

**2024-2025**

AGREEMENT BETWEEN THE  
LAGUNA BEACH UNIFIED SCHOOL DISTRICT  
AND THE  
LAGUNA BEACH UNITED FACULTY ASSOCIATION

**LABUFA  
CONTRACT**

JULY 1, 2023 - JUNE 30, 2026

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## ARTICLE 1. Recognition

### LAGUNA BEACH UNIFIED FACULTY ASSOCIATION

1.1 The District recognizes the Association for purposes of collective negotiations, pursuant to Government Code Section 3540 et seq., as the exclusive representative for the certificated bargaining unit composed of the following temporary, probationary and permanent positions: teachers, digital media and library specialists, counselors, student support specialists, district nurses, speech pathologists, activities directors, and teachers on special assignment.

1.2 The following positions are excluded from the Association:

Psychologists

Home teachers

Adult education teachers

Day-to-day substitutes

Long-term substitutes

Certificated management employees:

Superintendent

Deputy/Assistant Superintendents

Elementary School Principal

Middle School Principal

Middle School Assistant Principal

High School Principal

High School Assistant Principal

Directors

District Athletic Administrator

## **ARTICLE 2. Definitions**

- 2.1 “Unit member” refers to any employee who is recognized as a member of this unit and therefore covered by the terms of this Agreement.
- 2.2 “School Year” consists of those days delineated on the adopted school calendar.
- 2.3 “Semester” consists of those days as delineated on the adopted school calendar.
- 2.4 “Days” means school day during which unit members are required to be in attendance (except as defined in Article 6).
- 2.5 “Compensation” includes all salary and fringe benefits.
- 2.6 “Daily Rate of Pay” means the unit member’s annual salary divided by the total number of planning and teaching days.
- 2.7 “Release Time” is time during the school day for which the unit member is relieved of duties without reduction of compensation.
- 2.8 “Association” as referred to for the term of this Agreement is the Laguna Beach Unified Faculty Association/CTA/NEA.
- 2.9 “Trimester” consists of those days as delineated on the adopted school calendar for elementary level purposes.
- 2.10 “PLC” – Professional Learning Communities



## **ARTICLE 3. Association Rights**

- 3.1** The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided at each school site in an area frequented by unit members. The Association may use the intra-district mail service and unit members' mailboxes for communication to unit members.
- 3.2** Representative(s) of the Association shall have the right of access to areas in which unit members work so long as the representative(s) do not interfere with the work performance of any unit member. In those cases where the representative(s) are not members of the respective staffs, the representative(s) shall notify the principal of the unit members' presence on campus. Principals shall not schedule work time for access to unit members, but shall make it possible for representative(s) to talk to unit member(s) during work breaks, meal breaks, or before school and after the teaching period.
- 3.3** The Association may use the time immediately following school business items on a faculty meeting agenda to discuss Association business providing time permits. Unit members not wishing to remain shall be excused.
- 3.4** The Association shall be permitted the use of facilities and is subject to the same regulations governing other users as specified in District policy.
- 3.5** The Association may use school equipment under the District policies, so long as it does not interfere with the regular operation of the school programs.
- 3.6** The Association shall have a seat at the dais and be provided a standing report at each regularly scheduled Board meeting to report on informational matters.
- 3.7** Copies of Board agendas are available electronically on the District website, complete with all supportive data as furnished to Board members.
- 3.8** Upon request, the Association shall be provided, without cost, with a current list of all available names, addresses, and telephone numbers of all District unit members.
- 3.9** The Board shall not discriminate against any unit member on the basis of membership in the Association or participation in the activities of the Association.
- 3.10** Unit member application forms and oral interview procedures shall not refer to membership in or preference for the Association.
- 3.11** The Association shall be granted forty (40) days of leave per year to be utilized at the discretion of the Association. However, this leave shall not be utilized in preparation for, or the participation in, a work slowdown, work stoppage, and/or strike. The Association shall pay the cost of the substitute.
- 3.12** The unit members permitted to use this leave by the Association shall not lose any accumulated leave earned in others sections of this Agreement.
- 3.13** The Board shall prepare and deliver an electronic copy of this Agreement to each bargaining unit member in the District within forty-five (45) school days after ratification. A physical copy shall be provided for negotiation team members, site representatives, and for each staff lounge in the District. A physical copy will be provided to any unit member upon request to the Human Resources department.

**3.14** The Superintendent or their designee and Assistant Superintendent of Human Resources shall meet with the President and/or Vice President of the Association at regularly scheduled intervals and at other times as deemed necessary by either party to discuss items of mutual concern.

## **ARTICLE 4. Professional Dues and Payroll Deductions**

- 4.1** The District agrees to promptly remit all Association dues to the Association along with the alphabetical list of the employees for whom such deductions have been made, and indicating any change in personnel from the list previously furnished.
- 4.2** The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 4.3** The Association agrees to indemnify and hold the District harmless regarding any legal claim arising out of this Article subject to the following:
- a. The Association agrees to pay to the District all reasonable legal costs incurred in defending against any court action and/or administrative action before PERB challenging the legality or constitutionality of this Article or its implementation.
  - b. The Association shall indemnify the District for any judgment for damages or other liability incurred as a result of an action brought and sustained under 4.3.a of this Article.
  - c. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in this Agreement shall not be compromised, resisted, defended, or appealed.
- 4.4** The District, upon receiving a revocable written authorization from the unit member shall deduct from the salary and make appropriate remittance for annuities, saving bonds, credit unions, charitable donations, or any other plan jointly approved by the District and the Association. Such deductions shall be at no cost to the unit member or the Association.

## **ARTICLE 5. Negotiation Procedures**

- 5.1 The District and the Association are committed to Interest-Based Bargaining (IBB). These techniques have proven to be beneficial in opening lines of communication, sharing information, and building trust. Both sides believe the IBB process has improved the relationship and produces a better collective bargaining agreement.
- 5.2 The District and the Association shall exchange initial bargaining proposals for re-openers and/or a successor agreement and will be placed on the agenda of the next available business meeting. The successor agreement between the District and the Association is final when ratified by the Board of Education and the Association.
- 5.3 For the purpose of a successor agreement, the Association shall select no more than six (6) representatives for the purposes of meeting and negotiating with the District. Each representative shall receive a total allowance of seven (7) days of released time.
- 5.4 Meetings scheduled for the purpose of negotiating shall take place at a mutually agreed upon time and place that is convenient to both parties.
- 5.5 In the event that impasse is declared by both parties, two (2) additional days shall be granted each representative.
- 5.6 If additional days beyond the two (2) provided during impasses are needed, the cost necessary to hire substitute unit members shall be borne by the Association. Any days granted and not used shall be accumulated and available for negotiation with the District. The balance of days will be reported to the Association by the District prior to beginning negotiating the successor agreement.
- 5.7 The District and Association may discharge negotiation procedures through authorized officers, representatives, or sub-committees.
- 5.8 The District will provide the Association estimates of total income delineating as necessary restricted funds not available for salary increase, proposed expenditures by intermediate object accounts, proposed expenditures for programs defined in the California School Apportionments and Reports. The District will also provide to the Association a copy of any fiscal information relating to the general fund that is used as the basis for discussion or reports at public meetings. Documents shall include but not be limited to:
- 5.8.1 Estimate of Ending Balance
  - 5.8.2 Preliminary Budget Manual
  - 5.8.3 State Program Accounts
  - 5.8.4 J200 Series including Unaudited Actuals
  - 5.8.5 Final Adopted Budget Manual
  - 5.8.6 J-111 A (Class Size)
  - 5.8.7 Auditors' Reports
  - 5.8.8 P-1 and P-2 (Attendance Reports)

5.8.9 Assessed Valuation Projections

5.8.10 J-90

5.9 Upon request by the Association, the District shall furnish the Association with the placement of personnel on the respective salary schedule

## ARTICLE 6. Grievance Procedures

### 6.1 Definitions

- 6.1.1 A grievance is an allegation by one or more unit members that there has been a violation, misinterpretation or misapplication of the specific provision of this Agreement.
- 6.1.2 A grievant is a member of the bargaining unit or the Association alleging a violation, misinterpretation or misapplication of a specific provision of this Agreement.
- 6.1.3 A day is defined as a day when the schools in the district are in session excluding summer school.

**6.2 Informal Resolution.** Before filing a formal grievance, the grievant will attempt to resolve the grievance by means of an informal conference with the immediate supervisor or the appropriate administrator.

**6.3 Formal Resolution, Level One.** Within twenty (20) days after the occurrence of the act of omission giving rise to the grievance, or within twenty (20) days time the grievant could reasonably have known of the act or omission, the grievant must file a formal written grievance. The [appropriate form is linked here](#) and can be found on the District adopted learning management system.

6.3.1 The written statement of the grievance shall include the general and specific grounds of the grievance, the date or dates the alleged act or omission occurred, the specific provisions of the Agreement alleged to have been violated, misinterpreted or misapplied, and any other pertinent information which might assist the District in determining the proper resolution of the grievance. It shall also include a statement of the specific action which the aggrieved unit member desires that the District take to remedy the grievance and a statement of the outcome resulting from the Informal Resolution as described in Section 2.

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

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

**6.4 Formal Resolution, Level Two.** In the event the grievant is not satisfied with the decision rendered at Level One, the grievant may appeal the decision on the appropriate form to the Superintendent or designee with ten (10) days. The [appropriate form for level two is linked here](#) and can be found on the District adopted learning management system.

6.4.1 The Superintendent or unit member designee shall communicate the decision to the grievant within 10 days. If the Superintendent or designee does not respond within the time limits provided, the grievant may appeal to the next level.

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

**6.5 Formal Resolution, Level Three.** If the grievant is not satisfied with the solution or no decision has been made at Level Two, the grievant may request the Association to submit the grievance to arbitration. If the Association decides to submit the grievance to arbitration, they will have one-hundred (100) school days from the receipt of the level two decision to communicate the decision to initiate arbitration to the District. The Association and the District shall attempt to agree on an arbitrator. If no agreement can be

reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in conducting grievance arbitration hearings. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

- 6.5.1 The fees and expense of the arbitrator in the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- 6.5.2 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 6.5.3 The arbitrator shall have no power to alter, amend, change, or add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based upon the evidence and argument presented to them by the respective parties and upon generally accepted rules of contract construction and interpretation.
- 6.5.4 The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore, not have authority, nor shall the unit member consider it their function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can clearly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of the Agreement may be utilized by the arbitrator in accordance with generally accepted rules of contract construction and application. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in the unit members' opinion such decision or award is fair or equitable.
- 6.5.5. The decision of the arbitrator within the limits herein prescribed shall be binding upon the Association, the District, and the grievant.
- 6.5.6 Any dispute arising out of or in any way connected with either the existence or the exercise of rights of the District is not subject to the Grievance provisions set forth in this Article, unless the dispute is otherwise grievable under another Article or the Agreement.

## **6.6 Miscellaneous Provisions**

- 6.6.1 If the immediate supervisor, Superintendent or the designee fails to comply with the time limits set forth, the grievant may process the grievance to the next level of the grievance procedure. The time limits referred to herein shall be applied in a reasonable manner and may be extended only by mutual agreement between the parties.
- 6.6.2 All documents, communications and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.
- 6.6.3 No reprisals of any kind shall be taken by the District or by any member or representative of the District against the Association, a grievant or person who assisted the grievant. No reprisals of any kind shall be taken by the Association or any unit member against either the grievant, the

District or any District unit member who may have participated directly or indirectly in the grievance procedure.

- 6.6.4 Grievants, representatives of the grievants, and witnesses shall be provided reasonable release time for the purpose of processing grievances in accordance with Section 3543.1 of the Educational Employment Relations Act.
- 6.6.5 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association as long as the adjustment is reached prior to arbitration, the adjustment is not inconsistent with the terms and conditions of this Agreement and provided the District shall not agree to a resolution of a grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
- 6.6.6 The filing or pendency of a grievance shall not delay or change District action or programs until, if at all, the resolution of the grievance.
- 6.6.7 The grievant may be accompanied at any point in the process by an Association representative at the grievant's discretion.



## **ARTICLE 7. Hours**

### **7.1 Definitions**

The following definitions have been developed for this Article:

7.1.1 **Student Instructional Day:** The period of time when student instruction begins to when students are excused for the day, excluding passing and recess periods, preparatory and conference periods, lunch periods, and prior-to-school time.

7.1.2 **Professional Work Week:** It is recognized that unit members and support personnel normally work more than forty (40) hours per week. The five-day work week for classroom teachers, school counselors, student support specialists, and speech-language pathologists shall include a minimum of thirty-five (35) hours on site, except when the state-mandated minimum instructional minutes, inclusive of lunch, breaks, and passing periods, cause the work week to exceed thirty-five (35) hours. The professional work week for nurses, coordinators, and digital media and library specialists, shall be forty (40) hours on site. Professional responsibilities outlined in 7.7.3, such as adjunct duties, may take place outside of the student instructional day.

7.1.2.1 Beginning with the 2024-2025 school year, the Association and District agree that any newly hired school counselors and student support specialists will have a professional work week of forty (40) hours onsite. A majority of the current school counselors and student support specialists have agreed to transition to the professional work week of forty (40) hours onsite for the 2024-2025 school year. School counselors and student support specialists hired as a thirty-five (35) hours onsite employee have the option to remain on that salary schedule. Once a current school counselor and/or student support specialist transitions to the professional work week of forty (40) hours onsite they shall remain permanently on the forty (40) hours onsite work week schedule.

7.1.3 **Modified Day:** A regular early-out or late start day assigned to the annual schedule for each school site.

### **7.2 Duty Day**

7.2.1 Unit members shall be required to be at their schools or other work sites thirty (30) minutes prior to the beginning of the students' instructional day. Management and unit members recognize that some alternative work schedules are necessary to meet student needs.

7.2.2 On the last contractual day of the school year, completion of professional responsibilities shall be evidenced by the signature of the immediate supervisor on a District-developed end-of-the-year checklist.

7.2.3 Staff meetings will be scheduled during the professional work day at each site.

7.2.4 Unit members shall work a professional work day, inclusive of all duties outlined in 7.7. Unit members may leave at the conclusion of the student instructional day, as long as the unit members do not have student, parent, or administrative appointments.

- 7.2.5 Unit members are not required to perform student supervision during passing and recess periods, preparatory and conference periods, lunch periods, and prior to the professional work day, unless included in the duty description for stipend or adjunct assignment. The adjunct duty list will be evaluated on a yearly basis at a meeting by the leadership team, LaBUFA negotiation team member, and administration at the end of the school year in preparation for the following year.
- 7.2.6 There will be a minimum of 30 consecutive minutes of duty free lunch.
- 7.2.7 Every effort will be made to schedule Individual Education Plan (IEP) meetings, student, parent, or administrative appointments during the student instructional day. However at the elementary level, in the event IEP meetings extend forty (40) minutes beyond the student instructional day, the unit member will be paid the certificated instructional rate of pay for the time beyond the student instructional day.
- 7.2.8 Optional after-school instructional enrichment and intervention, not assigned as an adjunct duty, performed by unit members beyond the professional work day will be paid at the certificated hourly instructional rate.
- 7.2.9 Optional professional development beyond the student instructional day will be paid at the certificated hourly non-instructional rate.
- 7.2.10 The District and Association will negotiate before student instructional minutes are amended.
- 7.2.11 The District shall assign consecutive periods to a middle or high school teacher, inclusive of a preparation period, unless otherwise agreed by the unit member and site administrator.
- 7.3 The principal and staff will cooperatively develop a plan to structure time at the individual schools, subject to the final approval of the principal.
- 7.4 **Preparation Periods**
  - 7.4.1 Unit members employed full-time at middle school serving as a classroom teacher for more than four (4) periods shall be assigned one (1) period for preparation and planning.
  - 7.4.2 Unit members employed full-time at high school serving as a classroom teacher for more than five (5) periods shall be assigned two (2) periods for preparation and planning. Prep periods shall be assigned one odd number period and one even number period to the extent possible.
  - 7.4.3 Unit members employed at elementary schools shall receive a minimum of two hundred twenty (220) minutes per week of student-free preparation and planning breaks for all kindergarten through third (3<sup>rd</sup>) grade teachers, and two hundred sixty (260) minutes per week for fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) grade teachers.
  - 7.4.4 Unit members employed full-time who accept an additional period of instruction in lieu of a preparation period do so knowing their preparation time for that period will occur beyond the student instructional day.
  - 7.4.5 Teachers shall be responsible for assigned students and may not reassign such responsibility without the approval of the site principal.

7.4.6 While it is expected that unit members are on campus a minimum of thirty-five (35) hours per week, unit members are not required to be onsite for the entirety of their preparation period unless required to attend student, parent, administrative appointments, or in cases of circumstances requiring campus supervision for safety (e.g., fire drills, emergency issues, etc.), as long as they are in compliance with the definition of professional work week in Article 7.1.2. Staff who leave campus during the instructional day shall notify the site administrator prior to departing campus.

## **7.5 Outdoor Education**

7.5.1 Unit members shall be encouraged but not required to attend Outdoor Education with their participating classes. Unit members who do not attend Outdoor Education with their participating classes shall serve in the District for the regular workday in such assignment as the Superintendent or designee may designate until their classes return.

7.5.2 Unit members may travel in their own vehicles at their own expense unless no adult supervision can be provided on the bus. The District will make all reasonable efforts to provide supervision, other than unit members on the bus.

## **7.6 Morning Breaks**

7.6.1 All unit members assigned to K-5 sites shall participate in scheduling which shall result in morning breaks for all K-5 teachers.

## **7.7 Professional Responsibilities**

7.7.1 Professional Responsibilities required of all unit members shall include attendance at Back-to-School Night, Open House (Elementary/Middle only), Graduation (High School only) and Parent/Teacher Conferences (K-5).

7.7.2 Professional Learning Communities (PLC)

The purpose of Professional Learning Communities shall be to provide for teacher collaboration around the common vision of improving teaching and student learning. Fidelity to the model requires the development of a common curriculum and common assessments. Sharing of assessment data is for the purpose of improving core instruction and designing and implementing effective and efficient systems of support. To that end, it is important that PLCs occur in an atmosphere of professional trust among both teachers and administrators.

Accordingly, evaluations shall be conducted per provisions of the Agreement and the California Education Code. Unit member rights are neither expanded nor diminished as the result of participation in PLC and in common assessments.

During each school year, unit members shall meet in Professional Learning Communities a maximum of thirty (30) total meetings of approximately one (1) hour each. Attendance at PLC meetings shall be punctual and consistent. Following each PLC meeting, a written summary of the meeting shall be provided to the site administrator in a timely fashion, as mutually agreed to by site administration and the site's PLCs. Site administration shall establish an accessible storage area where meeting summaries of the site's PLCs shall be filed and made available for unit member access.

The vitality and fidelity of the PLC process will be maintained through an annual review with certificated leadership and administration at each site by May 30 of each year.

### 7.7.3 Responsibilities Inclusive of the Professional Workday

- a) Attendance at staff meetings, department meetings, PLC meetings, and appointments shall be punctual and consistent.
- b) Expectations for student performance levels shall be clearly communicated to students prior to assignments and assessments.
- c) Effective communications with students, parents, and District personnel concerning individual student needs shall be continuously maintained. This includes timely responses to phone calls, emails, and written correspondence or requests as well as availability for individual student and/or parent conferences as appropriate. Electronic communications, including use of the District-adopted learning management system and/or student information system, shall be updated in a timely manner. Specific definitions of “timely” and “appropriate” shall be determined by the principal in consultation with the site staff and/or departments at the beginning of each school year.
- d) Evaluations of student work shall be reported to students in a timely manner, and when grade level appropriate, the online grading system shall be used to regularly communicate student performance. Each unit member will utilize and regularly update the District-adopted learning management system. Specific definitions of “timely” and “regularly” shall be determined by the principal in consultation with the site staff and/or departments at the beginning of each school year.
- e) Unit members will continue to participate in research, planning, design implementation, and providing feedback for 4CLE (4Cs Learning Environments), including participation in training, visitations, and application of 4CLE principles in classroom instruction. This process will be scheduled by the site administrator on a voluntary basis with unit members until all volunteers have participated, at which time all other unit members will be assigned to the implementation schedule.
- f) Unit members will continue to design and implement lessons and units inherent in implementing the California State Standards, recognizing the change in standards requires adaptation of curriculum design and classroom instruction.
- g) Elementary unit members shall be responsible for student supervision, as scheduled equitably among unit members at the school site.
- h) Adjunct duties shall be distributed equitably among all site unit members, with first consideration given to volunteers. Unit members shall be given as much advance notice as possible in adjunct duty assignments. See Appendix E for site specific examples of adjunct duties.

Adjunct duties are defined as participation and/or coordination of State, district, site-specific, and instructional initiatives and committees without additional pay.

#### 7.7.4 Mandated Training

Each unit member is required to participate in the mandated trainings as required by law or District annually within the first six weeks of the school year. The District will offer multiple opportunities within the unit member's contracted work day prior to the start of school for staff members to complete the training. Should a unit member not complete the training, the unit member will be required to complete the online training modules on a date and/or time that does not interfere with the student instructional day.

### 7.8 Substituting

7.8.1 Unit members shall not normally be required to substitute during their preparation periods except in the event of sudden illness, accident, emergency, or when substitutes are not available. However, if a unit member does provide substitute service during the unit members' conference/planning period, they will receive compensation calculated at the certificated instructional rate for the exact time they cover the class.

### 7.9 Minimum Days

7.9.1 The number of minimum days for each school year shall be identified on the school calendar.

### 7.10 Staff Development

7.10.1 Staff development shall be a combination of district-wide and site-based undertakings.

7.10.1.1 District-wide staff development shall be planned by the administration with input from unit members.

7.10.1.2 Site-based staff development shall be planned by the site principal in consultation with appropriate site staff representatives.

7.11 Unit members shall not be required to perform supervision at socially oriented activities such as athletic events, dances, performance, or concerts. The assumption of such supervision shall be voluntary.

### 7.12 District Days

The District shall provide eligible elementary unit members three district days annually (one per trimester) for completing elementary report cards. The District shall provide eligible secondary unit members with two days of release time for collaborative planning aligned to LCAP goals. An eligible elementary or secondary unit member is a teacher of record with a class roster or a teacher responsible for grade submission.

7.12.1 District days shall be on site or at another district location with approval of the immediate supervisor, but eligible unit members shall not be required to perform student contact services. Eligible unit members may not use a day adjacent to a holiday or vacation period for this purpose. Eligible unit members may opt out of district days and will be compensated at the substitute rate of pay within thirty (30) days of the end of the school year.

7.12.2 Eligible secondary unit members shall take district days as follows:

- Eligible secondary unit members shall schedule each district day as a department for collaborative planning as determined by department member(s).

- Eligible secondary unit members must use one of the two days before the end of the first semester.
- At the secondary level, the site administrator shall distribute a calendar posted to allow eligible unit members and departments to schedule their days prior to September 30 for first semester and February 15 for second semester.

## **ARTICLE 8. Class Size**

- 8.1** The maximum class size shall not exceed the following levels:
- |       |                   |    |
|-------|-------------------|----|
| 8.1.1 | Kindergarten, 1-3 | 25 |
| 8.1.2 | Grades 4 and 5    | 33 |
| 8.1.3 | Grades 6-8        | 34 |
| 8.1.4 | Grades 9-12       | 36 |
- 8.1.5 The District retains the right to waive the maximum in two classes at the middle school (not to exceed 38) and two classes at high school (not to exceed 38).
- 8.1.6 The maximum students rostered to a unit member at one time for high school teachers shall not exceed one hundred eighty (180) except those programs that are excluded in 8.3. Additional sections beyond a one hundred percent (100%) contract are excluded from this calculation.
- 8.2** Maximums may be exceeded by agreement of the individual unit member and approval of the Association.
- 8.3** Excluded from the computation of maximum class size are students and unit members for the following programs:
- 8.3.1 Physical Education
  - 8.3.2 Music
  - 8.3.3 Co-Teaching
  - 8.3.4 Special Education Classes
  - 8.3.5 Other similar situations
- 8.4** The maximum average class size at any site shall be 30:1. Excluded from the computation of averages are the classes noted above.
- 8.5** It is understood by the parties that at the secondary level, class size shall be computed by adding the number of students in all regular classroom sections (exclusive of those listed above and applicable class size reduction programs) and dividing by the number of classroom sections.
- 8.6** The site administration and staff will cooperatively develop the master schedule to meet the mutual interest of having balanced classes and meeting the academic and social-emotional needs of students, as best as possible, subject to the final approval of the principal.
- 8.7** Specialist services will be provided during this Agreement according to the following ratios:
- 8.7.1 District Nurse, 1:1,800
  - 8.7.2 Elementary School Counselor, 1:700
  - 8.7.3 Middle School Counselor, 1:450
  - 8.7.4 High School Counselor, 1:450
  - 8.7.5 The education specialist caseloads shall be staffed at an average of 20:1 per school site (the elementary SAI self-contained classes will not be included when calculating the elementary caseload average nor be eligible for salary points for the purpose of this article). Should the site caseload exceed this ratio, each education specialist at the school site will receive one salary point for each month the site is over the caseload average.

- 8.7.6 The average caseload for a speech and language specialist shall not exceed 55 cases. The maximum caseload for a speech and language specialist providing services exclusively to preschool students shall not exceed a count of 40.
- 8.8** The prescribed ratios stated above specify the minimum counselors to be employed. The District reserves the right to adjust these ratios in cases where a loss of finances occurs or a planned reduction or elimination of services becomes necessary.
- 8.9** Education specialists shall meet and confer with site and district administration to distribute caseloads and additional assessments equitably subject to the final approval of principal and/or director.
- 8.9.1 When possible, within the first four (4) weeks of the school year, students who do not currently attend the District (e.g., settlement cases and non-public schools) who have evaluations due that year will be shared with each school site responsible for that assessment.
- 8.10** The District shall make reasonable efforts to equitably distribute students with Individual Education Programs and students with Section 504 of the 1973 Rehabilitation Act Accommodation Plans among general education teachers with consideration given to previous assignments.
- 8.10.1 Administration shall meet, upon request, with affected unit members and/or grade level or departments to discuss equitable placement of students identified in 8.10.



