

**AGREEMENT**

**BETWEEN THE  
LA CAÑADA UNIFIED SCHOOL DISTRICT  
AND THE  
LA CAÑADA TEACHERS' ASSOCIATION**

**EFFECTIVE JULY 1, 2015 THROUGH JUNE 30, 2018**

**REVISED August 29, 2018**

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**EFFECTIVE JULY 1, 2015 THROUGH JUNE 30, 2018**

**LA CAÑADA TEACHERS' ASSOCIATION**

BY Mandy Redfern  
MANDY REDFERN, PRESIDENT

DATED: 2/19/16

**LA CAÑADA UNIFIED SCHOOL DISTRICT**

BY [Signature]  
DAVID SAGAL, PRESIDENT OF THE  
GOVERNING BOARD

DATED: 3/1/16

**LA CAÑADA UNIFIED SCHOOL DISTRICT  
AND THE  
LA CAÑADA TEACHERS' ASSOCIATION**

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1 ARTICLE I

2 AGREEMENT

3 1. The Articles and provisions contained herein constitute a bilateral and binding  
4 agreement ("Agreement") by and between the La Cañada Unified School District  
5 ("District") and the LCTA ("Association"), a professional employee organization, a  
6 Chapter of CTA and NEA.

7 2 This Agreement shall supersede such rules, regulations or practices of the District  
8 which are or may, during the term of this Agreement, be contrary to or inconsistent with  
9 its content.

10 3. All policies and procedures appended hereto form a binding part of this Agreement and  
11 shall be treated as such by both parties to this Agreement (Appendices A through M).

12 4. The provisions of the Agreement shall not be interpreted or applied in a manner, which  
13 is arbitrary, capricious or discriminatory. Rules which are designed to implement this  
14 Agreement shall be uniform in application and effect.

15 5. During the term of this Agreement, both parties waive and relinquish the right to  
16 negotiate items covered by this Agreement except as provided for in Article VIII,  
17 Negotiations Procedures, Paragraph 2.

18 6. Improvements in professional employee benefits; i.e., wages, hours, working  
19 conditions and items related thereto, which are brought about by the amendment or  
20 addition of statutory guarantees now provided in California or federal law shall be  
21 incorporated into this Agreement.

22 7. Reduction or elimination of professional employee benefits; i.e., wages, hours,  
23 working conditions, and items related thereto, which are brought about by the amendment

1 or repeal of statutory guarantees incorporated into this Agreement shall obligate the  
2 parties within ten (10) days of such amendment or repeal to negotiate to determine if such  
3 benefits should be restored to this Agreement.

4 8. If any provisions of this Agreement are held to be contrary to law by a court of  
5 competent jurisdiction, such provisions will not be deemed valid and substituting except  
6 to the extent permitted by law, but all other provisions of this Agreement will continue in  
7 full force and effect.

1 ARTICLE II

2 TERM

3 This agreement shall remain in full force effective July 1, 2015 up to and including June 30,  
4 2018.

5 RE-OPENERS FOR 2016-17

6 Salary, benefits, Evaluations MOU and calendar.

7 RE-OPENERS FOR 2017-18

8 Salary, benefits, Collaboration MOU and calendar.

1 ARTICLE III

2 RECOGNITION

3 1. The District recognizes the Association as the exclusive representative of all part- or  
4 full-time bargaining unit members placed on the regular bargaining unit members  
5 salary schedule or the ROP Salary schedule, specifically including all regular contract  
6 classroom K-12 teachers, temporary certificated employees, music teachers, special  
7 education teachers, counselors, nurses, librarians, learning analysts/psychologist,  
8 vocational education coordinator, building department chairperson, elementary  
9 curriculum leaders, SIP teachers, resource teachers, ROP teachers, other special  
10 assignment teachers and bargaining unit members taking early retirement under  
11 contract with the District; and excluding all bargaining unit members not placed on  
12 the regular bargaining unit member salary schedule, specifically, management  
13 personnel such as, Superintendent, central office administrators, principals, assistant  
14 principals, all substitute bargaining unit members, except as they become placed on  
15 the regular bargaining unit member salary schedule, and other limited casual  
16 bargaining unit members as long as such personnel are not employed to replace  
17 actively employed bargaining unit members. As new certificated positions are  
18 created, determination of representation will be made on the basis of whether or not  
19 the bargaining unit member is placed on the regular bargaining unit member salary  
20 schedule or ROP salary schedule. Existing unit members shall be given first choice of  
21 filling hourly, Extra-Duty/Extra Pay and new positions such as, ROP, SI, etc., and  
22 shall remain unit members.



1           2. "Bargaining unit member" refers to any employee who is included in the appropriate  
2           unit as defined in this Article and therefore covered by the terms and provisions of this  
3           Agreement.

1 ARTICLE IV

2 DISTRICT RIGHTS

3 1. It is understood and agreed that the Governing Board retains all of its powers and  
4 authority to direct and control the District to the full extent of the law. All matters not  
5 specifically enumerated in this Agreement and which are outside the scope of negotiation  
6 in accordance with Government Code section 3543.2 are reserved to the District.

7 2. It is agreed that such reserved rights include, but are not limited to, the exclusive right  
8 and power to determine, implement, supplement, change, modify or discontinue, in whole  
9 or in part, temporarily or permanently, any of the following:

10 A. The legal, operational, geographical, and organizational structure of the  
11 District.

12 B. The financial structure of the District, including all sources and amounts of  
13 financial support, income, funding, taxes, and debt, and all means and conditions  
14 necessary or incidental to the securing of same. This includes all budgetary  
15 matters and procedures, including the budget calendar, the budget formation  
16 process, accounting methods, fiscal and budget control policies and procedures,  
17 and all budgetary allocations, reserves, and expenditures apart from those  
18 expressly allocated to fund the obligations of this Agreement.

19 C. The acquisition, disposition, number, location, types and utilization of all  
20 District properties, whether owned, leased, or otherwise controlled, including all  
21 facilities, grounds, parking areas and other improvements.

22 D. All services, except those rendered by bargaining unit members, to be rendered  
23 to the public, the nature, methods, quality, quantity, frequency and standards of

1 service, and the personnel, facilities, vendors, supplies, materials, vehicles,  
2 equipment and tools to be used in connection with such services; the lawful  
3 subcontracting of services to be rendered and functions to be performed, including  
4 educational, support, construction, maintenance and repair services.

5 E. The utilization of personnel not covered by this Agreement, including but not  
6 limited to substitutes, casual employees, consultants, instructional aides and  
7 supervisory or managerial personnel, and the methods of selection and assignment  
8 of such personnel.

9 F. The educational policies, procedures, philosophy, objectives, goals and  
10 programs, including those relating to curriculum, course content, textbook  
11 selection, educational equipment and supplies, admissions, attendance, student  
12 transfers, grade level advancement, guidance, grading, testing, records, pupil  
13 health and safety, pupil conduct and discipline, transportation, food services,  
14 racial and ethnic balance, extra-curricular and co-curricular activities, emergency  
15 situations, the substantive and procedural rights and obligations of students,  
16 parents, teachers, other personnel and the public with respect to such matters  
17 except consulting and conferring as provided in Article IX., Consulting and  
18 Conferring.

19 G. The hiring, selection, classification, compensation, direction, promotion,  
20 demotion, discipline and termination of all personnel of the District, affirmative  
21 action and equal employment policies and programs to improve the District's  
22 utilization of women and minorities; the assignment of employees to any location  
23 limited only by the express language of other Articles in the contract.

1 H. The duties and standards of performance for all employees; and whether any  
2 employee adequately performs such duties and meets such standards, limited only  
3 by the express terms of Article XV, Evaluation Procedures.

4 I. The dates, times and hours of operation of District facilities, functions, and  
5 activities, and work schedules limited only by the express terms of Article XI,  
6 Bargaining unit member Duties/Hours of Employment.

7 J. The termination or layoff of bargaining unit members as the result of the  
8 exercise of any of the rights enumerated above or as a result of the exercise of any  
9 other rights of the District not limited by the clear and explicit language of this  
10 Agreement.

11 K. The guarantee of the rights and educational opportunities of students.

12 3. The exercise of the foregoing powers, duties, rights, and responsibilities of the District,  
13 the adoption of policies, rules, regulations and practices in furtherance thereof and the use  
14 of judgment and discretion in connection therewith shall be limited only by the specific  
15 terms of this Agreement. In the event a conflict between this Article and the expressed  
16 terms of any other Article of this Agreement, the latter shall prevail.

17 4. Any dispute arising out of or in any way connected with either the existence of or the  
18 exercise of any of the above-described rights of the District is not subject to the grievance  
19 and arbitration provisions set forth in Article X, unless the dispute is otherwise grievable  
20 under another Article of this Agreement.

21 5. The Governing Board retains its right to amend, modify or rescind policies and  
22 procedures referred to in this Agreement in cases of emergency. An emergency shall be  
23 considered only when there is a clear and present danger to the safety of students or

1 employees or when failure to act would result in a cessation of operations of the District.  
2 When a decision or action is necessary that is in violation of this Agreement, the District  
3 shall make public the reasons for such decision or action and such decision or action shall  
4 not affect any other provisions of this Agreement, nor shall the decision or action be  
5 intended to have any other effect except to deal immediately with the emergency, and  
6 such decision or action shall be limited by the duration of the emergency.  
7 6. These rights are limited by the express language of other articles of this Contract.

1 ARTICLE V

2 ASSOCIATION RIGHTS

3 1. The Association and its members may schedule through normal administrative  
4 procedures the use of school equipment, buildings, and facilities, to transact Association  
5 business at times when such use does not interfere with the instructional or educational  
6 activities of the District.

7 2. The Association may rent a private space at the District Office building complex for  
8 the use of the Association or its officers. The Association agrees to pay \$1.00 per month  
9 fees for such use.

10 3. The Association may use the school mail, employee mailboxes, and bulletin boards for  
11 all Association communications in accordance with District procedures. Communications  
12 posted on a bulletin board shall be dated, and shall give the name of the Association  
13 sending the communication and the name of a responsible officer of the Association and  
14 a copy shall be forwarded to the District Office.

15 4. The District agrees to respect the request of the Association to meet with the  
16 Governing Board or representative members of the Governing Board on matters of  
17 concern to the Association.

18 5. The District shall provide the Association with all the names, addresses, and salary  
19 placement of all bargaining unit members defined in Article III, Recognition, of this  
20 Agreement.

21 6. The District shall permit the President of the Association to install a telephone at  
22 Association expense in an area convenient to the President's usual work site.

1 7. The District shall provide to the President of the Association, substitute and/or release  
2 time up to a total of one-fifth (1/5) of the President's regular assignment. The District will  
3 invoice and the Association will reimburse the District by May 31, each year at the actual  
4 cost of the lowest cost replacement teacher who is in the same credential area of the  
5 President or at the day to day substitute rate. Before final staffing plans are completed at  
6 the President's work site and prior to the close of school, the President shall submit a plan  
7 for the utilization of such release or substitute time to his supervisor. Any plan or  
8 adjustment of such plan shall be to minimize interference between the President's  
9 Association duties and the responsibilities of his regular assignment and shall be mutually  
10 agreed upon by the bargaining unit member and his immediate administrator. At such  
11 time as the Association hires professional personnel in leadership roles from non-district  
12 personnel, except as provided in Article VIII, Negotiations Procedures, Paragraph 3, this  
13 provision shall be null and void.

14 8. The District shall provide release time for Association negotiators for the purpose of  
15 negotiating and/or preparing for negotiations. Amount and extent of release time and  
16 number of negotiators for which release time is provided will be initially agreed at the  
17 negotiations table.

18 9. Within six (6) weeks' time of ratification of this Agreement by both parties, the District  
19 and Association will provide one copy of the Agreement to each Bargaining unit  
20 member. The Association's clerical staff shall assist the District in this responsibility.

21 10. These Rights are limited by the express language of other articles in this Contract.

1 ARTICLE VI

2 BARGAINING UNIT MEMBER RIGHTS

3 1. The District and Association recognize the right of bargaining unit members to form,  
4 join, pay fees to, and participate in lawful activities of bargaining unit member  
5 organizations.

6 2. All of the rights accorded to a bargaining unit member under any provision of the  
7 Agreement apply to all aspects of his employment in the School District including, but  
8 not limited to basic working assignment, days and times of service, extra duty/extra pay  
9 assignments and field trip or other employment related activities.

10 3. The District shall not require a physical or psychological examination of any  
11 bargaining unit member, except as required by law.

12 4. Any bargaining unit member may make an agreement or contract, related to his  
13 professional employment, between himself and the District provided that such Agreement  
14 or contract is consistent with terms of this Agreement. A copy of such Agreement or  
15 contract shall be forwarded to the Association upon acceptance of the contract by the  
16 parties.

17 5. The District shall encourage bargaining unit members to attend professional meetings  
18 and conferences which are consistent with plans for individual development of staff and  
19 may authorize reimbursement of bargaining unit member expenses incurred upon  
20 recommendation of the Superintendent. The District shall have procedures to implement  
21 the above. A denial of attendance at professional meetings or conferences is not  
22 grievable.



1 6. The District shall not require the use of an instructional aide by a bargaining unit  
2 member contrary to the bargaining unit member's judgment.

3 7. The bargaining unit member may determine curriculum presentation methods,  
4 instructional material uses, and the immediate usability of his immediate work facility  
5 within his professional duties subject to Article XVI, Evaluations and District policy.

6 8. Rights of the terminated employees:

7 A. All unit members subject to Reduction in Force effective June 2004 shall be  
8 eligible to receive health and welfare benefits through September 2004.

9 B. During the 24/39-month reappointment period the district must offer substitute  
10 teaching service to terminated employees in order of seniority as follows:

- 11 • First priority: Terminated permanent employees (Education Code 44956)  
12 Compensation for terminated permanent employees who serve more than  
13 21 days within a period of 60 schooldays, shall be not less than the amount  
14 the employee would receive if he or she were being reappointed, including  
15 his or her first 20 days of substitute service
- 16 • Second priority: Terminated probationary employees (Education Code  
17 44957) Terminated Probationary employees shall be given priority over  
18 regular district substitutes and shall be paid at the established substitute  
19 rate
- 20 • Third priority: Regular district substitutes

21 C. A terminated employee's right to reappointment may be waived by the  
22 employee, without prejudice for one (1) school year. Such a waiver does not  
23 deprive the employee of his right to subsequent offers of reappointment.

