

Las Virgenes Unified School District

LAS VIRGENES EDUCATORS

ASSOCIATION CTA-NEA

AGREEMENT: 22-23 THROUGH 24-25

Updated: July, 2023



GROWING IN EXCELLENCE

AGREEMENT BETWEEN THE BOARD OF EDUCATION  
OF THE  
LAS VIRGENES UNIFIED SCHOOL DISTRICT  
AND THE  
LAS VIRGENES EDUCATORS ASSOCIATION  
CTA-NEA

2022-2023 through 2024-2025

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## **Article 1**

### **Recognition**

- 1.1 The Las Virgenes Unified School District “The District” recognizes the Las Virgenes Educators Association “Association” as the exclusive representative for purposes of the Rhoda Act (Government Code Section 3540, et seq, Title 1, Division 4, Chapter 10.7) for the employees in the representation unit comprised of the following positions: classroom teacher; ELD teacher; district library/media coordinator, intervention specialist; certificated preschool teacher; teacher on special assignment; PAR consulting teachers; summer school teachers, (if they are contracted in LVUSD during the contractual school year); nurse; counselor; psychologist; adaptive PE teacher; and speech, language, and hearing and vision specialist; behavior specialist and excluding, but not limited to: superintendent; deputy superintendent; assistant superintendent; director; coordinator; principal; assistant principal; dean; program specialist; school coordinator; administrative intern; and substitute teacher.

## **Article 2**

### District Rights

2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action in the event of an emergency provided that such action is temporary and directly related to the emergency. An emergency shall be limited to natural disasters; civil and student disorders; concerted activities by employees of the District; fiscal crises; energy crises; Federal, state, county and city declared emergencies; epidemic diseases; environmental pollution episodes; human induced disasters; and conditions which endanger the health and safety of students and employees. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

The parties agree that should disputes arising from the declaration of any emergency occur and specific action related thereto, these disputes may be litigated by the Association in a court of competent jurisdiction.

2.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the District; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

## ARTICLE 3

### ASSOCIATION RIGHTS

- 3.1 Use of school mail, employee mailboxes, District email system (in compliance with the acceptable use policy and applicable statutes including but not limited to Education Code§ 7054's prohibition against political speech), and bulletin boards for all Association communications in accordance with District procedures shall be allowed. At the time of posting or distribution, the principal or site supervisor and the Superintendent or his/her designee shall be provided with copies distributed to all unit members through the school mail or employee mailboxes. The Association shall not be required to provide the District with copies of communications to Association officers or to individual unit members. In addition, any communication posted on a bulletin board, sent through school means of distribution, or placed in employee mail boxes shall be dated and shall give the name of the Association sending the communication and the name of a responsible officer of such Association.
- 3.2 Reasonable access to certificated employees at their place of assignment shall be allowed. (Such access shall not include times when employees are assigned to classes and/or supervision of pupils.) Representatives of the Association shall report and identify themselves at the site principal's or supervisor's office and clarify the employee's availability with the site principal or supervisor before visiting an employee on the premises of a school or district building.
- 3.3 Permission is authorized to use school facilities, when not in use for educational purposes, without charge, for routine Association meetings. These meetings shall conform to Civic Center Act provisions and the District reserves the right to require application for a Civic Center permit in accordance with District rules and regulations.
- 3.4 School facilities may be used for meetings of employees at the site immediately before or after regular duty hours or during the duty-free lunch period if there is no conflict with other official school use. The availability shall be determined by the site supervisor as soon as possible before the meeting.
- 3.5 The Association shall receive a reasonable amount of paid release time for meeting and negotiating. Such release time shall be taken in units of whole (1) or one-half (1/2) days. Meeting and negotiating does not include preparation for such.
  - 3.5.1 With the multiplicity of roles played by unit members in our schools and for our Association, there needs to be recognition of the important functions performed by LVEA. Therefore, Mondays should be reserved, if feasible, for Association activities. The District and school sites shall avoid scheduling conflicts on Mondays.
- 3.6 The Association shall be granted 65 days of release time for the conducting of Association business with the cost of the substitutes to be paid by the Association.
  - 3.6.1 The Association president will be given release time to be determined by the

Association each year by providing notice in time for the District to secure an adequate substitute. The Association will pay for the cost of the replacement teacher. The cost of the actual replacement is not to exceed the average salary of new teachers hired for that year. Except if the release goes to full time, the cost to the Association will not exceed the actual cost of the replacement.

No later than June 1, the District and Association will meet to discuss options that will ensure continuity of the educational program. .

Elected state and national Association officers shall be granted, upon request, a leave of absence to serve in such capacity. The Association shall reimburse the District for the compensation paid the employee on leave.

- 3.7 The District's mail run will deliver mail to an in-district work location. There is no guarantee of delivery in cases of emergencies. This agreement does not provide for pick up mail or distributions. In the event the Association changes its address, the District may agree to deliver mail at the new address.

### 3.8 Membership

- 3.8.1 Dues Deduction. Any unit member who is a member of the Association, or who has applied for membership, may pay a lump sum cash payment to the Association or sign and deliver to the District a revocable assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one tenth (1/10) of such dues from the regular salary warrant of the unit member each month for ten months. Unit members who sign such authorization after commencement of the school year shall pay a prorated amount.

- 3.8.2 Provisions of Information - The Association agrees to furnish any information needed by the District to fulfill the provisions of this article.

- 3.8.3 Indemnification / Hold Harmless Clause - The Association agrees to fully indemnify, defend and hold harmless, the District (and its officers, employees and agents) against any claim, action, liability, judgments or settlements regarding the legality of this section or any action taken by or on behalf of the District in implementing this Section. The Association shall have the right to determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, tried or appealed, provided however, the District may retain its own attorney and shall have the right to be consulted before any of the foregoing decisions are made.

The Association's duty to indemnify does not apply to litigation instituted by the Association against the District for the District's alleged failure to comply with the provisions of this Section.

- 3.9 Employee Access. LVUSD recognizes that its relationship with LVEA is a partnership that works to accomplish mutual interests and wants to nurture that relationship with open communication and access to information. Given the legislative mandate to provide direct access to new employees during an orientation process, LVUSD agrees that it will provide no less than 10-day notice to LVEA of any scheduled group orientations for new employees and allow no less than 30 minutes for LVEA to present to the new employees. Updated information on new employees will be provided every 120 days unless mutually agreed it is unnecessary.

For individual or small group orientations spread out through the fiscal year, LVEA is encouraged to submit material describing the function and importance of fair share representation. LVUSD agrees to provide those materials to employees during the orientation process. Additionally, LVUSD will allow access to representatives of LVEA to new employees at work sites during non-duty hours. However, additional release time for membership recruitment will not be provided to LVEA representatives unless the cost of release is reimbursed by LVUSD.

Within 30 days of employment for new employees or at the first pay period following employment, LVUSD will provide LVEA the name, job title, department, and work location of the new hire. LVUSD will also provide the new hire's home address, personal cellular telephone number, and personal email address if that information is on file with LVUSD and there isn't a privacy notice requesting that information not be made available. Should the phone number and personal email addresses not be made available through LVUSD, LVEA may request that information directly from employees. A privacy notice will be provided along with other work related information to the new hire at the time of the orientation.

- 3.10 Unit members are entitled to LVEA representation, upon their request, in meetings with site or District administration that may lead to discipline. Unit members may also request LVEA representation in non-disciplinary meetings with site or District administration.

## ARTICLE 4

### CONCERTED ACTIVITIES

- 4.1 It is agreed and understood that there will be no strike, work stoppage, or refusal or failure to perform job functions and responsibilities by the Association or by its officers, agents, or unit members during the term of this Agreement.
- 4.2 The Association will take reasonable action to avoid such activity and where such activity occurs, immediately inform employees engaged in such activity that they are in violation of this Agreement and order said employees back to work.
- 4.3 It is agreed that the Association, when meeting requirements of this article shall not be liable for the unauthorized action of its members or other District employees.
- 4.4 It is agreed and understood that any employee violating this article shall be subject to discipline up to and including termination by this District.



## ARTICLE 5

### GRIEVANCES

#### 5.1 Definitions

- 5.1.1 A "grievance" is a formal written allegation by the Association or an employee that there has been a misinterpretation, misapplication, or violation of one or more of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the policies or administrative procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the policies of the Board of Education, or by the administrative procedures of this school district are not within the scope of this procedure.
- 5.1.2 A "grievant" may be the Association or any employee of the District covered by the terms of this Agreement.
- 5.1.2.1 If more than one employee share in the same allegation, the Association may consolidate the grievance at the appropriate level, and thereafter process such grievance on behalf of the grievants.
- 5.1.3 A "day" is any day during the student school year in which the central administrative offices of the District are open for business. Grievance timelines can be modified by written mutual agreement.
- 5.1.4 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant and the authority to grant the requested remedy.

#### 5.2 Informal Level

- 5.2.1 Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor and/or the management employee who allegedly violated the Agreement.
- 5.2.2 The grievant shall have a right to representation by the Association at this and all subsequent levels of the grievance procedure.

5.2.3 The Association will be provided written notification by the District of anyone who wishes to use the grievance process without representation by the Association.

5.2.4 The Association will have the opportunity to review and comment on the District's proposed final resolution in all cases covered in Section 5.2.3.

### 5.3 Formal Level

5.3.1 Level 1: Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance or awareness of the occurrence, the grievant must present his/her grievance in writing to his/her immediate supervisor. All grievances must be submitted in writing and must include the following: date of alleged violation, name(s) of unit members and administrators involved, article violated, attempt(s) at informal resolution, and remedy sought.

Should the time for filing a grievance extend beyond the employee's work year, the grievance shall be suspended until the first workday of the following work year at the request of either party.

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

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

5.3.2 Level 2: In the event the grievant is not satisfied with the decision at Level 1, he/she may appeal the decision on the appropriate form to the superintendent or his/her designee within ten (10) days. This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for appeal.

The superintendent or his/her designee shall communicate his/her decision within ten (10) days after receiving the appeal. Either the grievant or the superintendent or his/her designee may request a personal conference within the above time limits. If a conference is held, the decision shall be tendered within ten (10) days following the conference. If the superintendent or his designee does not respond within the time limits, the grievant may appeal to the next level.

### 5.3.3

Level 3: If the grievant is not satisfied with the decision at Level 2, he/she may, within ten (10) days, and with the concurrence of the Association submit a request in writing to the Association and superintendent for arbitration.

Except under extraordinary circumstances, prior to notifying the arbitrator of his/her selection, the parties shall attempt to resolve their differences through mediation. Any findings of the mediator are not binding. In the event mediation does not resolve the dispute, the parties shall notify the arbitrator and continue to proceed to arbitration.

The Association or employee and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within five (5) days, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The striking shall be determined by lot, and shall be completed within five (5) days of receipt of the list by the parties.

A request for a mediator will be made to the State Conciliation Service and/or a state mediator on or about the same time as the request for a panel of five (5) arbitrators is made. This procedure (the concurrent request for mediation) should minimize the amount of time needed to implement the mediation step. As was discussed at the table, by the time we receive the panel of arbitrators, and the actual selection takes place, the mediation session(s), in all probability, will have occurred. The intent of this provision is to attempt a mediated settlement while arbitration is being arranged.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and submit a decision on the issue or issues submitted to him/her by the Association and the District.

If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her decision, which shall be binding on the District, the grievant, and the Association.

#### 5.4 Miscellaneous Provisions

- 5.4.1 Should the grievant fail to adhere to the time provisions for appealing a grievance, the last decision rendered shall be final.
- 5.4.2 Issues arising out of the exercise by the Board and administration of its authority and responsibilities under Article 2, District Rights, shall not be subject to the procedures set forth in Article 5, Grievances.
- 5.4.3 The Association, either on its own behalf or on behalf of the affected employees, may initiate a grievance, which affects more than one employee in a single building or employees in more than one building at Level 2.
- 5.4.4 The employee shall receive a maximum of three days paid release time, non- cumulative, for the processing of each grievance, subject to the following conditions: (a) an Association representative shall be released only if the grievant so requests; (b) the grievant notifies the superintendent or his/her designee at least one day in advance of the name of the Association representative; (c) the three days of release time may be used for representation and/or preparation for a grievance. A maximum of one day of release time may be used at Level I.
- 5.4.5 The Association shall receive a maximum of three days paid release time, non- cumulative, for the processing of each grievance filed by the Association, subject to the following conditions: (a) the Association notifies the superintendent or his/her designee of the names at least one day in advance; (b) the three days release time may be used for representation and/or preparation for a grievance. A maximum of one day of release time may be used at Level 1.
- 5.4.6 A reasonable number of employees shall receive release time, if required, without loss of compensation to participate in the grievance procedure.
- 5.4.7 Time limits for appeals at each level shall begin the day following the receipt of the written decision.

- 5.4.8 No reprisals of any kind shall be taken by the District or the Association against the aggrieved person or other participant in the grievance procedure by reasons of such participation or non-participation.
- 5.4.9 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any of the participants. Access to the grievance file shall be limited to the grievant, authorized Association representative(s) and the District personnel charged with the processing of the grievance.
- 5.4.9.1 Forms for filing grievances, serving notice, making appeals, making reports and recommendations and other necessary documents shall be prepared jointly by designees of the superintendent and the Association and given distribution by the Association so as to facilitate the operation of the grievance procedure. The costs of printing such forms shall be borne by the District.
- 5.4.9.2 If a violation of this contract is alleged to have occurred during the summer break between school years, the time for filing a grievance shall commence on the first day unit members are scheduled to return to work for the fall semester. However, nothing herein shall prevent a grievant from filing the grievance during the summer months.

## Article 6

### HOURS/WORK YEAR

#### 6.1 Work Year (Regular School Year)

6.1.1 The number of workdays scheduled for employees covered by this Agreement shall be as follows: teachers - 185 days; psychologists - 194 days; secondary and wellness counselors - 203 days; elementary counselors – 185 days; special education unit members - 188 days. These workdays include a minimum of the equivalent of one day, before the start of the school year, designated for unit member preparatory time. Scheduling and responsibilities performed during the contracted days outside of the typical 185-day school year for psychologists and counselors are directed at the discretion of administration and based upon the needs of the site. The additional contracted days for special education unit members may include case management duties and no more than one day of special education-related training.

6.1.2 The workday for employees shall be as follows: It is understood that each site and position require varying start and end times. Principals, in consultation with staff, shall determine how a staff's/employee's seven (7)-hour workday shall be scheduled. The 7-hour workday includes but is not limited to: a 30-minute duty-free lunch period, recess, breaks between periods, preparation periods, student conferences, and parent conferences. After consultation with the employee, any individual deviation from this provision shall be at the direction of the principal or his/her designee or the supervisor. In the event there is not agreement about the modification, the employee may require that the change be subject to mediation conducted by the Assistant Superintendent of Human Resources, with representation from LVEA.

6.1.2.1 Sites that are following a banked time model recognize that the utilization of banked time is teacher directed – not individual teachers – but the collective group. Banked time will be used for collaboration, completion of school site goals, or other professional duties.

6.1.3 It is also understood that the varying nature of a unit member's professional responsibilities may include obligations beyond the on-site, 7-hour workday. These responsibilities may include planning, preparation, evaluation of student work, participating in adjunct duties, and communication with parents and/or guardians, students and District personnel. The parties recognize that unit members have flexibility in fulfilling these responsibilities and agree that they will be completed in a timely manner.

6.1.3.1 At any school that implements a six-period schedule, a full-time teacher is assigned to teach five periods and is allotted one period of preparatory time.

6.1.3.2 If an employee agrees to a 6/5 contract for a school year, it is understood that an additional 20% of time or 1 hour, 24 minutes beyond the 7-hour workday may be needed to complete the enhanced workload. This extra time can be completed on or off site as long as employees meet the responsibilities listed in 6.1.3

6.1.4 School site variations may include different schedules, including but not limited to extended and full day kindergarten programs, zero period, block schedules, and/or staggered scheduling.

## 6.2 Elementary Minimum Days

6.2.1 Pupil conferences and parent conferences shall be considered as meetings for the purposes of this section and are authorized meetings.

