

Collective Bargaining Agreement

For
2021-2022, 2022-2023 and 2023-2024

Between the
Livingston Union School District

and the

Livingston Elementary
Teachers' Association
CTA

BOARD APPROVED:
April 14, 2022

TABLE OF CONTENTS

ARTICLE I: AGREEMENT	1
ARTICLE II: TERM	2
ARTICLE III: RECOGNITION	3
ARTICLE IV: NEGOTIATION PROCEDURES	4
ARTICLE V: ASSOCIATION RIGHTS	5
ARTICLE VI: HOURS	7
ARTICLE VII: PREPARATION PERIOD	10
ARTICLE VIII: CLASS SIZE	11
ARTICLE IX: TEACHING CONDITIONS	12
ARTICLE X: LEAVE PROVISIONS	13
ARTICLE XI: ASSIGNMENT, TRANSFER, AND FILLING OF VACANCIES	19
ARTICLE XII: CERTIFICATED SALARIES	21
ARTICLE XIII: PLACEMENT AND UNIT EVALUATION	25
ARTICLE XIV: FRINGE BENEFITS	31
ARTICLE XV: GRIEVANCE PROCEDURES	33
ARTICLE XVI: EVALUATION PROCEDURES	36
ARTICLE XVII: EMPLOYEE PERSONNEL FILES	38
ARTICLE XVIII: DISCIPLINE SHORT OF DISMISSAL	39
ARTICLE XIX: MANAGEMENT RIGHTS	40
ARTICLE XX: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS	41
ARTICLE XXI: SAVINGS	42
ARTICLE XXII: MENTOR TEACHER PROGRAM	43
APPENDIX I: MOU-PROFESSIONAL GROWTH REQUIREMENT	44
EXHIBIT A: LETA INSURANCE PLANS	45
ATTACHMENT A: CERTIFICATED EVALUATION FORMS	46

PREAMBLE

The following Agreement between Livingston Union School District and the Livingston Elementary Teachers Association (LETA) is based on the following mutually agreed to premises and commitments:

- * To adhere to the highest levels of professionalism and to treat all members of the LUSD Learning Community with dignity and respect each and every day.
- * To continue our efforts to increase student achievement: all schools will reach “high performance status.”
- * To provide the highest quality programs in the most favorable teaching/learning conditions.
- * To provide a teaching/learning environment that is safe, esthetically pleasing and provide all the necessary resources for students to achieve at their highest potential.
- * To ensure that all teachers are responsible and accountable for the achievement of their students.
- * To ensure that the District utilizes scientifically research-based “best practices” and that teachers continually enhance their instructional skills.
- * To continue to attract the brightest and most competent professionals and reward teachers who engage in specialized professional training for their achievement and for outstanding performance.
- * To maintain a “model district” characterized by high expectations, teamwork and the highest standards.
- * To sustain a fiscally sound financial base and ensure the fiscal solvency of the District.
- * To adhere to the terms and provisions of this Agreement and to meet whenever necessary to collaboratively problem solve issues that may occasionally arise.

ARTICLE I: AGREEMENT

This is an agreement made and entered into this January 11, 2018 between the Livingston Union School District (“District”) and the Livingston Elementary Teachers Association/California Teachers Association/National Education Association (“Association”).

ARTICLE II: TERM

This Agreement shall remain in full effect up to and including June 30, 2025.

Salary and health benefits and up to two (2) additional articles each if requested by the Association or the District, may be negotiated for 2022-2023 school year.

ARTICLE III: RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District per its resolution number 6, dated May 12, 1976.

ARTICLE IV: NEGOTIATION PROCEDURES

- A. Exclusive Representative: Initial proposals which relate to matters within the scope of meeting and negotiating shall be presented to the Board of Education at a public meeting and thereafter be public record. Meeting and negotiating shall not take place until at least seven (7) days have elapsed to give the public an opportunity to become informed regarding the proposals and to express itself publicly at a public hearing set by the Board of Education.
- B. Board of Education: Once the public has had an opportunity to express itself at a public hearing, the Board shall adopt, in a public meeting, its initial proposal in response to the proposals submitted by the exclusive representative or as an independent proposal that will be submitted to the exclusive representatives as a topic upon which the Board wishes to meet and negotiate. In developing its initial position, the Board may meet in Executive Session for the purpose of discussing its position of any matter within the scope of representation and/or for the purpose of instructing the Board's Designated Representatives.
- C. New Subjects: During the meet and negotiate process, new subjects not presented in the initial proposals shall be reduced to writing and become a matter of public record within twentyfour (24) hours. If a position or vote has been taken by the Board of Education on this proposal, this shall also be reported. Such proposals shall be posted at the Board offices for public review and included in the next report to the Board from its Designated Representative.
- D. Requests for the initial meeting for the annual negotiation process by the Association must be made in writing to the Board's Representative, and shall follow the public disclosure process stated in A - C above.
- E. At the end of each negotiation session, the agenda and date (if any) for the next session will be mutually agreed upon.
- F. The District will provide three (3) staff members fifteen (15) one-half (1/2) days, or equivalent release time for participating in negotiation sessions.
- G. The agreement reached between the parties shall be reduced to writing and signed by them.
- H. After the final agreement has been made, the District will provide each employee covered by this Agreement a copy of the Agreement, and also, each new unit employee hired during the Agreement's duration. Cost of printing final agreement shall be borne equally between the Association and the District.

ARTICLE V: ASSOCIATION RIGHTS

- A. All Association business, discussions, and activities will be conducted by unit employees or Association officials outside established work hours as defined in Article VI, herein, and will be conducted in places other than District property, except when:
1. An authorized Association representative obtains advance permission from the Superintendent or his/her designee regarding the specific time, place, and type of activity to be conducted;
 2. The Superintendent or his/her designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit employees as defined in Article VI, and will not directly or indirectly interfere with the right of unit employees to refrain from listening to or speaking with an Association representative; and,
 3. The Association follows the same procedures as other community organizations in regard to the use and care of District facilities.
- B. The Association may use the school mailboxes and bulletin board spaces designated by the Superintendent, subject to the following conditions:
1. All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association president;
 2. A copy of such postings or distributions must be delivered to the Superintendent or his/her designee at the same time as posting or distribution; and,
 3. The Association will not post or distribute information which is derogatory or defamatory of the District or its personnel, subject to the immediate removal by the District.
- C. The Association will exclusively receive timeoff from duties for the processing of grievances past level one (1) of the Grievance Procedure, Article XV herein, for unit employees who are designated as Association representatives, subject to the following conditions:
1. By no later than ten (10) days following the signing of this Agreement, the Association will designate in writing to the Superintendent two (2) unit employees who are to receive timeoff;
 2. Twentyfour (24) hours prior to release from duties for grievance processing, the designated representative informs his/her immediate supervisor in order to obtain an adequate substitute, if such is necessary;

3. That such timeoff shall be limited solely to representing a grievant in a conference with a management person, beyond level one, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation; and,
 4. The Board shall attempt to place on the agenda of each regular Board meeting as the first (1st) item for consideration under “new business” any matters brought to its consideration by the Association provided that such matters are made known to the Superintendent’s Office seventytwo (72) hours prior to said meeting.
- D. The Association may use District Technology Resources (DTR) under the following conditions:
1. Communications shall be for informational purposes only.
 2. All communications must be made by the Association President, or authorized by the Association President. Evidence of such authorization shall be contained in the communication. Individual members of Association are not permitted to use the District’s DTR for Association business.
 3. The subject line of any communication must clearly state “LETA Business – read only during non-duty time.”
 4. All communications prepared by the Association must be cc’ed to the Superintendent or designee at the same time they are sent to members.
 5. Communication to Association members shall include the following message at the conclusion of the communication. “If you wish to reply, reply only to the sender.”
 6. Communications directed to “All Association members,” or a subgroup thereof, shall be sent by “Blind c.c.” so as to avoid creating a forum for dialogue.
 7. The Association and its members shall comply with the District’s Responsible Use Policy for its DTR. Failure to comply with the Responsible Use Policy and/or this Article is caused for suspension or revocation of an individual’s right to use District DTR.