## **ARTICLE 9. Transfer of Unit Members**

- 9.1** A transfer refers to any action, which results in the movement of a unit member from the position that the unit member holds to a position at another school site.
- 9.2** A re-assignment is defined as a change in grade level, subject, or assignment within a given school.
- 9.3** It is understood that all unit members are employees of the District and not a particular school. Every effort shall be made to make transfers and re-assignments voluntary whenever possible.
- 9.4** The District shall not make transfers or re-assignments arbitrarily, capriciously or for disciplinary reasons.
- 9.5** Transfers may occur as a result of a request either by an individual unit member or by the District. Transfers may be “voluntary” when the unit member agrees to the transfer or the transfer may be “involuntary” when the unit member is transferred without this consent.
- 9.6** Transfers shall be made and completed by July 15 of the new school year, recognizing that unexpected vacancies may necessitate additional reassignments.
- 9.7 Voluntary Transfer Procedure**
- 9.7.1** Procedures to be followed in the unit member-initialed request for voluntary transfer are:
- 9.7.1.1** A list of position vacancies within the District shall be published by the Personnel Office on May 1, or within five (5) days after vacancies occur. The list shall contain a closing date for submitting requests for transfer. For each position posted, the notice shall show: School subject area(s) and/or grade level. No assignment to fill the vacancies shall be made until after the closing date.
- 9.7.1.2** Unit members must request voluntary transfers by submitting a “Request for Transfer” form to the Personnel Office by March 15, or within ten (10) days of the date of posting the vacancy announcement. Such statement shall include the grade and/or subject to which the unit member desires to be transferred, in order of preferences.
- 9.7.1.3** Unit members within the District will receive first consideration for any vacancies for which unit members are qualified and a formal interview will be granted when requested by the unit member.
- 9.7.2** In making a recommendation to fill the vacancy, hiring personnel will consider the instructional needs, and individual qualifications, enrollment and seniority of the unit member.
- 9.7.3** A unit member making a voluntary transfer during the school year shall be granted, upon request, a minimum of one (1) day release time, without loss of compensation, to move and prepare for the new assignment.
- 9.7.4** If a transfer is not granted, upon request, written rationale for the denial will be made. If a unit member’s request for transfer has been denied, a renewed request for the next year shall be considered, unless there is no available position to which the unit member can be transferred or an adequate replacement for the unit member cannot be obtained.

## 9.8 Involuntary Transfer Procedure

- 9.8.1 When an involuntary transfer is necessary, the following criteria will be considered: seniority, credential, previous experience, instructional needs of the educational program.
- 9.8.2 Before any involuntary transfer is affected, the unit member must be advised, through personal notice by the principal initiating the request that an involuntary transfer is being recommended. The unit member shall be given the specific reasons in writing for said transfer within ten (10) days of notice by the principal unless otherwise requested by the unit member. Upon request, an opportunity shall be provided for the unit member to meet with the principal to discuss the proposed transfer.
- 9.8.3 A current list of the District's vacant positions shall be made available to each unit member being considered for an involuntary transfer. A unit member may indicate his preferences and reasonable effort shall be made to place the unit member in a position of his preference. If involuntarily transferred, the unit member shall be given special priority consideration for voluntary transfer during the next school year.
- 9.8.4 Notice of any proposed involuntary transfer shall be given the affected unit member as soon as possible, but no less than five (5) working days prior to the effective date of transfer.
- 9.8.5 A unit member making an involuntary transfer during the school year shall be granted, upon request, a minimum of two (2) days of release time without loss of compensation to move and prepare for the new assignment.
- 9.8.6 Notice of vacancies will be provided the Association within five (5) days after the vacancies occur. A list will be provided to the Association within ten (10) days indicating names of transferees and the positions to which the unit members have been assigned. When a vacancy is filled through involuntary transfers of unit members, the names of those individuals who filled the vacancy shall also be provided to the Association within ten (10) days.
- 9.8.7 When an involuntary transfer is made by the District, the affected unit member may request and shall be granted a conference with his principal and/or a district administrator and LaBUFA representative, to discuss the reasons for such action, prior to the effective date of the transfer. Also, within ten (10) days after the effective date of the transfer, the unit member may request, and within five (5) days of the request shall be furnished a written statement, signed by an administrator, setting forth the specific reason(s) for making the involuntary transfer.

## 9.9 Re-Assignment Procedure

- 9.9.1 The administration may reassign a certificated unit member within the same school, considering the following non-ranked criteria (listed alphabetically):
- Credential
  - Expertise
  - Prior Re-assignments
  - Seniority
  - Staff Preferences
  - Training or Special Qualifications

- 9.9.2 Before a re-assignment is made, the unit member must be advised, through personal notice by the principal initiating the request that a re-assignment is being recommended. The unit member shall be given the specific reasons in writing for re-assignment upon request by the unit member.
- 9.9.3 A unit member may indicate his preferences and reasonable effort shall be made to place the unit member in a position of his preference. If involuntarily re-assigned, the unit member shall be given special priority consideration for voluntary re-assignment during the next school year. Every effort will be made to prevent involuntary re-assignment of a unit member two years in a row.
- 9.9.4 Notice of any proposed re-assignment shall be given the affected unit member as soon as possible, but no less than five (5) working days prior to the effective date of re-assignment.
- 9.9.5 A unit member re-assigned during the school year shall be granted, upon request, a minimum of two (2) days of release time without loss of compensation to move and prepare for the new assignment.
- 9.9.6 When a re-assignment is made, the affected unit member may request and shall be granted a conference with his principal and/or a District administrator and LaBUFA representative, to discuss the reasons for such action, prior to the effective date of the re-assignment. Also, within ten (10) days after the effective date of the re-assignment, the unit member may request and shall be furnished a written statement within five (5) days of the request, signed by an administrator, setting forth the specific reason(s) for making the re-assignment.

## **ARTICLE 10. Part-Time Employment with Full Time Credit**

- 10.1** The Board of Education may grant on an individualized basis as they deem appropriate part-time employment with full retirement credit to unit members who have previously worked full-time. If such part-time employment with full retirement credit is granted, the minimum requirements that applicant must meet shall be as follows:
- 10.1.1 The unit member must have reached the age of 55.
  - 10.1.2 The unit member must have been employed full-time in a position requiring certification for at least 10 years of which the immediately preceding five years were full-time employment.
  - 10.1.3 The option of part-time employment must be exercised at the request of the unit member and can be revoked only with the mutual consent of the District and the unit member.
  - 10.1.4 The unit member shall be paid a salary which is a pro-rata share of the salary the unit member would be earning had the unit member not elected to exercise the option of part-time employment.
  - 10.1.5 The unit member shall receive fifty (50%) of their health benefits with fifty percent (50%) being borne by the unit member.
  - 10.1.6 The unit member and the District shall make the contribution required of full-time unit members of the State Teachers Retirement System. Such contributions shall be based on an amount that the unit member would be earning were the unit member employed full-time.
  - 10.1.7 The minimum part-time employment shall be the equivalent of fifty (50%) of full-time assignment of one-half (1/2) of the number of days of service required by the unit member's contract of employment during the unit member's final year of service in a full-time position.
  - 10.1.8 Such an agreement is limited to a period of five (5) years.
- 10.2** The provision of the above shall not preclude the Board of Education from entering into any other part-time employment contract for unit members of the District.

## **ARTICLE 11. Evaluation**

- 11.1** Evaluation of unit members shall be conducted according to the Education Code sections, which deal with certificated staff evaluation.
- 11.2** The evaluator shall work closely with the unit member in defining areas of responsibilities, establishing objectives, jointly monitoring progress, assessing performance, and conducting evaluation conferences.
- 11.3** Evaluation and assessment of the performance of each unit member shall be made on a continuing basis, at least once each school year for temporary and probationary unit members, and at least every other year for unit members with permanent status.
- 11.3.1 A unit member with permanent status who has been employed at least 10 years with the district may be evaluated every three (3) years if the unit member is highly qualified, occupies a position that is required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001 (20 U.S.C. Sec. 6301, et seq.), as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and unit member being evaluated agree. The unit member or the evaluator may withdraw consent at any time.
- 11.4** Evaluations shall be composed of interviews with the unit member as well as with personal observations by the immediate supervisor. Information which has not been observed or gained through these interviews shall not be included.
- 11.5 Formal Evaluation of Permanent Unit Members**

### **11.5.1 Schedule of Evaluation for Permanent Unit Members**

<b>Date of Last Evaluation</b>	<b>Next Evaluation for Permanent Unit Members in 11.3</b>	<b>Next Evaluation for Unit Members Eligible Under 11.3.1</b>
2021-2022	2023-2024	2024-2025
2022-2023	2024-2025	2025-2026
2023-2024	2025-2026	2026-2027
2024-2025	2026-2027	2027-2028

### **11.5.2 Goal-Setting**

Each year, prior to October 15, unit members will develop personalized goal(s) for the upcoming school year. Unit members due for formal evaluations should complete the first three sections of the Formal Unit Member Evaluation focused on goal-setting.

Prior to the reflective conversation meeting, the unit member may use the reflection resources in the appendix to assist in reflection and goal development.

For the unit members who aren't being formally evaluated, the annual goal setting form is to establish areas in which the unit member wishes to pursue professional growth and research in the classroom setting.

The unit member may revise their goal(s) at any point during the process. Should the evaluator identify areas of concern or specific areas of focus, the evaluator shall provide written notice to the unit member of the specific area(s) to be addressed in the evaluation process.

### **11.5.3 Reflective Conversation**

Prior to November 1, principals will meet with unit members regarding the goal(s). The purpose of the meeting is to have a reflective conversation regarding the unit member's goals, identify ways in which the evaluator will support the unit member, and in the event concerns exist, to identify additional areas of concern or focus.

The unit member will submit a copy to the evaluator no later than two days prior to the reflective conversation meeting. The evaluator will complete the unit member section of the goal-setting portion of the form to identify support offered to the unit member as well as identifying any additional areas of concern or focus.

While a unit member is not required to have a reflective conversation with the evaluator on a non-evaluation year, ongoing communication is ideal for continued growth. Ongoing reflective conversations with peers is expected.

### **11.5.4 Formal Observations**

Formal observations shall be at a mutually agreed-upon time, with every effort made by the evaluator to maintain the appointment. In the event of an unavoidable change, the evaluator would re-schedule with the evaluatee. Formal observations for permanent unit members shall be conducted by March 1.

Prior to the formal observation, the Observation Form will be completed by the unit member and submitted to the evaluator. The purpose of this step is to give the evaluator information regarding the focus of the observation, instructional strategies the unit member plans to employ during the lesson, context for the class or lesson, and the lesson's place in the larger unit of instruction. The Observation Form shall be submitted no later than two school days prior to the scheduled formal observation.

The evaluator will conduct one formal observation of the unit member. The formal observation takes place for a lesson mutually agreed upon by the evaluator and unit member. The evaluator uses the unit member's Observation Form to record comments and suggested areas of growth based on the lesson observed.

A conference between the unit member and the evaluator will be scheduled within one week of the evaluator's formal observation of the unit member's classroom. During this conference the evaluator and unit member will discuss the evaluator's observation of the classroom lesson and the unit member's reflection on the lesson the unit member delivered.

Any concerns on the part of the evaluator should be identified and addressed at this time and an additional observation can be scheduled through mutual agreement as appropriate.

### **11.5.5 Mid-Year Reflective Conversation**

Each year, between January 1 and February 28, principals will meet with unit members due for a mid-year progress discussion regarding the unit member's goal(s). The purpose of the meeting is to have a reflective conversation regarding the goals, any revisions made, and/or identify additional or different ways in which the evaluator will support the unit member, and in the event they exist, to identify additional areas of concern or focus. The date of this meeting is recorded on the Formal Evaluation Form.

#### **11.5.6 Self-Evaluation and Final Evaluation Meeting with the Evaluator**

After the formal observation, subsequent post-observation conference, and mid-year progress discussion are completed the evaluator and unit member will schedule a final evaluation conference. The formal evaluation should be scheduled between April 1 to May 15, unless the unit member has received a Performance Improvement Plan, in which case the formal evaluation should be held between May 1 and May 15. The unit member will complete the self-reflection portion of the Final Evaluation form. The evaluator will complete the remainder of the Final Evaluation form and review with the unit member. The evaluator is expected to focus on the unit member's focus area/goal(s), however, feedback and discussion may take place around any of the six CSTPs as proficiency in all of the standards is the goal of a professional educator. For temporary or probationary unit members, the evaluator shall evaluate all six CSTPs, the district's standard 7, in addition to progress on the focus areas.

The evaluator will consider the unit member's proficiency with the CSTPs. A unit member may make growth in their focus area, but may struggle with a particular CSTP or district standard 7. The evaluator shall provide notice to the unit member of any identified concern as quickly as possible after the concern has been identified, as well as support expectations to correct the concern. Should the unit member not demonstrate proficiency in all CSTPs by the final evaluation, the evaluator may refer the unit member to the Performance Improvement Plan process. Should the unit member choose to formally respond to the evaluation, the unit member may submit a written response that will be included with the evaluation.

#### **11.5.7 Performance Improvement Plan**

The need for a Performance Improvement Plan is determined by the evaluator and shall be reviewed with the teacher no later than March 1. Either the administrator or the teacher may request support from a mutually agreed upon peer teacher as part of the performance improvement process. Confidentiality shall be maintained among the administrator, teacher, and peer teacher. The role of the peer teacher is supportive, not evaluative. The administrator may allocate additional assignment hours at the certificated non-instructional rate of pay for the peer teacher. The administrator shall establish the approved number of hours at the commencement of the support. A teacher on a PIP shall receive the final evaluation conference between May 1 and May 15. The teacher will be formally evaluated using the standards-based evaluation process focused on the CSTPs and district standard 7. Progress toward the expectations set forth in the PIP shall be reviewed at each reflective conversation during the second evaluation year.

### **11.6 Formal Evaluation of Temporary and Probationary Teachers**

Formal evaluations of temporary and probationary unit members shall be conducted every year and shall focus on all six California Standards for the Teaching Profession (CSTP) plus the District-Adopted Standard Seven: Professional Expectations.

### **11.6.1 Goal-Setting**

Each year, prior to October 15, unit members will develop personalized goal(s) for the upcoming school year. Unit members due for formal evaluations should complete the first three sections of the Formal Unit Member Evaluation focused on goal-setting.

Prior to the reflective conversation meeting, the unit member may use the reflection resources in the appendix to assist in reflection and goal development.

For unit members who aren't being formally evaluated, the annual goal setting form is to establish areas in which the unit member wishes to pursue professional growth and research in the classroom setting.

The unit member may revise their goal(s) at any point during the process. Should the evaluator identify areas of concern or specific areas of focus, the evaluator shall provide written notice to the unit member of the specific area(s) to be addressed in the evaluation process.

### **11.6.2 Reflective Conversation**

Prior to November 1, principals will meet with unit members regarding the goal(s). The purpose of the meeting is to have a reflective conversation regarding the unit member's goals, identify ways in which the evaluator will support the unit member, and in the event they exist, to identify additional areas of concern or focus.

The unit member will submit a copy to the evaluator no later than two days prior to the reflective conversation meeting. The evaluator will complete their section of the goal-setting portion of the form to identify support offered to the unit member as well as identifying any additional areas of concern or focus.

### **11.6.3 Formal Observations**

Formal observations shall be at a mutually agreed-upon time, with every effort made by the evaluator to maintain the appointment. In the event of an unavoidable change, the evaluator would re-schedule with the evaluatee. Two formal observations for temporary and probationary unit members shall be conducted between November 15 and February 15, the first of which shall be conducted before winter break.

Prior to the formal observation, the Observation Form will be completed by the unit member and submitted to the evaluator. The purpose of this step is to give the evaluator information regarding the focus of the observation, instructional strategies the unit member plans to employ during the lesson, context for the class or lesson, and the lesson's place in the larger unit of



instruction. The Observation Form shall be submitted no later than two school days prior to the scheduled formal observation.

Formal observations take place for a lesson mutually agreed upon by the evaluator and unit member. The evaluator uses the unit member's Observation Form to record comments and suggested areas of growth based on the lesson observed.

A conference between the unit member and the evaluator will be scheduled within one week of the evaluator's formal observation of the unit member's classroom. During this conference the evaluator and unit member will discuss the evaluator's observation of the classroom lesson and the unit member's reflection on the lesson the unit member delivered.

Any concerns on the part of the evaluator should be identified and addressed at this time and an additional observation can be scheduled through mutual agreement as appropriate.

#### **11.6.4 Mid-Year Reflective Conversation**

Each year, between December 15 and January 15, principals will meet with unit members due for a mid-year progress discussion regarding the unit member's goal(s). The purpose of the meeting is to have a reflective conversation regarding the goals, any revisions made, and/or identify additional or different ways in which the evaluator will support the unit member, and in the event they exist, to identify additional areas of concern or focus. The date of this meeting is recorded on the Formal Evaluation Form.

#### **11.6.5 Self-Evaluation and Final Evaluation Meeting with the Evaluator**

After the formal observation, subsequent post-observation conference, and mid-year progress discussion are completed the evaluator and unit member will schedule a final evaluation conference. The formal evaluation should be scheduled between February 1 and February 28. The unit member will complete the self-reflection portion of the Final Evaluation form. The evaluator will complete the remainder of the Final Evaluation form and review with the unit member. The evaluator shall evaluate all six CSTPs, the district's standard 7, in addition to progress on the focus areas.

The evaluator will consider the unit member's proficiency with the CSTPs. A unit member may make growth in their focus area, but may struggle with a particular CSTP or district standard 7. The evaluator shall provide notice to the unit member of any identified concern as quickly as possible after the concern has been identified, as well as support expectations to correct the concern. Should the unit member not demonstrate proficiency in all CSTPs by the final evaluation, the evaluator may refer the unit member to the Performance Improvement Plan process.

Should the unit member choose to formally respond to the evaluation, the unit member may submit a written response that will be included with the evaluation.

#### **11.6.6 Performance Improvement Plan**

The need for a Performance Improvement Plan is determined by the evaluator by the final

evaluation meeting. Either the administrator or the unit member may request support from a mutually agreed upon peer unit member as part of the performance improvement process. Confidentiality shall be maintained among the administrator, unit member, and peer unit member. The role of the peer unit member is supportive, not evaluative. The administrator may allocate additional assignment hours at the certificated non-instructional rate of pay for the peer unit member. The administrator shall establish the approved number of hours at the commencement of the support. The PIP shall be reviewed with the unit member within two weeks after the final evaluation. The unit member will be formally evaluated the subsequent year using the evaluation process that is focused on the CSTPs and district standard 7. Progress toward the expectations set forth in the PIP shall be reviewed at each reflective conversation during the second evaluation year.

## **11.7 Personnel Files**

11.7.1 There will be a single personnel file for each unit member. Personnel files will be kept in a locked area at the central administrative office of the District.

11.7.2 Information of a derogatory nature will not be entered or filed unless and until the unit member is given advanced notice and an opportunity to review and comment. A unit member will have the right to enter, and have attached to any derogatory statement, their own comments. File review, and any preparation of comments in response to any material and/or statement, shall take place during normal business hours outside of instructional time, and the unit member shall be released from duty for this purpose without salary reduction.

**11.8** Any Formal or Informal Observation demonstrating failure to meet standards shall be discussed with the evaluatee as soon as possible, normally within seven (7) working days of the observation. Specific suggestions for improvement made by the evaluator shall be included. At least one subsequent formal observation shall be made to determine whether improvement has taken place, normally within twenty (20) working days of the observation deemed substandard performance.

**11.9** The evaluation and assessment of unit member performance shall not include the use of publishers' norms established by standardized tests.

**11.10** Any and all evaluations of a unit member shall be reduced to writing, signed and dated by the evaluator and the unit member in accordance with the deadlines specified in 11.5 and 11.6. The signature of the unit member shall not be taken to mean that the unit member agrees with the evaluation, but only that they received it and read it.

**11.11** If, for any reason, either party is dissatisfied with the evaluation, the Superintendent or designee should be notified in writing with a list of concerns attached.

**11.12** Evaluations shall include only information gathered during the current school year and may not include information from any previous years unless that information has been included in the preceding evaluation.

**11.13** Each evaluator must provide for immediate follow-up counseling for all formal evaluatees. The evaluator shall state in specific written terms areas of strengths and areas that could be improved.

- 11.14** Evaluations must reflect fairly the conditions under which the evaluatee is working.
- 11.15** The unit member shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the unit member's personnel file. Every unit member shall have the right to inspect the files relating to their evaluation, upon request, provided that the request is made at a time which will not interfere with the regular workday of the unit member.
- 11.16** Evaluations shall be based on the prescribed forms, on a pilot basis, subject to review as part of the pilot agreement. Forms are included in Appendix E of this Agreement.

## **ARTICLE 12. Leaves**

- 12.1** A unit member who is absent from work other than for those reasons expressed, or implied by the leave provisions of this Agreement, is taking an unauthorized leave. The unit member shall have deducted the daily rate of pay for those days used in violation of this Agreement and may be subject to disciplinary action.
- 12.2** The District shall be freed of any liability for the payment of any compensation or damages provided by law for the death or injury of any unit member when the death or injury occurs while the unit member is on leave.
- 12.3** The unit member's signature on the "Monthly Report of Certificated Employee Attendance" sheet shall serve as certification that the leave was used for the reasons described in this policy.
- 12.4** When unit members are going to be absent from duty, they shall follow the directions as supplied by the District Office each school year which states:
- Leave is deducted in three and a half (3.5) hour (AM or PM half days) or seven (7) hour increments (full day).
  - In unavoidable or in emergency situations when unit members are required to leave less than 30 minutes early, unit members will notify supervisors to arrange coverage. This leave will not be deducted from an employee's leave bank.
  - A unit member's absence in the absence management system needs to match the number of contracted hours (see 7.1.2), inclusive of preparation time, that the employee will be off campus.
- 12.5 Sick Leave**
- 12.5.1** Every full-time unit member shall be entitled to ten (10) days leave of absence for illness or injury without loss of compensation.
- 12.5.2** A unit member employed less than full-time shall be entitled to sick leave in the same ratio as full-time employment.
- 12.5.3** A unit member employed in a position for greater than ten (10) months, excluding summer school employees, shall receive one (1) day's leave of absence for illness or injury per contract month.
- 12.5.4** Pay for any day of such absence shall be the same as that which would have been received had the unit member worked during the day. Any unused sick leave credit may be used by the unit member for sick leave purposes, as defined, without loss of pay. Credit for sick leave need not be accrued prior to using it and may be used at any time during the school year.
- 12.5.5** If the unit member does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year-to-year in accordance with Education Code section 44978.

- 12.5.6 Accumulated sick leave may be transferred in accordance with Education Code Section 44979.
- 12.5.7 Certification from a doctor, or other licensed practitioner, of an illness may be required by the District in order for a unit member to qualify for sick leave pay, when the illness exceeds a six (6) day period.
- 12.5.8 If the unit member terminates employment and has used more sick leave than was earned, that unit member's final salary warrant shall be reduced by a day's pay for each day used, but not earned, of sick leave.
- 12.5.9 The District shall provide each unit member with a written statement of their accrued sick leave and entitlement for the school year on a monthly basis.
- 12.5.10 When an employee exhausts all of their sick time and does not qualify for extended illness leave, any future unrelated personal illness absences will be paid at the differential rate with proof of a doctor's note. Any other absences will be marked as unpaid leave.

## **12.6 Extended Illness Leave**

- 12.6.1 If a unit member has utilized all accumulated sick leave and remains absent from duties on account of illness or accident for a period of five (5) school months or less, the amount deducted from the unit member's monthly salary shall not exceed the district's long term substitute rate of pay during the unit member's absence or, if no substitute was employed, the amount that would have been paid to a substitute. The District shall make every reasonable effort to secure the services of a substitute employee if it is deemed necessary.
- 12.6.2 Sick leave, including accumulated sick leave, and the five-month period provided by this extended illness leave, shall run consecutively.
- 12.6.3 A unit member shall not be provided more than one five-month extended period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

## **12.7 Family Illness Leave (AB 109)**

- 12.7.1 In any calendar year, a unit member may use up to the amount of sick leave equivalent to the amount that the unit member would accrue during six (6) months of employment in order to attend to an ill child, parent or spouse of the unit member. "Child" or "parent" shall include biological, foster, adoptive, or step relationships, as well as the relationship of legal guardian/ward and in loco parentis. The District may require the same types of illness verification for the family member as for any unit member absence.

## **12.8 Personal Necessity Leave**

- 12.8.1 Of the 10 days of sick leave earned annually, a unit member may elect to use up to eight (8) days of accrued sick leave per year in cases of personal necessity. Any of the eight (8) days may be used for reasons of compelling personal importance which cannot reasonably be expected to be taken care of outside the regular workday. However, in no case shall this leave be used for recreational purposes or an extension of District holidays or vacations, without advance approval of immediate supervisor.

- 12.8.2 In the event that a unit member wishes to utilize personal necessity leave for educational related activities, e.g., conferences, workshops, visitation, etc., the unit member shall notify the immediate supervisor and request a substitute.
- 12.8.3 The unit member shall not be required to state the specific reasons that necessitate use of the personal necessity leave and shall not be required to secure advance permission to utilize the provisions of this section, except in cases of personal necessity taken adjacent to District holidays or vacations.
- 12.8.4 In cases of personal necessity taken adjacent to District holidays or vacations, the District may require reasonable verification that the unit member has met the Agreement definition of personal necessity as specified in 12.8.1. Should it be determined that the personal necessity use did not meet the Agreement definition of personal necessity as specified in 12.8.1, the personal necessity days shall be charged as miscellaneous leaves without pay as defined in 12.12 – Miscellaneous Leave Without Pay.
- 12.8.5 The annual designation of personal necessity leave as described in 12.8.1 is not cumulative from year to year. Unused days of sick leave shall be accumulated from year to year without limitation, as specified in Education Code 44978.

