participate in meetings with current unit members to discuss reasonable accommodation, as required; and
 - 27.1.3.2 Provide the Association all relevant information in the District's possession regarding all proposed accommodations and/or the asserted need(s) therefore. The Association agrees that it shall maintain the confidentiality of medical records of any disabled person.
 - 27.1.4 If the reasonable accommodation request can be resolved without the necessity of a face-to-face meeting, the District shall:
 - 27.1.4.1 Notify the Association of the request and give the Association five (5) days to review the request prior to the District's response to the request.
 - 27.1.4.2 Provide the Association within five (5) work days of any individual discussion, a written summary thereof and a description of any accommodation agreed to by the District in such discussion;
 - 27.1.4.3 Negotiate with the Association, upon request, over the impact or effects on other unit members of any accommodation agreed to in any such individual discussion; and
 - 27.1.4.4 The District shall not be obligated to negotiate the decision to provide a reasonable accommodation.
 - 27.1.5 The District and the Association acknowledge that particular accommodations are intended to meet the individual needs of particular persons. Acceptance by the District and/or the Association of a particular accommodation shall not obligate either of them to accept the same or similar accommodation for a different person, nor shall any reasonable accommodation be cited or used as evidence of a past practice in the grievance/arbitration procedure.

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- 27.1.6 As used in this Article only, the term “unit member” refers only to a person who at the time of a request for an accommodation either holds a position within the Association’s bargaining unit, or claims the right to reinstatement to such a position.
- 27.1.7 This article is not intended to provide any rights under the grievance article to individuals who believe that their rights have been violated under the ADA, or any other similar federal or state law. Such individuals shall pursue their claims through the appropriate administrative agencies.

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ARTICLE 28: UNIT MEMBER TRAVEL

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

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ARTICLE 29: PROPERTY DAMAGE

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

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ARTICLE 30: EFFECTS OF LAYOFF

30.1 Severance and Recall Rights

30.1.1 A probationary or tenured unit member who is laid off shall be entitled, along with his/her eligible dependent(s), to any health and welfare plan offered by the District for a period of no more than four (4) months after the effective date of layoff. Thereafter, the laid-off unit member may, if he/she chooses, continue to pay the necessary premiums on a monthly basis.

30.1.2 The District shall assist any unit member who is laid off in obtaining information regarding unemployment insurance benefits for which he/she may be entitled.

30.1.3 Laid-off probationary or tenured unit members shall have priority for filling any vacant or newly created positions for which he/she is credentialed and qualified.

Tenured teachers shall have such recall rights for up to thirty-nine (39) months following the effective date of his/her layoff. Probationary teachers will have such recall rights for up to twenty-four (24) months following the effective date of his/her layoff.

30.1.4 If any vacant or newly created position, including, but not limited to temporary, categorical and substitute positions occurs, the District shall offer the position to the most senior laid-off probationary or tenured unit member eligible under Section 30.1.3. The Human Resources Office will respond to requests by the LEA President or his/her designee to review records relating to all offers of employment and responses of laid off probationary or tenured unit members.

30.1.5 Probationary or tenured unit members who are laid off shall have the right to reject any job offer without waiver of any recall rights.

30.1.6 Any laid-off tenured unit member who is eligible under Section 30.1.3 and is recalled to perform temporary and/or substitute services shall be paid at his/her daily rate of pay, including step and column progression to which he/she would be entitled, as if he/she had been reinstated to a vacant or newly created position.

30.1.7 No vacant position shall be filled by a new unit member unless the District has offered reinstatement to all laid-off probationary or tenured unit members who are eligible under Section 30.1.3 to fill the vacant position.