ARTICLE VI: HOURS

- A. Except as set forth in Section E below, unit employees who are teachers shall be on campus and responsible for instructional and other assigned duties for seven (7) hours and fifteen (15) minutes. All other unit employees are required as a minimum to work an eight (8) hour day, exclusive of lunch.
- B. Unit employees may leave after student dismissal one (1) hour early on Friday and after the students leave on the following scheduled early release days:

- day before Thanksgiving recess,
 - day before Christmas recess,
 - day before Easter recess, and
 - last day of school.

- C. In addition to the above minimum time, unit employees are responsible for other instructional day duties which include, but are not limited to, Open House, Back to School Night and Parent Conferences. Open House and Back-to-School Night are scheduled by the District as an annual evening event. On days when unit members are required to return for an evening event, i.e., Open House and Back to School Night, LMS Report Card Night and DLA Parent Evenings, unit members are permitted to leave campus at the end of the pupil instructional day. Unit employees who choose to leave the school site shall notify his/her principal.

During Parent Conference Week, at Livingston Middle School only, a Spring Report Card Night, where all teachers are available from 4 p.m. – 7 p.m., will be held. Students with A's or B's will have report cards mailed home and parents will have the option to meet with their child's teacher(s) during Report Card Night and DLA Parent Evenings. Students with grades of C or below will need to have parents pick-up report cards, and hold a conference with teacher(s) to review grades and discuss extra support options at the site. For parents who are unable to attend Report Card Night, teachers are available during the Parent Conference Week.

Parent committee meeting (i.e. Site Council) and curriculum committee assignments shall be voluntary; however, the site administrator may make committee assignments when volunteers have not filled vacancies. In such cases, assignments will be equitably made.

- D. Dual-Language Immersion teachers will hold three (3) parent educational activities during the school year in accordance with the DLA Staff Handbook.
- E. At the beginning of the year, site administrators will designate one day per week for staff meetings or collaborative planning. Due to unforeseen circumstances, meeting days may be changed with a week's advanced notice. Site administrators will request staff input but will be ultimately responsible for the agenda and for facilitating the meetings. Site

administrators may share this responsibility with teachers and other members of the staff.

The District shall schedule ten (10) common early release days for students on average of 1 day per month for the purpose of establishing common District-wide collaboration time. On such days, unit members shall have approximately 2 hours for school-wide department/grade level professional development and/or teacher collaboration with the objective of improving and supporting instructional practices which lead to improved academic performance outcomes for the District's EL, low income, and foster youth. This adjustment to the work week shall not result in the loss of instructional minutes nor reduce teacher preparation time per Article VII. On the weeks in which there is one of the 10 common early release days, an additional staff meeting will not be scheduled or conducted. Instead, the regularly-scheduled meeting time will be combined with the release time to create a longer block of teacher collaboration and/or professional development. Site administrators will seek input from teachers on the content of these early release days and incorporate the input and student achievement data in development of the agenda. On an early release day, the majority of the 2 hours shall be allocated for teacher collaboration on improving learning outcomes for the District's EL, low income and foster youth. No more than forty-five (45) minutes out of the 2 hours may be used for professional development. Written evaluations of professional development shall be solicited and the feedback will inform the subsequent content of early release days. Content of survey results will be shared with teachers. Collaboration sessions shall have an agenda posted 5 work days prior which states the purpose, learning objectives and items to be discussed. If no agenda is provided, the time will be used for teacher collaboration on improving learning outcomes for the District's EL, low income and foster youth. A designated recorder for the group shall prepare meeting notes and next steps to be submitted to members of the collaborating team and the site administrator.

Voluntary meetings and/or training will be called at the site administrator's discretion. All other required meetings will be subject to the compensation requirements of Article XII.

F. All unit employees shall be entitled to a duty free lunch period of thirty (30) minutes.

G. The scheduled workdays for unit employees shall be as follows:

New Teachers	187 days
Returning Teachers	184 days
Nurses	190 days
Librarians	202 days

H. The District retains its right to set opening and closing times of the school day and to set the opening and closing dates of the school year. The District will consider input from the Association in the adoption of the annual school calendar.

- I. District agrees to limit attendance requirements for returning teachers during preschool sessions to one (1) day with the remaining two (2) days to be reserved for individual teacher preparation.
- J. The District may establish at Livingston Middle School an alternate school day schedule with different beginning and ending times of the teacher duty day for certain unit employees who volunteer to teach AVID, Dual Learning Academy (DLA), Credit Recovery or other enrichment classes. Unit employees assigned to these alternate schedules shall have a length of workday which is consistent with Section A and shall have a preparation period as provided in Article VII.

Alternate school day assignments for the following school year shall be posted as vacancies on an annual basis in accordance with Article XI.D. Selection for such assignments shall be pursuant to Article XI.H.

Unit employees on alternate school day schedules are required to attend the weekly staff meetings or collaborative planning opportunities in Article VI.E and any mandatory trainings which may be scheduled for all LMS certificated employees. In the event that an alternative day schedule conflicts with scheduled meetings, collaborative planning, or trainings, unit employees are excused from such activities. Administrators shall provide these unit members with the information necessary to fulfill their professional responsibilities.

- K. Teachers in grades 6-8 shall use the District's on-line grading program at least every 3 weeks to provide grades which parents and students are able to access remotely.

ARTICLE VII: PREPARATION PERIOD

Aside from any unforeseen circumstances or designated meeting days as noted in Article VI, Section D, classroom preparation time shall be a minimum 45 minutes per day block of uninterrupted time, free of scheduled mandatory meetings.

As long as the district offers a seven (7) period master schedule, aside from any unforeseen circumstances or designated meeting days as noted in Article VI, middle school teachers classroom preparation time shall be a minimum of 60 minutes free of any scheduled mandatory meetings and after school supervision duties. As part of their professional duty, in the event that a parent needs to meet with a teacher afterschool, the teacher shall be available to meet for up to fifteen (15) minutes of the preparation time. If additional time is needed a meeting time will be set with the teacher.

ARTICLE VIII: CLASS SIZE

The District shall endeavor to keep class size as low as practical allowing for budget considerations and available space for additional classrooms.

The District maintains its right to determine the best procedures to follow in relation to meeting class size. The following is a partial list of possible solutions to excess student loads that may be used:

- Hiring additional certificated staff;
- Providing classroom aides;
- Reassignments of students;
- Double sessions; and
- Year Round school program.

ARTICLE IX: TEACHING CONDITIONS

- A. Unit employees shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or wellbeing.

