

ARTICLE 9: WORK DAY

9.1 Bargaining unit members as professional people, have a wide variety of responsibilities that cannot be limited to the formal hours of instruction in the classroom. All bargaining unit members are expected to fulfill their professional obligations.

9.2 It is reasonable to expect school personnel to be available to students, parents, and other community members just prior to and immediately following the hours of instruction and in general to carry out the duties and responsibilities as outlined in their job description.

9.3 The work day for all full time bargaining members shall be 6.5 hours excluding duty free lunch. The site principal or designee shall inform bargaining unit members of their working hours on campus no later than ~~the first faculty meeting of the school year~~ **the first working day of August.**

9.3.1 Bargaining unit members are not to be assigned supervision of students during their preparation periods, except as described in 9.9.3.

9.4 Request for temporary adjustments in the above work day shall be approved by the immediate supervisor, who shall not be arbitrary or capricious in his/her denials.

9.5 The District may require bargaining unit members to perform the following non-teaching duties necessary to the operation of the site:

9.5.1 Faculty meetings (no more than eight meetings a year, lasting one hour each, and to end no later than 4:15 p.m.)

9.5.2 Parent Conferences (two cycles per year in elementary schools during the work day)

9.5.3 Back-to-School Night and one other night activity (not longer than two hours and not later than 8:30 p.m.)

9.5.4 Yard and recess duty (evenly spread between unit members at an elementary school site)

9.5.4.1 Teachers shall not be assigned yard duty outside their work day or during their prep period.

9.5.5 Professional Development (no more than one per week held during the workday)

9.5.6 Legally mandated meetings, including but not limited to IEPs, SSTs, 504 plans, School Site Council, and WASC. Whenever possible, these meetings shall be held during the workday. If the member is not able to attend a legally mandated meeting, they shall provide a written report providing the information.

#### **9.5.6.1 Meetings may be held virtually when possible.**

9.6 By September 30<sup>th</sup> of each school year, a meeting shall be scheduled for all bargaining unit members and the administration to determine which extracurricular activities involving bargaining unit members shall occur at the site.

9.6.1 What activities shall occur at the site. The bargaining unit members shall determine the value of the activities to the school community.

9.6.2 After determining those activities which may occur, all bargaining unit members shall determine a method for equitable distribution of those activities among the entire unit, taking into consideration all other non-teaching responsibilities. If too many people wish to perform the same activities, the staff shall come up with a method for tie-breaking.

9.6.3 If the process set forth in Section 9.6.2 does not result in all valuable activities being covered, the principal may ask all bargaining unit members to reconsider how to have those activities covered.

9.6.4 If a new activity arises after the distribution of activities has occurred, the parties shall utilize the steps in Sections 9.6.2 through 9.6.3 to distribute the activity.

#### **9.7 Specialized Health Care Procedures**

9.7.1 Except for qualified and trained nurses, bargaining unit members shall not be required to provide and conduct necessary specialized health care procedures as part of their regular, on-going duties.

9.7.2 Specialized Health Care Procedure duties include, but are not limited to: catheterizations; injections; care/drainage/emptying of bags for ileostomies or colostomies, and care of stoma sites; care of gastrostomies including gavage or continuous feedings, drainage of gastric contents, and dressing changes around gastrostomy site; tracheostomy suctioning; or oxygen administration.

#### **9.8 Part time/Itinerant Bargaining Unit Members**

9.8.1 Bargaining unit members who work at two sites shall have a meeting with the administrators from both sites to establish a schedule and calendar for the year related to the performance of non-teaching duties as set forth in 9.5.

9.8.2 Part time bargaining unit members shall be entitled to prorate “their other non-teaching duties” in accordance with the percentage of time worked of a full-time equivalent. Part time teachers and their administrators may mutually agree that part time teachers will perform additional duties and that they will be compensated for those additional “other non-teaching duties” beyond their pro rata share of duties.

#### **9.9 Substitute Service by Classroom Teachers**

9.9.1 Definitions

9.9.1.1 Emergency Situation: A full or partial day in which the District is unable to obtain a substitute. When their duties permit, administrators can provide coverage when substitutes are not available.

9.9.1.2 Limitation: The foregoing definition is for purposes of this sub-article 9.8 only and does not necessarily apply to other provisions of this agreement.

9.9.2 Substitute Service by Classroom Teachers – This section applies only to emergency situations. This section does not apply to field trips, outdoor education, or other non-emergency situations.

9.9.2.1 By September 15 of each school year, the administrator shall ask the classroom teachers for a list of volunteers who are interested in receiving students in case of emergency situations.

9.9.2.2 A lottery list will be developed at each site at the beginning of the school year, to be used if there are no volunteers. In an emergency, volunteers will be selected first, time allowing. In the event that no volunteer is available in time, the lottery list will be used. Once selected through lottery, a teacher will not be required to serve again until/unless the list has been exhausted and restarted. Temporary and probationary classroom teachers will not be eligible for emergency assignment unless they volunteer and have been approved by the administration. No special education classroom teachers will receive an emergency assignment unless ~~she/he~~ they volunteers and has been approved by the administration.

9.9.3 Secondary classroom teachers called upon to substitute during their preparation period shall be paid one and one half times the certificated hourly curricular rate. The classroom teacher shall not be required to make up their preparation time on site.

9.9.4 Classroom teachers who miss preparation time because of an absent specialist shall be paid the certificated hourly curricular rate for making up the missed preparation period. Such classroom teachers shall not be required to make up their preparation time on site.

9.9.5 Elementary and secondary level classroom teachers shall be paid one and one half times the certificated hourly curricular rate when directed by their Principal to be responsible for up to an additional 16 students assigned to an absent classroom teacher. The certificated hourly curricular rate is doubled when there are 17 or more additional students. Service shall be paid in half-hour increments. The first 14 minutes of the first hour will not be compensated. Starting with the 15<sup>th</sup> minute of the first hour, the certificated hourly curricular rate will be paid based on the following scale: \*

15 – 30 minutes    ½

31 – 60 minutes    1 hour

61 – 90 minutes     1 ½ hour

91 – 120 minutes     2 hours

\*scale continues following the pattern if the time exceeds two hours.

9.10     The District retains the right to configure the instructional day, including passing time and homerooms, within the limits stated in this Agreement. Scheduling of the school day shall be determined by the Principal with input from the School Site Council and the staff.

#### 9.11     Transitional Kindergarten and Kindergarten

9.11.1     The teachers shall be notified each year by the Principal of the total number of instructional minutes required by State law. The following additional guidelines shall also apply:

9.11.1.1     The District shall provide five preparation periods per week of at least 40 minutes per day for classroom and Special Day class teachers in Transitional Kindergarten and Kindergarten.

9.11.1.2     Transitional Kindergarten and Kindergarten teachers may be asked to work with intervention groups, provided that it not interfere with their teaching duties, their support of their “partner” in an AM/PM configuration, or their daily 40-minute prep period.

**9.11.2 The first three consecutive instructional days of school shall be early release days to be used by all elementary members for curriculum/program articulation.**

9.11.3     There shall be eight (8) days for "Parent Conferences" in the fall and four (4) days for “Parent Conferences” in the spring. Conference days shall take place on Mondays, Tuesdays, Thursdays, and Fridays of Conference Weeks. Early Release Wednesdays shall be used for collaboration and conferences shall not be scheduled on those days unless outside of the work day. Students shall be released 20 minutes early during conference days.

9.11.4     These days shall be used for conferences related to the promotion or retention of students, curriculum linkage testing, other problems that might affect student progress, and/or by teacher or parent request. These conferences are not mandatory for all students in the spring.

#### 9.12     Grades 1-3

9.12.1     The teachers shall be notified each year by the Principal of the total number of instructional minutes required by State law. The following additional guidelines shall also apply:

9.12.1.1     No day shall have fewer than 240 minutes.

**9.12.2     The first three consecutive instructional days of school shall be early release days to be used by all elementary members for curriculum/program articulation.**

9.12.3 There shall be at least two parent conference periods per year. Configuration of the parent conference periods shall be determined by the school site staff.