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ARTICLE 31: GRIEVANCES

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

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- 31.6 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor unless such action is determined to be a safety or health hazard by the Superintendent or his/her designee.
- 31.7 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 31.8 Every reasonable effort shall be made to schedule meetings for the processing of grievances at times within the regular work day of the participants.
- 31.8.1 If any grievance meeting or hearing shall be scheduled during the school day, any grievant, his/her representative, and any party required to participate as a witness in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
- 31.9 When a grievance has been filed, the grievant may terminate the grievance at any time by giving written notice to the Superintendent or his/her designee. This action shall not preclude the Association from pursuing the grievance on its own.
- 31.9.1 The District shall give written notice of such termination to all parties, if the Association agrees that the grievance may be terminated.
- 31.10 The grievant has the right to have a representative present at any formal step of the grievance procedure. The grievant, however, shall be present at each step of the grievance procedure unless physically ill or detained due to transportation difficulties.
- 31.11 Informal Resolution
- 31.11.1 A unit member who believes he/she has a grievance shall present the concern orally to the immediate administrator within thirty (30) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. It is the intent of this informal meeting that at least one personal conference be held between the grievant and the immediate administrator.
- 31.11.2 Within five (5) days after the meeting, the administrator shall respond to the unit member.
- 31.11.3 The grievant has the option to begin a grievance at the formal level.
- 31.12 Formal Resolution - Grievances shall be processed in accordance with the following steps:
- 31.12.1 Level 1 - If the concern is not settled during the informal discussion, the unit member shall present the grievance in writing to the immediate administrator within ten (10) days after the oral decision by the administrator. The statement written by the grievant shall include:
- 31.12.1.1 A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;

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- 31.12.1.2 A listing of the provisions of this Agreement which are alleged to have been violated or misapplied;
- 31.12.1.3 A listing of specific actions requested of the District which shall remedy the grievance.
- 31.12.2 Level 2 - If either party is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days, the grievance shall be transmitted in writing to the Superintendent's designee. The written statement shall include:
 - 31.12.2.1 A copy of the original grievance;
 - 31.12.2.2 A copy of the decision made at the first level, if any;
 - 31.12.2.3 Reasons why the proposed solution is unacceptable.
 - 31.12.2.4 Within five (5) days from the receipt of the grievance, the Superintendent or his/her designee shall meet with the grievant in an effort to resolve the grievance. The Superintendent or his/her designee shall make a written disposition of the grievance within five (5) days after such meeting and return it to the grievant and to the Association.
 - 31.12.2.5 If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to level 3.
- 31.12.3 Level 3 - Within ten (10) days after receiving the decision of the Superintendent or his/her designee or if no decision has been rendered, the Association may appeal to an Arbitrator and contact the American Arbitration Association (AAA) or State Conciliation Service.
 - 31.12.3.1 If the parties cannot agree on an Arbitrator within ten (10) days, they shall then be subject to the Voluntary Arbitration Rules of the AAA.
 - 31.12.3.2 Once the arbitrator has been selected, hearings shall commence at the convenience of the Arbitrator.
 - 31.12.3.3 The Arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the AAA and the provisions of this procedure.
 - 31.12.3.4 The appeal shall be in writing and shall include the same information as described in the previous appeal.
 - 31.12.3.5 The Arbitrator shall have available to him/her all documents relating to the grievance and any District records that would be helpful in resolving the problem.

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- 31.12.3.6 Within thirty (30) days after the conclusion of the hearing, the Arbitrator's decision shall be in writing and shall set forth the Arbitrator's findings of fact, reasoning and conclusions on the issues submitted.
 - 31.12.3.7 The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
 - 31.12.3.8 The decision of the Arbitrator shall be submitted to the Superintendent and the Association and shall be final and binding upon the parties of this Agreement.
- 31.13 Limitation of Arbitrator - The Arbitrator shall be subject to the following limitations:
- 31.13.1 The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - 31.13.2 The Arbitrator shall have no power to establish salary structures or change any salary. This limitation does not apply to changing placement on a salary schedule.
 - 31.13.3 The Arbitrator shall have no power to recommend or resolve:
 - 31.13.3.1 Any issue arising out of the exercise by the Board and the Administration of its responsibilities under the District Rights Section of this Agreement;
 - 31.13.3.2 Issues involving the content of evaluation.
 - 31.13.4 The Arbitrator shall have no power to change any practice, policy, or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule, or any action taken by the District.
 - 31.13.5 The Arbitrator shall have no authority to usurp the Board's financial rights and responsibilities, but may recommend to the Board to rectify contractual errors that have resulted in loss of compensation to the grievant(s).
 - 31.13.6 Expenses incurred by the Arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
 - 31.13.7 The fact that the grievance has been considered by the parties in the preceding step of the grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator in this Agreement.
 - 31.13.8 Either party may request a certified court reporter to record the entire hearing.
 - 31.13.8.1 The cost of the services and expenses of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree.
 - 31.13.8.2 If the Arbitrator requests a court reporter, then the costs shall be shared by both parties.