ARTICLE X: LEAVE PROVISIONS

- A. The benefits which are expressly provided by this section, Article X, are the sole benefits which are part of this Collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or by implication, into this Agreement, nor are such other benefits subject to the Grievance Procedure, Article XV.
- B. As used in this article, “Immediate Family” shall be limited to mother, father, grandmother, grandfather, or a grandchild of the unit employee or of the spouse of the unit employee, and the spouse, son, soninlaw, daughter, daughterinlaw, brother, brotherinlaw, sister, sisterinlaw, legal guardian, foster child of the unit employee or any relative living in the immediate household of the unit employee.
- C. Salary Deduction for Unauthorized Leave: The unit employee’s daily salary for deduction purposes shall be compiled by dividing the employee’s salary by the number of scheduled work days.
- D. Personal Illness and Injury Leave:
1. Fulltime unit employees shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit employees who work less than fulltime shall be entitled to that portion of the ten (10) days leave as the number of hours per week of schedule duty relates to the number of hours for a full time unit employee in a comparable position.
 2. After all earned leave, as set forth in D.1. above, and all accumulated sick leave is exhausted, additional nonaccumulated leave shall be available for a period not to exceed five (5) school months, provided that the provisions of D.4. below are met. The amount deducted for leave purposes from the unit employee’s salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. The five (5) month period shall run consecutively to the use of earned and accumulated leave. Only one (1) such nonaccumulated leave shall be allowed for any single and continuous absence that extends into the next school year.
 3. If a unit employee does not utilize the full amount of leave as authorized in D.1. above in any school year, the amount not utilized shall be accumulated from year-to-year.
 4. Upon request by District management, a unit employee shall be required to present a medical doctor’s certificate verifying the personal injury or illness for absences of three (3) consecutive days or more. In addition, if a unit employee has exhibited a pattern of absences suggesting abuse of leave (e.g. Monday/Friday

absences) and has exhausted all 10 days of earned leave as set forth in D.1., above, District management upon notice may require for the remainder of the school year that future absences, regardless of duration, shall require medical verification from a doctor. If requested by District management, a unit employee shall not return to work until he/she submits a medical doctor's authorization to return to work with or without reasonable accommodation.

5. Whenever possible, a unit employee must contact his/her immediate supervisor as soon as the need to be absent is known, but no less than two (2) hours prior to the start of the work day to permit the employer time to secure substitute service.
6. A unit employee who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated leave; and if the absence exceeds more than one-half (1/2) day, a full day shall be deducted from accumulated leave.
7. A unit employee shall not be allowed to return to work and shall be placed on leave without pay if the unit employee fails to notify the District of the unit employee's intent to return to work at least two (2) hours prior to the close of the preceding work day.

E. Personal Necessity Leave

1. Leave which is credited under D.1. of the Article may be used, at the unit employee's election, for purposes of personal necessity; provided that use of such personal necessity leave does not exceed seven (7) days in any school year.
2. For purposes of this provision, personal necessity shall be limited to: (a) death or serious illness of a member of the unit employee's immediate family; and (b) an accident which is unforeseen involving the unit employee's person or property, or the person or property of a unit employee's immediate family.
3. The District shall grant four (4) days personal necessity leave credited under section E.1. above, for the unit employee's personal business without prior approval. Personal business shall not include any recreational or sports activities. When at all possible, prior notice shall be given to the site administrator at least twentyfour (24) hours before leave is taken. Leave granted under this section E.3 may be accumulated to a maximum of four (4) days.
4. Under all circumstances, a unit employee shall verify in writing that the personal necessity leave was used only for purposes as set forth in E.2. and E.3. above.

F. Bereavement Leave

1. A unit employee shall be entitled to a maximum of three (3) days leave of absence or five (5) days leave of absence if out-of-state travel, or travel of more than three

hundred (300) miles is required, without loss of salary or deduction from other leave benefits in this article, on account of the death of any member of his/her immediate family.

2. A unit employee shall notify the District as soon as possible and also state the expected duration of the absence to enable the District to secure a substitute.
3. Immediately upon return, a unit employee shall verify in writing that bereavement leave was used only for the purpose set forth in F.1. above.

G. Leave for Pregnancy Disability

1. Unit employees are entitled to use accumulated sick leave as set forth in D.1-3 and D.2. for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, on the same terms and conditions governing leaves of absence from other illness or medical disability. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit employee and the unit employee's physician.
2. Unit employees are entitled to leave not to exceed one (1) school year without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom, when sick leave, as set forth in D.1. and D.2. has been exhausted. The date on which the unit employee shall resume duties shall be determined by the unit employee on leave and the unit employee's physician.
3. The unit employee on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave was commenced.

H. Industrial Accident Leave

1. Unit employees will be entitled to an industrial accident leave according to the provision in Education Code Section 44984 for personal injury which has qualified for worker's compensation under the District's compensation insurance plan.
2. Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit employee would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident.
3. The District has the right to have the unit employee examined by a physician from a list of three (3) physicians designated by the District to assist in determining the length of time during which the unit employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the

injury involved. The cost of the examination will be paid by the District.

4. For any days of absence from duty as a result of the same industrial accident, the unit employee shall endorse to the District any wage loss benefit check from the District's compensation insurance plan, which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the unit employee would have received as salary had there been no industrial accident or illness. If the unit employee fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit employee's salary warrant the amount of such disability indemnity actually paid to and retained by the unit employee.

I. Judicial Leave

1. Unit employees will be provided leave for regularly called jury duty and to appear as a witness in court other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit employee. The unit employee shall submit, when possible, a written request for an approved absence not less than five (5) days prior to the beginning date of the leave or as a witness.
2. The unit employee, while serving jury duty, will receive full pay and will then turn jury check over to the District, minus mileage.

J. Other Leaves Without Pay

Upon recommendation of the Superintendent and approval by the Board of Trustees, leave without compensation, increment, or seniority credit may be granted to tenured teachers for up to one (1) school year. Provisions of this article shall not be subject to review by Article XV, Grievance Procedure. Unit employees on such leave may continue in the District fringe benefit plans by paying the total premium in a manner as prescribed by the District. The application for and granting of such leave of absence shall be in writing. In addition, a unit employee on such leave shall notify the District Personnel Office by March 1 of the school year as to intent to return to employment in the District. Failure to notify will be considered abandonment of position.

K. Sabbatical Leave

See District Policy available in Superintendent's Office.

1. Change District policy to allow two (2) one-half year leaves or one (1) yearly leave.
2. Pay fringe benefits for sabbatical leave at rate of one (1) premium per family.

L. Child Adoption Leave

A unit employee adopting a child may be entitled, upon written request, to a leave to commence at any time during the first year after receiving defacto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. This leave may be up to six (6) days. Days allowed under this section shall be deducted from Sick Leave days credited under Article X, Section E.1 of this Agreement. If unit member has used all allowance under Article X, Section E.1. the leave shall be at no cost to the District. The parties agree and understand that Personal Necessity Leave and Family Leave are available for absences necessary because of adoption.

M. Family Medical Leave

Employees may be entitled to twelve weeks annually of Family Care and Medical Leave pursuant to state and federal law for illness of the employee or dependent or for dependent care. Interested employees should contact the District Office.

N. Compensation Time

Employees may earn compensation time (day for day, hour for hour) for required or voluntary training pursuant to Article XII. This compensation time may be used in place or in lieu of sick leave when the employee is ill or injured, or it may be taken as personal compensation time leave when prior approval is granted by the employee's Principal. Denials shall be based on adequate substitute coverage.

O. Parental Leave

A unit employee shall be entitled to use up to 12 work weeks of parental leave for reason of the birth of a child or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee. Parental leave shall run concurrently with unpaid leave under the California Family Rights Act (CFRA) and shall be subject to the same rules as CFRA regarding use of leave except that a unit employee shall be eligible for parental leave even if he/she did not work 1,250 hours during the previous 12 months. Current and accumulated sick leave shall be used for parental leave until it is exhausted. Thereafter, the unit employee shall receive differential pay as described in Article X, Section D.2. or 50% pay, whichever is greater, for the remainder of the up to 12 work week period. The total aggregate parental leave and CFRA leave taken shall not exceed 12 work weeks in a 12 month period. A unit employee shall be entitled to return to his/her position held prior to taking parental leave.