## **12.9 Bereavement Leave**

- 12.9.1 All unit members are entitled to a leave of absence, not to exceed three (3) days, or five (5) days, if more than 200 miles of travel is required on account of the death of any member of the immediate family.
- 12.9.2 Members of the immediate family, as used in this policy, means children, step-children, mother, father, step-parents, parents-in-law, grandmother, grandfather, or grandchild of the unit member or of the spouse or domestic partner of the unit member, and the spouse or domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of unit member or domestic partner, or any relative living in the immediate household of the unit member.
- 12.9.3 The Superintendent may waive the immediate family definition if, in the Superintendent's opinion, it is warranted by extenuating circumstances. This leave shall not be deducted from sick leave.
- 12.9.4 Any additional days requested beyond those provided by this policy must be handled through the provisions of the Personal Necessity Leave Policy.
- 12.9.5 The unit member shall be required to use the days provided in this policy prior to utilizing the benefits included in the Personal Necessity Leave Policy

## **12.10 Industrial Accident and Illness Leave**

- 12.10.1 Any unit member upon the first day of service shall be entitled to an industrial accident or industrial illness leave of absence, for not less than sixty (60) working days in any one fiscal year for the same accident.

- 12.10.2 The unit member shall report an industrial accident or illness to their immediate supervisor as soon as possible and no later than five (5) working days after the accident. The supervisor shall advise the unit member to report the accident to the District Business Office.
- 12.10.3 A unit member who is absent from their duties because of an industrial accident, or industrial illness, shall file with the District Business Office, within thirty (30) days of the date of such accident or illness, an absence verification form signed by his supervisor, and signed or accompanied by a statement from a licensed physician affirming that the industrial injury or illness does exist.
- 12.10.4 An industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence. When such leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same injury or illness.
- 12.10.5 A unit member absent from duty as a result of any industrial accident or illness shall be paid the salary due him or her for any month in which the absence occurs. The unit member will endorse to the District, for this period, his temporary disability indemnity, i.e., salary or check from State Compensation Insurance only.
- 12.10.6 Upon termination of the industrial accident and illness leave, a unit member shall be entitled to other benefits provided in this Agreement, and for the purpose of this section, absence shall be deemed to have commenced on the date of termination of the industrial accident leave.
- 12.10.7 Provided the unit member continues to receive temporary disability indemnity from State Compensation Insurance, the unit member is entitled to use as much of their accumulated sick leave which when added to their temporary disability indemnity, will result in a payment to the unit member of not more than the unit member's full salary.
- 12.10.8 Allowable industrial accident or illness leave shall not be accumulated from year-to-year.
- 12.10.9 When a dispute arises regarding an industrial accident or illness, no leave shall be granted until a determination has been made regarding the case by the State Compensation office or the Appeals Board. While this Dispute is pending, sick leave and/or extended illness benefits shall be provided by the District. If the award is granted in favor of the unit member, the industrial accident leave shall be retroactive to the date the first sick day was taken as a result of the industrial accident or illness and the unit member will be credited with any loss in sick leave, salary and/or benefits used in place of industrial accident leave while the dispute was pending.
- 12.10.10 The District may require that a unit member secure release from a District designated physician before being permitted to return to their assignment.

## **12.11 Leave of Absence**

- 12.11.1 A leave of absence for a maximum of one school year without pay may be granted to unit members for any reason deemed acceptable by the Board. In extenuating circumstances, leaves may be extended for one year by the Board. Personal leaves of absence should be submitted to Human Resources by March 1 to be considered by the subsequent school year.

- 12.11.2 The Board is not required by this section to grant requests for leaves of absence. However, should the Board grant a leave of absence to a unit member, such action shall not obligate the Board to grant a subsequent request for leave of absence to any other unit member.
- 12.11.3 Any unit member granted such leave shall not be paid a salary by the District nor shall the leave count toward salary schedule advancement. The unit member shall have the option of continuing the health and welfare benefits upon their payment of the premiums.
- 12.11.4 Unless the unit member otherwise agrees, they shall be reinstated in the same or equivalent position held at the time of the Board granting the Leave of Absence. (Refer to Miscellaneous Leave Without Pay).
- 12.11.5 A unit member, while on leave of absence, may not accept other gainful employment with another employer in a field related to their current position within LBUSD unless approved by the Superintendent or their designee due to extenuating circumstances.

## **12.12 Miscellaneous Leave Without Pay**

- 12.12.1 A unit member shall be provided leave, without pay, in those situations which do not comply with the provision and/or conditions indicated in other policies in this Article.
- 12.12.2 This leave is limited to three (3) days with notification to the immediate supervisor or up to three (3) weeks with approval of the immediate supervisor. For longer periods of time refer to the Leave of Absence section.

## **12.13 Pregnancy Disability Leave**

- 12.13.1 The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to unit members on the same terms and conditions governing leaves of absence for all other illness or medical disabilities.
- 12.13.2 Unit members who must be absent from duty because of disability as a result of pregnancy or convalescence following childbirth or miscarriage are eligible for pregnancy disability leave which shall be taken from accrued sick leave.
- 12.13.3 Accrued sick leave benefits will commence upon certification by a physician or other licensed health advisor that the unit member is disabled because of pregnancy or convalescence from childbirth or miscarriage. If in the opinion of the District, the unit member is unable to perform her duties, the District may require at District expense, a verification of ability to perform duties.
- 12.13.4 The District shall not refuse to do any of the following because of a unit member's pregnancy:
  - a. hire or employ;
  - b. select the unit member for a training program leading to employment, reassignments or promotion;
  - c. shall not ban or discharge the unit member from employment;
  - d. shall not bar from training program leading to employment, reassignment, or promotion;
  - e. discriminate against the unit member in compensation or in terms, conditions, or privileges of employment.

- 12.13.5 Beginning with the date of disability, the unit member shall be placed on long-term illness absence during which the unit member can use all sick leave benefits due. A substitute will be employed as a replacement.
- 12.13.6 Such accumulated personal illness/injury benefits shall continue until the attending physician or other licensed health advisor certifies that the unit member is able to return to service following delivery or miscarriage.
- 12.13.7 Unit members wishing not to return to duty following termination of the disability may request and shall be granted a leave of absence pursuant to this Agreement.
- 12.13.8 In the event of stillbirth or miscarriage, the unit member desiring to terminate the leave shall be reinstated in the same or equivalent position held at the time of the Board granting the leave.
- 12.13.9 Advancement on the salary schedule shall be based upon the date of commencement of the leave of absence. The unit member will be granted a full salary step if the unit member works more than ninety (90) teaching days. Working ninety (90) days or less shall result in no advancement on the salary schedule.

#### **12.14 Family Medical Leave Act/California Family Rights Act**

- 12.14.1 The District will grant unpaid family and medical leave to eligible unit members in accordance with the provisions of the Federal Family and Medical Leave Act of 1993 (FMLA). In accordance with FMLA, the District will grant up to twelve (12) work weeks of unpaid family and medical leave with continuation of existing District-paid health and welfare benefits to eligible unit members for the birth, adoption, or foster care placement of a child with the unit member, or for care of the unit member, unit member's child, spouse, designated person, or parent with a serious health condition. A unit member is eligible for this leave if the unit member has worked for the District for a total of at least twelve (12) months and has worked at least one thousand two hundred fifty (1,250) hours over the previous twelve (12) months.
- 12.14.2 For purposes of this article, "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family member relationship. Employees are limited to one (1) Family Care and Medical Leave of absence for a designated person per 12-month period.
- 12.14.3 Except for disability leave on account of pregnancy, childbirth or related medical conditions, FMLA runs concurrently with any paid leave for which the unit member is eligible, including sick leave.
- 12.14.4 Unit members are required to provide at least thirty (30) days advance written notice to the Human Resources office if the need for unpaid family leave is foreseeable. If the thirty (30) days advance written notice is not possible, then notice shall be provided as soon as practicable. Any family leave request will be processed in accordance with the applicable provisions of state and federal law.
- 12.14.5 A unit member who qualifies for paid parental leave under CFRA who continues to be absent from his or her duties on account of maternity or paternity leave for a period of up to 12 school weeks shall be eligible for substitute differential pay, provided the unit member has worked for the district for at least 12 months.



## **12.15 District Business Leave**

A unit member shall be provided leave, without loss of compensation, when requested to represent the District at conference(s), workshop(s), committees, or to serve as a witness in response to a subpoena duly served in District related court action(s) and/or other District related activities.

## **12.16 Jury Duty Leave**

- 12.16.1 When called for jury duty, unit members will be granted a leave of absence to serve as provided by the law. Upon notification of jury duty, it is the obligation of the unit member to immediately inform their supervisor.
- 12.16.2 For court assignment for jury duty no deduction of pay will be made; however, the stipend earned in this duty will be assigned to the District.

## **12.17 Legislative Leave**

Legislative leave will be granted to those eligible as stated in section 44801 of the Education Code.

## **12.18 Military Leave**

- 12.18.1 A leave of absence shall be granted to all unit members for the duration of military service, subject only to presentation of satisfactory evidence of physical and mental fitness to serve the District on return from military service.
- 12.18.2 Such absence shall not affect in any way the classification of the unit member. Within six (6) months after the honorable separation of the unit member from the Armed Forces of the United States, the unit member shall be entitled to return to the position held, or a similar position held at the time of entrance into such military service at the salary to which the unit member would have been entitled had the unit member continued in the service of the District.
- 12.18.3 The District shall make payments to the State Teachers Retirement System for the unit member during the period of military service. Unit members who have worked one (1) school year or more shall receive up to one (1) month's pay after the last working day.

## **12.19 Sabbatical Leave**

- 12.19.1 A sabbatical leave, not to exceed one year, may be granted to qualified unit members by the Board of Education for the purpose of permitting study or travel which will meet and/or enhance the achievement of goals that benefit the pupils, schools, and employees of the District. Sabbatical leave for study in residence at a university or college should include taking the minimum of units that would qualify the applicant as a full-time student.
- 12.19.2 Sabbatical leave for the purpose of travel shall include a program that incorporates a plan of study or research in an area related to the unit member's certification. The program that the unit member intends to follow while on leave should also include a proposed itinerary and a statement concerning the proposed objectives of the travel.

- 12.19.3 A study on a research project may be substituted for the unit requirements of the in-residence study, if approved in advance by the unit member's principal and the Superintendent.
- 12.19.4 A sabbatical leave must be completed during a single school year.
- 12.19.5 Any unit member who has rendered a service to the District for at least seven (7) consecutive years may apply for either a one or two trimester, or one year sabbatical leave. Qualifying service shall be construed as 75% of the teaching days for each school year, except that year in which the unit member has rendered some service but has failed to serve 75% of the teaching days shall not be counted as an interruption of the seven (7) consecutive year period. After a unit member has had a sabbatical leave, an additional seven (7) years must be served before becoming eligible for another sabbatical leave
- 12.19.6 In any school year, the Board may grant those sabbaticals that the Board believes will best serve the educational programs of the District.
- 12.19.7 Applications for the year's leave to begin September must be submitted to the Superintendent by February 1. The Superintendent will forward the applications to the Sabbatical Leave Committee as outlined in Section 12.17.8. The Sabbatical Leave Committee will review all qualifying applications and forward them with the designations to the Superintendent and the Board by March 1. Notification by the Board to all applicants will be made on or before April 15.
- 12.19.8 The Board shall consider the recommendations made by the Sabbatical Leave Committee. Each member of the Sabbatical Leave Committee shall evaluate the applications using the following designations: "Highly recommended," "Recommended," or "Not Recommended." A tally of these designations will be submitted to the Superintendent and Board for their consideration. This committee shall be composed of:
- a. Two administrators appointed by the Superintendent;
  - b. Two unit members selected by the Association on a voluntary basis; and
  - c. One member as mutually agreed upon by teachers and administrators who serve on the panel.
- 12.19.9 The Sabbatical Leave Committee shall meet as necessary to develop more detailed criteria for sabbatical approval and applications guidelines.
- 12.19.10 The Committee shall review all qualifying applications and forward them with the designations to the Superintendent and the Board. The School Board, in making its decision, will consider the scale rankings submitted by the Sabbatical Leave Committee in conjunction with their review of the quality of the proposal presented as it related to the goals and needs of the District.
- 12.19.11 A unit member who has been granted a Sabbatical Leave may request that the leave be cancelled and be returned to District service. Such a request may be granted prior to the effective date of leave, or at a semester break during the leave, providing that a vacancy exists for which the unit member qualifies.
- 12.19.12 The unit member granted such a leave shall receive fifty percent (50%) of his regular salary. The unit member shall have the option of continuing the health and welfare benefits upon the unit member's payment of the premiums. The unit member on leave may elect to be paid in one of three ways:

- a. The salary for the unit member granted a leave for less than one year may be paid during the first year of service rendered following the return of the unit member from the leave of absence.
- b. The salary of the unit member granted a leave for a period of one year may be paid in two equal annual installments during the first two years of service following the return of the unit member.
- c. The salary may be paid in the same manner as if the unit member were teaching in the District upon furnishing a suitable bond indemnifying the Board against loss in the event the unit member fails to render at least a period equal to twice the period of leave following return from leave. The Board has the prerogative to waive this requirement.

12.19.13 Sabbatical leave shall be considered as time in District for schedule purposes and for retirement purposes. Retirement deductions shall be made in proportion to the salary received.

12.19.14 Upon completion of the leave and within forty-five (45) days of the unit member's return to duty, the unit member shall submit one of the following to the Superintendent:

- a. An official transcript showing all courses completed and/or degrees earned.
- b. A written report of study in a special problem or research study.
- c. A written report setting forth the unit member's reactions to the trip taken, and a statement of the benefits derived from it.
- d. This final report will be presented to the Board of Education outlining how this project has met the needs and goals for the District, including an action plan reflecting how their experiences will impact the instructional program.

12.19.15 The unit member shall agree to return to service in the District for a period equal to twice the period of leave.

12.19.16 If it should be determined by the Sabbatical Leave Committee that the intent of the Sabbatical Leave was not fulfilled, the District may take action to recover the District's incurred cost. Failure to provide the required report at the conclusion of the Sabbatical Leave is considered to be a failure to fulfill a condition of the leave.

12.19.17 Unless otherwise agreed, the unit member shall be reinstated in the same or equivalent position held at the time of the Board granting the Sabbatical Leave of Absence.

## **12.20 Job Shares**

12.20.1 Two tenured unit members currently employed by the District, with the approval of the principal, may share one position for a minimum of one year, provided the Superintendent determines each year this is in the best interest of the District. Job Shares shall not normally be approved for more than two consecutive years from the effective date of this section. In the event that a second-year probationary employee requests a job share for the following year in which the unit member anticipates achieving permanent status, and meets all other criteria specified in Article contingent approval may be granted, provided the unit member

achieves permanent status for the following school year. Should the unit member not receive permanent status, the request will be denied on that basis and the unit members making the request shall be notified of such in writing.

- 12.20.2 The total number of Job Share partnerships will not exceed 10% of the number of positions per site. Job Shares shall not normally be for more than two consecutive years from the effective date of this provision. In the event that there are fewer Job Share applications than permitted by this section for a new year, any current partnership may continue in accord with this article's provisions.
- 12.20.3 Unit members entering into a Job Share shall be considered to be full-time entering into a partial leave of absence. As a result, they retain all rights to regain full-time employment enjoyed by any employee on a leave of absence.
- 12.20.4 The unit members requesting the Job Share shall jointly submit a written request to the District Office specifying the number of days for which the leave is requested, the inclusive dates, and the reasons for which the leave is requested. Except in cases of extreme and verifiable emergency, requests for Job Shares for a school year must be made by March 1 of the preceding year.
- 12.20.5 Requests for Job Shares must include the following:
  - 12.20.5.1 verification of satisfactory teaching evaluations for the prior two years;
  - 12.20.5.2 method(s) to be used to maintain curriculum continuity, parent communication, and professional responsibilities;
  - 12.20.5.3 agreements that partnership teachers will make best efforts to trade days to cover short- and long-term partner absences;
  - 12.20.5.4 process(es) to be used to remain current in terms of responsibilities when staff meetings cannot be attended and to remain current in terms of individual and collective students;
  - 12.20.5.5 approval of supervising principal.
- 12.20.6 Salary and benefits shall be prorated according to the percentage of the Job Share with the employee being responsible for paying for the remaining prorated premium cost. In no event shall the total amount of health and welfare benefits for the Job Shares exceed the amount the District would have paid if the position had not been shared. An employee may waive their benefit entitlement; however, waived benefits are not transferable.
- 12.20.7 Each job share unit member shall accumulate time from year to year for the purpose of a salary schedule experience increment until completion of an equivalent of at least 75% of a one-year full-time assignment.
- 12.20.8 Whenever possible the unit member returning from a Job Share shall be assigned to their original school.
- 12.20.9 A unit member returning to full-time employment shall be placed in the available grade level and position determined by the site principal.
- 12.20.10 A unit member who has been granted a Job Share shall return to full-time employment no earlier than the first work day following the last date of leave specified in the written request.

12.20.11 Investigation of employment alternatives, either in an equivalent position or a new occupation is not an acceptable reason for a Job Share.

## **ARTICLE 13. Complaints Against Unit Members**

### **13.1 Written Complaints**

13.1.1 Any formal written complaint filed by a citizen or parent or unit member shall be reported to the unit member identified in the complaint within five (5) working days of its receipt.

13.1.2 Either the unit member identified in the complaint or the District may initiate an investigation.

### **13.2 Serious Complaints Warranting Investigation**

13.2.1 Any complaint considered to be of a sufficiently serious nature to warrant an investigation must be reported to the unit member within five (5) days of initiation of that investigation.

13.2.2 No derogatory information based upon a complaint may be placed in the unit member's personnel file unless it has been fully investigated and substantiated.

### **13.3 Investigation**

13.3.1 The investigation shall include collection of information from the unit member and the complainant and a reasonable effort to collect any related documentation and interview appropriate witnesses.

13.3.2 The unit member may request that the immediate supervisor attempt to schedule a meeting between the unit member, the complainant, and the immediate supervisor. At the request of the unit member, an Association representative may be present. Such a meeting may also be requested by the immediate supervisor.

### **13.4 Investigation with Complainant Resolution**

13.4.1 If the matter is resolved at the meeting to the satisfaction of the unit member and the complainant, and there has been a determination that there have been no serious and/or recurring violations of rules, regulations, policies, or laws, no further steps will be taken.

### **13.5 Investigation without Complainant Resolution**

13.5.1 If the immediate supervisor determines that the complaint is completely false and/or based on hearsay and there is no substantiation, the matter shall be dropped. The complaint shall neither be placed in the unit member's personnel file nor used in any evaluation or disciplinary action against the unit member.

13.5.2 If the immediate supervisor determines that the complaint has been substantiated, they shall counsel with the unit member and attempt resolution with the complainant while concurrently supporting the unit member to the greatest degree possible.

### **13.6 Disposition**

13.6.1 Complaints, which are shown to be false or are not fully investigated and substantiated, shall neither be placed in the unit member's personnel file nor used in any evaluation or disciplinary action against the unit member.

13.6.2 Any complaint which is fully investigated and substantiated as having involved serious and/or recurring violations of rules, regulations or policies may be placed in the unit member's personnel file, except such material will not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment. A unit member will have the right to enter,

and have attached to any such derogatory statement, their own comments thereon. Such review, and any preparation of comments in response to the material and/or statement, will take place during normal business hours outside of normal instructional time, and the unit member will be released from duty for the purpose without salary reduction.

### **13.7 Confidentiality**

- 13.7.1 All information or proceedings regarding any complaint shall be kept confidential by the District, shared only on a need to know basis.
- 13.7.2 All information or proceedings regarding the handling of any complaint shall be kept confidential by the unit member, shared only on a need to know basis.

## **ARTICLE 14. Professional Courtesy**

(Concerns by Unit Members Regarding Supervisors or Other District Employees)

### **14.1 Informal Level**

- 14.1.1 A unit member who has a concern regarding an action by a District supervisor or other District employee (unit member or classified) shall, as a matter of professional courtesy, first address such a concern with the individual employee who shall respond as soon as practicable by discussing the matter with the unit member, seeking a mutually acceptable solution.
- 14.1.2 Such an attempt at resolution shall normally take place within ten (10) working days of the issue giving rise to the concern or employee awareness of the issue giving rise to the concern.

### **14.2 Assistance by Immediate Supervisor**

- 14.2.1 In the event there is a no mutually acceptable solution or if the unit member feels the matter is of such a nature that direct discussion would be inadvisable, the unit member may refer the problem to the employee's immediate supervisor.
- 14.2.2 The supervisor shall meet with the employee against whom the concern has been raised, become thoroughly familiar with the issue, and shall seek a mutually acceptable solution.
- 14.2.3 If the concern is regarding an action by the immediate supervisor of the unit member or a higher level administrator, the unit member may request that an Association representative be present.

### **14.3 Assistance by the Superintendent**

- 14.3.1 In the event resolution of the problem is not achieved at the immediate supervisor level, the unit member may request, in writing, a meeting with the Superintendent. The request should include:
  - 14.3.1.1 The specific nature of the concern and a brief statement of the facts giving rise to it.
  - 14.3.1.2 The nature and extent of the adverse effect of the situation giving rise to the concern.
  - 14.3.1.3 A brief summary of the results of prior meetings, the specific action, which the unit member wishes taken, and the reasons why it is felt that such action should be taken.

### **14.4 Investigation with Resolution**

- 14.4.1 If the matter is resolved at the meeting to the satisfaction of the unit member and there has been a determination that there have been no serious and/or recurring violations of rules, regulations, policies, or laws, no further steps will be taken.
- 14.4.2 Once the issue is resolved, the unit member will make every effort to resume a professional relationship absent further references to the problem unless it recurs.

### **14.5 Investigation without Complainant Resolution**

- 14.5.1 If the matter is unresolved and the concern is regarding actions by another unit member in the bargaining unit, the unit member with the concern may pursue steps in Article 13.
- 14.5.2 If the matter is unresolved and the concern is regarding actions by another employee outside the bargaining unit, the unit member should contact their Association representative.



## **14.6 Confidentiality**

- 14.6.1 All information or proceedings regarding any concern shall be kept confidential by the District and the unit member, shared only on a need-to-know basis.
- 14.6.2 All information or proceedings regarding the handling of any concern shall be kept confidential by the unit member, shared only on a need-to-know basis.

## **ARTICLE 15. Joint Fiscal Management Meeting**

### **15.1 Purpose**

15.1 In order to facilitate negotiations and as part of the negotiating process, a Joint Fiscal Management Committee shall be established to review information regarding the fiscal status of the District and to provide ongoing assistance and input regarding the fiscal well-being and long-term financial integrity of the District.

15.1.1 A Joint Fiscal Management Committee shall be established to review information regarding the fiscal status of the District and to provide ongoing assistance and input regarding the fiscal well-being and long-term financial integrity of the District.

15.1.2 The Committee's scope shall include but not be limited to:

- Participation in the development of the District's annual budget
- Monitoring budgeted income and expenditures
- Identifying additional or decreased income

### **15.2 Membership**

15.2.1 The official membership shall be composed of the following:

The President of LaBUFA or a designee  
Two at-large members of LaBUFA  
The president of CSEA or a designee  
Two at-large members of CSEA  
One member of the Governing Board  
The Superintendent or designee  
The Chief Business Official

15.2.2 The Joint Fiscal Management Committee shall be responsible for keeping the negotiating teams of the District and the Associations apprised of the fiscal health of the District.

15.2.3 Other members may be invited by a majority vote of the official membership.

### **15.3 Meetings**

15.3.1 The Committee shall meet monthly unless otherwise determined by a majority of the Committee.

15.3.2 The Board and the Association shall each appoint a co-chairperson to facilitate the meetings.

## **ARTICLE 16. Safety**

- 16.1** The District shall provide safe working conditions, facilities, and equipment, repairs and modifications, and other practices designed to insure compliance with applicable standards of the California Occupational Safety and Health Act and the provisions of the District Fire and Liability Insurance Programs.

## **ARTICLE 17. School Calendar**

- 17.1** The calendar will include 187 days of duty for teachers and speech language pathologists. There shall be 180 days of instruction and seven (7) days for non-instructional purposes. One (1) of the preparation days are to be scheduled at the discretion of the unit member and completed no later than June 30<sup>th</sup> of each school year, as verified by the unit member's site administrator. The other six (6) non-instructional days shall be allocated as follows:
- 17.1.1. Two (2) days to include a staff meeting and preparation time prior to the start of the school year.
  - 17.1.2. One (1) day for professional development scheduled by the District administration prior to the start of the school year.
  - 17.1.3. One (1) day for elementary professional development and secondary grading day scheduled by the District administration during a mid-year non-student day.
  - 17.1.4. One (1) day for professional development scheduled by the district administration during a spring non-student day.
  - 17.1.5. One (1) day for preparation and check-out after students are released in June.
- 17.2** The calendar will include 197 days of duty for counselors, digital media specialists, student support specialists and nurses. The calendar will include 211 days of duty for coordinators.
- 17.3** Minimum days will be scheduled for Back-to-School night, Open House night, and Elementary conferences.
- 17.4** A Calendar Advisory Committee, composed of three (3) representatives appointed by LaBUFA, one (1) CSEA representative, and three (3) representatives appointed by the District, shall meet annually to provide a recommendation for a student calendar two (2) years out to the School Board for final approval.

