

# **Collective Bargaining Agreement**

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**For 2010-2011, 2011-2012 and 2012-2013**

**Between the  
Livingston Union School District**

**and the**

**Livingston Elementary  
Teachers' Association  
CTA**

**BOARD APPROVED:  
April 14, 2011**

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## **PREAMBLE**

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

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

**ARTICLE I: AGREEMENT**

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This is an agreement made and entered into this April 14, 2011 between the Livingston Union School District (“District”) and the Livingston Elementary Teachers Association/California Teachers Association/National Education Association (“Association”).

**ARTICLE II: TERM**

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This Agreement shall remain in full force and effect up to and including June 30, 2014. There shall be no reopener or other negotiations for the 2011-12 or the 2012-13 school years. For the 2013-14 school year, the parties agree to negotiate salary (Article XII), fringe benefits (Article XIV) and two articles of each party's choice.

**ARTICLE III: RECOGNITION**

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

1 **ARTICLE IV: NEGOTIATION PROCEDURES**

- 2
- 3 A. Exclusive Representative: Initial proposals which relate to matters within the scope of
- 4 meeting and negotiating shall be presented to the Board of Education at a public meeting and
- 5 thereafter be public record. Meeting and negotiating shall not take place until at least seven
- 6 (7) days have elapsed to give the public an opportunity to become informed regarding the
- 7 proposals and to express itself publicly at a public hearing set by the Board of Education.
- 8
- 9 B. Board of Education: Once the public has had an opportunity to express itself at a public
- 10 hearing, the Board shall adopt, in a public meeting, its initial proposal in response to the
- 11 proposals submitted by the exclusive representative or as an independent proposal that will
- 12 be submitted to the exclusive representatives as a topic upon which the Board wishes to meet
- 13 and negotiate. In developing its initial position, the Board may meet in Executive Session
- 14 for the purpose of discussing its position of any matter within the scope of representation
- 15 and/or for the purpose of instructing the Board's Designated Representatives.
- 16
- 17 C. New Subjects: During the meet and negotiate process, new subjects not presented in the
- 18 initial proposals shall be reduced to writing and become a matter of public record within
- 19 twenty-four (24) hours. If a position or vote has been taken by the Board of Education on
- 20 this proposal, this shall also be reported. Such proposals shall be posted at the Board offices
- 21 for public review and included in the next report to the Board from its Designated
- 22 Representative.
- 23
- 24 D. Requests for the initial meeting for the annual negotiation process by the Association must
- 25 be made in writing to the Board's Representative, and shall follow the public disclosure
- 26 process stated in A - C above.
- 27
- 28 E. At the end of each negotiation session, the agenda and date (if any) for the next session will
- 29 be mutually agreed upon.
- 30
- 31 F. The District will provide three (3) staff members fifteen (15) one-half (1/2) days, or
- 32 equivalent release time for participating in negotiation sessions.
- 33
- 34 G. The agreement reached between the parties shall be reduced to writing and signed by them.
- 35
- 36 H. After the final agreement has been made, the District will provide each employee covered by
- 37 this Agreement a copy of the Agreement, and also, each new unit employee hired during the
- 38 Agreement's duration. Cost of printing final agreement shall be borne equally between the
- 39 Association and the District.

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**ARTICLE V: ASSOCIATION RIGHTS**

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

- 1           3.     That such time-off shall be limited solely to representing a grievant in a conference  
2                     with a management person, beyond level one, and in no way shall this limitation  
3                     include use of such time for matters such as gathering information, interviewing  
4                     witnesses, or preparing a presentation; and,  
5
- 6           4.     The Board shall attempt to place on the agenda of each regular Board meeting as the  
7                     first (1st) item for consideration under “new business” any matters brought to its  
8                     consideration by the Association provided that such matters are made known to the  
9                     Superintendent’s Office seventy-two (72) hours prior to said meeting.

**ARTICLE VI: HOURS**

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A. Except as set forth in Section E below, unit employees who are teachers shall be on campus and responsible for instructional and other assigned duties for seven (7) hours and fifteen (15) minutes. All other unit employees are required as a minimum to work an eight (8) hour day, exclusive of lunch.

B. Unit employees may leave after student dismissal one (1) hour early on Friday and after the students leave on the following scheduled minimum days:

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

C. In addition to the above minimum time, unit employees are responsible for other instructional day duties which include, but are not limited to, parent conferences, open house and back-to-school night. Parent committee meeting (i.e. Site Council) and curriculum committee assignments shall be voluntary; however, the site administrator may make committee assignments when volunteers have not filled vacancies. In such cases, assignments will be equitably made.