P. Disabled Military Veterans Leave

A unit employee who is hired on or after January 1, 2017 who is a military veteran with a military service-connected disability rated at 30 percent or more by the United States

Department of Veterans Affairs shall be entitled to up to 10 days of sick leave with pay for the purpose of undergoing medical treatment for his or her military service-connected disability. He/She shall provide verification of eligibility for leave under this section from the U.S. Department of Veterans Affairs.

Leave under this section shall be in addition to sick leave available under Section D and shall be available for the first 12 months of employment. Any leave not used within this time period shall be forfeited.

Leave under this section shall be subject to the same rules regarding advance notice, verification, and leave deduction increment as for Personal Illness or Injury Leave under Section D.

ARTICLE XI: ASSIGNMENT, TRANSFER, AND FILLING OF VACANCIES

- A. The District management shall make preliminary assignments within the school and/or division for the ensuing school year as soon as administratively practicable, before May 1, unless a unique circumstance arises.
- B. Assignments shall be in writing, consist of subject matter and/or grade level(s) responsibilities and specify the unit employee's work location.

An "assignment" is an employee's grade level/subject area.

A "reassignment" refers to a change of grade level/subject area at the same school site.

A "transfer" is movement from one work location to another work location.

A change in school site and grade level/subject area is a "transfer" and a "reassignment."

- C. Unit employees affected by change in preliminary assignment shall be given written notice before the change is effectuated.
 - 1. Unit employees whose preliminary grade level assignment is changed after September 1 will be granted three (3) days release time to prepare for new assignments.
 - 2. Transfers or reassignments will not be done in a punitive manner, however, the District may transfer or reassign unit employees in order to fulfill a legal duty.

A unit employee who disagrees with the transfer/reassignment may request in writing a review of the site administrator's decision within five (5) work days. See section K for compensation for assignment change. The written request should clearly specify the unit employee's reasoning for not agreeing with the decision. The District will respond within five (5) work days.

- D. Subsequent to the issuance of preliminary assignments, according to Sections A through C above, the District management shall post, in each school and the District Office, a list of all known vacancies for the ensuing school year.
- E. Updated vacancy lists will be posted every ten (10) bargaining unit work days thereafter until the final work day of the regular school year, and monthly posting during summer vacation periods on District Website.
- F. For the purposes of this provision, a vacancy is any unit position which remains unfilled

after assignments, pursuant to Sections A through C above, or any unit position which was filled on an interim basis after the first ten (10) unit work days of the prior school year.

- G. No posted vacancy shall be permanently filled until five (5) week days after notice of the vacancy has been posted. After August 15, no posting shall be required.
- H. When the district receives more than one (1) transfer/reassignment request, the decision to fill the vacancy shall be based on the following factors:
 - 1. Training
 - 2. Experience in the areas of needs
 - 3. Credentialing
 - 4. Performance in an interview
 - 5. Needs of the district/or school

If the district determines two or more applicants are equally qualified under the above-listed criteria, the certificated employee with the most seniority in the district will receive the transfer/reassignment to the vacant position.

Consideration will be given to all applications for the vacancy which are properly submitted. However, the final selection is within the sole discretion of the District management. A unit employee who is denied a vacant position may request and will be granted a meeting with the administration to discuss the issue. Upon request, a written response will be granted.

- I. Transfers or reassignments of bargaining unit employees may be initiated by the District management at any time whenever such transfer or reassignment is in the best interest of the District as it relates to legitimate educational needs of the District.
- J. A unit employee affected by a transfer or reassignment, as stated in Section I, shall be given written notice as soon as administratively practicable; and when possible, a conference will be held between the appropriate management person and the unit employee in order to discuss the reason(s) for the transfer or reassignment. A unit employee may request reason(s) for denial in writing.
- K. If a reassignment or transfer occurs during the contractual work year, a unit employee shall be offered to be relieved of regular duties for three (3) days. Whenever a physical move occurs, the District will provide assistance in the form of boxes and basic moving supplies. Once a teacher completes packing boxes and other classroom items for moving, they will notify MOT by submitting a work order. Items will be moved to the new location within three (3) days of the work order submission date if the new location is ready. If additional time is needed, the district will coordinate a reasonable time to deliver the items with the teacher.

ARTICLE XII: CERTIFICATED SALARIES

A. CERTIFICATED SALARY SCHEDULE 2021-2022 184 days, 4% increase effective 7/1/2021

	A	B	C	D	E	
	BA+30	BA + 45	BA + 60	BA + 75	BA + 90	
1	60,901	61,862	63,507	67,159		1
2	61,862	63,312	65,625	69,378		2
3	62,830	64,756	67,745	71,595		3
4	63,790	66,200	69,863	73,811		4
5	65,717	68,127	71,987	76,023		5
6	67,647	70,053	74,153	78,239		6
7	69,573	72,462	76,322	80,459		7
8	71,498	74,875	78,486	82,676	84,704	8
9		77,280	80,707	84,887	86,781	9
10		79,693	82,924	87,106	88,914	10
11		82,099	85,139	89,417	91,100	11
12			87,356	91,733	93,339	12
13			89,570	94,043	95,633	13
14			91,786	96,445	98,456	14
17				99,436	101,363	17
20				102,428	104,359	20
23				105,418	107,446	23
25					110,624	25

B. General Salary Schedule Provisions

All units are semester units taken beyond the B.A. awarding date. Teachers having fewer than 30 units beyond their BA will have a 2% decrease in salary.

All teachers must hold a valid California Teacher's Credential in a field appropriate to their grade level and subject area.

All teaching employees must have their credentials on file by September 1 of each school year in the Livingston Union School District and with the Merced County Superintendent of Schools.

The District agrees to allow yearly increment steps earned for years of service.

The District agrees to allow horizontal growth for those members who have earned the necessary units and have met the requirements of this contracted agreement.

It is the District's option to designate training as either voluntary or required. It is the

teacher's discretion to participate or not participate in voluntary training.

Required Training: Required training outside the workday or work year will be compensated, at a minimum of \$50/hour or compensating time offered. The compensation rate will be set by the District. The unit member shall elect whether to receive compensation or compensating time off. Compensating days shall accrue and be used pursuant to the provisions of Article X, Section N.

Voluntary Training: The District may choose to compensate, or not compensate for voluntary training activities. If the District elects to compensate unit members for voluntary training, it will be the District's discretion to set the compensation rate, or in the alternative to offer hour-for-hour compensating time off. Compensating days shall accrue and be used pursuant to the provisions of Article X, Section N.

A unit member who receives an unsatisfactory rating in an area(s) within their evaluation will be placed on a Professional Improvement Plan (PIP) for the area or areas designated unsatisfactory. Unit employees on a Professional Improvement Plan may be required to attend training outside the instructional day or work year, subject to compensation at \$50.00 per hour. Such training will not qualify for horizontal or vertical movement on the salary schedule. The training program will be developed and agreed upon by both the teacher and site administrator. If an agreement is not reached, the site administrator will make the final decision.

A unit member who receives overall unsatisfactory evaluations in two consecutive years shall not be entitled to make any step or column movements on the salary schedule for the ensuing school year. In such instances, the employee may appeal the evaluation to the PAR Committee for review. The unit member may request an additional observation by an administrator mutually selected by the District and LETA. The administrator will report to the PAR Committee. The PAR Committee's decision on the appeal will be final. An employee who subsequently remediates his or her performance will not move more than one step on the salary schedule per year.

Middle School supervision of athletic activities and school dances after teachers' workday will be compensated at a flat fee of \$65.00 per activity or event.

C. Stipends

The District will provide a \$1269 stipend for unit members holding an earned Master's Degree.

The District will provide a \$1269 stipend for unit members holding an earned Language Development Specialist Certificate or CLAD for unit members hired prior to November 1, 2007.

The District will provide a \$644 annual stipend to unit members holding National

Teacher Certification.

