

COLLECTIVE BARGAINING AGREEMENT

LeGrand Union High School Teachers Association

and

LeGrand Union High School District

July 1, 2021 to June 30, 2024

TABLE OF CONTENTS

ARTICLE 1:	TERM	1
ARTICLE 2:	RECOGNITION	2
ARTICLE 3:	NEGOTIATION PROCEDURES	3
ARTICLE 4:	GRIEVANCE PROCEDURE	4
ARTICLE 5:	LEAVES	6
ARTICLE 6:	TRANSFER AND REASSIGNMENT	16
ARTICLE 7:	EVALUATION	18
ARTICLE 8:	PEER ASSISTANCE AND REVIEW (PAR)	20
ARTICLE 9:	WORKDAY AND WORKYEAR	23
ARTICLE 10:	SALARY	27
ARTICLE 11:	ADJUNCT DUTIES	26
ARTICLE 12:	SAVINGS	28
ARTICLE 13:	EARLY RETIREMENT	29
ARTICLE 14:	ASSOCIATION RIGHTS	30
ARTICLE 15:	DISTRICT RIGHTS	33
ARTICLE 16:	HEALTH BENEFITS	34
ARTICLE 17:	DRESS CODE	35
ARTICLE 18:	DRUG TESTING	36
ARTICLE 19:	MERIT AWARDS	37

ARTICLE 20: PERSONNEL FILES/PROGRESSIVE DISCIPLINE	38
ARTICLE 21: PUBLIC COMPLAINTS	41
ARTICLE 22: THE AGREEMENT	42

ARTICLE 1

TERM

- 1.1 This collective bargaining agreement between the Le Grand Union High School District (“District”) and the California Teachers Association/National Education Association/Le Grand Union High School Teachers Association (“Association” or “CTA/LGUHSDTA”), is entered into on **June 23, 2021** pursuant to the provisions of the Education Employees Relations Act (“EERA”), Government Code section 3540 et. seq. The term of this Agreement shall be from July 1, **2021** to June 30, **2024**.
- 1.2 The parties agree to re-opener negotiations for the **2022-2023** and **2023-2024** school years. Negotiations will occur on salary, health and welfare benefits, and two (2) articles chosen by each party.
- 1.3 This Agreement is intended to cover all matters relating to wages, hours and working conditions.
- 1.4 This Agreement shall continue until a new agreement is reached, or until the impasse procedures of the EERA are exhausted, whichever comes first.

ARTICLE 2

RECOGNITION

- 2.1 All full-time certificated positions shall be included within the bargaining unit except management, supervisory, and confidential employee positions, long-term substitutes employed for one semester or less in a school year, day-to-day substitutes, retirees who return to service and are employed in a temporary capacity, summer school teachers who are not regular employees of the District, and the positions of counselor, school psychologist, and school nurse if such a position exists.

ARTICLE 3

NEGOTIATION PROCEDURES

- 3.1 No later than March 15 of the school year in which this Agreement expires or in which there is a reopener, the Association shall submit its initial proposal to the Governing Board. The Board will sunshine the Association's initial proposal at its next regularly scheduled meeting. The Governing Board will thereafter "sunshine" its initial proposal and then adopt the initial proposal at a public meeting. The parties will thereafter meet and negotiate.
- 3.2 Nothing in this Article prohibits the parties from meeting at other times for discussion or in response to a demand to bargain items covered in the EERA.
- 3.3 Upon ratification of the Agreement by both parties, the District will prepare and distribute a copy of the Agreement to each employee. The District will also post a copy of this Agreement on the District's website.

ARTICLE 4

GRIEVANCE PROCEDURE

4.1 General Provisions

- 4.1.1 The purpose of this Article is to provide a procedure for consideration of grievances. A grievance is an allegation that the District has violated, misapplied, or misinterpreted the Agreement.
- 4.1.2 Grievances may be filed by the Association or by an individual member of the Association, who shall be known as the “grievant.”
- 4.1.3 The grievant and District will attempt to resolve all grievances at the lowest possible level.
- 4.1.4 The timelines in this grievance procedure shall be interpreted strictly. If the District fails to meet its decision deadlines, the grievant shall be entitled to appeal to the next higher level. If the grievant fails to meet a deadline, he or she waives the right to further pursue the grievance. The parties may extend any timeline by mutual agreement. An employee who has filed a grievance may withdraw the grievance at any time.
- 4.1.5 The grievant must follow the direction of his/her supervisor while pursuing the grievance process. The grievant is not required to follow an unlawful directive from the supervisor.
- 4.1.6 The grievant has the right to have an Association representative present at any level of the grievance procedure.
- 4.1.7 Grievance processing meetings will be scheduled at times which do not interfere with the regular work day. However, if the District needs to schedule a grievance meeting during a workday, release time will be granted to the grievant, the grievant’s representative, and any other employee required to participate as a witness.
- 4.1.8 An employee who has filed a grievance may withdraw the grievance at any time. However, grievances which unresolved affect the Association’s and the District’s shared understanding of the Agreement may be continued by the Association.
- 4.1.9 A “day” shall mean any day when unit members are working, excluding summer school.

4.2 Procedure

- 4.2.1 Level 1 - Informal Level. Within twenty (20) days after the grievant knew, or reasonably should have known of the circumstances which form the basis for the grievance the grievant shall present his/her grievance orally to the site principal.
- 4.2.2 Level 2 – Written Formal Level. If an informal resolution is not reached at the meeting between the grievant and his/her site principal, the grievant may file a formal grievance in writing on the official grievance form attached as Appendix D to this Agreement. The formal written grievance must be filed with the Superintendent or designee within ten (10) days after the informal meeting with the site principal. The Superintendent or designee shall have ten (10) work days to respond in writing to the grievance.
- 4.2.3 Level 3 – Mediation. If the grievant is not satisfied with the decision at Level 2, the grievant may, within ten (10) days of issuance of the Superintendent's or designee's decision, submit the grievance to mediation with a mediator designated by the State Mediation and Conciliation Service. The Association will file the written request for mediation form with the State Mediation and Conciliation Service.
- 4.2.3.1 If an agreement is reached at mediation, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall constitute a settlement of the grievance.
- 4.2.3.2 If the grievance is not resolved with the assistance of the mediator, the grievant or Association may proceed to Level 4.
- 4.2.4 Level 4 – Board Hearing. If the grievance is not resolved at Level 3, the grievant and/or Association may, within ten (10) days of the last mediation meeting, file a written request to the Superintendent or designee for a hearing before the Governing Board. The grievant must obtain the written approval of the Association in order to appeal the grievance to Level 4. The Governing Board will, if practicable, consider the grievance at its next regularly-scheduled meeting. The decision of the Governing Board is final.

ARTICLE 5

LEAVES

5.1 Sick Leave

- 5.1.1 Full-time certificated employees are entitled to ten (10) days leave of absence with full pay for personal illness or injury per school year. An employee who works less than five (5) days per week shall be granted sick leave in proportion to assigned hours of work. Sick leave shall be taken in minimum thirty (30) minute increments.
- 5.1.2 An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. An employee who does not complete a given year of service shall have deducted from his or her final paycheck any unearned sick leave used as of the date of separation from service.
- 5.1.3 Unused days of sick leave shall be accumulated from year to year without limitation. At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.
- 5.1.4 Any certificated employee who leaves the District after at least one year of employment and accepts a certificated position in another California school district, county office of education, or community college district within one year shall have transferred with him/her the total amount of accumulated sick leave. The District shall not require new employees to waive their sick leave accumulated in a previous California school district, county office of education, or community college district.
- 5.1.5 Sick leave may be used for:
- a. Cases of temporary inability to perform duties because of illness, accident or quarantine, whether or not the cause of absence arises out of and in the course of employment.
 - b. Absences due to pregnancy, miscarriage, childbirth and recovery.
 - c. Medical and dental appointments
- 5.1.6 An employee shall notify the District of his/her need to be absent as soon as such need is known so that substitute services may be secured. This notification shall include an estimate of the expected duration of the absence. If the absence becomes longer than estimated, the employee shall notify the District not later than 3 p.m. of the day preceding the day on which the employee intends to return

to work. If failure to so notify the District results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

5.2 Extended Illness or Injury Leave

5.2.1 After all available paid sick leave has been exhausted, a certificated employee shall receive the difference between his/her salary and the salary actually paid a substitute, or if no substitute was hired the amount a substitute would have been paid according to the substitute salary schedule, during any period of absence due to illness or injury up to five (5) months.

5.2.2 After five (5) months, if a certificated employee has exhausted all available sick leave and is not medically able to resume his/her duties with or without reasonable accommodation, the employee shall be placed either in another position or on a reemployment list.

a. If the employee is on probationary status, he/she shall be placed on the reemployment list for twenty-four (24) months beginning at the expiration of the five (5) month period.

b. If the employee is permanent, he/she shall be placed on the reemployment list for thirty-nine (39) months.

c. During the period on the reemployment list, if the employee becomes medically able, he/she shall be returned to employment in a position for which he/she is credentialed and qualified.