6.2.2 The District shall maintain the provision of seven (7) minimum student days per year for purposes of conferencing for grades 1 through 5 during the first reporting period and two (2) during the second reporting period.

6.2.3 TK and Kindergarten teachers shall conference with parents/guardians during the first reporting period and may use up to four (4) minimum days to do so. TK and Kindergarten teachers shall offer a second conference during the second reporting period and may use up to four (4) additional minimum days to do so.

6.2.4 Elementary teachers with classes of 30 students or more shall be given one (1) day per school year of release time for additional time involved in parent conferences and report card preparation.

6.2.5 There shall be one (1) additional floating minimum day per year, priority given to the last day of school in June.

## 6.3 Summer School

6.3.1 Unit members will be paid at their pro-rata hourly rate for work in the summer school program.

6.3.2 The District shall consider the following factors when filling summer school positions:

6.3.2.1 District employees have preference

6.3.2.2 Appropriate Credential / Authorization

6.3.2.3 Major/Minor areas of academic preparation as relevant to assignment

6.3.2.4 Major/Minor areas of academic preparation relevant to grade level

6.3.2.5 Teaching experience in subject area

6.3.2.6 Applicant's ability/commitment to provide additional services related to summer school curriculum/program (e.g. Computer Lab)

6.3.2.7 Background in non-school but related experience

6.3.2.8 Teaching skills appropriate to grade level

6.3.2.9 Teaching skills appropriate to subject area

6.3.2.10 Final assignments will be determined by the district as a result of enrollment and funding sources.

6.3.2.11 If the above factors are substantially equal, the applicant with least recent district summer school experience will be selected. Experience includes the signing of a summer school contract irrespective of whether assignment was completed, with the following exceptions:

a) Class cancellation

b) Employee unable to complete the assignment due to extraordinary circumstances beyond the employee's control.

#### 6.4 Preparation Period

6.4.1 Each full-time teacher at a comprehensive secondary school and/or continuation school shall be afforded one scheduled class period daily, or its equivalent, as a preparation period. Each full-time teacher working in a self-contained classroom with a multiple subject credential and/or a special education credential shall receive a daily preparation period of forty (40) minutes, or its equivalent. 4th and 5th grade teachers shall be provided dedicated preparatory time during student instructional minutes. When assigned to a partial teaching assignment, the teacher shall be afforded a pro rata portion of a class period daily, or its equivalent, as a preparation period. "Equivalent" includes semester variations in scheduling.

6.4.1.1 Every effort shall be made to avoid class schedules that include two pupil free periods within the same workday, in such cases where such



schedules occur, the immediate supervisor, department chair, and affected member will meet and confer.

6.4.1.2 Every effort shall be made to have an equal distribution of preparatory periods within a school site.

6.4.2 Preparation periods shall be used for professional job-related work which shall 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. The scheduled preparation period may also, if deemed necessary by the immediate supervisor, be used for providing replacement services for temporarily absent unit members. The site administrator shall make every reasonable effort to distribute these assignments equitably. In addition, every reasonable effort shall be made to obtain a substitute for teachers who are absent one-half day or more.

6.4.3 There is an opportunity to earn compensatory time during a unit member's preparatory time for period substituting and proctoring.

Full - time bargaining unit members who cover a class when requested by site administration or proctor tests during their preparation period shall receive one period of compensatory time or substitute pay. The full-time unit member shall make a choice of compensatory time or substitute pay at the beginning of each school year. If a bargaining unit member exceeds ten (10) hours of earned compensatory time, the bargaining unit member shall submit a per diem timesheet for future period coverage, or may choose to earn no more than two additional hours of compensatory time and then earn per diem for hours after their 12<sup>th</sup> coverage period.

Part-time bargaining unit members who cover a class when requested by site administration or proctor tests will receive substitute pay. Part-time bargaining 17 unit members who are interested in earning compensatory time for staff development shall contact the Assistant Superintendent of Human Resources.

A bargaining unit member who accumulates six periods of compensatory time shall be entitled to one release day. Earned compensatory time for period coverage and staff development may be combined when calculating total compensatory time available, but not for per diem pay.

6.4.3.1 There is an additional opportunity to earn compensatory time through voluntary staff development (Tier I and Tier II). This pertains to staff development that is done outside of the seven-hour workday and is approved in advance by the unit member's site administrator.

6.4.3.2 No bargaining unit member may carry over more than two days of release time in a school year unless approved by the Assistant Superintendent of Human Resources and/or the site administrator. All other unused full days will be paid at a daily substitute rate in the school year in which they are earned, and must be submitted to their site administrator by the last day of the school year in which the hours were earned.

A teacher shall, when possible, advise the site administrator of the compensatory day at least one week in advance. Each school office shall maintain accurate records of earned compensatory time. Partial days will be rolled forward into the next school year.

6.4.4 Except for emergency situations, the District will make every reasonable effort to secure substitute teachers to replace teachers who are absent from their assignments before requiring other teachers to substitute during a scheduled preparation period.

If substitutes cannot be secured by the District to meet the demand of any school site, principals will address the situation under the following guidelines:

#### 6.4.4.1 Secondary Schools

Teachers who volunteer or are required to cover a class during their prep periods shall be compensated at the substitute pay rate per hour or earn compensatory time, at the unit member's discretion. After using ten (10) of one's prep periods (or its equivalent) as defined in Article 6.4.3 in a given school year, the unit member shall begin to earn their hourly rate for prep period coverage.

Each school shall maintain a list by prep period of all certificated employees who are available to substitute during a given period.

Volunteers from those lists shall be considered first for coverage. If no volunteers are available, principals shall assign coverage on an equitable rotation from the period list provided.

Other options administrators may utilize include cancellation of staff development activities, administrative coverage, and coverage by a specialist or other certificated support staff.

#### 6.4.4.2 Elementary Schools

The following resources shall be considered by the principal when a substitute is not available. Principals will exercise discretion in terms of

which alternative provides the most efficient and fair substitute coverage under each given circumstance.

#### Options

- Administrative coverage
- Cancellation of staff development activities
- Coverage by a specialist or other certificated support staff
- Placement of students into other classrooms (this option should be exercised only when the others are not feasible)

If students are placed into other classrooms due to the inability of the District to acquire a substitute, the supervising teacher shall be compensated. For over three hours of coverage, the supervising teacher shall receive two hours of per diem pay. For one to three hours of coverage, the supervising teacher shall receive one hour of per diem pay.

6.5 Adjunct duties which extend beyond the regular working day shall be assigned on an equitable basis by the site administrator in consultation with the employees considering the following criteria: number of hours, day of the week, type of activity, and time of the activity. In order to effectively manage the overall responsibility, the site administration in consultation with employees shall annually prioritize the adjunct duty list to determine if the expenditure of time and effort outweigh the value of the activity.

6.6 Unit members assigned less than full-time are subject to the provisions of this Article in the ratio the part-time assignment bears to a full-time assignment.

6.7 Unit members shall attend all regular or special meetings called, provided that such meetings are authorized by the District, provided further that a maximum one day per week may be reserved at each school site for faculty meetings, department meetings and/or grade level meetings (district grade level lead teacher meetings shall not exceed four per year). Exempt from this limitation are administrative conferences with individual employees; meetings on release time; school-based community meetings, e.g. Open House, School Showcase, Back-to-School-Night, DELAC (school-based community meetings not to exceed two per school year), voluntary meetings and meetings arising because of special circumstances or emergencies. The foregoing meetings will generally last no longer than one hour and fifteen minutes. Agendas for these meetings will be distributed in writing in advance. If a meeting is scheduled after school, it shall start as soon as practical after school. At the beginning of each school year, staff will meet to discuss / determine the best way to schedule SST, IEP and 504 meetings during the seven-hour workday.

6.7.1 All new certificated unit members will attend no more than two District orientation days prior to the beginning of the school year, to be paid at the current daily substitute rate.

6.7.2 Generally, in-service training, workshops and the like shall be held within the normal working day with release time paid by the District.

#### 6.7.2.1 - Tier I

District Tier I training which occurs outside of the on-site workday shall be compensated at the unit member's pro rata rate, staff development credit at the discretion of the District, or compensatory time at the unit member's discretion. "District Tier I training" means that the employee is expected to attend the required training, the training relates to an employee's job duties/requirements, and includes an expectation that the training will be used in the classroom and/or be considered when evaluating the employee's performance for the year.

District Tier I trainings/committees include, but are not limited to, training of trainers and report card revision.

A district-initiated group of teachers will be selected for the purpose of curriculum development and/or revision. Their work may include but is not limited to textbook selection, curriculum writing, creating benchmark assessments, i.e. where a product is derived. Department Chairpersons/Lead Teachers who attend textbook adoption meetings will be paid their hourly rate.

#### 6.7.2.2 - Tier II

If a training is offered during the school day as well as outside of contract hours (before or after school or during the summer), the unit member shall have the option of attending either session. If the unit member attends the training outside of contract hours, and has pre-approval from his/her supervisor, he/she shall be compensated the daily substitute rate or earn compensatory time, at the unit member's discretion.

District Tier II training which occurs outside of the on-site workday, and is voluntary, shall be compensated at the prorated substitute rate or earn compensatory time, at the unit member's discretion.

#### 6.7.2.3 - Tier III

Except as set forth in 6.7.2.1 and 6.7.2.2 above, a unit member who attends an in-service training workshop or conference which occurs outside the on-site workday shall not be compensated for

such attendance but may , at the District's discretion , receive reimbursement for registration and/or other expenses.

Examples of such activities include, but are not limited to, informal meetings with support providers, off-site conferences, or programs offered by the Ventura County Office of Education, and Los Angeles County Office of Education.

6.7.2.4 A unit member may receive staff development credit or compensatory time for attending a conference or training outside of the school day with prior approval from the site administrator and with the understanding that the conference/training is aligned with the Local Control Accountability Plan (LCAP) and the site's Single Plan for Student Achievement (SPSA). Staff development credit may not exceed the site's allotment for staff development hours.

6.7.3 A committee comprised of three Association members and three District members shall meet on an as-needed basis to review all known staff development options to discuss and decide into which tier these programs shall be placed.

6.7.4 All notifications of meetings will include the Tier designation.

6.7.5 Incremental Talent Development options. For years in which employee-directed Talent Development options are available:

6.7.5.1 Lunchtime Talent Development. At the unit member's discretion s/he may earn 30 minutes of LVUSD pre-approved Talent Development during lunch. If the unit member chooses to use his/her lunch for this purpose, the employees will agree to a 30-minute increase in their workday for that day only. His/her lunch can be taken any time (outside of scheduled classes) during the extended 7-hour, 30-minute day.

6.7.5.2 Modeling/Observation of a Colleague's Lesson (Pineapple). A unit member may earn 60 minutes of LVUSD Talent Development (Pineapple), for presenting or observing a model lesson. The lesson must be pre-approved by the Educational Services Department. The presenting teacher will present a model lesson during his/her regularly scheduled class time. A standardized form will be submitted to the Educational Services Department with the model lesson plan for pre-approval. The

observing teacher will observe the lesson during his/her pupil free time. The observing teacher will be responsible for completing and submitting a standardized reflection form to the Educational Services Department. In return, the observing teacher agrees to a 30-minute increase in the workday for that day only. The extra 30 minutes will be spent making up the missed contractual time.

#### 6.8 Grade Level Meetings

Grade level meetings shall be required for elementary school lead teachers. Grade level meetings may be scheduled by the District up to four (4) times a school year. The length of the individual meetings shall not exceed 90 minutes.

6.9 All unit members covered by this article shall personally sign-in and sign-out in the main office of the school or work location when leaving or returning from off-site locations during the working day. Such sign-in and sign-out shall exclude arrival for work and departure.

6.10 In the event a unit member is required to involuntarily change sites, or move classrooms as a result of district-directed facilities project, the unit member shall be compensated for eight (8) hours at his or her per diem hourly rate. A unit member who volunteers in lieu of involuntary transfer will be eligible for the same compensation. Unit members who elect a voluntary transfer shall not be compensated under this provision.

## Article 7

### LEAVES

#### 7.1 Definition

7.1.1 "Immediate family," for the purposes of this article, means the mother, step mother, mother-in-law, father, step father, father-in-law, grandmother, grandfather, grandchild, spouse, domestic partner as defined by the California Family Code, son, step son, foster son, son-in-law, daughter, step daughter, foster daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, half-sibling, aunt, uncle, niece, nephew, cousin of unit member, any relative living in the immediate household of the unit member or any person who has, for an extended, continuous and indefinite time, been living in the unit member's immediate household, and is domiciled in the unit member's household.

7.1.1.1 A "designated person", as defined by the California Family Rights Act, shall be treated as "immediate family" for the purposes of this article.

7.1.2 Any unit member who is on unpaid leave may retain health and welfare benefits.

7.1.2.1 Dental and vision benefits are paid directly to the District.

7.1.2.2 Medical benefits are paid directly to the medical provider.

#### 7.2 Sick Leave

##### 7.2.1 General

7.2.1.1 At the beginning of each school year, unit members on a full-time-contract shall be credited with ten days of sick leave. Unused sick leave may be accumulated without limitation.

7.2.1.2 Sick leave is defined as leave for a mental or physical illness or other disability preventing the unit member from working. Dental or medical appointments which cannot be scheduled outside of the school day also are included. Unit members may use their accumulated sick leave to attend to the illness of a member of their immediate family, or an accident involving the unit member's person or property, or the person or property of a member of the unit member's immediate family.

7.2.1.3 Whenever leave from assignment is frequent or extensive, or whenever the supervisor has any question as to the validity of an illness claim, the illness is to be verified by the unit member's supervisor. At the option of the unit member, such verification may involve a home visit, submission of a written statement by a

physician or a signed affidavit from the unit member. In the event that a unit member's absences exceed ten (10) days in a school year, his/her supervisor may require a physician's note.

7.2.1.4 If a unit member is absent one-half day or less, the unit member will be charged with one-half day sick leave. If a unit member is absent less than a full day, but more than one-half day, the unit member will be charged with a full day of sick leave. Members are responsible for requesting a substitute when needed.

7.2.1.5 When established by the District that a concerted withdrawal of employee services is in progress, the District may instruct supervisors to verify all illness claims by requiring the submission of a written statement by a physician.

## 7.2.2 Extended Sick Leave

7.2.2.1 During each school year when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of five school months, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due him or her for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence. If no substitute employee was employed, the amount that would have been paid to the substitute had the unit member been employed shall be deducted.

7.2.2.2 For purposes of subsection 7.2.2.1:

a) The sick leave, including accumulated sick leave, and the five month period shall run consecutively;

b) A unit member shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, - the unit member may take the balance of the five-month period in a subsequent school year.

7.2.2.3 When a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident beyond the five-month period provided 25 in subsection 7.2.2.1, and the unit member is not medically able to resume the duties of his or her position, the unit member shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the unit member is on probationary status, or for a period of 39 months if the unit member is on permanent status.



7.2.2.4 After exhausting all sick leave including all accumulated sick leave and continues to be absent from his or her duties on account of maternity or paternity leave, the unit member may utilize extended sick leave for maternity or paternity leave for up to 12 weeks as set out in Education Code § 44977.5. A unit member shall not be provided more than one 12-week period per maternity or paternity leave per year, but may take the balance of the 12-week period in the subsequent school year.

7.2.2.4.1 The 12-week period shall be reduced by any period of sick leave, taken during a period of maternity or paternity leave.

7.2.2.4.2 For the purposes of this section only, maternity or paternity leave includes leave for the reason of the birth of a child of the unit member employee, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member.

### 7.2.3 Provisions

7.2.3.1 While on paid sick leave or illness not covered by sick leave, a unit member shall retain earned salary schedule status and benefits, and shall receive experience credit, providing the unit member served 50% of the school year. After the expiration of all paid sick leave or illness not covered by sick leave, a unit member may request a health leave without pay according to the requirements of Section 7.13 of this Article.

### 7.2.4 Transfer of Sick Leave

7.2.4.1 A unit member who has been an employee of another school district for a period of more than one school year, and who accepts a position with this District within the succeeding school year, following the previous employment termination, shall have transferred to this school district the total amount of earned-but unused sick leave to which the unit member is entitled.