## **ARTICLE 18. Salary Schedule**

- 18.1** The single salary schedule provides that unit members having the same experience and training shall receive the same salary regardless of the segment of the system to which the unit member may be assigned. The compensation of unit members will be governed by this salary schedule, and rules and regulations and decisions of the Board of Education, and the Education Code of the State of California.
- 18.2** Placement on this salary schedule shall be determined by training, experience, and special assignments. Beginning with the 2017-18 school year, the District may grant up to five (5) years of experience credit for initial placement of new hires on the certificated salary schedule. Unit members hired prior to the 2017-18 school year, who have additional years of verified teaching experience prior to hire for which the unit member has not received credit, shall accelerate one additional step on the salary schedule each year until they reach the five (5) years of initial salary placement the unit member would have received upon initial hire. This provision is not retroactive.
- 18.3** The basis of the salary schedule is a point system. The value of \$260.05 shall be awarded for school year 2024-2025 (refer to Appendix A). On the 197 work year with Thirty-Five Hours Onsite Per Week Salary Schedule (refer to Appendix A), the value of \$274.12 shall be awarded for school year 2024-2025. On the 197 Workday with Forty Hours Onsite Per Week Salary Schedule (refer to Appendix A), the value of \$313.28 shall be awarded for school year 2024-2025. On the Coordinator Salary Schedule (refer to Appendix A), the value of \$335.37 shall be awarded for school year 2024-2025. An additional five points will be added to a unit member's salary after completion of 16 years of service and an additional 20 points will be added after completion of 23 years of service.
- 18.3.1** An additional \$2,500 will be added to a unit member's salary upon completion of National Teacher Board Certification, National Counselor Board Certification, Licensed Clinical Social Worker, or Certification of Clinical Competence. When earned mid-year, the amount shall be pro-rated.
- 18.4** In the event a unit member is required to work more than the number of regular contractual days, excluding work covered by 18.6, the unit member shall receive compensation at the regular daily rate of pay based on the number of hours worked. Assessments for special education students outside of the work year is an example of work covered by this section.
- 18.5** In cases where a unit member's monthly paycheck is less than the amount due, the Business Office will issue the difference in the form of a revolving cash check within twenty-four (24) hours. When an overpayment occurs, the Business Office will notify the unit member of the overpayment, and the unit member will have 30 day(s) to provide a response before the Business Office commences recoupment actions. If the unit member submits a response prior to the next pay period, the District will consider the response and determine whether recoupment is appropriate. If the unit member does not respond within 30 day(s), the unit member has no objection to recoupment, or if the District otherwise determines recoupment is appropriate, the Business Office will make the appropriate adjustment through a payroll deduction covering at least the same number of pay periods in which the error occurred. Payroll deductions shall not exceed 25 percent of the unit member's net disposable earnings for each payroll amount.
- 18.6** Direct student hourly instruction rate of pay shall be \$60.22 per hour (includes grading of student work not on the teacher's roster) and other district-approved work performed by a bargaining unit member on a voluntary basis shall be paid at an hourly rate of \$52.70.

Summer School pay shall be as follows:

<u>Years of LBUSD Experience</u>	<u>Hourly Rate</u>
1-5	\$60.22
6-15	\$67.75
16-21+	\$75.31

These hourly rates of pay shall be increased each school year by the same percentage increase as is applied to the Certificated Unit Member Salary Schedule.

- 18.7** Extra Duty Stipend List – These stipends shall be increased each school year by the same percentage increase as is applied to the Certificated Unit Member Salary Schedule unless waived by mutual agreement between the District and the Association.
- 18.8** Stipends shall be provided to individual unit members performing additional duties as specified in Appendix C.
- 18.9** Step advancement on the salary schedule occurs once the unit member works at least seventy-five (75%) of the work year. See Article 12.13.9 for pregnancy disability leave.

## ARTICLE 19. Fringe Benefits

**19.1** The District agrees to provide certificated employees on a sixty (60) percent contract or greater, and their dependents, medical, dental, life and vision (life and vision for employees only) insurance up to the district cap specified in 19.2.

19.1.1 The Health Insurance Committee, consisting of four (4) members each from LaBUFA, CSEA and management will meet and discuss benefit options, with a focus on limiting cost increases. A commitment has been made to ensure that the Committee completes its work in a timely fashion, and is able to present its recommendations to the District and Association Bargaining Teams for use in negotiations.

**19.2** During the term of the contract, employees will be eligible to enroll in the Cigna Preferred Provider Plan (PPO), Cigna HMO, or the Kaiser Permanente HMO. The District will contribute the following maximum amounts for eligible unit members:

District Annual Contribution PPO		District Annual Contribution HMO	
Single	\$9,722	Single	\$7,320
Employee + Spouse	\$20,384	Employee + Spouse	\$16,680
Employee + Child(ren)	\$14,722	Employee + Child(ren)	\$12,696
Family	\$25,150	Family	\$21,053

Eligible unit members shall be responsible for any costs incurred over the individual cap.

**19.3** Should a unit member's employment terminate, the District shall comply with the requirements of C.O.B.R.A. for continuation coverage.

**19.4** Required tuberculosis tests shall be provided at District expense at a place designated by the District.

**19.5** Worker's compensation benefits are furnished at District expense to each unit member for job-related injuries and accidents.

**19.6 Early Retirees**

19.6.1 Any full-time unit member who has reached the age of 55 and has worked a minimum of five (5) consecutive years in District employment and who has initiated the steps to withdraw retirement funds from STRS has the option to be insured at District expense with one of the District's medical plans. The retiree must be insured under one of the District's medical plans for at least 12 months prior to retirement. Disability retirement does not qualify as early retirement. Modifications to the insurance program for active unit members which reduces coverage and/or increase unit member costs, are also applicable to the former unit members then retired.

19.6.2 The retiree may insure their spouse or registered domestic partner at retiree expense until such time as the spouse or domestic partner reaches the age of Medicare eligibility.

19.6.3 For any retiree who waives the right to participate in the early retirement health benefit program, they shall receive ten thousand (\$10,000) dollars annually until one of the conditions in

19.6.6 below are met. If the retirement health benefit is waived for any eligible year, the retiree may not apply for benefit reinstatement.

19.6.4 It shall be the unit member's responsibility to make the over-the-cap fee and dependent premium payment to the Business Office by the 10<sup>th</sup> of each month. Default of two consecutive monthly payments shall result in the immediate termination of coverage. The District shall not assume the responsibility of reminding the retiree of premiums due.

19.6.5 The District retains the right with the consent of the retiree, to transfer the retiree's coverage to an HMO (Health Maintenance Organization) when and if a clinic for health maintenance is opened within a reasonable distance from the retiree's home. There will be no loss in benefits.

19.6.6 Coverage for the retiree or spouse or domestic partner being carried at the retiree's expense shall terminate upon the first occurrence of any of the following conditions:

- a. The retiree attains the mandatory Medicare enrollment age.
- b. The retiree becomes eligible for Medi-Cal or Medicare benefits under Social Security.
- c. The retiree becomes eligible for medical insurance under any other LBUSD unit member benefit plan.
- d. When the retiree reaches mandatory Medicare enrollment age or any of the conditions listed in b or c above, the spouse or domestic partner may continue on one of the District's medical plans at their expense.

**19.7** The District will provide an opportunity for unit members to participate in an IRS 125 plan.



## **ARTICLE 20. Conformity to Law – Savings Provisions**

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

## **ARTICLE 21. Summer School and Additional Assignments**

### **21.1 Summer School**

Any current unit member shall be considered a qualified applicant for a summer school position and shall be given priority over all other applicants by hiring personnel. Assignments shall be limited to those applicants with appropriate grade level/subject area credentials. Hiring personnel will consider instructional needs, individual qualifications, seniority of the unit member, and recent service in the position.

21.1.1 Not later than May 1, the District shall circulate to all unit members a notice of anticipated summer school/extended year openings and invite applications on a District-supplied form.

21.1.3 Each qualified applicant shall be interviewed by those persons responsible for applicant screening and selection.

21.1.4 All applicants shall be notified of their selection or non-selection. A list of selected applicants shall be posted at the District Human Resources Office and transmitted to the Association, prior to the commencement of summer school.

### **21.2 Enhanced/Extended Hiring Protocols**

a) Every department will provide a list of unit members willing to accept an enhanced/extended assignment (e.g. 6/5ths).

b) Applicants will be evaluated by the following non-ranked criteria (listed alphabetically):

- Credential
- Expertise
- Flexibility of Schedule
- Prior 6/5<sup>th</sup> Assignments
- Seniority
- Training or Special Qualifications

c) Positions outside the purview of the site administrator (e.g. ROP) are not subject to this protocol.

d) Unit members who accept an enhanced/extended assignment (e.g. 6/5ths) are expected to complete all professional responsibilities outlined in 7.1.2 and 7.6.

## **ARTICLE 22. Support of Agreement**

- 22.1** The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association and the District will support this Agreement for its term, and will not seek change or improvement in any matter subject to meet and negotiation process except by mutual agreement of both parties.

## **ARTICLE 23. Term**

The parties agree that the provisions of this Agreement shall remain in effect from July 1, 2023 through June 30, 2026 with re-openers of up to two articles for each party in each year of the Agreement. In spring of 2022, both parties agreed to a three year salary, health and welfare plan as follows:

- 6% for 2022-23 with District insurance caps staying the same.
- 5% for 2023-24 with District insurance caps staying the same.
- 5% for 2024-25 with District insurance caps staying the same.

If the District receives an increase of two percent (2%) or more than assumed in the adopted budget\* as indicated on the "Total Taxes" percentage change column identified in the P-1 property tax assessment from the Orange County Office of Education in November each year, then both parties agree to meet and negotiate Articles 18 and 19 (Salary and Benefits). The Business Office will provide LaBUFA a copy of the P-1 property tax assessment from the Orange County Department of Education when it is received each year.

2022-23 budget assumes 7% growth in total taxes

2023-24 budget assumes 5% growth in total taxes

2024-25 budget assumes 5% growth in total taxes

## **APPENDIX A – Certificated Unit Member Salary Schedule**

- A.1** This is a single salary schedule and provides that unit members having the same experience and training shall receive the same salary regardless of the segment of the system to which they may be assigned. The compensation of unit members will be governed by this salary schedule, the rules and regulations and decisions of the Board of Education and the Education Code of the State of California.
- A.2** Should either the system of finance which allows the District to continue its funding on a “basic aid” basis or the Proposition 13 system of updating the assessment to market upon sale or any substantially equivalent modification of the District’s funding occur, the District has the right to reopen and negotiate a modification of the salary schedules.
- A.3** Placement on this salary schedule shall be determined by training, experience and special assignments. There shall be no reduction in the salary of any unit member currently employed as a result of the adoption of this salary schedule.
- A.4** The basis of this salary schedule is a point system. For 2024-2025, each certificated salary schedule has a point value as follows:
- |          |   |
|----------|---|
| \$260.05 | Teacher/Speech Language Pathologist                   |
| \$274.12 | 197 Day work year (Thirty-Five Hours Onsite Per Week) |
| \$313.28 | 197 Day work year (Forty Hours Onsite Per Week)       |
| \$335.37 | Coordinator   |

and shall be awarded on the following basis:

**A.4.1 Bachelor’s Degree: 287 Points**

A Bachelor’s Degree must be received from an accredited institution. Units earned prior to the awarding of a Bachelor’s degree cannot be considered toward a point credit.

**A.4.2 Master’s Degree: 21 Points**

A Master’s Degree must be received from an accredited institution and must be registered in the Superintendent’s office by May 1.

**A.4.2.1 Exception:** A unit member enrolled in a Master’s program which may be completed after May 1 and/or at the end of a summer session may file transcripts and request a change in classification at the conclusion of the summer session.  
A Master’s Degree is required in order to receive credit for more than 55 unit credits. Full credit for all acceptable units shall be granted to a maximum of 64. Unit members currently employed by the District and possessing a previously recognized Master’s equivalent shall retain this status.

**A.4.3 Unit Credit 1 Point Per Unit**

A.4.3.1 Only upper division or graduate units from an accredited institution will be recognized for unit credit.

A.4.3.2 Four semester unit credits may be earned per semester or three quarter units may be earned per quarter during a regular school year. Any exceptions must receive prior approval from the Superintendent.

A.4.3.3 The maximum unit credit shall be 64, subject to limitations as listed.

#### A.4.4 Experience Credit

A.4.4.1 A minimum salary of:

\$ 74,634 for 2024-2025 will be granted to a unit member without teaching experience.

A.4.4.2 A one-half year experience increment shall be granted to those unit members serving in the District one-half or more of a school year. Such experience must have been gained beginning with the 1967/68 school year. A full year intern unit member shall receive one-half year credit on this schedule. Please note, effective July 1, 2023, no additional employees will be assigned to the half yearly salary schedule. In July 2025, any remaining unit members on the half yearly salary schedule will be transitioned to the yearly salary schedule.

A.4.5 **Military Credit - Half-time, Not to Exceed 24 Credits.** Credit for active military service shall be granted if teaching experience has been interrupted.

A.4.6 **Professional Growth.** The District has made provision for incentive to encourage directed professional growth. It is the District's intention that activity used from credit under this section be directed to the growth of the unit member related to their area of assignment. The school principal will be the recommending agent. The District will recognize 20 points for an approved program earned by completion of college classes, attendance at workshops, conferences and conventions focused on the District's strategic goals and State Standards for which there is no District financial support and through an approved education travel program. Proof of completion of pre-approved professional growth activities from Sept 16 of the prior year to Sept 15 of the current year must be submitted by November 30 to Human Resources for application to the current year's salary.

A.4.6.1 College Units: The District will recognize a maximum of six (6) semester or nine (9) quarter units per year. A quarter unit will be worth 2/3 of a point. Either upper or lower division courses may be included. Upon completion of a Master's degree, units accrued in this section shall be transferred to units under A.4.3

A.4.6.2 Workshops, Conferences or Conventions. The District will recognize attendance at or participation in workshops, conferences or conventions, but will limit points earned to three (3) per year. In order to be accepted, no District reimbursement can be received for this activity.

A.4.6.3 Educational Travel. The District will award up to twelve (12) points for educational travel, no more than six (6) per year. The unit member must present a planned program

including educational objectives to be met, the activities planned to meet those objectives, and the nature of the evidence to be provided upon completion.

#### A.4.7 **General Conditions**

A.4.7.1 Units earned under this section may not be used for credit in A.4.3 of this schedule.

- (a) Requests for professional growth units shall be submitted to the site principal for pre-approval. Final approval will be made by the Assistant Superintendent of Human Resources.
- (b) Compensation for professional growth units shall remain a permanent factor in computing a unit member's salary.

**A.6 Doctorate Degree.** A unit member with an earned Doctorate Degree from an accredited institution prior to the beginning of the current school year shall receive \$2,500 over and above the unit member's placement on the salary schedule. Official transcripts must be submitted to Human Resources by November 30.

**A.7 Long-Term Substitute Pay.** Pay for long term substitute unit members and temporary unit members who assume full responsibility of the regular unit member is as follows:

\$220.00 per day for 2024-2025

Laguna Beach Unified School District  
 Teacher/SLP Salary Schedule 2024/25  
 187 Work Days with a minimum of thirty-five hours onsite

BASE SALARY SCHEDULE								
Step	Points	Range 1 <7 Yrs Exp & BA & <15 GU	Range 2 ≤7 Yrs Exp & BA & 15-29 GU	Range 3 ≤8 Yrs Exp & BA & 30-44 GU	Range 4 ≤10 Yrs Exp & BA & 45-55 GU	Range 5 ≤17 Yrs Exp & MA & 0-60 GU	Range 6 17-22 Yrs Exp & MA & 60+ GU	Range 7 >23 Yrs Exp & MA & 60+ GU
0	287	\$74,634	\$74,634	\$74,634	\$74,634	\$80,095	\$80,095	\$80,095
1	305	\$79,315	\$79,315	\$79,315	\$79,315	\$84,776	\$84,776	\$84,776
2	322.7	\$83,918	\$83,918	\$83,918	\$83,918	\$89,379	\$89,379	\$89,379
3	339	\$88,157	\$88,157	\$88,157	\$88,157	\$93,618	\$93,618	\$93,618
4	354.5	\$92,188	\$92,188	\$92,188	\$92,188	\$97,649	\$97,649	\$97,649
5	370	\$96,219	\$96,219	\$96,219	\$96,219	\$101,680	\$101,680	\$101,680
6	385.5	\$100,249	\$100,249	\$100,249	\$100,249	\$105,710	\$105,710	\$105,710
7	401		\$104,280	\$104,280	\$104,280	\$109,741	\$109,741	\$109,741
8	417.5		\$108,571	\$108,571	\$108,571	\$114,032	\$114,032	\$114,032
9	438			\$113,902	\$113,902	\$119,363	\$119,363	\$119,363
10	458.5			\$119,233	\$119,233	\$124,694	\$124,694	\$124,694
11	479				\$124,564	\$130,025	\$130,025	\$130,025
12	479				\$124,564	\$130,025	\$130,025	\$130,025
13	479				\$124,564	\$130,025	\$130,025	\$130,025
14	494.5				\$128,595	\$134,056	\$134,056	\$134,056
15	494.5				\$128,595	\$134,056	\$134,056	\$134,056
16	494.5				\$128,595	\$134,056	\$134,056	\$134,056
17	510				\$132,626	\$138,087	\$138,087	\$138,087
18	510				\$132,626	\$138,087	\$138,087	\$138,087
19	510				\$132,626	\$138,087	\$138,087	\$138,087
20	546						\$147,448	\$147,448
21	546						\$147,448	\$147,448
22	546						\$147,448	\$147,448
23	566							\$152,649

Additional Stipends:	Values for Additional Salary Credit:
2nd Master's Degree:	\$2,500
National Teacher Board Certification or CCC:	\$2,500
Doctorate Degree:	\$2,500
Longevity at Completion of 16 Years Experience:	\$1,300
Additional Stipend after 23 Years Experience:	\$5,201
	Master's Degree (included in Ranges 5-7 above): \$5,461.05
	Graduate Semester Units: \$260.05
	Max 55 w/BA
	Max 64 w/MA
	Professional Growth Points: \$260.05
	Max 20

Board approved: June 23, 2022

Effective: July 1, 2024



Laguna Beach Unified School District  
Teacher Half Year Salary Schedule 2024/25  
187 Work Days with a minimum of thirty-five hours onsite

<b>BASE SALARY SCHEDULE</b>								
Step	Points	Range 1 <6.5 Yrs Exp & BA & <15 GU	Range 2 ≤6.5 Yrs Exp & BA & 15-29 GU	Range 3 ≤8.5 Yrs Exp & BA & 30-44 GU	Range 4 ≤10.5 Yrs Exp & BA & 45-55 GU	Range 5 ≤17.5 Yrs Exp & MA & 0-60 GU	Range 6 17.5-22.5 Yrs Exp & MA & 60+ GU	Range 7 >23 Yrs Exp & MA & 60+ GU
0	287	\$74,634	\$74,634	\$74,634	\$74,634	\$80,095	\$80,095	\$80,095
0.5	296	\$76,975	\$76,975	\$76,975	\$76,975	\$82,436	\$82,436	\$82,436
1.5	313.7	\$81,578	\$81,578	\$81,578	\$81,578	\$87,039	\$87,039	\$87,039
2.5	330	\$85,817	\$85,817	\$85,817	\$85,817	\$91,278	\$91,278	\$91,278
3.5	345.5	\$89,847	\$89,847	\$89,847	\$89,847	\$95,308	\$95,308	\$95,308
4.5	361	\$93,878	\$93,878	\$93,878	\$93,878	\$99,339	\$99,339	\$99,339
5.5	376.5	\$97,909	\$97,909	\$97,909	\$97,909	\$103,370	\$103,370	\$103,370
6.5	392		\$101,940	\$101,940	\$101,940	\$107,401	\$107,401	\$107,401
7.5	408.5			\$106,230	\$106,230	\$111,691	\$111,691	\$111,691
8.5	429			\$111,561	\$111,561	\$117,023	\$117,023	\$117,023
9.5	449.5			\$116,892	\$116,892	\$122,354	\$122,354	\$122,354
10.5	470				\$122,224	\$127,685	\$127,685	\$127,685
11.5	485.5				\$126,254	\$131,715	\$131,715	\$131,715
12.5	485.5				\$126,254	\$131,715	\$131,715	\$131,715
13.5	485.5				\$126,254	\$131,715	\$131,715	\$131,715
14.5	501				\$130,285	\$135,746	\$135,746	\$135,746
15.5	501				\$130,285	\$135,746	\$135,746	\$135,746
16.5	501				\$130,285	\$135,746	\$135,746	\$135,746
17.5	537				\$139,647	\$145,108	\$145,108	\$145,108
18.5	537					\$145,108	\$145,108	\$145,108
19.5	537					\$145,108	\$145,108	\$145,108
20.5	557					\$150,309	\$150,309	\$150,309
21.5	557					\$150,309	\$150,309	\$150,309
22.5	557					\$150,309	\$150,309	\$150,309
23	566							\$152,649

Additional Stipends:	Values for Additional Salary Credit:
2nd Master's Degree: \$2,500	Master's Degree (included in Ranges 5-7 above): \$5,461.05
National Teacher Board Certification or CCC: \$2,500	Graduate Semester Units: \$260.05
Doctorate Degree: \$2,500	Max 55 w/BA
Longevity at Completion of 16 Years Experience: \$1,300	Max 64 w/MA
Additional Stipend after 23 Years Experience: \$5,201	Professional Growth Points: \$260.05
	Max 20

Board approved: June 23, 2022      Effective: July 1, 2024

Laguna Beach Unified School District

197 Work Days/(7 hour day)/minimum of thirty-five hours onsite

BASE SALARY SCHEDULE								
Step	Points	Range 1 <7 Yrs Exp & BA & <15 GU	Range 2 ≤7 Yrs Exp & BA & 15-29 GU	Range 3 ≤8 Yrs Exp & BA & 30-44 GU	Range 4 ≤10 Yrs Exp & BA & 45-55 GU	Range 5 ≤17 Yrs Exp & MA & 0-60 GU	Range 6 17-22 Yrs Exp & MA & 60+ GU	Range 7 >23 Yrs Exp & MA & 60+ GU
0	287	\$78,672	\$78,672	\$78,672	\$78,672	\$84,429	\$84,429	\$84,429
1	305	\$83,607	\$83,607	\$83,607	\$83,607	\$89,363	\$89,363	\$89,363
2	322.7	\$88,459	\$88,459	\$88,459	\$88,459	\$94,215	\$94,215	\$94,215
3	339	\$92,927	\$92,927	\$92,927	\$92,927	\$98,683	\$98,683	\$98,683
4	354.5	\$97,176	\$97,176	\$97,176	\$97,176	\$102,932	\$102,932	\$102,932
5	370	\$101,424	\$101,424	\$101,424	\$101,424	\$107,181	\$107,181	\$107,181
6	385.5	\$105,673	\$105,673	\$105,673	\$105,673	\$111,430	\$111,430	\$111,430
7	401		\$109,922	\$109,922	\$109,922	\$115,679	\$115,679	\$115,679
8	417.5		\$114,445	\$114,445	\$114,445	\$120,202	\$120,202	\$120,202
9	438			\$120,065	\$120,065	\$125,821	\$125,821	\$125,821
10	458.5			\$125,684	\$125,684	\$131,441	\$131,441	\$131,441
11	479				\$131,303	\$137,060	\$137,060	\$137,060
12	479				\$131,303	\$137,060	\$137,060	\$137,060
13	479				\$131,303	\$137,060	\$137,060	\$137,060
14	494.5				\$135,552	\$141,309	\$141,309	\$141,309
15	494.5				\$135,552	\$141,309	\$141,309	\$141,309
16	494.5				\$135,552	\$141,309	\$141,309	\$141,309
17	510				\$139,801	\$145,558	\$145,558	\$145,558
18	510				\$139,801	\$145,558	\$145,558	\$145,558
19	510				\$139,801	\$145,558	\$145,558	\$145,558
20	546					\$155,426	\$155,426	\$155,426
21	546					\$155,426	\$155,426	\$155,426
22	546					\$155,426	\$155,426	\$155,426
23	566							\$160,908

Additional Stipends:		Values for Additional Salary Credit:	
2nd Master's Degree:	\$2,500	Master's Degree (included in Ranges 5-7 above):	\$5,756.52
National Teacher Board Certification or CCC:	\$2,500	Graduate Semester Units:	\$274.12
Doctorate Degree:	\$2,500	Max 55 w/BA	
Longevity at Completion of 16 Years Experience:	\$1,371	Max 64 w/MA	
Additional Stipend after 23 Years Experience:	\$5,482	Professional Growth Points:	\$274.12
		Max 20	

Job classification: Counselor, Student Support Specialist

Board approved: June 23, 2022 Effective: July 1, 2024

Laguna Beach Unified School District

197 Work Days w/(8 hr day)/minimum of forty hours onsite per week

BASE SALARY SCHEDULE								
Step	Points	Range 1 <7 Yrs Exp & BA & <15 GU	Range 2 ≤7 Yrs Exp & BA & 15-29 GU	Range 3 ≤8 Yrs Exp & BA & 30-44 GU	Range 4 ≤10 Yrs Exp & BA & 45-55 GU	Range 5 ≤17 Yrs Exp & MA & 0-60 GU	Range 6 17-22 Yrs Exp & MA & 60+ GU	Range 7 >23 Yrs Exp & MA & 60+ GU
0	287	\$89,911	\$89,911	\$89,911	\$89,911	\$96,490	\$96,490	\$96,490
1	305	\$95,550	\$95,550	\$95,550	\$95,550	\$102,129	\$102,129	\$102,129
2	322.7	\$101,095	\$101,095	\$101,095	\$101,095	\$107,674	\$107,674	\$107,674
3	339	\$106,202	\$106,202	\$106,202	\$106,202	\$112,781	\$112,781	\$112,781
4	354.5	\$111,058	\$111,058	\$111,058	\$111,058	\$117,637	\$117,637	\$117,637
5	370	\$115,914	\$115,914	\$115,914	\$115,914	\$122,492	\$122,492	\$122,492
6	385.5	\$120,769	\$120,769	\$120,769	\$120,769	\$127,348	\$127,348	\$127,348
7	401		\$125,625	\$125,625	\$125,625	\$132,204	\$132,204	\$132,204
8	417.5		\$130,794	\$130,794	\$130,794	\$137,373	\$137,373	\$137,373
9	438			\$137,217	\$137,217	\$143,796	\$143,796	\$143,796
10	458.5			\$143,639	\$143,639	\$150,218	\$150,218	\$150,218
11	479				\$150,061	\$156,640	\$156,640	\$156,640
12	479				\$150,061	\$156,640	\$156,640	\$156,640
13	479				\$150,061	\$156,640	\$156,640	\$156,640
14	494.5				\$154,917	\$161,496	\$161,496	\$161,496
15	494.5				\$154,917	\$161,496	\$161,496	\$161,496
16	494.5				\$154,917	\$161,496	\$161,496	\$161,496
17	510				\$159,773	\$166,352	\$166,352	\$166,352
18	510				\$159,773	\$166,352	\$166,352	\$166,352
19	510				\$159,773	\$166,352	\$166,352	\$166,352
20	546						\$177,630	\$177,630
21	546						\$177,630	\$177,630
22	546						\$177,630	\$177,630
23	566							\$183,895