1           D. During the 24/39-month reappointment period, the district shall make  
2           available to terminated employees any professional development/training  
3           opportunities that are provided to active unit members.

4           9. Any bargaining unit member who served in a temporary teaching assignment  
5           (temporary assignment shall be defined as 75% or more of the school year) for three  
6           consecutive years, upon rehire for the 4th consecutive year, shall be granted Probationary  
7           2 status.

8           10. These Rights are limited by the express language of other Articles in this Contract.

1 ARTICLE VII

2 PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

3 1. Any bargaining unit member who is a member of the Association or who has applied  
4 for membership may sign and deliver to the District an assignment authorizing deduction  
5 of unified membership dues. Such authorization shall continue in effect from year-to-year  
6 unless revoked in writing between June 1 and September 15 of any year. Pursuant to such  
7 authorization the District shall deduct one tenth (1/10) of such dues from the regular  
8 salary check of the bargaining unit member each month for ten (10) months. Deductions  
9 for bargaining unit members who sign such authorization after the commencement of the  
10 school year shall be appropriately prorated to complete payments by the end of the school  
11 year.

12 2. With respect to all sums deducted by the District pursuant to authorization of the  
13 bargaining unit members, the District agrees to remit promptly such monies to CTA and  
14 deliver to the Association an alphabetical list of bargaining unit members for whom such  
15 deductions have been made.

16 3. The Association agrees to furnish any information needed by the District to fulfill the  
17 provisions of this Article.

18 4. Upon appropriate written authorization from the bargaining unit member, the District  
19 shall deduct from the salary of such bargaining unit member and make appropriate  
20 remittance for annuities, credit union, savings bonds, charitable donations, or any other  
21 plans or programs jointly approved by the Association and the District.

1 ARTICLE VIII

2 NEGOTIATION PROCEDURES

3 1. Not earlier than February 1 of the calendar year in which this Agreement expires,  
4 either party to the Agreement may initiate in writing the process of negotiations. Both  
5 parties will make a conscientious effort to reach agreement on the negotiated matters  
6 before the close of the regular school year, including the resolution of any impasse as  
7 provided by law.

8 2. At any time, either party to the Agreement may initiate in writing the process of  
9 negotiations on any matter, provided that the other party agrees to such negotiations.

10 3. Either party may utilize the services of outside consultants to assist in the negotiations.

11 4. Either party may negotiate by means of authorized officers, individual representatives,  
12 or committees.

13 5. Copies of budgetary and other information that are necessary for the Association to  
14 fulfill its role as the exclusive bargaining representative will be supplied by the District  
15 when requested in writing by the Association.

1 ARTICLE IX

2 CONSULTING AND CONFERRING

3 1. The District proposes to utilize the District Curriculum Council, curriculum writing  
4 committees and textbook selection committees as currently organized to deal with the  
5 definition of educational objectives, determination of course content, curriculum and  
6 textbook selection. The District agrees to make reasonable effort to provide the  
7 Association with information regarding the activities of these groups or committees. The  
8 District further agrees to provide opportunities for consulting on these matters including  
9 the structure and organization of these committees.

10 2. The District agrees not to adopt policies or procedures that affect bargaining unit  
11 members without providing the Association an opportunity to review such policies or  
12 procedures and indicate possible concerns. The District further agrees to provide  
13 opportunities for conferring on such concerns.

14 3. The District reserves the right to act in a timely way in matters when the Association  
15 wishes to consult or confer or when the Association wishes to express concern in matters  
16 of policy or procedures adoption. The District and Association agree to meet within two  
17 weeks of receipt of the Association's request to consult and confer under this Article.

1 ARTICLE X

2 GRIEVANCE PROCEDURE

3 1. GENERAL

4 A. The purpose of this Article is to provide a procedure for the resolution of  
5 disputes (grievances) pertaining to an alleged violation, misapplication, or  
6 misinterpretation of the specific provisions of this agreement.

7 B. Definitions:

8 (1) Grievance - A grievance is a complaint by a member or the  
9 Association that there has been an alleged violation, misapplication, or a  
10 misinterpretation of the specific provisions of this Agreement.

11 (2) Grievant - A grievant is a bargaining unit member or the Association  
12 who is filing a grievance.

13 (3) Representative - A representative is a member of PR&R or its  
14 designee, or legal counsel who participates in the grievance procedure.

15 (4) Immediate Administrator - An immediate administrator is the  
16 administrator having immediate jurisdiction over the bargaining unit  
17 member whom is filing the grievance.

18 (5) Day - A day for processing grievances is defined as a day on which the  
19 District Office is open for business. If vacation days such as winter recess  
20 and spring recess are encompassed for the filing of a grievance, the  
21 processing of the grievance will be extended by an off-setting number of  
22 days which will prevent bargaining unit members from the necessity of  
23 processing grievances during their vacation periods.

1 C. Most grievances arise from misunderstanding or disputes, which can be settled  
2 promptly and satisfactorily on an informal basis at the immediate administrative  
3 level. The District and the Association agree that every effort will be made by the  
4 administration and the grievant to settle both informal and formal grievances at  
5 the lowest possible levels. Inasmuch as dissatisfactions and disagreements arise  
6 among people in any work situation, the filing of a grievance shall not be  
7 construed as reflecting unfavorably upon a bargaining unit member's good  
8 standing, performance, loyalty or desirability to the organization. Bargaining unit  
9 members, bargaining unit member representatives and all other persons involved  
10 in the presentation of a grievance will be free from restraint, interference,  
11 coercion, discrimination, or reprisal. The settlement of a grievance at the informal  
12 level shall not bind either side to an interpretation of the Agreement. However,  
13 the settlement of a grievance at Step Two or above of the formal level may be  
14 used as evidence of the meaning of any agreement provision in the settling of any  
15 subsequent grievance or dispute.

16 D. Failure by the administration to adhere to decision deadlines shall permit the  
17 grievant to appeal the grievance automatically to the next step (higher level).  
18 Failure of the grievant to adhere to the submission deadlines shall mean that the  
19 grievant is satisfied with the latest decision and waives any right to further appeal.  
20 However, nothing prevents the parties from extending the dates by mutual  
21 agreement. A formal grievance may begin at the appropriate step on Appendix L  
22 where the alleged violation occurred. A grievance may be advanced to a higher  
23 step on Appendix L by mutual agreement of the parties.

1 E. Nothing contained herein will be construed as limiting the right of any  
2 bargaining unit member having a grievance to discuss the matter informally with  
3 his/her immediate administrator and to have the grievance adjusted without  
4 intervention by the Association, provided that the adjustment is not inconsistent  
5 with the terms of this Agreement, and provided that the grievance is settled by the  
6 Informal Procedure.

7 F. The Association may initiate a grievance relating to Association Rights as  
8 specified in Article V, Association Rights.

9 G. After filing and during the processing of a grievance, the grievant shall  
10 continue to fulfill all of his/her duties and responsibilities and the District shall  
11 continue to operate within the Agreement and District policy.

12 H. All documents dealing with the processing of a grievance shall be filed  
13 separately from the personnel files of the participants.

14 I. Grievance investigation and resolution shall be performed during the work day,  
15 but shall be achieved as far as possible during non-instructional time to minimize  
16 disruption of the grievant's professional duties.

17 J. When a grievance has been filed by a bargaining unit member, the grievant may  
18 terminate the grievance at any time by giving written notice to the District. Failure  
19 to comply with time limits, to attend scheduled meetings to discuss or hear the  
20 grievance, or to provide requested information at the grievant's disposal relating  
21 to the subject matter of the grievance shall be deemed a termination of the  
22 grievance by the grievant. The District will give written notice of such  
23 termination to the grievant.



1 K. The grievant and /or the administrator has the right to have a representative  
2 present beginning at the second step of the formal stage of the grievance  
3 procedure. In no case shall more than one Association representative be given  
4 released time for attending grievance meetings. The grievant, however, must be  
5 present at each step of the grievance procedure.

6 L. Nothing contained herein shall deny to any bargaining unit member his/her  
7 rights under state or federal constitution and laws.

8 M. The grievant, his/her representative and witnesses who are required to appear  
9 at arbitration hearings will be granted appropriate released time.

## 10 2. GRIEVANCE PROCESSES

### 11 A. Informal Procedure:

12 In the use of this procedure it is understood that nothing shall be reduced to  
13 writing except the date when the grievance has been made known (Appendix L),  
14 dates of meetings, and dates when decisions have been communicated to the  
15 grievant. It is anticipated that most grievances will be resolved at this level.

16 (1) The grievant shall first make every attempt to resolve the complaint or  
17 grievance with the grievant's immediate administrator.

18 (2) Within thirty (30) days after the grievant knows or by reasonable diligence  
19 should have known, of the act or omission upon which the grievance is based, the  
20 grievant shall bring the grievance to the attention of the grievant's immediate  
21 administrator and shall thereafter make every attempt to resolve the complaint or  
22 grievance with the grievant's immediate administrator.

1 (3) The immediate administrator shall communicate his/her decision to the  
2 grievant within seven (7) days after hearing the complaint.

3 B. Formal Procedure

4 The formal procedure is provided for those few problems, which are not resolved  
5 under the informal plan.

6 (1) Step 1: If the grievance is not resolved in a manner satisfactory to both parties,  
7 the grievant may appeal the informal decision by filing a written complaint with  
8 the grievant's immediate administrator within seven (7) days after receiving the  
9 results of the informal procedure. The written information shall include,  
10 (Appendix M):

11 a) A description of the specific grounds of the grievance, including names,  
12 dates, and places necessary for a complete understanding of the grievance.

13 b) A listing of the provisions of this Agreement which are alleged to have  
14 been violated or misapplied.

15 c) A listing of the reasons why the immediate administrator's proposed  
16 resolution of the problem is unacceptable.

17 d) A listing of specific actions requested of the immediate administrator,  
18 which will remedy the grievance.

19 (2) The immediate administrator shall meet with the grievant within ten (10) days  
20 and shall give five (5) days' notice of the meeting.

21 (3) The immediate administrator shall within seven (7) days of such meeting send  
22 a copy of the grievance and the proposed resolution to the Association President,  
23 or designated representative, and shall not agree to the adjustment or resolution of

1 the grievance until the Association has been given the opportunity to file a  
2 response.

3 (4) The Association shall respond in writing to the immediate administrator  
4 within seven (7) days of the receipt of the notice. The immediate administrator  
5 shall render a written decision within seven (7) days of the Association's response.  
6 Copies of the decision will be sent to both the grievant and the Association.

7 (5) Step 2: If the grievance is not resolved in a manner satisfactory to both parties,  
8 it may be appealed to the Superintendent or his/her designated representative  
9 within seven (7) days following Step 1 of the Formal Procedure.

10 (6) The appeal shall be in writing and shall include those items required in Step 1,  
11 what has been done in Step 1, and why the resolution from this step was not  
12 acceptable, including the Association opinion, if any.

13 (7) The Superintendent or his/her designee shall meet with the grievant and  
14 representatives, if any, within ten (10) days and shall give five (5) days' notice of  
15 the meetings.

16 (8) Notice of appeal, when filed, shall be sent to the Association President or  
17 designated representative. The grievant and/or administrator may have  
18 representation if they choose.

19 (9) The Superintendent or designee shall render a written decision within seven  
20 (7) days of the meeting. A copy of such decision shall be sent to the grievant and  
21 the Association.

22 (10) If a grievance arises from action or inaction on the part of a member of the  
23 administration above the grievant's immediate administrator, the grievant shall

1 submit such grievance in writing to the Superintendent or designated  
2 representative, and such grievance will commence at the second step of the  
3 Formal Procedure Level.

4 C. Arbitration

5 (1) If a grievance is not resolved in the steps provided above, the Association may  
6 request in writing that the grievance be brought to a hearing before an arbitrator.  
7 The written request shall be filed in the Office of the Superintendent within ten  
8 (10) days after receipt of the written decision at Step 2.

9 (2) The arbitration proceeding shall be conducted by an arbitrator to be selected  
10 by the two parties within ten (10) days after said notice is given. If the two parties  
11 fail to reach agreement on an arbitrator within ten (10) days, the American  
12 Arbitration Association will be requested to supply a list of five (5) names. Each  
13 party will alternately strike from the list until only one name remains. The order  
14 of striking will be determined by lot.

15 (3) The arbitrator shall be subject to the following limitations:

16 a) The arbitrator shall have no power to add to, subtract from, disregard,  
17 alter, or modify any of the terms of this Agreement.

18 b) The arbitrator shall have no power to change any practice, policy, or  
19 rule of the District or law, nor to substitute his/her judgment for that of the  
20 Governing Board other than as applies to the specific matters of the  
21 grievance.

22 (4) All costs for the services of the arbitrator, including, but not limited to, per  
23 diem expenses, travel and subsistence expenses and the cost of any hearing room

1 will be borne equally by both parties. All other costs will be borne by the party  
2 incurring them.

3 (5) Either party may request a certified court reporter to record the entire  
4 arbitration hearing. The cost of the services and expenses of such court reporter  
5 shall be paid by the party requesting the reporter or shared by the parties if they  
6 both mutually agree. If the arbitrator requests a court reporter, then the costs shall  
7 be added to the costs of arbitration.

8 (6) Hearings held under this procedure shall be conducted at a time and place  
9 which will afford a fair and reasonable opportunity for all persons entitled to be  
10 present to attend.

11 (7) The arbitrator's decision will be in writing and will set forth the findings of  
12 fact, reasoning and conclusions of the issues submitted. The decision of the  
13 arbitrator will be submitted to the Association and the Governing Board and will  
14 be final and binding upon the parties. If any question arises as to the arbitrability  
15 of the grievance, such question will be ruled upon by the arbitrator only after  
16 he/she has had an opportunity to hear all matters of the grievance relative to  
17 arbitrability. The question of arbitrability will be decided before the arbitrator  
18 hears the grievance itself.