D. Extra Duty Pay

After School Activities: Teachers will receive \$1250 for sport coaching.

Sports: Volleyball, Basketball, Baseball, Softball, Soccer, Track, and Cross Country.

Yearbook: \$600

Student Council: \$1165

Academic Coaching: \$1250

Sixth Grade Camps: \$1000

Dual Language Teachers: \$850

E. Bonuses

The District will pay a \$1,000.00 one-time bonus to unit employees earning a District-approved reading certificate.

The District retains its right to award other stipends or bonuses to assist in the recruitment of highly qualified candidates.

ARTICLE XIII: PLACEMENT AND UNIT EVALUATION

- A. Classroom teachers new to the District
 - 1. Credit for experience
 - a. Certificated employees new to the District may receive credit up to five (5) years of fulltime teaching experience in a public elementary, junior high or high school. All teaching experience must have been earned within ten (10) years prior to the date of application. It will be the District's decision to determine placement on the salary schedule for new employees having credentials in subject areas for which there is a shortage of qualified candidates, such as in special education.
 - 2. Placement on the salary schedule
 - a. Teachers new to the District will be placed on the salary schedule in the appropriate classification by September 30 of the school year in which they are hired, provided the school has received the appropriate transcripts from the college or university attended.
 - b. An employee hired after the beginning of the school year must file his/her credential within one (1) week after hire in the District Superintendent's Office and the County School Office.
- B. General provisions for salary placement for classroom teachers currently under contract.
 - 1. Requirements for vertical growth
 - a. Each teacher may receive one (1) vertical salary increment per year in the classification for which the teacher qualifies, provided that the teacher has completed a professional growth requirement of three (3) semester units or the quarter hour equivalent of college or university credit every three (3) years.
 - b. A maximum of two (2) units of equivalent credits per submission may be approved by the Professional Course Evaluation Committee to meet professional growth requirements. Equivalent credits are:

- (1) Approved college or university classes not meeting the hourly requirements as outlined in policy B.2.f.(1).(d).dd.(i)(ii).
 - (2) Approved college or university classes which give college credit for traveling.
 - (3) Other travel that will benefit the students.
 - (4) Other professional activities or work as interpreted and approved by the Professional Course Evaluation Committee
- c. A teacher who completes college/university course work may receive unit credit toward vertical progression on the salary schedule without purchasing units. This provision only applies if the teacher submits to the superintendent or designee documentation confirming the full completion of the coursework. The verification can be submitted in the following forms: 1) an official letter of completion from the institution offering the course work, 2) an official certificate of completion from the institution, 3) a credential authorization, 4) a letter verifying course completion signed by the instructor, written on letterhead, or 5) verification of completing unit bearing training offered by the district.

*(Example: A teacher completes four (4) units of course work offered through Brandman University. The teacher does not purchase the 4 units because she does not seek horizontal progression on the salary schedule, but would like to use the units for vertical progression. Without purchasing the units, the teacher would receive three (3) units of credit required for professional growth toward vertical progression provided that the teacher submit to the district a certificate of completion from Brandman University or any other documentation as noted above.) See **MOU dated May 23, 2011 attached as an Appendix to this Agreement.***

- d. As an alternative to a.-c., a teacher may receive one (1) vertical salary increment per year in the classification for which the teacher qualifies, provided that the teacher has completed a professional growth requirement of 24 hours of professional development every three (3) years either by attending trainings/workshops sponsored or contracted by the District, or by attending workshops, institutes, or conferences from other education service providers. Trainings from non-District service providers must be approved by the Professional Course Evaluation Committee upon submission of appropriate documentation of completion in order to meet professional growth requirements. Training/workshop hours shall count toward the professional growth requirement when offered during or after the duty day whether or not paid by the District.

- e. The professional growth requirement will begin for each new teacher the first day of service as a probationary certificated employee.
- f. Upon the end of the three year cycle, a teacher who has not met the professional growth requirement shall remain at his/her present position on the salary schedule until the following year at which time he/she shall move one step on the salary schedule each year until the professional growth requirement becomes due again in three years (*e.g. a teacher with 3 years of service at vertical step 3 who does not meet his/her professional growth requirement would remain at step 3 in year 4 and then would move to step 4 in year 5, step 5 in year 6, and then the three year cycle would repeat.*)

2. Horizontal growth classifications

- a. Each teacher is required to file an intention of horizontal move in classification by May 1 of the year preceding the move.
- b. One horizontal move per year will be permitted. Certificated employees are allowed to take twelve (12) semester units per school year. The school year begins on or about September 1 and ends on or about August 1. Certificated employees shall not take more than eight (8) semester units at one time, excluding summer school.
 - (1) The school year relates to employees teaching during the regular school year, September to June or summer school. For any certificated employee not teaching in summer school, the school year ends on or about June 15.
 - (2) If an employee can justify to the Superintendent that another class is required for the completion of a credential or a degree, the Superintendent may give approval.
- c. Proof of college or university units taken each year must be furnished to the Superintendent by September 15. Teachers are required to turn in all college or university classes taken for salary credit by September 30 for that school year.
- d. All college or university units taken for salary credit must be submitted to the Superintendent with an official transcript or grade card having the official seal or signature of the college or university registrar to be acceptable for salary credit.
- e. Equivalent credits used for professional growth requirements do not apply

to horizontal movement.

- f. All college or university units taken must have the prior approval of the Professional Course Evaluation Committee and must meet all the conditions established by the Trustees for this Committee.

(1) Professional Course Evaluation Committee

- (a) The Committee will consist of three (3) people; two classroom teachers elected by the faculty (one from grades K4 and one from grades 58) and the Superintendent or his designee.
 - aa. The classroom teacher representatives are to be elected yearly. The representatives are to be elected by September 15.
 - bb. One alternate will be selected in grades K4 and one from grades 58. The alternates will serve as follows:
 - (i) The grade K4 alternate will serve in the absence of the K4 representative on the Committee.
 - (ii) The grade 58 alternate will serve in the absence of the 58 representative on the Committee
- (b) The Committee will approve in advance, prior to taking the course, all college or university classes which will be credited for horizontal movement on the salary schedule.
 - aa. In an emergency, the Committee may provide retroactive approval for the taking of a college or university class. The approval must be approved by twothirds (2/3) of the Committee's members.
- (c) Guidelines to be used by the Committee when approving college or university units are:
 - aa. All units credited for advancement on the salary schedule must be approved by the Professional Course Evaluation Committee by a twothirds (2/3) majority vote.
 - bb. The Committee will meet biweekly if it is necessary

to study and validate employee requests for approval of college or university units.

- (i) Committee meeting dates will be established by the District Superintendent or his designee after consulting with other Committee members.
 - (ii) The meetings will use Roberts Rules of Order as a guideline for conducting meetings.
 - (iii) The District Superintendent or his designee will serve as chairman of the Committee.
 - (iv) A secretary will be appointed by the District Superintendent after consulting with the Committee members.
- (d) The Professional Course Evaluation Committee will assure that college or university classes approved for credit will meet the following conditions:
- aa. Must be directly related to improving the classroom teacher's abilities to improve classroom instruction for students in the Livingston District or subject to the approval of the Committee, an employee may have classes approved that will lead to the attainment of a Master's Degree, a counseling or a K8 administrative credential, provided the employee, while taking such courses, is enrolled in an approved college or university Masters, administration or counseling program.
 - bb. Directly related to the teaching assignment of the classroom teacher. The classes under this section are not to be repetitive.
 - cc. District agrees to allow courses meeting current college requirements for hours to be approved for horizontal growth, provided they are acceptable for an advanced credential or degree.
 - dd. The college or university class must meet the following hourly requirements.