5.2.3 The District shall be able to satisfy its legal obligations under state and federal law pertaining to disabled employees by negotiating reasonable accommodations directly with affected employees.

5.3 Verification Requirements

5.3.1 For any absence due to mental or physical illness or injury, the employee shall verify the absence by submitting a completed electronic form on the District's attendance program. Current paper forms/processes will be accepted in the 21-22 school year, after June 30, 2022 paper forms will no longer be accepted. The Superintendent or designee may require additional verification by the employee's physician, chiropractor, physician's assistant, or nurse practitioner whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever substantial evidence indicates that an absence is not related to illness or injury.

5.3.2. If the District doubts the validity of an absence, the District may require the employee to obtain a second opinion from a health care provider selected by the

District and at District expense. If the second opinion is contrary to the first, the District may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the District, again at District expense. The third medical opinion shall be conclusive.

5.3.3 Before returning to work, an employee who has been absent for surgery, hospitalization, or an absence of more than ten (10) consecutive work days may be asked to submit a letter from his/her physician stating that he/she is able to return to work with or without restrictions. The District may require the employee to obtain a second opinion from a health care provider selected by the District at District expense. If the second opinion is contrary to the first, the District may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the District, again at District expense. The third medical opinion shall be conclusive.

5.4 Industrial Accident/Illness Leave

5.4.1 In each school year, a certificated employee is entitled to sixty (60) work days of leave for any single industrial accident or illness. Allowable industrial accident/illness leave shall not accumulate from year to year.

5.4.2 When a certificated employee is absent from duty because of an industrial accident or illness:

- a. Industrial accident/illness leave shall start on the first day of absence.
- b. The employee shall be paid such portion of the salary due for any month in which the absence occurs, so that when added to the temporary disability indemnity check provided the employee, will result in a payment to the employee of not more than his/her full salary.
- c. Industrial accident/illness leave shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award.
- d. When an industrial accident or illness leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due the employee for the same illness or injury.

5.4.3 Upon expiration of allowable leave for an industrial accident or illness, the employee may use sick leave. If the employee continues to receive temporary disability indemnity, he/she may elect to take as much of the accumulated sick leave which, when added to the temporary disability indemnity, will result in a payment to the employee of not more than the employee's full salary.

5.4.4 During any paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. In those cases, the District shall issue appropriate salary warrants for payment of the employee's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

5.4.5 Any employee receiving benefits under this leave shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

5.5 STRS Disability Leave

5.5.1 The Governing Board may grant a leave of absence to any certificated employee who has applied for disability benefits, not to exceed thirty (30) days beyond final determination of the employee's eligibility for disability benefits by the State Teachers' Retirement System (STRS). If the employee is determined to be eligible, that leave shall be extended for the term of the disability, but not more than thirty-nine (39) months.

5.6 Bereavement Leave

5.6.1 Employees are entitled to a leave of up to three (3) days, or five (5) days if the bereavement necessitates one-way travel of at least one hundred fifty (150) miles, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled.

5.6.2 Members of the immediate family include the mother, father, grandmother, grandfather, or grandchild of the employee or of the employee's spouse, the employee's spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, aunt or uncle, or any relative living in the employee's immediate household.

5.7 Personal Necessity Leave

5.7.1 Employees may use up to seven (7) days of their accrued sick leave during each contract year for reasons of personal necessity.

Acceptable reasons for the use of personal necessity leave include:

- a. Death of a member of the immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions.

- b. An accident involving the employee's person or property or the person or property of a member of the employee's immediate family, such accident must be:
 - 1) serious in nature;
 - 2) involve circumstances the employee cannot reasonably be expected to disregard; and
 - 3) require the attention of the employee during his/her assigned hours of service.
- c. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or other order.
- d. Imminent danger to the home of the employee, occasioned by a factor such as a flood or fire, serious in nature, which under the circumstances cannot reasonably be disregarded, and which requires the attention of the employee during assigned hours of service.
- e. Weddings of members of the immediate family.
- f. Graduation or commencement ceremonies for a member of the immediate family.
- g. Observance of religious holidays formally celebrated by recognized religious groups and denominations which fall during assigned hours of service.
- h. Other personal necessities may be allowed at the discretion of the Superintendent.

5.7.2 Up to a total of three days of the seven (7) days of personal necessity leave may be used for personal business, the nature of which need not be disclosed to the Superintendent.

5.7.3 An employee is entitled to use up to five (5) days of sick leave for illness of the employee's child, parent, or spouse even if employee has used up his or her personal necessity leave for other reasons in any given year.

5.7.4 Whenever possible, employees shall request personal necessity leave in advance and shall prepare suitable lesson plans for a substitute employee.

5.8 Family Care and Medical Leave

5.8.1 Certificated employees shall be entitled to family care and medical leave pursuant to the federal Family and Medical Leave Act (FMLA) and the California

Family Rights Act (“CFRA.”) To be eligible, an employee must have served the District for at least twelve (12) months and must have at least 1,250 hours of service with the District during the previous 12-month period.

5.8.2 Family care and medical leave may be used for the following reasons:

- a. Because of the birth of the employee’s child, and in order to care for the child.
- b. Because of the placement of a child with the employee for foster care or in connection with the employee’s adoption of the child.
- c. To care for the employee’s child, parent or spouse who has a serious health condition.
- d. Because of the employee’s own serious health condition that makes the employee unable to perform the functions of his/her position.

5.8.3 Family care and medical leave shall not exceed 12 work weeks during any 12-month period. The 12-month period in which the 12 work weeks of leave entitlement occur shall commence on the date the employee’s family care or medical leave begins. The 12 work weeks of family care or medical leave shall run concurrently with other paid leaves from the date of employer notice that the employee has qualified for such leave, except that the 12 work weeks of family care and medical leave shall run consecutively to any leave taken because of disability on account of pregnancy, childbirth, or related medical conditions. (See Pregnancy Disability Leave/Bonding Leave 5.15.)

5.8.4 Certificated employees shall provide reasonable advance notice to their immediate supervisor of the need for use of family care or medical leave, if practicable.

5.8.5 The District may require that the employee provide verification that the leave was taken for the purpose specified by the employee.

5.8.6 Additional terms and conditions pertaining to this leave are set forth in Administrative Regulation 4161.8 which is hereby incorporated by reference into this Agreement and as this Administrative Regulation may be updated from time-to-time.

5.9 Jury Duty Leave

5.9.1 Employees shall be granted leave for jury duty with pay up to the amount of the difference between the employee’s regular earnings and any amount received as juror’s fees

5.10 Domestic Violence Leave

5.10.1 Pursuant to Labor Code sections 230 and 230.1 an employee who is a victim of domestic violence and has no personal necessity leave remaining may take sick leave or time off work without pay to obtain or attempt to obtain a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the employee or child.

5.10.2 An employee who is a victim of domestic violence may take sick leave or time off work without pay to attend to the following activities:

- a. Seek medical attention for injuries caused by domestic violence.
- b. Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence.
- c. Obtain psychological counseling related to an experience of domestic violence.
- d. Participate in safety planning and take other actions to increase safety from future domestic violence, including temporary or permanent relocation.

5.10.3 Prior to taking time off, an employee shall give reasonable notice to his/her site principal, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide sufficient certification of the absence from the police, a court, or a medical professional, domestic violence advocate or counselor.

5.11. Volunteer Firefighter Leave

5.11.1 An employee who is a volunteer firefighter may take time off without pay to perform emergency duty as a firefighter.

5.11.2 An employee who is a volunteer firefighter shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of fourteen (14) days per calendar year for the purpose of engaging in fire or law enforcement training.

5.12. Military Leave

5.12.1 Military leave will be provided employees as required by State and federal law. An employee must submit a copy of his or her military orders in order to be entitled to this leave.

5.13 Long-Term Unpaid Leave

5.13.1 With Board approval, employees may receive a long-term leave of absence without pay and without step, seniority, service credit, or District-paid health benefits for a period of up to one school year.

5.13.2 Applications for long-term unpaid leave shall be made in writing and shall state the purpose for which leave is requested.

5.13.3 All long-term leave agreements shall be in writing and shall state the terms and conditions of the leave, including the conditions governing the employee's return.

5.13.4 At the end of a long-term leave, the employee shall be reinstated in a position at the same full-time equivalency as that held at the time leave was granted, unless otherwise agreed upon.

5.14 Catastrophic Leave Program

5.14.1 Definitions:

- a. "Catastrophic illness" or "catastrophic injury" means an illness or injury that is expected to incapacitate the bargaining unit member for an extended period of time, and because he or she has exhausted all of his or her sick leave and other paid time off.
- b. "Catastrophic leave credit" means sick leave donated to one unit member from another unit member's accrued sick leave.

5.14.2 Eligibility:

Catastrophic leave credit may be donated to a bargaining unit member for a catastrophic illness or catastrophic injury if all the following requirements are met:

- a. The bargaining unit member receiving the donation is a full-time employee.
- b. The impacted bargaining unit member requests in writing that catastrophic leave credits be donated and provides verification from a physician of a catastrophic illness or catastrophic injury.
- c. The unit member requesting donation of sick leave has exhausted all accrued sick leave credits and long term illness/injury leave.