9.12.3.1 Student instructional time shall be 240 minutes, exclusive of lunch and recess.

9.12.3.2 **renumber** There shall be eight (8) minimum days for "Parent Conferences" in the fall and four (4) minimum days for "Parent Conferences" in the spring. Conference days shall take place on Mondays, Tuesdays, Thursdays, Fridays of Conference Weeks. Early Release Wednesdays shall be used for collaboration and conferences shall not be scheduled on those days unless outside the work day.

9.12.3.4 **renumber** These days shall be used for conferences related to the promotion or retention of students, curriculum linkage testing, other problems that might affect student progress, and/or by teacher or parent request. These conferences are not mandatory for all students in the spring.

9.12.4 The District shall provide three 40 minute preparation periods per week (two 40-minute science preps, and one 40 minute prep before school) for classroom and Special Day Class teachers in grades 1, 2, and 3, excluding the first week of school (5 days). The first week of school (5 days) shall be used by the science specialists for curriculum articulation. Preparation periods may be adjusted for minimum days and weeks with less than 5 days.

9.12.4.1 Preparation periods for classroom and Special Day Class teachers shall be rescheduled during the weeks when there are less than five days and the structure of that rescheduling shall be at the discretion of each school site.

9.12.4.2 Preparation periods provided by **science elementary** specialists shall be determined by the principal with input from the ~~science elementary~~ specialists and shall be equitably distributed.

### 9.13 Grades 4-5 (Elementary Schools)

9.13.1 The teachers shall be notified each year by the Principal of the total number of instructional minutes required by State law. The following additional guidelines shall also apply:

9.13.1.1 No day shall have fewer than 240 minutes.

**9.13.2 The first three consecutive instructional days of school shall be early release days to be used by all elementary members for curriculum/program articulation.**

9.13.3 There shall be at least two parent conference periods per year. Configuration of the parent conference periods shall be determined by the school site staff.

9.13.3.1 There will be three (3) reporting periods, fall, spring, and at the end of the year.

9.13.3.2 Student instructional time shall be 240 minutes, excluding lunch and recess.

9.13.3.3 There shall be eight (8) minimum days for “Parent Conferences” in the fall and four (4) minimum days for “Parent Conferences” in the spring. Conference days shall take place on Mondays, Tuesdays, Thursdays, and Fridays of Conference Weeks. Early Release Wednesdays shall be used for collaboration and conferences shall not be scheduled on those days unless outside the work day.

9.13.3.4 These days shall be used for conferences related to the promotion or retention of students, curriculum linkage testing, other problems that might affect student progress, and/or by teacher or parent request. These conferences are not mandatory for all students in the spring.

9.13.4 The District shall provide five 40 minute preparation periods per week (two 40 minute science preps, and three 40 minute preps before school) for classroom and Special Day Class teachers in grades 4 and 5, excluding the first week of school (5 days). The first week of school (5 days) shall be used by the **science elementary** specialists for curriculum articulation. Preparation periods may be adjusted for minimum days and weeks with less than 5 days.

9.13.4.1 Preparation periods for classroom and Special Day Class teachers shall be rescheduled for weeks with less than 5 days and the structure of that rescheduling shall be at the discretion of each school site.

9.13.4.2 Preparation periods provided by **science elementary** specialists shall be determined by the principal with input from the **science elementary** specialists and shall be equitably distributed.

#### 9.14 **Science Elementary Specialist Preparation**

9.14.1 The District shall provide two 40 minute preparation periods per week for **science elementary** specialists, excluding the first week of school (5 days). The first week of school (5 days) shall be used by the **science elementary** specialists for curriculum articulation. Preparation periods may be adjusted for minimum days. Preparation time for part-time **science elementary** specialists shall be prorated.

9.14.1.1 Preparation periods provided by **science elementary** specialists will be determined by the principal with input from the **science elementary** specialists and shall be equitably distributed.

9.14.1.2 **Science Elementary** specialists will teach a maximum of 6 teaching periods in any single school day, unless mutually agreed upon by the **science elementary** specialist and site manager.

9.14.1.3 **Science Elementary** specialists will receive a minimum of five minutes passing time between class periods.

9.14.1.4 **Science Elementary** specialists will receive a duty free lunch at a regularly scheduled lunch time, unless mutually agreed upon between the **science elementary** specialist and site manager.

9.15 Grades 6-8 (Middle schools)

9.15.1 The teachers shall be notified each year by the Principal of the total number of instructional minutes required by State law. The following additional guidelines shall also apply:

9.15.2 The teachers shall be notified by the Principal of the allowable passing time each year.

9.15.3 Homeroom periods shall be counted as instructional time.

9.15.4 The length and number of instructional periods for each school site shall be at the discretion of the local school site, with the approval of the Superintendent. Every teacher shall have a preparation period each day equal to the length of an instructional period. Homeroom/advisory periods shall be at the discretion of the local school site with the approval of the Superintendent or designee and shall not result in an increase in the total number of instructional minutes.

**9.15.5 Zero period classes shall have the same number of instructional minutes as other class periods over the course of a school year.**

**9.15.6 The first instructional day of school shall be an early release day to be used by all middle school members for curriculum/program articulation.**

9.16 Grades 9-12 (High schools)

9.16.1 The teachers shall be notified each year by the Principal of the total number of instructional minutes required by State law. The following additional guidelines shall also apply:

9.16.2 The teachers shall be notified by the Principal of the allowable passing time each year.

9.16.3 Homeroom periods shall be counted as instructional time.

9.16.4 The length and number of instructional periods for each school site shall be at the discretion of the local school site, with the approval of the Superintendent. Every teacher shall have a preparation period **within the student instructional day** each day equal to the length of an instructional period (**except as affected by Article 9.19**). Homeroom/advisory periods shall be at the discretion of the local school site with the approval of the Superintendent or designee and shall not result in an increase in the total number of instructional minutes.

9.16.5 A bargaining unit member's teaching assignment shall consist of no more than two (2) unique courses per grading period. When necessary, a teacher may be assigned three unique courses only during a single trimester in a school year. Bargaining unit members teaching elective courses may waive this restriction for the benefit of their programs. Waivers for the upcoming school year will be presented to and signed by teachers by June 1 of the current school year to assist administrators in the planning of the master schedule. Should a position that included a waiver be vacated during summer break, the person hired or transferring into the position will be notified of the need to honor the waiver for the current school year only and sign ~~his/her~~ **their** own waiver upon hire or grant of transfer request. For the purpose of illustration and not limitation, the following examples are included:

Example 1: A bargaining unit member teaching Algebra 1a and Algebra 1b within one grading period would meet this limitation.

Example 2: A bargaining unit member teaching Video Productions 1 and Video Productions 2 within one grading period may volunteer to also teach Animation 1.

Example 3: A bargaining unit member teaching Honors or AP US History and US History within one grading period would meet this limitation.

**9.16.5.1 A virtual and an in-person section of the same course shall be considered two different unique courses for the purposes of fulfilling 9.16.5.**

**9.16.6 The first instructional day of school shall be an early release day to be used by all high school members for curriculum/program articulation.**

9.17 The school site shall provide a break for the classroom teachers on recess/playground duty so that they can attend to personal necessities.

9.18 Participation in any overnight education programs shall be voluntary and shall not be a requirement of the teaching assignment. Bargaining unit members shall not be expected to pay for the cost of the overnight trip, nor to organize fundraising activities for this program. Prior to scheduling any overnight activity, the bargaining unit members shall be involved in the planning and decision making of that activity.

9.19 Greater than Full-Time. If the school administrator identifies an unfilled period following the development of the master schedule, that period shall be filled pursuant to Section 15.2. If the period cannot be filled in this manner, the following steps shall be taken:

9.19.1 The Human Resources Office shall be notified and an attempt will be made to consolidate this unfilled period with any other unfilled periods in the District requiring the same credential and these unfilled periods shall remain posted. A copy of the posting shall be e-mailed to LEA.