D. Dual-Language Immersion teachers will hold three (3) parent educational activities during the school year in accordance with the DLA Staff Handbook.

E. At the beginning of the year, site administrators will designate one day per week for staff meetings or collaborative planning. Site administrators will request staff input but will be ultimately responsible for the agenda and for facilitating the meetings. Site administrators may share this responsibility with teachers and other members of the staff. Due to unforeseen circumstances, meetings days may be changed with a week’s advanced notice. Voluntary meetings and/or training will be called at the site administrator’s discretion. All other required meetings will be subject to the compensation requirements of Article XII.

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

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

|                    |          | <u>2011-12</u> | <u>2012-13</u> |
|--------------------|----------|----------------|----------------|
| New Teachers       | 187 days | 190 days       | 190 days       |
| Returning Teachers | 184 days | 187 days       | 187 days       |
| Nurses             | 190 days | 190 days       | 190 days       |
| Librarians         | 202 days | 202 days       | 202 days       |

Notwithstanding any language in the current collective bargaining agreement to the contrary, for the 2011-12 and the 2012-13 school years only, required duty days for new teachers shall

1 be increased from 187 to 190 and for returning teachers from 184 to 187. For the 2011-12  
2 school year the administration shall be responsible for the development and implementation  
3 of the three in-service training days. For the 2012-13 school year the administration shall be  
4 responsible for the development and implementation of the three in-service days with teacher  
5 input. There shall be no change in the number of duty days for nurses or librarians.  
6 Commencing with the 2013-14 school year and thereafter, the number of duty days shall  
7 adjust back to the 2010-2011 school year with new teachers at 187 days and returning  
8 teachers at 184 days.

9  
10 Notwithstanding any language in the current collective bargaining agreement to the contrary,  
11 for the 2011-12 and the 2012-13 school years only, the District agrees to offer three (3) in-  
12 service training days for new and returning teachers. These in-service training days shall be  
13 mandatory and teachers shall be paid their per diem salary, (not the \$30/hour rate contained  
14 in the CBA).

15  
16 H. The District retains its right to set opening and closing times of the school day and to set the  
17 opening and closing dates of the school year. The District will consider input from the  
18 Association in the adoption of the annual school calendar.

19  
20 I. District agrees to limit attendance requirements for returning teachers during preschool  
21 sessions to one (1) day with the remaining two (2) days to be reserved for individual  
22 teacher preparation.

**ARTICLE VII: PREPARATION PERIOD**

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

**ARTICLE VIII: CLASS SIZE**

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

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

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

**ARTICLE IX: TEACHING CONDITIONS**

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

1 **ARTICLE X: LEAVE PROVISIONS**

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- 4 A. The benefits which are expressly provided by this section, Article X, are the sole benefits
- 5 which are part of this Collective Agreement, and it is agreed that other statutory or regulatory
- 6 leave benefits are not incorporated, either directly or by implication, into this Agreement, nor
- 7 are such other benefits subject to the Grievance Procedure, Article XV.
- 8
- 9 B. As used in this article, "Immediate Family" shall be limited to mother, father, grandmother,
- 10 grandfather, or a grandchild of the unit employee or of the spouse of the unit employee, and
- 11 the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister,
- 12 sister-in-law, legal guardian, foster child of the unit employee or any relative living in the
- 13 immediate household of the unit employee.
- 14
- 15 C. Salary Deduction for Unauthorized Leave: The unit employee's daily salary for deduction
- 16 purposes shall be compiled by dividing the employee's salary by the number of scheduled
- 17 work days.
- 18
- 19 D. Personal Illness and Injury Leave:
- 20
- 21 1. Full-time unit employees shall be entitled to ten (10) days leave with full pay for
- 22 each school year for purposes of personal illness or injury. Unit employees who
- 23 work less than full-time shall be entitled to that portion of the ten (10) days leave as
- 24 the number of hours per week of schedule duty relates to the number of hours for a
- 25 full time unit employee in a comparable position.
- 26
- 27 2. After all earned leave, as set forth in D.1. above, is exhausted, additional
- 28 nonaccumulated leave shall be available for a period not to exceed five (5) school
- 29 months, provided that the provisions of D.4. below are met. The amount deducted
- 30 for leave purposes from the unit employee's salary shall be the amount actually paid
- 31 a substitute employee employed to fill the position during the leave, or, if no
- 32 substitute is employed, the amount which would have been paid to a substitute. The
- 33 five (5) month period shall begin to run on the tenth (10th) day of absence due to
- 34 illness or injury. In no event shall additional nonaccumulated leave, when combined
- 35 with the leave authorized in D.1. above, exceed one hundred (100) days in any
- 36 school year. Only one (1) such nonaccumulated leave shall be allowed for any single
- 37 and continuous absence that extends into the next school year.
- 38
- 39 3. If a unit employee does not utilize the full amount of leave as authorized in D.1.
- 40 above in any school year, the amount not utilized shall be accumulated from year-to-
- 41 year.
- 42
- 43 4. Upon request by District management, a unit employee shall be required to present a
- 44 medical doctor's certificate verifying the personal injury or illness and/or a medical
- 45 authorization to return to work. If the illness or injury exceeds three (3) consecutive
- 46 days, the District may require a medical statement as to the nature and severity of the