- (i) A semester unit class must meet for fifteen (15) instructional periods of at least sixty (60) minutes each, exclusive of a final examination; quarter unit classes must meet an equivalent amount of time.
 - (ii) Extension classes must meet for fifteen (15) instructional periods of at least fifty (50) minutes. If the class is held for longer than fifty (50) minutes class period per day, then the class must meet the hourly requirement as outlined in section (i) above.
 - (iii) Units Evaluation Committee shall have the authority to approve courses that do not meet the hourly requirement, provided the course is directly related to improving the classroom teachers' abilities to improve classroom instruction for students in the Livingston District.
- (e) Regulations for college or university units within each fifteen (15) unit division of the salary schedule.
 - aa. In each fifteen (15) unit division, nine (9) units may be taken in any field that the certificated employee may desire. The remaining six (6) units in the fifteen (15) unit division shall be of graduate or upper division level, and related to the field of education; acceptable for a planned degree or credential; or recommended by the District.
 - bb. No more than four (4) lower division units will be allowed in any fifteen (15) unit group. All lower division units must have prior approval by the Unit Evaluation Committee.
 - cc. The District may require, as a prerequisite to horizontal movement on the salary schedule, the unit employee to take up to six (6) units of upper division or graduate credit in areas selected by the building principal. This paragraph is not to be applied retroactively.

ARTICLE XIV: FRINGE BENEFITS

- A. Coverage for medical, dental and vision benefits for unit employees and their eligible dependents shall be offered through the Self Insured School of Kern California (“SISC”). Unit members will have a choice of Plan A-1, Plan A-2, Plan B-1, Plan B-2, Plan C-1, Plan C-2 (See attached Exhibit A).

The District’s total annual contribution for all Health insurance will increase by \$500 for a total cap of \$17,462 in 2019-2020 and increase by \$500 in 2020-2021 for a total cap of \$17,962. The dollar amount of the increase shall be calculated based on all active and eligible retired employees.

All costs in excess of the District’s maximum monthly contribution shall be paid by unit members through payroll deductions. Unit members will have a choice of Plan A-1, Plan A-2, Plan B-1, Plan B-2, Plan C-1, Plan C-2, or other plans agreed to by the parties. In lieu of paying the costs in excess of the District’s maximum contribution, the Association may make plan changes to ensure that the cost of Plan C-2 does not exceed the District’s maximum contribution.

- B. The District will allow unit members who retire at age 55 or older with twenty (20) years of service within the District to continue in the District’s Medical Program until age 65. The District will pay, on behalf of eligible retirees and their eligible dependents, the same amount that the District pays for active employees, as that amount changes from time-to-time. Coverage under this paragraph will terminate upon the unit member attaining age 65.
- C. The District will provide, as the District’s contribution, 8.25% of base salary and stipends to State Teachers Retirement System as required by law.
- D. The District will provide for District selected Workers Compensation Insurance.
- E. The District will provide Unemployment Insurance through the State Unemployment Insurance Fund.
- F. The District may implement the Golden Handshake as delineated in the provisions of SB 858, for those bargaining unit employees who wish to take advantage of it. The provisions of this section are conditioned upon the following:
1. In future years the District may implement the Golden Handshake with the window of opportunity occurring annually, provided the employee notifies the District on or before March 1, and retires prior to July 1 of that year or as mutually agreed upon by the parties.
 2. The District shall provide medical benefits and pay the premium for the employee

and spouse for five (5) years or until the employee reaches age 65, which ever may occur earlier. These health benefits shall be subject to other conditions applicable to retirees and health benefit programs, e.g. 20 years service requirements, unless waived.

G. Any employee who resigns from employment with the District shall have fringe benefit coverage only to the end of the month in which the resignation becomes final.

H. Health and Welfare Benefits Committee:
A committee with 6 members appointed by LETA will review plan options available from the current health benefit JPA and at least one other carrier and make recommendations by June 1, 2018 for the 2018-2019 plan year. The District shall provide reasonable release time for this purpose. Plan changes may be made by LETA in accordance with Section A. Any recommended changes shall be approved by a vote of LETA membership.

ARTICLE XV: GRIEVANCE PROCEDURES

A. Definitions

1. A “grievance” is a goodfaith allegation by a grievant that he/she has been adversely affected by a misinterpretation or violation of the specific provisions of the agreement. Action as to challenge or change the established policies of the District must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Trustees, is not within the scope of this Procedure.
2. A “grievant” may be any unit employee(s) covered by the terms of this agreement.
3. A “day” is any day in which unit employees are required to be on duty.
4. The “Immediate Supervisor” is the manager or supervisor having immediate jurisdiction over the grievant who has been designated by the District to administer grievances.

B. Informal Level

Before filing a formal grievance, the grievant should attempt to resolve it by an informal conference with his immediate supervisors.

C. Formal Level (Level I - Step One)

1. Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his grievance in writing on the appropriate District form to his immediate supervisor. This shall be a clear, concise statement of the grievance, including the specific provision of agreement, claimed to have been violated, the circumstances constituting such alleged violation, the decision rendered at the informal conference, and the specific remedy sought. The immediate supervisor shall communicate his decision to the unit employee in writing within ten (10) days after receiving the formal grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.
2. Within the above time limits, either party may request a personal conference.

D. Level II

1. If the grievant is not satisfied with the decision at Level I, he may, within ten (10) days, appeal the decision on the appropriate District form to the Superintendent or his designee. This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.
2. The Superintendent or his designee shall communicate his decision to the grievant within fifteen (15) days. If the Superintendent or his designee does not respond within the time limits provided, the grievant may appeal to the next level.
3. After the Process outlined in Level I and II of the Grievance Procedure, the grievant may submit in written letter form a request for the Livingston Union School District Board of Trustees to be the final arbitrator of his/her grievance. If this procedure is requested and the Board agrees to hear the grievant, the unit employee waives his/her right to binding arbitration as outlined in Level III. The Board decision to hear the grievance shall be acted upon at the next regular board meeting following the request.

E. Level III

1. If the grievant believes the decision at Level II to be incorrect, he/she may, within five (5) days, submit a request in writing to the Association with a copy to the Superintendent for arbitration of the dispute. The Association may notify the Superintendent of its intent to submit the dispute to arbitration within fifteen (15) days of the grievant's request. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.
2. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the party incurring them.
3. The arbitrator shall, as soon as possible, hear evidence and render a decision of the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
4. The arbitrator will have no power to add to, subtract from or modify the terms of this agreement.

5. Issues arising out of the exercise by the Board and administration of its responsibility referred to in Article XVIII, Management Rights, including the facts underlying its exercise of such discretion shall not be subject to this procedure.
6. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his decision which will be final and binding upon the parties. The arbitrator shall have no power to award more than \$50,000 per grievance.

ARTICLE XVI: EVALUATION PROCEDURES

- A. The chief responsibility for formal unit employee evaluation shall be that of each building principal; however, this responsibility may be shared with the District Superintendent or an administrator designated by the Superintendent.
- B. Probationary unit employees shall be formally evaluated at least twice per year.
- C. Tenured unit employees shall be formally evaluated at least once every other year.
- D. Evaluations shall be based on classroom visitation and upon such other factors as they affect the operation and welfare of the total education program. Hearsay statements shall be excluded from written evaluations.
- E. Unit employees will be given ten (10) days to respond in writing to a written evaluation and have the written response attached to the evaluation document.
- F. Unit employees are to receive a copy of this evaluation.
- G. Schedule for evaluation of probationary unit employees.
 - 1. October 15 - Preliminary observation of first year unit employees, followed by a conference with the unit employee to discuss deficiencies and suggestions for improvement.
 - 2. November 20 - Observation and assistance to probationary unit employees followed by conference.
 - 3. January 15 - A formal evaluation by principal of probationary unit employee.
 - 4. January 22 - Report of probationary unit employee evaluations and preliminary recommendations regarding reemployment, reassignment, and tenure, forwarded to the District Office.
 - 5. March 10 - Principal makes a final supplementary evaluation of unit employees previously considered unsatisfactory and reports his observations to the Superintendent.
 - 6. On or before May 1 - A formal evaluation of probationary unit employees shall be made in writing and a copy thereof be given to the unit employee.