9.19.2 The school administrator shall consider all applications received, and provide first consideration to those bargaining unit members who are less than full time. If there are no such



applications, then the school administrator shall make his or her recommendation based upon the following criteria:

9.19.2.1 Credential, including major and minor fields of study.

9.19.2.2 Special skills required for the particular assignment.

9.19.2.3 Teaching experience.

9.19.2.4 Ability to provide service with minimal disruption for students.

9.19.2.5 Should the administrator determine that all of these criteria are equal, the most senior bargaining unit member shall be provided the additional period.

9.19.3 If a bargaining unit member applies to teach an unfilled period and this creates an assignment in excess of 1.0 FTE., the bargaining unit member shall complete an application form indicating how ~~he/she~~ they will meet ~~his/her~~ their regular responsibilities. If the plan is acceptable to the site administrator, it shall be forwarded to LEA, prior to submission to the Board with a recommendation for approval. The bargaining unit member shall be paid an amount to one class period of ~~his/her~~ their regular salary for each approximate 45 minutes per day so taught.

9.20 Co-teaching describes the model where two credentialed teachers jointly plan and deliver instruction to the same group of students sharing the same classroom. This model describes, but is not limited to, a special education teacher jointly teaching in a classroom with a general education teacher.

9.20.1 Volunteers will be sought by the site administrator before assigned to a non-volunteer. Teachers who volunteer for or are assigned to co-teach will be informed of that assignment and told who their teaching partner(s) and grade level/subject area will be before the end of the previous school year, consistent with article 15.6.3. Involuntary assignment of general education teachers to co-teaching sections or classroom shall not occur two years in a row.

9.20.2 Co-teachers assigned to teach the same class(es) shall be scheduled prep time during the same time period each day when possible.

9.20.3 A co-teaching classroom shall have no more than 33% of its maximum class size be students with active IEPs or high needs such as academic 504 plans, English language learners, severe behavior issues or other issues that would be considered high needs.

9.20.4 LEA and the District share the belief that a commitment to providing appropriate training to support the implementation and ongoing support of the co-teaching model is essential for the success of the program. All co-teachers shall be provided at least 1 paid full day of training on co-teaching best practices.

9.20.5 LEA and the District recognize that co-teaching requires extra planning and collaboration time. Teachers who co-teach will receive the stipend listed in Appendix D for each co-teaching partner with whom they teach.

9.20.6 In the event that a co-teaching team consists of a general education teacher and a special education teacher, the special education teacher shall be provided one extra preparation period per week per co-taught class to meet the duties and obligations of their special education caseload, such as following up on student progress, writing individual education plans and testing students. Use of ~~there~~ ~~these~~ "flex prep periods" is not required.

9.20.7 Co-teachers shall not be assigned more than two (2) teaching partners.

**9.21 Vineyard Alternative School**

**9.21.1 Teachers at Vineyard Alternative School shall be provided a minimum of 340 minutes of preparation time per week. Prep time will be scheduled based upon agreement between teachers and site administrators. If agreement can not be reached between teachers and site administrator prep time will be equally divided to be 68 minutes/day.**

**For LEA:**

  
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**For LVJUSD:**

  
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ARTICLE 10: SPECIAL EDUCATION  
2.2.22

- 10.1 Hard to Fill Special Education Positions. The Association and the District agree that from time to time certain credentialed positions become hard to fill, due to a shortage of bargaining unit members with the appropriate credential or due to the particular difficulty of the assignment.
- 10.1.1 Annually, the District shall notify the Association on or before the end of the school year of the hard to fill Special Education positions. Types of Special Education positions include, but are not limited to, special day class teachers, psychologists, resource specialist program teachers, etc.
- 10.1.2 District Subsidized Tuition Training for Hard to Fill Special Education Positions
- 10.1.2.1 For current bargaining unit members, the District will pay one-half of the equivalent of the cost of tuition for a California State University for retraining to serve in hard to fill Special Education positions.
- 10.1.2.1.1 The District will pay its portion of the current bargaining unit member's tuition at the beginning of the term in which the class is taken.
- 10.1.2.1.2 Should the bargaining unit member fail to complete the class or not receive credit with a passing grade, the bargaining unit member will reimburse to the District the portion of tuition paid by the District.
- 10.1.2.1.3 Should an intern position not be available, a bargaining unit member will not be subsidized for that year. In such a circumstance, the bargaining unit member will be urged to request a leave of absence from the university program.
- 10.1.2.1.3.1 Should a bargaining unit member choose to leave the District before completing the retraining program, the bargaining unit member will reimburse the District for the tuition subsidy.
- 10.1.2.2 For new Special Education hires, the District will pay the equivalent of one-half of the cost of the tuition for a California State University. This will be for his/her intern year during which the new Special Education hire completes his/her preliminary credential in Special Education.
- 10.1.2.2.1 The District will pay its portion of the bargaining unit member's tuition at the beginning of the term in which the class is taken.
- 10.1.2.2.2 Should the bargaining unit member fail to complete the class or not receive credit with a passing grade, the bargaining unit member will reimburse to the District the portion of tuition paid by the District.

- 10.1.2.3 A bargaining unit member who accepts the District subsidy for a hard to fill Special Education position must complete the necessary coursework within three (3) calendar years from taking the initial class. If the bargaining unit member does not complete the necessary retraining to get the credential for the hard to fill position, the bargaining unit member must reimburse the District for the tuition subsidy, unless exigent circumstances as determined by the parties exist and except as limited by the rules and regulations of the California Commission on Teacher Credentialing.
- 10.1.2.4 A bargaining unit member who has received the District tuition subsidy for a hard to fill position must remain in the hard to fill position for five (5) years or reimburse the District for the tuition subsidy.
  - 10.1.2.4.1 Reimbursement shall be waived in the event of such exigent circumstances as death of the bargaining unit member or extended family illness.
  - 10.1.2.4.2 Reimbursement shall not be waived if the discontinuance of employment is at the discretion of the bargaining unit member.
  - 10.1.2.4.3 When required, reimbursement for a tuition subsidy shall be prorated at twenty percent (20%) for each year of service below five (5) years.
- 10.1.2.5 Courses subsidized by the District taken by bargaining unit members for hard to fill positions shall count toward education credit on the salary schedule.

## 10.2 Special Education Class Size Limitations

- 10.2.1 Mild to moderate elementary **Special Day Class (SDC) teachers'** class sizes shall be limited to **a maximum of 1:14 and a maximum caseload of 1:14**. In unforeseen circumstances this limit may be exceeded by two (2) students on a transitional basis for no more than 15 days without receiving additional compensation.
  - 10.2.1.1 Beginning on the 16<sup>th</sup> day of an increase above 14 students, the affected teacher shall be compensated at a rate of 1/14 of the teacher's per diem rate of pay for each student over caseload, to be paid on a monthly basis, including the first 15 days.
- 10.2.2 Mild to moderate secondary **Special Day Class (SDC) teachers'** class sizes shall be limited to 1:18 **and a maximum caseload of 1:18**. In unforeseen circumstances this limit may be exceeded by two (2) students on a transitional basis for no more than 15 days without receiving additional compensation.
  - 10.2.2.1 Beginning on the 16<sup>th</sup> day of an increase above 18 students, the affected teacher shall be compensated at a rate of 1/18 of the teacher's per diem rate of pay for each student over caseload, to be paid on a monthly basis, including the first 15 days.
- 10.2.3 Moderate to severe **Special Day Class (SDC) teachers'** class sizes shall be limited to 1:13 **and a maximum caseload of 1:13**. In unforeseen circumstances this limit may be exceeded by two (2) students on a transitional basis for no more than 15 days without receiving additional compensation.