1 illness or injury. If the report concludes that the absence is not due to personal  
2 illness or injury, or that the illness is not sufficiently severe to warrant continued  
3 absence, then the Superintendent or designee, after notice to the unit employee, may  
4 refuse to grant such leave. If requested by District management, a unit employee  
5 shall not return to work until he/she submits a medical doctor's authorization to  
6 return to work.

- 7
- 8 5. Whenever possible, a unit employee must contact his/her immediate supervisor as  
9 soon as the need to be absent is known, but no less that two (2) hours prior to the  
10 start of the work day to permit the employer time to secure substitute service.
- 11
- 12 6. A unit employee who is absent for one-half (1/2) day or less shall have deducted  
13 one-half (1/2) day from the accumulated leave; and if the absence exceeds more than  
14 one-half (1/2) day, a full day shall be deducted from accumulated leave.
- 15
- 16 7. A unit employee shall not be allowed to return to work and shall be placed on leave  
17 without pay if the unit employee fails to notify the District of the unit employee's  
18 intent to return to work at least two (2) hours prior to the close of the preceding work  
19 day.
- 20

21 E. Personal Necessity Leave

- 22
- 23 1. Leave which is credited under D.1. of the Article may be used, at the unit employee's  
24 election, for purposes of personal necessity; provided that use of such personal  
25 necessity leave does not exceed seven (7) days in any school year.
- 26
- 27 2. For purposes of this provision, personal necessity shall be limited to: (a) death or  
28 serious illness of a member of the unit employee's immediate family; and (b) an  
29 accident which is unforeseen involving the unit employee's person or property, or the  
30 person or property of a unit employee's immediate family.
- 31
- 32 3. The District shall grant four (4) days personal necessity leave credited under section  
33 E.1. above, for the unit employee's personal business without prior approval.  
34 Personal business shall not include any recreational or sports activities. When at all  
35 possible, prior notice shall be given to the site administrator at least twenty-four (24)  
36 hours before leave is taken. Leave granted under this section E.3 may be  
37 accumulated to a maximum of four (4) days.
- 38
- 39 4. Under all circumstances, a unit employee shall verify in writing that the personal  
40 necessity leave was used only for purposes as set forth in E.2. and E.3. above.
- 41

1 F. Bereavement Leave

- 2
- 3 1. A unit employee shall be entitled to a maximum of three (3) days leave of absence or
- 4 five (5) days leave of absence if out-of-state travel, or travel of more than three
- 5 hundred (300) miles is required, without loss of salary or deduction from other leave
- 6 benefits in this article, on account of the death of any member of his/her immediate
- 7 family.
- 8
- 9 2. A unit employee shall notify the District as soon as possible and also state the
- 10 expected duration of the absence to enable the District to secure a substitute.
- 11
- 12 3. Immediately upon return, a unit employee shall verify in writing that bereavement
- 13 leave was used only for the purpose set forth in F.1. above.
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15 G. Leave for Pregnancy Disability

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- 17 1. Unit employees are entitled to use accumulated sick leave as set forth in D.1. and
- 18 D.2. for disabilities caused or contributed to by pregnancy, miscarriage, childbirth,
- 19 and recovery therefrom, on the same terms and conditions governing leaves of
- 20 absence from other illness or medical disability. The length of such disability leave,
- 21 including the date on which the leave shall commence and the date on which the
- 22 duties are to be resumed, shall be determined by the unit employee and the unit
- 23 employee's physician; however, the District management may require a verification
- 24 of the extent of disability through a physical examination of the unit employee from a
- 25 list of three (3) physicians selected by the District. The cost of this examination will
- 26 be paid by the District.
- 27
- 28 2. Unit employees are entitled to leave not to exceed one (1) school year without pay or
- 29 other benefits for disabilities because of pregnancy, miscarriage, childbirth, or
- 30 recovery therefrom, when sick leave, as set forth in D.1. and D.2. has been
- 31 exhausted. The date on which the unit employee shall resume duties shall be
- 32 determined by the unit employee on leave and the unit employee's physician.
- 33
- 34 3. The unit employee on leave for pregnancy disability shall be entitled to return to a
- 35 position comparable to that held at the time the leave was commenced.
- 36