## 7.3 Personal Necessity Leave

7.3.1 Per Education Code 44981, up to seven (7) days of sick leave allowed pursuant to Section 7.2.1 may be used each year by a unit member, at his or her election, in cases of personal necessity. Any days used for personal necessity shall be deducted from current sick leave. Up to three (3) additional days per year may be approved by the Assistant Superintendent of Human Resources.

7.3.2 Personal necessity shall be deemed to be an activity that cannot be conducted outside of normal working hours. These days are non-cumulative and may not be taken for vacation or recreational pursuits, for alternative employment, or concerted activities against the District.

7.3.3 Unit members requesting Personal Necessity Leave must submit a leave request indicating the dates to be used for this purpose. Unit members requesting Personal Necessity for three or more consecutive days must state a reason pursuant to 7.3.2.

#### 7.4 Industrial Injury and Illness Leave

7.4.1 Unit members shall be allowed leave for a job-related industrial injury or industrial illness. A maximum of sixty (60) working days will be allowed for each industrial injury or illness without limitation as to the number of industrial injuries or illnesses.

7.4.2 When entitlement to industrial accident or illness leave has been exhausted, the unit member will be entitled to sick leave under Section 7.2 of this Agreement.

7.4.3 Allowable leave as **defined** in 7.4.1 shall not be accumulated from fiscal year to fiscal year. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

7.4.4 While on industrial injury and illness leave, the unit member shall be entitled to benefits, experience credit, retention of salary schedule status, and salary. The unit member is entitled to receive their full salary, with the Workers' Compensation being an offset for up to sixty (60) days).

#### 7.5 Jury Duty/Witness Leave

7.5.1 Unit members will be granted a leave with pay to serve on a jury.

7.5.2 Unit members shall be paid their regular earnings and any amount of compensation received for jury service shall be endorsed to the District with the exception of allowances for mileage, meals, and lodging.

7.5.3 Unit members who have been called for jury service during the school year and had such service deferred to any school break one week or longer will receive substitute pay for the time served during such period as a juror. In order to receive the substitute pay, the unit member must provide proof of the deferral. The unit member shall endorse

to the District compensation received (from the court) for jury service, with the exception of allowances for mileage, meals, and lodging.

7.5.4 Leave shall be granted in response to a subpoena to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the unit member. If the unit member is paid witness fees, the unit member will reimburse the District.

## 7.6 Legislative Leave

7.6.1 A permanent unit member who is elected to the State Legislature shall be granted an unpaid leave of absence from his/her duties for the length of the term(s) of office.

7.6.2 Six months after the expiration of the term(s) of office, the unit member shall be entitled to return to a position for which the unit member has a valid credential. The unit member shall retain all earned salary schedule status, but shall receive no salary, experience credit, or benefits while on leave.

## 7.7 Bereavement Leave

7.7.1 In addition to available sick leave, if any, the unit member shall be allowed up to five days absence with pay for each death in the immediate family.

## 7.8 Childrearing Leave

7.8.1 Following the birth or adoption of a child by the unit member, the unit member may request a childrearing leave. The District shall grant such unpaid leave for the remainder of the school year, and all of the following school year following the birth or adoption of a child. Following the exhaustion of mandatory child rearing leave, the unit member may be granted an additional child rearing leave not to exceed one school year. The timeframe for this article starts with the birth or adoption of the child.

7.8.2 Upon return to work, the unit member shall be assigned a position for which the unit member has a valid credential.

## 7.9 Opportunity Leave

7.9.1 Opportunity leave is defined as an opportunity for the unit member to have an alternate experience that will enhance that unit member's effectiveness.

7.9.2 If granted, opportunity leave shall be for one or two semesters when possible.

7.9.3 The District may grant additional leave in multiples of semesters for a period of time such that the total of the opportunity leave does not exceed four semesters.

7.9.4 Upon return to work, the unit member shall be assigned a position for which he or she holds a valid credential.

7.9.5 The unit member shall retain all earned salary schedule status and shall receive no salary, experience credit, or benefits while on leave.

7.9.6 Experience credit may be granted for teaching experience on opportunity leave.

#### 7.10 Leave of Absence Without Pay

7.10.1 A leave of absence without pay may be considered on an individual basis and the District's action depends upon the merits of each case. While on leave of absence without pay, a unit member shall only retain salary schedule status and shall receive no benefits, salary, or experience credit. Upon return from leave, the unit member shall be assigned a position for which the employee has a valid credential.

#### 7.11 Military Leave

7.11.1 A unit member, upon submission of military orders, shall be granted a leave of absence without loss of salary to report for annual active duty training. After one year of public employment, unit members on leave are entitled to District, as well as military pay for the first thirty (30) calendar days.

7.11.2 During any war in which the United States of America is engaged, or during any period of national emergency declared by the President of the United States, a unit member who enters the active military service of the United States shall be granted a leave of absence without pay and benefits for the period of such enlistment or required service. This leave shall not be continued following a voluntary re-enlistment.

7.11.3 Upon completion of the service requirement, the unit member shall be reinstated to a position for which the unit member held a valid credential at the time of enlistment or induction, and the period of absence shall not be construed to be a break in service.

#### 7.12 Health Leave Without Pay

7.12.1 Once all accrued leave has been exhausted, a health leave without pay may be requested by a unit member and shall be granted as outlined in Education code 44978.1. Such leave request shall contain a statement from a licensed physician indicating the nature of the illness and the period of confinement.

7.12.2 The District reserves the right to require the unit member to submit to a physical examination by a licensed physician selected by the unit member from a panel provided by the District prior to granting and before returning from leave. The costs of such a physical shall be borne by the District.

7.12.3 While on health leave without pay, a unit member shall only retain salary schedule status and shall receive no benefits, salary, or experience credit.

7.12.4 Upon return from leave without pay as outlined in Article 7.12.1, the unit member shall be assigned a position for which he/she has a valid credential.

### 7.13 Notice of Intent to Return from Leave of Absence

7.13.1 Bargaining unit members who have been granted a leave of absence under any leave contained in this Article shall notify the District Human Resources Office in writing as to their intent to return to employment of the District. In accordance with Education Code 44842, the bargaining unit member shall provide notice to the District, no later than June 30, of their intent to return to service for the upcoming year.

### 7.14 Catastrophic Leave

#### Catastrophic Leave Mission Statement

The Catastrophic leave bank is created and maintained by voluntary donations of sick leave days from members of the Certificated Bargaining Unit. The bank is sustained with the guiding principles of empathy and ethical use, and an understanding that all participants subscribe to the same principles.

Unit members voluntarily contribute their own sick leave days so that when a catastrophic event strikes a fellow certificated employee, there is an additional bank of leave. The mission of the Catastrophic leave bank is to provide an additional source of leave for employees who experience a catastrophic incident. For the purposes of administering the bank, elective surgeries, short-term illnesses, routine pregnancies, personal necessity, and bereavement are not considered catastrophic. An elective surgery is defined as a surgery that is scheduled in advance because it does not involve a medical emergency.

7.14.1 "Participant" means any certificated unit member who voluntarily contributes one of his/her sick days per school year into the leave bank during an open enrollment period. The open enrollment period is from the first day of the work year through October 1. Notification must be given to each unit member that he/she may opt in or out of the leave bank.

7.14.2 Days may be donated for the remainder of a unit member's career by

signing the catastrophic leave form. One day per year of accrued leave will be added to the sick leave bank from the participant. A certificated member may enroll in the program during any open enrollment period. A participant may opt out of the program at any time in writing to the Assistant Superintendent of Human Resources Personnel, but loses all donated days (except those in future school years) and rights to draw from the catastrophic leave Program. Unit members may elect to opt back in during the open enrollment period in any subsequent school year.

7.14.3 Leave bank participants who suffer a catastrophic illness, long-term illness, or disability may be eligible for Catastrophic Leave. A participant would have two options for the utilization of Catastrophic leave.

The first option would be for the participant to first utilize any accrued sick leave, followed by differential pay, followed by Catastrophic Leave.

The second option would be for the participant to utilize any accrued sick leave, followed by Catastrophic leave and differential leave which would run concurrently to bring the participant to full pay during differential leave. Following differential leave, any remaining Catastrophic leave could be utilized.

A participant who has exhausted all accrued paid leave may request up to fifty (50) additional days of paid sick leave as a result of catastrophic illness or injury. When the fifty (50) days are exhausted, the participant may apply for an additional fifty (50) days. A participant may not receive more than one hundred (100) days in a twelve-month period. For the purposes of this article, a day is defined as any portion of a regularly calendared day that is missed.

This article is intended to provide temporary catastrophic leave to participants for a maximum of one hundred (100) days within a 5-year period of time. It is not intended to satisfy long-term disability needs. Extenuating circumstances can be proposed to the Catastrophic Leave committee and must be approved by majorities of both the committee's management and unit member representatives for additional days. After the initial twelve-month period, a participant may request an additional fifty (50) days within the 5-year period, not to exceed one hundred (100) days. in the initial twelve-month period.

7.14.4 "Participant" means any certificated unit member who voluntarily contributes one of his/her sick days per school year into the leave bank during an open enrollment period. The open enrollment period is from the first day of the work year through October 1. Notification must be given to each unit member that he/she may opt in or out of the leave bank.

7.14.5 "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the participant for an extended period of time, or that incapacitates a member of the participant's family, as defined by the Family Medical Leave Act, which incapacity requires the participant to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the participant employee because he/she has exhausted all of his/her available leave and other paid time off.

7.14.5.1 A participant, as defined within Article 7.14.2 may appeal to the Committee if seeking Catastrophic Leave to care for a person not defined within the Family Medical Leave Act.

7.14.6 Participants applying for an initial grant from the Leave Bank shall be required to submit the following to the Committee: The Catastrophic Leave Request Form and a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential. The Committee may require a medical review by a physician of the Committee and District's choice at the participant's expense. Unless waived by the Committee, only a physician who qualifies under the District-offered insurance policies shall be chosen. Refusal to submit to the medical review will terminate the participant's continued receipt of a grant. The Committee may deny an additional grant based upon the medical report.

7.14.7 If a participant is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the participant's immediate family as defined in 7.1.1.

7.14.8 A day of donated sick leave shall be considered one day for purposes of credit to the Sick Leave Bank.

7.14.9 If a participant uses a day from the Leave Bank, pay for that day shall be the same pay the participant would have received had the participant worked that day.

7.14.10 Any days approved by the Committee that are unused by the participant shall be returned to the Bank.

7.14.11 For purposes of qualifying for STRS Disability Retirement, grant days shall not be considered available leave.

7.14.12 If there are no days remaining in the Bank to provide any additional grants, the Committee shall so notify applicants and must deny any additional grants.

7.14.13 The Committee shall notify the District payroll office in writing of all approved Grants.

7.14.14 Participants who are granted use of Leave Bank days shall be considered in regular paid status during such use.

7.14.15 Administration of the Bank: The catastrophic leave request shall be reviewed by the Committee consisting of two representatives selected by the LVEA and two representatives selected by the District. The Committee shall have the responsibility of maintaining the records of the Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests and communicating its decisions, in writing, to the participants and the District.

7.14.16 The Committee's authority shall be limited to administration of the Bank. The Committee shall establish procedures which include the size of grants available and shall approve all properly submitted requests complying with the terms of this Article and the procedures, if days are available.

7.14.17 Applications shall be reviewed and decisions of the Committee reported to the applicant and the payroll office, in writing, within ten (10) workdays of receipt of the Application.

7.14.18 The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals or denials.

7.14.19 During each year's open enrollment period, participants shall contribute one day of their accrued sick leave to the Leave Bank. Once the Leave Bank has accumulated one thousand (1,000) or more days as of July 1 of any year, contributions will be waived for existing participants of the Leave Bank for the next year.

7.14.20 Should any of the provisions relating to catastrophic leave be found to be contrary to Education Code § 44043.5, the parties agree to reconvene to modify the language.

7.15 Maternity Leave - For complete information on maternity leave, please contact Human Resources or reference the District website.

7.15.1 In conformance with California Education Code Section 44965, any unit member who is pregnant shall be entitled to use of sick leave for maternity purposes. In the event that there is a disability caused or contributed to by pregnancy, miscarriage, childbirth or recovery therefrom.

7.15.2 The length of the maternity leave for a unit member who is pregnant, including the beginning and ending dates, shall be determined by the unit member and her physician. The unit member shall submit their physician's note to Human Resources.



7.15.3 This section shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury, or disability.

7.16 Family and Medical Leave - For complete information on Family and Medical Leave, please contact Human Resources.

The District agrees to comply with the state and federal laws on Family Leaves. The Family Medical Leave Act provides that eligible unit members (those who have worked 1250 hours in the previous year) may have unpaid leave for specific reasons provided within the statutes of up to 12 weeks without losing health benefits. Other paid leaves may be offset against the 12-week period.

Leaves for any of the following purposes qualify for Family Medical Leave:

1. The birth of a child of an employee, and to care for a newborn;
2. The placement of a child with an employee in connection with adoption or foster care of a child by an employee;
3. Leave to care for a child of any age, parent, or spouse, domestic partner, grandparent, grandchild, or sibling who has a serious health condition; or
4. Leave because of a serious health condition that makes the employee unable to perform the essential functions of his/her position.

## Article 8

### TRANSFERS

#### 8.1 Definition

8.1.1 A "transfer," with the exception of traveling employees, means the relocation of a unit member from one school or District work site to another.

8.1.2 A "reassignment" means the unit member is required to change from one elementary grade level to another or from one secondary department to another at the same school site.

#### 8.2 Unit Member-Initiated Transfer

##### 8.2.1 Procedure

8.2.1.1 No later than January 20 of each school year, all unit members will be requested to fill in an assignment objective form on which the unit member may make a transfer request for the following school year.

8.2.1.1.1 Assignment objective sheets are submitted to the Human Resources Office and may be reviewed by the principal or Supervisor.

8.2.1.1.2 Assignment objective sheets are due in the District Office by February 20.

8.2.1.1.3 By March 1 a listing of all unit members requesting transfers will be compiled and shared with each school principal.

8.2.1.1.4 Unit Members initiating transfer requests will be provided Interviews with appropriate principals or supervisors, department chairpersons and the Assistant Superintendent of Human Resources, when appropriate vacancies exist.

8.2.1.1.5 When an opening occurs during the school year, the selection process shall proceed according to the provisions of this Article.

##### 8.2.2 Conditions

8.2.2.1 The District shall be responsible for determining the staffing needs

of each school.

8.2.2.2 Temporary or vacant positions shall be open to all qualified applicants 38 in accordance with 8.2.2.4 and 8.2.2.5 whether or not they are current Employees.

8.2.2.3 Provided that applicable federal and state fair employment practice laws are not violated, the District shall determine who is the most qualified applicant for each temporary or vacant position in accordance with 8.2.2.4 and 8.2.2.5.

8.2.2.4 The District shall consider the following factors when filling permanent or temporary vacant positions through the voluntary transfer process:

8.2.2.4.1 appropriate credential I authorization;

8.2.2.4.2 teaching skills appropriate to the grade level;

8.2.2.4.3 teaching skills appropriate to the subject area.

8.2.2.4.4 teaching experience in the subject area;

8.2.2.4.5 applicant's ability and commitment to provide additional services (yearbook, debate, coaching, etc.);

8.2.2.4.6 major and minor areas of academic preparation as they relate to the assignment;

8.2.2.4.7 major and minor areas of academic preparation as they relate to the grade level;

8.2.2.4.8 background in non-school experience related to the job assignment, as listed in description of job opening;

8.2.2.5 If the above factors are substantially equal, then the employee with the longest service to the District shall be transferred.

#### 8.2.3 Announcements of Anticipated Vacancies or Openings:

8.2.3.1 The District will anticipate staffing needs no later than March 15 of each school year. These needs will be based upon projected growth figures, retirees, leave requests, leave 39 returns and the history of last

minute decisions made by its unit members that so affect staffing. Unit members requesting a transfer from one work location to another specific work location shall notify the District through provisions covered in Article 8. The District will consider the transfer request of its unit members in such cases where the vacancy and actual grade are known as detailed in Article 8. Subsequently, the District will post and recruit for certificated staff as determined by the administration.