- d. Any employee who wishes to receive the catastrophic illness benefit as a result of illness or disability which qualifies for Workers' Compensation benefits shall not receive more than a full day's compensation.

5.14.3 Procedure:

- a. An eligible bargaining unit member who wishes to receive catastrophic illness benefit must request in writing to the Association and to the District that sick leave donations be solicited on their behalf. The request must be accompanied by verification of the catastrophic illness or injury.
- b. Donations will be solicited by a joint announcement of the Association and District on behalf of the individual who meets the requirements of this benefit. A list of eligible donors will be established. If additional days are needed, a second solicitation will be made upon the unit member's request.
- c. Once a commitment to donate leave has been made by a member, that commitment cannot be revoked for that school year.
- d. The minimum amount a unit member may donate is one (1) day leave per school year. The maximum amount a unit member may donate is ten (10) days leave per school year. Days shall be donated and granted on the basis of full days.
- e. Unit members must maintain a minimum of fifteen (15) sick days in order to contribute.
- f. Donated catastrophic leave credits may be used by the recipient for no longer than twelve (12) consecutive calendar months following the onset of each catastrophic absence.
- g. One day of leave will be used from each donor before a second day is utilized from any other donor. This sequential process will be repeated for all donation rounds thereafter. At the end of the school year (school fiscal year: July 1-June 30) the list of potential donors will expire. Any unused sick leave donations will be returned to the donor. This process will be repeated as needed each year.
- h. All donations are to remain confidential from the membership and the recipient.

5.15 Pregnancy Disability Leave/Bonding Leave

5.15.1 A female employee who is disabled due to pregnancy, childbirth, or a related medical condition is entitled to pregnancy disability leave (PDL). PDL is not subject to eligibility requirements for other FMLA and CFRA leaves, such as minimum hours worked or length of service.

5.15.2 Eligible employees are entitled up to four (4) months of PDL. Entitlement to PDL and CFRA are separate and distinct leave entitlements.

5.15.3 Pregnancy as a “serious health condition” is covered under federal law as part of FMLA leave and may run concurrently with PDL. At the end of the employee's pregnancy disability leave under FMLA, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 weeks for the reason of the birth of her child, if the child has been born by this date.

5.16 Paid Parental Leave/Baby-Bonding Leave

5.16.1. Unit members may choose to take up to twelve (12) workweeks of leave under the California Family Rights Act (“CFRA”) and provisions of the Education Code for the birth of the unit member’s child, or placement of a child with the unit member in connection with adoption or foster care of the child (referred to as baby-bonding leave).

5.16.2. Sick Leave will be applied toward the twelve (12) workweeks of baby-bonding leave unless a unit member notifies the District in advance, in writing, that he or she does not wish to apply Sick Leave toward the baby-bonding leave. *However, Article 5.16.3 requires sick leave be exhausted prior to Extended Illness Leave being applied.*

5.16.3. Extended Illness Leave will be applied toward the twelve (12) workweeks of baby-bonding leave after all Sick Leave is exhausted. A unit member may notify the District in advance, in writing, that he or she does not wish to apply Extended Illness Leave toward baby-bonding leave. Extended Illness Leave will not be applied toward baby-bonding until all Sick Leave is exhausted.

5.16.4. The twelve (12) workweeks of baby-bonding leave must be used within twelve (12) months of the child’s birth or placement of the child for adoption/foster care.

5.16.5. A unit member is entitled to one (1) twelve (12) workweek period of baby-bonding leave per fiscal year.

5.16.6. A unit member does not have to meet the 1,250 hours of service in the prior twelve (12) months with the District to be eligible for paid parental leave.

5.16.7. A union member must have been employed by the District for twelve (12) months to be eligible for paid parental leave.

ARTICLE 6

TRANSFER AND REASSIGNMENT

6.1 Definitions

- 6.1.1 "Reassignment" is a change in subject area or a change in grade level.
- 6.1.2 "Transfer" is a change in work location from one campus to another.
- 6.1.3 "Vacancy" is an opening for a regular position which exists due to a bargaining unit member leaving the district and occurs after the District has made any transfers due to making accommodations which are needed to satisfy its obligations under State and federal disability laws.

6.2 Voluntary Transfer/Reassignment

- 6.2.1 The District will notify all certificated employees of certificated vacancies in a timely manner by prominently posting the notice of vacancy on a bulletin board at each school site.
- 6.2.2 The District will specify the number of days for employees to apply for the vacancy which may vary from three (3) to fourteen (14) days depending on the needs of the District.
- 6.2.3 The District's decision to fill the vacancy shall be based on factors which include, but are not limited to:
 - a. Credentialing
 - b. District Seniority
 - c. Training/Experience
 - d. Skills as documented by performance evaluations
- 6.2.3.1 If two or more current employees apply and are equally qualified, the certificated employee with the most seniority in the District will receive the transfer/reassignment to the vacant position.
- 6.2.4 After interested bargaining unit members have been considered, the District reserves the right to recruit outside applicants for any vacant position if it believes doing so would be in the best interests of students and the instructional program.
- 6.2.5 Employees shall maintain all degrees, credentials and qualifications held at the time they were hired by the District so as to afford the District flexibility in assignment. The District may bind an employee upon initial hire to maintaining

all credentials and qualifications needed for the positions for which they were hired if such language is included in their initial contract.

6.3 Involuntary Transfer/Reassignment

- 6.3.1 Prior to initiating an involuntary transfer/reassignment, the Superintendent will meet with the affected employee(s) to discuss the proposed transfer/reassignment.
- 6.3.2 The affected employee may request that the Superintendent provide the reason for the involuntary transfer/reassignment in writing.
- 6.3.3 If a certificated employee is notified of the involuntary transfer/ reassignment after July 15 he/she shall be entitled to up to three (3) days of paid release time, if requested by the employee, in order to prepare for the new assignment.

ARTICLE 7

EVALUATION

- 7.1 Certificated staff shall receive information regarding the District's evaluation criteria and procedures upon employment with the District and whenever the negotiated contract is revised. The evaluation criteria shall include the "Standards for the Teaching Profession" as adopted by the State Board of Education and the California Commission on Teacher Credentialing in 1997, and the "Critical Teaching Attributes" as shown in appendix "G."
- 7.2 Certificated employee performance shall be evaluated and assessed on a continuing basis, at least once a year for probationary staff and at least every other year for permanent staff. Permanent employees who receive an unsatisfactory evaluation shall be assessed annually until they receive a satisfactory evaluation or are separated from the District.
- 7.3 Probationary teachers shall be formally observed and given constructive feedback at least once each semester and more often when necessary, as part of the evaluation process. Within three school days of each formal observation, a conference shall be held between the evaluator and the probationary teacher.
- 7.4 The Superintendent or designee shall assess the performance of certificated instructional staff as it reasonably relates to the following criteria:
 - 7.4.1 Students' progress toward District standards of expected achievement for their grade level in each area of study and, if applicable, towards the state-adopted content standards as measured by state-adopted criterion-referenced assessments
 - 7.4.2 The instructional techniques and strategies used by the employee
 - 7.4.3 The employee's adherence to curricular objectives
 - 7.4.4 The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities
- 7.5 The evaluation of certificated employee performance shall not include the use of publishers' norms established by standardized tests.
- 7.6 Evaluations shall include recommendations, if necessary, as to areas in need of improvement in the employee's performance. If an employee is not performing satisfactorily according to teacher standards approved by the Board pursuant to Education Code section 44662, the Superintendent or designee shall so notify the employee in writing and describe the unsatisfactory performance. The Superintendent or designee shall confer with the employee, make specific recommendations as to

areas needing improvement and endeavor to provide assistance to the employee in his/her performance.

- 7.7 The Superintendent or designee may require any instructional employee who receives an unsatisfactory rating in the area of teaching methods or instruction to participate in a program designed to improve appropriate areas of performance and to further student achievement and the District's instructional objectives.
- 7.8 Any employee who receives an unsatisfactory rating in the area of teaching methods or instruction shall participate in the District's peer assistance and review program. Results of an employee's participation in the peer assistance and review program shall be made available as part of the employee's evaluation.
- 7.9 Certificated instructional employees shall receive a written copy of their evaluation no later than 30 days before the last day of the school year in which the evaluation takes place. Before the last day of the school year, the employee and the evaluator shall meet to discuss the evaluation.
- 7.10 Certificated employees shall have the right to respond in writing to their evaluation. This response shall become a permanent attachment to the employee's personnel file.
- 7.11 Permanent teachers who receive an evaluation with any categories marked unsatisfactory or needs improvement may be evaluated on an annual basis until performance improves.
- 7.12 The evaluation form which shall be used to document employee performance is attached as Appendix C.