1 ARTICLE XI

2 BARGAINING UNIT MEMBER DUTIES/HOURS OF EMPLOYMENT

3 1. The number of days that a bargaining unit member shall be required to perform duties  
4 or attend meetings shall be specified on a District calendar appended hereto (Appendix A,  
5 School Calendar). In the case of counselors and psychologists, additional work days may  
6 be required as specified in their Contracts.

7 2. The length of the regular school day including starting and ending time shall be fixed  
8 by the Governing Board, upon recommendation of the Superintendent. The working day  
9 of bargaining unit members shall be from one-half (1/2) hour before the start of the  
10 regular school day to twenty-two (22) minutes after the end of the regular school day.

11 Each bargaining unit member will be provided a duty-free lunch of one-half (1/2) hour  
12 between the hours of 10:50 a.m. and 1:30 p.m. Each bargaining unit member shall be  
13 provided professional preparation time within the regular school day as follows:

14 Elementary, 150 minutes per week (the District will provide an education aide during the  
15 physical education period to work with the assigned physical education teacher, thereby  
16 providing the regular classroom teacher with a 30 minute preparation period per day)

17 with a maximum of 305 minutes of instruction per day. Grades 7-12, one period  
18 preparation time for each five periods plus STEP/Homeroom taught by the bargaining  
19 unit member (teaching and preparation period, 56 minutes), no teacher will be

20 responsible for more than five teaching periods plus STEP/Homeroom per day unless  
21 mutually agreed upon. Grades 7-12 bargaining unit members shall have a maximum of  
22 two hundred eighty-six (286) minutes of instruction per day, excluding passing periods.

23 In the case of alternating day schedules, teaching and preparation time may be

1 accumulated over a two (2) day period, and no period shall exceed one hundred five  
2 (105) minutes, nor shall any bargaining unit member be required to teach more than three  
3 hundred fifty (350) minutes on any one day per 1.0 FTE. The bargaining unit member  
4 shall not be accountable for more than eight (8) hours per day except as hereinafter  
5 described.

6 3. Within the above specified hours and times, all bargaining unit members shall be  
7 expected to perform other professional duties, including a maximum of fifteen (15) hours  
8 of supervision per 1.0 FTE per year. Teachers shall only be responsible for supervising  
9 children. Supervision may be performed before, during, or after contract hours. If  
10 mutually agreed upon, supervision hours may be performed during preparation periods or  
11 lunch.

12 A. K-6 supervision will be assigned.

13 B. 7-12 supervision will begin with voluntary sign-ups for a minimum of the 8 of  
14 the 15 supervision hours at the beginning of the school year. Bargaining unit  
15 members who do not voluntarily sign up will be assigned in as equitable a fashion  
16 as possible. For second semester, bargaining unit members will be allowed to  
17 voluntarily sign up for the remainder of their supervision obligation. Any  
18 supervision needs not covered will be assigned in an equitable fashion to those  
19 members who have not completed their supervising obligation. 7-12 members  
20 shall be responsible for supervising at least one major school activity (such as, but  
21 not limited to, dances, athletic competitions, school performances).

22 C. 7-12 site administration will provide bargaining unit members with one report  
23 during each semester showing the number of hours completed.

1 4. Any supervision performed after completing 15 hours is subject to Appendix B or  
2 covered by the non-instructional rate, with administrative approval.

3 5. Additionally, bargaining unit members may be required to attend, no more than twice  
4 within a week, meetings held outside the working day when such meetings are required  
5 by the educational needs of the District. Bargaining unit members shall not be  
6 accountable to attend meetings more than one and one-half (1-1/2) hours beyond the  
7 normal working day or more than ten (10) meetings per quarter. Meetings shall be held  
8 on two (2) specific days of the week designated at the beginning of each school year.  
9 Bargaining unit members shall also be expected to attend a Back-to-School night and an  
10 Open House night each year and may be required to supervise one additional building  
11 related activity such as student group activity, presentation to parents, graduation  
12 ceremony, or other activity assignment that is necessary for the safety and well-being of  
13 students. When a bargaining unit member is required to supervise such additional  
14 activities, such bargaining unit member shall be permitted to leave his regular assignment  
15 earlier that day than he would normally, provided that all the bargaining unit member's  
16 instructional obligations for that day have been fulfilled.

17 6. Also, bargaining unit members shall attend Individual Education Plan (IEP) meetings  
18 as required by law. Individual Educational Plan meetings shall be scheduled at a time  
19 mutually agreed upon by the parent/guardian and the other IEP team members. IEP  
20 meetings shall be scheduled on days of the week that are not designated for other  
21 meetings (example: Mondays are designated as LCTA meeting days.) At least one (1)  
22 general education teacher shall be in attendance for the entire duration of an IEP meeting.  
23 The priority shall be to hold IEP meetings outside of the instructional day. Block day



1 conference periods may be used by grades 7-12 unit members to schedule IEP meetings.  
2 Meetings shall be scheduled for sixty (60) minutes, and limited to ninety (90) minutes in  
3 length, unless mutually agreed by the parent and other IEP team members to extend.

4 7. Also bargaining unit members shall be expected to meet general education student  
5 needs such as parent/bargaining unit member conferences outside of the normal working  
6 hours when necessary and practicable.

7 8. All bargaining unit members shall participate in professional collaboration time.

8 A. The focus of the collaboration time shall be on improving quality instruction  
9 to enhance student learning based on individual, site and district goals and  
10 initiatives.

11 B. Elementary grade level representatives (TK-6), PLC Leads (7-12) and  
12 administrators shall work together with equal authority to develop the agendas,  
13 goals and activities for collaboration time.

14 C. Collaboration time shall be accrued through banking of instructional minutes  
15 throughout the school year.

16 1. The school day shall be adjusted to accommodate thirty-four (34) one-  
17 hour sessions at both the 7/8 and 9-12 school sites.

18 2. The school day shall be adjusted to accommodate eleven (11) three  
19 hour and fifteen minute collaboration sessions for first through sixth  
20 grades at elementary sites.

21 3. Elementary physical education teachers will collaborate for three hours  
22 and be provided with fifteen (15) minutes for instructional preparation

1 during the instructional day. See attached bell schedules and calendars for  
2 specific dates and times.

3 4. On collaboration days, Transitional Kindergarten and Kindergarten  
4 students shall remain on the regular day schedule. Consistent substitutes  
5 will be provided to release Kindergarten teachers for five (5) full  
6 collaboration days.

7 5. On collaboration days, elementary teachers shall be provided a  
8 minimum of fifteen (15) minutes of professional preparation time.

9 D. Banked minutes shall be used to provide a minimum instructional day on the  
10 day scheduled for Open House and on the last student day at all elementary sites.

11 E. Banked minutes shall be used to provide a minimum instructional day for the  
12 day following Open House at 7/8 and 9-12.

13 F. Reports summarizing the content of the collaboration day shall be written and  
14 submitted following each collaboration meeting by the elementary grade level  
15 representatives (TK-6) and PLC Leads (9-12) to the supervising administrator.

16 G. The specific dates of collaboration shall be specified with the District calendar  
17 appended hereto (Appendix A1, School Calendar Collaboration Dates).

18 H. No collaboration dates shall be scheduled the last Friday of April.

19 9. Duties in addition to those specified herein shall be required only when agreed to by  
20 the bargaining unit member or by the Association in writing. The only duties which will  
21 be compensated for in addition to the regular salary schedule are as follows:

22 A. Extra Duty/Extra Pay as described in Article XXII.

1           B. Hourly duties compensated in accordance with Hourly Rate Schedule  
2           (Appendix E).

3           C. Additional work days as described in Paragraph 1 above.

4           10. Nothing contained herein shall be interpreted so as to prevent a bargaining unit  
5           member from attending meetings or performing additional duties in a manner consistent  
6           with her/his own sense of professional responsibility.

1 ARTICLE XII

2 SHARED AND PART-TIME TEACHING ASSIGNMENTS

3 I. SHARED TEACHING ASSIGNMENTS

4 A. Eligibility

5 1. Shared teaching assignments shall be available only to tenured  
6 bargaining unit members who have mutually agreed to work together. By  
7 March 1 of the preceding year, both bargaining unit members shall submit  
8 a written detailed plan to the Superintendent or designee stating how the  
9 applicants would insure close cooperation in such matters as planning;  
10 teaching; evaluating; communicating with one another, parents, staff and  
11 administrators; and performing adjunct duties.

12 2. The Superintendent or designee must agree to the proposed shared  
13 teaching plan. Bargaining unit members requesting a shared assignment  
14 shall be informed of the status of their proposal by May 1. The  
15 determination as to whether any proposed shared teaching assignment  
16 should be approved is at the sole discretion of the Superintendent. If the  
17 proposed plan is rejected, the decision is not grievable. Upon request of  
18 the Association, the District will give its rationale for the rejection to the  
19 PR&R committee.

20 3. The Superintendent or designee shall annually review the effectiveness  
21 of the shared teaching assignment and determine whether or not it may  
22 continue the following year. The Superintendent or designee shall notify  
23 the bargaining unit members of this decision on or before March 15 of

1 each year. However, if the Superintendent or designee determines that it is  
2 in the best interest of the students/district to terminate a shared teaching  
3 assignment during the year, it may be terminated only at a natural break  
4 (e.g. end of semester). If the decision is to terminate the shared  
5 assignment, the termination shall not be grievable. Upon request of the  
6 Association, the District will give its rationale for termination to the  
7 PR&R committee.

8 **B. Hours and Responsibilities**

9 1. Both bargaining unit members will work the equivalent of a full time  
10 bargaining unit member with no bargaining unit member working less  
11 than two/fifths.

12 2. Both bargaining unit members shall meet with the principal before  
13 school opens to review the previously approved plan which establishes the  
14 exact working days, meeting responsibilities, etc. Both bargaining unit  
15 members shall attend open house, back-to-school night and perform a  
16 proportionate share of adjunct duties. Although the bargaining unit  
17 member not on duty will not normally be required to attend faculty  
18 meetings, the responsibility for communication of information  
19 disseminated in the meeting rests with both bargaining unit members.

20 3. Both bargaining unit members shall attend pre-school meetings, Fall  
21 parent conference days, staff development meetings, District “buy-back”  
22 days on the school calendar and bargaining unit members will work at  
23 least the first two days of the school year. If any of these responsibilities

1 require the bargaining unit member to work additional day(s) beyond the  
2 proportionate share of the full time teaching assignment, the additional  
3 day(s) will be paid at the summer school salary schedule.

4 4. Both bargaining unit members shall assume full responsibility for the  
5 class instructional program, including IEPs and related reports. They will  
6 regularly meet to jointly develop lesson plans and ensure clear lines of  
7 communication with parents/guardians.

8 C. Salary, Leaves and Absences

9 1. Each bargaining unit member will receive her/his annual salary  
10 according to individual placement on the salary schedule, health and  
11 welfare benefits, and salary advancement as defined in the LCTA/LCUSD  
12 contract as "part time bargaining unit member."

13 2. The employee and district's contributions to retirement system shall be  
14 defined in the LCTA/LCUSD contract as "part time bargaining unit  
15 member."

16 3. Whenever one of the bargaining unit members sharing an assignment is  
17 absent, the other bargaining unit member sharing the assignment shall  
18 make every reasonable effort to perform substitute teaching duties. For  
19 this service, his/her pay shall correspond with district substitute pay for  
20 day-to-day substituting. In the event that one of the bargaining unit  
21 members sharing the assignment is absent due to school business, the  
22 District shall hire a day to day substitute.

1 4. If one bargaining unit member of a shared assignment is unable to fulfill  
2 the requirements of the assignment for the remainder of the year, it is  
3 understood and agreed that the remaining bargaining unit member will  
4 assume the responsibility and salary of the full-time positions, however,  
5 the health benefit portion will remain the same until the bargaining unit  
6 member on leave no longer receives health benefits.

7 5. Bargaining unit members sharing an assignment shall accrue sick leave  
8 and other leave benefits as defined in the LCTA/LCUSD contract as "part  
9 time bargaining unit member."

10 6. When a bargaining unit member applies for a shared job he/she must  
11 also apply to a one year part-time leave of absence. If the bargaining unit  
12 member extends a job share for a second year, he/she must resign from  
13 his/her permanent full-time position and accept a permanent part-time  
14 position. If the bargaining unit member selects to return to full time  
15 employment within a 39 month period he/she is eligible for the first open  
16 position for which he/she is qualified.

## 17 II. PART-TIME Bargaining unit member

### 18 A. Eligibility

19 1. Part-time teaching assignments shall be available to qualified bargaining  
20 unit members when a position is available.

21 2. The determination as to whether any proposed part-time teaching  
22 assignment should be approved is at the sole discretion of the Superintendent.

23 If the position is not available, the decision is not grievable. Upon request of

1 the Association, the District will give its rationale for the rejection to the  
2 PR&R committee.

3 B. Hours and Responsibilities

4 1. The working day of a part-time bargaining unit member shall be from one-  
5 half (1/2) hour before the start of the assigned class period to one-half (1/2)  
6 hour after the end of the last assigned class period.

7 2. The part-time bargaining unit member shall attend pre-school meetings,  
8 back-to-school night, fall parent conference days and open house.

9 3. The part-time bargaining unit member shall meet with the principal or  
10 designee before the beginning of the school year to establish the exact adjunct  
11 duty schedule, meeting responsibilities, etc. The part-time bargaining unit  
12 member shall perform a proportionate share of adjunct duties and attend a  
13 proportionate share of faculty and department meetings of a full-time  
14 bargaining unit member.

15 4. The part-time bargaining unit member shall attend pre-school meetings,  
16 fall parent conference days, staff development meetings, and District “buy-  
17 back” days on the school calendar. If any of these responsibilities require the  
18 bargaining unit member to work additional hours he/she will be paid  
19 according to the summer school schedule (F).

20 5. The part-time bargaining unit member shall assume all the responsibility for  
21 the class instructional program (including IEPs, related reports and meetings)  
22 of a full-time employee.  
23



1                   C. Salary, Leaves and Absences

2                   1. The part-time bargaining unit member will receive her/his annual salary  
3                   according to individual placement on the salary schedule, health and welfare  
4                   benefits, and salary advancement as defined in the LCTA/LCUSD contract as  
5                   "part-time bargaining unit member."