H. Permanent employee evaluation.

1. On or before May 1 - Evaluation of permanent employees at least every two (2) years. A copy of this evaluation is to be submitted to the District Office.
- I. The District proposes a new evaluation form which is aligned to the CSTP's (2009 version). See attached. This new evaluation form will be piloted on a voluntary basis during the 2018-2019 and 2019-2020 school years. At completion of the two (2) pilot years, but not later than April 30, 2020, LETA and the District will meet to negotiate final language and forms for inclusion in the LETA contract. Ratification by both bargaining teams must occur before inclusion in the LETA contract.

ARTICLE XVII: EMPLOYEE PERSONNEL FILES

- A. Unless otherwise agreed to by the unit employee, the personnel file shall not include material which was obtained prior to the employment of the unit employee.
- B. The person or persons who draft or place material in a unit employee's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file. Information of a derogatory nature shall not be entered or filed unless, and until, the employee is given notice and opportunity to review and comment thereon. An employee shall have the right to enter and have attached to any derogatory statement his/her own comments thereon. Such review shall take place during normal business hours and the employee shall be released for this purpose without salary reduction. Unit employees will be given ten (10) days to respond in writing to material before it is placed in their personnel file.
- C. Access to personnel files shall be limited to the unit employee and the members of the District Administrative staff on a needtoknow basis. District trustees may request the review of a unit employee's file at a personnel session of the Board of Trustees. The contents of all personnel files shall be kept in the strictest confidence.
- D. Negative evaluation material in a unit employee's personnel file shall be removed after remaining in the file for a period of four (4) years.
- E. The District shall maintain the unit employees personnel file at the District's Central Office.
- F. The unit employee may, upon written authorization, allow an Association representative access to examine and/or obtain copies of materials in the unit employee's personnel file. The District shall accept no responsibility for the confidentiality for unit employee's files that have been opened for Association representatives. The written authorization for access to a unit employee's personnel file shall be placed in the file as a permanent record.

ARTICLE XVIII: DISCIPLINE SHORT OF DISMISSAL

- A. Discipline shall be for just cause only.
- B. Progressive discipline shall be used.
- C. Before discipline is imposed, the Unit member shall be given a written statement of charges indicating the facts and causes alleged, the disciplinary action proposed, and notice of the right to appeal such discipline by filing a grievance at Level Three (3) of Article Grievance Procedure of the Agreement.
- D. Discipline under this article is limited to suspensions of fifteen (15) days or less.

ARTICLE XIX: MANAGEMENT RIGHTS

- A. It is understood and agreed that the District retains all of its power and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns, determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

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

ARTICLE XX: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

The District and Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organization activities.

ARTICLE XXI: SAVINGS

If any provisions of this agreement are held to be contrary to law then such provisions will be deemed invalid to the extent required, but all other provisions shall continue in full force and effect.

ARTICLE XXII: MENTOR TEACHER PROGRAM

The Livingston Elementary Teachers Association agrees to participate in the Mentor Teacher Program as outlined in California State Program Advisory CIL: 83/4-5 dated November 1, 1983.

MEMORANDUM OF UNDERSTANDING

LIVINGSTON UNION ELEMENTARY SCHOOL DISTRICT & LIVINGSTON ELEMENTARY TEACHERS ASSOCIATION (LETA)

This Memorandum of Understanding between the Livingston Union Elementary School District ("District") and the Livingston Elementary Teachers Association ("LETA") (collectively "the parties") documents the parties' agreement on the following understanding of Article XII B pertaining to the professional growth requirement for vertical growth.

The parties agree as follows:

A teacher who completes college/university course work may receive unit credit toward vertical progression on the salary schedule without purchasing units. This provision only applies if the teacher submits, to the superintendent or designee, documentation confirming the full completion of the course work. The verification can be submitted in the following forms: 1) an official letter of completion from the institution offering the course work; 2) an official certificate of completion from the institution; 3) a credential authorization; 4) a letter verifying course completion, signed by the instructor, written on letterhead; or 5) verification of completing unit bearing training, offered by the district.

Example: A teacher completes four (4) units of course work offered through Brandman University. The teacher does not purchase the 4 units because she does not seek horizontal progression on the salary schedule, but would like to use the units for vertical progression. Without purchasing the units, the teacher would receive the three (3) units credit required for professional growth toward vertical progression (per the CBA) provided that the teacher submits to the district a certificate of completion from Brandman University or any other documentation as noted above.

Notwithstanding any current language in the current collective bargaining agreement to the contrary, the purchase of units is required for horizontal progression on the salary schedule. Purchased units yielding an official transcript may be used for both vertical and horizontal movement.

Dated: May 23, 2011



Andrés Zamora, Superintendent
Livingston Union Elementary School District

Dated: May 23 2011



René Banda, LETA President
Livingston Elementary Teachers Association

APPENDIX I: MOU-PROFESSIONAL GROWTH REQUIREMENT

EXHIBIT A: LETA INSURANCE PLANS



Certificated Health Insurance Options 2018/19

October 1, 2018 - September 30, 2019

Plan A-1 40630C	
100%, \$0 Ded.; \$30 Co-Pay	1,556.00
*OOP \$1000/3000; Behavioral Health 2000	
Prescription Navitus \$0 Ded.; \$7-25	
Delta 70-100%, \$1500 max; Ortho \$1000	109.50
VSP Plan B	22.10
Monthly Cost	1,687.60
Yearly Total	20,251.20
District Paid CAP	16,962.00
Employee Contribution (Annual)	3,289.20
Employee Contribution (10 Month)	328.92

Plan A-2 40630C	
100%, \$0 Ded.; \$30 Co-Pay	1,556.00
*OOP \$1000/3000; Behavioral Health 2000	
Prescription Navitus \$0 Ded.; \$7-25	
Delta PPO, 100% \$2000 max; Ortho \$1000	108.50
VSP Plan B	22.10
Monthly Cost	1,686.60
Yearly Total	20,239.20
District Paid CAP	16,962.00
Employee Contribution (Annual)	3,277.20
Employee Contribution (10 Month)	327.72

Plan B-1 40630A	
100%, \$100/300 Ded, \$20 Co-Pay	1,527.00
*OOP \$1000/3000; Behavioral Health 2000	
Prescription Navitus \$0 Ded.; \$9-35	
Delta 70-100%, \$1500 max; Ortho \$1000	109.50
VSP Plan B	22.10
Monthly Cost	1,658.60
Yearly Total	19,903.20
District Paid CAP	16,962.00
Employee Contribution (Annual)	2,941.20
Employee Contribution (10 Months)	294.12

Plan B-2 40630A	
100%, \$100/300 Ded, \$20 Co-Pay	1,527.00
*OOP \$1000/3000; Behavioral Health 2000	
Prescription Navitus \$0 Ded.; \$9-35	
Delta PPO, 100% \$2000 max; Ortho \$1000	108.50
VSP Plan B	22.10
Monthly Cost	1,657.60
Yearly Total	19,891.20
District Paid CAP	16,962.00
Employee Contribution (Annual)	2,929.20
Employee Contribution (10 Months)	292.92

Plan C-1 40630D	
100%, \$300/\$600 Ded, \$30 Co-Pay	1,432.00
*OOP \$1000/3000; Behavioral Health 2000	
Prescription Navitus Ded \$200/500; \$10-35	
Delta 70-100%, \$1500 max; Ortho \$1000	109.50
VSP Plan B	22.10
Monthly Cost	1,563.60
Yearly Total	18,763.20
District Paid CAP	16,962.00
Employee Contribution (Annual)	1,801.20
Employee Contribution (10 Month)	180.12

PLAN C-2 40630D	
100%, \$300/\$600 Ded, \$30 Co-Pay	1,432.00
*OOP \$1000/3000; Behavioral Health 2000	
Prescription Navitus Ded \$200/500; \$10-35	
Delta PPO, 100% \$2000 max; Ortho \$1000	108.50
VSP Plan B	22.10
Monthly Cost	1,562.60
Yearly Total	18,751.20
District Paid CAP	16,962.00
Employee Contribution (Annually)	1,789.20
Employee Contribution (10 Month)	178.92

*OOP: Medical Out of Pocket Max

Plan Changes are due to Berenice Camilo by August 1, 2018.