- 10.2.3.1 Beginning on the 16<sup>th</sup> day of an increase above 13 students, the affected teacher shall be compensated at a rate of 1/13 of the teacher's per diem rate of pay for each student over caseload, to be paid on a monthly basis, including the first 15 days.
- 10.2.4 The caseload for the Full Inclusion Specialist shall be limited to 1:13. In unforeseen circumstances this limit may be exceeded by two (2) students on a transitional basis for no more than 15 days without receiving additional compensation.
- 10.2.4.1 Beginning on the 16<sup>th</sup> day of an increase above 13 students, the affected teacher shall be compensated at a rate of 1/13 of the teacher's per diem rate of pay for each student over caseload, to be paid on a monthly basis, including the first 15 days.
- 10.2.5 Pre-kindergarten classes functioning with a caseload split in two sessions (AM/PM) shall be limited to a maximum caseload of 1:20 with a maximum class size of 1:12. In unforeseen circumstances this limit may be exceeded by two (2) students on a transitional basis for no more than 15 days without receiving additional compensation.
- 10.2.5.1 Beginning on the 16<sup>th</sup> day of an increase above 20 students, the affected teacher shall be compensated at a rate of 1/20 of the teacher's per diem rate of pay for each student over caseload, to be paid on a monthly basis, including the first 15 days.
- 10.2.6 Pre-kindergarten classes functioning as a single session shall be limited to a maximum caseload/class size of 1:8. In unforeseen circumstances this limit may be exceeded by two (2) students on a transitional basis for no more than 15 days without receiving additional compensation.
- 10.2.6.1 Beginning on the 16<sup>th</sup> day of an increase above 8 students, the affected teacher shall be compensated at a rate of 1/8 of the teacher's per diem rate of pay for each student over caseload, to be paid on a monthly basis, including the first 15 days.
- 10.2.7 **Caseloads of Resource Specialists (RSP) caseloads who do not co-teach shall be limited to a maximum caseload of 1:28. With a member's signed waiver, the caseload may be increased to 1:30 for no more than 15 days without receiving additional compensation. Any signed waivers will be submitted to the Association within 2 days of receipt by the District.**
- 10.2.7.1 **RSPs who do not co-teach Caseload compensation: Beginning on the 16<sup>th</sup> day of an RSP waiver above 28 students, the affected RSP teacher shall be compensated at a rate of 1/28 of the teacher's per diem rate of pay for each student over caseload, to be paid on a monthly basis, including the first 15 days.**
- 10.2.8 **Caseloads of RSPs who co-teach at least 50% of instructional time shall be limited to a maximum caseload of 1:23. With a member's signed waiver, the caseload may be increased to 1:25 for no more than 15 days without receiving additional compensation. Any signed waivers will be submitted to the Association within 2 days of receipt by the District.**
- 10.2.8.1 **RSPs who co-teach caseload compensation: Beginning on the 16<sup>th</sup> day of an RSP waiver above 23 students, the affected RSP teacher shall be compensated at a rate of 1/23 of the teacher's per diem rate of pay for each student over caseload, to be paid on a monthly basis, including the first 15 days.**
- 10.3 Speech Pathologist and Psychologist Caseload Limitations

10.3.1 The caseload for the Speech Pathologists shall be limited to 1:55. In unforeseen circumstances this limit may be exceeded by two (2) students on a transitional basis for no more than 15 days without receiving additional compensation.

10.3.1.1 Beginning on the 16<sup>th</sup> day of an increase above 55 students, the affected **teacher member** shall be compensated at a rate of ten (10) dollars per day for each student over caseload, to be paid on a monthly basis, including the first 15 days.

10.3.1.2 Caseloads shall be equally balanced, to the extent practicable, in the number of students.

10.3.1.3 Speech Pathologists require the following working conditions at each school site:

- 1) A quiet workspace in which to evaluate students, have confidential meetings with parents, staff, and students;
- 2) A phone in the room (for incoming and outgoing calls) for confidential phone conversations;
- 3) Internet access in the room; and
- 4) A desk, locking file cabinet, and space for supplies and materials.

**10.3.1.4 If there is a temporary increase in the number of students or shortage of school speech pathology personnel, a district-employed speech pathologist may be offered to work extra hours and will be paid their per diem wage.**

10.3.2 Psychologists shall have a district-wide average no greater than 1:1450 (current with 2011-12 Levels) with an individual caseload maximum of 1:75 students at any one time and shall be equitably distributed.

10.3.2.1 If there is a temporary increase in the number of students or shortage of school psychology personnel, a district school psychologist may choose to work extra hours and will be paid ~~his/her~~ **their** per diem wage.

10.3.2.2 If a new special education class is added to the district, there will be an increase in the FTE for school psychologists to accommodate the addition of this new class.

10.3.2.3 School psychologists require the following working conditions at each school site:

- 1) A quiet workspace in which to evaluate students, have confidential meetings with parents, staff and students;
- 2) A phone in the room (for incoming and outgoing calls) for confidential phone conversations;
- 3) Internet access in the room; and
- 4) A desk, locking file cabinet, and space for supplies and materials.

10.4 Over-limit students will not be transferred from one classroom/service provider to another as a method of avoiding paying additional compensation to a bargaining unit member if the receiving classroom would exceed the limit.

**10.5 Middle school Special Education teachers shall have an internal case management period for the purpose of case management within their work day.**

**10.5.1 Special Education co-teachers shall have a flexible preparation period separate from their case management period, one per week per co-taught class (as specified in 9.20.6).**

**10.5.2 Scheduling of the flexible preparation periods shall be determined by the person delivering the special education services with input from the General Education teacher.**

**10.6 Use of Outside Contractors**

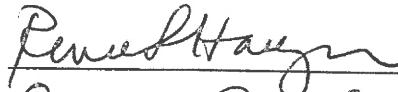
**10.6.1 Interns and people who are not fully credentialed shall only be considered for greater than 1 FTE upon agreement with LEA leadership.**


**10.6.2 Outside contractors will be hired with a no greater than 1-year contract. The District must actively recruit employees from year to year to fill these positions to prevent outsourcing work that should be done by LEA members.**

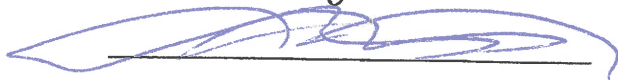
**10.6.3 Internal employees will be given preference for job placement ahead of outside contractors.**

**10.6.4 The District and LEA shall come to agreement annually regarding the number of open positions and how they shall be best filled.**

**For LEA:**

  
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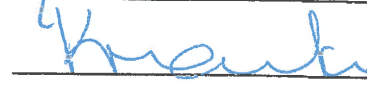
  
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**For LVJUSD:**

  
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ARTICLE 16: CLASS SIZE

16.1 Except under the conditions of Article 16.3, the District shall maintain an average class size of:

- K-3: Average of 25, no greater than 26 per teaching station
- 4-5: Average of 30, no greater than 32 per teaching station
- 6-8: Average of 30, no greater than 33 per class, except for traditionally larger classes (e.g. Band, Orchestra, Choir, Stagecraft)
- 9-12: Average of 30, no greater than 33 per class, except for traditionally larger classes (e.g. Band, Orchestra, Choir, Stagecraft)
- 6-12 PE: Average of 43, no greater than 46 per class
- **Del Valle Continuation High School: no greater than 20 per class, except for traditionally larger classes (e.g. Physical Education).**
- As used in this Article, "student(s)" includes those defined in Section 17.1 of this Agreement.

16.1.1 Class size caps may be exceeded in exceptional circumstances. A temporary exceeding of the cap is permitted for no more than ten student days per **trimester grading period**. If school administration and the teacher agree that an exceptional circumstance exists, the cap may be exceeded by no more than two students per trimester. For any instance in which a class cap is exceeded, the affected teacher shall be compensated at a rate of ten (10) dollars per day for each student over the class maximum enumerated in 16.1 of this agreement.

16.2 The maximum number of student contacts in grades 6-12 shall not exceed 190 students in a **trimester grading period**, except for PE and subjects with traditionally larger class sizes delineated in 16.1

16.3 Conditions under which maximum class size or hiring ratio may be altered shall include but not be limited to the following:

16.3.1 A change in statutory provisions or legal requirements.

16.3.2 Insufficient funds.

(In the event that there are insufficient funds to maintain the class size as indicated above, notification of this fact shall be made public to all professional personnel in the District and the Association.)

16.3.3 Determination by the school administrator and bargaining unit member(s) or the District that the educational program would be impaired.



