

AGREEMENT

BETWEEN



**Los Alamitos
Unified School District**

AND



**Los Alamitos
Education Association**

***FOR THE PERIOD OF
July 1, 2020, through June 30, 2022***

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AGREEMENT

The articles and provisions contained herein constitute a bilateral and binding agreement (Agreement) by and between the Governing Board of the Los Alamitos Unified School District (hereinafter referred to as the District) and the Los Alamitos Education Association/CTA/NEA (hereinafter referred to as the Association), an employee organization.

ARTICLE I – RECOGNITION

A. Pursuant to the certification of the Public Employment Relations Board in Case No. LA-R-161, Consent Election Certification of October 1, 1976, the District recognizes the Association as the exclusive representative for the following certificated unit of employees:

Included:

All regular contracted certificated personnel expressly including the following designations and grouping of positions and classifications: All regular classroom teachers, grades kindergarten through 12, including regular half-time teachers; Learning Specialists; Resource Specialist Program Teachers; Special Day Class Teachers; Designated Instructional Services Teachers; Media Center Teachers; Music Teachers; Nurses; Title I Teachers; S. I. P. Coordinators; Librarians; Speech/Language Pathologists; Temporary Teachers who work at least seventy-five percent (75 %) of the school year; and District Interns.

Excluded:

All management employees as designated by the Board of Education; all classified employees; all supervisory and confidential employees; all casual or limited-term personnel, such as substitutes, both daily and long term; temporary employees who work less than seventy-five percent (75%) of the school year; all hourly certificated employees working outside their regular contract assignments; all psychologists and counselors.

Limitations:

In the event that an assistant principal is also a part-time learning specialist or part-time teacher and is an evaluator of unit members, that assistant principal/ learning specialist or assistant principal/teacher shall no longer be a member of the bargaining unit.

B. The Association agrees that this represents the appropriate unit and that it will not seek by any means, including but not limited to any PERB proceedings, to amend or change in any way the unit described herein.

However, the Association shall have the right to seek unit clarification on any new titles not specified in the above unit description. Nothing agreed to herein will prevent adjustments to the unit to be made upon mutual agreement of the District and the Association.

C. In the implementation of this Agreement, the Board agrees that it shall not discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, physical handicap, sexual orientation or membership in or participation in the activities of the Association not in conflict with other provisions of this Agreement.

Disputes concerning the interpretation and application of this Article are not subject to the grievance procedure defined within the Agreement.

ARTICLE II – ASSOCIATION RIGHTS

A. Access

Authorized Association representatives shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful Association business. Upon arriving at a school site, any such representative shall first report to the office of the site administrator to announce his or her presence and the intended purpose and length of visit.

In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to unassigned times such as recess breaks and duty-free lunch periods.

The Association may utilize District facilities not otherwise in use for meeting purposes, subject to the provisions of the Civic Center Act.

B. Distribution and Posting of Materials

The Association may distribute organizational literature on District property, provided it conforms to the content restrictions in Section D hereof, and does not interfere in any way with District business. No person shall distribute literature on District property in a place or manner that distracts unit members who are performing his or her duties. Literature may be distributed, or left for pick up, in coffee rooms, faculty rooms and in other appropriate site locations as designated by the site administrator.

The Association shall have the right to post notices of Association concern (consistent with paragraph “D” hereof) on bulletin boards, at least one of which shall be maintained at each work location in an area frequented by unit members.

C. Use of Site Mail Boxes

The Association shall have reasonable use of the internal school mail system to distribute organizational material that conforms to the content restrictions of Section “D” hereof. It shall provide to the Superintendent and the site administrator a complete copy of the material deposited in school mail boxes.

D. Content Restrictions

Any literature to be distributed or posted must not be slanderous or libelous or hold any individual to ridicule. It must be dated and must identify the person and organization responsible for its promulgation.

E. Names and Addresses

The District shall furnish to the Association a listing by site of each member of the unit no later than two (2) weeks following the first teacher day each school year. The listing may contain the names of the unit members only.

The District agrees to furnish to the Association by October 15 of each school year, a list of the names, addresses and telephone numbers of all unit members who give written authorization to do so. Names, addresses, telephone numbers, and school locations of all new unit members shall be provided to the Association within 15 days of employment. The Association agrees to use such information for internal organizational purposes only, and not to disclose it to any third parties.

F. Payroll Deduction of Dues

The right of payroll deduction for payment of organizational dues shall be accorded by the District exclusively to the Association and shall not be accorded any other organization whose members are part of the bargaining unit represented by the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Association dues, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from the unit members.

G. Fair Share Agreement

It is agreed that each unit member shall contribute his/her fair share for representation. Accordingly, the following procedures are set forth to accomplish this end:

1. Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments, said amount will be payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section “F” of this Article.

In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section “F”, the Association shall so inform the District and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section “F” of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

2. The Association shall indemnify, defend and hold the District, its officers and/or employees harmless from any claims made of any nature and against any lawsuit arising from the District’s actions pursuant to its obligations contained in this section; provided, however, that the Association shall have the right to designate legal counsel to defend against any such claims or lawsuits, and shall have the right to determine whether any such action shall or shall not be compromised, resisted, defended, tried or appealed.
3. The District shall fulfill the following requirements:
 - (a) Notify by letter, within thirty (30) days of the first working day after the effective date of this Agreement, all members of the bargaining unit setting forth that members have an obligation to tender dues or service fees, the reasonable date for such obligation, the amount of such tender, to whom such tender is to be made, and alternative available to the unit member for those with religious/philosophical objections to such membership and/or fees.
 - (b) At the time of employment, notify all new employees of their obligations under this Article. Such notification shall be in writing in the same manner as set forth in (a) of this Article.

4. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting; or any unit member who has a long standing philosophy opposed to joining or financially supporting any employee organization shall not be required to join or financially support the LAEA, CTA, NEA; except that such employee shall pay, in lieu of a membership or service fee, sums equal to such service fee to one of the following non-religious, non-labor organization charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
 - (a) LAEA Scholarship, We Touch the Future
 - (b) Foundation to Assist California Teachers (FACT)
 - (c) Casa De Bienvenidos, Hot Line, Interval House
 - (d) Any other charitable, non-profit organization mutually agreed to by the unit member and the Association.

Such payment shall be made in accordance with the requisite dates set forth in Section 1 above, with proof of payment made on an annual basis to the Association. Proof shall be in the form of receipts (including name on payroll deduction list) and/or cancelled checks indicating the amount paid, the date of payment, and to whom payment (in lieu of service fee) has been made. This proof shall be submitted to LAEA no later than November 1 of the current school year.

5. A unit member seeking to invoke the provisions of Section 5 shall submit an application to the Association within the time limits set forth in Section 1 upon receipt of notice of his/her obligation under Section 4.

Failure to make a request for exemption with the time specified shall be deemed a waiver of the unit member’s right to invoke Section 5 for that school year.

Within ten (10) calendar days of receipt of such application, the Association may reject the request if the Association has reason to doubt the veracity of the claimed objection. The unit member may, within five (5) calendar days of receipt of the denial, appeal the exemption decision of the Association to an arbitrator. Failure to timely appeal shall waive the right to exemption for that school year. The decision of the arbitrator shall be final and binding on the Association and the unit member. Each school year all such appeals shall be consolidated for hearing by a single arbitrator selected by the Association and the unit member(s), pursuant to Article VII, Section “D” of this Agreement. The fees and costs of the arbitrator shall be paid by the Association. All other costs shall be borne by the party incurring them.

H. Released Time

Upon appropriate prior notice (minimum 24 hours) and schedule coordination with the immediate administrator, the President of the Association or his/her designee(s), shall be entitled to a total of twenty-two (22) days per school year of released time with no loss of pay for the purpose of conducting lawful Association business. The costs of substitutes for this purpose will be borne by the Association.

The Association President shall be released one period per day (grades 6-12) or the equivalent (grades K-5). The 6-12 period of assignment or the K-5 time equivalency will be determined jointly by the site administrator and the president.

I. Representation Rights

Upon request of a unit member, the Association shall be entitled to represent such person in matters involving contemplated discipline or discharge of the unit member, and to accompany such person to review the unit member's personnel file.

ARTICLE III – MANAGEMENT RIGHTS

- A. The following statement of rights is intended as an enumeration of the District’s rights, subject to other statutory and constitutional rights of unit members which are beyond the scope of this Agreement. All matters not specifically enumerated as within the scope of negotiations in Government Codes 3543.2 and also all rights and matters not limited by the other provisions of this Agreement are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or part, temporarily or permanently, any of the following, subject only to the other provisions of this Agreement.
1. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
 2. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and other monetary obligations of this Agreement;
 3. The acquisition, disposition, number, location, types and utilization of all District schools and properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service and activity functions assigned to such schools and properties;
 4. All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of services, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services;
 5. The utilization of personnel not covered by this Agreement, including but not limited to substitutes, casual, temporary and provisional personnel, consultants, instructional aides and supervisory or managerial personnel, to do work which is normally done by unit members covered hereby, and the methods of selection and assignment of such personnel;
 6. The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, student transfers, grade level advancement, guidance, grading, testing, records, student health and safety, conduct, discipline, transportation, food services, racial and ethnic balance, extracurricular and co-curricular activities, and emergency situations, and the substantive procedural rights, obligations, and standards of performance of students, parents, unit members, other personnel and the public with respect to such matters;

7. The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the initial assignment of unit members to any location, and also to any facilities, classroom, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to the number of unit members, when and where there is a job opening;
 8. The job classifications and the content and qualifications thereof, and the duties for all unit members;
 9. Subject to the provisions of Article V – Hours, the dates, times and hours of operation of District facilities, functions, and activities; work schedules; the school calendar;
 10. Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;
 11. The rules, regulations and policies for all unit members, students, and the public, subject only to the specific provisions of this Agreement;
 12. The termination or layoff of unit members as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of the District not limited by specific provisions language of this Agreement.
- B. All other rights of management not limited by other specific provision of this Agreement are also expressly reserved to the District even though not enumerated above, and such other specific provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
- C. It is not the intention of the parties in setting forth the above-mentioned rights of the District to detract or diminish in any way the rights of the Association and/or unit members as expressly set forth elsewhere in this Agreement, and if there is a direct conflict between the rights set forth in this Article and the specific terms of another Article of this Agreement, the language of the latter shall prevail.
- D. Since this Article is not a source of Association Rights or Employee Rights, it is non-grievable. However, nothing herein will prohibit the filing of grievances under other Articles that are not themselves excluded from the grievance procedure.

ARTICLE IV – SAVINGS CLAUSE

If any provision 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 provision will continue in full force and effect.

ARTICLE V– HOURS OF EMPLOYMENT AND DUTIES

A. Hours – General

It is agreed that the varying nature of a unit member’s day-to-day professional responsibilities does not lend itself to an instructional day of rigidly established length. Unit members shall be expected to remain at the school site to work during the hours indicated below, and shall also remain on site beyond such hours as needed to perform their additional instructional and professional duties as indicated in Section “B.”

1. For classroom teachers, half-time teachers and contracted temporary teachers, thirty (30) minutes prior to the beginning of the students' normal instructional day or the beginning of a teachers' work with students and a reasonable length of time after the close of the students' regular school day;
2. For media teachers, librarians, nurses, speech/language pathologists, education specialists, Title I teachers and music teachers shall be assigned hours appropriate to the school day;
3. For all school-based unit members on work days when students are not scheduled to be present or shortened or minimum day schedule, the hours appropriate to the situation as determined by the principal but not to exceed six and one-half (6-1/2) hours exclusive of the lunch break.
4. Planning days will be defined as follows: working independently or in grade level/academic teams to develop and enrich curriculum.

Classroom planning may include:

- preparing room environment
- gathering equipment and materials
- planning classroom curriculum, including articulation with grade level or team
- preparing student materials necessary for the opening of school or new semester
- setting up record keeping
- reviewing portfolios/assessments for incoming students

School-wide planning may include:

- developing class lists
- establishing school-wide goals
- completing the school plan
- reviewing test scores and analyzing benchmark data
- other activities associated with instructional planning

Planning days may include a staff meeting not to exceed two (2) hours per day.

5. By mutual agreement, the foregoing scheduled on-site hours or work schedules may be adjusted by the District in individual cases on a regular or occasional basis, so long as the total weekly number of on-site hours is not affected.

6. Teachers are expected to make reasonable effort to meet with parents during regularly scheduled Pre-School SDC and TK-5 parent/teacher conferences. The length of each conference shall be determined by the teacher. The principal may determine a conference to be necessary on an individual case-by-case basis. No unit member shall be required to remain on campus later than 4 p.m. for the purpose of conducting these conferences. During all approved conference times, the site administrator or a certificated designee will be accessible.
7. Effective July 1, 2016 an increase in the unit members work day by five (5) minutes per day will be added compared to the 2015-2016 level to increase instructional minutes and or collaboration time at each site.

B. Additional Instructional Duties

In addition to these assigned basic teaching and support duties, unit members shall perform other instructional duties as necessary. The performance of such other duties may involve remaining on site beyond the above specified hours, and may also (depending upon the nature of the work) involve additional work time away from the school site. Examples of these other instructional duties include planning lessons; selecting and preparing materials for instruction; reviewing and evaluating work of students; conferring and counseling with students, parents, staff, and administrators; keeping records; and attending faculty, departmental, team, and grade-level meetings.

Other examples of such instructional duties include supervising students within and outside the classroom and class hours; supervising of students' activities; cooperating in open house activities; and serving on school and district committees. In assigning the kinds of duties referred to in this paragraph, site administrators shall see that the hours of work involved are reasonable in number, are equitably distributed among the staff with volunteers considered prior to mandating an assignment, and that reasonable advance notice of scheduling is provided.

In assigning any of the above duties and hours, administrators shall act in a reasonable manner, and not in an arbitrary, capricious or vindictive manner.

Open House and/or Back-to-School Night activities shall be held on minimum days. No regular site meetings shall be scheduled on those days.

The District will make a good faith effort to schedule Individual Education Plans, 504, and SST team meetings during the professional day as defined under Hours-General A: 1. Additionally, for the purpose of these meetings that are scheduled after the end of the instructional day, a unit member will not be required to participate beyond the mutually agreed upon ending time.

C. Lunch and Conference Periods

1. Lunch Period

Each full-time member shall receive a daily duty-free lunch period of not less than (30) minutes, as scheduled by the site administrator, except in emergencies as determined by the principal.

In the event of a local emergency or an emergency under the provisions of Government Code Section 3100, the District will make every reasonable effort to reschedule lunch utilized during the emergency.

2. Middle School/High School Conference/Preparation Period

Each full-time classroom teacher assigned to the high school or to the middle school shall be afforded one (1) scheduled class period daily as a conference period, except as provided hereinafter. Conference/ Preparation periods shall be used for professional job-related work, which will include, but not be limited to, preparation for classes, preparation of teaching materials, presentation of or attendance at demonstration lessons, and conferences with administrators, other employees, counselors, students, or parents.

3. Teacher Load

The District shall make a reasonable effort to avoid assigning a middle school/high school teacher classes which involve more than three (3) subject preparations (a 6th grade core is considered two (2) subject preparations); if it appears necessary to assign more than two (2), the site administrator or designee shall consult with the affected teacher and consider alternative solutions before making the final decision. High school teachers shall be assigned no more than five (5) separate classes of students (i.e., five [5] assigned class periods). Middle school teachers shall be assigned no more than six (6) separate classes of students (i.e., six [6] assigned class periods). Individual unit members shall have consecutive teaching and conference periods.

Notwithstanding the foregoing, in emergency situations, unit members may be assigned to perform student supervision duties during their normal duty-free lunch and/or conference period. The immediate administrator shall make a reasonable effort to ensure that such duties are equitably distributed among available unit members. Also, on rainy days, unit members may be required to perform student supervision duties during the lunch period, as long as the unit members are given a 30-minute duty free lunch. The scheduled conference period may also, if deemed necessary by the immediate administrator, be used for providing replacement services for a temporarily absent unit member; however, teachers, providing such replacement service shall be paid at their per diem rate of pay.

- Special Education Caseload/ Class size #s
 - RSP/Speech: The District will follow caseload requirements set forth by California Education Code
 - SDC: See article 12 regarding desired SDC class size, goals, and desired maximums
 - Annually the SEA-Team will agendize caseloads and collaborate on caseloads that exceed California Education and/or desired maximums
 - Caseloads will be assigned as equitably as possible Code and/or desired maximums

4. Special Education Advisory (SEA) Team

The Special Education Standing Committee will meet at least six times during each school year and act as a recommending and advisory body.