Personnel Files

- 7.13 A personnel file will be kept on each employee and maintained in confidence at the District Office and accessed only on a "need to know" basis.
- 7.14 Information of a derogatory nature shall not be entered into an employee's personnel file unless the employee is given 10 work days notice and an opportunity to review and comment on that information.
- 7.15 An employee shall have the opportunity to inspect their personnel file during the duty day but not during instructional time.

ARTICLE 8

PEER ASSISTANCE AND REVIEW (PAR)

Joint Panel

- 8.1 The joint teacher-administrator peer review panel shall:
- 8.1.1 Select teachers to serve as consulting teachers and submit their name(s) to the Superintendent or his designee(s) for approval
 - 8.1.2 Review peer review reports prepared by consulting teachers
 - 8.1.3 Make recommendations to the Board of Trustees regarding participants in the peer assistance and review program including forwarding to the Board the names of individuals who, after sustained assistance, have been unable to demonstrate satisfactory improvement
 - 8.1.4 Annually evaluate the impact of the program in order to improve the program, including but not limited to, interviews or surveys of program participants, and submit any recommendations for improvement to the Board and exclusive representative of certificated employees in the District
 - 8.1.5 Adopt appropriate procedures for the panel's operation, consistent with Board policy and the underlying statutory provisions.
- 8.2 The panel shall consist of three members, the majority of whom shall be classroom teachers. Two members shall be selected to serve on the panel by a vote of the classroom teachers, to be held each September. One member of the panel shall be a certificated administrator who shall be selected to serve on the panel by the Superintendent or his designee each September.

Voluntary and Involuntary Participation

- 8.3 Teachers may volunteer to participate in the program or may be referred as a result of an unsatisfactory rating in their performance evaluation. Teachers also may be referred pursuant to a collective bargaining agreement.
- 8.4 A teacher shall be referred to the program upon receipt of an unsatisfactory performance evaluation. Once referred, the teacher may not withdraw from the program without approval of both the panel and the site administrator. An unsatisfactory evaluation should mean one in which a teacher receives any "unsatisfactory" indication or at least two "needs to improve" indications.

- 8.5 Any classroom teacher with permanent status who has not been involuntarily assigned may volunteer to participate in the program for the purpose of obtaining peer assistance to improve performance. A voluntary participant may withdraw from the program at any time. A voluntary participant will not receive a performance review from the Consulting Teacher unless the participant so requests. Volunteers will be accepted into the program subject to available funding, after all involuntary participants have been included.
- 8.6 A teacher participating in the program shall be a permanent employee of the District.

Selection of Consulting Teachers

- 8.7 Consulting teachers shall be selected by the majority vote of the joint teacher-administrator peer review panel. The selection process shall include provisions for the panel to observe the candidate's classroom.
- 8.8 A consulting teacher may be an employee of a different school District.
- 8.9 A teacher selected to serve as a consulting teacher shall:
 - 8.9.1 Have substantial recent experience in classroom instruction
 - 8.9.2 Have demonstrated exemplary teaching ability as indicated by, at a minimum, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of students in different contexts
 - 8.9.3 Be a credentialed classroom teacher with permanent status in the District

Program Components

- 8.10 The District's peer assistance and review program shall include:
 - 8.10.1 Written performance goals for an individual teacher that are clearly stated, aligned with student learning and consistent with the evaluation criteria specified in Education Code section
 - 8.10.2 Assistance and review through multiple observations of a teacher during periods of classroom instruction
 - 8.10.3 A cooperative relationship between the consulting teacher and the principal with respect to the process of peer assistance and review
 - 8.10.4 Sufficient staff development activities to assist a teacher to improve his/her teaching skills and knowledge

8.10.5 A monitoring component with a written record

- 8.11 As soon as possible after assignment to active status, the Consulting Teacher, Participating Teacher and site administrator will meet to review the employee's performance and recommendations for improvement. The Consulting Teacher will then prepare an Assistance Plan, which will include goals and objectives for improvement and a projected date for completion, which will ordinarily be at the end of the current school year. The plan will be submitted to the panel for final development and approval.
- 8.12 At the end of the school year, or at a later date if specified in the Assistance Plan, the Consulting Teacher shall make a final report to the panel, the Participating Teacher, and, if the Participating Teacher has been assigned to the program involuntarily, to the evaluator. A copy of the final report may be included in the Participating Teacher's personnel file after he or she has had an opportunity to review and comment on it. The Final Report shall not constitute the District's evaluation of the employee's performance but, in the case of a Participating Teacher who has been assigned to the program involuntarily, shall (and in the case of a Voluntary Participation may at his or her request) be considered by the site administrator in preparing any evaluation document or proposing any personnel action.
- 8.13 The final evaluation of a teacher's participation in the program shall be made available for placement in the teacher's personnel file.

Indemnity

- 8.14 The District will defend and indemnify panel members and Consulting Teachers against claims arising out of their good faith performance of duties under this Article. Panel members who act pursuant to the program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title 1 of the Government Code.

ARTICLE 9

WORKDAY AND WORKYEAR

- 9.1 The regular teacher workday shall be 7 ½ hours per day with starting and ending times to be determined by the Superintendent. Teachers are entitled to a one-half hour duty-free lunch.
- 9.2 Teachers shall be responsible for performing other professional duties outside of the regular teacher workday. The parties understand these duties can occur both on and off the work-site. Other professional duties include individual lesson planning and program development, instructional material preparation, special help to students, testing and record keeping, individual student consultation and instruction, before and after school meetings with parents, and participation in necessary student supervision.
- 9.2.1 These professional duties shall include attendance at IEP's, Section 504 meetings at which teacher attendance is required because the meeting relates to a student assigned to the teacher's class. These meetings shall be held during the workday, except in situations where a parent is unable to attend during the workday and requests that the meeting occurs outside the workday. The teacher shall be provided notice of the meeting sufficiently in advance to make necessary arrangement to attend the meeting outside the workday. The teacher may provide alternate dates in case of scheduling conflicts.
- 9.3 In a typical school year, there will be no more than twenty (20) total faculty, departmental and district meetings. A reasonable number of these meetings, may include accreditation and planning meetings. Teachers are required to attend these meetings. The principal must approve absence from scheduled meetings, except when a unit member has been absent from duty on the day of the meeting. These mandatory meetings shall not regularly exceed an hour in duration.
- 9.3.1 Administrators will make every effort to give employees at least forty-eight (48) hours notice prior to scheduling a mandatory staff meeting.
- 9.4 Certificated employees, except those teaching at Granada High School, will be entitled to one (1) period of preparation time during which they may prepare lessons or collaborate with colleagues.

- 9.5 The District will endeavor to secure the services of a substitute teacher for a teacher who is absent. If the District is not able to get a substitute teacher, it may require certificated employees, on occasion, to cover other teachers' classes during their preparation periods.
- 9.5.1 An administrator or administrative designee may direct a teacher to cover another teacher's class during his/her preparation period.
- 9.5.2 If the classroom coverage requires the teacher to be in the classroom in excess of fifteen (15) minutes, the teacher will receive compensation at the pro-rated daily regular short term substitute rate (one-fifth for a six-period day, one-third for a four period day).
- 9.5.3 If a teacher arranges for classroom coverage on a voluntary basis with another teacher, it must be first cleared with an administrator or administrative designee. Such classroom coverage will not be subject to monetary compensation by the District.
- 9.5.4 If circumstances arise that require more than one teacher to cover the same class, during the same period, the total compensation for that period will not exceed the proportionate share of the daily regular short term substitute rate described in 9.5.2.
- 9.5.5 The District will not assign consecutive multiple coverage, during the same period, to avoid paying compensation.
- 9.5.6 It will be the responsibility of the teacher to complete, and turn in to the office, a "Prep-Period Compensation Form," documenting the classroom coverage that is subject to the monetary compensation in this policy. Such form will be available in the high school office, and must be completed and turned in within five (5) working days. There will be no compensation if the form is turned in after five (5) working days have elapsed.
- 9.5.7 Compensation for classroom coverage in this policy will be paid monthly as bonuses.
- 9.5.8 Due to the uniqueness of the class schedule in alternative education programs, this policy does not apply to the certificated staff at Granada High School.
- 9.6 The District may elect to buy-out the preparation period of any teacher, with his/her consent, to teach on a regular basis during his or her preparation period. In such instances the District will pay a pro-rated salary equivalent to a percent of the teacher's daily rate of pay determined by the number of periods in the bell schedule. For example, the percentage for a seven (7) period day will be 1/7, or 14.3%. A four (4) period day would be 25%, 5 period day will be 20%, six (6) period day would be 16.7%. This compensation will be paid on the teacher's regular monthly check.

9.6.1 Payments made due to buyout of a preparation period shall be reported to CalSTRS as supplemental income and not as salary.

9.7 The base teacher work year shall be comprised of 185 days, of which 180 will be student contact days.

9.8 The District will provide a draft school calendar to the Association at least thirty (30) calendar days in advance of adoption by the Governing Board to allow the Association time to provide feedback to the District. The parties have a mutual interest in developing a District calendar that aligns with “feeder” districts.