8.2.3.2 The certificated Human Resources I office will be responsible to announce specific job openings indicating the school, the grade, the type of program, and any specific staff needs or qualifications. In addition to the regular posting of vacancies, the Human Resources office will maintain a current list of those unit members who have indicated an interest in a transfer and will be responsible for emailing vacancy notification to their district email address during the summer recess. Upon receipt of this notice the employee will contact Human Resources within 5 days if they are interested in the open position.

8.2.3.2.1 When a stipend position becomes available on a school campus, the school shall post the position to the site for a minimum of 8 days and consider applicants prior to filling it.

8.2.3.3 During the summer, announcement of vacancies will be available on Edjoin.org. Announcements may also be received by email or phone for those who are not on site and who wish to receive the information.

#### 8.2.4 Application

8.2.4.1 Applications for transfer may be made at any reasonable time.

8.2.4.2 Any unit member may apply for an opening on a permanent or temporary basis, provided that the unit member applying is credentialed for that position and meets the minimum qualifications as listed in the job description.

8.2.4.3 An employee of the district applying for an open position who meets the qualifications of the position shall be granted an interview.

#### 8.2.5 Denial

8.2.5.1 Upon a unit member's request, the Human Resources office, within ten (10) work days shall provide the employee with a written reason as to why the employee was not given a voluntary transfer.

#### 8.2.6 Notification

8.2.6.1 When a transfer is accepted or declined, the member shall be notified within ten (10) days of the decision being made.

### 8.3 District-Initiated Transfer

#### 8.3.1 Principal or Supervisor-Initiated Transfer

8.3.1.1 A principal or supervisor may request the transfer of a unit member for performance reasons by submitting a written request to the Human Resources office.

8.3.1.2 Prior to making such request for transfer, the perceived performance problem will be specifically identified in writing in a timely manner; the principal's or supervisor's recommendations for improvement and the assistance in recommendation shall be given. The unit member shall be given an opportunity to improve in a timely manner.

8.3.2 Transfers due to changes in enrollment, program changes, school closures and similar occasions.

8.3.2.1 Whenever changes in enrollment, program, school closure and/or similar occurrences necessitate unit member transfers between schools, the District shall first solicit volunteers and determine if the volunteer will be appropriate for the transfer. If further transfers are necessary, the criteria of 8.3.2.2 shall apply.

8.3.2.2 Criteria to be applied in the following order:

8.3.2.2.1 appropriate credential or authorization;

8.3.2.2.2 previous experience in the grade or subject area;

8.3.2.2.3 skills in areas that are adjunct to the regular assignment;

8.3.2.2.4 specialized teaching methods such as team teaching or shared assignments;

8.3.2.2.5 major and minor fields of studies as they relate to the Assignment;

8.3.2.2.6 if the above factors are substantially equal, then the unit member with the least service to the District shall be transferred.

#### 8.3.3 District Office Initiated Transfer

8.3.3.1 The District may transfer no more than 2% of the unit members in any given year for reasons other than those contained in 8.3.1 and 8.3.2. In no event shall a District Office initiated transfer be made for arbitrary or capricious reasons.

8.3.4 In the event of a District-initiated transfer where a unit member is required to involuntarily change sites, the unit member shall be compensated for eight (8) hours at their per diem hourly rate. A unit member who volunteers in lieu of involuntary transfer will be eligible for the same compensation. Unit members who elect a voluntary transfer shall not be compensated under this provision.

#### 8.4 Reassignment

8.4.1 In the event that a unit member is moved by the administrator to a different classroom, they shall be compensated for eight (8) hours at their per diem hourly rate.

8.4.2 Unit members who are involuntarily reassigned from one grade level to another or one department to another shall, upon request, be provided with the reason for the reassignment in writing.

8.4.3 Prior to the beginning of the subsequent school year, LVEA may coordinate a review with the District of all reassignments as defined in 8.1.2.

## ARTICLE 9

### CLASS SIZE

For the life of this Agreement, class size shall be determined by the District. Class size includes teacher student ratios, counselor student ratios, and psychologist student ratios.

This contractual class size language takes its vitality from the District's and LVEA's commitment to the learning process -a shared interest in maximizing the learning of students. While there are no required class sizes, hiring ratios, or averages, nor counselor or speech pathologist caseloads, both the District and LVEA realize that student learning can be negatively impacted by large class or case load sizes. Class sizes at high schools and middle schools that exceed departmental averages for a particular course by more than 10% after the first ten (10) school days will be reviewed by the department chair and the principal and attempts shall be made to remedy the imbalance. Class sizes at elementary schools that don't approximate the site average for that grade level will be reviewed by the grade level lead and the principal and attempts shall be made to remedy the imbalance. Case loads that don't approximate the average or reflect program design differences shall be reviewed by the immediate supervisor and the department chair and attempts shall be made to remedy the imbalance.

During both the fall and spring, LVEA may coordinate a review of current and projected class sizes and caseloads with the District.

9.1 When planning elementary and secondary class sizes, principals will balance sizes of like-classes to the extent that a remedy is practical.

#### 9.2 Elementary Combo Class Stipend

Any elementary teacher required to teach a combination class shall receive an annual stipend pursuant to Schedule C and 3 release days for the purpose of planning, observation and/or collaboration. For the purposes of this section, "required to teach" means a combination class created by variances in enrollment at a school site. It does not include combination classes, which are the result of program design.

9.3 As long as state funding is provided, it is the District's intent to comply with the state's K-3 class size limitations. To that end, parties agree that the Transitional (Journeys) Kinder-3 overall average at each site will not exceed 10% more than the level prescribed by state funding requirements while maintaining the state's K-3 class size limitation average district-wide. The intent of this flexibility is not to have classes above 24, but to allow schools to house children in their neighborhood schools should they move in during the school year, avoid combination classes, or account for adjustments in staffing.

The Association and the District agree there will be a wholesale effort to maintain class size ratios at 24:1.

- 9.4 As long as state funding is provided, it is the District's intent to comply with the state's Transitional Kindergarten (TK) size limitations. Per Education Code Section 48000, the District will:

Commencing with the 2022-2023 school year, maintain an average transitional kindergarten class enrollment of not more than 24 pupils for each school site and maintain an average of at least one adult (one of which must be a certificated unit member with the appropriate credential) for every 12 pupils for transitional kindergarten classrooms.

Commencing with the 2023–24 school year, and for each year thereafter, maintain an average of at least one adult (one of which must be a certificated unit member with the appropriate credential) for every 10 pupils for transitional kindergarten classrooms, contingent upon an appropriation of funds for this purpose.

- 9.4.1 As long as Education Code 48000 requires the 10:1 student:adult ratio, it's understood that commencing with the 2023-24 school year, TK staffing is done independently of K-3 staffing, and does not factor into the K-3 staffing formula.



## ARTICLE 10

### PROCEDURES FOR EVALUATION

- 10.1 By September 15 employees shall be provided with the forms used in the evaluation process and advised if they are to be evaluated in that school year.
- 10.2 By October 1 each employee who is being evaluated shall meet with the evaluator to share ways of assisting one another in the evaluation process. An employee may record limitations or constraints that he/she feels affect the achievement of the California Standards for the Teaching Profession (CSTP). For those permanent employees who elect, they may advise their evaluator of their particular focus in CSTP.
- 10.3 Probationary and temporary unit members shall receive one formal summative evaluation per year. First year probationary and temporary employees shall receive their evaluations no later than 30 calendar days prior to the last instructional day. Second year probationary employees shall receive their evaluations by March 1.
- 10.4 Permanent unit members shall be evaluated no less than once every other year unless they are exempt pursuant to Education Code § 44664. In order to qualify for a five-year evaluation cycle, the unit member must have permanent status and
  - have been employed at least 10 years with the school district,
  - have received previous evaluations which rated the unit member as meeting or exceeding standards,
  - the evaluator and unit member being evaluated must mutually agree to the evaluation cycle. The unit member or the evaluator may withdraw consent at any time.
- 10.5 All evaluations shall be on the Certificated Summary Evaluation Report (evaluation form), and the dates and times of classroom observation shall be noted. Except as set forth in 10.7, there shall be at least three separate formal observations totaling minimally 120 minutes. At least one observation should include a complete lesson. Informal observations that raise concerns should be discussed in a timely manner prior to notations in the final evaluation.
- 10.6 For probationary and temporary unit members, two of the formal observations shall ideally occur by winter break but no later than the end of the first semester.
- 10.7 Permanent unit members not yet eligible for five-year cycles who have received a rating of satisfactory in their most recent evaluation may, by mutual agreement, have the number of observations for the current year's evaluation reduced to as few as one, which will include a complete lesson. If the unit member and evaluator have agreed to one

formal observation and the observation indicates less than satisfactory performance, the employee will be observed at least two additional times.

- 10.8 Following a formal observation, the evaluator shall meet with unit member to provide feedback within ten (10) working days.
- 10.9 At the final conference;; the unit member and the evaluator shall review a draft version of the evaluation form. The final version of the evaluation form shall be provided to the unit member and sent to Personnel Services for inclusion in the Personnel file. At the unit member's request, an LVEA representative may attend the final conference meeting with the unit member.
- 10.10 If any unit member receives an unsatisfactory evaluation, he or she shall continue to be evaluated annually.
  - 10.10.1 Unit members shall be given specific reasons for unsatisfactory evaluation-, and the District shall provide resources and training as set out in the PAR Agreement.
  - 10.10.2 Unit members shall be notified that they may have LVEA representation if they have been designated to PAR.
- 10.11 Should the unit member disagree with the evaluation, the unit member may file a statement and have that statement attached to the evaluation pursuant to Education Code § 44031.
- 10.12 In accordance with the Education Code, the District shall notify a probationary unit member on or before the following dates of its decision to reelect or not reelect the unit member for the next succeeding school year:
  - 1) First-year probationary unit member, by the end of June
  - 2) Second-year probationary unit members, by March 15

The notice to the probationary unit member shall include reason(s) for the decision not to reelect him/her. A first year probationary unit member shall be notified by the principal or Assistant Superintendent - Personnel by the last school day in June if he/she is not to be retained, although the official action of the Board may be delayed until June 30.

## ARTICLE 11

### JOB SHARING/PART-TIME ASSIGNMENT

#### 11.1 Definitions

11.1.1 "Job Sharing" shall refer to two (2) teachers sharing one (1) teaching assignment.

11.1.2 "Part-Time Assignment" shall refer to an employee who elects to work less than full time (100%).

#### 11.2 Job Sharing

##### 11.2.1 General Provisions

11.2.1.1 Unit Members who teach or are qualified to teach in grades TK-5 or in: self-contained classes in grades 6-12 are eligible to apply for job sharing assignments.

11.2.1.2 Two (2) teachers shall share an assignment for a minimum of one year.

11.2.1.3 Any self-contained assignment may be available to job share by teachers who have notified the Human Resources office in writing on the prescribed forms. Applications for a new job-sharing assignment for the following school year shall be filed with the District no later than February 1.

11.2.1.4 If a teacher on a regular contract is in a job sharing assignment and elects to return after the first year to full time teaching pursuant to 11.2.1.3, the teacher will be returned to his/her original school based on the District-maintained seniority list. If a teacher on a regular contract is in a job sharing assignment for more than one year and elects to return to full time teaching pursuant to 11.2.1.3, the teacher will be assigned to the first available full time teaching position for which he/she is credentialed and qualified based on the District-maintained seniority list.

- 11.2.1.5 All requests for job sharing shall be reviewed by the principal and the Assistant Superintendent of Human Resources in consultation with the job-sharing applications.
- 11.2.1.6 The Assistant Superintendent of Human Resources shall approve or deny the request. The decision of the Assistant Superintendent of Human Resources shall be final. If the unit member requests, the reason for the denial for the job sharing assignment shall be put in writing and sent to the unit member within ten ( 10) days of the decision being made.
- 11.2.1.7 Notwithstanding other provisions of this contract, job-sharing teachers' wages and benefits shall be prorated relative to the percentage of his/her contract plus entitlement to and employment of paid leave. Job sharing teachers shall receive sick leave in compliance with statute. In no event shall the total amount of health and welfare benefits for the job sharers exceed the amount the District would have paid if the position had not been shared.
- 11.2.1.8 Job-sharing teachers shall receive salary schedule increments on a pro rata basis, provided however, that no movement on the schedule shall occur until the teacher has accrued at least one year's worth of credit. (Example - two (2) one-half year assignments constitute one (1) year of service on salary advancement.) STRS and attainment of permanency shall be governed by applicable statutory provisions and are not affected by this provision.
- 11.2.1.9 Upon request of the two teachers, a job-sharing assignment may be renewed provided the two teachers notify the District prior to April 1. In the event the two teachers fail to notify the District of their desire to continue the job-sharing assignment or in the event the District does not approve the continuance of the assignment, the teachers shall be returned to full-time assignments.
- 11.2.1.10 Except in emergency or unforeseen circumstances, job share teachers shall notify the District of their desire to go full time no later than February 28 of the current school year.

### 11.3 Part-Time Employment

## 11.3.1 General Provisions

### 11.3.1.1

- 11.3.1.1 A reduction in assignment from full to part-time is subject to the availability of replacement employees.
- 11.3.1.2 Applications for a part-time assignment for the following school year shall be filed in writing with the District no later than February 1.
- 11.3.1.3 All requests for part-time assignments shall be reviewed by the applicant's supervisor and a district office representative.
- 11.3.1.3.1 The Assistant Superintendent of Human Resources I shall approve or deny the request. The decision shall be final. If the unit member requests, the reason for the denial of the part-time assignment shall be put in writing and sent to the employee within ten (10) working days of the request.
- 11.3.1.3.2 Wages and benefits shall be prorated relative to the percent of contract Part time unit members shall receive sick leave in compliance with statute.
- 11.3.1.3.3 Part-time unit members shall receive salary schedule increments on a pro rata basis, provided however, that no movement on the schedule shall occur until the unit member has accrued at least one year's worth of credit. (Example - two (2) one-half year assignments constitute one (1) year of service on salary advancement.) STRS and attainment of permanency shall be governed by applicable statutory provisions and are not affected by this provision.
- 11.3.1.3.4 Upon request of the part-time unit member, a part-time assignment may be renewed provided the unit member notifies the District prior to April 1. In the event the unit member fails to notify the District of his/her desire to continue the part-time assignment or in the event the District does not approve the continuance of the assignment, the

unit member shall return to full-time assignment if the unit member was full time prior to being employed as a part-time unit member.

11.4 Willie Brown (Ed Code 22713)

Based on the provisions of Education Code 44922, the District may provide a "reduced workload" to certificated unit members who meet the criteria. In order to qualify, the bargaining unit member must:

- be at least 55 years old
- have been employed in a position requiring certification for at least ten (10) years in LVUSD of which the immediately preceding five (5) years were full-time employment

If the bargaining unit member does enter into this program, he/she:

- will work a minimum of a 50% contract;
- will receive health benefits as a full-time employee;
- will have a prorated salary to the portion of the contract worked;
- will pay their own STRS as if they worked a 100% contract;
- will receive STRS payment from the district as if the employee worked 100%

## ARTICLE 12

### SPECIAL EDUCATION

- 12.1 The District and the Association agree to comply with the provisions of federal, state and local laws related to Special Education within the scope of bargaining which regulate the delivery and implementation of special education programs.

The District and the Association agree special education students are offered a continuum of placement options which includes the general education classroom, special education classroom, pull out and push in services and a co-teaching model. Co-teaching is defined as a general education teacher and a special education teacher working in tandem in a general ed class setting to provide an inclusive setting for students per their IEP. In a co-teaching model, classroom responsibilities shall be shared equitably between the special education teacher and the general education classroom teacher.

- 12.2 Caseloads

The District and the Association agree special education caseload limits are set according to California Education Code. "Caseload" refers to the number of students with IEPs for whom the special education teacher is assigned to assess, write and convene IEPs. Each student is counted as one no matter the needs or severity.

- 12.2.1 As defined by California Education Code, speech and language case managers have a maximum caseload of 40 unduplicated students. "Unduplicated" refers to students whose case managers are the speech and language pathologist.