Additional Stipends:		Values for Additional Salary Credit:		
	2nd Master's Degree:	\$2,500	Master's Degree (included in Ranges 5-7 above):	\$6,578.88
	National Teacher Board Certification or CCC:	\$2,500	Graduate Semester Units:	\$313.28
	Doctorate Degree:	\$2,500	Max 55 w/BA	
	Longevity at Completion of 16 Years Experience:	\$1,566	Max 64 w/MA	
	Additional Stipend after 23 Years Experience:	\$6,266	Professional Growth Points:	\$313.28
			Max 20	

Job classifications: Counselors, Nurses, Digital Library Media Specialists

Board approved: June 23, 2022      Effective: July 1, 2024

Laguna Beach Unified School District  
Coordinator Salary Schedule 2024/25  
211 Work Days with a minimum of forty hours onsite

BASE SALARY SCHEDULE								
Step	Points	Range 1 <7 Yrs Exp & BA & <15 GU	Range 2 ≤7 Yrs Exp & BA & 15-29 GU	Range 3 ≤8 Yrs Exp & BA & 30-44 GU	Range 4 ≤10 Yrs Exp & BA & 45-55 GU	Range 5 ≤17 Yrs Exp & MA & 0-64 GU	Range 6 17-22 Yrs Exp & MA & 60+ GU	Range 7 >23 Yrs Exp & MA & 60+ GU
0	287	\$96,251	\$96,251	\$96,251	\$96,251	\$103,294	\$103,294	\$103,294
1	305	\$102,288	\$102,288	\$102,288	\$102,288	\$109,331	\$109,331	\$109,331
2	322.7	\$108,224	\$108,224	\$108,224	\$108,224	\$115,267	\$115,267	\$115,267
3	339	\$113,690	\$113,690	\$113,690	\$113,690	\$120,733	\$120,733	\$120,733
4	354.5	\$118,889	\$118,889	\$118,889	\$118,889	\$125,931	\$125,931	\$125,931
5	370	\$124,087	\$124,087	\$124,087	\$124,087	\$131,130	\$131,130	\$131,130
6	385.5	\$129,285	\$129,285	\$129,285	\$129,285	\$136,328	\$136,328	\$136,328
7	401		\$134,483	\$134,483	\$134,483	\$141,526	\$141,526	\$141,526
8	417.5		\$140,017	\$140,017	\$140,017	\$147,060	\$147,060	\$147,060
9	438			\$146,892	\$146,892	\$153,935	\$153,935	\$153,935
10	458.5			\$153,767	\$153,767	\$160,810	\$160,810	\$160,810
11	479				\$160,642	\$167,685	\$167,685	\$167,685
12	479				\$160,642	\$167,685	\$167,685	\$167,685
13	479				\$160,642	\$167,685	\$167,685	\$167,685
14	494.5				\$165,840	\$172,883	\$172,883	\$172,883
15	494.5				\$165,840	\$172,883	\$172,883	\$172,883
16	494.5				\$165,840	\$172,883	\$172,883	\$172,883
17	510				\$171,039	\$178,081	\$178,081	\$178,081
18	510				\$171,039	\$178,081	\$178,081	\$178,081
19	510				\$171,039	\$178,081	\$178,081	\$178,081
20	546						\$190,155	\$190,155
21	546						\$190,155	\$190,155
22	546						\$190,155	\$190,155
23	566							\$196,862

Additional Stipends:		Values for Additional Salary Credit:		
	2nd Master's Degree:	\$2,500	Master's Degree (included in Ranges 5-7 above):	\$7,042.77
	National Teacher Board Certification or CCC:	\$2,500	Graduate Semester Units:	\$335.37
	Doctorate Degree:	\$2,500	Max 55 w/BA	
	Longevity at Completion of 16 Years Experience:	\$1,677	Max 64 w/MA	
	Additional Stipend after 23 Years Experience:	\$6,707	Professional Growth Points:	\$335.37
			Max 20	

Board approved: September 8, 2022

Effective: July 1, 2024

## CERTIFICATED SALARY SCHEDULE CALCULATION EXAMPLES

Credit for 5 years of experience is the maximum allowed teachers new to the District.

Point/Unit Value (2024-2025) =

\$260.05 Teacher/Speech Language Pathologist  
 \$274.12 197 Day work year (Thirty-Five Hours Onsite Per Week)  
 \$313.28 197 Day work year (Forty Hours Onsite Per Week)  
 \$335.37 Coordinator

Example 1: B.A. + 3 years of experience 339.0 points  
 30 graduate semester units 30.0 units  
 Master's Degree 21.0 points  
 390 total points/units x \$260.05 = \$101,419.5

Example 2 is another method of computing figures used in Example 1:

Example 2: B.A. + 3 years of experience 339.0 points x \$260.05= \$88,156.95  
 30 graduate semester units 30.0 units x \$260.05= \$ 7,801.5  
 Master's Degree 21.0 points x \$260.05= \$ 5,461.05  
 TOTAL: \$101,419.5

Example 3: B.A. + 10 years of experience 458.0 points  
 44 graduate semester units 44.0 units  
 Master's Degree 21.0 points  
 523.0 total points/units x \$260.05 = \$136,006.15

Example 4 shows an individual frozen at Range 1, Step 6 because of lack of graduate units to advance:

Example 4: B.A. + 8 years of experience 385.5 points  
 14 graduate semester units 14.0 units  
 399.5 points/units x \$260.05 = \$103,889.98

Example 5 shows an individual without a Master's Degree, which limits allowable number of graduate units:

Example 5: B.A. + 14 years experience 494.5 points  
 60 graduate semester units 55.0 units (55 maximum without M.A. Degree)  
 549.5 points/units x \$260.05 = \$142,897.48

After an employee has been hired by the District, the District will recognize 20 points for an approved program earned by completion of college classes, attendance at workshops, conferences and conventions, or through an approved education travel program focused on the District's strategic goals and state standards for which there is no District financial support.

Example 6: M.A. + 20 years of experience 546.0 points  
 64 graduate semester units 64.0 units  
 Master's Degree 21.0 points  
 16 Year Longevity 5.0 points  
 Professional Growth Points/Units 14.0 points  
 650.0 total points/units x \$260.05 = \$169,032.5

Example 7: 23 years of experience: 566.0 points  
 64 graduate semester units: 64.0 units  
 Master's Degree 21.0 points  
 16 Year Longevity 5.0 points  
 23 Year Longevity 20.0 points  
 Professional Growth Points/Units: 14.0 points  
 690.0 total points/units x \$260.05 = \$179,434.5

**Longevity Bonus:** After 16 years of experience, add five points to the annual salary amount at any step. After 23 years of experience, add 20 points to annual salary amount at any step.

Board Approved: June 23, 2022

## **APPENDIX B – Athletic Stipends**

### **B.1 Stipends**

Stipend indicated in Appendix B is paid for regular season only. The percentage is based on Range 1/Step 1 of the Teacher Salary Schedule.

### **B.2 Length of Season**

Length of season is based on current CIF Blue Book dates. In the event a season extends over a vacation period, those weeks are counted, if the team either practices or performs during the vacation period. The regular season stipend does not include post-season CIF weeks.

### **B.3 Coaching Periods**

Availability of coaching periods shall be determined by the site administrator with input from the District Athletic Administrator. Should a coaching period be made available to a unit member, the period shall be part of the unit member's regular schedule (i.e. cannot be a 6/5 additional assignment). Coaches who coach at the site where they teach are eligible for coaching periods, should coaching periods be available. This includes unit members, but excludes classified personnel and walk-on coaches. Coaches who receive a coaching period receive the regular stipend indicated in Appendix B.

**B.4** Unit members who are not assigned a coaching period receive the increased stipend in accordance with Appendix B. This does not pertain to other contracted district employees (classified and confidential) or walk-on coaches.

### **B.5 Longevity**

Longevity bonus of 5% of the stipend earned shall be offered to coaches with five (5) years of coaching service. Longevity bonus of 10% of the stipend earned shall be offered to coaches with ten (10) years of coaching service. Longevity bonus of 15% of the stipend earned shall be offered to coaches with fifteen (15) years of coaching service. Longevity is calculated on the number of years as a coach for the district. Years of service as a coach do not have to be consecutive. Unit members and contracted district employees (classified and confidential) are eligible for coaching longevity bonuses.

**B.6** Coaches who coach more than one sport are eligible for one multi-sport bonus of 5% of the largest stipend earned, provided they are the head coach for at least one sport. This does not apply to coaches of the girls and boys teams of the same sport in the same season.

**B.7** Coaches who are the varsity head coach for both boys and girls teams of the same sport (E.G. cross country, track, swimming) receive one stipend and the same season bonus of 20% of the stipend. This is intended for sports who practice together as a recognition of the additional duties associated with running two sports concurrently.

### **B.8 Out of season/CIF pay**

Out of season or CIF playoff pay, regardless of funding source, is assigned on a per week basis, and is calculated as follows: ten percent (10%) of the in-season stipend per week of participation.

Marching Band Director and Cheer Coach are also eligible for CIF playoff pay as calculated above.

### **B.9 Reapportionment of Coaching Stipends**

Reapportionment requests shall be submitted in writing by the site administrator and District Athletic Administrator and approved by the Superintendent or designee. The term of approval shall be for one

season unless otherwise indicated. The total value of the reapportioned stipends shall not exceed the value of the original stipend.

**Stipends are based on Range 1/Step 1 of the Teacher's Salary Schedule**

<b>HEAD COACH - Varsity</b>				
<b>Sport</b>	<b>Max #</b>	<b>Season(s)</b>	<b>Stipend</b>	<b>Stipend w/o Period*</b>
Baseball	1	S	8%	10%
Tennis (B)	1	S	8%	10%
Softball	1	S	8%	10%
Swimming (B/G)	2	S	8%	10%
Track (B/G)	2	S	8%	10%
Golf (B)	1	S	8%	10%
Volleyball (B)	1	S	8%	10%
Sand Volleyball (G)	1	S	8%	10%
Football	1	F	8%	10%
Tennis (G)	1	F	8%	10%
Surf (B/G)	2	F	8%	10%
Water Polo (B)	1	F	8%	10%
Cross Country (B/G)	2	F	8%	10%
Golf (G)	1	F	8%	10%
Volleyball (G)	1	F	8%	10%
Sand Volleyball (B)	1	F	5.4%	7.4%
Cheer	1	F, W, S	8%	10%
Basketball (B/G)	2	W	8%	10%
Soccer (B/G)	2	W	8%	10%
Water Polo (G)	1	W	8%	10%
Lacrosse (B)	1	S	8%	10%
Lacrosse (G)	1	S	8%	10%
Wrestling (B/G)	2	W	8%	10%
Flag Football (G)	1	F	8%	10%

<b>ASSISTANT COACH</b>			
<b>Sport</b>	<b>Max #</b>	<b>Season(s)</b>	<b>Stipend</b>
Baseball	3	S	5.4%
Basketball (B)	3	W	5.4%
Basketball (G)	3	W	5.4%
Cheer	1	F,W,S	5.4%
Cross Country (B/G)	4	F	5.4%
Football	7	F	5.4%
Golf (B)	2	S	5.4%
Golf (G)	2	F	5.4%
Lacrosse (B)	1	S	5.4%
Lacrosse (G)	1	S	5.4%
Sand Volleyball (G)	2	S	5.4%
Sand Volleyball (B)	2	F	3.8%
Soccer (B)	3	W	5.4%
Soccer (G)	3	W	5.4%
Softball	3	S	5.4%
Surf (B/G)	3	F,W,S	5.4%
Swimming (B/G)	4	S	5.4%
Tennis (B)	2	S	5.4%
Tennis (G)	2	F	5.4%
Track (B/G)	4	S	5.4%
Volleyball (G)	3	F	5.4%
Volleyball (B)	3	F	5.4%
Water Polo (G)	3	W	5.4%
Water Polo (B)	3	F	5.4%
Wrestling (B/G)	1	W	5.4%
Flag Football (G)	2	F	5.4%

*\*applies to LaBUFA unit members only*

HEAD COACH - Middle School Athletics			
Sport	Max #	Season(s)	Stipend*
Basketball G 6/7	1	F	5%
Basketball G 8	1	F	5%
Basketball B 6/7	1	W	5%
Basketball B 8	1	W	5%
Soccer G 6/7	1	S	5%
Soccer G 8	1	S	5%
Soccer B 6/7	1	S	5%
Soccer B 8	1	S	5%
Volleyball G 6/7	1	W	5%
Volleyball G 8	1	W	5%
Volleyball B 6/7	1	F	5%
Volleyball B 8	1	F	5%
Track and Field B/G	4	S	5%
Cross Country B/G	4	W	5%

\*Based on R1/S1 of the Teacher Salary Schedule

**Fall Sports (Sep. - Nov.)**

6th/7th grade boys volleyball  
 8th grade boys volleyball  
 6th/7th grade girls basketball  
 8th grade girls basketball

**Spring Sports (Feb. - Apr.)**

6th/7th grade boys soccer  
 8th grade boys soccer  
 6th/7th grade girls soccer  
 8th grade girls soccer  
 Boys/Girls track and field

**Winter Sports (Dec. - Feb.)**

6th/7th grade boys basketball  
 8th grade boys basketball  
 6th/7th grade girls volleyball  
 8th grade girls volleyball  
 Boys/Girls cross country

**Competition and Season Schedules:**

Basketball - 7 games and playoffs  
 Volleyball - 7 games and playoffs  
 Soccer - 7 games and playoffs  
 Cross Country - 3 meets and individual finals  
 Track and Field - 3 meets and individual finals  
 All sports will practice 3 times a week  
 (2 during game week)



## **APPENDIX C – Academic Stipends**

### **C.1 Stipends**

Stipend indicated in Appendix C is the annual amount for the school year. The percentage is based on Range 1/Step 1 of the Teacher Salary Schedule.

### **C.2 Period Assignments**

Availability of 20% period assignments shall be determined by the site administrator. Unit members who receive a period assignment receive the stipend indicated in Appendix C.

**C.3** Unit members who are not assigned a period assignment receive the increased stipend in accordance with Appendix C. This does not pertain to other contracted district employees (classified and confidential).

### **C.4 Reapportionment of Stipends**

Schools may submit reapportionment requests to reallocate or split the stipends among more than one recipient. Reapportionment requests shall be submitted in writing by the site administrator and approved by the Superintendent or designee. The term of approval shall be for one school year unless otherwise indicated. The total value of the reapportioned stipends shall not exceed the value of the original stipend.

### **C.5 Site Discretionary Flexible Pools**

To provide flexibility for school-initiated programs, individual schools may use the established “flexible pool” of stipends for school-specific positions. Flexible pool requests shall be submitted in writing by the site administrator after consultation with department or grade level chairpersons, and approved by the Superintendent or designee.

### **C.6 MTSS Flexible Pool (40%)**

To provide flexibility to the multi-tiered systems of support at each school site, individual school may use the established “flexible pool” of stipends for MTSS related initiatives. This can include but is not limited to the following positions: behavior lead, academic lead, intervention lead, tutorial/advisement lead, attendance lead, etc. Unit members and site administration will work collaboratively to develop the MTSS stipend positions at their respective sites.

## Stipend Descriptions

### Lead BTSA Mentor

- *Minimum requirements: Certified NTC Mentor status (Completion of the NTC 2-year Mentor training program)*
- *Possession of a valid California Teaching Credential*
- *Five (5) years successful teaching experience.*

Serve as the district coordinator for the Beginning Teacher Support and Assessment program and as liaison with the Orange County Department of Education Induction Program to conduct routine business of the program under the direction of the Assistant Superintendent, Human Resources.

- Attend Lead Mentor meetings with the Induction Program Coordinator annually to ensure fidelity to the Consortium program plan while addressing the needs of the Participating Teachers, Mentors and respective school districts.
- Complete annual Formative Assessment System Mentor training and participate in all Mentor Forums, district meetings and end-of-year events.
- Assist in the selection and matching of Participating Teachers and Mentors.
- Monitor Participating Teacher and Mentor matches to ensure effective collaborative relationships.
- Provide support to Mentors as they work collaboratively with their Participating Teachers. This includes, but is not limited to, the identification of resources, the Participating Teacher's identification of a professional learning goal, development of a relevant inquiry question and the collection of appropriate evidence of application.
- Facilitate meetings as defined by the OCDE Induction Program Blueprint, for Mentors and Participating Teachers. Conduct network meetings as well as any additional meetings as needed.
- Complete and submit all required documentation, including Lead Mentor Summary reports, to the Coordinator in a timely manner for inclusion in the OCDE electronic data collection system. Maintain required district Induction files at district location.
- Assist the designated Advisory Council member in reviewing Site Administrator Roles and Responsibilities with the appropriate individuals.
- Assist in collecting data for evaluation purposes by monitoring the completion of online State and Program registration, as well as mid-year and end-of-year program surveys.
- Establish an Induction calendar with the District Assistant Superintendent and distribute to Mentors, Participating Teachers, and Site Administrators.
- Communicate regularly with Participating Teachers, Mentors, Site Administrators, and District Office personnel through: memos, e-mails, newsletters, phone calls, and meetings.
- Inform the district teachers, community and administrative groups of the purpose and legal requirements of the Induction Program.

### BTSA Mentor

*Minimum requirements: Possession of a valid California Teaching Credential and five (5) years successful teaching experience*

- Work with new teachers to develop a personalized induction plan that incorporates the California Standards for the Teaching Profession and the instructional needs of the students in order to meet state credentialing requirements.
- Provide ongoing support and guidance to participating teacher;
- Meet weekly with participating teacher to reflect and plan;

- Attend district-wide BTSA meetings as scheduled by BTSA Lead Mentor, which will include meetings outside of contracted hours;
- Participate in ongoing professional development as required by OCDE BTSA program, which will include training outside of contracted hours;
- Commitment to serving as BTSA Mentor Teacher with assigned teacher for at least two years.

### **District GATE Coordinator**

*Minimum requirements: GATE Certification*

To work with the Deputy Superintendent, Director, Assessment and Accountability, and principals to develop and implement enrichment activities for GATE students, to provide information to parents, and to disseminate materials and resources to staff.

- Thorough development of a quarterly newsletter, recognize and publicize GATE students' accomplishments and achievements, gather and disseminate information to parents and students regarding activities and events.
- Participate on the Student Study Team when appropriate.
- Oversee GATE testing and parent notification.
- Distribute materials and resources to teachers.
- Supervise student documentation and information related to GATE.
- Arrange for special presentations at elementary and middle schools.
- Conduct/support bi-annual GATE parent meetings at school sites (September and May).
- Attend Orange County and State meetings as appropriate.
- Assist in the updating and development of the GATE Parent/Teacher Handbook.
- Respond to parent questions and inquiry regarding the GATE Program as necessary.

### **GATE Site Coordinator**

*Recommended: GATE Certification*

- Host parent GATE meetings in September and May.
- Organize and coordinate site ILP (Individual Learning Plan) meetings with the cluster teachers.
- Maintain a student GATE folder and collect pertinent information including yearly ILP.
- Organize optional after school GATE class
- Manages annual GATE testing and parent notification at the site level.
- Assist District GATE Coordinator with updating school's data of identified GATE students (Google Sheet, Student Cumulative Folders, Aeries).
- Attend District GATE meetings

### **Department or Grade Level Chair**

*Minimum requirements: Department and Grade Level Chairpersons shall be assigned on a rotation cycle of no more than two (2) years. A unit member may decline the rotation. Department and Grade Level Chair meetings may occur up to twice per month.*

- Provide site-level leadership in conjunction with the District curriculum process.
- Attend site leadership team meetings, representing the teachers in the department or grade-level.
- Chair regularly scheduled department or grade-level meetings, including setting agendas and keeping minutes.
- May work with the principal on department or grade level budgets.
- Share information with department or grade-level teachers, i.e., staff development opportunities, District curriculum efforts, pertinent research, etc.
- Assist with student competitions and awards programs in the content area.

- Work closely with appropriate staff to see that educational materials are available to meet student needs.
- Provide orientation for department or grade-level teachers and student teachers.
- Act as a SSC contact person (Chairperson does not have to be a member of School Site Council).
- Plan, with the administration, staff development opportunities for program improvement in targeted areas.
- Participate in the selection of curricular-area personnel.
- Provide input to administration on student placement in courses and grade levels.
- Assist with testing preparation and coordination.
- Oversee and adjust department policies, curriculum, and the development of course pacing guides.

### **School Site Council Coordinator**

*Minimum requirements: None*

The School Site Council (SSC) Coordinator is responsible for arranging the work of the School Site Council to fulfill its role in pursuing its purpose:

- Know, follow and, when necessary, revise the bylaws
- Maintain a full SSC by conducting elections for the positions as necessary
- Set and distribute the agendas
- Arrange the data and support materials necessary
- Ensure that minutes are generated
- Other organizational duties in pursuit of the SSC's purpose and By Laws.
- Maintains the School Plan for Student Achievement (SPSA) and makes changes annually
- Aligns SPSA to other school site plans and documents
- Provide input for the District's Local Control Accountability Plan (LCAP)

### **Site Tech Lead 3%**

Minimum requirements: Strong skillset in the integration of technology into instructional practices, including integration into units and lessons

- Facilitate conversations and meetings with colleagues regarding implementation of technology;
- Attend technology after school meetings and release day meetings during work hours
- Attend regularly scheduled professional learning opportunities focused on technology;
- Support teachers in the integration of technology in instruction, including California standards and 1:1 programs;
- Support the site-based grading applications and learning management applications;
- Research and identify instructional resources for technology, for use in lessons, units, and assessment;
- Implement Project Based Learning best practices in their classroom;
- Build relationships with site staff to promote open communication and further improve instructional technology practice;
- Assist with updating and maintaining school website and social media;
- Provide site-based training on topics.

### **Green Team Lead 3%**

*Minimum requirements: Strong interest in environmental stewardship and sustainability*

- Work with Coordinator of Environmental Literacy to implement environmental literacy education and sustainability initiatives at the site
- Coordinate site green team meetings and agenda
- Lead of site's recycling program
- Lead school's efforts related to waste reduction, recycling, composting, and energy conservation
- Attend District Sustainability Committee meetings

## **HIGH SCHOOL POSITIONS**

### **Model UN Advisor**

*Minimum requirements: Knowledge of current affairs and relationships among the nations of the world. Valid teaching credential authorizing instruction in History/Social Science or English Language Arts.*

- Coordinate and prepare students for participation in Model UN Conferences.
- Coordinate preparation, travel arrangements, and supervision for approximately six Model UN Conferences.
- Coordinate and supervise two weekend inter squad conferences.
- Coordinate and supervise one national five-day conference.
- Hold bi-monthly cabinet meetings prior to the assigned class.
- Coordinate yearly cabinet planning meeting in the summer.
- Assist students in preparing for conferences outside of the regular school day.
- Schedule students and speakers for Model UN classes.
- Hold approximately six Laguna Beach Intermediate Model United Nations Conference planning meetings
- Plan, coordinate and supervise The Laguna Beach Intermediate Model United Nations Conference

### **WASC Coordinator**

*Minimum requirements: Valid Teaching Credential. At least seven (7) years of teaching experience and experience with the WASC accreditation cycle preferred. Commitment to completion of one WASC cycle preferred.*

Under direction of the school principal, serve as lead staff member for the WASC Accreditation process.

- Become familiar with the contents of the WASC manual.
- Attend WASC training workshops, along with principal and other assigned staff.
- Working with the principal, review the report of the previous Visiting Committee and ensure that critical areas have been addressed through prior and current action plans.
- Establish a calendar of self-study deadline dates.
- Working with the Principal, ensure there are support mechanisms such as professional time for staff members and financial resources.
- Train school staff on the self-study and accreditation process. It is critical to establish the appropriate spirit of inquiry and self-examination. Training should include:
  - An explanation of the joint WASC/CDE accreditation process along with its benefits to the school community,
  - The importance of knowing the WASC/CDE criteria,
  - An overview of the Focus on Learning self-study process,
  - The interrelationship between expected schoolwide learning results and academic standards,

- The importance of using data and the self-study findings to (1) raise the urgency for system change; (2) re-commit to a vision of high academic achievement for all students, and (3) investigate further the causes, barriers, impediments, challenges, remedies and solutions to maximize student achievement and learning,
- The importance of the ongoing improvement process for successful student learning,
- The nature and purpose of the visiting committee,
- Accreditation term determination,
- The role that annual action plan updates and three-year progress reports play in the WASC accreditation process.
- Establish the Leadership Team, Home Groups and School-wide Focus Groups in collaboration with the principal.
- Train Leadership Team, Home and Focus Group Leaders in roles and responsibilities, including strategies in group dynamics and data analysis. Training should include:
  - A review of the basic purpose of the self-study, visit, and follow-up.
  - The key outcomes of the self-study.
  - The importance of verification and in-depth gathering of evidence.
  - The role of the Home and Focus Group Leaders is:
    - Facilitate committee discussions and syntheses.
    - Coordinate gathering of evidence, especially analysis of student work.
    - Participation in regular meetings to review progress of the self-study.
- Prepare self-study packets.
- Prepare for the WASC visitation by:
  - Arranging adequate working space for the Visiting Committee
  - Providing the Visiting Committee with exhibit materials
  - Providing a campus map, classroom schedule, name tags, parking, and light refreshments
  - Making arrangements for word processing and copy services support for the Visiting Committee
  - Cooperate with the site and district administration in performing other duties in support of activities related to this position including planning staff development activities as outlined in the Action Plan
  - Developing a timeline to see that the action plan items are addressed in a timely manner
  - Organizing staff to ensure action plan items are implemented.