9.9 Class assignments and schedules will be made in consensus after meeting(s) with Department Chairs, Counselors and Administration. A draft schedule will be produced by the last Friday of May. The parties understand the draft schedule is subject to change as late as the start of school.

ARTICLE 10

SALARY

- 10.1 Effective with the **2022-23** school year the salary schedule will be the schedule contained in Appendix "A." The **2022-23** salary schedule reflects a 10% salary increase effective **July 1, 2022**.
- 10.2 Only approved college credits may be used for salary schedule advancement across columns.
 - 10.2.1 To receive credit for District hours a card describing the in-service/ workshop attended and its benefit to the District must be approved by the Superintendent and Principal.
- 10.3 Employees may receive a maximum of four (4) years credit on the salary schedule for service in another school district, except the Superintendent may grant additional years of credit in his or her discretion if deemed necessary for recruitment purposes.
- 10.4 Extra duty stipends shall be paid according to the schedule attached as Appendix E.

ARTICLE 11

ADJUNCT DUTIES

- 11.1 Adjunct duties are duties which a certificated employee is required to perform which generally occur outside the duty day at an extracurricular event. Class advising is also an adjunct duty. Class advising is assigned by grade level, except for special education students. The method of assignment may be changed by mutual agreement between the District and Association. Other adjunct duties are assigned as follows:
- 11.2 The District shall publish a list of adjunct duties which the District needs to have performed by certificated employees for the upcoming school year. This information will be given to the Association on or before the first faculty work day of the fall and spring semesters.
- 11.2 a. Certificated Employees must arrive 30 minutes before the first game. If you are going to arrive late for your duty, please notify the administrator in charge of that event.
- 11.3 Certificated employees shall sign up for adjunct duties by seniority. On the first day on which adjunct duties are chosen, employees shall select 50 percent of the total duties on a duty roster provided by the principal.
- 11.3.1 If taking 50 percent of the total duties creates a fractional number then the number of sign ups on the initial day is rounded up. For example: If the total number of duties per employee is 5, and 50 percent equals 2.5, then each employee shall sign up for 3 duties.
- 11.3.2 On the second day, employees shall sign up for the remainder of the duties by seniority.
- 11.3.3 An employee who cannot physically be present may submit his or her choices by proxy through an Association officer.
- 11.3.4 Selection of adjunct duties must be completed before the first instructional day.
- 11.4 Clock Duties. A certificated employee may select running the clock at basketball games for three (3) adjunct duties. If an employee runs the clock for more than three (3) games, in addition to his/her other adjunct duties, he/she shall be paid a stipend as set forth in Appendix E.
- 11.5 If the need for additional adjunct duties arises after the first instructional day, the District will assign the duties from a seniority list of all certificated employees provided by the Association.

- 11.6 If there is a change in date of any adjunct duty, the principal/designee will give timely notice to the affected employee.
- 11.7 It is the certificated employee's responsibility to arrange for coverage of an adjunct duty he or she cannot fulfill or swap duties with another employee.
- 11.8 Tournaments and playoffs will not be assigned as adjunct duties. Volunteers will be solicited for playoff games and if the number is insufficient, an employee will be assigned by the Principal in accordance with the seniority list and with 48 hours notice.
- 11.9 Certificated employees shall not be required to perform adjunct duties during nutrition breaks and on days which fall outside the contractual work year (i.e. summer recess).

ARTICLE 12

SAVINGS

- 12.1 If any provision of this Agreement or any application of this Agreement to any employee is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall be deemed invalid, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

ARTICLE 13

EARLY RETIREMENT

- 13.1 The District at its option may offer early retirement incentives to individual employees. The decision as to whether to offer a retirement incentive to an individual is within the sole discretion of the District and shall not be subject to the grievance procedure. If an individual early retirement incentive is given to an employee the District will notify the Association.
- 13.2 Every third year the District will offer the CalSTRS “Golden Handshake” early retirement incentive as set forth in the Education Code and is contingent upon the District qualifying for the retirement incentive pursuant to CalSTRS requirements under the Education Code and applicable regulations. This incentive shall be offered for the 2021-22 and the 2024-25 school year.
- 13.2.1 An employee must submit a written notice of his/her intent to retire at the end of the school year no later than February 1 of the school year in which the Golden Handshake is offered.
- 13.2.2 If the District does not qualify for the CalSTRS requirements for offering the Golden Handshake the District will revoke the early retirement incentive. If the District revokes the early retirement incentive, employee resignations conditioned upon participation in the early retirement incentive may be rescinded by the employee.
- 13.3 At the District’s Discretion, the District’s per employee “capped” contribution to the premium for the health and welfare benefit plan(s) shall be paid to District retirees who meet the following requirement:
- 13.3.1 Have worked for District a minimum of ten (10) years immediately prior to retirement.
- 13.4 This amount equal to the “capped” contribution shall be paid for a maximum of ten (10) years, or until the retired employee qualifies for Medicare, whichever comes first.

ARTICLE 14

ASSOCIATION RIGHTS

- 14.1 The Association has the right, under the Educational Employment Relations Act, to represent bargaining unit members in their employment relations with the District. Nothing in this Agreement shall be construed as a waiver of such rights.
- 14.2 The Association may communicate with its members through the employees' school mailboxes, electronic mail, and by placing notices on an employee bulletin board to be located at a designated position at each school site. The Association shall have the right to use the District electronic mail service and electronic mail boxes for communications with unit members without interference or censorship by the District.
- 14.3 As the District email system and electronic document system is to be used for business purposes only pursuant to BP and AR 4040, it shall not be used by the Association for partisan political communications or Association internal election campaigning.
- 14.4 The Association shall have a right of access to District equipment and facilities but only to the extent that the Association is entitled to such access under State law. The Association shall be required to notify the Superintendent in advance of any proposed use of school facilities or equipment. The Association shall be charged a reasonable fee for use of District supplies. Use of District facilities or equipment shall occur outside of the regular teacher workday.
- 14.5 The District will respond to Association requests for information pertaining to items within the scope of bargaining as quickly as possible but no later than 10 work days after the request has been submitted. Such information shall include, but not be limited to, annual financial reports; audits; budgets; interim reports; J-90s; assignment location of certificated personnel; agendas and minutes of all Board meetings and any attachments provided the Board; census and membership data; names, addresses and phone numbers of all unit members; salaries, benefits and stipends of unit members; educational background, longevity, and other employee information that may be used in representing unit members. In addition, such information shall be supplied via electronic means if the District maintains the data in electronic format upon request of the Association.
- 14.6 Dues Deduction
- 14.6.1 The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for dues deduction shall not be re-solicited. Membership dues,

initiation fees, and general assessments shall be increased or decreased without re-solicitation and authorization from unit members, upon formal written request from the Association to the District.

14.6.2 Any unit member who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorization deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-eleventh (1/11th) of such dues from the regular payroll warrant of the unit member each month for eleven (11) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.

14.6.3 With respect to all sums deducted by the District pursuant to section 14.6.1 and 14.6.2 the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of all unit members, including names, addresses and work locations, and indicating any changes in personnel from the list previously furnished.

14.6.4 The District acknowledges that California Teachers Association/Le Grand Union High School District Teachers Association ("CTA/LGUHSTA" or "Association") has notified the District regarding the deduction of dues for CTA members. CTA/LGUHSTA shall have the sole and exclusive right to receive the payroll deduction for regular CTA/LGUHSTA membership.

14.6.5 Hold Harmless. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the membership dues deduction provisions of this Agreement or its implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

14.7 Release Time

14.7.1 The Association President or designee shall be provided ten (10) days release time each fiscal year, at no loss of salary or other benefits.

14.7.1.1 The Association may request additional days (or hours) of release time beyond the ten (10) days provided in section 14.7.1, above, upon a showing of a need for the additional time. The District may deny the request for additional release time if the absence of the employee would negatively impact District operations.

14.7.2 Bargaining team members shall be provided release time for negotiations at no loss of salary or other benefits.

14.7.3 For purposes of processing grievances, grievants, witnesses, and Association representatives shall be provided release time at not loss of salary or benefits. Whenever possible, such activities will take place outside the employees' work day.

14.8 New Bargaining Unit Member Orientation (AB 119)

14.8.1 Each time a person is newly employed in a position in the bargaining unit, the District shall inform the new employee of the employment status, rights, benefits, duties, responsibilities, and other employment related matters.

14.8.2 The District shall provide an annual new bargaining unit member orientation for all newly hired Bargaining Unit Members to take place within (10) calendar days prior to the first day of school, except when no new bargaining Unit Members are commencing employment at the beginning of the year.

14.8.3 Any Bargaining Unit member(s) hired after the start of the school year shall be provided an in-person orientation/on-board meeting within (10) calendar days from the date of hire.

14.8.4 New Bargaining Unit Members will be compensated at their daily rate of pay for the time spent attending the required orientation/on-board meeting when either occurs outside of the contract year and/or contract day.

14.8.1 Scheduling of Orientation

14.8.1.1 The District shall provide written notice of the date, time, and location of all Bargaining Unit member Orientations/on-board meetings by certified or electronic email to the Chapter President, at the time it is calendared or, at least fifteen (15) work days in advance of other orientation/on-board meeting that may occur throughout the year.