- 12.2.2 As defined by California Education Code, special education teachers have a maximum caseload of 28 students for whom they are the case manager. The case manager may provide services to additional students not on their caseload.

- 12.3 Special Education Workload

Certificated special education staff provide instruction and/or services to students per their IEP. The District and the Association agree special education certificated staff's workload shall be applied equitably at each school site whenever possible. "Workload" includes Specialized Academic Instruction, DIS services, assessments, reassessments, IEP management responsibilities and directing the work of paraeducators.

## Article 13

### SALARIES AND WELFARE BENEFITS

#### 13.1 Total Compensation

"Total compensation" means the amount of salary paid at the maximum step and column, excluding incentives, as described in the Los Angeles County survey of salary and fringe benefit contribution plus the total cost of the maximum annual employer paid fringe benefit contributions as described in Section III, of the said Los Angeles County Survey.

13.1.1 There shall be a 4.0% increase to the salary schedule effective July 1, 2023.

#### 13.2 Salary Schedule Requirements

13.2.1 Initial step placement shall be based upon year-for-year credit up to a maximum of nine years for full-time teaching experience. Previous experience credit shall be granted for comparable full-time teaching. For experience which the District deems to be directly related to the new unit member's assignment, one year of salary credit for each two years of experience shall be granted, not to exceed a total of two years for placement purposes. Credit will not be given for substitute work.

13.2.1.1 Unit members who are laid off and are working as substitutes per Ed. Code 44956, shall earn credit toward salary schedule advancement, provided he/she works for 75% or more of the school year.

13.2.2 Column placement shall be on the basis of the number of Semester units completed prior to the first day of the employee's work year, unless it pertains to circumstances outlined in 13.2.8.1.

13.2.3 Units completed prior to the issuance of the Bachelor's Degree shall be counted as post-bachelor degree units only if certified by the registrar of the institution that they are graduate level courses and are applicable to the teaching credential or Master's Degree.

13.2.4 All courses or in-service programs shall be submitted for prior approval to the Assistant Superintendent of Human Resources.

13.2.5 Upper division courses will be approved (Article 13.2.7) if they will contribute to the employee's professional growth or if they are required for a credential.



13.2.6 Lower division courses will be acceptable (Article 13.2.7) only in cases where an employee is in or has accepted an assignment in an area for which he/she has not met the requirements for a credential/certification.

13.2.7 Application for salary schedule credit shall be made on forms prescribed by the District and shall be evaluated by the Assistant Superintendent of Human Resources. Course work shall be submitted to the principal for recommendation before being submitted to the Professional Standards Committee. It is understood that this can be, but need not be, accomplished during the goals conference.

13.2.7.1 If a unit member is within three semester or four quarter units of attaining column advancement as of the first day of school and completes those units by the first day in the second semester, the employee's salary will be adjusted and the new salary prorated for the remainder of the school year beginning in the month after the units are submitted.

13.2.7.2 All units earned by the employee meeting the requirements of this contract may be submitted for salary enhancement purposes.

13.2.8 A unit member may request equivalent unit credit for District and District approved in-service programs for column placement and advancement. One unit applicable for salary credit may be earned for each sixteen hours of participation and meeting specific attendance requirements. If a unit member is being paid to participate in the training, including but not limited to stipends or contract salary, the units or training will not be eligible for salary advancement. The prohibition on credit does not include payments or reimbursement for the cost of the training or the course work.

13.2.9 All unit members who possess an earned doctorate from an accredited institution will receive a \$400 bonus each year in addition to their regular earnings.

13.2.10 Effective July 1, 2003, unit members who have served more than fifteen (15) continuous full-time years under the jurisdiction of the District shall, by specific District action, be allowed an additional

annual longevity increment in the amount agreed to through negotiations. The increment shall be adjusted by the same percentage amount and in the same time sequence as the unit member's salary schedule is adjusted for the term of the contract. A year of full-time service is defined herein as active service for 50% of the days the schools were in session during the year applicable. Authorized leaves of absence shall not be considered a break in the continuity required, but shall be excluded in the computation of the number of days of required service in any one year. "Continuous" as used in the anniversary increment relates only to the question of credit for the particular years of service. A year (or years) of unpaid service shall not constitute a break in the accumulation of credit toward anniversary increments, although the unpaid year (years) will not be counted. Longevity increments are paid commencing with the employee's 16th year of service, 21st year of service and 26th year of service, prorated for part-time employees. These increments are not cumulative.

#### 13.2.11 Additional Compensation

Additional compensation shall be paid to employees performing the referenced assignments as specified in Appendix "B".

### 13.3 Welfare Benefits

LVEA and LVUSD remain committed to researching ways to improve health benefits with full employee coverage a priority and reducing or eliminating the out-of-pocket expenses for all bargaining unit members.

13.3.1 The District offers medical insurance to eligible employees through PERS or other negotiated provider (eligible means .5 FTE or more). PERS Benefits are provided by calendar year, January 1 - December 31.

#### 13.3.2 PERS Benefits Plan

The District will contribute the following amounts toward employee insurance Benefits:

13.3.2.1 Allowance: A benefit allowance not to exceed \$11,350 for single coverage employees, \$12,875 for two-party coverage employees, and \$15,525 for family coverage employees, shall be provided towards a cafeteria program. Married employee benefit allowance for two full-time employees shall be \$20,000. All allowances are subject to contract

articles 13.3.3 and 13.3.4.

13.3.2.2 Eligible employees must purchase income protection insurance.

13.3.2.3 Medical insurance must be purchased unless proof of alternate coverage acceptable to the District is provided. Eligible employees may select any of the medical insurance plans offered by PERS to District employees.

13.3.2.4 Money not used towards the above insurance plans shall be eligible to receive by the employee in cash as noted below (subject to applicable law). Effective for employees hired on or after October 1, 1996, this benefit shall not be available until the first benefit enrollment period after the granting of tenure.

## Cash Back

### Cash Back with selection of a medical plan:

- Full time employees hired prior to January 1, 2001, and receiving cash back in 2012:

If total benefit plan is less than \$6,500, the total of selected benefits will be subtracted from \$6,500 to determine the annual cash back amount (pro-rated for part-time, benefit eligible employees). Cash back amount will not exceed the 2012 cash back amount received by the employee.

- Full time employees hired on or after January 1, 2001, and full time employees hired prior to January 1, 2001, and not receiving cash back in 2012:

If total benefit plan is less than \$6,500, the total of selected benefits will be subtracted from \$6,500. The cash back amount is capped at \$2,000 per year (pro-rated for part-time, benefit eligible employees).

### Cash Back without selection of a medical plan :

- Full time employees hired prior to January 1, 2001, and receiving cash back in 2012:

\$192 mandatory health insurance allocation will be deducted in lieu of the medical plan selection. If total benefit plan selections, in addition to the mandatory health insurance allocation, are less than \$5,000 (pro- rated for part-time, benefit eligible employees), employee is eligible for the difference as cash back. Cash back amount will not exceed the 2012 cash back amount received by the employee.

- Full time employees hired on or after January 1, 2001, and full time employees hired prior to January 1, 2001, and not receiving cash back in 2012:

\$192 mandatory health insurance allocation will be deducted in lieu of the medical plan selection. If total benefit plan selections, in addition to the mandatory health insurance allocation, are less than \$5,000, employee is eligible for cash back. This benefit is capped at \$2,000 maximum cash back (pro-rated for part-time, benefit eligible employees).

13.3.3 Unit members who work 50% or more but less than full-time shall have their benefit allowances prorated.

## ARTICLE 14

### EMPLOYEE LEGAL PROTECTION

- 14.1 The District shall insure against the personal liability of unit members for damages for death, injury to persons, or damage or loss of property caused by the negligent act or omission of the unit member when acting within the scope of his/her employment.
- 14.2 Unit members shall be reimbursed for loss or destruction of or damage to personal property. Reimbursement shall be made only when approval for the use of personal property in the schools was given before the property was brought to school and when the value of the property was agreed upon by the unit member(s) bringing the property and the Board or Assistant Superintendent of Business Services designee. The Board may establish a maximum value of reimbursement that will be paid.
- 14.3 Notification Regarding Student Discipline
- 14.3.1 In accordance with Education Code Section 49079, the District shall inform the unit member of every student who has caused, or who has attempted to cause serious bodily injury or injury, as defined by applicable law, to another person. The District shall provide the information to the unit member based on any written records that the District maintains or receives from a law enforcement agency regarding a student described in this section. The District's notification to the unit member shall be within a reasonable time of receipt of the information from a law enforcement agency, but not later than ten (10) days.
- 14.3.2 Any information received by a unit member pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the unit member.

## ARTICLE 15

### DISCIPLINE

#### 15.1 Discipline

Discipline of a unit member shall be done pursuant to the procedures set forth in the appropriate provisions of the Education Code except as provided for in this article. In accordance with Weingarten rules, a unit member have the right to unit representation upon the unit member's request.

15.2 The District retains the right to discipline unit members for just cause. If appropriate, progressive discipline shall be followed in cases of disciplinary action. The following steps shall ordinarily be utilized; however, the process may be initiated at any level if, in the opinion of the supervisor, such action is warranted:

15.2.1 Identification of problem or unacceptable behavior and verbal reprimand with a follow-up email, if appropriate.

15.2.2 Written warning not placed in personnel file.

15.2.3 Written reprimand in personnel file with notice of future possibility of appropriate intermediate discipline.

15.2.4 Appropriate intermediate discipline which may include, but is not necessarily limited to, suspension with pay or suspension without pay for a period as specified in the Education Code.

#### 15.3 Suspensions

Notwithstanding any other provision of this agreement, a unit member shall not be suspended without pay for a period to exceed fifteen (15) workdays.

#### 15.4 Notice

15.4.1 A unit member who is to be suspended shall be provided with written notice of:

15.4.1.1 The policy or procedure or article of this agreement or other cause giving rise to the charge.

15.4.1.2 A statement of the specific incident or misconduct which form the basis for the suspension.

15.4.1.3 The length of the suspension.

15.4.1.4 The unit member's right to present, in writing, a statement in reply to the charges. Such statement shall be made within five (5) working days to the Assistant Superintendent - Personnel.

15.4.2 The Association shall receive a copy of the suspension notification sent to the unit member.

15.4.3 If after reviewing the record the Assistant Superintendent, Personnel decides in the unit member's favor, the unit member shall be informed in writing and the discipline shall not become effective.

15.4.4 If after reviewing the record the Assistant Superintendent, Personnel decides that cause exists to suspend the unit member, the unit member shall be notified in writing. The writing shall include:

15.4.4.1 The effective date of the suspension.

15.4.4.2 The date the unit member is to return to paid status.

15.4.4.3 A copy of the original letter recommending suspension shall be attached or the specifics upon which the suspension is based shall be set forth.

15.4.4.4 The unit member's right to appeal the suspension by requesting an evidentiary hearing before the Superintendent. Such appeal shall be made in writing within five (5) working days of receipt of the Assistant Superintendent - Personnel's letter of suspension.

## 15.5 Evidentiary Hearing

The District shall have the burden of proof in the hearing before the Superintendent. The unit member shall have the right to be represented by a person selected by the unit member, to present evidence, both oral and written, to present witnesses on the unit member's behalf and to cross examine witnesses who testify on behalf of the District. The strict rules of evidence shall not apply.

The findings and decision of the Superintendent shall be rendered in writing within ten (10) working days of the close of the hearing. The decision of the Superintendent may be appealed to arbitration pursuant to the provisions of Article.

## ARTICLE 16

### SAFETY

- 16.1 The District is committed to employee safety and believes that safety is every employee's responsibility. Safe processes, procedures, and facilities shall be promoted and maintained in compliance with specific, articulable standards prescribed by board policy, federal, state and local laws.

The Association may appoint a representative to the existing District Safety Committee. When a unit member has a safety concern, he or she shall report in writing his concern to his/her immediate supervisor.

The District shall investigate all conditions that are reported to be unsafe or standards not being met. The certificated employee who submitted the report, shall receive a written response within ten (10) working days stating what will be done to make the condition(s) safe, or if no action will be taken and the reason(s) why.

- 16.2 Employee Protections

The parties agree that the well-being of unit members includes physical and emotional safety. The District supports a workplace free of harassment, confrontation, and behaviors that are abusive, inappropriate, or threatening.

Unit members may request administration to intervene in situations with parents who demonstrate the aforementioned behaviors with unit members.

Board Policy 1313 (Civility Policy) shall be enforced when appropriate.



## ARTICLE 17

### SEVERABILITY PROVISION

17.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, subsequent judicial decisions or legislative enactments such provisions will not be deemed valid and subsisting except to the extent permitted by law and in such cases either party has rights to request negotiations. All other provisions of the Agreement will continue in full force and effect.

## ARTICLE 18

### EFFECT OF AGREEMENT

- 18.1 The specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.

## ARTICLE 19

### COMPLETION OF MEET AND NEGOTIATIONS

- 19.1 During the term of the Agreement, unless mutually agreed, the Association and the District expressly waive and relinquish the right to meet and negotiate and agree that except as set forth below, the District and the Association shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at any time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 19.2 During the term of the Agreement, either party may issue a Demand to Bargain in accordance with Article 17.
- 19.3 During the second and third years of this agreement there shall be re-openers on salaries, health and welfare benefits and two additional articles of each party's choice.

## ARTICLE 20

### PEER ASSISTANCE AND REVIEW PROGRAM

- 20.1 The parties have established the Las Virgenes Peer Assistance and Review (PAR) Council and they agree to abide by the guidelines set forth in the Trust Agreement.
- 20.2 If at any time the funding for this program from the state is reduced or eliminated, the program will be renegotiated.

## ARTICLE 21

### SITE BASED DECISION MAKING

21.1 The District and LVEA support a decision making process that empowers unit members and sites. Site level responsibility for making decisions improves professional practice, inspires commitment, and uses the collective vision of a school to address ways of meeting the particular needs of that school's students and staff. Individual school certificated staff are encouraged to explore options that conform to state law, federal law, and district policy, but address the needs of students and faculty in ways that better fulfill that site's professional vision while considering the financial impact. For site proposals that seek to modify the collective bargaining agreement between the District and LVEA, a school certificated staff may vote on the proposal. LVEA and the District will analyze the changes to see if they would involve changes in the collective bargaining agreement before any vote. Because a critical mass is required for changes to secure the required support of staff, no fewer than seventy-five percent (75%) of the votes cast must support the proposal. Eligible voters are bargaining unit members assigned to that site. A multiple day election not to exceed five (5) workdays will be conducted if necessary to assure access to the vote. A Memorandum of Understanding will be developed after proposals are successful, and the Board of Education and LVEA will have final approval on all site-based proposals that modify the contractual agreement.

21.1.1 If a vote for a proposal is unsuccessful, a re-vote on the unmodified proposal may not occur within the first thirty calendar days following the initial vote. If the initial proposal is modified, then it must be resubmitted through the original process.

21.2 The District and LVEA agree that the provisions of a Memorandum of Understanding shall not be interpreted or considered as establishing any precedent or practice, nor as a violation of any agreement, condition or practice.

21.3 The District and LVEA agree that such Memorandum of Understanding may be initiated for a defined period of time, and following that time, twenty-five (25) percent of the eligible voters at that site may initiate a renewal vote on the existing or a replacement Memorandum of Understanding. The request for a renewal vote shall be in the form of a petition signed by at least twenty-five percent of the eligible certificated voters. If the renewal petition secures the required signatures, then a vote will be conducted which requires seventy-five percent (75%) vote for passage/renewal. If the seventy-five (75%) vote is not achieved, the prior agreement/schedule is re-instituted.

21.4 When a department or group of employees is specifically impacted by a proposed modification to the collective bargaining agreement, the District and LVEA strongly encourage a decision making process that considers the impact on those employees.

## INTEREST BASED DECISION MAKING (IBDM)

- 21.5 The District and LVEA will supply trained IBDM facilitators at the request of any school site that desires a collegial way of reaching agreement. Interest-based decision-making is a defined model for joint planning and problem solving that seeks to improve the learning environment by allowing for organizational change and educational reform. Examples of past successful site modifications include block schedules, configuration of Open House or Back-to-School Night, kindergarten extended days; and banked time for modified days. Existing Memoranda will be subject to the renewal process set out above.