5. Special Education Handbook

To ensure there a common understanding of items which include, but are not limited to; caseload and class size, compliance requirements, laws, procedures, job expectations, unit member support systems, IEP processes, and teacher/ paraprofessional relationships and trainings, the District and the Association will mutually develop and periodically update a Los Alamitos Unified School District Special Education Handbook.

D. Work Year

Calendars are attached as Appendix “C”.

E. Leaving the School Site

Unit members may leave the school site during lunch breaks provided that the unit member notifies the appropriate person in the principal/designee’s office. In addition, a unit member may leave the school site during his/her conference period on district business provided that the unit member notifies the appropriate person in the principal/designee’s office. If, in the case of an individual unit member, the principal has evidence that the conference period may not have been used as described in Article V, Section C, the principal may, at any time, require advance approval for departure during the conference period.

F. Elementary Planning Time

The District shall provide the equivalent of two and one-half hours per week of planning time for full-time Pre-School SDC and TK- 5 classroom teachers commencing the first teaching day of school and concluding the last teaching day of the school year. Schedules shall be rotated annually to ensure equity.

Should planning time hours be lost, due to a single day holiday or a required school activity, the hours will be rescheduled within a reasonable period of time.

Elementary planning time shall be used for professional job-related work which will include, but not be limited to, preparing room environment, gathering equipment and materials, planning classroom curriculum, record keeping, reviewing portfolios/assessments of students, preparation for classes, and individual conferences with administrators and/or support staff in regard to instructional planning.

A unit member will not be required to attend IEP, SST, and 504 meetings scheduled during elementary planning time.

G. Elementary Combination Classes / Pre-school SOC-12th Grade Co-Teaching

Unit members assigned to teach combination classes (2 or more grade levels at the elementary level) or co-taught courses shall be entitled to four additional planning or release days per school year.

H. Upper Elementary Workload Assistance

The District shall provide two (2) release days for 4th and 5th grade teachers (one [1] in the fall semester and one [1] in the spring semester) for administering individual reading assessments.

ARTICLE VI – LEAVES OF ABSENCEA. General Provisions

A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time and for an approved purpose.

A leave protects the unit member by holding a place for such member in the District until the leave expires, usually with the right to return to the District in a position of the same classification at the conclusion of the leave, provided that the unit member would have remained in the position had he/she not gone on leave and provided that the position had not been eliminated. There is, however, no assurance that when a leave of absence necessitates a long-term replacement (a semester or longer), that the return assignment will be in the school or administrative site where such unit member was assigned when the leave was authorized. The District will make a good faith effort to reassign the unit member to the site where they were previously assigned.

A condition of each leave of absence is that the credential or permit held at the time the leave was granted, properly authorizing the services, must be maintained in full force by the unit member.

Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages and retirement credit, the same as if they were not on leave. Those who go onto an unpaid leave during any pay period shall receive their salary supplement (health and welfare) coverage for the balance of that pay period. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan selected at their own expense, provided they make advanced payment of the premium in a reasonable manner required by the District.

Part-time regular unit members shall be entitled to leaves of absence to that portion of the leave as the number of hours per day of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.

For purposes of this provision, an immediate family member shall mean father, mother, spouse or domestic partner, child, brother, sister, grandfather, grandmother, grandchild, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, or like relationships of husband or wife, or any relative or close personal friend living in the immediate household of the unit member.

It is agreed that a unit member who is absent from work other than for those days as authorized by State law or authorized leave provisions of this Agreement is taking an unauthorized absence in breach of contract and in violation of this Agreement. The District will deduct a salary amount equal to the ratio of days absent to the days of required annual service for unauthorized absences, and such members may be subject to disciplinary action.

Any unit member who is absent from work without leave, or who fails to return to work as scheduled after the expiration of an authorized leave of absence, may be deemed to have abandoned employment and to have resigned from District employment.

Unit members becoming aware of the need for absence due to surgery, maternity, or other predictable or previously scheduled cause shall submit a statement from their attending physician, or other appropriate verification of need, as far in advance as possible. The statement shall include the beginning date of disability or other cause, the nature of the disability or cause, and the anticipated date of return to active service.

Unit members who are absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from accumulated sick leave; and if the absence exceeds more than one-half (1/2) day, a full day shall be deducted for each such occurrence.

B. Return to Service

When a unit member is absent from duty for other than a specific period of time for a pre-approved purpose, it shall be the unit member's responsibility to inform the District as soon as practicable regarding the date of return to service.

A unit member whose absence under this Article exceeds five (5) calendar days shall provide, upon request, a statement from a medical doctor or licensed health care provider stating the reason for the absence. Additionally, it shall be the prerogative of the District to require verification of absence of less than five (5) calendar days if the District has evidence leading to the conclusion that the absence may not have been used for proper sick leave purposes. Fees charged by the doctor which are directly related to providing such verification which are incurred by the unit member, shall be paid by the District.

A unit member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, upon request, prior to return to active duty, a medical statement indicating an ability to return to his/her position classification, either without restrictions or with restrictions that can be reasonably accommodated. Such statement shall also include the physician's statement certifying the actual beginning and ending date of the disability.

In any of the above instances, if the District requires medical verification by a doctor of its choice, it shall bear the expense of the same.

A unit member returning from a short-term leave of absence, such as sick leave, personal necessity leave, or bereavement leave, must inform the school or site before the end of the student day preceding the day of intended return. If the unit member is unable to call or make a determination before the end of the student day as stated above, he/she must notify the District substitute desk not later than 6:00 a.m. of the day of return pursuant to District procedures. The unit member may disregard the above procedure if he/she has already notified the District substitute desk of his/her specific date/time of return to service. A unit member who fails to notify the District of intention to return to duty before 6:00 a.m. of the day of intended return shall not be permitted to return to duty and shall be charged with one additional day of absence, assuming that the District has hired a substitute for the day.

Return to service from an extended unpaid leave shall coincide with the beginning of a semester unless the District approves an earlier or later date, and a leave may be extended in order to make it so coincide. Unit members on leave for a semester or longer must notify the Human Resources Office at least forty-five (45) calendar days preceding expiration of the leave of their intent to return the ensuing semester. The District shall notify the unit member of this requirement. If no letter of intent is filed, a unit member may be deemed to have abandoned his/her position and may be officially terminated.

C. Sick Leave – Personal Illness and Injury

1. Entitlement

Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. A unit member covered by this Agreement working less than full-time shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment.

If a unit member does not utilize the full amount of leave authorized, the (10 days) in any school year, the amount not utilized shall be accumulated from year to year.

Each unit member shall be notified of the accumulated leave no later than November of the school year by means of an appropriate notice from the Human Resources Office.

2. Compensation

Any unused sick leave credit may be used by the unit member for sick leave purposes, as defined, without loss of compensation. A unit member who continues to be absent under the provisions of this Section shall receive differential pay. Differential pay is defined as the cost of the unit member’s salary less the cost of the replacement. After exhaustion of the ten (10) days (or part-time prorated amount) of current-year sick leave entitlement for full-time unit members, the unit member shall exhaust any accumulated sick leave from prior years. Differential pay shall commence after the unit member exhausts all current and accumulated sick leave. In no event shall days of differential pay exceed five (5) months in any school year. Unit members are limited to one five-month period of differential pay per illness or accident.

Allowable sick leave credit for any one (1) school year need not be accrued prior to being taken by the unit member during said year. Such leave may be taken at any time during the school year. A unit member, who terminates employment prior to earning sick leave taken in advance of accrual, shall have the appropriate amount deducted from his/her final check.

D. Bereavement

Each unit member is entitled to three (3) days of leave of absence for the death of any member of his/her immediate family, or five (5) days if 300 miles or more (one way) of travel or out of State travel is required. No deduction shall be made from the salary of such unit member on account of such leave of absence, nor shall such leave be deducted from other leave granted by the District.

E. Jury Duty

A unit member granted a leave for jury service shall receive compensation without loss of pay which, when added to jury witness fees, shall not exceed the unit member’s daily compensation for up to ten (10) working days annually. However, if a unit member is called to serve on a trial that exceeds ten (10) days, the unit member shall receive compensation without loss of pay for those additional days. A member on jury duty leave shall endorse to the District jury fee checks received for days of jury service.

Unit members, who defer jury duty to the summer, during winter break, or during off-track time, shall be compensated at the day-to day substitute rate of pay for a period up to nine (9) days.

F. Personal Leave

1. General Provision

A unit member may be granted a leave of absence for reasons satisfactory to the District and not enumerated elsewhere in this Agreement. If granted, the leave will be without compensation. A leave granted under these provisions shall not extend from one school year into another, though such leaves may be extended for an additional semester or year upon request. Such leaves may include the following reasons:

- health
- formal study
- job corps/peace corps
- personal reasons
- child care

A unit member shall not accept gainful employment, including substitute or other work for the District while on personal leave of absence without disclosure to and prior written approval from the Superintendent or designee. Violation hereof will constitute grounds for revocation of the leave and/or grounds for denying return to service.

2. Procedures

A unit member seeking an approved personal leave of absence shall submit a written request that includes the reason(s), any supporting information relating thereto, and the requested duration of the leave. The request shall be submitted to the Human Resources Office in sufficient time for appropriate consideration prior to the proposed effective date of the leave. Denial of a personal leave under this Section shall not be subject to the grievance procedures under this Agreement.

G. Sick Leave Allowed for Personal Necessity

Credited sick leave may be used for the purpose of personal necessity, provided that use of such personal necessity leave does not exceed ten (10) days in any school year. Use of sick leave days for personal necessity reasons may not be used for purposes of personal convenience or for the extension of a holiday or vacation period, recreational activities, association activities, or for matters which can be taken care of outside the work hours. Personal necessity leave may be utilized at the unit member's discretion for reasons enumerated in Items 1 through 8 below. The unit member must complete a form indicating the leave was taken for one of the eight reasons listed below.

1. Death of a member of his/her immediate family.
2. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
3. Illness in the immediate family (runs concurrently with family medical leave, if applicable).
4. Home protection, in the event of a natural catastrophe, such as flood or fire.
5. Observance of a religious holiday.
6. Bereavement for someone other than immediate family.
7. Five days of personal necessity leave annually may be utilized at the unit member's discretion without providing a specific reason, or for family occasions of major significance; however, notification procedures as contained herein shall be adhered to.

The unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.

H. Request for Additional Leave

In the event that a unit member exceeds his/her annual limit of personal necessity leave days, or the annual limit for family occasions of major significance and has unusual extenuating circumstances for which the unit member wishes to request additional personal necessity days, the unit member may request approval for this extension of leave in writing from the Superintendent/designee.

I. Industrial Accident and Illness

(This section does not preclude any of the unit member’s rights pursuant to the California Workers’ Compensation Act.)

Industrial accident and illness leave shall be granted to unit members in accordance with provisions of this procedure for injury or illness incurred within the course and scope of the unit member’s assigned duties. In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave shall be subject to examination by a District-appointed physician to verify his/her condition and to evaluate any claims.

A unit member shall be permitted to return to service after an industrial accident or illness leave upon presentation of a release from the District-appointed physician and from the treating physician, certifying the unit member’s ability to perform the duties of his/her classification without detriment to his/her physical and emotional health and safety and the health and safety of others. A unit member who has sustained a job-related injury or illness shall report the injury to the immediate administrator on the District accident report form no later than the next scheduled work day following the accident.

Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same illness or accident. Allowable leave shall not be accumulated from year to year. If the same illness or injury extends into the next fiscal year, the unit member shall be allowed to use only the amount of leave remaining from the previous fiscal year.

Industrial accident or illness leave shall commence on the first (1st) day of absence, and shall be charged by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award. During any industrial paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of salary less normal deductions.

Upon conclusion of the industrial paid leave, the unit member may utilize any available sick leave benefits. However, any sick leave utilization, when combined with any temporary disability indemnity, shall not result in payment of more than full salary for the position from which time was taken. For sick leave purposes, the absence under this procedure shall be deemed to have commenced on the date of termination of the industrial paid leave.

J. Maternity/Pregnancy Disability Leave

1. Unit members may take up to four months of leave when disabled by pregnancy or childbirth or a related condition.
2. Pregnancy disability leave runs concurrently with sick leave and differential pay leave. Teachers on pregnancy disability leave shall exhaust all accumulated sick leave days before being paid a differential salary. Differential salary for the purpose of maternity/pregnancy disability leave shall be defined as the regular salary of the unit member minus the current short- or long-term rate of substitute pay, whichever is applicable.

In addition to routine procedures which may be required under Sections “C” and “F” above, pregnant unit members are required to comply with the following:

- (a) As early as possible in the pregnancy, the unit member shall notify the District regarding the anticipated first day of the requested pregnancy disability leave and the expected date of return to service.
- (b) The unit member shall submit verification from her health care provider of the disability, the need for leave from work, and the anticipated duration of the leave. The health care provider shall specify whether the unit member is able to perform work of any kind, with or without reasonable accommodation, during the pregnancy-related disability.
- (c) Prior to return to active duty or taking parental leave, the unit member shall submit a release from the health care provider indicating the unit member is no longer disabled from working.

K. Sabbatical Leave

1. Purpose

Unit members may be granted a leave of absence for the purpose of professional study or travel which will benefit the students and the schools of the District. A sabbatical leave for the purpose of travel normally will be approved only if the proposed travel program incorporates a plan of study or research in an area related to such member’s field of work.

2. Eligibility

- (a) To be eligible for a sabbatical leave, the unit member must have served at least seven (7) consecutive years as a regular full-time certificated employee of the District. Service of at least seventy-five percent (75%) of the teaching days in each year count as a full school year. Any year in which the unit member has failed to serve seventy-five (75%) of the teaching days shall be counted as an interruption in the seven (7) consecutive year period.
- (b) Leaves of absence do not cause interruption of service for this purpose, but time spent on such leaves may not be counted toward the requirement of seven (7) years.
- (c) After a unit member has had a sabbatical leave, an additional seven (7) years must be served before becoming eligible for another sabbatical leave.
- (d) The number of unit members absent on sabbatical leave at any one time shall not exceed one percent (1%) of the total number of members in the unit.

3. Length of Leave

- (a) Sabbatical leaves shall be not less than one (1) semester nor more than two (2) semesters in duration. A two (2) semester leave must be completed during a single school year.
- (b) In the case of serious injury or illness of the unit member which prevents completion of the objectives of the sabbatical leave, the leave will be terminated and all provisions for sick leave, disability leave, etc. shall apply to the unit member. The Human Resources Office must receive notification of such accident or illness by registered or certified letter within fifteen (15) days of the occurrence of the injury or illness, together with such evidence of physical condition as may be required by the District. Upon release by a health care provider, the unit member shall be permitted to return to regular duty at the beginning of the semester immediately following the request to return to service.

4. Compensation

A unit member shall not accept gainful employment, including substitute or other work for the District, while on sabbatical leave without prior written approval of the Superintendent or designee, unless such employment was disclosed and approved as part of the application procedures described below. Compensation of the unit member on sabbatical leave should be one-half (1/2) of the regular salary which would have been received had he or she remained in active service. The unit member shall receive annual increments, salary reclassification, and fringe benefits, to which such member would have been entitled had active service status been maintained.

The unit member must post a suitable bond indemnifying the District against loss should the unit member either fail to satisfactorily complete the leave conditions, or fail to render service to the District upon return for at least twice the amount of time spent on the approved sabbatical leave. The bond shall be exonerated in the event the failure to render the agreed upon services is due to death, or physical or mental disability of the unit member.

5. Return from Leave

The unit member shall, within forty-five (45) days following return to active service in the District, submit a report to the Superintendent certifying the successful fulfillment of the terms and conditions under which the leave was granted. This report shall include:

(a) Formal Study Leave

An official transcript showing courses completed and/or degrees earned and a copy of materials developed during the leave.

(b) Travel Leave

A written report including a complete itinerary and pertinent materials collected and/or developed during the leave.

(c) Recommendation

A recommendation for use within the District of the materials collected or developed.

6. Failure to Return or Observe the Sabbatical Leave Plan

If it is determined by the Board of Education that the intent of the sabbatical leave plan was not fulfilled, the Board may take action against the indemnity bond. Failure to satisfactorily provide the required report is considered to be a failure to fulfill a condition of the leave.

7. Application Procedure

Application must be submitted on forms provided by the Human Resources Office and must be filed by December 1 for leaves to be taken during the second half of any school year. Applications for the first half of the subsequent school year and for two semester leaves must be filed by March 1.

Application must include a complete outline of the proposed leave program and a statement of how the program will benefit the schools and students of the District.

Priority in selection shall be given according to the value of the leave to the District, soundness of the leave proposal, and the applicant's length of service in the District.