6                   2. The part-time bargaining unit member's and district's contributions to the  
7                   retirement system shall be defined in the LCTA/LCUSD contract as "part-  
8                   time bargaining unit member."

9                   3. The part-time bargaining unit member shall accrue sick leave and other  
10                  leave benefits as defined in the LCTA/LCUSD contract as "part time  
11                  bargaining unit member."

1 ARTICLE XIII

2 WAGES

3 1. The salary schedules for all bargaining unit members are included in Appendices B through F.  
4 Pursuant to Education Code Section 45028, subdivision (b), employees hired on or after June 1,  
5 1992, shall be given credit for all prior years of certificated employment and all units of credit  
6 (verified on current official transcripts provided to the District prior to September 15) for  
7 purposes of initial placement on the bargaining unit member salary schedule. All parties agree  
8 that this section does not apply to employees hired prior to June 1, 1992. Pursuant to  
9 Government Code Section 3543.2(d) the parties have agreed that the initial placement of  
10 psychologists and speech and language pathologists shall be at least Step 6 of the appropriate  
11 class.

12 2. Bargaining unit members may move only one step in any given year. Such movement depends  
13 on satisfactory service, not merely years of service. This distinction permits advancement for  
14 personnel who perform satisfactorily, in conformance with Article XV Evaluation, without the  
15 necessity of advancing bargaining unit members who do not perform satisfactorily.

16 3. Upon completion of the National Board Certification from the National Board for Professional  
17 Teaching Standards or when hired with the National Board Certification from the National Board  
18 for Professional Teaching Standards, an annual stipend of \$400.00 will be provided for ten years  
19 provided the certification remains current.

20 4. Upon completion of a Doctorate degree, a one-time bonus of \$1000 will be paid. Only one  
21 Doctorate per employee will be thus compensated. The intent of this section is to provide a  
22 "bonus" to employees who earn an advanced degree after joining the District.

1 5. Any certificated staff member hired after June 20, 2000 shall be required to have a master's  
2 degree to advance beyond Class IV on Appendix D.

3 6. Upper division or graduate units from an official transcript of an institution accredited to issue  
4 advanced degrees will be accepted at face value for advancement on the salary schedule. The  
5 units must be in the field of education or courses related to the unit member's assignment,  
6 credential, professional growth plan or certificated personal goal (Appendix G2) All units of  
7 credit shall be verified by current transcripts, a letter verifying completion of units from the  
8 institution, a copy of unofficial transcripts or a grade report signed by the course instructor, or a  
9 document mutually agreed upon by the district and unit member. This documentation shall be  
10 provided to the personnel office prior to September 15. An official transcript that verifies units  
11 shall be submitted by the unit member to the Human Resources Office by November 30. Salary  
12 advancement will be given upon receipt of the official transcript, retroactive to the first day of  
13 the current work year.

14 7. Bargaining unit members shall annually move on the salary schedule according to total  
15 postgraduate units taken within a school year subject to the following exceptions:

16 a. Unit members' column movement shall be limited to credit for sixteen (16)  
17 semester units per year (eight (8) semester units during each semester), for courses  
18 taken while school is in session.

19 b. Courses taken during summer, winter break, or spring break shall be credited for  
20 column movement without restriction.

21 c. If the bargaining unit members' postgraduate institution requires the member to  
22 take more than eight (8) semester units per semester as part of a Master's program,  
23 the unit member's placement on the salary schedule shall be equivalent to the

1 number of units required. The bargaining unit member shall provide documentation of  
2 the Master's program outline from the institution.

3 8. Bargaining unit members shall advance on the salary schedule without restrictions according  
4 to the total number of postgraduate units earned while a bargaining unit member is on sabbatical  
5 leave, unspecified paid leave or any unpaid leave for a semester or more.

6 9. Bargaining unit members shall be placed without restrictions when restructuring of salary  
7 schedules necessitates it.

8 10. Completion of Appendix K Application for Approval of Salary Credit is required for the  
9 granting of approval for salary schedule purposes of credit for workshops, vocational training  
10 programs, travel, bargaining unit member research/study and work experience, lower division  
11 undergraduate and community college courses. This applies to workshops held outside of the  
12 school day. All units of credit shall be verified by official documents and shall be provided to the  
13 personnel office prior to September 15.

14 A. Lower Division Undergraduate and Community College Credit

15 1. The units shall be in the field of education or courses related to the unit member's  
16 assignment or credential.

17 2. Not more than three (3) semester units shall be graded per year.

18 3. All units of credit shall be verified by official documents and shall be provided to  
19 the personnel office prior to September 15.

20 B. District Workshops - Salary Schedule Credit

21 1. Bargaining unit members attending a District-sponsored workshop may receive  
22 salary units as provided below, or dollars for the purchase of materials, or  
23 conference attendance credit as follows: The District may purchase instructional

1 materials or supplies as requested by the employee. A bargaining unit member  
2 may attend conferences or have professional time off to work at school or visit  
3 other programs (Substitute teacher time) based on a District payment of Five  
4 Dollars (\$5.00) per hour of District workshop attendance.

- 5 2. The number of hours of attendance at the workshop for one (1) salary unit shall be  
6 fifteen (15) hours.
- 7 3. Not more than four (4) salary units per year shall be acquired through participation  
8 attendance at District-sponsored workshops.
- 9 4. One (1) additional unit per year may be granted for leadership of District  
10 workshops.
- 11 5. All units of credit shall be verified by official documents and shall be provided to  
12 the personnel office prior to September 15.

#### 13 C. Out-of-District Workshops and Institutes-Postgraduate Unit Credit

- 14 1. Bargaining unit members attending an out-of-district workshop or institute which  
15 has a specified educational purpose related to the responsibility of the bargaining  
16 unit member earning the credit and which is sponsored by a recognized institution  
17 or organization may receive postgraduate units.
- 18 2. In order to receive postgraduate unit credit for out-of-district workshops and  
19 institutes, attendance credit shall require prior approval of the District. (See  
20 Appendix K Application for Approval of Salary Credit).
- 21 3. The effort and time involved or one (1) postgraduate unit shall be the equivalent  
22 of one (1) course semester unit. A semester unit is presumed to include fifteen  
23 (15) hours of formal class time plus appropriate out-of-class time or laboratory

1 work. Units for classes organized other than on a semester basis shall be adjusted  
2 to a semester unit basis based on proportionate class time.

3 4. Not more than four (4) units per school fiscal year shall be acquired through  
4 attendance at out-of-district workshops or institutes.

5 5. All units of credit shall be verified by official documents and shall be provided to  
6 the personnel office prior to September 15.

7 6. Where the District pays stipends to the bargaining unit member for workshop or  
8 courses, no District salary or other credit will be allowed.

9 D. Travel Experience - Postgraduate Unit Credit

10 Postgraduate units for travel experiences are outlined below. A combination of travel  
11 and work experience units shall not exceed twenty percent (20%) of the bargaining  
12 unit member's total number of credited units.

13 1. It is the intention of this paragraph to permit postgraduate unit credit to be earned  
14 by participation in experiences necessitating travel to places which have a direct  
15 relationship to course content of the bargaining unit member's responsibility of  
16 the bargaining unit member earning the credit, when study at and observation of  
17 such places will enhance such course content.

18 2. In order to receive postgraduate unit credit for travel experience, attendance and  
19 credit shall require prior approval. (See Appendix K).

20 3. A specified itinerary day is an eight (8) or more hour day of educational experience  
21 acquired during travel, proposed before travel and accomplished as proposed.

22 This does not include travel to and from such experience.

1 4. Each approved specified itinerary day will be equivalent to one (1) clock hour of  
2 postgraduate course work.

3 5. All units of credit shall be verified by official documents and shall be provided to  
4 the personnel office prior to September 15.

5 6. Approved postgraduate unit credit will be calculated on the basis of the formula in  
6 C above and rounded off to the nearest one-third (1/3). One-third (1/3) of a  
7 postgraduate unit shall be the least amount which may be earned for credit for a  
8 single travel experience.

9 E. Bargaining Unit Member Research/Study Program – Salary Schedule Credit

10 1. Description: The District shall grant units of credit for salary classification  
11 purposes to bargaining unit members, on the Bargaining Unit Member Salary  
12 Schedule (Appendix D), for completion of the local research and/or study projects  
13 in education, which benefit the District. The number of units granted will be  
14 determined by the District.

15 2. Unit Limits

16 a) Any bargaining unit member shall be limited to not more than twenty-six (26)  
17 such units of credit in the total of seventy-five (75) that may be accumulated from  
18 Class I to Class VI. Within the fifteen (15) units required to move from any one  
19 class to the next, not more than six (6) units shall be earned in this program.

20 b) No duplicate units of credit shall be given for work performed in any course of  
21 study for which college/university credit is to be given.

22 3. In order to receive postgraduate unit credit for a research/study program,  
23 attendance and credit shall require prior approval (See Appendix K).

1           4. All units of credit shall be verified by official documents and shall be provided to  
2           the personnel office prior to September 15.

3           F. Work Experience - Postgraduate Unit Credit Postgraduate units for work experience  
4           are outlined below. A combination of work and travel units shall not exceed twenty  
5           percent (20%) of the bargaining unit member's total number of credited units.

6           1. It is the intention of this paragraph to permit postgraduate unit credit to be earned  
7           by work experience which has a direct relationship to and will enhance the course  
8           content of the bargaining unit member earning the credit.

9           2. In order to receive postgraduate unit credit for work experience, attendance and  
10          credit shall require prior approval. (See Appendix K).

11          3. Each week of full-time approved work experience will be equal to three (3) clock  
12          hours of course work.

13          4. Postgraduate unit credit will be calculated on the basis of this formula. Every two  
14          (2) weeks and/or major fraction thereof shall be equal to one-third (1/3) unit.

15          5. One-third (1/3) of a postgraduate unit shall be the least amount which may be  
16          earned for credit for a single work experience.

17          6. All units of credit shall be verified by official documents and shall be provided to  
18          the personnel office prior to September 15.

19          7. Part-time regular bargaining unit members are those who contract to serve  
20          regularly during the full regular school year either for fewer hours per day than  
21          the regular school day or during the full regular school year for less than all the  
22          school days each week, or any regular combination thereof.



1 8. The fraction to be used for the purposes of determining professional responsibility,  
2 salary, leave, and fringe benefits shall be at grades K-6 one day per week shall  
3 equal 20% of a regular full time assignment. At grades 7-12 one period class  
4 assignment shall equal 20% of a regular full time assignment.

5 9. For purposes of advancement on the salary schedule (Appendix D), full and part  
6 time employees must complete at least 75% of their assignment during the full  
7 regular school year in paid status.

8 10. 7-12 teachers who accept an additional 6th period class assignment shall be  
9 compensated at 117% of their regular salary. Their professional planning period  
10 shall be served on site before or after the regular school day.

11 G. If a permanent employee resigns from the district and is rehired within a thirty-nine  
12 (39) month period of time, he/she will retain the number of years of seniority he/she  
13 had at the time of resignation. If the teacher was originally hired prior to July 1, 2001  
14 he/she shall not be required to have a master's degree to be eligible for column VI of  
15 the salary schedule. The posting requirement of Article XVII will be waived for any  
16 position that would be occupied by a teacher requesting rehire within the thirty-nine  
17 month period.

18 H. 2017-18 Salary

19 Retroactive to July 1, 2017, an increase of 2.0% shall be permanently added to all of the  
20 2016-17 salary schedules and related appendices. (Appendices B, D, E, F1 and F2)

21

1 ARTICLE XIV

2 HEALTH AND WELFARE BENEFITS

3 1. The District will make contributions toward the cost of approved hospital, medical, dental, life  
4 insurance, optical, and income protection for full-time and part-time bargaining unit members.  
5 For full time bargaining unit members the District contribution shall be the dollar amount  
6 described in paragraph 5 of this article. For part time bargaining unit members the percent of  
7 time worked is the percent of the District contributions except that no contribution is made for  
8 those working less than 50%. Part-time bargaining unit members may pay the additional money  
9 to provide for total participation.

10 2. The plans and carriers qualifying under the above benefits to which the District shall  
11 contribute shall remain the same during the term of this Agreement. Alternate policies or plans  
12 may be initiated by either party and mutually approved. All offered plans shall be consistent  
13 with Paragraph 5 of this article.

14 3. Any portion of the premium or other costs of the policies not paid for by the District's  
15 contribution as to a particular bargaining unit member shall be paid by such bargaining unit  
16 member in order for the bargaining unit member to be eligible to participate. Such payments  
17 shall be made by the bargaining unit member through payroll deduction.

18 4. Each eligible bargaining unit member may select from among said insurance plans and  
19 indicate to the District how the District's contribution to that bargaining unit member shall be  
20 used to cover all or part of the costs of said insurance plans (Appendix H, Benefits Selection  
21 Form.)

22 5. The maximum dollar amounts of the District's contributions towards the cost of health and  
23 welfare benefits shall be benchmarked based on the premium amounts, listed in Appendix H, in

1 effect for 2004-05. The statutory Cost of Living Increase (COLA) for the subsequent years shall  
2 be added to the 2004-2005 premium amounts. Beginning in the 2011-12 school year, the funded  
3 Cost of Living (COLA) for the subsequent years shall be added to the previous year's District-  
4 funded premium amounts.

5 6. If restoration of past funded COLA dollars is received, the parties will immediately meet to  
6 negotiate distribution of those funds.

7 7. The District's contribution shall be used only to cover the cost of policies defined above and  
8 if not used by the bargaining unit member to cover premiums of said insurance policies shall not  
9 be paid to the bargaining unit member for any other use.

10 8. The District shall make available, at the bargaining unit member's expense, or as a cafeteria  
11 plan option, bargaining unit member tax-sheltered annuity program as defined currently in the  
12 Internal Revenue Code. These may be through the State Teacher's Retirement System or any  
13 legally authorized plan required requested by the bargaining unit member.