## **ARTICLE 22**

- 22.1 This contract shall expire June 30, 2025. The Association and the District agree that there shall be no re-openers other than those provided in Article 19 for the length of this contract unless mutually agreed.

## Appendices A-C

### Compensation Schedules



***LAS VIRGENES UNIFIED SCHOOL DISTRICT***  
**CERTIFICATED COMPENSATION SCHEDULE**  
**TEACHERS**  
**SCHEDULE (A)**  
**CALENDAR (A) 185 DAYS**  
**2023 - 2024**

|     | <b>Y(I)</b><br>non credentialed | <b>I</b><br>credentialed<br>BA | <b>II</b><br>credentialed<br>BA +15 | <b>III</b><br>credentialed<br>BA +30 | <b>IV</b><br>credentialed<br>BA +45<br>or<br>MA | <b>V</b><br>credentialed<br>BA +60<br>or<br>MA w/45 | <b>VI</b><br>BA + 60 w/NBC*<br>or MA w/45+NBC<br>or<br>MA w/60 |
|-----|---------------------------------|--------------------------------|-------------------------------------|--------------------------------------|---|---|--|
| 1   | 56,702                          | 59,971                         | 61,210                              | 62,450                               | 63,690  | 64,931  | 66,432   |
| 2   | 58,401                          | 61,170                         | 63,010                              | 64,250                               | 65,490  | 67,752  | 71,537   |
| 3   | 59,640                          | 63,010                         | 64,250                              | 65,490                               | 67,095  | 70,876  | 74,656   |
| 4   | 60,880                          | 64,250                         | 65,490                              | 67,063                               | 70,879  | 74,709  | 78,521   |
| 5   | 62,121                          | 65,490                         | 66,730                              | 70,216                               | 74,029  | 77,843  | 81,662   |
| 6   | 63,361                          | 66,730                         | 69,538                              | 73,356                               | 77,175  | 80,995  | 84,813   |
| 7   | 65,116                          | 68,871                         | 72,676                              | 76,498                               | 80,318  | 84,138  | 87,952   |
| 8   | 68,086                          | 72,015                         | 75,814                              | 79,652                               | 83,473  | 87,293  | 91,105   |
| 9   | 69,971                          | 74,008                         | 78,967                              | 82,792                               | 86,610  | 90,427  | 94,248   |
| 10  |                                 |                                | 81,153                              | 85,930                               | 89,749  | 93,578  | 97,394   |
| 11  |                                 |                                |                                     | 89,070                               | 92,890  | 96,723  | 100,543  |
| 12  |                                 |                                |                                     | 91,535                               | 96,722  | 100,586   | 104,430  |
| 13  |                                 |                                |                                     |                                      | 99,399  | 103,370   | 110,825  |
| 14  |                                 |                                |                                     |                                      |   |   | 113,892  |
| L16 |                                 | 75,577                         | 82,722                              | 93,104                               | 100,968   | 104,939   | 115,461  |
| L21 |                                 | 78,405                         | 85,550                              | 95,932                               | 103,796   | 107,767   | 118,289  |
| L26 |                                 | 82,347                         | 89,492                              | 99,874                               | 107,738   | 111,709   | 122,231  |

\$400 annual stipend for an earned doctorate. Doctorate must be earned from an accredited university.

New employees shall be granted year-for-year credit up to a maximum of 9 years credit for full time teaching experience. Credit will be given for Peace Corps work on a year-for-year basis where applicable (not to exceed two years). Experience credit not to exceed one year of salary credit for each two years of experience may be granted a new employee if the District deems the experience to be directly related to the new employee's assignment (not to exceed two years).

One step in the salary schedule shall be allowed for each year of service until the maximum is reached as per contract. A full time employee shall receive longevity increments provided the employee works 50% of the school year.

Longevity at years 16, 21 & 26 are included above, as per contract, reflecting non-cumulative increases of \$1,569, \$4,397 and \$8,339 respectively.

Units taken for credit must meet contract guidelines.

\*National Board Certified

EFFECTIVE: 8.01.2023

BOARD APPROVED: 8.29.2023

***LAS VIRGENES UNIFIED SCHOOL DISTRICT***  
**CERTIFICATED COMPENSATION SCHEDULE**  
**SPECIAL EDUCATION TEACHERS**  
**SCHEDULE (M)**  
**CALENDAR (II) 188 DAYS**  
**2023 - 2024**

|     | <b>Y(2)</b><br>non credentialed | <b>I</b><br>credentialed<br>BA | <b>II</b><br>credentialed<br>BA +15 | <b>III</b><br>credentialed<br>BA +30 | <b>IV</b><br>credentialed<br>BA +45<br>or<br>MA | <b>V</b><br>credentialed<br>BA +60<br>or<br>MA w/45 | <b>VI</b><br>BA + 60 w/NBC*<br>or MA w/45+NBC<br>or<br>MA w/60 |
|-----|---------------------------------|--------------------------------|-------------------------------------|--------------------------------------|---|---|--|
| 1   | 57,621                          | 60,943                         | 62,203                              | 63,463                               | 64,723  | 65,984  | 67,510   |
| 2   | 59,348                          | 62,162                         | 64,031                              | 65,292                               | 66,552  | 68,851  | 72,697   |
| 3   | 60,607                          | 64,031                         | 65,292                              | 66,552                               | 68,183  | 72,026  | 75,866   |
| 4   | 61,868                          | 65,292                         | 66,552                              | 68,150                               | 72,029  | 75,920  | 79,794   |
| 5   | 63,128                          | 66,552                         | 67,812                              | 71,355                               | 75,230  | 79,105  | 82,987   |
| 6   | 64,388                          | 67,812                         | 70,666                              | 74,546                               | 78,427  | 82,308  | 86,189   |
| 7   | 66,171                          | 69,988                         | 73,855                              | 77,739                               | 81,620  | 85,502  | 89,378   |
| 8   | 69,191                          | 73,183                         | 77,043                              | 80,944                               | 84,826  | 88,709  | 92,582   |
| 9   | 71,105                          | 75,208                         | 80,248                              | 84,134                               | 88,015  | 91,893  | 95,776   |
| 10  |                                 |                                | 82,469                              | 87,324                               | 91,204  | 95,096  | 98,974   |
| 11  |                                 |                                |                                     | 90,514                               | 94,396  | 98,292  | 102,173  |
| 12  |                                 |                                |                                     | 93,019                               | 98,291  | 102,217   | 106,124  |
| 13  |                                 |                                |                                     |                                      | 101,011   | 105,046   | 112,622  |
| 14  |                                 |                                |                                     |                                      |   |   | 115,739  |
| L16 |                                 | 76,777                         | 84,038                              | 94,588                               | 102,580   | 106,615   | 117,308  |
| L21 |                                 | 79,605                         | 86,866                              | 97,416                               | 105,408   | 109,443   | 120,136  |
| L26 |                                 | 83,547                         | 90,808                              | 101,358                              | 109,350   | 113,385   | 124,078  |

\$400 annual stipend for an earned doctorate. Doctorate must be earned from an accredited university.

New employees shall be granted year-for-year credit up to a maximum of 9 years credit for full time teaching experience.

Credit will be given for Peace Corps work on a year-for-year basis where applicable (not to exceed two years).

Experience credit not to exceed one year of salary credit for each two years of experience may be granted a new employee if the District deems the experience to be directly related to the new employee's assignment (not to exceed two years).

Fully licensed and/or clear credentialed Speech Language Pathologist's receive a minimum of 5 years credit.

Tier 1 credentialed Speech Language Pathologist's begin at step 1.

One step in the salary schedule shall be allowed for each year of service until the maximum is reached as per contract.

A full time employee shall receive longevity increments provided the employee works 50% of the school year.

Longevity at years 16, 21 & 26 are included above, as per contract, reflecting non-cumulative increases of \$1,569, \$4,397 and \$8,339 respectively.

\*(NBC) National Board Certified

Units taken for credit must meet contract guidelines.

EFFECTIVE: 8.01.2023

BOARD APPROVED: 8.29.2023

***LAS VIRGENES UNIFIED SCHOOL DISTRICT***  
**CERTIFICATED COMPENSATION SCHEDULE**  
**MEDIA SPECIALISTS**  
**SCHEDULE (8)**  
**CALENDAR (B) 194 DAYS**  
**2023 - 2024**

|            |     | <b>I</b><br>credentialed<br>BA | <b>II</b><br>credentialed<br>BA +15 | <b>III</b><br>credentialed<br>BA +30 | <b>IV</b><br>credentialed<br>BA +45<br>or<br>MA | <b>V</b><br>credentialed<br>BA +60<br>or<br>MA w/45 | <b>VI</b><br>BA + 60 w/NBC*<br>or MA w/45+NBC<br>or<br>MA w/60 |
|------------|-----|--------------------------------|-------------------------------------|--------------------------------------|---|---|--|
| <b>HRS</b> |     |                                |                                     |                                      |   |   |  |
| 21         | 1   | 62,888                         | 64,188                              | 65,489                               | 66,789  | 68,089  | 69,664   |
| 22         | 2   | 64,146                         | 66,075                              | 67,375                               | 68,676  | 71,048  | 75,017   |
| 23         | 3   | 66,075                         | 67,375                              | 68,676                               | 70,359  | 74,324  | 78,288   |
| 24         | 4   | 67,375                         | 68,676                              | 70,325                               | 74,328  | 78,343  | 82,341   |
| 25         | 5   | 68,676                         | 69,976                              | 73,632                               | 77,631  | 81,630  | 85,635   |
| 26         | 6   | 69,976                         | 72,921                              | 76,925                               | 80,930  | 84,935  | 88,939   |
| 27         | 7   | 72,222                         | 76,212                              | 80,220                               | 84,225  | 88,231  | 92,231   |
| 28         | 8   | 75,519                         | 79,502                              | 83,527                               | 87,534  | 91,540  | 95,537   |
| 29         | 9   | 77,609                         | 82,809                              | 86,820                               | 90,824  | 94,826  | 98,833   |
| 30         | 10  |                                | 85,101                              | 90,111                               | 94,115  | 98,131  | 102,132  |
| 31         | 11  |                                |                                     | 93,403                               | 97,409  | 101,429   | 105,434  |
| 32         | 12  |                                |                                     | 95,988                               | 101,428   | 105,479   | 109,511  |
| 33         | 13  |                                |                                     |                                      | 104,235   | 108,399   | 116,216  |
| 34         | 14  |                                |                                     |                                      |   |   | 119,432  |
|            |     |                                |                                     |                                      |   |   |  |
| 76         | L16 | 79,178                         | 86,670                              | 97,557                               | 105,804   | 109,968   | 121,001  |
| 81         | L21 | 82,006                         | 89,498                              | 100,385                              | 108,632   | 112,796   | 123,829  |
| 86         | L26 | 85,948                         | 93,440                              | 104,327                              | 112,574   | 116,738   | 127,771  |

\$400 annual stipend for an earned doctorate. Doctorate must be earned from an accredited university.

New employees shall be granted year-for-year credit up to a maximum of 9 years credit for full time teaching experience.

Credit will be given for Peace Corps work on a year-for-year basis where applicable (not to exceed two years).

Experience credit not to exceed one year of salary credit for each two years of experience may be granted a new employee if the District deems the experience to be directly related to the new employee's assignment (not to exceed two years).

One step in the salary schedule shall be allowed for each year of service until the maximum is reached as per contract.

A full time employee shall receive longevity increments provided the employee works 50% of the school year.

Longevity at years 16, 21 & 26 are included above, as per contract, reflecting non-cumulative increases of \$1,569, \$4,397 and \$8,339 respectively.

Units taken for credit must meet contract guidelines.

\*National Board Certified

EFFECTIVE: 8.01.2023

BOARD APPROVED: 8.29.2023

***LAS VIRGENES UNIFIED SCHOOL DISTRICT***  
**CERTIFICATED COMPENSATION SCHEDULE**  
**SECONDARY COUNSELORS**  
**SCHEDULE (9)**  
**CALENDAR (J) 203 DAYS**  
**2023 - 2024**

|     |     | I<br>credentialed<br>BA | II<br>credentialed<br>BA +15 | III<br>credentialed<br>BA +30 | IV<br>credentialed<br>BA +45<br>or<br>MA | V<br>credentialed<br>BA +60<br>or<br>MA w/45 | VI<br>BA + 60 w/NBC*<br>or MA w/45+NBC<br>or<br>MA w/60 |
|-----|-----|-------------------------|------------------------------|-------------------------------|--|--|---|
| HRS |     |                         |                              |                               |  |  |   |
| 41  | 1   | 65,806                  | 67,166                       | 68,527                        | 69,887                                   | 71,248                                       | 72,896  |
| 42  | 2   | 67,122                  | 69,140                       | 70,501                        | 71,862                                   | 74,344                                       | 78,497  |
| 43  | 3   | 69,140                  | 70,501                       | 71,862                        | 73,623                                   | 77,772                                       | 81,919  |
| 44  | 4   | 70,501                  | 71,862                       | 73,588                        | 77,776                                   | 81,978                                       | 86,160  |
| 45  | 5   | 71,862                  | 73,223                       | 77,048                        | 81,232                                   | 85,416                                       | 89,608  |
| 46  | 6   | 73,223                  | 76,304                       | 80,493                        | 84,684                                   | 88,876                                       | 93,065  |
| 47  | 7   | 75,572                  | 79,748                       | 83,941                        | 88,133                                   | 92,324                                       | 96,509  |
| 48  | 8   | 79,022                  | 83,190                       | 87,402                        | 91,595                                   | 95,787                                       | 99,969  |
| 49  | 9   | 81,209                  | 86,651                       | 90,847                        | 95,037                                   | 99,225                                       | 103,418   |
| 50  | 10  |                         | 89,049                       | 94,291                        | 98,481                                   | 102,683                                      | 106,871   |
| 51  | 11  |                         |                              | 97,736                        | 101,928                                  | 106,134                                      | 110,325   |
| 52  | 12  |                         |                              | 100,441                       | 106,133                                  | 110,373                                      | 114,591   |
| 53  | 13  |                         |                              |                               | 109,070                                  | 113,427                                      | 121,608   |
| 54  | 14  |                         |                              |                               |  |  | 124,973   |
| 56  | L16 | 82,778                  | 90,618                       | 102,010                       | 110,639                                  | 114,996                                      | 126,542   |
| 61  | L21 | 85,606                  | 93,446                       | 104,838                       | 113,467                                  | 117,824                                      | 129,370   |
| 66  | L26 | 89,548                  | 97,388                       | 108,780                       | 117,409                                  | 121,766                                      | 133,312   |

\$400 annual stipend for an earned doctorate. Doctorate must be earned from an accredited university.

New employees shall be granted year-for-year credit up to a maximum of 9 years credit for full time teaching experience.

Credit will be given for Peace Corps work on a year-for-year basis where applicable (not to exceed two years).

Experience credit not to exceed one year of salary credit for each two years of experience may be granted a new employee if the District deems the experience to be directly related to the new employee's assignment (not to exceed two years).

One step in the salary schedule shall be allowed for each year of service until the maximum is reached as per contract.

A full time employee shall receive longevity increments provided the employee works 50% of the school year.

Longevity at years 16, 21 & 26 are included above, as per contract, reflecting non-cumulative increases of \$1,569, \$4,397 and \$8,339 respectively.

Units taken for credit must meet contract guidelines.

\*National Board Certified

EFFECTIVE: 8.01.2023

BOARD APPROVED: 8.29.2023

***LAS VIRGENES UNIFIED SCHOOL DISTRICT***  
**CERTIFICATED COMPENSATION**  
***PSYCHOLOGISTS***  
***SCHEDULE (1)***

CALENDAR B 194 DAYS

**2023 - 2024**

Total index applies to the maximum step of the regular teacher salary Sch A      \$      113,892

| STEP | INDEX | VI      |
|------|-------|---------|
| 1    | 102.6 | 116,853 |
| 2    | 104.1 | 118,561 |
| 3    | 105.6 | 120,270 |
| 4    | 107.1 | 121,978 |
| 5    | 108.7 | 123,800 |
| 6    | 110.2 | 125,509 |
| 7    | 111.8 | 127,331 |
| 8    | 113.4 | 129,153 |
|      |       |         |
|      |       |         |
| L16  |       | 130,723 |
| L21  |       | 133,550 |
| L26  |       | 137,492 |

\$400 annual stipend for an earned doctorate. Doctorate must be earned from an accredited university.