Applications will be reviewed and recommendations made for approval/disapproval as provided herein:

(a) Applicant

- 1) Completes application form for sabbatical leave and submits the application to the Assistant Superintendent, Human Resources.
- 2) When informed of leave approval, obtains a self-financed satisfactory statement of health (physical examination) and submits the results to the Assistant Superintendent, Human Resources.
- 3) Posts suitable indemnity bond pursuant to above.
- 4) Notifies the Director of Fiscal Services, in writing, of address to which warrants are to be forwarded.
- 5) Upon return from sabbatical leave, the unit member shall file the required report. The unit member shall not be considered as having completed the requirements for the sabbatical leave until the report noted above has been verified by the Superintendent and approved by the District.

(b) Application Review and Approval

The applicants' service records and applications for leaves shall be reviewed by a Sabbatical Leave Committee. The Sabbatical Leave Committee shall be composed of:

- 1) Assistant Superintendent, Human Resources (Chairperson);
- 2) Two (2) administrative members, appointed by the Superintendent;
- 3) Two (2) unit members appointed by the Association; and
- 4) Superintendent

(c) Sabbatical Leave Committee Duties

Each member of the Sabbatical Leave Committee shall review each application and provide written comments for the Superintendent’s consideration.

The Chairperson of the Committee will prepare a composite report of each application, based on individual comments of committee members, to be forwarded to the Superintendent.

(d) Board of Education

The Board of Education approves or denies applications acting upon recommendation of the Superintendent.

L. Family Medical Leave

Unit members who meet applicable eligibility requirements will be entitled to family medical leave. Where provisions of the collective bargaining agreement, state law, or federal law conflict, the unit member will be entitled to take the most generous leave benefit for which he/she is eligible. Eligible unit members utilizing family medical leave may take up to 12 weeks of unpaid leave in any fiscal year for the purpose of the unit member’s own serious health condition or to care for a spouse, registered domestic partner, child or parent with a serious health condition as provided in the law.

1. A unit member is eligible for family medical leave if he/she (1) has worked for the District for at least 12 months, which need not be consecutive, (2) has worked at least 1,250 hours in the 12 months immediately preceding the leave, and (3) has not used his or her leave entitlement in the current fiscal year.
2. Family medical leave used for the unit member’s own serious health condition runs concurrently with paid sick leave and differential pay leave. Family medical leave used to care for the unit member’s spouse, registered domestic partner, child or parent with a serious health condition runs concurrently with personal necessity leave to the extent the unit member has such leave available.
3. During the period of leave, the unit member shall be entitled to receive fringe benefits as specified in Article XVII, at the District’s expense. If the unit member is subject to any employee contribution, the unit member is responsible for paying the employee contribution during the family medical leave.

M. Parental (Child Bonding) Leave

Effective January 1, 2017, as provided by Education Code section 44977.5, unit members shall be entitled to parental leave as set forth in this section.

1. For purposes of this section, “parental leave” means leave for the purpose of bonding with the unit member’s newborn child, or with a newly placed child in the unit member’s household for adoption or foster care. Parental leave does not include leave taken for the employee’s disability due to pregnancy, childbirth, or recovery therefrom (see ¶ J).
2. Unit members shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.

3. When a unit member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to differential pay for the remainder of the 12-week leave.
4. The unit member must give the District at least 30 days' advance written notice of his or her intention to use parental leave and the anticipated dates of the leave.
5. Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration; however, the unit member may take parental leave in increments of less than 2 weeks on up to two occasions.
6. Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.
7. If both parents are employed by the District, they may use a combined total of 12 workweeks of parental leave under this section.

N. Military Leave

Unit members are entitled to paid or unpaid military leave as provided by law.

ARTICLE VII – GRIEVANCE AND ARBITRATION PROCEDURES

A. Definitions

- Grievance is a claim by one or more unit members of the Association that there has been a violation, misinterpretation or misapplication of a provision(s) of this Agreement which affects the grievant.
- Grievant is the unit member(s) or the Association who files a “grievance.”
- Representative is a unit member or Association designee who may attend meetings at any level with Grievant.
- Respondent in all cases shall be the District itself rather than any individual.
- Day is a day when the District Office is open for business.

B. Informal Level

Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve it by means of an informal conference with his or her immediate administrator.

C. Formal Level

Level I

Within twenty (20) days (defined above) after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the immediate administrator. If neither the grievant nor the Association has actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it,

Then the twenty (20) day time limit shall begin to run on the date upon which either the grievant or Association knew or could with reasonable diligence have known of the occurrence. The written statement shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

Either party may request a personal conference with the other party. The administration shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance and such action will terminate Level I.

Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent or his/her designee within five (5) days after the termination of Level I.

This statement shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or designee may request a personal conference.

The Superintendent or designee shall communicate in writing a decision within five (5) days after receiving the appeal and such a decision will terminate Level II.

D. Arbitration

If the grievant is not satisfied with the decision at Level II, he/she may request the Association to submit the grievance to arbitration. If the Association concurs with the grievant's request, it must give written notice to the District of its desire to arbitrate the grievance within fifteen (15) days after the termination of Level II. It is expressly understood that the only matters which are subject to arbitration are grievances as defined above which were processed and handled in accordance with the limitations and procedures of this Article.

Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable.

The arbitration shall be conducted using the procedures of the American Arbitration Association including the selection of the arbitrator. As soon as possible after the District receives the written notice of the Association's desire to arbitrate, the parties shall attempt to agree upon an arbitrator based upon a list of 13 arbitrators.

Motions to Dismiss

If the District contends that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the dispute has become moot, such a contention shall, at the option of the District, be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance, with a suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The District may also, at its option, and without prejudice, have such a contention heard along with the merits of the case. If the District should choose to refuse to arbitrate a dispute, nothing in this Section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the District to proceed to arbitration.

Limitations Upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, and upon arguments presented in briefs.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties under the laws of the State of California. 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 he/she consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement as to change that can fairly 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 relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition or detracting) of the written terms of this Agreement. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his/her opinion such decision or award is fair or equitable.

No decision rendered by the arbitrator shall be retroactive beyond the beginning of the third school year prior to the last payroll period prior to the twenty (20) day period specified in Level I of the Grievance Procedure.

The arbitrator may hear and determine only one grievance at a time unless the District expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases that involve the same or similar facts and issues. The decision of the arbitrator within the limits herein prescribed shall be binding on the Association, the District and the grievant.

Expenses

All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expenses of the presentation of its own case.

Failure to Meet Time Limits

If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall not be subject to arbitration and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties may also in any particular case mutually agree in writing to expedite arbitration procedures such as those of the American Arbitration Association (AAA). The parties will attempt in good faith to adjust time limit problems which occur above Level I as a result of winter break, spring break or the summer recess.

Association Representation – Released Time

The grievant shall be entitled, upon request, to representation by the Association at all grievance meetings. In situations where the Association has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its views on the matter.

Grievance meetings normally will be scheduled by the District so as not to conflict with classroom duties. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District's central office, the District shall provide released time with no loss of pay to the grievant and the authorized representative of the Association if he/she is a unit member so that the session can be accommodated within such business hours. This shall constitute "reasonable periods of released time" within the meaning of Government Code 3543.1. (c).

Confidentiality

Upon written request of either party, it is agreed that from the time a grievance is filed until it is processed through arbitration, neither the grievant nor the Association nor the District shall publish or discuss in a public forum either the grievance or evidence regarding the grievance. Nothing in this Section prohibits a unit member, the Association or the District from conducting a confidential investigation with individuals who are or may be affected by the grievance.

No Reprisal

There shall be no reprisal against a unit member for filing a grievance or assistant a grievant in the above procedures.

Grievance Files

The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

ARTICLE VIII – TRANSFER

A. General

The District transfer policy is intended to provide an orderly and consistent procedure by which certificated personnel may be most effectively utilized within the District. Transfer of personnel within the District may be necessary in such cases as:

- enrollment changes
- school closure and opening
- program reduction
- placement of personnel returning from leave
- instructional needs of the District

B. Definitions

Transfer: A transfer is the movement of a unit member from one work location to another work location. The transfer may include a change in grade or subject area as long as the move involves changing worksites.

C. Criteria for Transfer

Once the District has established its instructional needs as stated in “E.1.a” below, the criteria for making decisions for transfers shall be the following:

- appropriate credentials
- individual qualifications
- district seniority
- preference of the unit member

D. Voluntary Transfer

1. Any credentialed unit member may request a transfer within the District for personal or professional reasons, by submitting a request for transfer to a building(s) in the District to the Assistant Superintendent, Human Resources.
2. The Superintendent shall cause to be posted in the District Office and in each building while school is in session, a notice of every known vacancy. Any unit member wishing a transfer to one of such vacancies shall apply, in writing, within ten (10) days following such notification to indicate the position desired (in order of preference if more than one (1) vacancy is applied for). No assignment to fill a contract position vacancy shall be made until the closing date.
3. Outside applicants, prospective interns, and district unit members shall compete for vacancies. Current unit members who apply for a vacancy and hold the appropriate credentials shall be considered for the vacant position. However, when credentials and individual qualifications of two or more unit members are substantially equal, district seniority shall be used as the deciding factor. Current unit members who apply for a vacancy will be given the opportunity for an interview.
4. All unit members who have applied for a specific vacancy shall be notified when the vacancy is filled.

5. The District shall, upon request of the unit member, notify that unit member during summer recess or period of leave of posted openings which may arise during the summer recess or period of leave. The unit member’s request must be in writing and must include a supply of stamped, self-addressed envelopes for biweekly mailings for the summer or period of leave.
6. If a unit member already has a transfer application on file, it is not necessary to make a further application in order to be considered for any vacancy for which the unit member may have applied. Transfer applications shall be valid for a period of one year from the date of submission.

E. Involuntary Transfer

1. Enrollment Change

- (a) The district shall determine the number and types of classes necessary to meet the instructional needs of the schools. Based on this determination, the district shall define the staffing needs of the schools. In matching the staffing needs with teaching personnel, the district may assign certain unit members with appropriate experience and credentials to specific classes in order to meet the identified instructional needs of those classes.
- (b) To the extent possible, the administrator will communicate with the staff the need for transfer due to declining enrollment.
- (c) If there are insufficient volunteers, the District shall determine the unit members to be involuntarily transferred by applying the following criteria in priority order:
 - (1) Instructional need at the sites as a result of “1(a)” above
 - (2) Appropriate credential
 - (3) District seniority
- (d) After the District has determined staffing needs as stated in “E.1. (a)”, in all instances when credential qualifications are equal, district seniority shall be the criteria used to break a tie between two or more unit members.
- (e) Involuntary transferees shall have the right of first return to the school from which he/she was transferred for a period of 1 (one) year, based on permanently vacated positions at the former site, appropriate credential and seniority as stated in Section “E.1.(c)” above.
- (f) “Seniority” for purposes of this Section shall mean length of paid contract service to the District. Unit members who teach less than a full-time assignment shall accrue seniority in the proportion his/her assignment bears to a full-time assignment.
- (g) The determination of the unit member to be involuntarily transferred shall not be predicated upon the performance of an extra service assignment.

2. School Closure

- (a) All unit members at the school to be closed shall be provided with a list of all vacancies in the District.
- (b) All unit members in the school(s) to be closed shall be provided with the opportunity of listing their first three (3) preferences for vacancies which appear on the list.
- (c) The District shall attempt to place all such unit members in one (1) of their top three (3) choices. In cases where more than one (1) unit member has listed a particular vacancy as his/her first, second, or third choice, the criteria listed in Section “C” of this Article shall apply.

3. School Openings

- (a) All unit members shall be provided with a list of all vacancies at the school to be opened.
- (b) Any unit member may apply for a voluntary transfer to any vacancy which the unit member is credentialed to fill.
- (c) The District shall apply the procedures stated in “E.2.” to all unit members who are assigned to a school site whose enrollment is changing due to a school opening.

4. Credential Authorization

- (a) A unit member may be transferred when it is determined that the present assignment is in violation of the unit member’s credential authorization.
- (b) A unit member may not be involuntarily transferred under the provisions of this Section while there is a vacant position at the site for which the unit member is credentialed.

F. Notification of Transfer

To the extent possible, the District agrees:

- 1. To minimize involuntary transfers during times other than in the spring of the school year, to be effective at the commencement of the next school year.
- 2. To notify unit members of transfers no later than June 1 of each year.
- 3. In the event a unit member is denied a voluntary transfer or is involuntarily transferred, the unit member shall be provided in writing, upon request, the reason(s) for such action.

G. Volunteers

In the case of an involuntary transfer, the District agrees to seek to identify volunteers prior to the implementation of an involuntary transfer. In such cases, the criteria outlined in Section “C” shall apply.

H. Miscellaneous Provisions

Elementary unit members shall be granted two (2) working days, or an equivalent form of support, for classroom preparation, free of teaching duties, in the event of transfer or reassignment during the school year.

ARTICLE IX – EVALUATION PROCEDURESA. General

The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the following provisions of this Article. Evaluations shall assess unit member performance on the basis of the factors contained in Education Code Section 44662 and the California Standards for the Teaching Profession. The evaluator's judgments and conclusions shall be substantiated with factual information. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or District, nor shall it contest the judgment of the evaluator; any grievances shall be limited to a claim that the following procedures have been violated.

B. Frequency of Evaluation

All probationary unit members shall be evaluated no less than twice each school year. Permanent unit members shall be evaluated no less than every other year except as provided herein.

A permanent unit member employed by the District as a certificated employee for at least 10 years may enter into a written agreement with their evaluator to be evaluated at least every five years, provided that the unit member: (1) is credentialed in subject area(s); (2) has their most recent evaluation an overall rating that meets standards. Either the unit member or the evaluator may terminate the agreement at any time by providing written notice to the other party prior to the planning conference of the school year in which the unit member will be evaluated.

C. Evaluation Dates

The initial annual evaluation for probationary unit members will be completed prior to January 1 and the second part prior to March 15. Permanent unit member's evaluations will be completed no later than 30 calendar days prior to the last student day of the school year.

D. Evaluator

The evaluator shall be the unit member's immediate supervisor, or other management employee who is so designated by District management. The Principal shall, in good faith, consider a unit member's request for a different evaluator. In the event that a unit member is on a remediation plan administered by his/her immediate supervisor, additional management personnel may be designated to provide additional documentation.

E. Planning Conference

By November 15th, a planning conference(s) shall be completed between the unit member and their supervisor. It is during this/these conference(s) that the certificated unit member outlines their objectives for the school year to their supervisor. The supervisor, after discussion and a good faith effort to reach mutual agreement with the unit member, shall determine the objectives. Individual objectives must be consistent with the educational and professional goals, objectives, and standards established by the District, school and/or program, and the California Standards for the Teaching Profession. The supervisor and the unit member shall each have a copy of the final objectives.

F. Identifying Constraints

In developing objectives, factors which might hinder the achievement of objectives are listed on the planning form and identified as constraints. If such constraints cannot be overcome by planning or reasonable exercise of skill, consideration should be given to modification of the proposed objectives or selection of a more feasible objective.

It is possible that later during the school year certain support requirements may become unavailable and consequently affect the achievement of objectives. Such constraints may be noted and original objectives modified by the evaluator accordingly. The unit member shall have the opportunity to list differences he/she might have regarding the constraints.

G. Observations

Each written evaluation shall be preceded by at least one (1) observation of a minimum of twenty (20) minutes in length. Within eight (8) working days following the observation, the observer and the unit member shall conduct a conference, during which time they shall review the observation and the content to be included in the evaluation record as a result of the observation. In the event that the evaluator does not conduct the conference within the eight (8) days, the observation shall be disregarded, unless both the evaluator and the unit member agree to use it. Absence or unavailability of the unit member shall extend the eight (8) day time period proportionately. The primary purpose of observations shall be to identify strengths and/or weaknesses of performance and to provide assistance as needed.

H. Remediation Plan

When the evaluator or immediate supervisor determines that improvement is required, specific suggestions must be made in writing, and shall indicate areas where improvement is needed, specific suggestions for improvement, additional resources that will be utilized to assist with improvement, evaluator's role in assisting teacher, techniques for measurement of improvement, and time schedule for monitoring progress. If there was a reasonable period of time in which to accomplish such notice and opportunity for improvement, but the evaluator failed to do so, the problem shall not be mentioned in the final evaluation.

I. Personnel Files

No negative evaluation of performance shall be predicated upon information or material of a derogatory or critical nature which has been entered or filed in the unit member's personnel file unless the teacher has first been given written notice of same and an opportunity to comment. During the discussion of the complaint, both the complainant and unit member together with the appropriate administrator shall be present in an attempt to resolve the matter.