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- 31.13.8.3 The court reporter shall deliver a copy of the proceedings to each requesting party as soon as possible.
- 31.13.8.4 Cost of copies of the proceedings shall be paid by party(ies) requesting such copy(ies).
- 31.14 Hearings held under this procedure shall be conducted at a time and place, which shall afford a fair and reasonable opportunity, for all persons entitled to be present to attend.
 - 31.14.1 Such hearings shall be conducted during non-classroom hours, unless there is mutual agreement for other arrangements.
 - 31.14.2 The District and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
- 31.15 If the grievance arises from an action of authority higher than the principal of a school, the unit member may present such grievances to the appropriate administrator.
 - 31.15.1 The resolution of a grievance, which has the effect of resolving problems for which other bargaining unit members would have filed, shall also apply to that class of unit members.
- 31.16 No probationary unit member may use the grievance procedure in any way to appeal discharge or a decision by the District not to renew his/her contract.
 - 31.16.1 No tenured unit member shall use the grievance procedure to dispute any action by the District which is applicable to the State tenure laws.
- 31.17 All proceedings of a grievance shall be confidential.
- 31.18 Nothing contained herein shall deny any unit member his/her rights under State or Federal Constitutions and Laws.

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ARTICLE 32: COMPLAINTS

- 32.1 Complaints regarding an unit member deemed by the site administrator or supervisor to be detrimental will be reported to the unit member at the earliest possible time or not later than within ten (10) days of the receipt of the complaint.
- 32.2 Should either the unit member or site administrator or supervisor believe that the allegations warrant a conference, the immediate supervisor shall schedule a meeting with the unit member. If the complainant refuses to attend, he/she shall put the complaint in writing or the complaint shall be dropped.
- 32.3 If the matter is not resolved at the meeting, the complainant and/or the administrator may put the complaint in writing, signed and dated, and submit a copy to the unit member.
- 32.4 No complaint shall be placed in an unit member's personnel file, unless the unit member has an opportunity to answer in writing before the material is placed in the file.

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ARTICLE 33: SAVINGS PROVISION

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

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ARTICLE 34: SUPPORT OF AGREEMENT

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

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ARTICLE 35: EFFECT OF AGREEMENT

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

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ARTICLE 36: REOPENERS

- 36.1 The parties agree to reopen for the 2005-2006 school year on Wages, Benefits and one additional reopener to be named by each party in their respective proposals.
- 36.2 Article 13, Peer Assistance and Review Program , is a yearly reopener.

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ARTICLE 37: PRESENTATION OF SUCCESSOR AGREEMENT

- 37.1 No later than the second (2nd) Tuesday in February of the year in which this Agreement expires and at a public Board meeting, the Association shall publicly present proposals with respect to a successor Agreement. On this same date, the Board shall notify the public of a public meeting to be held no later than the last Tuesday in February. At this public meeting the Board shall hold a public hearing on the Association proposals. No later than the last Tuesday in March, a subsequent public meeting shall be held at which time the Board shall adopt its initial proposals. New subjects of meetings and negotiation arising after the presentation of initial proposals shall be made in accordance with Section 3547 (d) of S.B. 160.

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APPENDIX A
RESOLUTION

WHEREAS, Section 3540, et seq. of the Government Code, Title I, Division 4, Chapter 10.7 (Rodda Act) provides that the public school employer may voluntarily recognize an unit member organization as the exclusive representative of an appropriate unit of unit members; and

WHEREAS, the Livermore Education Association, affiliated with California Teachers Association and National Education Association has requested recognition pursuant to the provisions of the "Rodda Act" and has complied with the appropriate sections of the rules and regulations of the Educational Employment Relations Board; and

WHEREAS, the Livermore Education Association has agreed not to seek a clarification or amendment of the representation unit as set forth below:

The Livermore Valley Joint Unified School District Board of Trustees hereby grants exclusive recognition to Livermore Education Association for the unit members in the representation unit, which is comprised of the following positions:

1. Elementary, Intermediate & High School Classroom Teachers
2. Special Education Teachers including:
 - a. Teachers of Educationally Handicapped
 - b. Teachers of Educationally Mentally/Retarded
 - c. Teachers of Aphasic
 - d. Opportunity Program Teachers
 - e. Reading Specialists (Miller Unruh, Reading Resource Teachers, etc.)
 - f. Music Teachers
3. Support Personnel
 - a. Counselors
 - b. Nurses
 - c. Librarians
 - d. Speech Therapists
 - e. Psychologists
 - f. Instructional Materials Specialists
 - g. Staff Assistant, Mentally Gifted Minor Program

and exclude all management positions, which include:

1. Superintendent
2. Assistant Superintendents
3. Directors
4. Assistant Directors
5. Elementary, Intermediate, High School and Adult School Principals
6. Elementary, Intermediate, High School and Adult School Vice Principals

PASSED AND ADOPTED BY THE FOLLOWING CALLED VOTE this 24th day of July 1976.

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APPENDIX B
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
CALENDAR(S) – YEARLY PLANNER(S)

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APPENDIX C

NOTICE OF GRIEVANCE

Identity Number _____ School _____

Name _____ Date _____

Assignment _____

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

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

Remedy Desired: _____

If you wish to be represented, indicate below:

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

Signature of Aggrieved _____

Record of Time:

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

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APPENDIX D
PROCEDURE FOR DETERMINING EXTRACURRICULAR PAY

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

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

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

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

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

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

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

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

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

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

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

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

6. Instructional and organizational skills necessary to conduct the activity. A neutral committee determines for each position the level of instructional and organizational skill necessary to carry out the activity successfully. Points are awarded as listed below:

Above average	3 points
Average	2 points
Some	1 point
Primarily supervisory	0 points

The District agrees to pay for the listed functions which are filled at the rate of \$116.00 per point per year per function. Prior written approval must be obtained from the site administrator with the concurrence of the Executive Director of Human Resources to split any established stipend.

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

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

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

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

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APPENDIX E
 LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
 EXTRACURRICULAR PAY

Extracurricular pay is based upon the number of points established for each assignment calculated according to the formula set forth in Appendix D of the LEA Agreement. Copies available upon request from the Human Resources Office. The resulting rate of pay for each position is as follows:

Assignment	Amount		
		Musical, HS Stage/Chorus	\$1,740
Agriculture Judging Team	\$2,204	Newspaper, HS	\$1,392
Athletic Director, MS	\$2,900	Orchestra, HS	\$1,856
Band Director, HS	\$3,016	Orchestra, MS	\$1,624
Band Director, MS	\$2,320	Soccer, Varsity	\$2,320
Band Director, MS + Color Guard	\$2,784	Soccer, JV	\$1,740
Baseball, Head Varsity	\$3,016	Soccer, Freshman	\$1,740
Baseball, Assistant Varsity	\$2,204	Softball, Head Varsity	\$3,016
Baseball, JV	\$2,204	Softball, Assistant Varsity	\$2,204
Baseball Freshman	\$2,204	Softball, JV	\$2,204
Basketball, Head Varsity	\$2,900	Softball, Freshman	\$2,204
Basketball, Assistant Varsity	\$1,972	Spirit Squad, HS	\$2,668
Basketball, JV	\$2,088	Spirit Squad, Assistant	\$2,088
Basketball, Freshman	\$2,088	Swimming, Varsity	\$2,784
Basketball, 8 th Grade	\$1,740	Swimming, JV	\$1,972
Basketball, 7 th Grade	\$1,044	Tennis, Varsity	\$1,856
Basketball, 6 th Grade	\$ 812	Track, Head Varsity	\$3,364
Chorus, HS	\$1,740	Track, Assistant Varsity	\$2,320
Chorus, MS	\$1,624	Track, MS	\$1,508
Color Guard, HS	\$2,088	Volleyball, Varsity	\$2,668
Color Guard, MS	\$1,740	Volleyball, JV	\$2,088
Cross Country	\$1,972	Volleyball, Freshman	\$2,088
Dance Troupe	\$2,204	Volleyball, MS	\$1,740
Debate/Mock Trial	\$1,276	Water Polo, Varsity	\$2,668
Diving	\$1,856	Water Polo, JV	\$2,204
Drama, HS	\$2,436	Wrestling, Varsity	\$2,900
Drama, MS	\$1,972	Wrestling, JV	\$2,320
Football, Head Varsity	\$3,364	Wrestling, MS	\$1,740
Football, Assistant Varsity	\$2,552	Yearbook Advisor, HS	\$1,856
Football, JV Head	\$2,668	Yearbook Advisor, MS	\$1,392
Football, JV Assistant	\$2,436		
Football, Freshman Head	\$2,668		
Football, Freshman Assistant	\$2,436		
Golf, Head Varsity	\$1,740		
Golf, MS	\$1,160		
Leadership Advisor, HS	\$2,900		
Leadership Advisor, MS	\$2,320		
Musical, HS	\$1,740		