New employees shall be granted year-for-year credit up to a maximum of 9 years credit for full time teaching experience. Credit will be given for Peace Corps work on a year-for-year basis where applicable (not to exceed two years). Experience credit not to exceed one year of salary credit for each two years of experience may be granted a new employee if the District deems the experience to be directly related to the new employee's assignment (not to exceed two years).

One step in the salary schedule shall be allowed for each year of service until the maximum is reached as per contract. A full time employee shall receive longevity increments provided the employee works 50% of the school year.

Longevity at years 16, 21 & 26 are included above, as per contract, reflecting non-cumulative increases of \$1,569, \$4,397 and \$8,339 respectively.

Units taken for credit must meet contract guidelines.

EFFECTIVE: 8.01.2023

BOARD APPROVED: 8.29.2023

***LAS VIRGENES UNIFIED SCHOOL DISTRICT***  
**EARLY CHILD EDUCATOR TEACHER**  
**SCHEDULE (V)**  
**CALENDAR (A) 185 DAYS**  
**2023 - 2024**

|     | <b>I</b><br>CHILD DEVELOPMENT<br>TEACHER PERMIT | <b>II</b><br>CHILD DEVELOPMENT<br>MASTER TEACHER<br>PERMIT | <b>* III</b><br>CHILD DEVELOPMENT<br>BACHELORS | <b>IV</b><br>CHILD DEVELOPMENT<br>MASTERS IN<br>RELATED FIELD |
|-----|---|--|--|---|
| 1   | 34,202  | 35,912   | 36,952   | 38,392  |
| 2   | 37,299  | 39,164   | 40,203   | 41,644  |
| 3   | 40,411  | 42,431   | 43,471   | 44,912  |
| 4   | 43,507  | 45,682   | 46,722   | 48,162  |
| 5   | 46,685  | 49,019   | 50,058   | 51,499  |
| 6   | 47,977  | 50,375   | 51,416   | 52,924  |
| *7  | 49,017  | 51,416   | 52,456   | 53,965  |
|     |   |  |  |   |
| L16 | 50,586  | 52,985   | 54,025   | 55,534  |
| L21 | 53,414  | 55,813   | 56,853   | 58,362  |
| L26 | 57,356  | 59,755   | 60,795   | 62,304  |

\$400 annual stipend for an earned doctorate. Doctorate must be earned from an accredited university.

New employees shall be granted year-for-year credit up to a maximum of 9 years credit for full time teaching experience.

Credit will be given for Peace Corps work on a year-for-year basis where applicable (not to exceed two years).

Experience credit not to exceed one year of salary credit for each two years of experience may be granted a new employee if the District deems the experience to be directly related to the new employee's assignment (not to exceed two years).

One step in the salary schedule shall be allowed for each year of service until the maximum is reached as per contract.

A full time employee shall receive longevity increments provided the employee works 50% of the school year.

Longevity at years 16, 21 & 26 are included above, as per contract, reflecting non-cumulative increases of \$1,569, \$4,397 and \$8,339 respectively.

Units taken for credit must meet contract guidelines.

\*Column 3 (Bachelors) and Row 7 added effective 8.01.2023

EFFECTIVE: 8.01.2023

BOARD APPROVED: 08.29.2023

***LAS VIRGENES UNIFIED SCHOOL DISTRICT***  
**APPENDIX B Activities**  
**SCHEDULE (B)**  
**2023 - 2024**

Proposals for stipends from District-provided funds must be submitted to the Site Administrator by June 1<sup>st</sup> for both semesters of the following school year. Additional non-District funded stipends can be submitted by October 15th for spring semester.

**SCHEDULE FOR ADDITIONAL COMPENSATION**

|              | <b>Hours Outside of<br/>Regular Assignment</b> |               |
|--------------|--|---------------|
| <b>Level</b> |  | <b>Amount</b> |
| I            | Up to 25 hours                                 | \$769         |
| II           | 26 to 50 hours                                 | \$1,167       |
| III          | 51 to 80 hours                                 | \$2,026       |
| IV           | 81 to 120 hours                                | \$3,072       |
| V            | 121 to 160 hours                               | \$4,302       |
| VI           | 161 to 200 hours                               | \$5,529       |
| VII          | 201 hours and above                            | \$6,140       |

EFFECTIVE: 8.01.2023  
APPROVED: 8.29.2023

***LAS VIRGENES UNIFIED SCHOOL DISTRICT***  
**APPENDIX C**  
**SCHEDULE (B) FOR ADDITIONAL COMPENSATION**  
**2023 - 2024**

DEPARTMENT CHAIRS

|                   |    |       |
|-------------------|----|-------|
| Base compensation | \$ | 4,860 |
| (6-10 sections)   |    |       |

Larger Departments:

|                |    |       |
|----------------|----|-------|
| 11-20 sections | \$ | 5,100 |
| 21-30 sections | \$ | 5,350 |
| 31-40 sections | \$ | 5,600 |
| 41-50 sections | \$ | 5,850 |
| 51+ sections   | \$ | 6,110 |

|                                      |    |       |
|--------------------------------------|----|-------|
| <u>ELEMENTARY TEACHERS-IN-CHARGE</u> | \$ | 6,550 |
|--------------------------------------|----|-------|

|   |    |       |
|---|----|-------|
| <u>CONTINUATION HIGH SCHOOL TEACHER-IN-CHARGE</u> | \$ | 6,550 |
|---|----|-------|

|                                       |    |       |
|---------------------------------------|----|-------|
| <u>DUAL IMMERSION PROGRAM STIPEND</u> | \$ | 2,670 |
|---------------------------------------|----|-------|

|                                       |    |       |
|---------------------------------------|----|-------|
| <u>ELEMENTARY COMBO CLASS STIPEND</u> | \$ | 2,670 |
|---------------------------------------|----|-------|

|                     |    |       |
|---------------------|----|-------|
| <u>LEAD TEACHER</u> | \$ | 1,160 |
|---------------------|----|-------|

One Lead Teacher shall be authorized for Departments which have 31 to 49 sections in the department.

At a minimum, one lead teacher shall be authorized per common core assessment area (social studies, language arts, math, science).

Two Lead Teachers for 50 or more sections.

One lead teacher per elementary grade level at each site.



**APPENDIX B- CIF SPORTS, COACHING**  
**SCHEDULE (B) FOR ADDITIONAL COMPENSATION 2023 - 2024**

*Stipends will be paid upon completion of assignment, season or semester.*

*Stipends for Coaches & Directors of Athletics holding a valid California Teaching Credential shall reflect a 25% increase to stipend rate. Any coach required to spend additional time due to CIF extension of season is eligible for a 10% increase to stipend rate.*

|   | Step | Range   | Step | Range   | Step | Range   |                                     | Step | Range   | Step | Range   | Step | Range   |
|---|------|---------|------|---------|------|---------|-------------------------------------|------|---------|------|---------|------|---------|
| <b>Athletic Director</b>                        | K    | \$5,343 | L    | \$5,807 | M    | \$6,274 | <b>Sand Volleyball (Girls)</b>      |      |         |      |         |      |         |
| <b>Athletic Supervisor (Fall/Winter/Spring)</b> | H    | \$3,948 | I    | \$4,153 | J    | \$4,875 | Head Coach                          | F    | \$3,020 | G    | \$3,485 | H    | \$3,948 |
| <b>Athletic Trainer (Fall/Winter/Spring)</b>    | H    | \$3,948 | I    | \$4,153 | J    | \$4,875 | Junior Varsity                      | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 |
| <b>Baseball</b>                                 |      |         |      |         |      |         | <b>Soccer (Boys/Girls)</b>          |      |         |      |         |      |         |
| Varsity Coach/Coordinator                       | G    | \$3,485 | H    | \$3,948 | I    | \$4,153 | Varsity Coach/Coordinator           | G    | \$3,485 | H    | \$3,948 | I    | \$4,153 |
| Varsity Assistant                               | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 | Junior Varsity                      | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 |
| Junior Varsity                                  | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 | Frosh/Soph                          | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 |
| Freshman  | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 | <b>Softball</b>                     |      |         |      |         |      |         |
| <b>Basketball (Boys/Girls)</b>                  |      |         |      |         |      |         | Varsity Coach/Coordinator           | G    | \$3,485 | H    | \$3,948 | I    | \$4,153 |
| Varsity Coach/Coordinator                       | G    | \$3,485 | H    | \$3,948 | I    | \$4,153 | Varsity Assistant                   | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 |
| Junior Varsity                                  | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 | Junior Varsity                      | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 |
| Frosh/Soph.                                     | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 | Frosh/Soph                          | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 |
| Freshman  | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 | <b>Summer Athletic Camp</b>         |      |         |      |         |      |         |
| <b>Competitive Sport</b>                        |      |         |      |         |      |         | Head Coach (60 hour Camp)           | N    | \$2,388 |      | N/A     |      | N/A     |
| Cheer   | F    | \$3,020 | G    | \$3,485 | H    | \$3,948 | Asst Coach (60 hour Camp)           | O    | \$1,691 |      | N/A     |      | N/A     |
| <b>Cross Country (Boys/Girls)</b>               |      |         |      |         |      |         | <b>Swimming/Diving (Boys/Girls)</b> |      |         |      |         |      |         |
| Head Coach                                      | F    | \$3,020 | G    | \$3,485 | H    | \$3,948 | Varsity Coach/Coordinator           | F    | \$3,020 | G    | \$3,485 | H    | \$3,948 |
| <b>Football</b>                                 |      |         |      |         |      |         | Junior Varsity                      | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 |
| Varsity Head Coach/Coordinator                  | H    | \$3,948 | I    | \$4,153 | J    | \$4,875 | <b>Tennis (Boys/Girls)</b>          |      |         |      |         |      |         |
| Varsity Assistant (3)                           | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 | Varsity Coach/Coordinator           | F    | \$3,020 | G    | \$3,485 | H    | \$3,948 |
| Junior Varsity Head                             | F    | \$3,020 | G    | \$3,485 | H    | \$3,948 | <b>Track (Boys/Girls)</b>           |      |         |      |         |      |         |
| Junior Varsity Assist                           | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 | Varsity Coach/Coordinator           | F    | \$3,020 | G    | \$3,485 | H    | \$3,948 |
| Freshman Head                                   | F    | \$3,020 | G    | \$3,485 | H    | \$3,948 | Assistant Coach (2)                 | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 |
| Freshman Assist                                 | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 | <b>Volleyball (Boys/Girls)</b>      |      |         |      |         |      |         |
| Flag Football*                                  | F    | \$3,020 | G    | \$3,485 | H    | \$3,948 | Varsity Coach/Coordinator           | F    | \$3,020 | G    | \$3,485 | H    | \$3,948 |
| <b>Golf (Boys/Girls)</b>                        |      |         |      |         |      |         | Junior Varsity                      | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 |
| Head Coach                                      | F    | \$3,020 | G    | \$3,485 | H    | \$3,948 | Frosh/Soph                          | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 |
| JV Golf*  | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 | <b>Water Polo (Boys/Girls)</b>      |      |         |      |         |      |         |
| <b>Lacrosse (Boys/Girls)</b>                    |      |         |      |         |      |         | Varsity Coach/Coordinator           | G    | \$3,485 | H    | \$3,948 | I    | \$4,153 |
| Varsity Head Coach                              | G    | \$3,485 | H    | \$3,948 | I    | \$4,153 | Jr. Varsity                         | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 |
| Junior Varsity                                  | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 | Frosh/Soph                          | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 |
| Varsity Assistant*                              | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 | <b>Wrestling (Boys/Girls)</b>       |      |         |      |         |      |         |
|   |      |         |      |         |      |         | Varsity Coach/Coordinator           | G    | \$3,485 | H    | \$3,948 | I    | \$4,153 |
|   |      |         |      |         |      |         | Junior Varsity                      | E    | \$2,556 | F    | \$3,020 | G    | \$3,485 |

INITIAL PLACEMENT based on prior high school, college, or competitive club experience. Once an employee has been placed on a step and range, he/she will move up annually until he/she reaches the top step for the position.

0-2 yrs. Prior experience (1st step)

3-5 yrs. prior experience (2nd step)

6+ yrs. prior experience (3rd step)

Any stipend may be split or a percentage given, commensurate with time commitment, at the discretion of the Principal. Stipends are not transferrable and the District funds one (1) per coach listed unless otherwise noted. Off season stipends shall be paid at the appropriate level, limited to one per season, paid through District Payroll System and reimbursed by the appropriate ASB Trust Account. Any additional coaches hired by site shall be paid a percentage, commensurate with time commitment, at the EFG level, paid through District Payroll System and reimbursed by the appropriate ASB Trust Account. Site Principal shall ensure equal opportunities are provided to both genders of students.

EFFECTIVE: 8.01.2023

APPROVED: 8.29.2023

\*Flag Football JV Golf Stipends added 8.01.23

## Appendices D

Department Chair/ TIC/ Lead Teachers/ Athletic Director/ Athletic Supervisor

## APPENDIX D

### DEPARTMENT

#### CHAIRS

##### I. Qualifications

Applicants for the Department Chair must have the appropriate teaching Credential, or a major or minor in the subject area or qualify for waiver. He/She shall have taught for a minimum of three years in the particular subject area. A department chair must teach a minimum of 3 sections in the department in a given school year.

##### II. Term

The term of the Department Chair shall be up to three consecutive years based upon satisfactory evaluation per the evaluation procedures specified in this section. Should the evaluation be unsatisfactory, the School Principal has the prerogative to declare the position vacant by the end of the school year and post the position as described in the application procedure in this section.

##### III. Compensation

Compensation shall be according to the schedule for additional compensation for department chairs.

Department Chairpersons/ Lead Teachers who attend instructional materials adoption meetings will be paid their hourly rate.

##### IV. Evaluation

The Department Chair shall be evaluated annually by the Administration as per Article 10, Sub Section 10.5 of the contract. The evaluation shall be written narrative and reflect the performance of the chair as detailed in the job description.

V. Application Procedure

The application procedure is determined by the nature of the vacancy at the site.

A. Department chair vacancy only.

1. The position shall first be posted at the school where the vacancy exists.
2. Applications shall be in writing stating qualifications and reason for applying.
3. To ensure continuity, department chair positions shall be filled from within the department. Qualified and interested applicants within the department first will be interviewed by the Committee appointed by the Principal. After consulting the department members, the Principal shall make the final selection.
4. In the event there are no applicants or no one is selected from the school, the position shall go unfilled.
5. That being the case, the Administration and the Department shall meet to resolve the problem; possible solutions are:
  - a. Continue with no department chair and administration assumes responsibility for department chair duties.
  - b. Develop co-chair responsibilities and share the stipend.

B. Department Chair vacancy accompanied by teaching vacancy

When there is a teaching vacancy and a Department Chair vacancy which has not been filled from within the school, the following procedure shall be followed.

1. The vacancy shall be posted in the normal matter with the stipulation that the teaching position may include Department Chair responsibilities. (Chair District employees will receive first consideration for this position.)
2. All applications shall be in writing stating qualifications and reason for applying.
3. Qualified district applicants first will be interviewed by the committee appointed by the Principal. The Principal shall make the final selection.
4. Should none of the inside applicants be selected, the Committee appointed by the Principal shall then interview outside applicants. The Principal shall make the final selection.

## JOB DESCRIPTION

### DEPARTMENT CHAIRPERSON

#### General Responsibilities:

Serves as a liaison between staff, building administration, and district office. Maintains appropriate two-way communications between these groups. Provides leadership and support in creating and maintaining high morale and good working relationships with the departmental staff. In accordance with district and building educational objectives and policies, the department chairperson provides educational guidance, support, and leadership to the staff to encourage that a proper instructional environment is established and maintained.