If the unit member receives a final evaluation of unsatisfactory, and such evaluation is predicated upon derogatory or critical material which was received from parents or students and placed in the personnel file, the unit member may utilize the grievance and arbitration procedures of Article VII, subject to the following: The grievance shall be limited to a claim that the evaluator acted in an arbitrary or capricious manner and had no reasonable basis in fact for relying upon the material in question.

J. Evaluation by the Public

Evaluation of performance shall not be predicated upon any material of a derogatory or critical nature which has been received by the evaluator from others (such as parents and citizens) unless the member has first been given notice of same and an opportunity to review and comment, including the right to enter written comments into the records. Whenever such a complaint is made, it shall be reduced to writing and signed by the complainant and the teacher shall be furnished a copy within five (5) school days of the receipt by the supervisor. In the event that the complainant refuses to reduce the complaint to writing, it shall be disregarded and may not in any way be utilized as part of the evaluation process. Within ten (10) school days of the receipt of the written complaint by the supervisor, the supervisor shall hold a conference between the complainant, the unit member and the supervisor in an effort to resolve the complaint. In the event the complaint is not resolved within five (5) school days after the conference, a summary of the complaint, the factual investigation, and the action taken, if any, shall be prepared by the supervisor and furnished to the unit member. The unit member shall have five (5) school days to furnish a written response. Both the summary and the written response may then be entered in the unit member's personnel file.

Receipt of the summary shall be acknowledged in writing by the unit member. The unit member's acknowledgment signifies only that he/she has received and read the summary. It does not signify agreement.

K. Evaluation Review

No unit member shall be reprimanded, suspended, or given a disciplinary transfer without reasonable and just cause.

If the employee believes that the evaluation conclusions have no basis in actual fact, he/she may utilize Levels I and Levels II of the Grievance Procedures as a process to review the evaluation, but may not proceed to arbitration with such a claim.

L. Waiver of Rights

While evaluation procedures may in many cases be related for evidentiary purposes to disciplinary/discharge proceedings, discipline and discharge procedures may in appropriate cases be undertaken independently of the evaluation procedures contained in this Article. This provision shall not, however, constitute a waiver of any rights a unit member may have to adequate notice of performance deficiencies and adequate opportunity to improve.

M. Personal Activities/Use of Materials

Evaluation of performance shall not be predicated upon lawful personal and/or political activities and opinions of unit members so long as such activities and expressions are in accordance with state law and board policy. In addition, evaluation of performance shall not be predicated upon unit members' lawful use of teaching materials provided that such materials are consistent with the age and maturity level of the students in the class and with district approved curricula, program, and policies of the Board of Education as promulgated from time to time.

N. Professional Growth Programs

While the parties encourage participation by unit members in the various professional growth activities, professional growth programs, inservices, or workshops held after the regular working hours shall be voluntary. This does not include staff or departmental meetings at the school site but staff meetings which include inservice shall not exceed one and one-fourth hours unless mutually agreed upon by a majority of the faculty present at the meeting.

O. Professional Development Days

Professional Development Days will be limited to inservice on instructional methods including teaching strategies, classroom management, and academic content in core curriculum areas. Inservices should be based on teacher input as it relates to the school and district plan.

As part of a good staff development program, time should be allowed for planning for implementation. Whenever feasible, the last hour of a professional development day should be used for articulation among colleagues in order to incorporate strategies presented into their curriculum.

ARTICLE X – SAFETY

- A. The District shall make a reasonable effort to provide employment and a place of employment which is as safe as the nature of the employment and assigned duties reasonable permits. A unit member shall not be required to perform duties under conditions which pose an immediate and serious threat of serious bodily harm to the unit member provided that he or she has exhausted all reasonable means within his or her discretion to remedy the condition. In addition, the District will provide appropriate training for any unit member whose job description requires him/her to perform medical procedures on students.

- B. Unit members must notify their immediate supervisor in writing or in the case of emergency, orally, concerning an unsafe condition in the District directly affecting the physical welfare of any student or unit member. Their immediate supervisor or his/her designee shall investigate said unsafe conditions as soon as is practicable within five (5) working days.

- C. Any abuse of unit members, assault or battery upon unit members or any threat of force or violence directed toward unit members at any time or place which is related to school activity or school attendance shall be reported by unit members to their immediate supervisor.

- D. The District shall take appropriate action whenever a unit member, while in attendance at school or related school function, is physically or verbally attacked by another person or persons. Such action will include reporting such incidents to the appropriate law enforcement agencies as provided in the Education Code.

- E. A unit member may suspend a student for the day of suspension and the day following for an act enumerated in “Causes for Suspension” listed below, and shall refer the student to the building administrator immediately for appropriate action. If suspension requires the continued presence of student at school, there shall be appropriate supervision as defined in district policies. As soon as possible, the teacher shall ask the parent to attend a conference regarding the suspension. Whenever practicable, a school counselor or psychologist shall attend. A school administrator shall attend the conference if the teacher or parent so requests. During the suspension, the student shall not be returned to the class without the concurrence of the teacher and principal.

A suspended student shall not be placed in another regular class during the suspension; however, if assigned to more than one class per day, the student may not be placed in any regular class meeting at the same time.

In lieu of suspension, the unit member may refer a student for an act enumerated in “Causes for Suspension” below to the principal or designee for consideration of suspension.

Causes for Suspension

1. Caused, attempted to cause, or threatened to cause physical injury to another person; or
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession, the student obtains written permission, concurred in by the school principal, to possess the object; or
3. Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of any controlled substance, as defined in Section 11007 of the Health and Safety Code, alcoholic beverage, or intoxicant of any kind; or
4. Unlawfully offered, arranged or negotiated to sell any controlled substance, as defined in Health and Safety Code Section 11007, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished another liquid, substance, or material and represented such liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant; or
5. Committed robbery or extortion; or
6. Caused or attempted to cause damage to school property or private property; or
7. Stolen or attempted to steal school property or private property; or
8. Possessed or used tobacco on school premises, except as provided in Education Code Section 48903.6; or
9. Committed an obscene act or engaged in habitual profanity or vulgarity; or
10. Unlawfully offered, arranged, or negotiated to sell any drug paraphernalia as defined in Section 11364 of the Health and Safety Code; or
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisor, teachers, administrators, school officials or other school personnel engaged in the performance of their duties; or
12. Knowingly received stolen school property or private property.

Suspension may only be imposed when other means of correction fail to bring about the proper conduct, except that a student may be suspended for a first offense if the principal or Superintendent determines that the student violated Section A (1), (2), (3), (4), or (5), or that the student’s presence causes a danger to persons or property or threatens to disrupt the instructional process. The teacher may require the suspended student to complete any assignments and tests missed during the suspension.

- F. Whenever the District places a student who has exhibited serious behavioral problems or history of past violence, the receiving teacher(s) shall be notified of past behavioral circumstances known by the District as soon as the information is received and verified. Whenever the District places a student who has alleged serious accusations against a particular teacher which could lead to serious disciplinary action against that same teacher, that teacher shall be notified as soon as the information is received and verified.

ARTICLE XI – WORK STOPPAGE

- A. Apart from and in addition to existing legal restrictions upon work stoppages, the Association and its affiliate, the California Teachers Association, hereby agree that neither it nor its members, or agents, or representatives, or the employees, or persons acting in concert with any of them, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever against the District during the life of this Agreement for any cause or dispute whatsoever or wheresoever located, including but not limited to disputes which are subject to the grievance provisions of Article VI, disputes which are specifically not subject to the grievance provisions of Article VI, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike, walkout, slowdown, or work stoppage or threat thereof, the Association and its officers will do everything reasonably within their power to end or avert the same.
- B. Upon violation of Paragraph A, and in addition to the District's rights to judicial relief in the form of injunctions and damages, the District may terminate this Agreement upon written notice, with rationale, to the Association to such effect, following which the District shall have the right unilaterally to effectuate, without prior notification to or discussion with the association, such changes in wages, hours, and terms and conditions of employment of unit members covered hereby as are, in the sole judgment of the District, necessary and proper in order to restore and maintain efficient operation of the school system.
- C. Any unit member authorizing, engaging in, encouraging, recognizing or assisting any strike, slowdown, work stoppage or other concerted interference with normal operations in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall be subject to termination. The District reserves the right to selectively discipline employees hereunder.
- D. In the event that the Association, its members, agents, representatives, employees or persons acting in concert with them have violated the provisions of this Article over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance provisions of the Agreement, the Association (and the unit members) shall be deemed to have waived the right to process the grievance and the dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.

ARTICLE XII – CLASS SIZE

A. Class Size – General

District retains the right to determine the number of unit members and related matters as indicated in Article III – Management Rights. However, the District shall make a good faith effort to meet the following class size goals and desired class maximums subject to reasonable constraints.

B. Class Size – Goals and Desired Maximums

The following are District-wide average class size goals:

- 30 students with desired maximum of 33 per class in Kindergarten;
- 30 students with desired maximum of 31 per class in grades 1-3;
- 31 students with desired maximum of 33 per class in grades 4-6;
(combined grades K-1 or 3-4 shall be covered by the 1-3 ratio);
- 33 students with desired maximum of 35 per class in grades 7-12;
- 10 students with a desired maximum of 12 students in Elementary per Special Day Classes, and District-Wide Moderate/Sever Classes

13 students with a desired maximum of 15 students in Secondary Mild/Moderate Self-Contained Classes

The District will make a good faith effort to create co-taught classes at the secondary level with a desired maximum ratio of 1/3 students with co-taught specialized academic instruction (SAI) services as designated within their IEP.

The average class size for Special Education classes shall not exceed the maximums allowable in the State Laws.

Excluded from the above goals and desired maximum are classes in physical education; instrumental or vocal music; skills practice classes such as typing and business machines; study hall; situations in which two or more individual classes are assembled together for special instructional purposes; team teaching situations; or any other similar situations. It is understood that the term “desired maximum” as used herein is not intended to mean that such a class size is the optimum or most desirable class size, but is rather intended to mean that the District has established as a desirable goal that such size not be exceeded. Site administrator shall make a good faith effort to involve the school staff in planning with respect to class size and support services program.

ARTICLE XIII – ENTIRE AGREEMENT

- A. The District shall not be bound through this Agreement to any requirements which are not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the District is not bound by any past practices of the District or understanding with any unit member, organization or council, unless such past practices or understanding are specifically stated in this Agreement. Past practices can be used only as indicated in Article VI – Grievance Procedures.

- B. The parties agree that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment, and that during the term of this Agreement neither the District nor the Association will be required to meet and negotiate any further matters affecting these or any other subjects not specifically set forth in this Agreement.

ARTICLE XIV – MISCELLANEOUS PROVISIONS

In the event of a conflict between the terms of this Agreement and any Board policies, procedures, or individual contracts of employment, the terms of this Agreement shall prevail.

Job Sharing

Teachers interested in job sharing shall submit their job sharing proposal to their principal no later than April 1 for the following school year. All job sharing proposals shall be considered regardless of school site or grade level. The final decision of all job sharing proposals shall be made by the site principal. Job sharing teams wishing to renew job sharing arrangements shall make annual application to their principal. Tenured full-time unit members may have the right to return to full-time employment the following year if a vacancy for which they are qualified exists. The District and the employee may agree on a definite return date as part of the part-time and shared contract agreement. Employees intending to return to full-time status in September must notify the District of their intent to do so by March 15 of the year that they wish to return to full-time status.

1. K-5 job share teams wherein each bargaining unit member works 50% of a full-time assignment shall not be eligible for the health and welfare benefit contained at Article XVII, Section A, “Fringe Benefits – District Contribution Toward Unit Member Health Benefit Coverage”.
2. The members of each K-5 job share team shall determine which of the two team members shall receive the full District contribution toward employee-only medical benefits.
3. The job share team member who has elected to waive employee-only medical coverage as a condition of participating in a job share shall sign a waiver of such benefit. If the member waiving benefits has other health coverage, he/she shall provide written confirmation of such coverage to the District.
4. Teachers in job share assignments shall take non-work/furlough days on a proportional basis, so that each partner in the assignment takes the number of non-work/furlough days proportional to a full-time assignment.

ARTICLE XV – EARLY RETIREMENT OPTIONS

A. Employment of Retirees as Consultants

1. It is the intent of the Board of Education to provide opportunities for early retirement to qualified employees. Regulations governing the Early Retirement Incentive Program shall provide benefits to both the employee and the school district.

2. Eligibility
 - (a) To be considered for Early Retirement Incentive Program, the eligible applicant must initiate a request. The applicant must:
 - (1) Have completed ten (10) years of satisfactory service in the Los Alamitos Unified School District by June 30 of the year in which application is made. Service credit shall be given for service in the Anaheim Union High School District for those employees hired by the District on or before July 1, 1980, or for service in the Los Alamitos School District.
 - (2) Agree to serve the number of days required as determined by dividing the retiree’s daily rate at time of retirement into the amount permitted by Education Code 23919.
 - (3) The early retiree and the District shall enter into a contract for up to but not to exceed five years or age 65, whichever occurs first. The early retiree must agree to sign all documents required by the District and the County Department of Education to implement this plan.

3. Compensation and Benefits

- (a) Applicants awarded contracts will be compensated as follows:
 - (1) Compensation shall be predicated upon the individual’s daily rate at the time of retirement excepting that in no instance shall the amount exceed the amount permitted by Education Code 23919.
 - (2) The retiree (excluding dependents) shall receive health benefits provided similar retired employees. The retiree has the option to obtain dependent coverage at the retiree’s expense subject to the rules of the insurance company.
 - (3) Individuals under Early Retirement Incentive Programs are not entitled to any benefits whatsoever except as expressly provided for in this policy.

4. Procedure

- (a) The eligible applicant must submit a written proposal for entry into the program along with a letter of resignation. Within the scope of the accepted written proposal, the Administration retains the right to assign any and all duties and work sites to the eligible applicant. The resignation will be contingent upon acceptance into the program.

- (b) The eligible applicant may choose to terminate participation in the program at the close of any school year. The District may terminate participation if the applicant does not satisfactorily perform the duties assigned as determined by the District.

B. Part-Time Employment/Retirement Plan

1. The Board of Education may grant, upon request of a certificated employee, part-time employment with full retirement credit. If such part-time employment with full retirement credit is allowed, the minimum requirements shall be as follows:
 - (a) The employee may reduce his/her workload from full-time to part-time duties and maintain retirement benefits in accordance with the provision of this policy.
 - (b) The employee must have reached the age of 55.
 - (c) The employee must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment in the district. For purposes of this policy, sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year service requirement prescribed by this policy.
 - (d) The option of part-time employment may only be exercised at the request of the employee and can be revoked only with the mutual consent of the District and employee.
 - (e) This option is limited in pre-kindergarten through grade 12 to certificated employees who do not hold positions with salaries above that of a school principal.
 - (f) The employee shall be paid a salary which is a pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment.
 - (g) The employee (excluding dependents) shall receive health benefits provided active employees. The retiree has the option to obtain dependent coverage at the retiree's expense subject to the rules of the insurance company.
 - (h) The employee shall contribute to the Teachers' Retirement Fund the amount that would have been contributed had the member been employed full-time. The District shall contribute to the Teachers' Retirement Fund an amount based upon the salary that would have been paid to the member had the member been employed full-time and at the rate specified by the State Teachers' Retirement System.
 - (i) The minimum part-time employment shall be the equivalent of one-half ($\frac{1}{2}$) of the number of days of service required by the employee's contract of employment during his/her final year of service in a full-time position. This part-time arrangement may be of two (2) types:

Type 1: Part-time all year during the regular school term.

Type 2: Full-time for one semester.
 - (j) Such an agreement is limited to a period of five (5) years or age 70, whichever comes first.

2. The provision of the above shall not include the Board of Education from entering into any other part-time employment contract for employees of the District.

C. Early Retirement Benefits

The Board shall provide medical and dental coverage in a District health insurance plan with medical and dental coverage to be at a comparable level and choice to that which is in effect for current employees. The retiree may elect to purchase coverage for eligible dependents at retiree's expense. The unit member must be at least 55 years of age, must qualify for retirement under STRS, and must have served the District for ten (10) years, which need not be continuous but shall have been served within the last fifteen (15) years.

Unit members hired on or after July 1, 2010, must be at least 55 years of age, must qualify for retirement under STRS, and must have served the District for twenty (20) years, which need not be continuous, but shall have been served within the last twenty-five (25) years.

This benefit shall terminate upon the occurrence of any of the following events:

- (1) When the retiree becomes eligible for Social Security/Medicare;
- (2) Upon death of retiree;
- (3) When the retiree or spouse becomes eligible for a group medical plan with another employer or agency.