### **Band Director**

*Minimum requirements: Valid teaching credential in music*

- Supervise band members at approximately 5-6 home football games
- Supervise band members at approximately 4-5 home basketball games
- Drumline Competition on Saturday and Sunday (Approx. 6 weekends)
- Patriot's Day Parade
- Disneyland Performance
- Band Trips
- Orchestra Performances (1-2 per year)

### **Jazz Band Director**

*Minimum requirements: Valid teaching credential in music*

- Winter and Spring Concerts
- Perform at Drama events as needed in Winter and Spring
- Perform at Open House and Orientation Events as requested

### **Dance Productions Advisor**

*Minimum requirements: Valid teaching credential or authorization in dance*

- Develop a budget for dance concert(s).
- Recruits dance professionals to be guest artists
- Organize, manage, and supervise the dance concert(s) including any tech or dress rehearsals as well as performances held outside of the regular school hours.
- Recruits and oversees guest professionals including but not limited to choreographers, lighting designers or light board operators, sound designers, production assistants, costume designers, stage managers, and/or technical crew members.
- Coordinate all schedules for technical and dress rehearsals and performances.
- Communicate schedules with students, parents, staff, and administration.
- Collaborate with volunteers to ensure lobby, house, and backstage needs are met for rehearsals and/or performances.
- Coordinate promotional and publicity efforts to bring awareness to the concert on campus and within the community.

### **Drama Productions Advisor**

*Minimum requirements: Valid teaching credential or authorization in drama*

- Coordinates auditions and interviews for student performers and technical crew
- Supervises rehearsals and performances of three productions for Drama Production
- Coordinates performance opportunities for Drama & Theatre II classes
- Recruits guest artists to master teachers, directors, and choreographers
- Collaborates with art department on programs and artwork for productions
- Communicates technical and design needs to the theater manager
- Communicates costume needs to the costume coordinator
- Collaborates with Drama Boosters to manage finances
- Coordinates performances at events on campus and throughout the community
- Collaborates with local press to promote the performing arts
- Builds and maintains community and industry partnerships
- Oversees and organizes annual drama award ceremony

### **HS Vocal Music Director**

*Minimum requirements: Valid teaching credential in music*

- Coordinates, or assists with coordination of auditions and interviews for student performers
- Supervises rehearsals and performances, as needed
- Recruits guest artists and master teachers
- Collaborates with Boosters to manage finances
- Coordinates performances at events on campus and throughout the community
- Collaborates with local press to promote the performing arts
- Builds and maintains community and industry partnerships
- Coordinates musical tracks and/or collaborates with live musicians
- Collaborates with theater manager on sound design

### **Journalism Advisor**

**Minimum Requirements:** Knowledge in journalistic writing standards (AP Style), graphic design principles and programming, editing software, journalistic photography standards, and web design. Experience in teaching the complexities of a professional process: decorum/diplomacy; information gathering; fact-checking; acknowledgment of sources (e.g., providing photo credits); avoiding copyright infringement. Understands how school publications are critically reviewed; understands the importance of accuracy and fairness of information. Valid teaching credential in English or authorization in English.

- Holds students accountable with publication deadlines
- Produces seven (7) printed publications a year
- Oversees and manages student editorial staff
- Coordinates with contracted publisher representative(s)
- Manages journalism budget

### **Yearbook/Graphic Publications Advisor**

**Minimum requirements:** Knowledge in journalistic writing standards (AP Style), graphic design principles and programming, editing software, journalistic photography standards, and web design. Experience in teaching the complexities of a professional process: decorum/diplomacy; information gathering; fact-checking; acknowledgment of sources (e.g., providing photo credits); avoiding copyright infringement. Understands how school publications are critically reviewed; understands the importance of accuracy and fairness of information. Valid Teaching Credential in Art, English Language Arts, or CTE Arts, Media, Entertainment credential.

- Coordinate and edit LBHS yearbook, The Nautilus
- Attend and chaperone 4-day yearbook camp over the summer
- Oversee and manage student editorial staff
- Coordinate with contracted yearbook publisher representative(s)
- Resolve all technology related issues with district and publisher technology departments
- Oversee and serves as the point of contact for senior recognition advertisements
- Manage distribution of yearbooks
- Liaison with athletics office and booster parents
- Liaison with arts department
- Coordinate with contracted school photographer
- Manage yearbook budget
- Follow up on necessary missing items, such as photos, articles, quotations, etc.
- Distribute and coordinate communication regarding publication deadlines to students and parents
- Manage photography equipment

### **Activities Director**

**Minimum requirements:** Valid teaching credential

Under supervision of the principal, assist in the planning, development, and implementation of the policies, regulations, guidelines, and procedures pertaining to a school site student government and co-curricular club and special project advisement; to serve as a resource concerning club and special project activities; and to do other related functions as directed.

- Plans, organizes, coordinates, and participates in the school site activity and co-curricular club, student government and special project programs in accordance with District policies, regulations and guidelines;



- Assists the student body officers in the planning, organization, and conduct of a comprehensive student body activity program, including budget planning and expenditure control, and various student government functions and activities;
- Serves as a liaison to youth service agencies in resolving student government and student activity problems, issues and concerns;
- Assists in the site budget planning and expenditure control process pertaining to student activity programs;
- Assists in the establishment of club and special project operational calendars and schedules, and in the election of student body officers and representatives;
- Reviews, monitors and audits fundraising activities, and establishes specific methods by which funds are accounted for and controlled;
- Reviews, monitors and audits the publications and materials prepared for distribution by student government, club and special project groups;
- Selects or assists in the selection of materials, equipment and supplies used in the student government, club and special project activities;
- Provides a variety of special interest and educational activities, which may include out-of-the-area co-curricular and student government officer and student representative tours and visitations;
- Confers with, counsels, and advises site administrators concerning student government, club and special project programs and activities;
- May make recommendations to revise, update, and incorporate creative and innovative trends into the District student government, club and special project functions and activities;
- Promote community service to all students, and assist students in determining area of service;
- Be responsible for writing, printing, and distributing a publication about community service;
- Organize assemblies and schoolwide service activities;
- Act as liaison with community groups; adhoc for special needs, set up training sessions, recruit students, assist in matching students to service needs.

### **ASB Summer Camp**

Minimum requirements: Valid teaching credential

- Plan, attend, and supervise students at Associated Student Body overnight summer camp.

### **Academic Competition/Enrichment Coordinator(s)**

Minimum requirements: None

- Coordinate recruitment and entrance application/fees
- Prepare students for competition
- Host preparation meetings as needed
- Assist administration with communication and attendance

### **Counseling Event Coordination**

Minimum requirements: High school counselor

- Coordinate and attend Parent Night events (divided among the high school counseling team), including Senior Parent Night, Junior Parent Night, Sophomore Parent Night, Freshmen Parent Night, 8th Grade Parent Night
- Attend and assist with coordinating College Roundup
- Coordinate registration of incoming students not attending district schools
- Coordinate and attend RACC Mock College Admissions
- Coordinate and attend College Planning Workshop "Boot Camp for Juniors"
- Coordinate and attend SAT Redesign Night
- Coordinate and attend PSAT 8/9 and 11 testing
- Coordinate and attend PRA/Mock SAT, PreACT, and ACT

### **CTE Theater Teacher**

Minimum requirements: Valid teaching and appropriate CTE credential

- Provide and/or coordinate additional student learning activities in a sequential CTE course pathway, focused on a specific career and industry sector, to ensure approximately 150 hours of student learning occur each school year.

### **CTE Vocal Music Teacher**

Minimum requirements: Valid teaching and appropriate CTE credential

- Provide and/or coordinate additional student learning activities in a sequential CTE course pathway, focused on a specific career and industry sector, to ensure approximately 150 hours of student learning occur each school year.

## **MIDDLE SCHOOL POSITIONS**

### **Blue and Gold Awards Advisor**

Minimum requirements: None

- Coordinate awards ceremony
- Notify parents and students who are receiving awards
- Prepare certificates for students recognitions
- Organize agenda and program for ceremony

### **Oral History Project Advisor**

Minimum requirements: Valid Teaching Credential in English Language Arts

- Coordinate Oral History lunch all three days
- Act as a liaison with 6th grade ELA teachers for Oral History event
- Communicate with parents details of Oral History event
- Coordinate with site staff for event set-up
- Create presentation that displays digital biography

### **Outdoor Science Coordination**

Minimum requirements: None

- Organizes travel, group logistics, and works with administration and the department team to determine the timing of the camps
- Creates and implements system of accountability for students, staff, and chaperones
- Coordinates parent, student, and staff communications including Science Camp Information sessions
- Assists administration and administrative assistant by identifying camp costs, and potential grant writing and fundraising activities
- Assists administration and department team in organizing the timing of camp dates

### **Band Director**

Minimum requirements: Certificated Band Teacher

- Winter and Spring Concerts featuring all performing groups
- Communicate with City Hall, set up for and perform at Hospitality Night
- Perform at Patriot's Day Parade
- Perform at an Adjudicated Competition in the spring

- Perform at Open House and Orientation events as requested
- Perform at off site events as requested
- Communicate with Performing Arts Boosters and attend meetings

### **Jazz Band Director**

*Minimum requirements: Certificated Band Teacher*

- Winter and Spring Concerts
- Perform at Lunch Time Events in Winter and Spring
- Perform at Open House and Orientation Events as requested

### **Drama Director**

*Minimum requirements: Certificated Drama Teacher*

- Coordinates after school performances
- Coordinates parent volunteers
- Collaborates with guest choreographers/artists
- Coordinates and organizes artwork and program
- Collaborates with art department and theater manager prior to performances
- Coordinates costumes with costume designer

### **MS Vocal Music Director**

*Minimum requirements: valid teaching credential in music*

- Coordinates after school performances with drama director
- Coordinates parent volunteers
- Collaborates with guest choreographers/artists
- Coordinates musical tracks and/or collaborates with live musicians
- Collaborates with theater manager on sound design

### **ASB Advisor**

*Minimum requirements: Valid Teaching Credential*

- Meet weekly with ASB students to make budget decisions and appropriations
- Coordinate monthly school-wide activities
- Coordinate “Where Everyone Belongs” (WEB) day activities
- Organize elections for appointed officials
- Facilitate talent show and school-wide dances

### **PAL Advisor**

*Minimum requirements: Valid teaching credential*

- Coordinate “Where Everyone Belongs” (WEB) day activities
- Organize weekly PAL meetings
- Create service opportunities and activities for students
- Coordinate tutoring program
- Coordinate monthly school-wide activities

### **Outdoor Science Support**

*Minimum requirements: Valid teaching credential*

- Chaperone students for three days and nights of science camp

### **Academic Competition/Enrichment Coordinator(s)**

*Minimum requirements: None*

- Coordinate recruitment and entrance application/fees
- Prepare students for competition
- Host preparation meetings as needed
- Assist administration with communication and attendance

### **Middle School Administrative Designee 3%**

*Recommended: Certificate of Eligibility or Administrative Credential*

- Assumes responsibility of managing the school site in the absence of the principal
- Assists the principal in maintaining a school climate that strongly reinforces teachers' achievements, good performance, and teachers' sense of their contribution to the profession
- Interacts with parents, students, and staff as necessary on disciplinary matters in the absence of the principal
- May participate in IEP meetings as the administrative designee in absence of site administrators

## **ELEMENTARY SCHOOL POSITIONS**

### **Site Testing Coordinator**

*Minimum requirements: Upper-grade teacher preferred*

- Coordinates CAASPP testing for site (creating testing schedule, attends county training, manages opt out list and affidavits, support student accessibility resources and accommodations, coordinates make-up testing etc.)
- Supports physical education teacher with completion of the Physical Fitness Test
- Develops and facilitates staff trainings in preparation of state testing

### **Elementary Band/Strings Advisor**

*Minimum requirements: Valid teaching credential in music*

- Preparation and coordination of performances
  - Patriot's Day Parade (Band only)
  - End of Year Concert (Band and Strings)
- Attendance at BTSN and Open House (both school sites)
- Collaborates with community members and vendors in preparation of events

### **Student Council Advisor**

*Minimum requirements: Valid teaching credential*

- Manages student government program including planning of agendas for weekly meetings and communication with parents and students
- Plan skits for flag assemblies and scripts for announcements
- Coordinates various philanthropic events with community partners (canned food drive, clothing drive etc.)

### **Elementary Administrative Designee**

*Recommended: Certificate of Eligibility or Administrative Credential*

- Assumes responsibility of managing the school site in the absence of the principal.
- Assists the principal in maintaining a school climate that strongly reinforces teachers' achievements, good performance, and teachers' sense of their contribution to the profession.
- Interacts with parents, students, and staff as necessary on disciplinary matters in the absence of the principal.
- Participates in IEP meetings as the administrative designee in absence of the principal or counselor.

### **Elementary Combination Class**

*Minimum requirements: Assigned an elementary grade-level combination class for a school year.*

- Unit member who teaches a grade-level combination class in grades K-5, exclusive of teachers in special education or other special programs.

### **PAL Advisor**

*Minimum requirements: Valid teaching credential*

- Coordinate No Place for Hate
- Organize weekly PAL meetings & activities
- Coordinate positive behavior campus initiatives
- Coordinate monthly assemblies

## LBUSD Certificated Extra Duty/Academic Stipend List 2024-2025

Stipends are based on Range 1/Step 1 of the Teacher's Salary Schedule

Academic Stipends - All Levels			Academic Stipends - Middle School		
Assignment	Max #	Stipend	Assignment	Max #	Stipend
District GATE Coordinator	1	6.5%	B&G Awards	1	2.00%
Lead BTSA Mentor	1	8.0%	Oral History Project	1	2.00%
BTSA Mentors	as needed	4.0%	Outdoor Science Coordination	1	3.00%
Academic Stipends - Flexible Pools			Green Team	1	3.00%
Assignment		Stipend	Model UN Advisor	1	3.25%
High School Pool		12%	Band Director	1	2.50%
Middle School Pool		8.50%	Jazz Band	1	1.00%
Elementary School Pool		6.25%	Drama Director	1	2.50%
MTSS Stipends - Flexible Pools			SSC Coordinator	1	2.50%
Assignment		Stipend	ASB Advisor	2	3.25%
All Sites		40%	Department Chair	9	3.50%
Academic Stipends - High School			GATE Site Coordinator	1	3.25%
Assignment	Max #	Stipend	PAL Advisor	2	3.25%
SSC Coordinator	1	2.5%	Outdoor Science Support	6-8	2.50%
WASC Coordinator	2	10% without period 8% with period	Site Tech Lead	3	3.00%
Department Chair	9	3.5%	Academic Competitions	4	0.75 - 3.25%
Band Director	1	5.0%	Administrator Designee	1	3.00%
Dance Production Advisor	1	5.0%	Vocal Music Director	1	2.5%
Drama Production Advisor	1	5.0%	Academic Stipends - Elementary School		
Model UN Advisor	2	7% without period 5% with period	Assignment	Max #	Stipend
Journalism Advisor	1	5.0%	Site Testing Coordinator	4	1.25%
Yearbook Advisor	1	5.0%	Elementary Band/Strings	2	1.75%
Activities Director	2	10.0%	SSC Chairperson	2	2.50%
ASB Summer Camp	2	4.0%	Student Council Advisor	2	3.25%
Athletic Director	1	10.0%	GATE Site Coordinator	2	2.50%
Counseling Events	4	4.5%	Green Team	2	3.00%
Jazz Band	1	1.0%	Grade Level Chair	16	3.50%
Vocal Music Director	1	5.0%	Elementary Combination Class	as needed	11.00%
Academic Competitions	4	0.75 - 3.25%	Site Tech Lead	4	3.00%
Site Tech Lead	3	3.0%	PAL Advisor	2	3.25%
Green Team	1	3.00%	Elementary Administrative Designee	2	5.00%
CTE Theater Teacher	1	2%			
CTE Vocal Music Teacher	1	2%			

Board Approved September 12, 2024

## **APPENDIX D – Evaluation Documents**

Evaluation documents are located on the [All-Staff page of the District Learning Management System](#).

## **APPENDIX E - Examples of Adjunct Duties Outside of the Instructional Time**

The following non-exhaustive list of adjunct duties beyond instructional time is provided here for reference purposes only. It is understood that in providing these examples, no attempt has been made to list all of the possible duties in any one category.

<b><u>ELEMENTARY</u></b>	<b><u>MIDDLE SCHOOL</u></b>	<b><u>HIGH SCHOOL</u></b>
<ul style="list-style-type: none"> <li>● School Site Council rep(s)</li> <li>● PTA rep</li> <li>● Social Committee</li> <li>● Read Across America</li> <li>● Safety Committee</li> <li>● Wellness Committee</li> <li>● Negotiation Team Members</li> <li>● Grade level rep for IEP</li> <li>● No Place for Hate Committee</li> <li>● Insurance Committee</li> </ul>	<ul style="list-style-type: none"> <li>● School Site Council rep(s)</li> <li>● Social Committee</li> <li>● Safety Committee</li> <li>● Wellness Committee</li> <li>● Negotiation Team Members</li> <li>● MTSS Advisory Committee</li> <li>● Dance Chaperone</li> <li>● No Place for Hate Committee</li> <li>● Insurance Committee</li> <li>● Challenge Success Cohort</li> <li>● Club Advisors</li> </ul>	<ul style="list-style-type: none"> <li>● School Site Council rep(s)</li> <li>● Scholarship Committee</li> <li>● Safety Committee</li> <li>● Wellness Committee</li> <li>● Negotiation Team Members</li> <li>● Insurance Committee</li> <li>● Letters of Recommendation</li> <li>● Faculty Club</li> <li>● CCA/CTE Committee</li> <li>● Club Advisors</li> <li>● Subject rep for IEP</li> <li>● Challenge Success Cohort</li> <li>● No Place for Hate Committee</li> </ul>



## **APPENDIX F – November 3, 2023 Tentative Agreement**

**November 3, 2023**

**TENTATIVE AGREEMENT 2023-2024**

**Between**

**Laguna Beach Unified School District**

**And**

**Laguna Beach Unified Faculty Association/CTA/NEA (LaBUFA)**

**The Laguna Beach Unified School District and the Laguna Beach Unified Faculty Association/CTA/NEA (LaBUFA) have reached a tentative agreement for the 2023-2024 that provides for:**

### **ARTICLE 3. Association Rights**

- 3.5 The Association may use school equipment under the District policies, so long as it does not interfere with the regular operation of the school programs.
- ~~3.6 The Superintendent shall place on the agenda of any regularly scheduled Board meeting any matters brought to their attention by the Association, provided that such matters are made known to the Superintendent's office no later than ten (10) days prior to said meeting.~~
- 3.76 The Association shall **have a seat at the dais and** be provided a standing report at each regularly scheduled Board meeting to report on informational matters.
- 3.87 Copies of Board agendas are available electronically on the District website, complete with all supportive data as furnished to Board members.
- 3.98 Upon request, the Association shall be provided, without cost, with a current list of all available names, addresses, and telephone numbers of all District unit members.
- ~~3.109~~ The Board shall not discriminate against any unit member on the basis of membership in the Association or participation in the activities of the Association.
- ~~3.110~~ Unit member application forms and oral interview procedures shall not refer to membership in or preference for the Association.
- ~~3.121~~ The Association shall be granted forty (40) days of leave per year to be utilized at the discretion of the Association. However, this leave shall not be utilized in preparation for, or

the participation in, a work slowdown, work stoppage, and/or strike. The Association shall pay the cost of the substitute.

- 3.132 The unit members permitted to use this leave by the Association shall not lose any accumulated leave earned in others sections of this Agreement.
- 3.143 The Board shall prepare and deliver an electronic copy of this Agreement to each bargaining unit member in the District within forty-five (45) school days after ratification. A physical copy shall be provided for negotiation team members, site representatives, and for each staff lounge in the District. A physical copy will be provided to any unit member upon request to the Human Resources department.
- 3.14 The Superintendent or their designee and Assistant Superintendent of Human Resources shall meet with the President and/or Vice President of the Association at regularly scheduled intervals and at other times as deemed necessary by either party to discuss items of mutual concern.

## **ARTICLE 5. Negotiation Procedures**

- 5.1 The District and the Association are committed to Interest-Based Bargaining (IBB). These techniques have proven to be beneficial in opening lines of communication, sharing information, and building trust. Both sides believe the IBB process has improved the relationship and produces a better collective bargaining agreement.
- 5.2 The District and the Association shall exchange initial bargaining proposals for re-openers and/or a successor agreement and will be placed on the agenda of the next available business meeting. The successor agreement between the District and the Association is final when ratified by the Board of Education and the Association.
- 5.23 For the purpose of a successor agreement, the Association shall select no more than six (6) representatives for the purposes of meeting and negotiating with the District. Each representative shall receive a total allowance of seven (7) days of released time.
- 5.34 Meetings scheduled for the purpose of negotiating shall take place at a mutually agreed upon time and place that is convenient to both parties.
- 5.45 In the event that impasse is declared by both parties, two (2) additional days shall be granted each representative.
- 5.56 If additional days beyond the two (2) provided during impasses are needed, the cost necessary to hire substitute unit members shall be borne by the Association. Any days granted and not used shall be accumulated and available for negotiation with the District. The balance of days will be reported to the Association by the District prior to beginning negotiating the successor agreement.
- 5.67 The District and Association may discharge negotiation procedures through authorized officers, representatives, or sub-committees.



5.78 The District will provide the Association estimates of total income delineating as necessary restricted funds not available for salary increase, proposed expenditures by intermediate object accounts, proposed expenditures for programs defined in the California School Apportionments and Reports. The District will also provide to the Association a copy of any fiscal information relating to the general fund that is used as the basis for discussion or reports at public meetings. Documents shall include but not be limited to:

- 5.78.1 Estimate of Ending Balance
- 5.78.2 Preliminary Budget Manual
- 5.78.3 State Program Accounts
- 5.78.4 J200 Series including Unaudited Actuals
- 5.78.5 Final Adopted Budget Manual
- 5.78.6 J-111 A (Class Size)
- 5.78.7 Auditors' Reports
- 5.78.8 P-1 and P-2 (Attendance Reports)
- 5.78.9 Assessed Valuation Projections
- 5.78.10 J-90

5.89 Upon request by the Association, the District shall furnish the Association with the placement of personnel on the respective salary schedule.

## **ARTICLE 7. Hours**

7.1.2 Professional Work Week: It is recognized that unit members and support personnel normally work more than forty (40) hours per week. The five-day work week for classroom teachers, counselors, student support specialists, and speech-language pathologists shall include a minimum of thirty-five (35) hours on site, except when the state-mandated minimum instructional minutes, inclusive of lunch, breaks, and passing periods, cause the work week to exceed thirty-five (35) hours. The professional work week for nurses, and digital media and library specialists, shall be forty (40) hours on site. Professional responsibilities outlined in 7.7.3, such as adjunct duties, may take place outside of the student instructional day.

### **7.1 Duty Day**

7.2.1 Unit members shall be required to be at their schools or other work sites thirty (30) minutes prior to the beginning of the students' instructional day. ~~except at the High School where the reporting time is fifteen (15) minutes prior to the beginning of the students' instructional day.~~ Management and unit members recognize that some alternative work schedules are necessary to meet student needs.

- 7.2.4 Unit members shall work a professional work day, inclusive of all duties outlined in 7.7. Unit members may leave at the conclusion of the student instructional day, ~~except on modified days~~, as long as the unit members do not have student, parent, or administrative appointments. ~~Secondary teachers may leave at the conclusion of the student instructional day on days when final exams are held.~~
- 7.2.7 Every effort will be made to schedule Individual Education Plan (IEP) meetings, ~~student, parent, or administrative appointments~~ during the ~~student instructional day~~ school day. However ~~at the elementary level~~, in the event IEP meetings extend ~~forty (40)~~ minutes beyond the ~~student instructional day~~ unit member's work day, the unit member will be paid the certificated instructional rate of pay for the time beyond the ~~student instructional day~~ work day.
- 7.2.9 Optional professional development beyond the ~~student instructional day~~ professional work day will be paid at the certificated hourly non-instructional rate.

## 7.1 Preparation Periods

- 7.4.1 Unit members employed full-time at middle school ~~or high school and~~ serving as a classroom teacher for more than four (4) periods shall be assigned one (1) period for preparation and planning.
- 7.4.2 Unit members employed full-time at high school serving as a classroom teacher for more than five (5) periods shall be assigned two (2) periods for preparation and planning. Prep periods shall be assigned one odd number period and one even number period to the extent possible.
- 7.4.23 Unit members employed at elementary schools shall receive a minimum of ~~two hundred twenty (220)~~ minutes per week of student-free preparation and planning breaks for all kindergarten through third (3<sup>rd</sup>) grade teachers, and ~~two hundred sixty (260)~~ minutes per week for fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) grade teachers.
- 7.4.4 Unit members employed full-time who accept an additional period of instruction in lieu of a preparation period do so knowing their preparation time for that period will occur beyond the student instructional day.
- 7.4.25 Teachers shall be responsible for assigned students and may not reassign such responsibility without the approval of the site principal.
- 7.4.6 While it is expected that unit members are on campus a minimum of thirty-five (35) hours per week, unit members are not required to be onsite for the entirety of their preparation period unless required to attend student, parent, administrative appointments, or in cases of circumstances requiring campus supervision for safety (e.g., fire drills, emergency issues, etc.), as long as they are in compliance with the definition of professional work week in Article 7.1.2. Staff who leave campus during the instructional day shall notify the site administrator prior to departing campus.