All extracurricular positions are site-based decisions

H. S. Athletic Directors receive an additional 9.5% of the value of cell A-1fc of the Teachers' Salary Schedule.

H. S. Assistant Athletic Directors receive 5% of the value of cell A-1fc of the Teachers' Salary Schedule.

LONGEVITIES FOR HIGH SCHOOL COACHES

Coaches of high school sports who are currently LEA bargaining unit members in the District receive longevities based on the number of years they have coached within the District as follows:

Longevity Number	Coaching In District	Longevity Stipend	Longevity Total
1	3 years	\$283	\$283
2	6 years	\$283	\$566
3	9 years	\$283	\$849
4	12 years	\$283	\$1,132

Effective 2005/2006 School Year
 Board Approved 10/11/05
 7/1/2002

*District contributes an additional 8.25% statutory benefits
 *Unit member contributes 8% towards retirement (STRS) AB2700-

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APPENDIX F
PROCEDURE FOR DETERMINING AREA CHAIRPERSON PAY

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

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

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

*The total amount allotted for 1987/88 is \$27,940.

LEA/LVJUSD 2003-2007 CONTRACT
APPENDIX G
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
LIVERMORE EDUCATION ASSOCIATION
SALARY SCHEDULE 2004-05
(Shown in U.S. Dollars)

New hires are placed on the salary schedule from A-1 to F-8 based on the number of semester units above the Bachelor's Degree and the number of full years of verified teaching experience in public schools.

The District will place **only** fully credentialed teachers in columns A_{fc}, B_{fc}, C_{fc}, and D_{fc}

Years	A		B		C		D		E	F
	Bachelor's Degree Only		Bachelor's + 15 Semester units		Bachelor's + 30 Semester units		Bachelor's + 45 Semester units		BA/S + 60 sem. units	BA/S + 75 sem. units
	nfc	fc	nfc	fc	nfc	fc	nfc	fc		
1	31,949	40,222	34,017	40,223	36,093	40,224	38,149	40,225	40,234	42,293
2	34,017	40,223	36,093	40,224	38,149	40,225	40,234		42,293	44,361
3	36,093	40,224	38,149	40,225	40,234		42,293		44,361	46,428
4	38,149	40,225	40,234		42,293		44,361		46,428	48,506
5	40,234		42,293		44,361		46,428		48,506	50,573
6	42,293		44,361		46,428		48,506		50,573	52,640
7	44,361		46,428		48,506		50,573		52,640	54,727
8	46,428		48,506		50,573		52,640		54,727	56,784
9	48,506		50,573		52,640		54,727		56,784	58,850
10	xxxxxxxx		52,640		54,727		56,784		58,850	60,928
11	xxxxxxxx		xxxxxxxx		56,784		58,850		60,928	62,999
12	xxxxxxxx		xxxxxxxx		xxxxxxxx		60,928		62,999	65,066

LONGEVITIES

Longevity Number	Years on F-12 in LVJUSD	Longevity Stipend	Longevity Total
L-1	3 Years	1,520	1,520
L-2	6 Years	1,520	3,040
L-3	9 Years	1,520	4,560
L-4	12 Years	2,191	6,751