ARTICLE XVI – SALARIES AND SALARY SCHEDULE RULES OF APPLICATION

A. Conversion of Quarter Units

For purposes of uniform salary placement, course units are counted by semester units. Quarter units are converted to semester units as follows:

“One quarter unit equals 2/3 of a semester unit.”

B. Salary Schedule

Unit members assigned to the Certificated Unit Salary Schedule are those regular full-time employees whose position description includes the title:

“All regular classroom teachers, grades kindergarten through 12, including regular half-time teachers; Learning Specialist*; Resource Specialist Program Teachers; Special Day Class Teachers; Media Center Teachers; Music Teachers; Nurses; Title I Teachers; SIP Coordinators; Librarians; Speech/Language Pathologists; and Temporary Teachers who work at least 75% of the school year; and District Interns.”

*Learning Specialists shall receive a 15% stipend, not to exceed \$5,000 annually.

The Salary Schedule for 2015-16 and 2017-18 will be incorporated into this Agreement as Appendix “A”.

C. Pay Period

1. Salary warrants for regular unit members shall be issued on or about the last working day of each month, with appropriate deductions. Unit members shall have the option annually of selecting pay periods on a ten (10) or twelve (12) payment basis.
2. Unit members who resign from the District, and are subsequently re-employed, will be placed on the salary schedule in a position no higher than the sixth step, their previous experience notwithstanding. However, tenured unit members who resign and are subsequently re-employed within thirty-nine (39) calendar months from the time of resignation shall be restored to their previous schedule status.

D. Initial Placement on the Salary Schedule

1. Unit members with regular credentials shall, upon employment, be given up to a maximum placement of the sixth step of the salary schedule provided such experience was acquired in public schools or accredited private schools of the United States or its possessions, or job experience directly related to employment. Official transcripts must be received by the District no later than November 1 of the first year of District employment, or, if the effective date is after November 1, not later than 30 days from the first day of employment.
2. Full salary schedule credit to a maximum placement of the sixth step shall be granted for overseas teaching, exchange teaching, Peace Corps service, and VISTA service.
3. Credit for one (1) year’s service shall be granted to teachers for each 200 days of verifiable substitute teacher service to a maximum of two (2) years credit.

4. For initial placement, lower division units acquired after the Bachelor's Degree are not acceptable for salary credit.
5. Graduate courses taken prior to the Bachelor's Degree will be accepted for salary credit only if they were allowed by the college as graduate credits.

E. Advancement on the Salary Schedule

1. Lower division units will not be acceptable for column change unless prior approval for such units is obtained in writing from the Superintendent.
2. In order to assure course credit for column advancement on the salary schedule, the unit member should obtain approval in advance from the Superintendent or designee. Also, all courses honored for salary credit shall meet the following criteria:
 - (a) The units must be from a college or university accredited by the Western Association of Colleges and Universities or an equivalent accreditation authority in other areas;
 - (b) The units must be for a course related to the unit member's current or anticipated district assignment;
 - (c) The units must be treated by the university as creditable toward a degree or certificate; and
 - (d) A grade of "B" or better or "pass" must be received in order for a course to be acceptable for salary credit. It is agreed that, with the approval of the Superintendent, a Certificated unit member may receive salary credit for a total of six (6) semester units of upper division or graduate level coursework with a "C" grade for courses taken after June 1, 1984, and for the duration of employment in the District. Approval is at the sole discretion of the Superintendent.

Any unit member who is denied approval under this section may appeal such denial to the Superintendent.

3. Movement, when eligible, from one column to another column shall be effective when possible by September 1 of any fiscal year. Unit members are required to file a written intent to qualify for such movement with the District Office by May 1 for this transfer to become effective in September. Official transcripts, or other official proof of completion of the written intent, shall be provided by November 1.
4. Unit members qualifying for a new column shall move across at the same level to the new column and down one step (annual increment). Intermediate columns shall be skipped when qualifications warrant such action.
5. Effective 1987-88 school year, a unit member must serve 50% of a regular, full-time assignment in order to advance on the salary schedule for the following year.
6. Salary increment increases will be granted to those certificated unit members both full and half-time who have received a satisfactory performance evaluation.

F. Doctorate Degrees

An annual stipend of \$600 will be paid to a unit member with an earned doctorate degree (Ph.D. or Ed.D.) from an accredited university.

G. National Board Certification

A one-time bonus of \$1,000 shall be paid to a unit member who is currently or becomes Nationally Board Certified.

H. Extra Service Pay

1. The Extra Service Pay Schedule is attached as Appendix B.

2. Extra Service Pay shall be compensated on the following schedule outside of the regular pay cycle:

- (a) District – Extra Service Pay positions will be compensated once per year, prior to the end of the school year in which the service was performed.
- (b) Elementary School – Extra Service Pay positions will be compensated once per year, prior to the end of the school year in which the service was performed.
- (c) Middle School – Extra Service Pay positions with stipends of less than \$1000 per year will be compensated once per year, prior to the end of the school year in which the service was performed.

Extra Service Pay positions with stipends of \$1000 or more will be compensated twice per year in two substantially equal installments, once at the end of November and once prior to the end of the school year in which the service was performed.

- (d) High School Academic and Extracurricular (except as described in (e) below) – Extra Service Pay positions will be compensated three times per year in three substantially equal installments, once by the end of November, once by the end of March, and once prior to the end of the school year in which the service was performed.
- (e) High School Athletic Director and Related Coaches (including all official Sports Teams, Cheer/Song/Mascot, Dance, Music, Band, Auxiliary Group, Color Guard) – Extra Service Pay positions will be compensated three times per year in three substantially equal installments, once by the end of November, once by the end of March, and once prior to the end of the school year in which the service was performed. CIF stipends will be paid prior to the end of the school year in which the CIF service was performed.
- (f) Saturday School and Summer School positions – The hourly Extra Service Pay rate for these duties shall be included in regular monthly compensation.

ARTICLE XVII – FRINGE BENEFITSA. Fringe Benefits

District Contribution Toward Unit Member Health Benefit Coverage – It is understood that the District shall provide employee and dependent coverage for the medical/ dental/vision/life benefits for full-time members. The District shall provide employee-only medical coverage for employees working at least .5 FTE, but less than full-time, and 50% of the cost of life insurance for such part-time unit members wishing to purchase the insurance.

Effective July 1, 2006:

1. The District medical plan is modified to include \$2,000,000 lifetime maximum benefit per person effective July 1, 1976.
2. The District PPO medical plan is modified to include annual deductibles and annual out-of-pocket costs for 2006-07 as shown on Appendix E, page 3.
3. The District will provide vision benefits to employees only.
4. The District will provide an indemnity dental benefit of at least \$1500 per year per covered employee or family member.
5. The District will provide chiropractic coverage.

B. Insurance Coverage

- (a) Effective July 1, 2006, a single, new health plan shall take effect. Commencing with school year 2006-2007, the District shall offer the attached plan of medical benefits to eligible full-time unit members. (See changes on page 3 of Appendix E.) The plan shall offer eligible full-time unit members the option of selection of PPO plan coverage for their dependents with the cost of such dependent coverage to be paid by employee payroll deduction as a condition of receipt of coverage (see Appendix E, page 1). Coverage for full-time eligible employees will include medical, vision, dental and life insurance.
- (b) Retirees receiving medical and dental benefits under Article 15 shall, as a condition of receipt of benefits, have retiree-only coverage equivalent to full-time employees' medical and dental coverage. Retirees shall pay all costs of benefits for any dependent coverage at annual rates provided by the actuary.
- (c) Employees who work at least .5 FTE, but less than full time, and elect coverage, shall receive employee-only medical coverage as set forth in Appendix E. The employee may purchase life insurance for 50% of the cost that the District incurs.
- (d) Employees who work at least .5 FTE, but less than full time, who elect dependent coverage, shall pay, through payroll deductions, the annual rates provided by the actuary.

(e) Employees may opt out of the District’s Health Plan, only if they can show proof of other health coverage and may only come back onto the District’s Health Plan should the employee’s coverage be affected by a documented COBRA qualifying event which are:

- Death of covering spouse or parent, or
- Termination of employment (for reasons other than gross misconduct) or reduction in work hours for covering spouse, parent, or self if covered under another employer’s medical plan, or
- Divorce or legal separation from covering spouse, or
- Dependent child returning to qualified dependent child status as defined in the plan in effect.

Under no circumstances will the District provide cash-in-lieu of benefits.

(f) A 30-day recertification process to verify dependent eligibility, election of dependent coverage, opt-outs, and education about the terms of the plan shall be held upon ratification.

(g) Commencing July 1, 2007, individual annual deductibles will increase by \$200 with out-of-network and family deductibles to be increased in proportion to their current ratios (see Appendix E, page 4 for 2007-08).

(h) If this agreement is ratified by the parties by June 21, 2006, a 4% one-time, off-schedule bonus, to Appendix A only, retroactive to May 1, 2006, shall be paid for the 2005-2006 school year. If this Agreement is not ratified by June 21, 2006, such bonus shall not be paid.

C. Mileage

Unit members required to drive their personal automobiles on District business other than driving to and from home to school shall be reimbursed for such usage at current IRS rate. The use of private vehicles for business is subject to the approval of the immediate supervisor. Reimbursement for mileage is subject to the approval of the immediate supervisor.

D. IRC 125 Plan

An IRC 125 Plan shall be offered to employees in accordance with Federal Regulations.

ARTICLE XVIII – CAREER TECHNICAL EDUCATION PROGRAMS

A. Application

This Article shall apply to unit members assigned to the District’s Career Technical Education (“CTE”) programs who possess only a CTE credential. Unless otherwise indicated in this Article, all provisions of this Agreement except Article XVI will apply to such unit members.

B. Salary Schedule

The salary schedule for unit members subject to this Article is incorporated into this Agreement as Appendix A-2. For purposes of initial placement on this schedule, teachers will receive credit for up to five years of previous full time ROP or CTE instruction.

C. Merit Pay provisions

1. In addition to the salary set forth in paragraph B above, unit members subject to this Article are eligible to receive merit compensation. The maximum annual amount of merit compensation a unit member can receive is \$8,000.00.

2. To be eligible for merit compensation, a unit member’s most recent evaluation must be satisfactory or better. The basic merit compensation amount shall be \$5,000.00. The merit compensation activities that qualify for merit pay are divided into three categories (Enrichment, Partnerships and Student Support). A chart designating the categories and activities under each category is incorporated into this Article as Appendix H. To qualify for the basic amount (\$5,000.00), a unit member must complete at least one of the items listed under each category. Thereafter, a unit member may receive additional merit compensation for completing additional items under the Enrichment category and the Student Support category. A unit member who completes an additional item under the Enrichment category shall receive \$1500.00 and a unit member who completes an additional item under the Student Support category shall receive \$500.00 per additional item up to \$1,000.00 annually. Completion of the requirements for both the basic allocation (\$5,000.00) and the additional merit compensation allocations (\$2,500.00) must be verified by the site administrator.

3. A unit member who receives an Exemplary Evaluation will receive \$500.00. To receive the Exemplary Evaluation amount on an annual basis, a unit member must be evaluated annually. If the unit member is not scheduled to be evaluated (e.g. is “off cycle”), the unit member must ask to be evaluated in such a year during Fall Planning or no later than November 15. The new Exemplary Evaluation form will be operative in January 2017.

4. All merit pay amounts will be paid in the last paycheck of the school year (currently June 30).

5. Unit members serving pursuant to this Article who obtain a standard teaching credential shall be entitled to move to the certificated salary schedule. For purposes of initial placement upon the certificated salary schedule, unit members shall receive up to 5 years of credit for previous full time ROP or CTE instruction as well as credit for all years of full time instruction provided in the District’s CTE program. Unit members placed on the certificated salary schedule will no longer be eligible to participate in the merit pay provisions set forth in this Article. In order to be placed on the certificated salary schedule, unit members must submit official transcripts and standard teaching credentials by November 1 of the year they want to move to the certificated salary schedule. Failure to submit transcripts and credentials by November 1 will disqualify a unit member from moving that year.

ARTICLE XIX – DURATION AND RENEGOTIATIONS

A. Duration

This Agreement shall become effective on July 1, 2021.

B. Ground Rules for Negotiations

The association will sunshine re-opener language for the 2022-2023 contract at the June 14th Board meeting.

LANGUAGE FOR THE TENTATIVE AGREEMENTS

The District and LAEA bargaining teams shall continue to discuss ongoing issues and meet and confer as soon as practicable for the purpose of negotiating a successor agreement for the 2022-2023 school year and beyond.

CERTIFICATED AGREEMENT

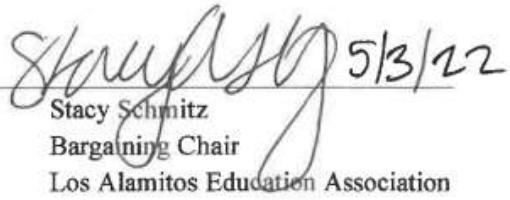
2020-2022

LOS ALAMITOS UNIFIED SCHOOL DISTRICT

2020-2022

CERTIFICATED AGREEMENT

LOS ALAMITOS EDUCATION ASSOCIATION
DISTRICT

By  5/3/22
Stacy Schmitz
Bargaining Chair
Los Alamitos Education Association

LOS ALAMITOS UNIFIED SCHOOL

By 
Joe Fraser, Ed.D
Chief Negotiator
Los Alamitos Unified School District

Signed on this date May 3, 2022

Board Approval: June 14, 2022

**LOS ALAMITOS UNIFIED SCHOOL DISTRICT
2020-2021
CERTIFICATED SALARY SCHEDULE**

**APPENDIX A
2% Increase**

	A	B	C	D	E
STEP	Intern/ Non-Credential	BA	BA + 30	BA + 45	BA + 60 & Master's
1	\$53,756	\$66,125	\$66,126	\$66,127	\$71,184
2	\$56,011	\$66,126	\$66,127	\$68,848	\$74,169
3	\$58,338	\$66,127	\$67,943	\$71,941	\$77,482
4	\$60,621	\$66,128	\$70,568	\$75,015	\$80,814
5	\$62,912	\$67,943	\$73,183	\$78,107	\$84,119
6	\$62,912	\$70,494	\$75,797	\$81,188	\$87,446
7	\$62,912	\$72,897	\$78,424	\$84,274	\$90,755
8	\$62,912	\$75,369	\$81,043	\$87,355	\$94,077
9	\$62,912	\$78,076	\$83,655	\$90,433	\$97,395
10	\$62,912	\$80,576	\$86,804	\$93,587	\$100,717
11	\$62,912	\$83,122	\$89,935	\$96,733	\$104,027
12	\$62,912	\$85,630	\$93,070	\$99,878	\$107,342
13	\$62,912	\$88,135	\$96,223	\$103,027	\$110,654
14 - 16	\$62,912	\$90,634	\$99,355	\$106,182	\$113,961
(17 - 20 years)			\$103,517	\$110,422	\$118,450
(21 - 23 years)			\$106,685	\$113,604	\$121,795
(24 - 26 years)			\$109,862	\$116,780	\$125,134
(27+ years)					\$128,480

- Column A Intern and Non-credential
 - Column B Bachelor's Degree and appropriate teaching credential
 - Column C Bachelor's Degree plus 30 semester units of upper division or graduate work and appropriate teaching credential
 - Column D Bachelor's Degree plus 45 semester units of upper division or graduate work and appropriate teaching credential
 - Column E Bachelor's Degree, Master's Degree and/or Doctoral Degree*, plus 60 semester units of upper division or graduate work and teaching credential. 30 units beyond the Master's Degree may be taken before, after, or concurrently with the Master's, but after the Bachelor's.
- *An annual stipend of \$600 will be paid to a unit member with an earned doctorate degree (Ph.D. or Ed.D.) from an accredited university.

Experience: Unit members with regular credentials shall, upon employment, be given up to a maximum placement of the sixth step of the salary schedule provided such experience was acquired in public schools or accredited private schools of the United States or its possessions

Advancement on the salary schedule: In order to assure course credit for column advancement on the salary schedule, the unit member should obtain approval in advance from the Superintendent or designee. Movement, when eligible, from one column to another column shall be effective when possible by September 1 of any fiscal year. Unit members are required to file a written intent to qualify for such movement with the District Office by May 1 for this transfer to become effective in September.

Transcript-Date: It shall be the responsibility of the employee to submit verification of completed work and/or degrees. Official transcripts from your college or university must be received in Human Resources by November 1.