## 7.7.4 Mandated Training



Each unit member is required to participate in **the mandated trainings as required by law or District Mandated Reporting of Child Abuse Training** annually within the first six weeks of the school year. ~~in accordance with AB 1432.~~ The District will offer multiple **training** opportunities within the unit member's contracted work day **prior to the start of school for staff members to complete the training.** Should a unit member not ~~attend~~ **complete the** training, the unit member will be required to complete the online training modules on a date and/or time that does not interfere with the student instructional day.

## 7.8 Substituting

7.8.1 Unit members ~~at the intermediate or high school~~ shall not normally be required to substitute during their preparation periods except in the event of sudden illness, accident, emergency, or when substitutes are not available. However, if a unit member does provide substitute service during the unit members' conference/planning period, they will receive compensation calculated at the certificated instructional rate **for the exact time they cover the class.**

## 7.12 District Days

The District shall provide eligible **elementary** unit members ~~with two days of release time for collaborative planning aligned to LCAP goals and/or elementary report cards.~~ **Eligible unit members shall be provided three district days annually (one per trimester) for completing elementary report cards.** The District shall provide eligible **secondary** unit members with two days of release time for collaborative planning aligned to LCAP goals. An eligible **elementary or secondary** unit member is a teacher of record with a class roster or a teacher responsible for grade submission.

~~7.12.1 An eligible **elementary or secondary** unit member is a teacher of record with a class roster or a teacher responsible for grade submission.~~

~~7.12.2~~ 7.12.21 District days shall be on site or at another district location with approval of the immediate supervisor, but eligible unit members shall not be required to perform student contact services. **Eligible unit members may not use a day adjacent to a holiday or vacation period for this purpose. Eligible unit members may opt out of district days and will be compensated at the substitute rate of pay within thirty (30) days of the end of the school year.**

~~7.12.3~~ 7.12.3 2 Eligible **secondary** unit members shall take district days as follows:

- Eligible **secondary unit** members ~~in grades 6 through 12~~ shall schedule each district day as a department for collaborative planning as determined by department member(s).
- ~~• Individual unit members may opt out of district days.~~
- Eligible **secondary unit** members must use one of the two days before the end of the first semester. ~~Eligible elementary members are allotted one day per trimester.~~

- ~~Eligible unit members may not use a day adjacent to a holiday or vacation period for this purpose.~~
- At the secondary level, the site administrator shall distribute a calendar posted to allow eligible unit members and departments to schedule their days prior to September 30 for first semester and February 15 for second semester.
- ~~Eligible unit members who do not use their days will be compensated at the substitute rate of pay within 30 days of the end of the school year.~~

## **ARTICLE 8. Class Size**

8.1 The maximum class size shall not exceed the following levels:

8.1.1	Kindergarten, 1-3	25
8.1.2	Grades 4 and 5	33
8.1.3	Grades 6-8	34
8.1.4	Grades 9-12	36

8.1.5 The District retains the right to waive the maximum in two classes at the middle school (not to exceed 38) and two classes at high school (not to exceed 38).

8.1.6 The maximum students rostered to a unit member at one time for high school teachers shall not exceed one hundred eighty (180) except those programs that are excluded in 8.3. Additional sections beyond a one hundred percent (100%) contract are excluded from this calculation.

8.3 Excluded from the computation of maximum class size are students and unit members for the following programs:

- 8.3.1 Physical Education
- 8.3.2 Music
- ~~8.3.3 Computer~~
- 8.3.4 ~~Team~~ Co-Teaching
- 8.3.5 ~~4~~ Special Education Classes
- 8.3.6 ~~5~~ Other similar situations

8.4 The maximum average class size at any site shall be 30:1. Excluded from the computation of averages are the classes noted above. ~~plus library science or student aides.~~

8.5 It is understood by the parties that at the secondary level, class size shall be computed by adding the number of students in all regular classroom sections (exclusive of those listed above and applicable class size reduction programs) and dividing by the number of classroom sections.

8.6 The site administration and staff will cooperatively develop the master schedule to meet the mutual interest of having balanced classes and meeting the academic and social-emotional needs of students, as best as possible, subject to the final approval of the principal.

- 8.67** Specialist services will be provided during this Agreement according to the following ratios:
- 8.67.1 District Nurse, 1:1,800
  - 8.67.2 Elementary School Counselor, 1:700
  - 8.67.3 Middle School Counselor, 1:450
  - 8.67.4 High School counselor, 1:450
  - 8.67.5 The education specialist caseloads shall be staffed at an average of 20:1 per school site (the elementary SAI self-contained classes will not be included when calculating the elementary caseload average nor be eligible for salary points for the purpose of this article). Should the site caseload exceed this ratio, each education specialist at the school site will receive one salary point for each month the site is over the caseload average.
  - 8.67.6 The average caseload for a speech and language specialist shall not exceed 55 cases. The maximum caseload for a speech and language specialist providing services exclusively to preschool students shall not exceed a count of 40.
- 8.78** The prescribed ratios stated above specify the minimum counselors to be employed. The District reserves the right to adjust these ratios in cases where a loss of finances occurs or a planned reduction or elimination of services becomes necessary.
- 8.89** Education specialists shall meet and confer with **site and district** administration to distribute caseloads **and additional assessments** equitably **subject to the final approval of principal and/or director**.
- 8.9.1 **When possible, within the first four (4) weeks of the school year, students who do not currently attend the District (e.g., settlement cases and non-public schools) who have evaluations due that year will be shared with each school site responsible for that assessment.**
- 8.910** The District shall make reasonable efforts to equitably distribute students with Individual Education Programs and students with Section 504 of the 1973 Rehabilitation Act Accommodation Plans among general education teachers with consideration given to previous assignments.
- 8.910.1 Administration shall meet, upon request, with affected unit members and/or grade level or departments to discuss equitable placement of students identified in 8.9.

## **ARTICLE 11. Evaluation**

### **11.5 Formal Evaluation of Permanent Unit Members**

#### **11.5.1 Schedule of Evaluation for Permanent ~~Teachers~~ Unit Members**

<b>Date of Last Evaluation</b>	<b>Next Evaluation for Permanent Teachers in 11.3</b>	<b>Next Evaluation for teachers eligible under 11.3.1</b>
<del>2019-2020</del>	<del>2021-2022</del>	<del>2022-2023</del>
2020-2021	2022-2023	2023-2024



2021-2022	2023-2024	2024-2025
2022-2023	2024-2025	2025-2026
2023-2024	2025-2026	2026-2027
2024-2025	2026-2027	2027-2028

### 11.5.2 Goal-Setting

Each year, prior to October 15, ~~unit members~~ ~~teachers~~ will develop personalized goal(s) for the upcoming school year. ~~Unit members~~ ~~Teachers~~ due for formal evaluations should complete the first three sections of the Formal ~~Unit Member~~ ~~Teacher~~ Evaluation focused on goal-setting.

Prior to the reflective conversation meeting, the ~~unit member~~ ~~teacher~~ may use the reflection resources in the appendix to assist in reflection and goal development.

For the ~~unit members~~ ~~teachers~~ who aren't being formally evaluated, the annual goal setting form is to establish areas in which the ~~unit members~~ ~~teacher~~ wishes to pursue professional growth and research in the classroom setting.

The ~~unit member~~ ~~teacher~~ may revise the unit member goal(s) at any point during the process. Should the evaluator identify areas of concern or specific areas of focus, the evaluator shall provide written notice to the ~~unit member~~ ~~teacher~~ of the specific area(s) to be addressed in the evaluation process.

### 11.5.3 Reflective Conversation

Prior to November 1, principals will meet with ~~unit members~~ ~~teachers~~ regarding the goal(s). The purpose of the meeting is to have a reflective conversation regarding the ~~unit member's~~ ~~teacher's~~ goals, identify ways in which the evaluator will support the ~~unit member~~ ~~teacher~~, and in the event concerns exist, to identify additional areas of concern or focus.

The ~~unit member~~ ~~teacher~~ will submit a copy to the evaluator no later than two days prior to the reflective conversation meeting. The evaluator will complete the unit member section of the goal-setting portion of the form to identify support offered to the ~~unit member~~ ~~teacher~~ as well as identifying any additional areas of concern or focus.

While a ~~unit member~~ ~~teacher~~ is not required to have a reflective conversation with the evaluator on a non-evaluation year, ongoing communication is ideal for continued growth. Ongoing reflective conversations with peers is expected.

### 11.5.4 Formal Observations

Formal Observations shall be at a mutually agreed-upon time, with every effort made by the evaluator to maintain the appointment. In the event of an unavoidable change, the evaluator would re-schedule with the evaluatee. Formal observations for permanent ~~unit members~~ ~~teachers~~ shall be conducted by March 1.



Prior to the Formal Observation, the Observation Form will be completed by the **unit member teacher** and submitted to the evaluator. The purpose of this step is to give the evaluator information regarding the focus of the observation, instructional strategies the **unit member teacher** plans to employ during the lesson, context for the class or lesson, and the lesson's place in the larger unit of instruction. The Observation Form shall be submitted no later than two school days prior to the scheduled Formal Observation.

The evaluator will conduct one formal observation of the **unit member teacher**. The Formal Observation takes place for a lesson mutually agreed upon by the evaluator and **unit member teacher**. The evaluator uses the **unit member's teacher's** Observation Form to record comments and suggested areas of growth based on the lesson observed.

A conference between the **unit member teacher** and the evaluator will be scheduled within one week of the evaluator's formal observation of the **unit member's teacher's** classroom. During this conference the evaluator and **unit member teacher** will discuss the evaluator's observation of the classroom lesson and the **unit member's teacher's** reflection on the lesson the unit member delivered.

Any concerns on the part of the evaluator should be identified and addressed at this time and an additional observation can be scheduled through mutual agreement as appropriate.

#### 11.5.5 Mid-Year Reflective Conversation

Each year, between January 1 and February 28, principals will meet with **unit members teachers** due for a mid-year progress discussion regarding the **unit member's teacher's** goal(s). The purpose of the meeting is to have a reflective conversation regarding the goals, any revisions made, and/or identify additional or different ways in which the evaluator will support the **unit member teacher**, and in the event they exist, to identify additional areas of concern or focus. The date of this meeting is recorded on the Formal Evaluation Form.

#### 11.5.6 Self-Evaluation and Final Evaluation Meeting with the Evaluator

After the formal observation, subsequent post-observation conference, and mid-year progress discussion are completed the evaluator and **unit member teacher** will schedule a final evaluation conference. The formal evaluation should be scheduled between April 1 to May 15, unless the **unit member teacher** has received a Performance Improvement Plan, in which case the formal evaluation should be held between May 1 and May 15. The **unit member teacher** will complete the self-reflection portion of the Final Evaluation form. The evaluator will complete the remainder of the Final Evaluation form and review with the **unit member teacher**. The evaluator is expected to focus on the **unit member's teacher's** focus area/goal(s), however, feedback and discussion may take place around any of the six CSTPs as proficiency in all of the standards is the goal of a professional educator. For temporary or probationary **unit members teachers**, the evaluator shall evaluate all six CSTPs, the district's standard 7, in addition to progress on the focus areas.

The evaluator will consider the **unit member's teacher's** proficiency with the CSTPs. A **unit member teacher** may make growth in their focus area, but may struggle with a particular CSTP or district standard 7. The evaluator shall provide notice to the **unit member teacher** of any identified concern as quickly as possible after the concern has been identified, as

well as support expectations to correct the concern. Should the **unit member teacher** not demonstrate proficiency in all CSTPs by the final evaluation, the evaluator may refer the **unit member teacher** to the Performance Improvement Plan process. Should the **unit member teacher** choose to formally respond to the evaluation, the **unit member teacher** may submit a written response that will be included with the evaluation.

### 11.5.7 Performance Improvement Plan

The need for a Performance Improvement Plan is determined by the evaluator and shall be reviewed with the **unit member teacher** no later than March 1. Either the administrator or the **unit member teacher** may request support from a mutually agreed upon peer **unit member teacher** as part of the performance improvement process. Confidentiality shall be maintained among the administrator, **unit member teacher**, and peer **unit member teacher**. The role of the peer **unit member teacher** is supportive, not evaluative. The administrator may allocate additional assignment hours at the certificated non-instructional rate of pay for the peer **unit member teacher**. The administrator shall establish the approved number of hours at the commencement of the support. A **unit member teacher** on a PIP shall receive the final evaluation conference between May 1 and May 15. The **unit member teacher** will be formally evaluated using the standards-based evaluation process focused on the CSTPs and district standard 7. Progress toward the expectations set forth in the PIP shall be reviewed at each reflective conversation during the second evaluation year.

## 11.6 Formal Evaluation of Temporary and Probationary Teachers

Formal evaluations of temporary and probationary **unit members teachers** shall be conducted every year and shall focus on all six California Standards for the Teaching Profession (CSTP) plus the District-Adopted Standard Seven: Professional Expectations.

### 11.6.1 Goal-Setting

Each year, prior to October 15, **unit members teachers** will develop personalized goal(s) for the upcoming school year. **Unit members Teachers** due for formal evaluations should complete the first three sections of the Formal **Unit Member Teacher** Evaluation focused on goal-setting.

Prior to the reflective conversation meeting, the **unit member teacher** may use the reflection resources in the appendix to assist in reflection and goal development.

For **unit members teachers** who aren't being formally evaluated, the annual goal setting form is to establish areas in which the **unit member teacher** wishes to pursue professional growth and research in the classroom setting.

The **unit member teacher** may revise their goal(s) at any point during the process. Should the evaluator identify areas of concern or specific areas of focus, the evaluator shall provide written notice to the **unit member teacher** of the specific area(s) to be addressed in the evaluation process.

### 11.6.2 Reflective Conversation



Prior to November 1, principals will meet with ~~unit members~~ ~~teachers~~ regarding the goal(s). The purpose of the meeting is to have a reflective conversation regarding the ~~unit member's~~ ~~teacher's~~ goals, identify ways in which the evaluator will support the ~~unit member~~ ~~teacher~~, and in the event they exist, to identify additional areas of concern or focus.

The ~~unit member~~ ~~teacher~~ will submit a copy to the evaluator no later than two days prior to the reflective conversation meeting. The evaluator will complete their section of the goal-setting portion of the form to identify support offered to the ~~unit member~~ ~~teacher~~ as well as identifying any additional areas of concern or focus.

### 11.6.3 Formal Observations

Formal Observations shall be at a mutually agreed-upon time, with every effort made by the evaluator to maintain the appointment. In the event of an unavoidable change, the evaluator would re-schedule with the evaluatee. Two formal observations for temporary and probationary ~~unit members~~ ~~teachers~~ shall be conducted between November 15 and February 15, the first of which shall be conducted before winter break.

Prior to the Formal Observation, the Observation Form will be completed by the ~~unit member~~ ~~teacher~~ and submitted to the evaluator. The purpose of this step is to give the evaluator information regarding the focus of the observation, instructional strategies the ~~unit member~~ ~~teacher~~ plans to employ during the lesson, context for the class or lesson, and the lesson's place in the larger unit of instruction. The Observation Form shall be submitted no later than two school days prior to the scheduled Formal Observation.

Formal observations take place for a lesson mutually agreed upon by the evaluator and ~~unit member~~ ~~teacher~~. The evaluator uses the ~~unit member's~~ ~~teacher's~~ Observation Form to record comments and suggested areas of growth based on the lesson observed.

A conference between the ~~unit member~~ ~~teacher~~ and the evaluator will be scheduled within one week of the evaluator's formal observation of the ~~unit member's~~ ~~teacher's~~ classroom. During this conference the evaluator and ~~unit member~~ ~~teacher~~ will discuss the evaluator's observation of the classroom lesson and the ~~unit member's~~ ~~teacher's~~ reflection on the lesson the unit member delivered.

Any concerns on the part of the evaluator should be identified and addressed at this time and an additional observation can be scheduled through mutual agreement as appropriate.

### 11.6.4 Mid-Year Reflective Conversation

Each year, between December 15 and January 15, principals will meet with ~~unit members~~ ~~teachers~~ due for a mid-year progress discussion regarding the ~~unit member's~~ ~~teacher's~~ goal(s). The purpose of the meeting is to have a reflective conversation regarding the goals, any revisions made, and/or identify additional or different ways in which the evaluator will support the ~~unit member~~ ~~teacher~~, and in the event they exist, to identify additional areas of concern or focus. The date of this meeting is recorded on the Formal Evaluation Form.

### 11.6.5 Self-Evaluation and Final Evaluation Meeting with the Evaluator



After the formal observation, subsequent post-observation conference, and mid-year progress discussion are completed the evaluator and ~~unit member~~ ~~teacher~~ will schedule a final evaluation conference. The formal evaluation should be scheduled between February 1 and February 28. The ~~unit member~~ ~~teacher~~ will complete the self-reflection portion of the Final Evaluation form. The evaluator will complete the remainder of the Final Evaluation form and review with the ~~unit member~~ ~~teacher~~. The evaluator shall evaluate all six CSTPs, the district's standard 7, in addition to progress on the focus areas.

The evaluator will consider the ~~unit member's~~ ~~teacher's~~ proficiency with the CSTPs. A ~~unit member~~ ~~teacher~~ may make growth in their focus area, but may struggle with a particular CSTP or district standard 7. The evaluator shall provide notice to the ~~unit member~~ ~~teacher~~ of any identified concern as quickly as possible after the concern has been identified, as well as support expectations to correct the concern. Should the ~~unit member~~ ~~teacher~~ not demonstrate proficiency in all CSTPs by the final evaluation, the evaluator may refer the ~~unit member~~ ~~teacher~~ to the Performance Improvement Plan process.

Should the ~~unit member~~ ~~teacher~~ choose to formally respond to the evaluation, the ~~unit member~~ ~~teacher~~ may submit a written response that will be included with the evaluation.

#### 11.6.6 Performance Improvement Plan

The need for a Performance Improvement Plan is determined by the evaluator by the final evaluation meeting. Either the administrator or the ~~unit member~~ ~~teacher~~ may request support from a mutually agreed upon peer ~~unit member~~ ~~teacher~~ as part of the performance improvement process. Confidentiality shall be maintained among the administrator, ~~unit member~~ ~~teacher~~, and peer ~~unit member~~ ~~teacher~~. The role of the peer ~~unit member~~ ~~teacher~~ is supportive, not evaluative. The administrator may allocate additional assignment hours at the certificated non-instructional rate of pay for the peer ~~unit member~~ ~~teacher~~. The administrator shall establish the approved number of hours at the commencement of the support. The PIP shall be reviewed with the ~~unit member~~ ~~teacher~~ within two weeks after the final evaluation. The ~~unit member~~ ~~teacher~~ will be formally evaluated the subsequent year using the evaluation process that is focused on the CSTPs and district standard 7. Progress toward the expectations set forth in the PIP shall be reviewed at each reflective conversation during the second evaluation year.

## ARTICLE 12. Leaves

12.4 When unit members are going to be absent from duty, they shall follow the directions as supplied by the District Office each school year which states:

- ~~When a substitute is required, Leave is deducted in three and a half (3.5) hour (AM or PM half days) or seven (7) hour increments (full day).~~
- ~~In situations of emergency or short-term nature of less than thirty (30) minutes, unit members may mutually agree to cover the assignment upon notice provided to the school office. Should this occur on a regular basis, the site administrator may require approval of such agreements. In unavoidable or in emergency situations when unit members are required to leave less than 30 minutes early, unit members will notify~~



supervisors to arrange coverage. This leave will not be deducted from an employee's leave bank.

- ~~Leave that does not require substitute coverage will be deducted in one (1) hour increments.~~
- A unit member's absence in the absence management system needs to match the number of contracted hours (see 7.1.2), inclusive of preparation time, that the employee will be off campus.

12.5.10 When an employee exhausts all of their sick time and does not qualify for extended illness leave, any future unrelated personal illness absences will be paid at the differential rate with proof of a doctor's note. Any other absences will be marked as unpaid leave.

## 12.6 Extended Illness Leave

12.6.1 If a unit member has utilized all accumulated sick leave and remains absent from duties on account of illness or accident for a period of five (5) school months or less, the amount deducted from the unit member's monthly salary shall not exceed the district's long term substitute rate of pay during the unit member's absence or, if no substitute was employed, the amount that would have been paid to a substitute. The District shall make every reasonable effort to secure the services of a substitute employee if it is deemed necessary.

## 12.14 Family Medical Leave Act/California Family Rights Act

12.14.1 The District will grant unpaid family and medical leave to eligible unit members in accordance with the provisions of the Federal Family and Medical Leave Act of 1993 (FMLA). In accordance with FMLA, the District will grant up to twelve (12) work weeks of unpaid family and medical leave with continuation of existing District-paid health and welfare benefits to eligible unit members for the birth, adoption, or foster care placement of a child with the unit member, or for care of the unit member, unit member's child, spouse, designated person, or parent with a serious health condition. A unit member is eligible for this leave if the unit member has worked for the District for a total of at least twelve (12) months and has worked at least one thousand two hundred fifty (1,250) hours over the previous twelve (12) months.

12.14.2 For purposes of this article, "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family member relationship. Employees are limited to one (1) Family Care and Medical Leave of absence for a designated person per 12-month period.

## **ARTICLE 17. School Calendar**

17.2 The calendar will include 197 days of duty for counselors, digital media specialists, student support specialists and nurses. The calendar will include 211 days of duty for coordinators.

17.3 A Minimum days will be scheduled for Back-to-School night, Open House night, and Elementary conferences.

## ARTICLE 18. Salary Schedule

- 18.3 The basis of the salary schedule is a point system. The value of ~~\$247.6735.88~~ shall be awarded for school year ~~20232-20243~~ (refer to Appendix A). On the Counselor Salary Schedule (refer to Appendix A), the value of ~~\$261.0748.64~~ shall be awarded for school year ~~20232-20243~~. On the Nurse Salary Schedule (refer to Appendix A), the value of ~~\$298.3684.15~~ shall be awarded for school year ~~20232-20243~~. **On the Coordinator Salary Schedule (refer to Appendix A), the value of \$319.40 shall be awarded for school year 2023-2024.** An additional five points will be added to a unit member's salary after completion of 16 years of service and an additional 20 points will be added after completion of 23 years of service
- 18.5 In cases where a unit member's monthly paycheck is less than the amount due, the Business Office will issue the difference in the form of a revolving cash check within twenty-four (24) hours. ~~When an overpayment occurs, an adjustment will be made on the following monthly payment unless the unit member makes the correction prior to the next pay period.~~ **When an overpayment occurs, the Business Office will notify the unit member of the overpayment, and the unit member will have 30 day(s) to provide a response before the Business Office commences recoupment actions. If the unit member submits a response prior to the next pay period, the District will consider the response and determine whether recoupment is appropriate. If the unit member does not respond within 30 day(s), the unit member has no objection to recoupment, or if the District otherwise determines recoupment is appropriate, the Business Office will make the appropriate adjustment through a payroll deduction covering at least the same number of pay periods in which the error occurred. Payroll deductions shall not exceed 25 percent of the unit member's net disposable earnings for each payroll amount.**
- 18.6 Direct student hourly instruction rate of pay shall be ~~\$57.354.62~~ per hour (includes grading of student work not on the teacher's roster) and other district-approved work performed by a bargaining unit member on a voluntary basis shall be paid at an hourly rate of ~~\$50.1947.80~~.

Summer School pay shall be as follows:

<u>Years of LBUSD Experience</u>	<u>Hourly Rate</u>
1-5	<del>\$57.354.62</del>
6-15	<del>\$64.521.45</del>
16-21+	<del>\$71.7268.30</del>

These hourly rates of pay shall be increased each school year by the same percentage increase as is applied to the Certificated Unit Member Salary Schedule.

- 18.9 **Step advancement on the salary schedule occurs once the unit member works at least seventy-five (75%) of the work year. See Article 12.13.9 for pregnancy disability leave.**

## ARTICLE 19. **Fringe Benefits**

- 19.1 The District agrees to provide certificated employees **on a sixty (60) percent contract or greater,** and their dependents, medical, dental, life and vision (life and vision for employees only) insurance up to the district cap specified in 19.2.



19.6.4 It shall be the unit member's responsibility to make the over-the-cap fee and dependent premium payment to the Business Office by the 10<sup>th</sup> of each ~~school~~ month. Default of two consecutive monthly payments shall result in the immediate termination of coverage. The District shall not assume the responsibility of reminding the retiree of premiums due.

## **APPENDIX A – Certificated Unit Member Salary Schedule**

A.4 The basis of this salary schedule is a point system. For ~~2023-2024~~ ~~2022-2023~~, each **certificated salary schedule has a point has a value of as follows:**

\$ <del>247.67</del> <del>235.88</del>	Teacher/Speech Language Pathologist
\$261.07	Counselor/Student Support Specialist
\$298.36	Nurse/Digital Media and Library Specialist
\$319.40	Coordinator

### A.4.4 Experience Credit

A.4.4.1 A minimum salary of:

\$ ~~71,083~~ ~~67,697~~ for ~~2023-2024~~ ~~2022-2023~~ will be granted to a unit member without teaching experience.

A.4.4.2 A one-half year experience increment shall be granted to those unit members serving in the District one-half or more of a school year. Such experience must have been gained beginning with the 1967/68 school year. A full year intern unit member shall receive one-half year credit on this schedule. **Please note, effective July 1, 2023, no additional employees will be assigned to the half yearly salary schedule. In July 2025, any remaining unit members on the half yearly salary schedule will be transitioned to the yearly salary schedule.**

A.4.6 **Professional Growth.** The District has made provision for incentive to encourage directed professional growth. It is the District's intention that activity used from credit under this section be directed to the growth of the unit member related to their area of assignment. The school principal will be the recommending agent. The District will recognize 20 points for an approved program earned by completion of college classes, attendance at workshops, conferences and conventions focused on the District's strategic goals and ~~Common Core~~ State Standards for which there is no District financial support and through an approved education travel program. **Proof of completion of pre-approved professional growth activities from Sept 16 of the prior year to Sept 15 of the current year must be submitted by Nov 30 to Human Resources for application to the current year's salary.**

### A.4.7 General Conditions:

A.4.7.1 Units earned under this section may not be used for credit in A.4.3 of this schedule, ~~but may apply as hurdle requirements under A.5.2.~~

(a) Requests for professional growth units shall be submitted **to the site principal for pre-approval.** ~~for recommendation by the Professional~~

Growth Committee and Final approval will be made by the Assistant Superintendent of Human Resources.