14.8.1.2 In the event the District is unable to comply with the above Article, the District shall, at the request of the Association, reschedule the orientation/on-board meeting and provide advance notice to the Association.

14.8.1.3 If, however, the District provides proof that there was an urgent need critical to the employer's orientation that was not reasonably foreseeable, the Association shall be provided as much notice as possible.

14.8.2 Association Orientation/On-Board Meeting

14.8.2.1 The Association shall be provided up to one(1) hour of uninterrupted time, within the contract day, for the Bargaining Unit Member orientation/on-board meetings.

14.8.2.2 The District Administration will excuse themselves during the Association's Time.

14.8.2.3 The Association may invite California Teachers Association (CTA endorsed vendors and CTA staff to Orientation/On-Board meetings. The Association shall have access to District audio-visual equipment for Association time.

14.8.2.4 If the orientation/on-board meetings are held during contractual time, the Association shall have District paid release time for up to two(2) Bargaining Unit Members to attend and participate in the orientation/on-board meetings.

14.8.3 New Bargaining Unit Member Information

14.8.3.1 The following new Bargaining Unit Member information will be sent from the District to the Association President ~~electronically~~ in Digital Excel Format and no more than thirty(30) days after the date of hire or by the first pay period of the month of hire:

Name
Date of Birth
Home Address
Phone Numbers (Cell, Home, Work)
Personal Email Address (not district email)
Last four (4) digits of Social Security Number
Date of Hire
Seniority Date (if different from Date of Hire)
School Site
Grade Level/Assignment
Full-time Equivalent (FTE) status
Employment status (Probationary, Intern, PIP, STIP, Temp, Other)
Type of Credential (i.e. Clear, preliminary, provisional internship
"PIP", or College Internship etc.)
Whether the employee is an Association member or not

14.8.3.2 The District shall, once every 120 days during every school year deliver to the Association president in Digital Excel format the following information for all bargaining unit members:

Name
Date of Birth
Home Address
Phone Numbers (Cell, Home, Work)
Personal Email Address (not district email)
Last four (4) digits of Social Security Number
Date of Hire
Seniority Date (if different from Date of Hire)
School Site
Grade Level/Assignment
Full-time Equivalent (FTE) status
Employment status (Probationary, Intern, PIP, STIP, Temp, Other)
Type of Credential (i.e. Clear, preliminary, provisional
internship "PIP", or College Internship etc.)
Whether the employee is an Association member or not

14.9 GRIEVABILITY

14.9.1 Violations of this Article shall be subject to the grievance article of the collective bargaining agreement between the parties.

ARTICLE 15

DISTRICT RIGHTS

- 15.1 The District reserves all its management rights except as specifically limited under the terms of the Agreement. In particular and without limitation, the District shall have the right to assign teaching personnel to duties that serve the best interests of the District, the right to determine the kinds and levels of services to be provided and the means and methods of providing them, the right to determine the times and hours of District operation, and the right to determine curriculum and to establish educational policies, goals, and objectives. The District shall also have the right to contract out for certificated services.

ARTICLE 16

HEALTH BENEFITS

- 16.1 The District shall provide four health and welfare benefit plans for its certificated employees, plus a bronze plan for employee and dependent children which covers medical only.
- 16.1.1 Plan “A” is the premier district plan with the highest premium cost.
- 16.1.2 Plan “B” is the next best plan, with a lower premium cost than Plan “A.”
- 16.1.3 Plan “C” is the next best paid premium plan.
- 16.1.4 Plan “D” is the lowest paid premium plan and will be the fully paid plan for retirees qualifying for lifetime health benefits under existing Board Policy No. 4154 beginning October 1, 2015.
- 16.1.5 Companion Care Plan is the lowest paid premium plan for retirees over the age of 65 qualifying for lifetime health benefits under exiting Board Policy No. 4154 beginning December 1, 2016.
- 16.2 The health and welfare benefit plans are described in Appendix “B.” The list of eligible retirees is contained in Appendix “F.”
- 16.3 The District’s per employee contribution to the premium payment for the health and welfare benefit plan(s) shall be capped at \$13,028.40, **with a one-time soft cap for the 2021-22 school year of \$14,492.40.**
- 16.4 The Association supports participation with a district “Health Benefit Plan Committee” comprised of retired and active classified, administrative, management and certificated employees. Such committee will meet a minimum of twice per year to study and make recommendations regarding plan design options and rates which are non-binding on any of the parties or the District.

ARTICLE 17

DRESS CODE

- 17.1 In order to serve as role models for students and contribute to a productive learning environment, certificated employees shall maintain appropriate dress and grooming. Certificated employees shall wear clothing which demonstrates a high regard for education and presents an image consistent with job responsibilities. Clothing appropriate for a physical education teacher may not be appropriate for a classroom teacher.

ARTICLE 18

DRUG TESTING

- 18.1 The District may require a certificated employee to submit to drug or alcohol testing by a certified laboratory or other certified operator if the Superintendent or site principal reasonably suspects that the employee is currently under the influence of alcohol or drugs while on duty.
- 18.2 An employee may avoid the testing by providing evidence to the Superintendent that he or she is on prescription medication and agreeing to a fitness for duty examination by an employee-selected physician. If there is a recurrence of the behavior which led to the testing, the employee may, at the District's option, either be tested or sent to a fitness for duty examination by a District-selected physician.
- 18.3 This Article will only be effective if the Governing Board adopts a policy applying the provisions of this Article to all administrators.

ARTICLE 19

MERIT AWARDS

- 19.1 The Superintendent or designee may issue to certificated employees service pins, certificates, plaques or other mementos in accordance with Board policy and administrative regulations.
- 19.2 The Superintendent or designee may also issue merit awards in accordance with Education Code section 44015 to certificated employees who:
- 19.2.1 Propose ideas or procedures which eliminate or reduce district expenditures or improve district operations
 - 19.2.2 Perform special acts or services in the public interest
 - 19.2.3 By their superior accomplishments, make exceptional contributions to the efficiency, economy, or other improvement in district operations
- 19.3 The Superintendent or designee may appoint a merit awards committee to recommend such awards. Awards shall be in the amount of \$200 or less, unless a larger amount is approved by the Governing Board.

ARTICLE 20

PERSONNEL FILES/PROGRESSIVE DISCIPLINE

20.1 Personnel Files. A single personnel file shall be maintained at the District office. Units members shall have the right to inspect and obtain a copy of personnel file materials, upon request. Upon written authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file.

20.1.1 Materials which may be excluded from inspection shall be limited to ratings, reports or records which were obtained prior to the employment of the unit member; were prepared by identifiable examination committee members; and/or were obtained in connection with a promotional examination.

20.1.2 All materials placed in the personnel file shall be dated and signed by the person who prepared the material.

20.1.3 Information of a derogatory nature shall not be placed in the personnel file unless the unit member has been given a right to prepare a written statement in response to the derogatory material. The statement shall be attached to the document in the personnel file.

20.1.4 Access to a unit member's personnel file shall be limited to a "need to know" basis. The contents of all personnel files shall be kept in strictest confidence. The District shall maintain a log indicating the person and date of a request to examine a personnel file. The log shall be available for review by the unit member or his/her Association representative.

20.2 Progressive Discipline General Provisions. This article shall not limit the District's right to evaluate or to reprimand verbally or in writing or to counsel bargaining unit members. Nothing in Article 7, Evaluation, shall limit the District's right to discipline employees pursuant to this Article.

20.2.1 An employee may request the presence of a LGUHSDTA representative at any meeting scheduled by an administrator/supervisor where discipline is the reason for meeting or when discipline may be discussed.

20.2.2 Each step of progressive discipline will be preceded by the previous step except when the Superintendent or his/her designee determines that the misconduct justifies the skipping of steps of progressive discipline.

20.2.3 The term “discipline” as used in this Article includes warnings; reprimands; suspension without pay; reductions in rank, compensation, or occupational status; or termination.

20.3 Steps of Progressive Discipline. The steps of progressive discipline shall be followed except when the Superintendent or his/her designee determines that the misconduct justifies the skipping of steps of progressive discipline.

20.3.1 STEP 1: Oral Warning. The Oral Warning meeting shall take place between the administrator/supervisor and the bargaining unit member.

20.3.2 STEP 2: Written Warning. A Written Warning shall report the specific acts or omissions upon which the concern is based and shall specify the administrator’s/supervisor’s expectation for improvement. It shall not be placed in the employee’s personnel file, except as an attachment to a written reprimand. The employee shall have the right to attach his/her statement of rebuttal to any Written Warning within ten (10) working days. Such statements or rebuttal shall remain with the Written Warning if attached to a Written Reprimand.

20.3.3 STEP 3: Written Reprimand. A Written Reprimand shall report the specific acts or omissions upon which the reprimand is based and shall specify the administrator’s/supervisor’s expectation for improvement. The employee shall sign the written reprimand, only to acknowledge receipt and not to imply concurrence. All written reprimands shall include a statement informing the employee of the following: (1) The written reprimand shall be placed in the employee’s personnel file; (2) The employee has the right to submit a written response to the written reprimand within ten (10) working days, and that the response shall be attached to the written reprimand.