Board Approved: December 14, 2021

Effective Date: July 1, 2020

**LOS ALAMITOS UNIFIED SCHOOL DISTRICT
CAREER TECHNICAL EDUCATION CREDENTIALLED
2020-2021 SALARY SCHEDULE**

STEP	BB	CC	DD	EE
	CTE Credential	AA/AS Degree	BA/BS Degree	BA/BS + Master's Degree
1	45,076	48,496	53,756	59,163
2	46,424	49,708	55,370	60,820
3	47,830	50,952	57,059	62,522
4	49,266	52,479	59,388	64,274
5	50,787	53,892	61,170	66,073
6	52,582	55,507	63,004	67,922
7		57,066	64,896	69,825
8		58,781	66,842	71,779
9 - 10		60,545	68,848	73,790
11 - 12		62,360	70,912	75,856
13 - 15		64,225	73,039	77,979
16-19		66,027	75,232	80,163
20		67,876	77,488	82,408

For holders of Designated Subjects and Career Technical Education credential documents issued by the Commission on Teacher Credentialing and are contracted Los Alamitos Unified employees.

Column BB CTE Credential
 Column CC AA or AS Degree and CTE Credential
 Column DD BA or BS Degree and CTE Credential
 Column EE BA or BS Degree plus Master's Degree and CTE Credential

*An annual stipend of \$600 will be paid to a unit member with an earned doctorate degree (Ph.D. or Ed.D.) from an accredited university.

CLAD/SDAIE Equivalent

All CTE teachers must hold a Certificate of Completion of CLAD or SDAIE equivalent.

Experience

Unit members with CTE credentials shall, upon employment, be given up to a maximum placement of the sixth step of the salary schedule provided such teaching experience was acquired in public schools or accredited private schools of the United States or its possessions.

Advancement on the salary schedule

In order to assure course credit for column advancement on the salary schedule, the unit member should obtain approval in advance from the Superintendent or designee. Movement, when eligible, from one column to another column shall be effective when possible by September 1 of any fiscal year. Unit members are required to file a written intent to qualify for such movement with the District Office by May 1 for this transfer to become effective in September.

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It shall be the responsibility of the employee to submit verification of completed work and/or degrees. Official transcripts from your college or university must be received in Human Resources by November 1.

Board Approved: December 14, 2021

Effective Date: July 1, 2020

**LOS ALAMITOS UNIFIED SCHOOL DISTRICT
2021-2022
CERTIFICATED SALARY SCHEDULE**

**APPENDIX A
1% Increase**

	A	B	C	D	E
STEP	Intern/ Non-Credential	BA	BA + 30	BA + 45	BA + 60 & Master's
1	\$54,294	\$66,786	\$66,787	\$66,788	\$71,896
2	\$56,571	\$66,787	\$66,788	\$69,536	\$74,911
3	\$58,921	\$66,788	\$68,622	\$72,660	\$78,257
4	\$61,227	\$66,789	\$71,274	\$75,765	\$81,622
5	\$63,541	\$68,622	\$73,915	\$78,888	\$84,960
6	\$63,541	\$71,199	\$76,555	\$82,000	\$88,320
7	\$63,541	\$73,626	\$79,208	\$85,117	\$91,663
8	\$63,541	\$76,123	\$81,853	\$88,229	\$95,018
9	\$63,541	\$78,857	\$84,492	\$91,337	\$98,369
10	\$63,541	\$81,382	\$87,672	\$94,523	\$101,724
11	\$63,541	\$83,953	\$90,834	\$97,700	\$105,067
12	\$63,541	\$86,486	\$94,001	\$100,877	\$108,415
13	\$63,541	\$89,016	\$97,185	\$104,057	\$111,761
14 - 16	\$63,541	\$91,540	\$100,349	\$107,244	\$115,101
(17 - 20 years)			\$104,552	\$111,526	\$119,635
(21 - 23 years)			\$107,752	\$114,740	\$123,013
(24 - 26 years)			\$110,961	\$117,948	\$126,385
(27+ years)					\$129,765

- Column A Intern and Non-credential
 - Column B Bachelor's Degree and appropriate teaching credential
 - Column C Bachelor's Degree plus 30 semester units of upper division or graduate work and appropriate teaching credential
 - Column D Bachelor's Degree plus 45 semester units of upper division or graduate work and appropriate teaching credential
 - Column E Bachelor's Degree, Master's Degree and/or Doctoral Degree*, plus 60 semester units of upper division or graduate work and teaching credential. 30 units beyond the Master's Degree may be taken before, after, or concurrently with the Master's, but after the Bachelor's.
- *An annual stipend of \$600 will be paid to a unit member with an earned doctorate degree (Ph.D. or Ed.D.) from an accredited university.

Experience: Unit members with regular credentials shall, upon employment, be given up to a maximum placement of the sixth step of the salary schedule provided such experience was acquired in public schools or accredited private schools of the United States or its possessions

Advancement on the salary schedule: In order to assure course credit for column advancement on the salary schedule, the unit member should obtain approval in advance from the Superintendent or designee. Movement, when eligible, from one column to another column shall be effective when possible by September 1 of any fiscal year. Unit members are required to file a written intent to qualify for such movement with the District Office by May 1 for this transfer to become effective in September.

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Board Approved: December 14, 2021

Effective Date: July 1, 2020

**LOS ALAMITOS UNIFIED SCHOOL DISTRICT
CAREER TECHNICAL EDUCATION CREDENTIALLED
2021-2022 SALARY SCHEDULE**

1% Increase

STEP	BB	CC	DD	EE
	CTE Credential	AA/AS Degree	BA/BS Degree	BA/BS + Master's Degree
1	45,527	48,981	54,294	59,755
2	46,888	50,205	55,924	61,428
3	48,308	51,462	57,630	63,147
4	49,759	53,004	59,982	64,917
5	51,295	54,431	61,782	66,734
6	53,108	56,062	63,634	68,601
7		57,637	65,545	70,523
8		59,369	67,510	72,497
9 - 10		61,150	69,536	74,528
11 - 12		62,984	71,621	76,615
13 - 15		64,867	73,769	78,759
16-19		66,687	75,984	80,965
20		68,555	78,263	83,232

For holders of Designated Subjects and Career Technical Education credential documents issued by the Commission on Teacher Credentialing and are contracted Los Alamitos Unified employees.

Column BB CTE Credential
 Column CC AA or AS Degree and CTE Credential
 Column DD BA or BS Degree and CTE Credential
 Column EE BA or BS Degree plus Master's Degree and CTE Credential

*An annual stipend of \$600 will be paid to a unit member with an earned doctorate degree (Ph.D. or Ed.D.) from an accredited university.

CLAD/SDAIE Equivalent

All CTE teachers must hold a Certificate of Completion of CLAD or SDAIE equivalent.

Experience

Unit members with CTE credentials shall, upon employment, be given up to a maximum placement of the sixth step of the salary schedule provided such teaching experience was acquired in public schools or accredited private schools of the United States or its possessions.

Advancement on the salary schedule

In order to assure course credit for column advancement on the salary schedule, the unit member should obtain approval in advance from the Superintendent or designee. Movement, when eligible, from one column to another column shall be effective when possible by September 1 of any fiscal year. Unit members are required to file a written intent to qualify for such movement with the District Office by May 1 for this transfer to become effective in September.

Transcript Date

It shall be the responsibility of the employee to submit verification of completed work and/or degrees. Official transcripts from your college or university must be received in Human Resources by November 1.

Board Approved: December 14, 2021

Effective Date: July 1, 2021

LOS ALAMITOS UNIFIED SCHOOL DISTRICT
EXTRA SERVICE PAY SCHEDULE

Summer School positions shall be filled through an application process. Positions will be posted districtwide and all unit members with appropriate credentials will be considered equally.

Each high school and middle school site shall have an Extra Service Pay Committee composed of a minimum of four (4) unit members elected by their peers; a teacher chairperson (selected from the four [4]), and one District representative. At the end of each school year, the committee will review extra service pay activities and recommend to respective Boards/bargaining teams the additions or deletions of positions from Appendix B.

The District shall only fund Extra Service Pay positions as listed in Appendix B. New Extra Service Pay positions shall be mutually agreed upon by the District and the Association.

During the regular school year, any open Extra Service Pay position listed in Appendix B shall be posted for a minimum of one week at all District school sites before the position is posted for outside applicants.

Every effort will be made to fill Extra Service Pay positions with the fully credentialed LAEA unit members.

DISTRICT

Nurse Coordinator	766.00
Music Coordinator	766.00
Saturday School (<i>hour</i>)	24.50
Summer School/Adult Ed. Teacher (<i>hour</i>)	40.00
Curriculum Work Group/Summer Work Group (<i>hour</i>)	30.00

Board Approved: March 22, 2016

Effective Date: First regular teacher work day for the 2016-2017 school year

LOS ALAMITOS UNIFIED SCHOOL DISTRICT
EXTRA SERVICE PAY SCHEDULE

ELEMENTARY

Leadership Team Representative <i>(Maximum seven (7) per elementary school site)</i>	1,000.00
Elementary Stipend <i>(Maximum five (5) per elementary school site at the discretion of the Ed Services Department)</i>	1,000.00
Outdoor Education <i>(funded by Outdoor Science Booster Clubs)</i>	381.00

In addition to the stipends above, the District shall provide a \$10.00 per student entitlement annually to each elementary site for Extra Service Pay Activities. Extra Service Pay, including the music stipend stipulated below, shall be funded by \$10 per student. The distribution of the remaining Extra Service Pay funds shall be determined by a site committee composed of teachers from each grade level elected by the bargaining unit members at the corresponding level.

Music Teacher <i>(per night performances/festivals – maximum of four (4) per year)</i>	241.00
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MIDDLE SCHOOL

Position	Amount
Student Council Advisor	1,196.00
Major Club Advisor	1,196.00
Miscellaneous Club Advisor	572.00
Intramurals Director	2,450.00
Intramural Coach	242.00
Vocal Music	1,435.00
Instrumental Music	1,435.00
Speech Team	955.00
Drama	1,435.00
Newspaper	955.00
Yearbook	1,435.00
Team Leaders/Department Chairperson	2,086.00

Board Approved: March 22, 2016
Effective Date: First regular teacher work day for the 2016-2017 school year

LOS ALAMITOS UNIFIED SCHOOL DISTRICT
EXTRA SERVICE PAY SCHEDULE

Dance Director	3,476.00
Sports – Athletic Director	4,987.00
Football – Head Varsity	3,821.00
Asst. Varsity Coach	2,486.00
Jr. Varsity Coach	2,104.00
Sophomore Coach	2,104.00
Freshman Coach	2,104.00
Asst. Freshman/Sophomore Coach	1,929.00
All Other Sports	
Varsity Coach	3,476.00
Assistant or Junior Varsity Coach	2,486.00
Freshman/Sophomore Coach	2,104.00
Assistant Freshman/Sophomore Coach	1,929.00
Trainer – Head Trainer (monthly)	1,236.00
Assistant Trainer (monthly)	599.00
CIF	
- Pays coach(es) per week as follows:	
- 10% per week CIF team sports	
- 10% per week for trainer in CIF team sports	
- 10% per week CIF for individual sports	
- 10% per week for band, drill team, song and cheer	

Board Approved: March 22, 2016

Effective Date: First regular teacher work day for the 2016-2017 school year

APPENDIX C

LOS ALAMITOS UNIFIED SCHOOL DISTRICT

2022-2023 STAFF CALENDAR



	M	T	W	T	F		M	T	W	T	F	
JUL	4	5	6	7	8		JAN	2	3	4	5	6
	11	12	13	14	15			9	10	11	12	13
	18	19	20	21	22			16	17	18	19	20
	25	26	27	28	29			23	24	25	26	27
								30	31			
AUG	1	2	3	4	5		FEB			1	2	3
	8	9	10	11	12			6	7	8	9	10
	15	16	17	18	19			13	14	15	16	17
	22	23	24	25	26			20	21	22	23	24
	29	30	31					27	28			
SEP				1	2		MAR			1	2	3
	5	6	7	8	9			6	7	8	9	10
	12	13	14	15	16			13	14	15	16	17
	19	20	21	22	23			20	21	22	23	24
	26	27	28	29	30			27	28	29	30	31
OCT	3	4	5	6	7		APR	3	4	5	6	7
	10	11	12	13	14			10	11	12	13	14
	17	18	19	20	21			17	18	19	20	21
	24	25	26	27	28			24	25	26	27	28
	31											
NOV		1	2	3	4		MAY	1	2	3	4	5
	7	8	9	10	11			8	9	10	11	12
	14	15	16	17	18			15	16	17	18	19
	21	22	23	24	25			22	23	24	25	26
	28	29	30					29	30	31		
DEC				1	2		JUN				1	2
	5	6	7	8	9			5	6	7	8	9
	12	13	14	15	16			12	13	14	15	16
	19	20	21	22	23			19	20	21	22	23
	26	27	28	29	30			26	27	28	29	30

- HOLIDAYS:**
12-MONTH CLASSIFIED/CERTIFICATED
 INDEPENDENCE DAY (MON) 07-04-22
 LABOR DAY (MON) 09-05-22
 VETERANS' DAY (FRI) 11-11-22
 THANKSGIVING HOLIDAY (THU) 11-24-22
 LOCAL HOLIDAY (FRI) 11-25-22
 LOCAL HOLIDAY (FRI) 12-23-22
 CHRISTMAS HOLIDAY (MON) 12-26-22
 LOCAL HOLIDAY** (FRI) 12-30-22
 NEW YEARS DAY (MON) 01-02-23
 MARTIN L.KING B'DAY (MON) 01-16-23
 PRESIDENT'S DAY (MON) 02-20-23
 LOCAL HOLIDAY** (TUE) 02-21-23
 LOCAL HOLIDAY (MON) 04-10-23
 MEMORIAL DAY (MON) 05-29-23

*Exchange for Admission's Day
 **Exchange for Lincoln's Birthday

DAYS PER CALENDAR MONTH THAT SCHOOL IS IN SESSION

	K-5	6-12
Months	Students	Students
Teachers		
August	15	
September	21	
October	21	
November	16	
December	16	
January	16	
February	15	
March	23	
April	15	
May	22	
June	6	
	180	180
		186

2 staff development days – TBD
 Semester 1 = ## days
 Semester 2 = ## days

First Day of School for Students: August 15
 Last Day of School for Students: June 7

JEWISH HOLIDAYS#
 ROSH HASHANAH Sept 26-27, 2022
 YOM KIPPUR Oct 5, 2022
 HANUKKAH Dec 18-26, 2022
 PASSOVER April 5-13, 2023
 # = Begins sunset of preceding evening

CHRISTIAN EASTER HOLIDAYS
 GOOD FRIDAY April 7, 2023
 EASTER SUNDAY April 9, 2023

LEGEND

- TEACHER PLANNING/CHECK-OUT DAY
- LEGAL HOLIDAY - All Students/Staff
- LOCAL HOLIDAY - All Students/Staff
- STUDENT/TEACHER HOLIDAY:
Only regular 12-month full-time classified and 12-month certificated employees will be on duty.
- STAFF DEVELOPMENT/TEACHER, STUDENT HOLIDAY
- END OF SEMESTER

APPENDIX C

LOS ALAMITOS UNIFIED SCHOOL DISTRICT

2022-2023 WEAVER STAFF CALENDAR



					HOLIDAYS:							
					12-MONTH CLASSIFIED/CERTIFICATED							
JUL	M	T	W	T	F	JAN	M	T	W	T	F	INDEPENDENCE DAY (MON) 07-04-22
	4	5	6	7	8		2	3	4	5	6	LABOR DAY (MON) 09-05-22
	11	12	13	14	15		9	10	11	12	13	VETERANS' DAY (FRI) 11-11-22
	18	19	20	21	22		16	17	18	19	20	THANKSGIVING HOLIDAY (THU) 11-24-22
	25	26	27	28	29		23	24	25	26	27	LOCAL HOLIDAY (FRI) 11-25-22
							30	31				LOCAL HOLIDAY (FRI) 12-23-22
												CHRISTMAS HOLIDAY (MON) 12-26-22
AUG	1	2	3	4	5	FEB			1	2	3	LOCAL HOLIDAY* (FRI) 12-30-22
	8	9	10	11	12		6	7	8	9	10	NEW YEARS DAY (MON) 01-02-23
	15	16	17	18	19		13	14	15	16	17	MARTIN L.KING B'DAY (MON) 01-16-23
	22	23	24	25	26		20	21	22	23	24	PRESIDENT'S DAY (MON) 02-20-23
	29	30	31				27	28				LOCAL HOLIDAY** (TUE) 02-21-23
												LOCAL HOLIDAY (MON) 04-10-23
												MEMORIAL DAY (MON) 05-29-23
SEP				1	2	MAR			1	2	3	
	5	6	7	8	9		6	7	8	9	10	
	12	13	14	15	16		13	14	15	16	17	
	19	20	21	22	23		20	21	22	23	24	
	26	27	28	29	30		27	28	29	30	31	
OCT	3	4	5	6	7	APR	3	4	5	6	7	
	10	11	12	13	14		10	11	12	13	14	
	17	18	19	20	21		17	18	19	20	21	
	24	25	26	27	28		24	25	26	27	28	
	31											
NOV		1	2	3	4	MAY	1	2	3	4	5	
	7	8	9	10	11		8	9	10	11	12	
	14	15	16	17	18		15	16	17	18	19	
	21	22	23	24	25		22	23	24	25	26	
	28	29	30				29	30	31			
DEC				1	2	JUN				1	2	
	5	6	7	8	9		5	6	7	8	9	
	12	13	14	15	16		12	13	14	15	16	
	19	20	21	22	23		19	20	21	22	23	
	26	27	28	29	30		26	27	28	29	30	