14 9. The District will make information available regarding all health and other insurance  
15 coverage for the forthcoming school year to all bargaining unit members at least two weeks  
16 before bargaining unit members enroll in any program.

17 10. For employees not selecting a medical plan, the District will contribute a maximum of  
18 \$300.00 annually for any of the plans identified in Appendix H, under other benefits.

1 ARTICLE XV

2 CLASS SIZE

3 This proposal represents the work of the joint subcommittee on June 30, 2004.

4 1. Regular maximum class size is:

5 33 - K-6

6 36 - 7-12 (academic classes only)

7 A. When class sizes exceed the limits listed in 1. above, they shall be referred to a class  
8 size committee composed of two (2) administrators appointed by the Superintendent and  
9 two (2) bargaining unit members appointed by the President of the Association. This  
10 committee shall commence within six (6) days from the day the class size overage  
11 occurs. This committee's purpose shall be to resolve the overage(s). In the event the  
12 committee is unable to reach satisfactory resolution, it shall make recommendation(s) to  
13 the Superintendent.

14 B. Bargaining unit members shall not request that classes exceed the limits shown in 1.  
15 above. Counselors shall obtain the site administrator's approval before enrolling students  
16 in classes that will result in exceeding the class size limits shown in 1. above.

17 C. Any K-6 classroom where enrollment falls below twelve (12) or any 7-12 classroom  
18 where enrollment falls below fifteen (15) shall be referred to this class size committee by  
19 the Association. The committee shall make recommendation(s) to the Superintendent.

20 2. Special Education Teachers

21 The District shall assess annually the requirement for Special Education programs in the  
22 District. Bargaining unit members assigned to those programs are not to be included in  
23 class size computation.

1 ARTICLE XVI

2 EVALUATIONS

3 I. PHILOSOPHY AND PURPOSE OF EVALUATIONS

4 The La Cañada Unified School District and La Cañada Teachers' Association agree that an  
5 effective and meaningful evaluation system requires an interactive process between the  
6 bargaining unit member and the evaluator. In this joint endeavor, the teacher is an active  
7 participant, fully engaged and focused on the learning and improving practice, while the  
8 evaluator is a knowledgeable partner providing comprehensive, consistent and timely feedback,  
9 information, support and guidance. The essential mutuality of this approach assigns  
10 responsibility and influence to both the bargaining unit member and the evaluator. By instituting  
11 such a process, an evaluation system can be relevant to bargaining unit members as they progress  
12 through the various stages of their careers and along the diverse pathways they may choose to  
13 pursue.

14 An effective system for evaluating bargaining unit members shall include the following features:

15 A. The professional standards.

16 B. Data from a variety of sources shall be used (multiple measures). To be in  
17 compliance with the Stull Act, at least one piece of evidence shall include student  
18 achievement data.

19 C. Collaboration shall be a critical component.

20 D. Legal and ethical standards for employment decisions shall be met.

21 Bargaining unit member evaluations shall focus on strengthening the skills and best practices  
22 needed to improve students' academic growth by using reliable data sources that depict  
23 bargaining unit members' practices and students' learning and the relationship between the two.

1 An online evaluation instrument shall be used to facilitate more opportunities for collegial  
2 conversations. Bargaining unit members and evaluators are encouraged to engage in meaningful  
3 dialogue.

4 Existing state policy acknowledges the importance of quality teaching practices and professional  
5 development centered on continual growth and improvement (see, e.g., Ed. Code §§ 44470 et  
6 seq.). This policy shall be addressed in bargaining unit members' goals in the evaluation  
7 process.

8 A. The progress of pupils toward the standards of expected student achievement.

9 B. The use of appropriate instructional techniques and strategies.

10 C. The adherence to curricular objectives.

11 D. The establishment and maintenance of a suitable learning environment, within the  
12 scope of the employee's responsibilities. [Ed. Code §44662(b)]

13 II. THE FOLLOWING SHALL BE EVALUATED DURING THE CURRENT SCHOOL  
14 YEAR

15 A. All temporary employees shall be evaluated.

16 B. All employees with emergency credentials shall be evaluated.

17 C. All probationary employees shall be evaluated.

18 D. Permanent employees needing support and assistance as determined by their  
19 evaluating administrator may be evaluated annually.

20 E. All permanent employees not evaluated the previous year with less than ten (10) years  
21 with the District. Permanent employees shall be evaluated either during their first or  
22 second year of tenure.

1 F. Bargaining unit members with permanent status who have been employed at least ten  
2 (10) years with La Cañada Unified School District and whose previous evaluation rate  
3 the employee as meeting or exceeds standards, shall be evaluated every four years if the  
4 unit member and the evaluator consent to this schedule. Should the evaluator withdraw  
5 consent, notice shall be provided to the unit member within the first eighteen (18) work  
6 days.

### 7 III. THE FOLLOWING SHALL EVALUATE

8 A. The responsibility for evaluation of certificated personnel rests with the  
9 administrative head of each education unit.

10 B. The responsibility may be delegated to certificated administrators.

### 11 IV. NOTIFICATION OF EVALUATION PROCESS

12 A. Notification of evaluation shall be sent to bargaining unit members within the first  
13 eighteen (18) work days.

14 B. If the bargaining unit member is hired after the first calendared work day, notification  
15 of evaluation shall be sent within six (6) work days.

16 C. Notification shall be sent by the bargaining unit member's evaluator by e-mail or  
17 through the online evaluation instrument.

### 18 V. DEVELOPMENT OF GOALS AND EVIDENCE

19 A. To support the collaborative evaluation process, bargaining unit members shall  
20 complete a self-reflection of their practice to identify three (3) areas for growth based  
21 upon the evaluation rubric (Appendix G1).

22 B. By the end of the first quarter, as determined by the academic calendar, the bargaining  
23 unit member and evaluator shall engage in a collegial conversation that leads to three (3)

1 mutually agreed upon goals. Examples of goals are in the resources section of the online  
2 evaluation instrument.

3 C. The bargaining unit member and the evaluator shall mutually agree to the three (3)  
4 goals that will be the basis of the evaluation. Two (2) goals shall be focused on the  
5 annually identified District initiatives. One (1) goal shall be identified by the bargaining  
6 unit member through self-reflection.

7 D. The final goals shall be documented in the online evaluation document.

8 E. The bargaining unit member shall demonstrate progress toward each goal through  
9 multiple measures. The bargaining unit member and evaluator shall agree to two (2)  
10 pieces of evidence for each goal. Examples of evidence can be found in the resources  
11 section of the online evaluation instrument. To be in compliance with the Stull Act, at  
12 least one (1) piece of evidence shall include student achievement data.

13 F. Goals and evidence shall be mutually agreed upon by the last working day of the first  
14 quarter as identified by the academic calendar.

15 G. If the bargaining unit member is hired after the first calendared work day, goals shall  
16 be mutually agreed upon by the last working day of the first quarter as identified by the  
17 academic calendar or within fifteen (15) working days, whichever is greater.

18 H. Evidence for each goal shall be uploaded no later than February 15 for all temporary  
19 ad probationary bargaining unit members.

20 I. Evidence for each goal shall be uploaded no later than April 25 for all permanent  
21 bargaining unit members.



1 VI. OBSERVATIONS

2 A. Observations shall be one type of evidence and shall be used to show growth towards  
3 the three (3) identified goals. The goal(s) being observed shall be mutually agreed upon.

4 B. At least two (2) goals shall be addressed through the observation process.

5 C. Observations related to the evaluation process shall begin after the goals and evidence  
6 have been mutually agreed upon.

7 D. Three (3) informal observations shall be included in the evaluation process. Informal  
8 observations can be prearranged or can be a walk through visit.

9 E. One (1) formal observation shall be included in the evaluation process. This  
10 observation shall be prearranged to maximize the evidence toward the mutually agreed  
11 upon goals.

12 F. Each observation shall be documented on the online evaluation instrument. The  
13 documentation shall include the date, duration of the observation, the mutually agreed  
14 upon goal(s) being observed, evaluator's feedback (confirming task/activity, validation,  
15 observation and reflection), and the bargaining unit member's self-reflection.

16 G. Any additional evidence that is observed by the evaluator during the observation that  
17 does not directly correspond to the three (3) mutually agreed upon goals may be written  
18 in the section of the online evaluation instrument that provides for additional comments.

19 H. Observations shall be completed and feedback written no later than February 15<sup>th</sup> for  
20 all temporary and probationary bargaining unit members.

21 I. Observations shall be completed and feedback written no later than April 25<sup>th</sup> for all  
22 permanent bargaining unit members.

23

1 VII. FINAL REPORT ON PROGRESS TOWARD GOALS AND REFLECTION

2 A. The bargaining unit member shall reflect on their progress toward each of the three  
3 (3) mutually agreed upon goals on the online evaluation instrument.

4 B. The evaluator shall write an evaluation of the bargaining unit member's progress  
5 toward each of the three (3) mutually agreed upon goals on the online evaluation  
6 instrument.

7 C. The evaluator shall write a summary of the bargaining unit member's overall progress  
8 toward the three (3) mutually agreed upon goals as demonstrated by the self-reflections,  
9 evidence and observations.

10 D. The evaluator shall assign a rating (distinguished, proficient, basic, unsatisfactory)  
11 based on the bargaining unit member's progress toward the three (3) mutually agreed  
12 upon goals as demonstrated by the self-reflections, evidence and observations. The  
13 evaluator shall use the evaluation rubric (Appendix G1) to identify the appropriate rating.

14 E. The bargaining unit member may comment on the evaluation summary using the  
15 online evaluation instrument. The bargaining unit member is encouraged to reference the  
16 submitted evidence when writing a summary reflection.

17 F. The final bargaining unit member self-reflection and evaluator feedback shall be  
18 completed by March 1<sup>st</sup> for all temporary and probationary bargaining unit members.

19 G. The final bargaining unit member self-reflections and evaluator feedback shall be  
20 completed by May 15<sup>th</sup> for all permanent bargaining unit members.

21 H. The bargaining unit member may respond to the evaluator's summative comments  
22 using the online form within ten (10) working days.

23 I. The bargaining unit member and evaluator shall sign the summary page.

1 VIII. SUPPORT FOR BARGAINING UNIT MEMBERS

2 A. If an overall “Basic” or “Unsatisfactory” evaluation is given, the District shall take  
3 action to assist in correcting any cited deficiencies. An overall mark of “Basic” or  
4 “Unsatisfactory” requires the implementation of a Certificated Assistance Plan (“CAP,”  
5 see Appendix G2) within twenty (20) working days unless a bargaining unit member is  
6 non-reelected.

7 B. In addition, an “Unsatisfactory” evaluation requires participation in the District’s Peer  
8 Assistance and Review (PAR) program.

9 C. The bargaining unit member and evaluator shall mutually agree upon a time line to  
10 review the CAP and measure progress.

11 D. The ultimate responsibility for improvement lies with the employee. Successful  
12 completion of the plan is contingent upon demonstration of the target behavior, not  
13 merely completion of the improvement activities.

14 E. When the statement of goals and objectives is assessed, the evaluator and/or the  
15 bargaining unit member may request that additional District personnel participate in the  
16 evaluation process.

17 F. Signed final reports will be distributed to the bargaining unit member, evaluator,  
18 supervising administrators and placed in the personnel file.

19 G. Bargaining unit members in their second year of District service shall be notified  
20 prior to March 15 as to whether or not they are to be recommended for permanent status.

1 IX. MISCELLANEOUS

2 A. The Board shall not take an adverse action against an employee based in whole or in  
3 part on such employee's performance unless it has fulfilled the obligations imposed by  
4 this Article.

5 B. The employee shall be provided any negative or derogatory material when it is placed  
6 in the personnel file. The employee shall also be given ten (10) working days to initial  
7 and date the material and to prepare a written response to such material. The written  
8 response shall be attached to the material.

9 C. The District shall evaluate and assess the competency of the non-classroom  
10 bargaining unit members as it reasonably relates to the fulfillment of the employee's job  
11 responsibilities.

12 D. All certificated employees shall annually obtain feedback from parents, students and  
13 peers for personal professional growth.

14 E. The evaluation of each bargaining unit member shall not be based upon the following:

- 15 1. Publishers' norms established by standardized tests.
- 16 2. Achievement of objectives stated in Individual Educational Programs (IEPs) of  
17 special education students.

18 F. An employee's political and organizational activities outside of school shall not be  
19 used in the evaluation of an employee.

20 G. Nothing contained herein shall limit the right of the District to discipline bargaining  
21 unit members for just cause as provided in law apart from competency as provided for in  
22 this Article. Such discipline shall be progressive.

1 H. Nothing contained herein shall limit a bargaining unit member's right to due process  
2 of law or the right of a bargaining unit member to avail her/himself of procedures  
3 provided in law regarding matters of evaluation.

1 ARTICLE XVII

2 TRANSFERS

3 I. Definitions

4 A. A "transfer" is a change in a teaching position between schools, with the same job  
5 title.

6 B. A "vacant position" is a position needing to be filled for one (1) year, or more.

7 C. A "reassignment" is the movement of a unit member from one grade, subject area or  
8 configuration to another.

9 II. Posting of Vacant Position Notices

10 A. A list of vacant positions, if any, shall be posted in each school by May 1. Updated  
11 lists will be posted by June 1, June 15, and on September 1. The Association shall receive  
12 copies of all such postings. If a bargaining unit member wishes to be notified of  
13 vacancies during the summer months, the bargaining unit member shall provide the  
14 District Office with a written request for notification of vacancies by type, which will be  
15 mailed to a specified address.

16 B. Lists of vacant positions shall include:

17 (1) The closing date for application, which shall not be less than ten (10) days  
18 after the posting of notice.

19 (2) Job qualifications.

20 III. Voluntary Transfers

21 A. A bargaining unit member may submit or withdraw requests for transfer at any time,  
22 whether or not a vacancy exists. Transfer request shall be valid for one (1) year.

1 B. Bargaining unit members shall not be denied voluntary transfers for arbitrary or  
2 capricious reasons.

3 C. If two (2) or more bargaining unit members have applied for the same vacant position,  
4 the District shall transfer a bargaining unit member based upon the following  
5 qualifications:

6 (1) Credential requirement held at time of transfer

7 (2) Highly qualified teacher designation

8 (3) Said qualifications (1 and 2 above) being equal, seniority in the District shall  
9 be the determining factor.