- (b) Compensation for professional growth units shall be awarded on the next contract following the completion of the activity and shall remain a permanent factor in computing a unit member's salary.

#### ~~A.5 Special Provisions~~

~~A.5.1 Changes in Classification. Changes in classification must be made by May 1 of each year based on unit credits earned or in progress during a current semester or quarter. These courses must terminate on June 30, and must be officially certified by a written statement from the employee.~~

~~It is the unit member's responsibility to see that official transcript or records are filed in the Human Resources Office by the deadline. Salary adjustment for reclassification of courses completed by September 15 shall be computed during the month of November for the December 1 paycheck, such payment shall be retroactive to the first of the year.~~

#### ~~A.5.2 Hurdle Requirements (Increments)~~

~~A.5.2.1 By May 1 of the third year of service with the District and by May 1 of each fourth year of service thereafter, each unit member shall file in the Human Resources Office official transcripts showing completion of six (6) semester units of lower division work OR four (4) semester units of upper division or graduate work in order to receive an increment on the salary schedule for the following school year.~~

~~A.5.2.2 Courses in progress during the spring semester or quarter and terminating on June 30 may be officially certified by a written statement from the unit member.~~

~~A.5.2.3 Travel or other evidence of professional advancement may be substituted for four of the six semester units of lower division work, subject to prior approval by the Superintendent.~~

~~A.5.2.4 If a unit member meets the hurdle requirements by the due date for submission, they will be placed at their appropriate experience level beginning with the following year.~~

#### ~~A.5.3 Limitations~~



A.5.3.1 Fifteen (15) unit points must be earned before credit is given for more than six (6) years' experience.

A.5.3.2 Thirty (30) unit points must be earned before credit is given for more than eight (8) years' experience.

A.5.3.3 Forty five (45) unit points must be earned before credit is given for more than ten (10) years' experience.

Upon receiving unit points needed to fulfill the requirements delayed by the above limitation, full experience credit shall be granted.

### EXPERIENCE

Years	1	2	3	4	5	7	8	9	10	11
Units										
1-15										
15-30										
30-45										
45-60										

A.6 **Doctorate Degree.** A unit member with an earned Doctorate Degree from an accredited institution and registered in the Superintendent's Office prior to the beginning of the current school year shall receive \$2,500 over and above his the unit member's placement on the salary schedule. **Official transcripts must be submitted to Human Resources by November 30.**

A.7 **Long-Term Substitute Pay.** Pay for long term substitute unit members and temporary unit members who assume full responsibility of the regular unit member is as follows:

\$220.00 per day for **2023-2024** ~~2022-2023~~

## CERTIFICATED SALARY SCHEDULE CALCULATION EXAMPLES

Credit for 5 years of experience is the maximum allowed teachers new to the District.

Point/Unit Value = <del>\$235.88 (2022-2023)</del> (2023-2024)	
<del>\$247.67</del>	Teacher/Speech Language Pathologist
<del>\$261.07</del>	Counselor/Student Support Specialist
<del>\$298.36</del>	Nurse/Digital Media and Library Specialist
<del>\$319.40</del>	Coordinator

<u>Example 1:</u> B.A. + 3 years of experience	339.0 points
30 graduate semester units	30.0 units
Master's Degree	<u>21.0 points</u>
	<del>390 total points/units x \$247.67</del> 390 total points/units x <del>\$235.88</del> = <del>\$96,591</del> <b>\$96,591,993</b>

Example 2 is another method of computing figures used in Example 1:

<u>Example 2:</u> B.A. + 3 years of experience	339.0 points x <del>\$247.67</del> <b>\$235.88= \$83,960</b>
30 graduate semester units	30.0 units x <del>\$247.67</del> <b>\$235.88= \$ 7,430</b>
Master's Degree	<u>21.0 points x <del>\$247.67</del><b>\$235.88= \$ 5,201</b></u>
	<b>TOTAL: \$96,591,993</b>

<u>Example 3:</u> B.A. + 10 years of experience	458.0 points
44 graduate semester units	44.0 units
Master's Degree	<u>21.0 points</u>
	<del>523.0 total points/units x \$247.67</del> 523.0 total points/units x <del>\$235.88</del> = <del>\$129,531</del> <b>\$129,531,365</b>

Example 4 shows an individual frozen at Range 1, Step 6 because of lack of graduate units to advance:

<u>Example 4:</u> B.A. + 8 years of experience	385.5 points
14 graduate semester units	<u>14.0 units</u>
	<del>399.5 points/units x \$247.67</del> 399.5 points/units x <del>\$235.88</del> = <del>\$98,944</del> <b>\$98,944,234</b>

Example 5 shows an individual without a Master's Degree, which limits allowable number of graduate units:

<u>Example 5:</u> B.A. + 14 years experience	494.5 points
60 graduate semester units	<u>55.0 units</u> (55 maximum without M.A. Degree)
	<del>549.5 points/units x \$247.67</del> 549.5 points/units x <del>\$235.88</del> = <del>\$136,095</del> <b>\$136,095,29,616</b>

After an employee has been hired by the District, the District will recognize 20 points for an approved program earned by completion of college classes, attendance at workshops, conferences and conventions, **or through an approved education travel program** focused on the District's strategic goals and **Common Core** state standards for which there is no District financial support **and**.

<u>Example 6:</u> <del>B.A.</del> + 20 years of experience	546.0 points
64 graduate semester units	64.0 units
Master's Degree	21.0 points
<b>16 Year Longevity</b>	<b>5.0 points</b>
Professional Growth Points/Units	<u>14.0 points</u>
	<del>650 total points/units x \$247.67</del> 650 total points/units x <del>\$235.88</del> = <del>\$160,986</del> <b>\$160,986,52,143</b>

<u>Example 7:</u> <b>M.A.</b> + 23 years of experience:	566.0 points
64 graduate semester units:	64.0 units
Master's Degree	21.0 points
<b>16 Year Longevity</b>	<b>5.0 points</b>
<b>20 Year Longevity</b>	<b>20.0 points</b>
Professional Growth Points/Units:	<u>14.0 points</u>
	<del>690 total points/units x \$247.67</del> 690 total points/units x <del>\$235.88</del> = <del>\$170,892</del> <b>\$170,892,56,960</b>





**Longevity Bonus:** After 16 years of experience, add five points to the annual salary amount at any step. After 23 years of experience, add 20 points to annual salary amount at any step.

Board Approved: June 23, 2022

The following clarifying language will be added to the updated salary schedules in the 2023-2024 contract:

Teacher, Teacher Half Yearly, Counselor/Student Support Specialist: Unit members are required to be onsite for a minimum of thirty-five (35) hours onsite per week.

Nurses/Digital Library Media Specialists and Coordinators: Unit members are required to be onsite for a minimum of forty (40) hours onsite per week.

## **APPENDIX B – Athletic Stipends**

### **B.1 Stipends**

Stipend indicated in Appendix B is paid for regular season only. The percentage is based on Range 1/Step 1 of the Teacher Salary Schedule.

### **B.2 Length of Season**

Length of season is based on current CIF Blue Book dates. In the event a season extends over a vacation period, those weeks are counted, if the team either practices or performs during the vacation period. The regular season stipend does not include post-season CIF weeks.

### **B.3 Coaching Periods**

Availability of coaching periods shall be determined by the site administrator with input from ~~with~~ the District Athletic Administrator. Should a coaching period be made available to a unit member, the period shall be part of the unit member's regular schedule (i.e. cannot be a 6/5 additional assignment). Coaches who coach at the site where they teach are eligible for coaching periods, should coaching periods be available. This includes unit members, but excludes classified personnel and walk-on coaches. Coaches who receive a coaching period receive the regular stipend indicated in Appendix B.

**B.4** Unit members who are not assigned a coaching period receive the increased stipend in accordance with Appendix B. This does not pertain to other contracted district employees (classified and confidential) or walk-on coaches.

### **B.5 Longevity**

Longevity bonus of 5% of the stipend earned shall be offered to coaches with five (5) years of coaching service. Longevity bonus of 10% of the stipend earned shall be offered to coaches with ten (10) years of coaching service. Longevity bonus of 15% of the stipend earned shall be offered to coaches with fifteen (15) years of coaching service. Longevity is calculated on the number of years as a coach for the district. Years of service as a coach do not have to be consecutive. Unit members and contracted district employees (classified and confidential) are eligible for coaching longevity bonuses.

**B.6** Coaches who coach more than one sport are eligible for one multi-sport bonus of 5% of the largest stipend earned, provided they are the head coach for at least one sport. This does not apply to coaches of the girls and boys teams of the same sport in the same season.

**B.7** Coaches who are the varsity head coach for both boys and girls teams of the same sport (E.G. cross country, track, swimming) receive one stipend and the same season bonus of 20% of the stipend. **This is intended for sports who practice together as a recognition of the additional duties associated with running two sports concurrently.**

**B.8** Out of season/CIF pay

Out of season or CIF playoff pay, regardless of funding source, is assigned on a per week basis, and is calculated as follows using the following formula: **ten percent (10%) of the in-season stipend per week of participation.**

~~(stipend earned/weeks in regular season) x number of out of season weeks = out of season pay~~

Marching Band Director and Cheer Coach are also eligible for CIF playoff pay as calculated above.

#### **B.9 Reapportionment of Coaching Stipends**

Reapportionment requests shall be submitted in writing by the site administrator and District Athletic Administrator and approved by the Superintendent or designee. The term of approval shall be for one season unless otherwise indicated. The total value of the reapportioned stipends shall not exceed the value of the original stipend.

The following stipend changes have been agreed to and will be reflected in the Athletic Coaching Stipend List attached to the 2023-2024 contract:

- Reduce the boy's sand volleyball head coach/assistant coach stipend from 8%--5.4% to 5.4%--3.8% due to the sport not competing at the CIF level.
- Add the new CIF sport of girl's flag football with one head coach and two assistant coach stipends at 8%--5.4%.
- Increase the surf head coach stipend from one to two.
- Increase the wrestling head coach stipend from one to two.

## **APPENDIX C – Academic Stipends**

#### **C.5 Site Discretionary Flexible Pools**

To provide flexibility for school-initiated programs, individual schools may use the established "flexible pool" of stipends for school-specific positions. Flexible pool requests shall be submitted in writing by the site administrator after consultation with department or grade level chairpersons, and approved by the Superintendent or designee.

#### **C.6 MTSS Flexible Pool (40%)**

To provide flexibility to the multi-tiered systems of support at each school site, individual school may use the established "flexible pool" of stipends for MTSS related initiatives. This can include but is not limited to the following positions: behavior lead, academic lead, intervention lead, tutorial/advisement lead, attendance lead, etc. Unit members and site administration will work collaboratively to develop the MTSS stipend positions at their respective sites.

### **Stipend Descriptions**

#### **GATE Site Coordinator**

*Recommended: GATE Certification*

- ~~Coordinate/write the quarterly site newsletter articles to support District GATE Coordinator.~~
- Host parent GATE meetings in September and May.
- Organize and coordinate site ILP (Individual Learning Plan) meetings with the cluster teachers.
- Maintain a student GATE folder and collect pertinent information including yearly ILP.
- Organize ~~and facilitate~~ optional after school GATE class
- Manages annual GATE testing and parent notification at the site level.
- Assist District GATE Coordinator ~~Keep and update~~ with updating school's data of identified GATE students (Google Sheet, Student Cumulative Folders, Aeries).



- Attend District GATE meetings

### Department or Grade Level Chair

*Minimum requirements: Department and Grade Level Chairpersons shall be assigned on a rotation cycle of no more than two (2) years. A unit member may decline the rotation. Department and Grade Level Chair meetings may occur up to twice per month.*

- Provide site-level leadership in conjunction with the District curriculum process.
- Attend site leadership team meetings, representing the teachers in the department or grade-level.
- Chair regularly scheduled department or grade-level meetings, including setting agendas and keeping minutes.
- May work with the principal on department or grade level budgets.
- Share information with department or grade-level teachers, i.e., staff development opportunities, District curriculum efforts, pertinent research, etc.
- **Coordinate** **Assist with** student competitions and awards programs in the content area.
- Work closely with **library appropriate** staff to see that educational materials are available to meet student needs.
- Provide orientation for department or grade-level teachers and student teachers.
- Act as a SSC contact person (Chairperson does not have to be a member of School Site Council).
- Plan, with the administration, staff development opportunities for program improvement in targeted areas.
- Participate in the selection of curricular-area personnel.
- Provide input to administration on student placement in courses and grade levels.
- Assist with testing preparation and coordination.
- Oversee and adjust department policies, curriculum, and the development of course pacing guides.

### School Site Council Coordinator

*Minimum requirements: None*

The School Site Council (SSC) **Coordinator** **Facilitator** is responsible for arranging the work of the School Site Council to fulfill its role in pursuing its purpose:

#### **The SSC facilitator will:**

- Know, follow and, when necessary, revise the bylaws
- Maintain a full SSC by conducting elections for the positions as necessary
- Set and distribute the agendas
- Arrange the data and support materials necessary
- Ensure that minutes are generated
- Other organizational duties in pursuit of the SSC's purpose and By Laws.
- Maintains the **School Plan for Student Achievement (SPSA)** and makes changes annually
- Aligns SPSA to other school site plans and documents
- Provide input for the District's **Local Control Accountability Plan (LCAP)**

#### **Purpose of LBHS School Site Council:**

- ~~Provide input for LBHS Single Plan for Student Achievement~~
- ~~Analyze data relevant to school-wide goals~~
- ~~Recommend and approve goals for LBHS that are parallel to the District's Local Control Accountability Plan (LCAP), the school's WASC Action Plan and are based on the data.~~

### Tech Lead 3%

**Minimum requirements: Strong skillset in the integration of technology into instructional practices, including integration into units and lessons**

- **Facilitate conversations and meetings with colleagues regarding implementation of technology;**

- Attend technology after school meetings and release day meetings during work hours
- Attend regularly scheduled professional learning opportunities focused on technology;
- Support teachers in the integration of technology in instruction, including California standards and 1:1 programs;
- Support the site-based grading applications and learning management applications;
- Research and identify instructional resources for technology, for use in lessons, units, and assessment;
- Implement Project Based Learning best practices in their classroom;
- Build relationships with site staff to promote open communication and further improve instructional technology practice;
- Assist with updating and maintaining school website and social media;
- Provide site-based training on topics.

### Green Team Lead 3%

*Minimum requirements: Strong interest in environmental stewardship and sustainability*

- Work with Coordinator of Environmental Literacy to implement environmental literacy education and sustainability initiatives at the site
- Coordinate site green team meetings and agenda
- Lead of site's recycling program
- Lead school's efforts related to waste reduction, recycling, composting, and energy conservation
- Attend District Sustainability Committee meetings

## HIGH SCHOOL POSITIONS

### Journalism Advisor

*Minimum Requirements: Knowledge in journalistic writing standards (AP Style), graphic design principles and programming, editing software, journalistic photography standards, and web design. Experience in teaching the complexities of a professional process: decorum/diplomacy; information gathering; fact-checking; acknowledgment of sources (e.g., providing photo credits); avoiding copyright infringement. Understands how school publications are critically reviewed; understands the importance of accuracy and fairness of information. Valid teaching credential in English or authorization in English.*

- Holds students accountable with publication deadlines
- Produces seven (7) printed publications a year
- Oversees and manages student editorial staff
- Coordinates with contracted publisher representative(s)
- Manages journalism budget

### Yearbook/Graphic Publications Advisor

*Minimum requirements: Knowledge in journalistic writing standards (AP Style), graphic design principles and programming, editing software, journalistic photography standards, and web design. Experience in teaching the complexities of a professional process: decorum/diplomacy; information gathering; fact-checking; acknowledgment of sources (e.g., providing photo credits); avoiding copyright infringement. Understands how school publications are critically reviewed; understands the importance of accuracy and fairness of information. Valid Teaching Credential in Art, or English Language Arts, or CTE Arts, Media, Entertainment credential.*

- Coordinate and edit LBHS yearbook, The Nautilus
- Attend and chaperone 4-day yearbook camp over the summer
- Oversee and manage student editorial staff



- Coordinate with contracted yearbook publisher representative(s)
- Resolve all technology related issues with district and publisher technology departments
- Oversee and serves as the point of contact for senior recognition advertisements
- Manage distribution of yearbooks
- Liaison with athletics office and booster parents
- Liaison with arts department
- Coordinate with contracted school photographer
- Manage yearbook budget
- Follow up on necessary missing items, such as photos, articles, quotations, etc.
- Distribute and coordinate communication regarding publication deadlines to students and parents
- Manage photography equipment

#### Academic Competition/Enrichment Coordinator(s)

Minimum requirements: None

- Coordinate recruitment and entrance application/fees
- Prepare students for competition
- Host preparation meetings as needed
- Assist administration with communication and attendance

### MIDDLE SCHOOL POSITIONS

#### Outdoor Science Coordination

Minimum requirements: None

- Organizes travel, group logistics, and works with administration and the department team to determine the timing of the camps
- Creates and implements system of accountability for students, staff, and chaperones
- Coordinates parent, student, and staff communications including Science Camp Information sessions
- Assists administration and administrative assistant by identifying camp costs, and potential grant writing and fundraising activities
- Assists administration and department team in organizing the timing of camp dates

#### Destination Imagination Advisor

Minimum requirements: None

- Host and coordinate weekly lunch time instant challenges
- Coordinate site activities
- Organize regional competition at site
- Instant Challenge Play Day coordination
- Communicate and coordinate with team managers and regional directors

#### Outdoor Science Support School Chaperone

Minimum requirements: Valid teaching credential

- Chaperone students for three days and nights of science camp

#### Geography Bee

Minimum requirements: None

- Host weekly preparation meetings
- Coordinate official county entrance applications and fees
- Prepare students for competition
- Direct site level Geography Bee competition



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### Spelling Bee

Minimum requirements: None

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- Host weekly preparation meetings
- Coordinate official county entrance applications and fees
- Prepare students for competition
- Direct site level Spelling Bee competition

### Academic Competition/Enrichment Coordinator(s)

Minimum requirements: None

- Coordinate recruitment and entrance application/fees
- Prepare students for competition
- Host preparation meetings as needed
- Assist administration with communication and attendance

### Middle School Administrative Designee

Recommended: Certificate of Eligibility or Administrative Credential

- Assumes responsibility of managing the school site in the absence of the principal.
- Assists the principal in maintaining a school climate that strongly reinforces teachers' achievements, good performance, and teachers' sense of their contribution to the profession.
- Interacts with parents, students, and staff as necessary on disciplinary matters in the absence of the principal.
- May participate in IEP meetings as the administrative designee in absence of site administrators.

## ELEMENTARY SCHOOL POSITIONS

### Site Testing Coordinator

Minimum requirements: Upper-grade teacher preferred

- Coordinates CAASPP testing for site (creating testing schedule, attends county training, manages opt out list and affidavits, support student accessibility resources and accommodations, coordinates make-up testing etc.)
- Supports physical education teacher with completion of the Physical Fitness Test
- Develops and facilitates staff trainings in preparation of state testing

### Student Council Advisor

Minimum requirements: Valid teaching credential

- Manages student government program including planning of agendas for weekly meetings and communication with parents and students
- Plan skits for flag assemblies and scripts for announcements
- Coordinates various philanthropic events with community partners (canned food drive, clothing drive etc.)

### Elementary VAPA Coordinator

Minimum requirements: Valid teaching credential

- Collaborate with teachers to identify needs and supports for standards-based art instruction in the classroom setting.
- Assist with District efforts to collaborate with local community art organizations into classroom instruction and field trips as designed by the VAPA Coordinator in collaboration with classroom teachers.

- ~~Plan and coordinate elementary art shows in consultation with other VAPA Coordinators and/or TOSAs.~~
- ~~Assisting with vertical alignment for K-12 VAPA education by meeting with grade level chairs and other VAPA Coordinators and/or TOSAs.~~
- ~~Researching training and programs to support K-5 VAPA curriculum.~~
- ~~Attending county level VAPA meetings and communicating relevant information with stakeholders.~~

Pilgrim Advisor

Minimum requirements: Valid teaching credential

- ~~Coordinates the pilgrim trip for their respective class~~
- ~~Stays with the class overnight on the Pilgrim and ensures all students are picked up at the end~~

The following stipend changes have been agreed to and will be reflected in the Extra Duty/Academic Stipend List attached to the 2023-2024 contract:

- Increase WASC coordinator (HS) stipend from one to two
- Increase department chair stipend from eight to nine at the HS
- Increase counseling events stipend from three to four at the HS
- Remove the Destination Imagination, geography bee, and spelling bee stipends from the MS list
- Add four academic competition stipends with the range of .75% to 3.25% for both MS and HS
- Add a MS admin designee stipend of 3%
- Add two site tech lead stipends of 3% to each school site
- Add one green team stipend of 3% to each school site
- Increase the elementary site testing coordinator from two to four
- Reduce the GATE site coordinator from 3.25% to 2.5%
- Increase the student council advisor from 2.5% to 3.25%
- Increase the grade level chair stipend from fourteen to sixteen at ES
- Remove the Pilgrim stipend
- Remove the elementary VAPA coordinator stipend
- Increase the elementary admin designee from 3.25% to 5%
- Add a MTSS flex pool of 40% for each school site

The Laguna Beach United Faculty Association/CTA/NEA

DocuSigned by:

*Sara Hopper*

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**Sara Hopper, President and Bargaining Chair, LaBUFA**

The Laguna Beach Unified School District

DocuSigned by:

*Mike Conlon*

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**Mike Conlon, Assistant Superintendent, Human Resources**

# APPENDIX G - October 18, 2024 Tentative Agreement

**October 18, 2024**  
**TENTATIVE AGREEMENT 2024-2025**  
**Between**  
**Laguna Beach Unified School District**  
**And**  
**Laguna Beach Unified Faculty Association/CTA/NEA (LaBUFA)**

**The Laguna Beach Unified School District and the Laguna Beach Unified Faculty Association/CTA/NEA (LaBUFA) have reached a tentative agreement for 2024-2025 that provides for:**

## **ARTICLE 6. Grievance Procedures**

- 6.3 Formal Resolution, Level One.** Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days time the grievant could reasonably have known of the act or omission, the grievant must file a formal written grievance. **The appropriate form is linked here and can be found on the District adopted learning management system.**
- 6.4 Formal Resolution, Level Two.** In the event the grievant is not satisfied with the decision rendered at Level One, the grievant may appeal the decision on the appropriate form to the Superintendent or designee within ten (10) days. **The appropriate form for level two is linked here and can be found on the District adopted learning management system.**
- 6.5 Formal Resolution, Level Three.** If the grievant is not satisfied with the solution or no decision has been made at Level Two, the grievant may request the Association to submit the grievance to arbitration. If the Association decides to submit the grievance to arbitration, **they will have one hundred (100) school days from the receipt of the level two decision to communicate the decision to initiate arbitration to the District.** The Association and the District shall attempt to agree on an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in conducting grievance arbitration hearings. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.



## ARTICLE 7. Hours

7.1.2 Professional Work Week: It is recognized that unit members and support personnel normally work more than forty (40) hours per week. The five-day work week for classroom teachers, **school** counselors, student support specialists, and speech-language pathologists shall include a minimum of thirty-five (35) hours on site, except when the state-mandated minimum instructional minutes, inclusive of lunch, breaks, and passing periods, cause the work week to exceed thirty-five (35) hours. The professional work week for nurses, **coordinators**, and digital media and library specialists, shall be forty (40) hours on site. Professional responsibilities outlined in 7.7.3, such as adjunct duties, may take place outside of the student instructional day.

**7.1.2.1 Beginning with the 2024-2025 school year, the Association and District agree that any newly hired school counselors and student support specialists will have a professional work week of forty (40) hours onsite. A majority of the current school counselors and student support specialists have agreed to transition to the professional work week of forty (40) hours onsite for the 2024-2025 school year. School counselors and student support specialists hired as thirty-five (35) hours onsite employees have the option to remain on that salary schedule. Once a current school counselor and/or student support specialist transitions to the professional work week of forty (40) hours onsite they shall remain permanently on the forty (40) hours onsite work week schedule.**

The following changes were mutually agreed upon in a [memorandum of understanding on June 27, 2024](#), and will be added to the 2024-2025 agreement:

### **Article 23: Term:**

The parties agree that the provisions of this Agreement shall remain in effect from July 1, ~~2020~~**2023**, through June 30, ~~2023~~**2026**, with re-openers of up to two articles for each party in **each** year ~~three~~ of the Agreement.

### **Appendix C: Academic Stipends:**

- Add a third site tech lead stipend for Thurston and Laguna Beach High School
- Add a CTE Theatre Teacher and CTE Vocal Music Teacher stipend of 2% to Laguna Beach High School
- Add two 3.25% PAL stipends to elementary

**Creation of Mileage Stipend Tiers to cover mileage within Orange County, tolls, and parking:**

- \$750 annual mileage stipend for the following positions: Coordinator of Career Education, ELD Instructional Coach, District Nurse
- \$375 annual mileage stipend for the following positions: K-12 Vocal Music Teacher, HS Drama Teacher, MS Mandarin Teacher

The Laguna Beach Unified Faculty Association/CTA/NEA

DocuSigned by:  
*SCOTT WITTKOP*  
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**Scott Wittkop, President, LaBUFA**

The Laguna Beach Unified School District

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*Mike Conlon*  
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**Mike Conlon, Assistant Superintendent, Human Resources**