HOLIDAYS:
12-MONTH CLASSIFIED/CERTIFICATED
 INDEPENDENCE DAY (MON) 07-04-22
 LABOR DAY (MON) 09-05-22
 VETERANS' DAY (FRI) 11-11-22
 THANKSGIVING HOLIDAY (THU) 11-24-22
 LOCAL HOLIDAY (FRI) 11-25-22
 LOCAL HOLIDAY (FRI) 12-23-22
 CHRISTMAS HOLIDAY (MON) 12-26-22
 LOCAL HOLIDAY* (FRI) 12-30-22
 NEW YEARS DAY (MON) 01-02-23
 MARTIN L.KING B'DAY (MON) 01-16-23
 PRESIDENT'S DAY (MON) 02-20-23
 LOCAL HOLIDAY** (TUE) 02-21-23
 LOCAL HOLIDAY (MON) 04-10-23
 MEMORIAL DAY (MON) 05-29-23

*Exchange for Admission's Day
 **Exchange for Lincoln's Birthday

DAYS PER CALENDAR MONTH THAT SCHOOL IS IN SESSION

Months	K-5 Students	6-12 Students	Teachers
August			23
September			16
October			21
November			16
December			12
January			16
February			15
March			23
April			15
May			22
June			7
	180	180	186

2 staff development days – TBD

Semester 1 = ## days
 Semester 2 = ## days

First Day of School for Students: August 3
 Last Day of School for Students: June 8

LEGEND

- TEACHER PLANNING/CHECK-OUT DAY
- LEGAL HOLIDAY - All Students/Staff
- LOCAL HOLIDAY - All Students/Staff
- STUDENT/TEACHER HOLIDAY:
Only regular 12-month full-time classified and 12-month certificated employees will be on duty.
- STAFF DEVELOPMENT/TEACHER, STUDENT HOLIDAY
- END OF SEMESTER

JEWISH HOLIDAYS#
 ROSH HASHANAH Sept 26-27, 2022
 YOM KIPPUR Oct 5, 2022
 HANUKKAH Dec 18-26, 2022
 PASSOVER April 5-13, 2023
 # = Begins sunset of preceding evening

CHRISTIAN EASTER HOLIDAYS
 GOOD FRIDAY April 7, 2023
 EASTER SUNDAY April 9, 2023

APPENDIX C

LOS ALAMITOS UNIFIED SCHOOL DISTRICT

2023-2024 STAFF CALENDAR



JUL M 3 4 5 6 7 T 10 11 12 13 14 W 17 18 19 20 21 T 24 25 26 27 28 F 31					JAN M 1 2 3 4 5 T 8 9 10 11 12 W 15 16 17 18 19 T 22 23 24 25 26 F 29 30 31					HOLIDAYS: 12-MONTH CLASSIFIED/CERTIFICATED INDEPENDENCE DAY (TUE) 07-04-23 LABOR DAY (MON) 09-04-23 VETERANS' DAY (FRI) 11-10-23 THANKSGIVING HOLIDAY (THU) 11-23-23 LOCAL HOLIDAY (FRI) 11-24-23 CHRISTMAS HOLIDAY (MON) 12-25-23 LOCAL HOLIDAY* (TUE) 12-26-23 NEW YEARS DAY (MON) 01-01-24 LOCAL HOLIDAY (TUE) 01-02-24 MARTIN L.KING B'DAY (MON) 01-15-24 PRESIDENT'S DAY (MON) 02-19-24 LOCAL HOLIDAY** (TUE) 02-20-24 LOCAL HOLIDAY (MON) 04-01-24 MEMORIAL DAY (MON) 05-27-24 *Exchange for Admission's Day **Exchange for Lincoln's Birthday
AUG 1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31					FEB 1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29					
SEP 1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29					MAR 1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29					
OCT 2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31					APR 1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30					
NOV 1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30					MAY 1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31					
DEC 1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29					JUN 3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28					

DAYS PER CALENDAR MONTH THAT SCHOOL IS IN SESSION			
		K-5	6-12
Months	Students	Students	Teachers
August			16
September			20
October			22
November			16
December			16
January			17
February			16
March			21
April			17
May			22
June			3
	180	180	186

2 staff development days – TBD

Semester 1 = ## days
Semester 2 = ## days

First Day of School for Students: August 14
Last Day of School for Students: June 4

JEWISH HOLIDAYS#	
ROSH HASHANAH	Sept 16-17, 2023
YOM KIPPUR	Sept 25, 2023
HANUKKAH	Dec 8-15, 2023
PASSOVER	April 23-29, 2024
# = Begins sunset of preceding evening	
CHRISTIAN EASTER HOLIDAYS	
GOOD FRIDAY	March 29, 2024
EASTER SUNDAY	March 31, 2024

LEGEND	
	TEACHER PLANNING/CHECK-OUT DAY
	LEGAL HOLIDAY - All Students/Staff
	LOCAL HOLIDAY - All Students/Staff
	STUDENT/TEACHER HOLIDAY: Only regular 12-month full-time classified and 12-month certificated employees will be on duty.
	STAFF DEVELOPMENT/TEACHER, STUDENT HOLIDAY
	END OF SEMESTER

APPENDIX C

LOS ALAMITOS UNIFIED SCHOOL DISTRICT

2023-2024 WEAVER STAFF CALENDAR



JUL M 3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31					JAN M 1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31					HOLIDAYS: 12-MONTH CLASSIFIED/CERTIFICATED INDEPENDENCE DAY (TUE) 07-04-23 LABOR DAY (MON) 09-04-23 VETERANS' DAY (FRI) 11-10-23 THANKSGIVING HOLIDAY (THU) 11-23-23 LOCAL HOLIDAY (FRI) 11-24-23 CHRISTMAS HOLIDAY (MON) 12-25-23 LOCAL HOLIDAY* (TUE) 12-26-23 NEW YEARS DAY (MON) 01-01-24 LOCAL HOLIDAY (TUE) 01-02-24 MARTIN L.KING B'DAY (MON) 01-15-24 PRESIDENT'S DAY (MON) 02-19-24 LOCAL HOLIDAY** (TUE) 02-20-24 LOCAL HOLIDAY (MON) 04-01-24 MEMORIAL DAY (MON) 05-27-24 *Exchange for Admission's Day **Exchange for Lincoln's Birthday
AUG 1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31					FEB 1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29					
SEP 1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29					MAR 1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29					
OCT 2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31					APR 1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30					
NOV 1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30					MAY 1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31					
DEC 1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29					JUN 3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28					

DAYS PER CALENDAR MONTH THAT SCHOOL IS IN SESSION			
	K-5	6-12	
Months	Students	Students	Teachers
July			1
August			23
September			15
October			22
November			16
December			11
January			17
February			16
March			21
April			17
May			22
June			5
	180	180	186

2 staff development days – TBD

Semester 1 = ## days
 Semester 2 = ## days

First Day of School for Students: August 2
 Last Day of School for Students: June 6

JEWISH HOLIDAYS#
 ROSH HASHANAH Sept 16-17, 2023
 YOM KIPPUR Sept 25, 2023
 HANUKKAH Dec 8-15, 2023
 PASSOVER April 23-29, 2024
 # = Begins sunset of preceding evening

CHRISTIAN EASTER HOLIDAYS
 GOOD FRIDAY March 29, 2024
 EASTER SUNDAY March 31, 2024

LEGEND

- TEACHER PLANNING/CHECK-OUT DAY
- LEGAL HOLIDAY - All Students/Staff
- LOCAL HOLIDAY - All Students/Staff
- STUDENT/TEACHER HOLIDAY:
Only regular 12-month full-time classified and 12-month certificated employees will be on duty.
- STAFF DEVELOPMENT/TEACHER, STUDENT HOLIDAY
- END OF SEMESTER

LOS ALAMITOS UNIFIED SCHOOL DISTRICT
PEER ASSISTANCE AND REVIEW

PURPOSE

- 1.0 The Association and the District endeavor to continue providing a high quality education for the students of the Los Alamitos Unified School District. The District and the Association have collaborated in designing and implementing a program of Peer Assistance and Peer Review (henceforth to be referred to as “PAR”) described in the following articles.
- 1.1 The PAR program allows exemplary teachers to assist permanent teachers in the area of: (1) engaging all students in learning, (2) creating and maintaining an effective learning environment, (3) understanding and organizing subject matter for student learning, (4) planning and designing learning, (5) assessing student learning.
- 1.2 The extent of assistance and review depends upon whether the participating teacher is a volunteer permanent teacher, or a “referred teacher,” e.g., a permanent teacher who has received an unsatisfactory evaluation in either: (1) engaging all students in learning, (2) creating and maintaining an effective learning environment, (3) understanding and organizing subject matter for student learning, (4) planning and designing learning, or (5) assessing student learning. Assistance shall be provided through consulting teachers as described in Section 5.4 of this Article. It shall not involve the participation of the consulting teacher in the evaluation of the unit member required by the Education Code, except that the results of referred teacher participation in the program shall be attached to the evaluation and be placed in the personnel file after the referred teacher has been given an opportunity to attach comments.

DEFINITIONS

“Classroom teacher” or “teacher” shall mean any permanent member of the bargaining unit covered by certificated evaluation requirements.

2.2 “Participating teacher” is a permanent classroom teacher member of the unit who either volunteers or is required by this Article to participate in the program.

“Consulting teacher” is an exemplary teacher meeting the requirements of this Article, selected by the PAR Panel to provide program assistance to a participating teacher.

“Referred teacher” is a unit member with permanent status whose most recent performance evaluation contained an unsatisfactory evaluation in either subject matter knowledge or teaching methods/instructional strategies, or both.

“Voluntary participating teacher” is a permanent classroom teacher unit member who is not required to participate in this program. Voluntary participation is for the purpose of professional growth utilizing the assistance of a Consulting Teacher. Voluntary Participating Teachers can leave the PAR Program at any time during the school year.

LOS ALAMITOS UNIFIED SCHOOL DISTRICT
PEER ASSISTANCE AND REVIEW

“Principal” or “evaluator” is the certificated administrator appointed by the District to evaluate a permanent teacher.

PROGRAM OUTLINE

Referred teachers:

3.1 A teacher with an unsatisfactory evaluation in either the areas of: (1) engaging all students in learning, (2) creating and maintaining an effective learning environment, (3) understanding and organizing subject matter for student learning, (4) planning and designing learning, or (5) assessing student learning as identified by the Principal. Following the issuance of the unsatisfactory evaluation, the Principal shall refer the teacher to the PAR Program for assistance.

By June 15, the PAR Panel will assign a Consulting Teacher with the appropriate skills to the referred teacher to address the areas for improvement identified by the Principal.

Prior to the end of the school year, the Principal, the Referred Teacher and Consulting Teacher shall meet to discuss the specifics of the unsatisfactory performance and shall jointly develop a remediation plan which will serve as the basis for the assistance provided by the Consulting Teacher during the following year. The types of assistance are described in Section 5.4.

The consulting teacher, the referred teacher and the principal are expected to develop and maintain a cooperative relationship. The consulting teacher and the referred teacher shall periodically consult with the principal for coordination of services.

3.1.4 The governing board retains final authority over all personnel decisions including evaluations, the decision to release a teacher from the PAR Program, extend the assistance provided by the PAR Program, or the decision to commence dismissal or disciplinary proceedings for a teacher.

3.1.5 The principal shall be solely responsible for evaluation and making the initial recommendations for improvement pursuant to the evaluation. The consulting teacher shall assist the referred teacher in improving in the areas identified by the principal. The referred teacher shall be solely responsible for making the necessary improvements outlined by the principal.

Before April 1, the consulting teacher shall prepare a final written report which describes the assistance provided to the referred teacher. Copies of this report shall be submitted to the PAR Panel, the referred teacher and to the principal. The principal shall have the discretion as to whether and how to utilize the report submitted in the annual evaluation of the referred teacher.

The referred teacher will continue participation until the teacher receives a satisfactory evaluation in the areas of (1) engaging all students in learning, (2) creating and maintaining an effective learning environment, (3) understanding and organizing subject matter for student learning, (4) planning and

LOS ALAMITOS UNIFIED SCHOOL DISTRICT
PEER ASSISTANCE AND REVIEW

designing learning, and (5) assessing student learning, or the teacher is separated from the District. The District shall have the sole authority to determine whether the referred teacher has been able to demonstrate satisfactory improvement.

The Referred Participating Teacher shall have the right to submit a written response to the Consulting Teacher's report within ten (10) work days and have it attached to the final report.

The consulting teacher's final report pursuant to Section 3.1.5 shall be made available to the District for placement in the referred teacher's personnel file, pursuant to Education Code Section 44500(b).

The Voluntary Participating Teacher

3.2.1 Voluntary Participating Teachers may refer themselves for assistance in the PAR Program. They may seek assistance due to a change in assignment, grade level, subject matter or the implementation of new curriculum. The PAR Program for voluntary participating teachers focuses on practical application of specific teaching skills or new curriculum or may focus on specific areas that are identified by the voluntary participating teacher.

3.2.2 The voluntary participating teacher must apply to the PAR Panel in writing by the end of the school year or later, should the grade level or subject matter assignment change during the summer. The voluntary participant may request to be assigned to a specific consulting teacher of their choice.

Upon assignment, the consulting teacher shall meet with the voluntary participating teacher to develop a plan for voluntary assistance.

3.2.4 The principal shall be kept informed about the nature of the assistance being provided to the voluntary participating teacher.

3.2.5 Participation as a voluntary participating teacher shall not be in lieu of the regular evaluation of the teacher.

The decision whether to permit individual teachers to become voluntary participating teachers shall reside solely with the PAR Panel.

GOVERNANCE AND PROGRAM STRUCTURE

The PAR Panel:

4.1 The PAR Program shall be administered by a panel consisting of five (5) members, including three (3) Association members, selected by other Association members, and two (2) District administrators, appointed by the District. An Association member's term shall be three (3) years.

LOS ALAMITOS UNIFIED SCHOOL DISTRICT
PEER ASSISTANCE AND REVIEW

Terms shall be staggered to allow members to serve initial one (1), two (2), and three (3)-year terms. Members of the PAR Panel shall be determined by June 15th.

- 4.1.1 The qualifications to serve as an Association member of the PAR Panel are: (1) a permanent, full time teacher in the District, and (2) at least six (6) years of continuous service in the District.
- 4.2 Association members of the PAR Panel shall be compensated for their service at a rate of \$250.00 annually.

The PAR Panel shall attempt to reach all decisions through consensus. In the absence of consensus, a 4/5 vote shall be required.

- 4.4 A quorum of two (2) Association members and one (1) District administrator shall be required to conduct business.
- 4.5 The PAR Panel's primary responsibilities include the selection and oversight of the consulting teachers.

In addition, the panel shall have the following responsibilities:

- 4.5.1 Select, supervise and annually evaluate the determined number of consulting teachers.
- 4.5.2 Assign consulting teachers to referred teachers at the start of each school year.
- 4.5.3 Meet periodically with consulting teachers to discuss the effectiveness of assistance strategies being provided to referred teachers and voluntary participating teachers.
- 4.5.4 Develop training opportunities for PAR Panel members, consulting teachers, referred teachers and voluntary participating teachers.
- 4.5.5 Review annual consulting teacher reports on referred teachers.
- 4.5.6 Make a report to the governing board by March 1st on the assistance provided to the referred teachers to benefit from the assistance provided by the PAR Program.
- 4.5.7 Maintain a record of all meetings and activities of the PAR Panel.
- 4.5.8 Prepare an annual report to the governing board outlining the effectiveness of the PAR Program and making necessary recommendations for improving the program.
- 4.5.9 Evaluate the quality and level of service of the consulting teacher and make program recommendations to the governing board.