ADVANCED DEGREES

Type of Degree	Degree Stipend	Degree Total
Masters	856	856
Doctorate	856	1,712

ADDITIONAL DAYS AND STIPENDS

Job Title	Additional Days	Stipend	Explanation
Lead Nurse or HS Counselor	10 Days	5% of individual's salary	
Social Worker	10 Days	15% of individual's salary	
Psychologist	20 Days	15% of individual's salary	Those hired before 1/1/87 receive 25%
HS Athletic Director		9.5% of A-1fc	Based upon 1989-90 contract
HS Assistant Athletic Director		5.0% of A-1fc	Based upon 1989-90 contract

High School Area Chairpersons receive a stipend that is recalculated each year based on the formula printed in Appendix F of the negotiated agreement.

This schedule was approved by the Board of Education on March 20, 2001.

LEA/LVJUSD 2003-2007 CONTRACT
APPENDIX H
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
AFFIDAVIT OF DOMESTIC PARTNERSHIP

I. DECLARATION:

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

II. STATUS

1. We affirm that this District domestic partnership began on or about ____/____/____.
2. We are each eighteen (18) years of age or older.
3. We are mentally competent to consent to contract.
4. We have an intimate, committed relationship of mutual caring and support.
5. We are each other's sole domestic partner, and we intend to remain so indefinitely.
6. Neither of us is married to or legally separated from anyone else.
7. Neither of us has had another domestic partner within the prior twelve (12) months.
8. We are not related by blood to a degree of closeness that would prohibit legal marriage under California Law.
9. We cohabit and reside together in the same residence and intend to do so indefinitely.
10. We reside together at: _____

(address, city, zip of above named unit member and domestic partner)
11. We are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.
12. We currently possess the following [check all that apply: at least two must be checked]:
____ A joint real estate mortgage, lease or deed (either as tenants in common or joint tenants with right of survivorship).
____ A current beneficiary designation naming the unit member's domestic partner as a primary beneficiary of the unit member's life insurance or retirement plan benefits payable at death.
____ A current will naming the unit member's domestic partner as a primary beneficiary of the unit member's estate.
____ A durable power of attorney for property and health care executed by the unit member in favor of the domestic partner.
____ Joint ownership of a motor vehicle or a joint checking or joint credit account.

III. CHANGE IN DOMESTIC PARTNERSHIP:

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

LEA/LVJUSD 2003-2007 CONTRACT

IV. ACKNOWLEDGMENTS:

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

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

Unit member signature

D.O.B.

Date

Domestic Partner signature

D.O.B.

Date

LEA/LVJUSD 2003-2007 CONTRACT
APPENDIX I
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
STATEMENT OF TERMINATION OF DOMESTIC PARTNERSHIP

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

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

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

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

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

____ Termination of domestic partnership

____ Change of residence

____ Marriage to another person

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

____ Death of domestic partner

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

(former domestic partner new address)

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

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

Signature of unit member

Date

LEA/LVJUSD 2003-2007 CONTRACT
APPENDIX J
INDEMNIFICATION OF UNIT MEMBERS IN CIVIL ACTIONS

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

Unit members who have questions regarding indemnification issues should contact the District Human Resources Office.

LEA/LVJUSD 2003-2007 CONTRACT
APPENDIX K
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

ORDER OF ELIGIBILITY FOR VACANCIES IN POSITIONS
REPRESENTED BY THE LEA BARGAINING UNIT
EFFECTIVE JANUARY 30, 2002
UPDATED JUNE 17, 2003

When a vacancy is posted for a position represented by the LEA bargaining unit, individuals are eligible for consideration in the following order:

1. Employer initiated transfers (administrative transfers)
2. Individual with permanent status displaced from their school site
3. Individuals with permanent status returning from leaves of absence associated with elementary job shares and individuals returning from partial or full time leaves of absence.
4. Individuals with probationary status displaced from their school site
5. Individuals with probationary status returning from leaves of absence associated with elementary job shares and individuals returning from partial or full leaves of absence
6. Individuals requesting voluntary transfers
- 6a. Individuals who have been laid off and are eligible under Article 29, Effects of Layoff, of this Agreement.
7. All others who have an interest in the vacancy