16.3.4 Upon the approval of the Superintendent of an individual school proposal to deviate from maximum class size based on an educational program at that school.

16.4 The District shall maintain a maximum class size in grades 6-12 of not more than the number of student workstations (desk, lab station, computer station, etc.) within a classroom. A temporary exceeding cap is permitted for no more than ten student days.

16.4.1 By May 1st of each year, the District and LEA shall jointly determine which classrooms in the District can accommodate fewer than 32 students in the following school year.

16.5 Class sizes shall be equally balanced, to the extent possible, in numbers of students per class.


16.6 The principal shall, to the extent possible, apportion the number of special needs students among all classes, except when clustering is agreed to by the staff involved.

16.7 In implementing the above policy the local school administrator shall be given a maximum of four (4) school weeks in which to make arrangements and/or adjustments in the local school program or in the transference of students.

16.8 The Board will follow State Education Code and will adhere to the Educational Employment Relations Act (EERA) on all matters pertaining to class size.

16.9 The nurses shall service no more than two sites per day except in cases of emergency.

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ARTICLE 20: EMPLOYEE RIGHTS

20.1 Right to Representation

20.1.1 A unit member shall be entitled to representation by the Association, when the unit member reasonably believes a meeting is related to disciplinary action.

20.1.2 A unit member may request to have an Association representative present at a conference, whenever s/he reasonably believes discipline may result from the discussion. The meeting will be suspended to accommodate the unit member's request and shall be rescheduled to occur as soon as possible.

20.1.2.1 When an administrator has prior knowledge that disciplinary action is likely to occur, he/she will inform a unit member prior to a meeting or conference that it may be related to potential disciplinary action.

20.1.3 Refusal by a unit member to proceed with a meeting related to discipline without Association representation shall not constitute insubordination.

20.2 Just Cause/Due Process

20.2.1 The District may discipline a unit member only for just cause. Discipline shall conform to the principles and procedures of progressive discipline.

20.2.2 Unit members shall be entitled to exercise their legal right to Association representation throughout the progressive discipline process.

20.2.3 Except for the provisions of Education Code 44939 (Immediate suspension; hearing upon certain charges), 44940 (Leave of absence; certificated employee charged with mandatory or optional leave of absence offense; suspension of credentials; definitions), and 44942 (Suspension or transfer of certificated employee on ground of mental illness; examination; mandatory sick leave), discipline under this Article shall not include dismissal or suspensions for more than fifteen (15) working days.

20.3 Progressive Discipline

The principles and procedures of progressive discipline will be applied except where the serious nature of the offense may require the District to bypass progressive discipline steps set forth in this Article. Whether the serious nature of the offense required bypassing progressive discipline steps set forth in this Article is subject to Article 31, Grievance Procedure, of the Agreement except when suspension is the first and immediate step proposed to be imposed. Progressive Discipline steps will include the following:

20.3.1 Verbal Warning

A Verbal Warning is a conversation separate from regular worksite dialog, the content of which would enable a reasonable person to realize ~~s/he~~ they are being warned of unacceptable conduct. A Verbal Warning with a follow-up email is still considered to be a Verbal Warning.

20.3.2 Written Warning

The unit member will sign the written warning to acknowledge receipt and a copy may be placed in the unit member's personnel file. The unit member may file a written rebuttal for attachment to the written warning if done within fifteen (15) working days.

20.3.3 Written Reprimand

The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file. The unit member may file a written rebuttal for attachment to the written reprimand if done within fifteen (15) working days.

20.3.4 Suspension

20.3.4.1 In all instances the length of a suspension, up to fifteen (15) days, must relate to the severity of the action.

20.3.4.2 Written notice of suspension will be served in person upon the unit member by the Superintendent or designee no less than fifteen (15) days prior to the effective date of the proposed suspension. A copy will be concurrently provided to the Association President.

20.4 Notice of Suspension

The District shall notify the Association in writing concurrently with the written notification to the unit member of the proposed suspension. The notice shall contain:

20.4.1 A statement of the specific act(s), infraction(s), or omission(s) upon which the action is based;

20.4.2 A statement of the cause(s) for which action is recommended;

20.4.3 Where applicable, the Education Code section, policy, rule regulation, or directive violated;

20.4.4 The penalty proposed and effective date;

20.4.5 Copies of the documentary evidence upon which the recommendation is based; and

20.4.6 A statement of the unit member's right to challenge the proposed suspension by requesting in writing a binding arbitration hearing that shall be submitted simultaneously to the District and the Association within fifteen (15) workdays following receipt of the notice of suspension.

20.4.7 Upon receipt of the unit member's request, the arbitration procedure of Article 31, Grievance Procedure, of this Agreement shall be followed. Failure by the unit

member to meet any of the timelines set forth herein shall constitute forfeiture of his/her right to a binding arbitration hearing and the District may proceed with the proposed suspension.

20.5 Grievance Procedure

Verbal warnings, written warnings, and written reprimands may not be submitted to Article 31, Grievance Procedure, other than within the context of a suspension hearing, or regarding whether the serious nature of the offense required bypassing progressive discipline as set forth in Section 20.3. Proposed suspensions set forth in this Article may be appealed by the unit member directly to final and binding arbitration by following Section 20.4.6 above and thereafter the grievance procedure in Article

31, Grievance Procedure, of the Agreement. The proposed suspension will not be imposed until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite, in which case the unit member shall be placed on administrative leave with pay pending the outcome of the arbitration.

20.6 Confidentiality

All information or proceedings regarding any action(s) or proposed action(s) pursuant to this Article will be kept confidential by the parties to the extent required by law.

20.7 Education Code

20.7.1 This Article shall not reduce the rights of permanent bargaining unit members contained in Education Code Section 44932 (Grounds for dismissal of permanent employees) and 44944 (Conduct of hearing; decision; expenses and costs).

20.7.2 Nothing in this Article precludes or in any manner affects or reduces the District's right to initiate and pursue dismissal proceedings under the Education Code.

20.8 Personnel Files

20.8.1 The official personnel file for each unit member shall be maintained in the central administrative office of the District.

20.8.2 Bargaining unit members shall have the right to have copies of the contents of their personnel files made available to them. A reasonable fee may be charged for providing a copy of personnel files.

20.8.3 Each bargaining unit member shall have the right to examine all derogatory materials that will be filed in the personnel file maintained in the District Office. Verification of that examination shall be by signature on the derogatory material, which shall not signify agreement, only that the bargaining unit member has reviewed the material.

20.8.4 Derogatory materials shall not be entered or filed until the bargaining unit member has been given notice and an opportunity to review the materials. The bargaining unit member shall have the right to enter and have attached to any such derogatory materials his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

- 20.8.5 The author(s) of material entered into a bargaining unit member's personnel file shall date and sign the material.
- 20.8.6 The bargaining unit member shall have the right to authorize in writing a representative to examine the bargaining unit member's file, and to obtain copies of materials from the personnel file. Copies of files will only be provided after the District has verified that the bargaining unit member has actually executed the written permission.
- 20.8.7 A unit member's personnel file is confidential and access thereto shall only be on a need to know basis.
- 20.9 Public Complaints
- 20.9.1 Complaints regarding a bargaining unit member deemed by the site administrator or supervisor to be detrimental will be reported to the bargaining unit member at the earliest possible time or not later than within ten (10) days of the receipt of the complaint.
- 20.9.2 If the bargaining unit member, site administrator or immediate supervisor believe the allegations warrant a conference, the immediate supervisor shall schedule a meeting with the bargaining unit member, who may elect to coordinate a date with his/her representative. If the complainant refuses to attend, the complaint shall be dropped unless the complaint is reduced to writing and signed by the complainant.
- 20.9.3 If the matter is not resolved at the meeting, the complainant and/or the administrator may put the complaint in writing, signed and dated, and submit a copy to the bargaining unit member.
- 20.9.3.1 Complaints which are withdrawn or deemed by an administrator not to have merit shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member.
- 20.9.4 Complaints regarding sexual harassment or child abuse are not subject to this article.
- 20.9.5 No complaint shall be placed in a bargaining unit member's personnel file, unless the bargaining unit member has an opportunity to answer in writing before the material is placed in the file.
- 20.9.6 All information or proceedings pursuant to this complaint procedure shall be kept confidential by the parties to the extent required by law.
- 20.10 Indemnification of Bargaining Unit Members in Civil Actions
- 20.10.1 California Government Code Section 825 requires public entities to provide a defense to a bargaining unit member who requests the employer to defend him or her against any claim or action against him or her for any injury arising out of an act or omission occurring within the scope of employment as an employee of the public entity. There are certain limitations and requirements, which must be met to obtain such defense, including

but not limited to a requirement that the bargaining unit member reasonably, cooperate in good faith in the defense. Public entities may refuse to provide a defense under limited circumstances, including but not limited to situations when the act or omission was not within the scope of employment and when the bargaining unit member acted or failed to act because of actual fraud, corruption or actual malice. (Gov. Code Section 995.2)

20.10.2 Bargaining unit members who have questions regarding indemnification issues may contact the District Human Resources Office and the Association.