ATTACHMENT A: CERTIFICATED EVALUATION FORMS
CERTIFICATED EVALUATION

The purpose of evaluation is the improvement of instruction.

Teacher's Name		Course/Subject/ Grade Level		School	Date
<input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1st Year <input type="checkbox"/> Probationary 2nd Year <input type="checkbox"/> Permanent					
Not Observed	Exceeds Standard	Meets Standard	Needs Strengthening	STANDARD 1: Domains of Professional Responsibility (assessed by reflection, formal and informal observations, documentation, conference, professional development, or other professional duties)	
Engaging & Supporting All Students in Learning					
Sub Standards:					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.1 Using knowledge of students to engage them in learning	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.3 Connecting subject matter to meaningful, real-life contexts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.4 Using variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.5 Promoting critical thinking through inquiry, problem solving, and reflection	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.6 Monitoring student learning and adjusting instruction while teaching	
Comments:					
Evidence for rating of "Needs Strengthening"					
Recommendations for strengthening <i>Engagement and Supporting of All Student Learning</i>:					
Overall Rating for Standard 1: <i>Domains of Professional Responsibility</i> (circle one):					
Exceeds Standards		Meets Standards		Needs Strengthening	

CERTIFICATED EVALUATION

The purpose of evaluation is the improvement of instruction.

Not Observed	Exceeds Standard	Meets Standard	Needs Strengthening	STANDARD 2: Creating & Maintaining Effective Environments for Student Learning
Sub Standards:				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.5 Developing, communicating, and maintaining high standards for individual and group behavior
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.7 Using instructional time to optimize learning
Comments:				
Evidence for rating of "Needs Strengthening":				
Recommendations for strengthening <i>Creating and Maintaining of Effective Environments for Student Learning</i>:				
Overall Rating for Standard 2: <i>Creating & Maintaining Effective Environments for Student Learning</i> (circle one):				
Exceeds Standards Meets Standards Needs Strengthening				

Not Observed	Exceeds Standard	Meets Standard	Needs Strengthening	STANDARD 3: Understanding & Organizing Subject Matter for Student Learning	
Sub Standards:					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.3 Organizing curriculum to facilitate student understanding of the subject matter	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.4 Utilizing instructional strategies that are appropriate to the subject matter	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	
Comments:					
Evidence for rating of "Needs Strengthening":					
Recommendations for strengthening the <i>Understanding and Organizing of Subject Matter for Student Learning</i>:					
Overall Rating for Standard 3: <i>Understanding & Organizing Subject Matter for Student Learning</i> (circle one):					
Exceeds Standards		Meets Standards		Needs Strengthening	

Not Observed	Exceeds Standard	Meets Standard	Needs Strengthening	STANDARD 4: Planning Instruction & Designing Learning Experiences for All Students	
Sub Standards:					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.1 Using Knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.2 Establishing and articulating goals for student learning	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.3 Developing and sequencing long-term and short-term instructional plans to support student learning	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	
Comments:					
Evidence for rating of "Needs Strengthening":					
Recommendations for strengthening <i>Planning Instruction and Designing Learning Experiences for All Students</i>:					
Overall Rating for Standard 4: <i>Planning Instruction & Designing Learning Experiences for All Students</i> (circle one):					
Exceeds Standards		Meets Standards		Needs Strengthening	

CERTIFICATED EVALUATION

The purpose of evaluation is the improvement of instruction.

Not Observed	Exceeds Standard	Meets Standard	Needs Strengthening	<h3 style="margin: 0;">STANDARD 5: Assessing Student Learning</h3>
Sub Standards:				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.3 Reviewing data, both individually and with colleagues, to monitor student learning
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.5 Involving all students in self-assessment, goal setting, and monitoring progress
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.7 Using assessment information to share timely and comprehensible feedback with students and their families
Comments:				
Evidence for rating of "Needs Strengthening":				
Recommendations for strengthening <i>Assessing Student Learning</i>:				
Overall Rating for Standard 5: <i>Assessing Student Learning</i> (circle one):				
<div style="display: flex; justify-content: space-around;"> Exceeds Standards Meets Standards Needs Strengthening </div>				

Not Observed	Exceeds Standard	Meets Standard	Needs Strengthening	STANDARD 6: Developing as a Professional Educator	
Sub Standards:					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.1 Reflecting on teaching practice in support of student learning	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.4 Working with families to support student learning	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.5 Engaging local communities in support of the instructional program	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.6 Managing professional responsibilities to maintain motivation and commitment to all students	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.7 Demonstrating professional responsibility, integrity, and ethical conduct	
Comments:					
Evidence for rating of "Needs Strengthening":					
Recommendations for strengthening <i>Developing as a Professional Educator</i>:					
Overall Rating for Standard 6: <i>Developing as a Professional Educator</i> (circle one):					
Exceeds Standards		Meets Standards		Needs Strengthening	

Exceeds Standard	Meets Standard	Needs Strengthening	Overall Summary of the Standards of Professional Responsibility
			Standard 1: Domains of Professional Responsibility
			Standard 2: Creating & Maintaining Effective Environments for Student Learning
			Standard 3: Understanding & Organizing Subject Matter for Student Learning
			Standard 4: Planning Instruction & Designing Learning Experiences for All Students
			Standard 5: Assessing Student Learning
			Standard 6: Developing As a Professional Educator

Summary of Evaluation:
Suggestion(s) to Enhance Student Learning:
District Support(s) provided to educator to achieve student learning:
The Administrator and the Teacher will work collaboratively to identify next steps to support student learning.
Administrator input:
Teacher input:

Pre-observation(s)	Date(s):
Full lesson observation(s)	Date(s):
Post-observation(s)	Date(s):

OVERALL EVALUATION

- Meets Standards
- Does Not Meet Standards-Referred to PAR
- Notice of Unsatisfactory Performance to be Issued no later than _____.
[Required for all PAR referrals]

Administrator's Signature

Date

TEACHER'S COMMENTS - NOTICE IS HEREBY GIVEN PURSUANT TO EDUCATION CODE SECTION 44031 THAT TEN (10) WORKDAYS FROM RECEIPT OF THIS DOCUMENT THE DISTRICT INTENDS TO ENTER A COPY OF SUCH DOCUMENT IN YOUR PERSONNEL FILE. YOU HAVE THE RIGHT TO REVIEW AND ATTACH YOUR COMMENTS TO SUCH DOCUMENTS. YOU MAY SUBMIT SUCH COMMENTS AT ANY TIME.

I acknowledge being apprised of the above evaluation at a personal conference.

Teacher's Signature

Date

I have the right to attach a statement: **Teacher's Initials:** _____