LOS ALAMITOS UNIFIED SCHOOL DISTRICT
PEER ASSISTANCE AND REVIEW

4.5.10 Determine the rules of procedure that govern the operation of the PAR Program.

4.6 The PAR Panel shall select its first Chairperson by consensus, if possible, and failing that, by majority vote. The Chair shall thereafter rotate on an annual basis between teacher members and administration members.

The Consulting Teacher

Qualifications

5.1.1 A fully credentialed teacher with permanent status in the District and at least six (6) years of current classroom teaching experience in the District, who during those six (6) years, has had overall evaluations of satisfactory or better in all areas evaluated.

5.1.2 Demonstrated exemplary teaching ability as indicated by effective communication skills, subject matter knowledge, knowledge and commitment to District curricular goals and standards, mastery of a range of teaching strategies necessary to meet student needs in different contexts.

Demonstrated ability to work cooperatively and effectively with other teachers and administrators, demonstrated effective leadership skills and experience in working on school and/or District committees.

Application Process

Applicants for consulting teacher positions will submit a completed application within 30 days from when the PAR Panel is notified that a teacher has been referred to the PAR program, including at least three (3) written recommendations from individuals with direct knowledge of the applicant's abilities for the position. Applications, recommendations, and references will be treated with confidentiality and will not be disclosed except as permitted by law.

5.2.2 Following their selection, the PAR Panel shall forward names of those selected as consulting teachers to the Superintendent.

Length of Service, Compensation and Case Load

Consulting teachers shall serve for one year, and may be renewed by the panel for a total of three (3) consecutive years of service, provided that the annual service as a consulting teacher has been satisfactory to the PAR Panel. The consulting teacher shall be compensated at a rate of \$2,000.00 per referred teacher/client, with a maximum case load of two (2) referred teachers.

Duties and Responsibilities of the Consulting Teacher

LOS ALAMITOS UNIFIED SCHOOL DISTRICT
PEER ASSISTANCE AND REVIEW

Provide assistance to participating teachers in the areas of: (1) subject matter knowledge, and (2) teaching methods and instructional/classroom management strategies.

Work with the principal and the referred teacher in the development of a remediation plan.

Conduct frequent observations of the participating teacher during periods of classroom instruction and other relevant activities.

5.4.4 Arrange opportunities for the referred teacher to observe exemplary teachers or attend meetings or conferences that will improve the quality of instruction by the referred teacher.

5.4.5 Attend training in specified teaching techniques or in designated subject matter. Maintain appropriate records of service to each participating teacher.

5.4.7 Meet and consult with the Site Administrator regarding the nature of the assistance being provided.

5.4.8 Demonstrate effective instructional practices for the Participating Teacher.

5.4.9 On or before April 1, the Consulting Teacher shall complete a final report of the Referred Teachers participation in the assistance plan. The report shall identify the assistance provided to the Participating Teacher and an assessment of the effectiveness of the assistance provided. The report must contain a description of the degree to which the goals and objectives outlined in the assistance plan have been achieved. Copies of the final report shall be available to the PAR Panel and the Participating Teacher. The Participating Teacher must sign the report, but their signature does not imply agreement, only an acknowledgement of receiving the report. The Referred Participating Teacher shall have the right to request a meeting with the PAR Panel and to be represented at this meeting by an Association Representative of his or her choice.

The functions unit members perform as Consulting Teachers shall not constitute either management or supervisory functions contained herein.

Other Provisions

6.1 The District shall defend and hold harmless individual PAR Panel members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under the PAR Program as provided by the California Government Code Tort Claim Act.

Nothing herein shall be interpreted as limiting the authority of the Governing Board or District to initiate any form of discipline against the Participating Teacher at any time consistent with the law and the certified Collective Bargaining Agreement between the District and the Association.

LOS ALAMITOS UNIFIED SCHOOL DISTRICT
PEER ASSISTANCE AND REVIEW

- 6.3 Because the majority of the participants in the PAR Program are unit members, these provisions are not subject to the grievance procedure contained within the collective bargaining agreement between these parties, nor to any grievance procedure contained within Board Policies or District Regulations. The District and the Association shall confer in good faith in an effort to address disputes which may arise from implementation of this Program.
- 6.4 The provisions of the PAR Program may be revised by written mutual consent of the District and the Association at any time.
- 6.5 The PAR Program shall be contingent upon the continuation of direct State funding.
- 6.6 All documentation and information relating to participation in the PAR Program shall be treated as personnel records and shall be confidential to the extent permitted by law.

The PAR Panel shall annually review the PAR budget and personnel cost of the PAR program in relation to State funding of the program. The PAR Panel will then make a recommendation to the bargaining team in regard to stipends for the Par Panel and support providers.

SCHEDULE OF MEDICAL BENEFITS

ANNUAL DEDUCTIBLES	Network	Non-Network
Individual Deductible	\$300	\$600
Family Maximum Deductible	\$900	\$1800
Retiree Individual Deductible	\$300	\$600
Retiree Family Maximum Deductible	\$900	\$1800

Individual Deductible/Retiree Individual Deductible – The Individual Deductible is an amount which a Covered Person must contribute toward payment of eligible medical expenses. The Deductible usually applies before the Plan begins to provide benefits. The “Annual Deductible” applies to each Calendar Year of the District’s Plan which will be July 1- June 30th.

Family Maximum Deductible/Retiree Family Maximum Deductible – If eligible medical expenses equal to the Family Maximum Deductible are incurred collectively by 3 or more family members during a Calendar Year (July 1 – June 30th) and are applied toward Individual Deductibles, the Family Maximum Deductible is satisfied. A “family” includes a covered Employee and his covered dependents.

Deductible Carry-Over – Eligible Expenses incurred in the last 3 months of a Calendar Year (July 1 – June 30th) and applied toward that year’s Deductible can be carried forward and applied toward the person’s Deductible for the next Calendar Year.

OUT-OF-POCKET MAXIMUMS	Network	Non-Network
Individual Out-of-Pocket Maximum	\$2,500	\$5,000
Family Out-of-Pocket Maximum	\$6,250	\$12,500

Individual Out-of-Pocket Maximum – Except as noted, a Covered Person will not be required to pay more than \$5,000 (or \$2,500 for Network services and supplies) in any Calendar Year (July 1 –June 30th) toward Eligible Expenses which are not paid by the Plan. Once he has paid his out-of-pocket maximum, his Eligible Expenses will be paid at 100% for the balance of the Calendar Year (July 1 –June 30th).

Family Out-of-Pocket Maximum – Except as noted, a covered family (Employee and his Dependents) will not be required to pay more than \$12,500 (or \$6,250 for Network services and supplies) in any Calendar Year (July 1 –June 30th) toward Eligible Expenses which are not paid by the Plan. Once the family has paid their out-of-pocket maximum, their Eligible Expenses will be paid at 100% for the balance of the Calendar Year (July 1 –June 30th).

NOTE: The out-of-pocket maximums do not apply to or include:

- Amounts applied or paid to satisfy any Deductible or Co-Pay requirements;
- Expenses which become the Covered Person’s responsibility for failure to comply with the requirements of the **Utilization Management Program**.

WARNING: The out-of-pocket maximum does not apply to expenses which exceed the Plan’s limits or which are not covered. For instance, the Plan will never pay benefits for expenses which are in excess of Usual, Customary and Reasonable.

APPENDIX E

Page 2

ABOUT THE SUMMARY...

The percentages shown in the summary reflect the amounts the Plan pays of Eligible Expenses after any Deductible or Co-Pay has been deducted. The percentages apply to “Usual, Customary and Reasonable” charges. For Network providers, this means that the percentages apply to the negotiated rates and not necessarily to the provider’s actual charges or the usual charges of similar providers. See “Usual, Customary and Reasonable” in the **Definitions** section for more information.

A “Co-Pay” is an amount the Covered Person must pay and balance of the Eligible Expenses will be paid by the Plan unless a lesser percentage (%) is shown. Co-Pays are usually paid to the provider at the time of service.

THIS IS A SUMMARY ONLY. SEE THE ELIGIBLE MEDICAL EXPENSES AND MEDICAL LIMITATIONS AND EXCLUSIONS SECTIONS FOR MORE INFORMATION.

APPENDIX F

**SIDE LETTER OF AGREEMENT
BETWEEN THE LOS ALAMITOS UNIFIED SCHOOL DISTRICT
AND THE LOS ALAMITOS EDUCATION ASSOCIATION
REGARDING ARTICLE XII - CLASS SIZE**

February 7, 2014

WHEREAS, the Los Alamitos Unified School District ("District") and the Los Alamitos Education Association ("LAEA") are parties to a collective bargaining agreement ("CBA") presently in effect that addresses class size, including class sizes at grades Transitional Kindergarten ("TK") through third grade;

WHEREAS, pursuant to Education Code section 42238.02, the parties must negotiate any District-specific class size language for TK-3 Grade Span Adjustment;

WHEREAS, it is the intent of the District and LAEA that this Side Letter of Agreement be interpreted and applied as a District-specific TK-3 Grade Span Adjustment exception as permitted by law, and that this Side Letter of Agreement replaces and supersedes the current language in the parties' CBA as defined below;


WHEREAS, the parties recognize the desirability of attempting to accommodate new students after the commencement of the school year, while still establishing an average class size of 25 to 1 for TK-3 grade classes at each site;

NOW THEREFORE, it is hereby agreed as follows:

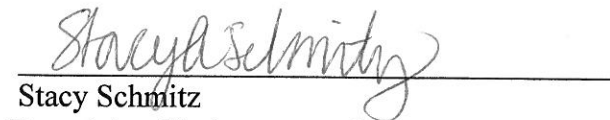
1. The foregoing recitals are true and correct.
2. As a condition of receiving the additional funding grant for TK-3 Grade Span Adjustment under the Local Control Funding Formula ("LCFF"), the District and the Association must negotiate an annual class size enrollment for each school site (Education Code section 42238.02 (d) (3) (B and D)). Therefore, the District and the Association agree that effective the 2014-2015 school year, and until either otherwise negotiated or applicable statutes/regulations are amended to not require class size maximums, the District shall implement an alternative annual average class size enrollment for grades TK-3 at each school site. The grades TK-3 maximum average class size enrollment at each school site shall be no higher than 24 to 1, except, after the commencement of the school year if any new students enter the school, such students may be placed in any of the grades TK-3, as applicable, as long as the maximum average class size at that site does not exceed 25 to 1. No individual TK-3 class will exceed 25 students.
3. If at any time the District learns that compliance with the foregoing contractual provisions will likely result in penalties which would reduce or eliminate the additional funding grant for TK-3 Grade Span Adjustment, or any individual grade within the Grade Span Adjustment, or if the District determines it will not receive sufficient funding for TK-3 Grade Span Adjustment, these modified class-size limitations shall be suspended, and the parties shall operate under the contractual provisions contained in the parties' then-current CBA (Article XII of the parties' current agreement) until mutual agreement is reached for an alternate approach.

Side Letter of Agreement
February 7, 2014
Page Two

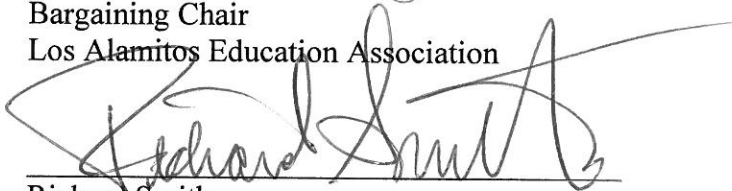
APPROVED AND ACCEPTED:


Dr. Andrew Pulver
Assistant Superintendent of Human Resources
Los Alamitos Unified School District

Feb 7, 2014
Date


Stacy Schmitz
Bargaining Chair
Los Alamitos Education Association

February 7, 2014
Date


Richard Smith
President
Los Alamitos Education Association

2-7-14
Date

LOS ALAMITOS UNIFIED SCHOOL DISTRICT
RELATIONSHIP COMPACT

This Compact is a statement of the intent to formalize principles and practices of healthy relationships and a good decision-making process. The Compact is not intended to replace traditional contractual obligations; it is meant to extend beyond those legal and contractual requirements. We are crafting a relationship compact that can help understand and meet the mutual and separate interests of these parties. By collaborative decision-making we will wisely utilize resources effectively, maintain a balanced budget, and ensure the success of the district to support student learning.

We agree to base our relationship on the following principles and common interests and to continue to use an Interest Based Approach in problem solving at the both the site and district level that best meet our interests.

The District and Association philosophically agree that our common interests include:

- | | |
|-----------------------|--------------------------|
| • Quality education | • Collaboration |
| • High trust | • Communication |
| • Employee well-being | • Understanding |
| • Stability | • Community relations |
| • Solvency | • Long-term planning |
| • Safety | • Adherence to contracts |

In order to further our relationship and provide structure and opportunities for members to be involved in decisions and provide feedback, we have agreed to implement the following:

- Effective with the beginning of the 2016-2017 school year, in order to enhance collaboration, communication, problem solving, trust, mutual respect and professionalism at the site level, Leadership Team Representatives, selected by site staff, at the elementary sites will meet with site administration at least seven (7) times per year to discuss and collaborate on education and operational issues. An elementary stipend of \$1,000 will be added to Appendix B to support this initiative. At the Middle Schools and High Schools, Department Chairpersons will meet with site administration to collaborate on education and operational issues at least seven (7) times per year.
- Effective with the 2016-2017 school year, in order to enhance communication, understanding, collaboration, problem solving, trust, mutual respect and professionalism, a Superintendent's Forum will be established. Each site will be invited to send one representative. The Forum will meet at least four (4) times per year. The Superintendent and site representatives will discuss communication issues, education issues, operational issues and other issues of interest to the site representatives and District leadership.

We have chosen to use the preceding principles and ground rules in our relationship, our communications and in our practices. We will likewise abide by these principles as we expand or modify this Compact based on our learning.

CTE MERIT COMPENSATION STRUCTURE

Total amount available for Merit Compensation = \$8,000

Qualifications for Merit Compensation:

- 1. Must have Satisfactory Evaluation**
- 2. Must complete one item from each of the three categories below (Enrichment, Partnerships, and Student Support) to qualify for the initial Merit Compensation of \$5,000**

After the initial Merit Compensation, additional allocations can be earned under the Enrichment and Student Support categories as noted below.

ENRICHMENT	PARTNERSHIPS	STUDENT SUPPORT
1) Internship 2) Student Competition	1) Community/Business Partnerships	1) Tutoring 2) Clinics / Fieldwork Observations 3 Club Sponsor
<i>Additional merit allocation = \$1,500 for completion of an additional item under this category for a total of \$1,500 in additional merit compensation under this category.</i>		<i>Additional merit allocation = \$500 for completion of each additional item up to two items for a total of \$1,000 in additional merit compensation under this category.</i>

The \$8,000 Merit Compensation structure includes an additional stipend for the following:

- \$500 Merit Stipend for an Exemplary Evaluation**

Below is a guide to help administration and CTE teachers better understand the scope of work within each category.

ENRICHMENT

Internship:

- Establish Internship locations and business to provide opportunities for students to “work” in the field or job shadow.
- For every 15 hours of student internship, the teacher will hold a consultation with the student and/or the job site.
- Coordinate approval process with administration and location.
- Approve supervision schedule by teacher, administration and internship location.

Student Competition:

- Coordinate team, application process and event participation
- Fundraising/booster group to support the competition if necessary
- Meet with students outside of the school day to prepare for a competition throughout the year.
- Attend weekend/night competitions
- Coordinate transportation, supervision, organize volunteers
- Create a process to select team members
- Communicate with students, parents, administration, and staff

PARTNERSHIPS

Community/Business Partnerships:

- Build relationships with local businesses to support program
- Reach out to K-8 schools to support program
- Provide mentorships and/or guest speakers from the profession.

STUDENT SUPPORT

Tutoring:

- Provide extra tutoring to assigned students (free of charge) outside school hours.
- Set weekly schedule of at least 1 hour each week for 12 weeks per semester (24 weeks in a school year)
- Office hours dedicated to tutoring and communicated to students and parents.

Clinics/Fieldwork Observations:

- Coordinate fieldwork for site visits, outside school hours as an observation tool to enhance learning in real world settings.
- Teach evening or weekend clinics or workshops “after hours” like a “learning lab” or clinic
- Must provide **five (5)** clinics per school year to qualify for merit stipend.

Club Sponsor:

- Supervise regular meetings outside school hours around a club topic
- Establish a club day; establish the group as a club and complete necessary paperwork.
- Advertise Club i.e. club week, academic showcase, weekly reminders
- Meet consistently with students throughout the year/semester
- Teacher & administration approval