10 D. Bargaining unit members who are denied transfers will, upon request, be granted a  
11 conference with the appropriate administrator to discuss the denial. Following such  
12 conference, bargaining unit members may request and shall receive written rationale for  
13 the denial.

#### 14 IV. Involuntary Transfers

15 A. The District shall seek volunteers prior to making any involuntary transfer. If no  
16 volunteers are available, the District may fill a vacant position by involuntarily  
17 transferring a bargaining unit member, based on the criteria listed in III C.

18 B. Reasons for involuntary transfers shall include, but not be limited to: a decrease in the  
19 number of pupils which requires a decrease in the number of unit members; elimination  
20 of programs and/or funding; or school closing.

21 C. Involuntary transfers shall not be made for arbitrary or capricious reasons.

22 D. Involuntary transfers shall be limited for any individual bargaining unit member to no  
23 more than once in any consecutive three (3) year period.

1 E. A bargaining unit member involuntarily transferred shall, upon request, be furnished in  
2 writing with the rationale utilized in making the final determination pursuant to the  
3 reasons for involuntary transfer or reassignment.

4 F. Bargaining unit members who are involuntarily transferred shall receive notification of  
5 transfer at least fifteen (15) days prior to actual date of transfer or reassignment shall  
6 have the right to consult with the new site administrator about his/her assignment.

#### 7 V. Reassignment

8 A. The District shall seek volunteers prior to making any reassignments. A volunteer  
9 pool shall be comprised of those unit members who reply to a solicitation by the site  
10 administrator or those unit members who have a request for reassignment on file. A  
11 bargaining unit member may submit or withdraw requests for reassignment at any time,  
12 whether or not a vacancy exists. Reassignment requests shall be valid for one (1) year.

13 B. Bargaining unit members at the elementary schools who are reassigned shall receive  
14 notification at least five (5) calendar days prior to the reassignment.

15 C. Bargaining unit members shall not be denied reassignments for arbitrary or capricious  
16 reasons.

17 D. If two (2) or more bargaining unit members have applied for the same vacant position,  
18 the District shall reassign a bargaining unit member based on the following  
19 qualifications:

20 (1) Credential requirements held at time of transfer

21 (2) Highly qualified teacher designation

22 (3) Said qualifications (1 and 2 above) being equal, seniority in the District shall  
23 be the determining factor.



1 E. Bargaining unit members who are denied reassignments will, upon request, be granted  
2 a conference with the appropriate administrator to discuss the denial. Following such  
3 conference, bargaining unit members may request and shall receive written rationale for  
4 the denial.

#### 5 VI. Transfer Related to Closing of a School

6 A. In the event of the closing of a school, bargaining unit members from the school being  
7 closed shall have the right of first preference over other bargaining unit members for  
8 existing vacant positions in the school year after the school has been closed.

9 B. Bargaining unit members affected by the closing of a school shall be notified of their  
10 assignment and work location for the ensuing school year by May 1, to the extent such  
11 notification is possible.

#### 12 VII. Miscellaneous

13 A. Overall responsibility for transfer shall be under the direction of the Superintendent.

14 B. The District shall assist bargaining unit members in moving all materials to the new  
15 work location.

16 C. If bargaining unit members are transferred after the beginning of the school year, they  
17 shall be provided with a maximum of five (5) days of instruction-free time to be utilized  
18 in preparation for the new assignment. The amount of instruction-free time shall be  
19 determined by the Principal and the bargaining unit member and shall reasonably relate  
20 to the difficulty of the transfer.

21 D. Bargaining unit members shall be notified in writing before the close of the school  
22 year of their tentative assignments and work locations for the coming school year to the  
23 extent that such notification is possible. If tentative assignments are changed during the

1 summer, bargaining unit members shall be notified by mail addressed to the bargaining  
2 unit member's current mailing address on file with the District.

1 ARTICLE XVIII

2 LEAVES

3 I. "Paid Leave of Absence" means that a bargaining unit member shall be entitled to:

4 A. Receive wages and all fringe benefits, including, but not limited to, insurance and  
5 retirement benefits;

6 B. Return to the same assignment which the bargaining unit member enjoyed  
7 immediately preceding the commencement of his leave, unless:

8 1. such leave exceeds 131 working days,

9 2. such leave extends through the end of the school year, or

10 3. the assignment no longer exists as a result of declining enrollment or program  
11 changes. In such cases, the bargaining unit member shall be reinstated in an  
12 assignment in the District for which the bargaining unit member is credentialed.

13 C. Receive credit for appropriate salary adjustments in step, class, and base provided  
14 during the bargaining unit member's leave.

15 II. "Unpaid Leave of Absence" means that a bargaining unit member shall not be entitled to the  
16 same benefits accorded bargaining unit members on paid leave except:

17 A. The bargaining unit member shall be entitled to remain in the approved District  
18 insurance programs at the bargaining unit member's expense without benefit of any  
19 District contribution.

20 B. The bargaining unit member shall be entitled to return to an assignment in the District  
21 for which the bargaining unit member is credentialed at the compensation and benefit  
22 levels the bargaining unit member had attained at the time the bargaining unit member  
23 left active employment in the District.

1 C. All leaves shall be granted only with the approval of the District and at the request of  
2 the bargaining unit member.

3 III. SICK LEAVE

4 A. Each bargaining unit member is entitled each year to one (1) day (prorated per FTE)  
5 leave of absence for personal illness or injury, which is other than job incurred, and/or for  
6 the illness or injury of a spouse, child, parent, or domestic partner, for each month  
7 worked as a regular full-time contract employee. This sick leave, if not used, is  
8 accumulated from year to year with no limit.

9 B. For any absence over five (5) working days in duration, the District may require, and  
10 the employee shall submit upon request, a medical report from a licensed physician  
11 describing the extent of illness and attesting that the bargaining unit member's health is  
12 such that regularly assigned duties may not be resumed.

13 C. If a bargaining unit member does not have enough accumulated sick days and is absent  
14 from duties because of illness for a period not to exceed five (5) school months, the  
15 amount deducted from the salary due shall not exceed the sum which is actually paid a  
16 substitute or temporary bargaining unit member employed to replace such absent  
17 bargaining unit member or which would have been paid if a substitute were employed.  
18 The District will make every reasonable effort to secure a qualified substitute.

19 D. Sick leave may be used by an expectant mother during a period of four (4) weeks  
20 following delivery. Sick leave used by an expectant mother at times other than above  
21 may require a doctor's verification of disability.

1 IV. PERSONAL NECESSITY LEAVE

2 A. A bargaining unit member is entitled to up to ten (10) days of paid leave in any one  
3 year for cases of personal necessity. The days allowed shall be deducted from and up to  
4 the number of full days of sick leave to which the bargaining unit member is entitled.

5 B. Personal Necessity Leave is defined as leave requested by the bargaining unit member  
6 for any of the following reasons: death of a member of the employee's immediate family  
7 (bereavement leave must be exhausted); accident involving the person or property of the  
8 employee or a member of the employee's immediate family; appearance in court or  
9 before any administrative tribunal as a litigant, party or witness; home protection in the  
10 event of a natural catastrophe, such as flood or fire; observance of a religious holiday;  
11 bereavement for someone other than immediate family; other personal business **which**  
12 **cannot be conducted outside the contractual workday**. No advance permission shall  
13 be required for members utilizing personal necessity leave. However, advance  
14 notification to a site administrator is required except in the following cases:

- 15 1. death or serious illness of a member or his or her immediate family, and
- 16 2. accident involving his or her person or property or the person or property of a  
17 member of his or her immediate family (EC 44981).
- 18 3. personal necessity leave for personal business shall not be utilized for staff  
19 development days without prior approval from the site administrator.

20 C. Bargaining unit members will make an effort to conduct personal necessity business  
21 on non-instructional days when possible.

1 V. BEREAVEMENT LEAVE

2 A. A bargaining unit member shall be entitled to a paid leave of absence not to exceed  
3 three (3) days, or not to exceed five (5) days if out-of-state travel is required to attend  
4 services on account of the death of a significant family member or domestic partner.

5 B. No deduction shall be made from the compensation of any such bargaining unit  
6 member on account of such leave. Such leave, if taken, shall not be deducted from any  
7 other leave provided by this Agreement.

8 VI. JURY LEAVE

9 A. The District shall grant a paid leave of absence of up to twenty (20) working days in  
10 any three (3) year period for jury duty. Any bargaining unit member called to jury duty  
11 shall immediately notify his/her immediate supervisor to discuss time of requested jury  
12 duty, instructional disruption, and detriment to student achievement. Deferment of jury  
13 duty will be requested if the bargaining unit member's supervisor feels the above factors  
14 are significant one time only. The Human Resources Department, upon request of the  
15 bargaining unit member's supervisor, will make necessary contacts with the Superior  
16 Court Office of Jury Commission. Bargaining unit members shall submit a certificate of  
17 completion immediately upon returning to work. The current jury duty reimbursement  
18 amount shall be deducted by the Business Office for each day of jury duty.

19 B. Such leave shall not affect any other leave to which the bargaining unit member is  
20 entitled under this Agreement. A bargaining unit member called to jury duty shall request  
21 payment from the court for jury services. Such payment, exclusive of mileage  
22 reimbursement, shall be transmitted to the District or be deducted from jury duty leave  
23 pay.

1 C. Bargaining unit members are required to return to work during any day in which jury  
2 duty services are not required.

### 3 VII. CHILD CARE LEAVE

4 A. The District may grant an unpaid leave of absence to a bargaining unit member who is  
5 the parent of a newly born child for the remainder of the school year in which delivery  
6 occurs.

7 B. An additional school year of leave may be granted if delivery occurs after January 1.

8 C. The bargaining unit member shall submit leave plans to the Personnel Office three (3)  
9 months prior to the beginning of the leave.

### 10 VIII. ADOPTION LEAVE OF ABSENCE

11 A. The District may grant an unpaid leave of absence to a bargaining unit member going  
12 through adoption proceedings for the remainder of the school year in which placement  
13 occurs.

14 B. An additional semester of leave may be granted if placement occurs after March 1.

### 15 IX. POLITICAL PARTICIPATION LEAVE

16 A. The District shall grant a bargaining unit member who is a candidate for political  
17 office an unpaid leave of absence at the request of the bargaining unit member. Such  
18 leave shall be for the semester within which the campaign occurs.

19 B. No later than ten (10) working days after the election, the bargaining unit member will  
20 notify the District in writing whether he will return to his assignment at the end of his  
21 leave, or is resigning.

22 C. Failure to notify the District in writing within ten (10) working days will terminate  
23 employment and constitute submission or presumption of resignation.

1 D. The District may grant bargaining unit members individual days of unpaid leave for  
2 political campaigns when the size and scope of the campaign does not warrant a full  
3 semester leave. Such days of leave shall be granted at the discretion of the District and  
4 shall not be subtracted from any other leave.

5 X. UNSPECIFIED LEAVE

6 A. The District may grant an unpaid leave of absence to a bargaining unit member when  
7 it is considered to be in the best interest of the School District to do so. A leave of  
8 absence must have the approval of the District and it shall be established for a specific  
9 period of time.

10 B. A bargaining unit member on an unspecified leave of absence shall be reinstated in the  
11 same position if possible, or in a comparable position, at the compensation and benefit  
12 levels he had attained at the time she/he left employment in the District, provided the  
13 bargaining unit member requests reinstatement by March 15.

14 C. The District shall not grant such leave unless the leave is requested before March 15  
15 preceding the school year for which leave is requested, except in emergency cases where  
16 the District decides that the circumstances involved justify special consideration.

17 XI. UNSPECIFIED PAID LEAVE

18 The District may grant a special unspecified paid leave to a bargaining unit member when the  
19 District feels such action is in its best interest. Denial of such leave shall not be subject to Article  
20 X, Grievance Procedure.

21 XII. WITNESS LEAVE

22 The District shall grant a leave of absence to a bargaining unit member to serve as a witness if  
23 the bargaining unit member is subpoenaed. The bargaining unit member shall use up to six (6)



1 days of Personal Necessity leave at which time the District shall continue to provide a substitute,  
2 but the bargaining unit member shall request witness pay from the Court and remit same to the  
3 District until witness duty is completed.

#### 4 XIII. CATASTROPHIC LEAVE

5 Bargaining unit members may apply for (See Appendices I1 and I2) and receive catastrophic  
6 leave pursuant to the following provisions:

7 A. The unit member (or a significant family member or domestic partner for whom the  
8 unit member must care) shall have suffered a severe incapacitating illness or injury which  
9 is expected to be for an extended period of time, as certified by the attending physician,  
10 and which prevents the unit member from properly performing his/her district duties.

11 B. The time off work must create a financial hardship for the unit member, because he or  
12 she has exhausted all personal sick leave.

13 C. A unit member wishing to participate in the Catastrophic Leave Program must first  
14 find eligible colleagues who are willing and able to donate leave days as prescribed in  
15 this article and the Education Code. (See Appendix I2)

16 D. An Association committee must determine and certify that the unit member is eligible  
17 for catastrophic leave, because he/she is unable to work due to the severity of the  
18 personal or family catastrophic illness, and only after adequate proof of illness has been  
19 provided in accordance with Education Code Section 44043.5, and pertinent rules and  
20 regulations of the District.

21 E. Donated catastrophic leave credits may be used as follows:

- 22 1. for the remainder of the current school year after all the receiving employee's  
23 fully paid accumulated sick leave is exhausted

- 1           2. any remaining catastrophic leave the following school year after the receiving
- 2           employee's annual sick leave has been exhausted; and
- 3           3. within twelve (12) consecutive calendar months following the start of the
- 4           receiving employee's catastrophic leave.
- 5           4. only during receiving employee's scheduled contracted work year.
- 6           5. not after the five month extended sick leave period has started
- 7           6. not more than thirty (30) days of donated sick leave per illness

8           F. No unit member who elects to donate eligible leave credits may donate more than 20%

9           of his/her accumulated full day sick leave that is in excess of twenty (20) days, and no

10          unit member may donate any leave credits until after eligibility has been certified, as

11          provided for in D., above.