**20.11 Video Camera Monitoring**

**20.11.1 When requested by a member, the District shall:**

- 1. Provide information regarding the Location of Cameras on campuses**
- 2. Provide information as to who, other than site administration, is authorized to access and view the video(s)**
- 3. Provide the District's retention policy**
- 4. Provide access to viewing of unedited video footage relevant to the member making the request**
- 5. Maintain a copy of video footage relevant to an incident as requested by a member**

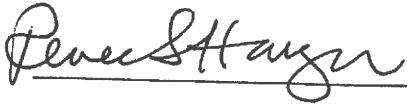
**20.11.2 The intent and purpose of the video monitoring equipment is to enhance the security of District equipment, facilities, students and staff, and respond to crisis situations more effectively.**

**20.11.3 The District shall not use the video equipment to monitor bargaining unit members' performance. If a complaint is initiated then video footage may be used as supporting evidence.**

**20.12 Listening Devices**

**20.12.1 If a classroom listening device (i.e. through a public address system or similar controlled from a location outside the classroom) is engaged, an auditory and visual signal shall be activated within the classroom first.**

LEA

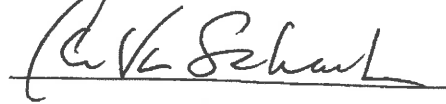
  
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ARTICLE 21: WAGES

- 21.1 The District shall maintain all aspects of the salary schedule currently in place.
- 21.1.1 ~~Extracurricular/co-curricular--The procedure for determining salary for all assignments~~ **Extracurricular/co-curricular--The procedure for the addition or modification of** extracurricular/co-curricular stipends shall be attached to and incorporated into this Agreement in Appendix C. There is no obligation on the part of the District to offer the activity. However, if the activity is offered the salary must be paid **in accordance with Appendix D** ~~to the involved bargaining unit member(s).~~
- 21.1.2 A revised list of extracurricular stipends shall be incorporated into this Agreement as Appendix D.
- 21.1.3 Department Chairpersons--The procedure for determining salary for department chairpersons shall be attached to and incorporated into this Agreement in Appendix E.
- 21.1.4 Mentoring Teachers shall receive the compensation specified in Article 13.
- 21.2 Bargaining unit members holding degrees above the Bachelor's Degree shall receive the additional pay for each and every degree as listed on the salary schedule on Appendix F.
- 21.2.1 Beginning in the 2021-22 school year, the stipend for master's and doctorate degrees shall be increased to \$1500. This increase shall be retroactive to July 1, 2021.**
- 21.2.2 A Dual Immersion teacher with a BCLAD shall receive 5% of cell C-3 on the salary schedule.**
- 21.3 Beginning with the 2017-2018 school year, bargaining unit members may receive their annual salary in eleven (11) or twelve (12) monthly installments.
- 21.4 The salary schedule shall be set forth in Appendix F which is attached to and incorporated into this Agreement.
- 21.4.1 Longevity 3 will be increased by \$1,000, retroactive to July 1, 2021.**
- 21.4.2 Longevity 4 will be increased by \$1,000, retroactive to July 1, 2021.**
- 21.4.3 The salary schedule dated 6/29/21 shall be increased 3%, including longevities, retroactive to July 1, 2021. This increase will be applied after 21.4.1 and 24.4.2 have been adjusted.**

**21.4.3.1 Appendix D stipends will be increased upon ratification, but not applied retroactively.**

21.4.4 An additional 4% compensation increase, **including longevities**, shall be applied to the salary schedule July 1, 2022.

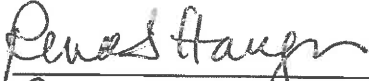

21.5 The District shall implement the tax deferral of bargaining unit member contributions to the State Teachers Retirement System also known as the STRS employer 'Pick-up'.

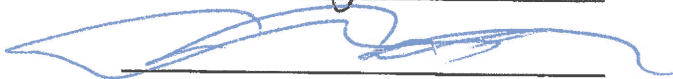
21.6 Bargaining unit members shall be credited with a year of service credit provided they work seventy-five (75) percent of the calendar days in a work year. The full-time equivalence of the bargaining unit member's assignment shall not affect the service credit granted. For illustration and not limitation, the following example is included.

Example: A bargaining unit member who teaches one-half (1/2) day (.5 FTE) for seventy-five percent of the school year shall advance one (1) year on the salary schedule and receive seniority credit for that year.

21.7 Upon ratification, the curricular rate of pay shall be \$42 per hour for the remainder of the 2021-22 school year and shall increase to \$45 per hour on July 1, 2022.


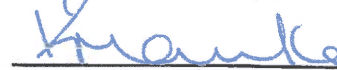
For LEA:

  
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For LVJUSD:

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

- 22.1 The District shall contract for health services for all members of the bargaining unit in a manner to be determined by LEA. The District and the LEA shall notify each other as soon as either receives notice of any planned increases.
- 22.2 Beginning July 1, 2005, LEA shall determine the use of the District contribution, as outlined in Section 22.7 below for the purchase of health benefits for its members, their spouses, their domestic partners, and their dependents. All funds must be used for the purposes outlined in this Article. Individual bargaining unit members will have funds applied toward the purchase of coverage plans for their benefit, **or the cost to opt out**, and shall not receive any individual dollars.
- 22.3 The Joint Benefits Study Committee shall continue to review and analyze these plans and other options that may become available.
- 22.4 Each bargaining unit member may elect ~~his or her~~ **their** personal health plan (medical, dental and vision) coverage from among the plans offered. When tiered, dependents shall be covered by only one health plan.
- 22.5 All full-time equivalent bargaining unit members must participate in a ~~medical~~, dental and vision coverage plan. If a **member participates in a health benefit plan** and a plan is not selected by the bargaining unit member, a plan shall be selected for them by the Association, with the Association providing notification of the plan selected to the District.
- 22.5.1 Beginning with the 2022-2023 coverage plan year, full-time members may opt out of the medical coverage plan, if and as allowed by the plan provider, including the maximum number allowed to opt out (currently 20% of full time bargaining unit members).**
- 22.5.1.1 LEA and LVJUSD will jointly develop an opt out application, which will be sent to all current bargaining unit members with the open enrollment notification in August and provided to all new hires at the time of hire. Members wishing to opt out must apply by the first Friday of instruction. Applicants will be notified of their opt-out status by the second Friday of instruction.**
- 22.5.1.2 If the number of members applying to opt out of medical benefits exceeds the maximum amount allowed by the plan provider, LEA and LVJUSD will jointly determine who is approved using the criteria set by the LEA Healthcare Committee.**
- 22.5.1.3 The following criteria, set by the LEA Healthcare Committee to determine eligibility to opt out of medical coverage if the demand is greater than allowable, are listed in numerical order with number one being the highest priority. Bargaining unit members who are:**

1. **Still on their parents insurance (under age 26) Member needs to be under age 26 for at least half the health benefit plan year Oct 1-Sept 30**
2. **Married or domestic partners both LVJUSD employees**
3. **Placed on the salary scale at or below cells A5, B4, C3, D2, or E1**
4. **Placed on the salary scale at or below cells A8, B7, C6, D5, E4, F3**
5. **With greatest seniority to least seniority in LVJUSD.**
6. **If there is a tie for capacity in a category of criteria then a lottery will determine who qualifies**

**22.5.1.4 Members who no longer qualify to opt out must notify LEA leadership and Human Resources immediately when the opt-out requirements are no longer met.**

**22.5.1.5 Criteria to opt out apply equally to temporary, probationary, and permanent employees.**

22.6 Part-time bargaining unit members are not required to participate in any plan, but may choose to participate in a medical, dental or vision plan or any combination thereof.