20.3.4 STEP 4: One (1) day suspension without pay. The employee shall receive a written statement from the administrator/supervisor which sets forth the basis for the suspension without pay. The employee has the right to submit a written response to the suspension statement, within ten (10) working days, which will be attached to the written suspension without pay statement. No bargaining unit shall be suspended without pay without just cause.

20.3.5 STEP 5: Three (3) days suspension without pay. The employee shall receive a written statement from the administrator/supervisor which sets forth the basis for the suspension without pay. The employee has the right to submit a written response to the suspension statement, within ten (10) working days, which will be attached to the written suspension without pay statement. No bargaining unit shall be suspended without pay without just cause.

20.3.6 STEP 6: Up to nine (9) days suspension without pay. The employee shall receive a written statement from the administrator/supervisor which sets forth the basis for the suspension without pay. The employee has the right to submit a written response to the suspension statement, within ten (10) working days, which will be attached to the written suspension without pay statement. No bargaining unit shall be suspended without pay without just cause.

20.4 Nothing in this Article prohibits or limits the District's ability to issue a 45-day Notice of Unprofessional Conduct and/or a 90-day Notice of Unsatisfactory Performance, or to recommend termination of a certificated employee pursuant to the procedures in Education Code section 44932, et seq.

ARTICLE 21

PUBLIC COMPLAINTS

- 21.1 General Provisions. The procedures in this article shall be followed when the District receives a complaint regarding a unit member from a student, parent, District employees, and/or member of the public. Nothing in this Article shall prohibit a student, parent, District employee or member of the public from filing a complaint pursuant to the procedures set forth in Board Policy/Administrative Regulation 1312.1.
- 21.2 Notification of Complaint. The immediate supervisor shall notify the unit member within five (5) days of receipt of the complaint.
- 21.3 Meeting with Complainant. Upon the request of either the complainant or unit member, the unit member's immediate supervisor shall schedule a meeting between the member and the complainant. At the request of the unit member, Association representative(s), Conflict Resolution Manager or other employee of the bargaining unit member's selection may be present at the meeting.
- 21.3.1 If the matter is not resolved at the meeting to the satisfaction of the complainant, the complainant may reduce the complaint to writing and submit the original to the unit member, with a copy to the unit member's immediate supervisor. The complaint will then be processed pursuant to Board Policy/Administrative Regulation 1312.1, Complaints Against District Employees.
- 21.3.2 If the complainant does not want to meet with the unit member, the complainant shall be advised to reduce his/her complaint to writing for further processing through Board Policy/Administrative Regulation 1312.1, Complaints Against District Employees.
- 21.3.3 If the bargaining unit member does not want to meet with the complainant, the unit member may respond to the complaint in writing.
- 21.4 The unit member shall be given time during the duty day, without salary deduction, to review the complaint and prepare responsive comments.
- 21.5 Complaints which are withdrawn, shown to be false, or are not sustained by the complaint procedure shall not be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member.
- 21.6 All information or proceedings regarding any complaint shall be kept confidential by the District.

ARTICLE 22

THE AGREEMENT

22.1 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Le Grand Union High School District ("District") and the Le Grand Union High School District Teachers' Association ("Association").

For the Association

For the District



Alison Lopez, LGHSTA President



Donna Alley, Superintendent

Date: 10/12/22

Date: 10/12/2022

**LE GRAND UNION HIGH SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
2022-23**

Exhibit "A"

***The contract year is 185 days

Reflects a 10% increase over 22-2		I	II	III	IV	V
STEP		BA	BA+30	BA+45	BA+60	BA+75
1		55,254	57,741	59,907	62,152	64,484
2		55,254	59,473	61,704	64,017	66,417
3		55,254	61,258	63,555	65,939	68,411
4		55,254	63,096	65,462	67,917	70,462
5			65,011	67,425	69,953	72,577
6			66,938	69,449	72,053	74,755
7			68,945	71,532	74,214	76,996
8			71,015	73,678	76,440	79,307
9			73,144	75,888	78,735	81,686
10			75,339	78,164	81,096	84,135
11			77,600	80,509	83,529	86,660
12			79,928	82,924	86,033	89,259
13				85,412	88,615	91,938
14				87,975	91,274	94,696
15				90,577	94,012	97,537
17	1,200				95,212	98,737
19	1,600				96,812	100,337
21	2,000				98,812	102,337

A longevity bonus is awarded on the 17th, 19th, and 21st year of service.

Initial salary schedule placement credit may not exceed four (4) years of previous teaching experience.

Three semester units of college work from an accredited college or university, of fifty-four district hours shall be required for increment raises on schedule every three years. One semester unit equals 18 District hours. To receive credit for District hours a card describing the workshop/in-service attended, and its benefit to the District must be approved by the Superintendent and Site Principal. Only approved college credits may be used for salary schedule advancement across columns.

CERTIFICATED HOURLY RATES

ADDITIONAL \$1,000 FOR MASTERS DEGREE

Independent Study Teacher	\$38.50
Summer School, Home Study, Adult Ed.	\$44.00

Approved By: _____

Board Approved: 10/12/2022

**LE GRAND UNION HIGH SCHOOL DISTRICT
AG. CERTIFICATED SALARY SCHEDULE
2023-24**

Exhibit "B"

****The contract year is 220 days*

Reflects a 10% increase over 22-23		I	II	III	IV	V
STEP		BA	BA+30	BA+45	BA+60	BA+75
1		66,774	69,261	71,427	73,672	76,004
2		66,774	70,993	73,224	75,537	77,937
3		66,774	72,778	75,075	77,459	79,931
4		66,774	74,616	76,982	79,437	81,982
5			76,531	78,945	81,473	84,097
6			78,458	80,969	83,573	86,275
7			80,465	83,052	85,734	88,516
8			82,535	85,198	87,960	90,827
9			84,664	87,408	90,255	93,206
10			86,859	89,684	92,616	95,655
11			89,120	92,029	95,049	98,180
12			91,448	94,444	97,553	100,779
13				96,932	100,135	103,458
14				99,495	102,794	106,216
15				102,097	105,532	109,057
17	1,200				106,732	110,257
19	1,600				108,332	111,857
21	2,000				110,332	113,857

A longevity bonus is awarded on the 17th, 19th, and 21st year of service.

Initial salary schedule placement credit may not exceed four (4) years of previous teaching experience.

Three semester units of college work from an accredited college or university, of fifty-four district hours shall be required for increment raises on schedule every three years. One semester unit equals 18 District hours. To receive credit for District hours a card describing the workshop/in-service attended, and its benefit to the District must be approved by the Superintendent and Site Principal. Only approved college credits may be used for salary schedule advancement across columns.

CERTIFICATED HOURLY RATES

ADDITIONAL \$1,000 FOR MASTERS DEGREE

Board Approval: 10/12/2022

**Certificated
LE GRAND UNION HIGH SCHOOL DISTRICT
2022-23
PLAN ELECTION FORM**

Beginning this year, employees may choose between three PPO plans. Your choices are listed below.
Please make your choice by checking the box under the plan and initial your choice.

		New Rates	New Rates	New Rates	New Rates	2-Tier Bronze
		Plan A	Plan B	Plan C	Plan D	Bronze
District Plans		100% Plan B	90% Plan A	80% Plan C	80% Plan M	Single Plan
Sisc Plans		40644D	40644A	40644E	40644G	
		\$100/\$300	\$100/\$300	\$200/\$500	\$3000/\$6000	\$5000/\$10,000
		\$1000/\$3000	\$1000/\$3000	\$1000/\$3000	\$4000/\$8000	\$6350/\$12,700
		100%	90%	80%	80%	
		\$0	\$20	\$20	\$40	30%
		5/20	9/35	10/200/35	10/200/35	9/35
	Sub-Total	1,978.00	1,753.00	1,606.00	1,141.00	\$662
Delta Dental		Incent.1000 w/ \$500 ortho	Incent.1000 w/ \$500 ortho	PPO-1500	PPO-1500	Covered
		84.10	84.10	102.00	102.00	\$102.00
Vision		10 Co-Pay	10 Co-Pay	10 Co-Pay	10 Co-Pay	Covered
		19.70	19.70	19.70	19.70	\$19.70
Monthly total		2,081.80	1,856.80	1,727.70	1,262.70	783.70
x 12 months		24,981.60	22,281.60	20,732.40	15,152.40	9,404.40
Life insurance (annual)		72.00	72.00	72.00	72.00	\$72.00
Total Annual premium		25,053.60	22,353.60	20,804.40	15,224.40	9,476.40
	District Paid Cap	14,492.40	14,492.40	14,492.40	14,492.40	14,492.40
	Out-of-pocket premium (annually)	10,561.20	7,861.20	6,312.00	732.00	0.00
	Out-of-pocket premium (Monthly)	1,056.12	786.12	631.20	73.20	\$0

If you want to make a change please mark box above and return form by August 12, 2022

I understand that the only time that I may change from one Blue Cross PPO Plan to another is during the district's designated Open Enrollment Period for an effective date of October 1. If I gain a new dependent (i.e. Marriage, birth or adoption), I can add those dependents by completing a change form, but I cannot change from one PPO Plan to another PPO Plan at anytime except during the Open Enrollment Period for an effective date of October 1.