12          G. All procedures for requesting catastrophic leave, and for donating said leave credits,

13          shall be established by the Association Committee provided for in D, above.

14          H. Donations of leave credit(s) from multiple unit members for an individual instance of

15          catastrophic leave shall be rotated among the donors, one day at a time per donor.

16          I. Transfers of eligible leave credits are irrevocable once they are used, and shall be

17          donated only in full day increments.

18          J. Any unit member who receives paid catastrophic leave shall first use any leave credits

19          that he or she continues to accrue on a monthly basis prior to receiving paid catastrophic

20          leave.

21          K. Any unit member who applies for catastrophic leave understands that he/she waives

22          any right to privacy concerning the communication of the circumstances and factors

1 related to the catastrophic illness to the Association Committee mentioned in Section D  
2 of this article.

3 L. The catastrophic leave recipient, because he/she remains in paid District status, shall  
4 continue to receive District fringe benefit contributions for the duration of said leave.

5 M. Sections H, I, J, and K of this catastrophic leave section shall not be subject to the  
6 provisions of Article X (Grievance Procedure) of this Agreement.

7 N. Participation in the Catastrophic Leave program is completely voluntary on the part of  
8 both donors and applicants. In order to participate in the catastrophic leave program; the  
9 unit member must waive any and all claims against the District and/or the Association  
10 arising from the administration of the catastrophic leave program by signing a waiver and  
11 release which reads as follows:

12 “As a requirement of, and as consideration for my participation in the  
13 Catastrophic Leave Program, created by Article XVIII of the collective  
14 bargaining agreement between the parties, I (name) hereby waive and release any  
15 and all claims I may now have, or may have in the future, known or unknown,  
16 against the La Canada Unified School District, and/or the La Canada Teachers  
17 Association in connection with the administration of the Catastrophic Leave  
18 Program.”

19 O. In the event that any unit member brings administrative, court or other challenge to  
20 any provision of this article, the parties agree that this article shall be of no force or effect  
21 regardless of the outcome of such challenge.

1 ARTICLE XIX

2 RETIREMENT

3 I. The District shall consult with the Association regarding the adoption of Early  
4 Retirement Incentive Plans for all full-time bargaining unit members.

5 A. Definition: Early Retirement is a plan, which will provide an incentive for retirement.

6 B. Eligibility: All full-time bargaining unit members placed on the Bargaining unit  
7 member Salary Schedule.

8 C. Requirements: Participants shall have reached age 50 and have served a minimum of  
9 ten (10) years in the District.

10 II. Bargaining unit members retiring early, hired prior to September 30, 2011, shall have  
11 their hospital and medical insurance benefits paid by the District. The District shall  
12 provide a contribution toward the premium of this insurance in the same amount as it  
13 provides for regular employees. The insurance and contribution shall be provided for a  
14 period of five (5) years or to age 65 whichever comes first and shall be based on the  
15 following criterion: on the date of retirement, the bargaining unit member shall have been  
16 a subscriber to a hospital and medical plan offered by the School District.

17 III. Early retirees whose early retirement benefits end prior to age 65 may purchase major  
18 medical insurance through the District major medical plans.

19 IV. The District shall adopt policies and procedures to implement the above.

20 V. By March 15, unit members shall make every effort to notify the District of their intent to  
21 retire. Such notice shall remain confidential.

1 ARTICLE XX

2 PUBLIC COMPLAINTS

3 This article shall not be applicable in any circumstance where the alleged conduct of the unit  
4 member involves violations of state or federal law, alleged misconduct or is subject to  
5 investigation by a law enforcement agency.

6 I. Public Complaints

7 A. Definition: Public complaints are defined as verbal or written complaints received  
8 from parents/guardians, community members which allege violation,  
9 misrepresentation, or inequitable application of the Education code, school or  
10 district rules, policies, and/or procedures; or unsatisfactory performance of the  
11 professional assignment of an employee.

12 B. Timelines: It is the intent of this article to resolve the complaint as quickly as  
13 possible at both the informal and formal levels.

14 C. “Working Day” for an employee is any contracted work day for that employee  
15 (see Appendix A). A working day for a parent/guardian/community member is  
16 defined as any day the District is open to receive a complaint.

17 D. Questions regarding the appropriate application of this article shall be referred to  
18 the Chairperson of the Professional Rights and Responsibilities Committee PR&R  
19 and the Superintendent or Designee for resolution.

20 E. No anonymous complaints shall be entertained at either the informal or formal  
21 level.

22

23

1 II. Informal Procedure

2 A. It is anticipated that the vast majority of problems will be resolved at the  
3 informal level.

4 B. Complainants shall be encouraged to present informal oral complaints first with  
5 the employee who is the subject of the complaint prior to presenting any formal  
6 written complaint (E-mail correspondence shall be considered oral complaints).  
7 Should the complainant approach the immediate supervisor, the immediate  
8 supervisor may directly approach the subject of the concern to share details and  
9 information and attempt to resolve the issue at the lowest level if agreed to by the  
10 employee. Otherwise, the immediate supervisor shall advise the complainant to  
11 present concerns directly to the employee who is the subject of the complaint. In  
12 addition, the immediate supervisor shall inform the employee of the complaint  
13 within three (3) working days. The employee shall respond to the complainant's  
14 letter or telephone call within three (3) working days and notify the immediate  
15 supervisor when he/she has responded.

16 C. If the complainant is unwilling to meet directly with the employee as advised by  
17 the immediate supervisor in B, the employee's immediate supervisor must notify  
18 the affected employee within three (3) working days of the actual complaint. The  
19 immediate supervisor shall attempt to schedule a meeting with the employee,  
20 immediate supervisor and complainant within five (5) working days of immediate  
21 supervisor's notification of complainant's unwillingness to meet individually with  
22 employee.

1 D. For issues unresolved from the employee contact with the complainant (B) or if  
2 the complainant is unwilling to meet directly with the employee (C), a meeting  
3 with the employee, the immediate supervisor, and the complainant shall be  
4 scheduled at a mutually acceptable time during regular school hours. At this  
5 meeting, the employee and the complainant shall have up to thirty (30) minutes  
6 each to present their positions regarding the specific complaint. The employee  
7 has the right to representation.

8 E. If the complainant refuses to attend the meeting, the complaint shall be dropped  
9 and not utilized by District in any evaluation or disciplinary action against the  
10 employee. No written material relating to the unsubstantiated allegation(s) or  
11 unsubstantiated violations(s) of law shall be placed in the employee's personnel  
12 file.

13 F. In all cases of complaints, the employee concerned shall be involved. The  
14 accused employee shall be provided an opportunity to hear and respond to the  
15 complaint before any final resolution is reached.

16 III. Formal Procedure

17 Level 1: (Written Complaint)

18 A. Within ten (10) working days, concerns unresolved at the informal meeting  
19 referred to in 2E, shall be reduced to writing, as per directions on Appendix J1.  
20 The immediate supervisor receiving the complaint shall sign and date the  
21 complaint at the time of its receipt. A procedural checklist will be maintained  
22 (Appendix J3) to provide a record of all of the formal complaint process. A copy

1 of the entire complaint shall be given to the employee within five (5) working  
2 days of its receipt by the immediate supervisor.

3 B. Within fifteen (15) working days of its receipt, the employee shall respond to the  
4 complaint in writing, as per directions on Appendix J2. The response shall be  
5 attached to the formal written complaint. The Association president may request,  
6 from the superintendent, that the employee be given time during the duty day,  
7 without salary deduction, to review and respond to the complaint. Within five (5)  
8 working days of receipt of the employee's written response, the immediate  
9 supervisor or designee shall forward a copy of the employee's written response to  
10 the complainant.

11 Level 2: (Superintendent)

12 A. If there is no satisfactory, resolution at Level 1 and the complainant chooses to  
13 move the complaint forward, the complainant shall forward the written complaint  
14 and the employee's response to the superintendent or designee within 5 working  
15 days of the complainant's receipt of the employee's written response. The  
16 employee shall be notified of this action.

17 B. Within fifteen (15) working days of the receipt of the written complaint  
18 unresolved at the Level 1 conference, a meeting of the employee, superintendent  
19 or designee and the complainant shall be held at the District Office. The  
20 superintendent or designee shall chair the meeting. The employee and/or the  
21 complainant may bring a representative. The decisions of the superintendent shall  
22 be final



1 IV. Post Procedures:

- 2       ▪ If the public charges are not upheld, no documents related to the complaint shall be  
3           placed in the employee's files.
- 4       ▪ The employee shall retain the right to pursue appropriate legal recourse in cases of  
5           unfounded public charges.
- 6       ▪ Failure by employee to file a grievance shall not be construed as an admission by the  
7           employee that the allegations in the complaint are true.

1 ARTICLE XXI

2 SUMMER SCHOOL

3 I. A summer school shall be conducted if the District identifies the need and has available  
4 funds, with the exception of Extended School Year (ESY).

5 II. Projected summer school vacancies shall be posted by the District and shall be sent to  
6 the schools for distribution in teachers' mailboxes no later than May 1.

7 III. All summer school bargaining unit members shall be employed after confirmation of  
8 adequate student enrollment.

9 IV. Bargaining unit member selection criteria in rank order:

10 A. A qualified and competent bargaining unit member for the subject and/or grade  
11 level position who presently teaches within the level, particularly one who regularly  
12 teaches the subject. When two or more equally qualified and competent bargaining unit  
13 members have applied for the same assignment, preference shall be given to the  
14 bargaining unit member who has taught the fewest summer school assignments in the  
15 past five (5) years.

16 B. A qualified and competent member of the regular staff at other levels holding  
17 proper credentials, preferably with experience or additional course work pertinent to the  
18 subject area.

19 1. Relative numerical balance to include bargaining unit members from all  
20 schools.

21 2. When two or more equally qualified and competent bargaining unit  
22 members have applied for the same assignment, preference shall be given to the

1 bargaining unit member who has taught the fewest summer school assignments in  
2 the past five (5) years.

3 C. Relative numerical balance to include bargaining unit members from all schools.

4 D. When two or more equally qualified and competent bargaining unit members  
5 have applied for the same assignment, preference shall be given to the bargaining  
6 unit member who has taught the fewest school assignments in the past five (5)  
7 years.

8 E. District bargaining unit members who hold teaching credentials other than full-  
9 time bargaining unit members, i.e., substitute teachers, instructional aides,  
10 bargaining unit members hired for the ensuing year, or bargaining unit members  
11 not returning to the District.

12 F. Out-of-District teachers, properly credentialed, with competency in the subject  
13 area.

14 G. Beginning with the 2013 summer school, bargaining unit members will be  
15 compensated according to a flat rate comparable to the Assistance League of  
16 Flintridge (ALF) summer school rate (see Appendix F3).

1 ARTICLE XXII

2 EXTRA DUTY/EXTRA PAY

3 I. Compensable duties in addition to those described in Article XII shall be defined as Extra  
4 Duty/Extra Pay. The positions applicable under this Article are listed in Appendix B.

5 II. Regular compensation for Extra Duty/Extra Pay positions shall be in accordance with  
6 Appendix B.

7 III. Coaches of teams involved in CIF playoffs shall receive additional compensation for each  
8 week beyond the regular season. The weekly rate shall be based on their regular rate of  
9 Extra Duty/Extra Pay compensation divided by the number of weeks in the regular  
10 season.

11 IV. The District shall administer Extra Duty/Extra Pay with the following procedures:

12 A. Vacant Extra Duty/Extra Pay positions shall be posted between May 15 and June  
13 15, at the completion of the sports season, or when the position is vacated.

14 B. Unit members shall be required to submit a letter of interest, a resume and  
15 interview for the position unless they have met the conditions specified in B.1.

16 1. Unit members currently serving in the following Extra Duty/Extra Pay  
17 positions who have received a satisfactory Extra Duty/Extra Pay evaluation shall  
18 only be required to submit a letter to their principal stating their intent to continue  
19 in the position of:

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Athletic Director	7-8 Yearbook
Department Chair	9-12 ASB Sponsor
Varsity Head Coach	9-12 Band Director
Elementary Team Leader	9-12 Choral Director
7-8 Team Leader	9-12 Drama Director
7-8 Band Director	9-12 Marching Band Director
7-8 Choral Director	9-12 Newspaper
7-8 Drama Director	9-12 Pep Club Sponsor
7-8 Marching Band Director	9-12 Yearbook
7-8 Newspaper	

See Appendix C2, Extra Duty/Extra Pay Letter of Intent Form

- 2. Term Limits
  - a. Persons serving in the position of Elementary Team Leader and Grades 7-8 Team Leader shall not serve for more than two (2) consecutive years.
  - b. Persons serving in the position of Department Chair shall not serve more than three (3) consecutive years.
  - c. Persons serving in the position of Varsity Head Coach shall be required to submit a letter of interest, a resume and interview for the position after three (3) consecutive years.
- C. Interviews shall be held prior to filling vacant positions.

1 D. All Extra Duty/Extra Pay positions required a signed contract before the unit  
2 member begins the position. All contracts will be granted for one (1) year and shall be  
3 maintained in the Human Resources Office.

4 E. Each unit member in an extra duty/extra pay position will be evaluated annually.  
5 See Appendix C1, Extra Duty/Extra Pay Evaluation Form, to be used by the principal or  
6 designee.

7 F. Effective upon ratification, this section shall supersede the selection process for  
8 Extra Duty/Extra Pay job descriptions, except for Department Chair, Elementary Team  
9 Leader and Grades 7-8 Team Leader, which shall continue to be selected for the first year  
10 of the term as outlined on the job description.

11 V. A teacher may be assigned to serve as a substitute teacher during his/her  
12 preparation/conference period when no district substitute is available. Principals will first  
13 ask for volunteers and if no volunteer is available will make the assignment on a rotating  
14 basis. Teachers that serve as substitutes shall be paid \$30.00/period. Elementary teachers  
15 will be paid \$30.00 per hour. Teachers who substitute for more the 50%of the  
16 period/hour shall receive full compensation.