22.7 District contribution and bargaining unit member responsibility for payments shall be as follows:

22.7.1 Beginning in the 2015-16 school year, the contribution by the District shall be ten-thousand nine hundred (\$10,900) for each 12 months of the benefit plan year (currently October 1 to September 30) per full-time equivalent and for part-time bargaining unit members a pro rata amount based on the bargaining unit member's FTE.

22.7.2 For bargaining unit members working less than full time, the contribution by the District shall be a pro rata amount of the District contribution which would be paid if the bargaining unit member were full time. [i.e.: .3FTE = .3 x District contribution, .75FTE = .75 x District contribution]

22.7.3 For bargaining unit members working less than a full year, the District shall pay a pro rata amount of the District's contribution which would be paid if the bargaining unit member were working a full year. [i.e.: Working 4.5 months of 9 months = .5 x District contribution]

22.8 Bargaining Unit Members enrolled in plan(s) exceeding the District's contribution shall pay the extra cost through automatic payroll deduction.

22.9 Bargaining Unit Members may through use of an Internal Revenue Code section 125 plan provide for allowable expenditures through pre-tax withholdings from their salaries. Each bargaining unit member participating in the Section 125 program shall receive a notice suitable for income tax records, indicating the amount of the bargaining unit member's contributions for health plan coverage.

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

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

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

22.11.1.1 Both persons have a common residence.

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

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

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

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

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

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

22.11.2 Termination: A District domestic partnership shall terminate when any of the following occurs:

22.11.2.1 One partner gives or sends to the other partner a notarized, written notice that he or she is terminating the partnership.

- 22.11.2.2 One of the domestic partners dies.
- 22.11.2.3 One of the domestic partners marries.
- 22.11.2.4 The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health related requirements shall not constitute the cessation of common residence.
- 22.11.2.5 Upon termination of the partnership, the bargaining unit member shall notify the District by filing a Statement of Termination of Domestic Partnership (Exhibit H). The form shall include a statement whereby the bargaining unit member shall certify under penalty of perjury that he or she notified his or her domestic partner of the termination of the partnership. All benefits provided by this section shall cease as of the last day of the month following the receipt of the Statement of Termination of Domestic Partnership.
- 22.11.2.6 The Statement of Termination must be filed within thirty (30) days of the end of the domestic partnership. If the District suffers any loss as a result of the bargaining unit member's failure to file the statement, the bargaining unit member shall be liable to the District for actual loss engendered by the failure to receive notice that the District domestic partnership has been terminated.

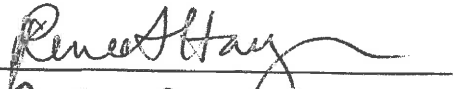

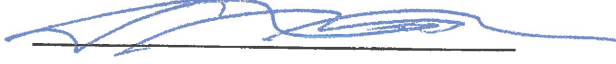
## 22.12 Application and Terms

- 22.12.1 In order to receive any benefit provided for by this section, a bargaining unit member and ~~his or her~~ their domestic partner shall complete, have notarized, and file with the District a Livermore Valley Joint Unified School District Affidavit of Domestic Partnership (Exhibit G).
- 22.12.2 The form shall also include a signed statement indicating that the bargaining unit member agrees that ~~he or she is~~ they are required to reimburse the District for any expenditures made by the District for any administrative charges or other costs on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent.
- 22.12.3 Employer-paid health coverage for the domestic partner and dependents is considered taxable income to the bargaining unit member unless the domestic partner/dependent is a dependent as that term is defined by Section 152(a) of the Internal Revenue Code. This benefit coverage is subject to federal income tax and must be reported as imputed income on the employee's Form W-2. The District must pay FICA and Medicare taxes on these amounts and ensure adequate withholding.



22.12.3.1 The non-bargaining unit member domestic partner does not have rights to continuing coverage under federal law through COBRA.

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

**For LEA:**

  
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**For LVJUSD:**

  
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ARTICLE 36: REOPENERS


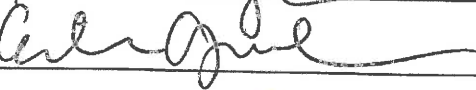
36.1 General Reopeners During Term of Agreement


36.1.1 ~~2019-2020~~: Negotiations shall commence in January 2023 for the successor agreement (2023/24 - 2025/26).

36.1.2 Articles 21 (Wages) and 22 (Health Benefits) will be reopened **annually in between full contract negotiations (2024-2025 and 2025-26)** plus three additional articles chosen by each party.


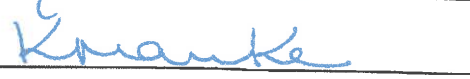
~~36.2 Article 13, Mentoring Program will be reopened in 2019-2020.~~

For LEA:

  
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For LVJUSD:

  
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For LEA: *Will*

FOR LVJUSD: *CVa Sch*

**Livermore Valley Joint Unified School District**

**2022/2023 School Calendar**

**August 2022**

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**September 2022**

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**October 2022**

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**November 2022**

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

**December 2022**

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**January 2023**

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**February 2023**

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

**March 2023**

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**April 2023**

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**May 2023**







Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**June 2023**

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**July 2023**

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

-  Non-student days
-  Teacher Work Days + 1 flex
-  Prof. Development + 1 flex
-  Begin/End of Year
-  End of Trimester
-  Legal/Local Holidays

Trimester 1 August 23 - November 18 61 days  
 Trimester 2 November 28 - March 2 56 days  
 Trimester 3 March 6 - June 8 63 days  
 Fall Conference Days TK-5: Oct. 10-11, 13-14, 17-18, 20-21  
 Spring Conference Days TK-5: March 13-14, 16-17

Workdays TK-12 - Aug 22, June 9 + one flex
Prof Develop TK-12 - Aug 18, 19 & Nov 1 + one flex

Back to School Night: Elem: 9/1, Middle: 9/8, HS: 9/7  
 Open House: Elem: 5/25, Middle: 5/31, HS: TBA

**APPENDIX C**  
**Request for Addition/Modification of Extracurricular OR Co-curricular Stipend**

A committee consisting of four members - two selected by LEA and two selected by the District - shall meet within 30 calendar days (excluding recess/breaks) of receipt of application for a new stipend to be reviewed or an existing stipend to be re-evaluated. The Committee shall review using the criteria in the request, along with any other pertinent information included in the request. If the Committee comes to a unanimous (4-0) decision, no further action is necessary and a positive decision would go to the School Board for approval. A unanimous negative decision would result in no change to Appendix D. If the decision is not unanimous, it shall then go to the bargaining teams for further negotiations within 30 days. The decision negotiated by both bargaining teams shall be considered final.

Once a decision has been reached, the result will be reported back to the submitting party. If the recommendation is affirmative and approved by the School Board the activity will be added to appendix D and paid status will commence immediately.

Application should be submitted to the Director of Human Resources.

NAME:

SCHOOL SITE:

NAME OF ACTIVITY:

DATE SUBMITTED:

DATE RECEIVED (FOR Human Resources):

**Extracurricular Stipend: (working with student groups)**

FACTOR	ESTIMATE	(Committee Notes)
Duration of activity (1 month, fall season, whole school year)		
Number of student contact hours: practice time, dressing time, performance time, and travel time.		
Average number of student participants at the midpoint of the sport or activity season per advisor/coach.		
Preparation time: pre-activity preparation and/or planning.		
Amount and type of equipment management required.		
Number of adults supervised on a regular basis.		