Print your Name

Signature

Return this form immediately. If you do not return this form by August 24th, you will automatically be placed on the higher plan with the appropriate payroll deduction.

**LE GRAND UNION HIGH SCHOOL DISTRICT
2022-23
Certificated PLAN ELECTION FORM FOR OVER 65**

Beginning this year, employees may choose between three PPO plans. Your choices are listed below.
Please make your choice by checking the box under the plan and initial your choice.

District Plans		Plan A	Plan B	Plan C	Plan D	Companion Care
Sisc Plan Descriptions		100% Plan B 4R001	90% Plan A 4R004	80% Plan C 4R005	80% Plan M 4R005G	
Deductible Med. Out Of Pocket Max. Ind./Fam Coverage		\$100/\$300	\$100/\$300	\$200/\$500	\$3000/\$6000	No Deductible
		\$1000/\$3000	\$1000/\$3000	\$1000/\$3000	\$4000/\$8000	
Co-Pay		100%	90%	80%	80%	
		\$0	\$20	\$20	\$40	No Co-Pay
Prescription		5/20	9/35	10/200/35	10/200/35	9/35
	Single	564.00	535.00	516.00	522.00	\$ 384.00
	2 Party	1,128.00	1,070.00	1,032.00	1,044.00	
	Family	1,474.00	1,411.00	1,369.00	1,376.00	
Delta Dental		Incent.1000	Incent.1000	PPO-1500	PPO-1500	PPO-1500
	Single	50.40	50.40	57.00	57.00	57.00
	2 Party	101.00	101.00	114.00	114.00	
	Family	136.80	136.80	150.00	150.00	
Vision		10 Co-Pay	10 Co-Pay	10 Co-Pay	10 Co-Pay	10 Co-Pay
	Single	11.10	11.10	11.10	11.10	11.10
	2 Party	22.20	22.20	22.20	22.20	
	Family	33.30	33.30	33.30	33.30	
Monthly total	Single	625.50	596.50	584.10	590.10	452.10
	2 Party	1,251.20	1,193.20	1,168.20	1,180.20	
	Family	1,644.10	1,581.10	1,552.30	1,559.30	
Annual Cost	Single	7,506.00	7,158.00	7,009.20	7,081.20	5,425.20
	2 Party	15,014.40	14,318.40	14,018.40	14,162.40	\$ 10,850.40
	Family	19,729.20	18,973.20	18,627.60	18,711.60	16,275.60
UpGraded Cost	Single	2,080.80	1,732.80	1,584.00	1,656.00	No Cost
	2 Party	4,164.00	3,468.00	3,168.00	3,312.00	No Cost
	Family	8,878.80	8,122.80	7,777.20	7,861.20	No Cost

_____ _____ _____ _____ _____

Please list name's of persons covered with date of birth.

_____	_____
Name	Date of Birth
_____	_____
Name	Date of Birth

If you currently have Medicare Part A and or Part B, you will receive a reimbursement check based on the current information to be included with this form to the District Office.

I understand that the only time that I may change from one Blue Cross PPO Plan to another is during the district's designated Open Enrollment Period for an effective date of October 1.

_____	_____
Print Name	Date
_____	_____
Signature	

LE GRAND HIGH SCHOOL EXTRA DUTY STIPEND LIST

	Annual Amount	Dates
Class A		
Athletic Director	\$5,000.00	1/2 Dec/June
	\$5,000.00	
Class B		
Varsity Football	\$3,000.00	November
ASB Advisor	\$3,000.00	Dec/JUNE
	\$6,000.00	
Class C		
Varsity Volleyball	\$2,500.00	November
Varsity Girls Basketball	\$2,500.00	February
Varsity Boys Basketball	\$2,500.00	February
Varsity Baseball	\$2,500.00	May
Varsity Softball	\$2,500.00	May
Varsity Girls Soccer	\$2,500.00	February
Varsity Boys Soccer	\$2,500.00	February
Cheerleading Advisor	\$2,500.00	Nov/Feb
Track Coach	\$2,500.00	1/2 Dec/May
Academic Decathlon Head Coach	\$2,500.00	Dec/May
	\$25,000.00	
Class D		
JV Football Head Coach	\$2,000.00	November
Cross Country Coach	\$2,000.00	November
Yearbook	\$2,000.00	Nov/April
Esports Fall	\$2,000.00	
Esports Spring	\$2,000.00	
	\$10,000.00	
Class E		
Varsity Defensive Coordinator	\$1,650.00	November
Varsity Offensive Coordinator	\$1,650.00	November
Varsity Assistant Coach	\$1,650.00	November
Varsity Assistant Coach	\$1,650.00	November
Varsity Assistant Coach	\$1,650.00	November
Varsity Assistant Coach	\$825.00	November
JV Assistant Coach	\$0.00	November
JV Assistant Coach	\$0.00	November
Football Assistant 9	\$0.00	NO PAY

Football Assistant 10	\$0.00	NO PAY
Football Assistant 11	\$0.00	NO PAY
Football Assistant 12	\$0.00	NO PAY
JV Volleyball	\$1,650.00	November
JV Girls Basketball	\$1,650.00	February
JV Boys Basketball	\$1,650.00	February
	\$0.00	
JV Baseball	\$1,650.00	May
JV Softball	\$1,650.00	May
Department Head (1) Math	\$1,650.00	Dec/June
Department Head (1) Science	\$1,650.00	Dec/June
Department Head (2) Vocational Ed.	\$1,650.00	Dec/June
Department Head (3) English	\$1,650.00	Dec/June
Department Head (4) Social Studies	\$1,650.00	Dec/June
Department Head (5) Special Ed.	\$1,650.00	Dec/June
Academic Decathlon Assistant	\$1,650.00	Dec/March
Special Ed.	\$1,650.00	1/2 Nov/June
Special Ed.	\$1,650.00	1/2 Nov/June
Special Ed.	\$1,650.00	1/2 Nov/June
	\$33,825.00	

Class F

Volleyball Assistant	\$1,250.00	November
Softball Assistant	\$1,250.00	May
Softball Assistant	\$0.00	NO PAY
Baseball Assistant	\$1,250.00	May
Baseball Assistant	\$0.00	NO PAY
Baseball Assistant	\$0.00	NO PAY
Baseball Assistant	\$0.00	NO PAY
Girls Basketball Assistant	\$1,250.00	February
Boys Basketball Assistant	\$1,250.00	February
Boys Basketball Assistant	\$0.00	NO PAY
Boys Basketball Assistant	\$0.00	NO PAY
Girls Soccer Assistant	\$1,250.00	February
Girls Soccer Assistant	\$1,250.00	February
Boys Soccer Assistant	\$1,250.00	February
Boys Soccer Assistant	\$1,250.00	February

Cheerleading Assistant	\$1,250.00	1/2 Nov/March
Track Assistant	\$1,250.00	1/2 Dec/May
Clock Duty	\$1,250.00	February
	\$15,000.00	

Class G

CSF Advisor	\$850.00	1/2 Dec/June
AVID/Collegiate Advisor	\$850.00	1/2 Dec/June
MEChA Advisor	\$850.00	1/2 Dec/June
JSA Advisor	\$850.00	1/2 Dec/June
FFA, Head Advisor	\$850.00	1/2 Dec/June
	\$4,250.00	

Others

TIP(Teacher Induction Program) (\$875 <i>per teacher/per semester</i>)	\$875	Dec/June
ASB BOOKKEEPER	\$1,980	Monthly
GATEWAY VIRTUAL ACADEMY	\$4,500	1/2 Nov/May

Board Approval
on 10/12/2022

Le Grand Union High School District
Grievance Form (D2)

Presentation to Site Principal (Informal):

Date of Oral Presentation to Site Principal: _____

Disposition by Site Principal: _____ Sustained, _____ Denied

Reason:

Site Principal Signature _____ Date: _____

FORMAL LEVEL 1-Presentation to Superintendent

Date Filed: _____

Disposition by Superintendent: _____ Sustained, _____ Denied

Reason:

Superintendent Signature _____ Date: _____

FORMAL LEVEL 2-Presentation to Governing Board

Date Filed: _____

Authorization by Association: _____
(Association President Signature)

Disposition by the Board: _____ **Sustained,** _____ **Denied** (Attach Written Disposition)

Board President/Clerk Signature: _____ **Date:** _____

**Le Grand Union High School District
Grievance (Form D1)**

Name of Grievant: _____

Date of Action/Incident Causing the Grievance: _____

Contract Section(s) Violated:

Statement of the Grievance: (State specific facts, including dates and names of persons involved)

Remedy Sought:

Signature of Grievant _____ **Date:** _____