17 VI. All teacher stipends not included in the Extra Duty/Extra Pay Schedule (Appendix B),  
18 will require approval of the LCTA Executive Board and the signature of the LCTA  
19 President.

20 VII. The District shall pay teachers who supervise on district-required special activities that  
21 extend overnight, both during the school week and during the weekend. For each night  
22 spent on the special activity, each supervising teacher shall be paid a sum equal to the  
23 daily sub rate. Teachers who are receiving an extra pay stipend (see Appendix B) for

1 working with the group spending the night(s) shall not be eligible to receive this  
2 payment. All applications for activities involving overnight supervision submitted to the  
3 Governing Board shall include: (1) The number of teachers and number of nights. (2) A  
4 budget, including sources of funding.

5 VIII. Bargaining unit members who administer the PSAT examination shall be compensated.  
6 Compensation will be paid at the ETS rate found in the SAT Test Administration Manual  
7 for the supervisor, administrators and proctors. The supervisor will submit a request for  
8 payment to the payroll department immediately following the administration of the test.  
9 The district will compensate those bargaining unit members whose names have been  
10 submitted within ten (10) days of the date the timesheet was submitted.

11 IX. The amount of allocation of payment for SB 813 Monies will be based on the prior year  
12 CBEDS enrollment less statutory benefits and indirect costs. The rate of indirect cost  
13 will be the rate on each year's J-380 or comparable document. The available funds will  
14 be divided equally among the counselors providing services. Counselors will be paid  
15 within 30 days of the receipt of District approved documentation and may be submitted  
16 any time prior to March 1. Counseling will be done annually between July1 and Jan 31.  
17 The program will be in effect only when SB 813 Monies are available.

1 ARTICLE XXIII

2 CONTRACT WAIVERS

3 It is agreed that, with the mutual consent of the parties, any provision of this agreement may be  
4 waived if such waiver will support the educational mission of the school district. The process and  
5 structure for obtaining such waiver shall be:

6 1. Each waiver request proposal shall include the purpose, duration, effect, and evaluation  
7 procedures(s). The proposal shall be submitted to the superintendent and the La Cañada  
8 Teachers Association president.

9 2. The La Cañada Teachers Association Rep Council, site principal and superintendent  
10 must approve any waiver election. Proposals shall be approved or disapproved as  
11 submitted, without alteration. Changes may be suggested to the school site for their  
12 consideration.

13 3. A secret ballot election shall be held to make sure that a minimum of eighty percent  
14 (80%) of all bargaining unit members at the affected site indicate that they concur with  
15 the plans. The election shall be conducted by the La Cañada Teachers Association.

16 4. Waivers shall not exceed one school year but may be resubmitted annually following  
17 the procedures outlined in this article.

18 Any waiver approved at the site shall include the presumption that the waiver is for that site only  
19 and shall not limit other programs or compel other sites to follow suit. Any site-based decisions  
20 that are contrary to existing language in the agreement shall be presumed to change the language  
21 of the agreement for that site only. There shall be no presumption of past practice for employees  
22 at other sites.



1 ARTICLE XXIV

2 AGENCY FEE

3 A. Any unit member who is not a member of the Association, or who does not make  
4 application for membership within thirty (30) days of the effective date of this Agreement, or  
5 within (30) days from the date of commencement of assigned duties within the bargaining unit,  
6 shall become a member of the Association or pay to the Association a fee in an amount equal to  
7 membership dues, initiation fees and general assessments, payable to the Association in one  
8 lump-sum cash payment in the same manner as required for the payment of membership dues.  
9 In the event that a unit member does not pay such fee directly to the Association, the Association  
10 shall so inform the District, and the District shall immediately begin automatic payroll deduction  
11 as provided in Education Code section 45061 and in the same manner as set forth in this Article.

12 The Public Employment Relations Board (PERB) will conduct an election as provided by  
13 law to determine organizational security for the LCTA bargaining unit at the end of the 1999-  
14 2000 school year. Current LCTA members who change membership status shall become fee  
15 payers, pursuant to this article. Current non-members shall be exempt from a requirement to pay  
16 agency fees, subsequent to the election conducted by PERB.

17 B. Any unit member who is a member of a religious body whose traditional tenets or  
18 teachings include objections to joining or financially supporting employee organizations shall  
19 not be required to join or financially support the Association as a condition of employment;  
20 except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to  
21 one of the following non-religious, non-labor organization, charitable funds exempt from  
22 taxation under section 501 (c) (3) of Title 26 of the Internal Revenue Code:

- 23
- LCTA Scholarship Fund

- 1           • La Canada Educational Foundation
- 2           • Martin Luther King, Jr. memorial Scholarship Fund

3 To receive a religious exemption, the unit member must submit a detailed written statement  
4 establishing the basis for the religious exemption. The Association executive board shall  
5 communicate in writing to the unit member its acceptance or rejection of the exemption. If  
6 accepted, the unit member shall make the payment to an appropriate charity as described above.  
7 Such payment shall be made on or before the due date for cash dues/fees for each school year.

8           Proof of payment shall be made on an annual basis to the Association and District as  
9 condition of continued exemption from the payment of agency fee. Proof of payment shall be in  
10 the form of receipts and/or cancelled checks indication the amount paid, date of payment, and to  
11 whom payment in lieu of the service fee has been made. No in-kind services may be received for  
12 payments, nor may the payment be in a form other than money such as the donation of used  
13 items. Such proof shall be presented on or before the due date for cash dues/fees for each school  
14 year.

15           Any unit member making payments as set forth in sections above, and who requests that  
16 the grievance or arbitration provisions of this Agreement be used in her or his behalf, shall be  
17 responsible for paying the reasonable cost of using said grievance or arbitration procedures.

18 C.       With respect to all sums deducted by the District pursuant to sections above, whether for  
19 membership dues or agency fee, the District agrees to remit such moneys promptly to the  
20 Association accompanied by an alphabetical list of unit members for whom such deductions  
21 have been made, categorizing them as to membership or non-membership in the Association, and  
22 indicate any changes in personnel from the list previously furnished. The Association and

1 District agree to furnish to each other any information needed to fulfill the provisions of this  
2 Article.

3 District Obligations

4 D. The District's obligations under this Article are: 1) to notify any unit member who has  
5 failed to comply with the provisions of this Article that, as a condition of employment with the  
6 District, such unit member must either become an Association member, pay a service fee, or  
7 establish an exempt status and make payment pursuant to the provisions of this Agreement; and  
8 2) deduct from pay appropriate amounts pursuant to this Article.

9 E. Hold Harmless

10 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in  
11 defending against any court action and/or administrative action challenging the legality or  
12 constitutionality of the agency fee provisions of this Agreement or their implementation. The  
13 Association shall have the exclusive right to decide and determine whether any such action or  
14 proceeding referred to above shall or shall not be compromised, resisted, defended, tried or  
15 appealed.

1 ARTICLE XXV

2 PEER ASSISTANCE AND REVIEW (PAR)

3 A. Purpose

4 To provide assistance and support to improve the performance of a certificated employee  
5 who receives an overall unsatisfactory evaluation. To allow exemplary certificated  
6 employees to assist certificated employees in the areas of:

- 7 1. Engaging and supporting all students in learning.
- 8 2. Creating and maintaining effective environments for student learning.
- 9 3. Understanding and organizing subject matter for student learning.
- 10 4. Planning instruction and designing learning experiences for all students.
- 11 5. Assessing students for learning.
- 12 6. Developing as a professional educator.

13 B. Definitions

- 14 1. Referred Participant: Permanent certificated employees who receive an overall  
15 unsatisfactory evaluation are required by this article to participate and complete  
16 the requirements of the PAR program.
- 17 2. Consulting Mentor: An exemplary certificated employee, meeting the  
18 requirements as defined by this article, who is selected by the Joint Panel to  
19 provide assistance to a participant.
- 20 3. Principal/Evaluator: The certificated administrator or designee appointed by the  
21 District to evaluate certificated employees.

22

23

1 C. Joint Panel

2 The Joint Panel shall consist of three (3) certificated employees who are chosen to serve  
3 by the Association’s designated process and two (2) administrators who are selected by  
4 the District. An alternate administrator shall serve if a Joint Panel administrator refers an  
5 employee to PAR. If possible, the certificated members of the Panel shall be from  
6 different work sites and shall have different areas of expertise. Joint Panel members shall  
7 serve a maximum of three (3) consecutive years, and members may serve multiple terms.

8 The Joint Panel shall establish its own meeting schedule; however, during the  
9 selection of consulting mentors and when reports are being presented or discussed  
10 regarding participants, all five (5) members of the Joint Panel must be present. Decisions  
11 shall be made by a simple majority. All meetings of the Joint Panel shall be in a closed  
12 setting.

13 The Joint Panel shall be responsible for the following:

- 14 1. Participating in professional development and training relevant to their role in  
15 PAR (peer coaching, adult learning theory, best practices, due process, duty of  
16 fair representation).
- 17 2. Establishing rules of procedure.
- 18 3. Complying with the negotiated procedures for selecting the consulting mentors.
- 19 4. Assigning the consulting mentors to participants after reviewing the needs of the  
20 participants and the strengths of the consulting mentors. Assignments shall be  
21 made with respect to best match (grade level appropriateness, teaching  
22 experiences, training, curriculum strengths, skills, etc.). Each consulting mentor

1 and participant shall be granted one appeal to an assignment in a school year. The  
2 Joint Panel will hear appeals.

3 5. Determining the number of consulting mentors in any school year based upon  
4 number of participants in the PAR program and other relevant considerations.

5 6. Reviewing the final report prepared by the consulting mentor and making  
6 recommendations to the Governing Board regarding the participant's progress in  
7 the PAR program.

8 All proceedings and materials related to evaluations, reports and other personnel matters  
9 shall be strictly confidential. Therefore, Joint Panel members and consulting mentors  
10 may disclose such information only as necessary to administer this Article.

11 Association members of the Joint Panel shall have the same protection from  
12 liability against claims, causes of action, damages, grievances, administrative  
13 proceedings or any other litigation arising from their participation in the PAR program  
14 and access to appropriate defense as afforded to other public school employees under  
15 provisions of the California Government Code.

16 D. Participants

17 A meeting will be held between the evaluator and the participant being evaluated to  
18 develop a Certificated Assistance Plan (see appendix G6), which will specify what the  
19 participant must do in order to receive a satisfactory performance rating in the identified  
20 areas. The consulting mentor and participant shall then meet to determine the role of the  
21 consulting mentor, expectations of the participant, and to begin addressing the target  
22 areas of the Certificated Assistance Plan.

1           The participant has the right to be represented throughout these procedures by the  
2 Association representative of his or her choice.

3 E. Consulting Mentors

4 Consulting mentors shall meet the minimum qualifications:

- 5 1. Credentialed with permanent status.
- 6 2. Demonstrated successful classroom experience.
- 7 3. Exemplary communication skills, subject matter knowledge, and mastery of best  
8 practices in different contexts.

9 Consulting mentors shall not constitute either management or supervisory functions. The  
10 consulting mentor shall constitute all rights of bargaining unit members.

11 Consulting mentors shall assist participants by demonstrating, observing,  
12 coaching, conferencing, modeling, or other activities which, in their professional  
13 judgement, will assist the participant.

14 The consulting mentors shall monitor the progress of the participant and shall  
15 provide notes, reports, etc., to the participant for discussion and review.

16 The consulting mentor shall continue to assist the participant until s/he concludes  
17 that the performance of the participant is satisfactory or that further assistance will not be  
18 productive. A copy of the consulting mentor's report shall be submitted to and discussed  
19 with the participant before it is submitted to the Joint Panel. The participant's signing of  
20 the report does not necessarily mean agreement, but rather confirmation that s/he has  
21 received a copy of the report. The participant shall have the right to submit a written  
22 response within twenty (20) working days and have it attached to the final report. The

1 participant shall also have the right to a meeting with the Joint Panel and to be  
2 represented at this meeting by the Association representative.

3 Consulting mentors shall have the same protection from liability against claims,  
4 causes of action, damages, grievances, administrative proceedings or any other litigation  
5 arising from their participation in the PAR program and access to appropriate defense as  
6 afforded to other public school employees under provisions of the California Government  
7 Code.

8



1 ARTICLE XXVI

2 BUY BACK DAYS

3 I. There shall be one (1) voluntary buy back day as defined by Ed Code 44579.1. The  
4 amount to be paid to each eligible unit member shall be computed as follows:

- 5 • Current buy back rate established by the State
- 6 • Less District expense (\$15.00 per participant, per day)
- 7 • This is the gross amount. From this gross amount, the District shall deduct all  
8 individual employee-paid taxes:

- 9 • Federal withholding taxes
- 10 • State withholding taxes
- 11 • Medicare contribution
- 12 • Employee STRS contribution

13 II. Participants shall be paid for a “full day” of staff development. This is defined as the  
14 length of the bargaining unit member’s instructional day, or 6.25 hours. Participation is limited  
15 to those bargaining unit members whose duties require direct instruction to students.

16 III. Areas of emphasis must comply with Ed Code 44579.1 and shall be:

- 17 • Determined by the Instructional Planning Groups (grades K-6) and the Instructional  
18 Council (grades 7-12) in collaboration with the Assistant Superintendent of  
19 Curriculum.
- 20 • Based on analysis of student performance data and site reviews such as Focus on  
21 Learning, Program Quality Review and coordinated Compliance Review, along with  
22 assessment surveys
- 23 • Approved by the District Curriculum committee.

1 IV. Activities may include curriculum development, curriculum review, training in  
2 instructional strategies and classroom management, seminars on current educational issues,  
3 development of instructional resources, etc.

4 V. Compensation shall be made no later than 20 (twenty) days after Payroll Department  
5 receives documentation.

6 VI. If the staff development day is broken into increments, participants must compile and  
7 submit a single time sheet showing the partial days that equal the 6.25 hours of each staff  
8 development day. SB1193 above does not allow compensation for partial days.

9 VII. Documentation is defined as a completed time sheet, which is available at each site. The  
10 time sheet must show dates, hours, description of activity and topic. The participant and the site  
11 principal must sign the time sheet.

12 VIII. As of June 30, 2011, the voluntary buy back day shall be eliminated.