**Co-Curricular Stipend: (working with Department/District/Colleagues)**

FACTOR	ESTIMATE	(Committee Notes)
Duration of activity (1 month, fall season, whole school year)		
Number and Length of meetings outside the work day		



Time spent preparing for meetings		
Time spent supporting staff (if this is the nature of the position)		
Number of staff being supported		
Training hours required to hold position (if any)		

Please provide a brief description of the activity and explain why it is important/how it supports the school community. Be sure to include any details you believe are important.

Proposed Placement on Appendix D Schedule:

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(For Committee Use Only)

Instructions and Factors for Committee consideration:

Does this activity address the needs or engage special or under-represented student populations?

How does this activity help engage students and meet the goals of our District?

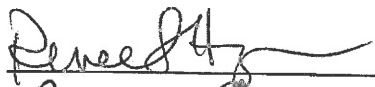

Site Admin recommendation-what is the value of this activity to the site and students?


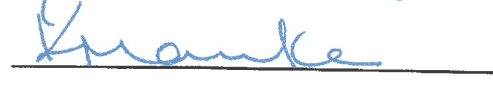
Peer Recommendation-what is the value of this activity to the site and students?

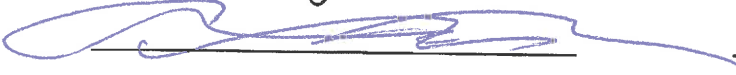
May use prior Appendix C to assign approximate points in the tables, then total points and use this table to figure approximate placement on Appendix D if approved.

For LEA:

For LVJUSD:



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**APPENDIX D**  
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT  
EXTRACURRICULAR AND CO-CURRICULAR PAY

<b>Category</b>	<b>Sport</b>	<b>Head Varsity Coach</b>	<b>Head JV Coach</b>	<b>Head Frosh Coach</b>
1	Baseball, Basketball, Football, Softball, Track	8% of C-3	85% of Varsity Coach	85% of JV Coach
2	Cross Country, Soccer, Volleyball, Water Polo, Wrestling, Swimming	7% of C-3	85% of Varsity Coach	85% of JV Coach
3	Tennis, Golf, Spirit Squad, Lacrosse	6% of C-3	85% of Varsity Coach	85% of JV Coach
4	Dance, Diving	5% of C-3	85% of Varsity Coach	85% of JV Coach
5	All Middle School Sports	3% of C-3	85% of Varsity Coach	85% of JV Coach

**Assistant Coaches**

Level 1 Assistant, any sport \$1700

Level 2 Assistant, any sport \$1200

Level 3 Assistant, any sport \$700

**Athletic Directors**

High School: 10% of C-3

Middle School: 7% of C-3

High School Assistant AD: 5% of C-3

<b>Category</b>	<b>Titles</b>	<b>Stipend</b>
A	Band Director (HS), Leadership Advisor (HS), Mod/Severe Teacher	8% of C-3
B	Choral Director (HS), Orchestra Director (HS), Ag Judging Team, Band Director (MS), <del>Dual Immersion Teacher with BLCAD</del> , Jazz Band (HS)	5% of C-3

C	Leadership Advisor (MS), Yearbook Advisor (HS), Debate/Mock Trial, <b>Director</b> , Musical (HS, per production), Color Guard (HS), Orchestra (MS), Choral Director (MS), <b>Musical Production Instrumental Director/Conductor (HS), Musical Production Vocal Director (HS)</b>	4% of C-3
D	<b>Director</b> (Drama, per production), Yearbook Advisor (MS), Newspaper (HS), Elementary and MS Leadership Team, Color Guard (MS)	3% of C-3
E	Co-teaching, Site Curricular Lead, Site Tech Lead, EL Liaison, <b>Site Testing Coordinator</b>	2% of C-3

Beginning in 2017-2018 school year Stipend for overnight trips: \$125 per night  
Update 2/5/2022

### Longevities for High School Head Coaches

Coaches of high school sports who are currently LEA bargaining unit members in the District receive longevities based upon the number of consecutive years they have coached the same sport with the District.

Longevity Number	Consecutive Years	Longevity Stipend	Longevity Total
1	3	\$283	\$283
2	6	\$283	\$566
3	9	\$283	\$849
4	12	\$283	\$1132

### Longevities for Middle School Head Coaches

Coaches of middle school sports who are currently LEA bargaining unit members in the District receive longevities based upon the number of consecutive years they have coached the same sport with the District. For all middle school coaches, the years will begin with the 2016-2017 school year.

Longevity Number	Consecutive Years	Longevity Stipend	Longevity Total
1	3	\$142	\$142
2	6	\$142	\$284
3	9	\$142	\$426
4	12	\$142	\$568

**High School athletic directors shall be eligible to receive a maximum of 40 loggable hours for summer work at the per diem rate.**

For LEA:

Renee Haugen  
Alan Guel

[Signature]

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For LVJUSD:

[Signature]  
Kolanka

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\_\_\_\_\_

Memorandum of Understanding (MOU) between  
Livermore Valley Joint Unified School District (LVJUSD) and Livermore Education Association (LEA)

Middle School Prep  
Date: 2/7/22

LVJUSD and LEA are committed to creating, negotiating, and implementing a schedule that will provide an internal preparation period for middle school teachers to be submitted for Board approval.

By May 10, 2022, a committee will be formed consisting of 12 people: 1 LVJUSD leadership person, 1 LEA leadership person (to serve as co-facilitators), 5 LEA members and 5 LVJUSD administrators. The goal of the committee will be to determine the implementation year of a schedule for middle school which includes a preparation period within the student instructional day.

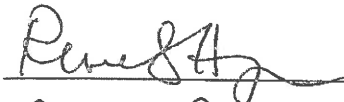
The purpose of the committee is to:

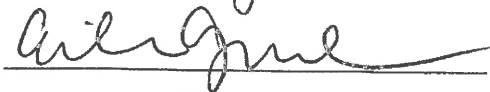
- Determine an educationally sound schedule that includes a preparation period for teachers internal to the student instructional day, thereby increasing the number of instructional minutes available to middle school students.
- Determine the implementation date based on work that will need to be done to implement the schedule such as additional classroom space, hiring of staff, and costs.

The committee shall finish this work in no later than November 15, 2022.

Upon the completion of the committee work, Article 9.15 Grades 6-8 (Middle Schools) will be reopened to modify the language for middle school prep to reflect preparation period internal to the instructional day and insert the year of implementation.

For LEA:

  
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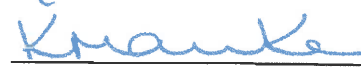
  
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For LVJUSD:

  
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Memorandum of Understanding (MOU) between  
Livermore Valley Joint Unified School District and the Livermore Education Association

Work Year for the 2022-2023 School Year

Date: 2/7/22

For the 2022-2023 school year the bargaining unit work year shall be 180 student instructional days, three (3) bargaining unit member workdays, and four (4) professional development days for a total of 187 days with the following exceptions: psychologists, nurses and counselors.

Psychologists shall work 197 days, including four (4) professional development days

Nurses shall work 197 days, including four (4) professional development days

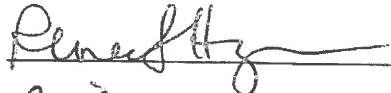
Counselors shall work 197 days, including four (4) professional development days.

The restrictions from Article 8.2 of the collective bargaining agreement remain in effect for the period of this MOU.

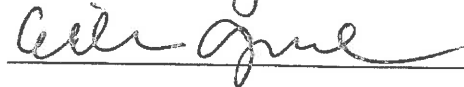
This MOU expires June 30, 2023

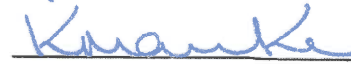
For LEA:

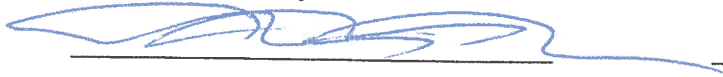
For LVJUSD:

  
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