#### Specific Duties may include:

1. Develops and maintains curricula with staff support. Supervises course outline preparations; departmental offerings list; prepares student placement recommendations; and recommends class schedules. Provides leadership to encourage staff participation in continuing curriculum development, evaluation and revision of curriculum in accordance with state, Board of Education and Administration policies, procedures, and requirements.
2. Assists administration in monitoring course offerings and will make recommendations as to increased/decreased number of sections necessary.
3. Provides the staff with instructional leadership and encourages curriculum improvements and innovation. Keeps staff informed of district and building decisions, policy changes, and other information affecting instruction.
4. Assists in peer coaching activities.

Provides assistance within a reasonable period of time when requested by the department member in designing lesson plans, discussing curriculum and teaching strategies. Classroom visitations are limited to teacher requested assistance in particular lessons. The department chair is not an evaluator and shall not be a part of the evaluation process.

5. Prepares the department's budget request for instructional materials, supplies, conferences, and equipment. Administers the

approved budget and maintains the inventory. Completes reports as required.

6. May assist in the selection of department staff along with reviewing and screening applicants, interviewing candidates and providing appropriate input to administration.
7. Attends curriculum, department, building, and district meetings as required. Maintains level of professional competency through participation in inservices, regional, state, national workshops, and/or meetings.
8. Participates in the student teacher program by reviewing applications, and providing assistance in the selection of cooperating master teachers.
9. Working with administration, the department chair encourages the establishment of common courses of studies and suggests grading practices for parallel courses.
10. Assists in implementing state and district tests and department finals within the Department and school where applicable.
11. Submits all pilot courses to the administration.
12. Encourages, through the Department, the participation of students in school approved contests, examinations and co-curricular activities related to the department, and prepare budgetary allocation for these volunteer programs.
13. May represent the Department to the Administration and counselors on matters of student discipline.
14. Assists in recommending special programs as they relate to student assignments and department needs.
15. Answers inquiries regarding courses of study.
16. Assists administration in program review that could result in updating or modifying department offerings.
17. May assist in the preparation of inservice programs.
18. Articulates and coordinates the work of the department into the total instructional program of the school and the District.
19. Recommends books, magazines or pamphlets to be purchased by the school librarian.

20. Conducts regularly scheduled departmental meetings and holds supplementary meetings as may be necessary. A summary of each meeting will be submitted to the Principal and all other persons as directed by the Principal.
21. Recommends the acquisition of new or additional materials of instruction and textbooks for the department and assists or delegates as needed in the scheduling and coordinated usage of these materials.
22. Orients teachers to departmental policy and other necessary details for success within the department.
23. Works with the Department members and the District in developing and implementing long-range plans for the Department.
24. Where appropriate, provides information to the Administration and/or counselors regarding placement of students, after consultation with the classroom teacher.
25. Assists counselors and administration in familiarizing students with respect to special issues that relate to the department.
26. Completes appropriate reports as required.
27. Performs other appropriate duties as assigned by the administration.

## DEPARTMENT CHAIRPERSON

### WORK YEAR EXTENSION

Three additional workdays are to be used at the discretion of the Administration of the District. The work days are required and will be scheduled, as nearly as possible, in conjunction with the opening or closing of the school year. These days would be used to implement the job description, professional growth, training, in-service, etc.

The Administration shall be responsible for the allocation and purpose of these days.



## **JOB DESCRIPTION**

### **MIDDLE SCHOOL ACTIVITIES COORDINATOR**

The following is a list of duties that may be requested of the Middle School Activities Coordinator to perform. It is understood that the needs of various campuses will vary.

1. Supervise Student Council.
2. Conduct Student Body election procedures.
3. Develops agenda and conducts ASB meetings.
4. Schedules school dances.
5. Coordinates and assigns dance supervision.
6. Schedules school assemblies.
7. Coordinates school activities calendar includes intramural calendar
8. Supervises school recognition club.
9. May attend student leadership conferences.
10. Conducts homeroom contests
11. Responsible for school publicity announcements for activities.
12. Other appropriate duties as assigned.

## MIDDLE SCHOOL ACTIVITIES COORDINATOR

### I. Qualifications

Applicants for the Middle School Activities Coordinator shall have taught for a minimum of three years.

### II. Term

The Middle School Activities Coordinator position shall run for three years. At the end of the three years, the position shall be posted. In the event of unsatisfactory performance based upon written evaluation of the job description, the position shall be posted at the end of that year.

### III. Compensation

According to the appropriate salary schedule.

### IV. Evaluation

The Middle School Activities Coordinator shall be evaluated annually by the administration. The evaluation shall be written narrative and reflect the performance as detailed by the job description.

### V. Application Procedure

Interested applicants shall apply in writing stating the reason for application and qualifications for the position. Administration shall interview qualified applicants and make the final selection

In the event there are not applications or none of the applicants is deemed qualified, the position shall go unfilled.

The administrative selection of the Middle School Activity Coordinator is not grievable.

## ELEMENTARY SCHOOL

### TEACHER IN CHARGE

#### I. Qualifications

Applicants for the position of Teacher-In-Charge must have the appropriate teaching credential. Preference will be given to applicants who possess an administrative credential, are in the process of acquiring an administrative credential or express a desire to enter an administration training program.

#### II. Term

The term of the Teacher-In-Charge shall be up to three consecutive years based upon satisfactory evaluation per the evaluation procedures specified in this section. Should the evaluation be unsatisfactory, the School Principal has the prerogative to declare the position vacant by the end of the school year and post the position as described in the application procedure in this section. At the conclusion of the three-year term, or in the event the position becomes vacant, the position shall be posted as described in the application procedure in this section.

#### III. Compensation

Compensation shall be according to the schedule for additional compensation for Teacher-In-Charge.

#### IV. Evaluation

The T.I.C. shall be evaluated annually by the Administration. The evaluation shall be written narrative and reflect the performance of the T.I.C. as detailed in the job description.

#### V. Application Procedure

The application procedure is determined by the nature of the vacancy at the site.

A. T.I.C. vacancy only.

1. Applications for the T.I.C. position shall be in writing and shall include qualifications and reason for applying.
2. The position for the T.I.C shall be posted for seven days in the school where the vacancy exists. The Principal shall interview all qualified applicants. The Principal shall seek input from the school staff. In the event the Administration does not fill the position, it shall go unfilled.

B. T.I.C. vacancy accompanied by teaching vacancy

1. Applications for the T.I.C. position shall be in writing and shall include qualifications and reason for applying.
2. When there is a teaching vacancy at the school and concurrently the T.I.C. position is open, it shall be posted in the normal manner and all applicants screened. First consideration for the T.I.C./teacher vacancy will be given to District qualified applicants. The Principal is responsible for the selection of the teacher/T.I.C.. In the event none is deemed qualified, the T.I.C. position shall go unfilled.

JOB DESCRIPTION  
ELEMENTARY SCHOOL  
TEACHER - IN- CHARGE

General Responsibilities:

The Teacher-In-Charge assists with the administrative functions of the school. In accordance with the District and building educational objectives and policies, the Teacher-In-Charge provides educational guidance, support, and leadership to the staff and encourages that a proper instructional environment is maintained.

Specific Duties:

The Principal may request the Teacher-In-Charge to assist with the following responsibilities. It is understood that the needs of the various campuses will vary.

ASSISTS:

1. as the administrative designee when necessary;
2. the principal in curriculum development, revision, and reform;
3. the administration in purchasing of school materials and supplies;
4. the administration in preparation and implementation of the school's budgets;
5. with annual inventories of building equipment and supplies, and maintains accurate records of same;
6. with annual inventory of instructional materials, and maintains accurate records of same;
7. in the scheduling of school facilities;
8. in the scheduling of aides / specialists in the building;
9. in procedures that are inherent with the opening and closing of the school year;
10. in new teacher orientation programs;
11. with the preparation and assignment of duty schedules;

12. in Student Study Teams as needed;
13. the principal in placement of student teachers;
14. in the enforcement of District policies and procedures;
15. in the enforcement of laws pertaining to minors;
16. in the implementation of all school and district disaster plans and drills;
17. in arranging for and conducting student assemblies;
18. in the development of special school projects;
19. with the coordination of the administration of District and State mandated testing.

**Other Duties:**

1. Serves as the administrative designee at IEP meetings as needed;
2. Assists in communication with parent groups;
3. Performs other appropriate duties as assigned.

## ELEMENTARY TEACHER-IN-CHARGE

### WORK YEAR EXTENSION

Three additional workdays are to be used at the discretion of the Administration of the District. The work days are required and will be scheduled, as nearly as possible, in conjunction with the opening or closing of the school year. These days would be used to implement the job description, professional growth, training, inservice, etc.

The Administration shall be responsible for the allocation and purpose of these days.

## SECONDARY LEAD TEACHER

One lead teacher shall be authorized for Departments which have 31-49 sections in the department. Two Lead Teachers will be granted for departments that have 50 or more sections.

The Lead Teacher shall be selected by the Administration with input from the Department Chair. The site administrator shall notify the selected teacher and department members.

The term of the Lead Teacher shall be for one year.

Compensation shall be according to the appropriate salary schedule. Department Chairpersons/Lead Teachers who attend textbook adoption meetings will be paid their hourly rate.

This position is excluded from the extended work year.

The Lead Teacher shall assist the Department Chair in working with the development of departmental instructional practices.

## ELEMENTARY GRADE LEVEL LEAD TEACHER

Each elementary grade level at the elementary site shall have a lead teacher. The preschool program shall be allocated one lead teacher for the district. At the discretion of the Assistant Superintendent of Education or designee, additional leads may be assigned, as needed, to represent district-wide programs.

The Lead Teacher shall be selected by the principal with input from the grade level teachers. The principal shall notify the selected teacher and grade level teachers.

The term of the Lead Teacher shall be for one year.

Compensation shall be according to the appropriate salary schedule. This position is excluded from the extended work year.



# **LAS VIRGENES UNIFIED SCHOOL DISTRICT**

## **JOB DESCRIPTION**

### **ATHLETIC DIRECTOR-- One (1) stipend [KLM] per year**

Reports to: Assistant Principal and Principal

#### **Qualifications**

- Valid K-12 California credential
- Minimum of three years of coaching experience
- Excellent verbal and written communication skills; ability to facilitate teams; ability to work well with teachers, coaches and parents
- Must be concurrently employed as a certificated employee of LVUSD at the site

#### **Description of Position:**

- Oversees maintenance of gym, fields, courts, weight rooms, and all other athletic facilities.
- Coordinates the use of all athletic facilities by both on and off-campus groups.
- Serves as League and CIF liaison.
- Ensures that all tournaments are sanctioned.
- Assists in supervision of home athletic events and serves as administrative designee one night per week
- Attends monthly League athletic director meetings.
- Attends monthly League principal meetings.
- Attends weekly Athletic/Activity Center meetings.
- Attends CIF meetings, as necessary, throughout the year.
- Attends seasonal League coaches' meetings and preseason parent meetings.
- Maintains accurate records of athletic transfers.
- Provides input to the Assistant Principal on evaluations of coaches, trainers, and other support staff
- Serves as initial contact for parental concerns regarding the athletic program.
- Assists in the creation and oversight of the athletic budget and supervision schedule.
- Schedules (rescheduling, if necessary) and/or approves all athletic contests.
- Approves all non-league games and issues all athletic contracts for contests.
- Coordinates with the Athletic Supervisor, school physical education chairperson, activities director and coaches to set up facilities for all activities.
- Coordinates, plans, and leads coaches' meetings.
- Assists all walk-on coaches in following the District hiring procedures and assures that they are cleared.
- Oversees the purchase, inventory, cleaning and repair of all athletic equipment.
- Oversees preparation of purchase orders prepared for the principal's signature for payment of all financial obligations that relate to the athletic program.

- Responsible for coordinating athletic press releases with site and district administration.
- Ensures all coaches are in possession of athletic clearance forms prior to athletic participation.
- Responsible for assigning all scorers and timers as needed for athletic contests.
- Responsible for having accurate records and statistics kept for all athletic contests.
- Oversees coordination of transportation for all teams.
- Coordinates the athletic program between the middle schools and high schools.
- Schedules all referees/officials for all contests.
- Responsible for the adoption, revision, and enforcement of the athletic code of conduct.
- Oversees the verification of each athlete's academic and physical eligibility.
- Arranges practice schedules for the coaches on the fields and in the gymnasiums, and have them posted in a dedicated location on campus or online for review and clarification.
- Coordinates the annual school-sponsored physicals for student athletes.
- Enters and maintains all teams' schedules on league mandated and CIF programs.
- Works closely with coaches to ensure student athletes' safety. This includes scheduling team athletic trainers, if any, at athletic events. Tracks and follows up on coaches' CPR, First Aid certification, NFHS Concussion and Coaching Fundamentals courses, and assures coaches remain in compliance with CIF/District safety requirements.
- Mentors new coaches and helps develop them as professional coaches.
- Responsible for completion and timely submission to Personnel of coaching stipend requests and notification to Payroll when assignment is complete.
- Presents budgets for ASB approval and works closely with coaches to ensure that they work within their given budgets.
- Keeps current on laws, rules and regulations affecting the entire athletic program, including but not limited to the Southern Section CIF Bluebook.
- Coordinates use and rental of athletic facilities with District Facilities' manager.
- Assists in ensuring compliance with Title IX.
- Acts as liaison for coaching staff, administration, Booster Clubs and League.
- Participates in the selection and assignments of all coaches.
- Ensures that all coaches are familiar with the constitutional guarantee of a free public education, and reviews and approves all coaches' communications regarding fundraising or any requests for funds, team requirements, and off-season programs with parents to ensure compliance with District policy and California law.

# LAS VIRGENES UNIFIED SCHOOL DISTRICT

## JOB DESCRIPTION

### ATHLETIC SUPERVISOR—One (1) stipend [HJJ] per season

Reports to: Assistant Principal and Principal

#### Qualifications

- Valid K-12 California credential
- Minimum of three years of coaching experience
- Excellent verbal and written communication skills; ability to facilitate teams; ability to work well with teachers, coaches and parents
- Must be concurrently employed as a certificated employee of LVUSD at the site
- Shall not have any concurrent Athletic Supervisor and LVUSD high school coaching responsibilities
  - a. Athletic Director shall have priority right to the Athletic Supervisor position for any or all seasons provided he or she is not coaching during the season for which he or she is applying.

#### Description of Position:

- Supervises home athletic events, as well as assigned away events, and serves as administrative designee
- Provides input to the Assistant principal on evaluations of coaches, trainers, and other support staff
- Coordinates with the school physical education chairperson, activities director, and coaches to set up facilities for all activities
- Ensures all coaches are in possession of athletic clearance forms prior to athletic participation
- Arranges for medical and emergency services at athletic contests as needed
- Responsible for collecting and reporting injuries and filing injury reports
- Responsible for the adoption, revision, and enforcement of the athletic code of conduct
- Oversees the verification of each athlete's academic and physical eligibility
- Arranges all details for the visiting teams upon arrival, including locker room and team accommodations
- Greets contest officials, makes necessary accommodations which include, but are not limited to, providing a changing/shower area along with payment and vouchers, as necessary
- Arranges practice schedules for the coaches on the field and in the gymnasiums, and have them posted in a dedicated location on campus or online for review and clarification
- Works closely with coaches to ensure student athletes' safety. This includes scheduling school athletic trainers, if any, at athletic events. Tracks and follows up on coaches' CPR

first aid certifications, NFHS Concussion and Coaching Fundamentals courses, and assures coaches remain in compliance with CIF/District safety requirements

- Mentors new coaches and helps develop them as professional coaches
- Keeps current on laws, rules and regulations affecting the entire athletic program, including but not limited to the Southern Section CIF Bluebook
- Acts as liaison for coaching staff, administration, Booster Clubs,

and League 7/13

Attachment A

Comparison Districts

ATTACHMENT A

COMPARISON DISTRICTS

Comparison to Unified Districts in Los Angeles and Ventura Counties

Conejo  
Oak Park  
Moorpark  
Simi Valley  
Ventura  
Arcadia  
Palos Verdes  
Santa Monica  
Irvine  
Rowland  
Beverly Hills  
La Canada  
San Marino  
Burbank  
Temple City  
Pasadena  
Glendale  
Glendora