37 H. Industrial Accident Leave

- 38
- 39 1. Unit employees will be entitled to an industrial accident leave according to the
- 40 provision in Education Code Section 44984 for personal injury which has qualified
- 41 for worker's compensation under the District's compensation insurance plan.
- 42
- 43 2. Such leave shall not exceed sixty (60) days during which the schools of the District
- 44 are required to be in session or when the unit employee would otherwise have been
- 45 performing work for the District in any one (1) fiscal year for the same industrial
- 46 accident.

1  
2 3. The District has the right to have the unit employee examined by a physician from a  
3 list of three (3) physicians designated by the District to assist in determining the  
4 length of time during which the unit employee will be temporarily unable to perform  
5 assigned duties and the degree to which a disability is attributable to the injury  
6 involved. The cost of the examination will be paid by the District.  
7

8 4. For any days of absence from duty as a result of the same industrial accident, the unit  
9 employee shall endorse to the District any wage loss benefit check from the District's  
10 compensation insurance plan, which would make the total compensation from both  
11 sources exceed one hundred percent (100%) of the amount the unit employee would  
12 have received as salary had there been no industrial accident or illness. If the unit  
13 employee fails to endorse to the District any wage loss disability indemnity check  
14 received on account of the industrial accident or illness as provided above, the  
15 District shall deduct from the unit employee's salary warrant the amount of such  
16 disability indemnity actually paid to and retained by the unit employee.  
17

18 I. Judicial Leave  
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- 20 1. Unit employees will be provided leave for regularly called jury duty and to appear as  
21 a witness in court other than as a litigant, for reasons not brought about through the  
22 connivance or misconduct of the unit employee. The unit employee shall submit,  
23 when possible, a written request for an approved absence not less than five (5) days  
24 prior to the beginning date of the leave or as a witness.  
25  
26 2. The unit employee, while serving jury duty, will receive full pay and will then turn  
27 jury check over to the District, minus mileage.  
28

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

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See District Policy available in Superintendent's Office.

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1. Change District policy to allow two (2) one-half year leaves or one (1) yearly leave.

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2. Pay fringe benefits for sabbatical leave at rate of one (1) premium per family.

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9 L. Child Adoption Leave

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

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20 M. Family Medical Leave

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

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26 N. Compensation Time

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

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1           **ARTICLE XI: ASSIGNMENT, TRANSFER, AND FILLING OF VACANCIES**  
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- 4    A.     The District management shall make preliminary assignments within the school and/or  
5           division for the ensuing school year as soon as administratively practicable, if possible  
6           before May 1.  
7
- 8    B.     Assignments shall consist of subject matter and/or grade level(s) responsibilities.  
9
- 10   C.     Unit employees affected by change in preliminary assignment shall be given notice before  
11           the change is effectuated.  
12
- 13         1.     Unit employees whose preliminary grade level assignment is changed after  
14                 September 1 will be granted three (3) days release time to prepare for new  
15                 assignments.  
16
- 17         2.     Transfers or assignments will not be done in a punitive manner.  
18
- 19   D.     Subsequent to the issuance of preliminary assignments, according to Sections A through C  
20           above, the District management shall post, in each school and the District Office, a list of all  
21           known vacancies for the ensuing school year.  
22
- 23   E.     Updated vacancy lists will be posted every ten (10) unit work days thereafter until the final  
24           work day of the regular school year, and monthly posting during summer vacation periods.  
25
- 26   F.     For the purposes of this provision, a vacancy is any unit position which remains unfilled after  
27           assignments, pursuant to Sections A through C above, or any unit position which was filled  
28           on an interim basis after the first ten (10) unit work days of the prior school year.  
29
- 30   G.     No posted vacancy shall be permanently filled until five (5) week days after notice of the  
31           vacancy has been posted. After August 15, no posting shall be required.  
32
- 33   H.     Consideration will be given to all applications for the vacancy which are properly submitted;  
34           however, the final selection is within the sole discretion of the District management. A  
35           unit employee who is denied a vacant position may request and will be granted a meeting  
36           with the administration to discuss the issue. Upon request, a written response will be  
37           granted.  
38
- 39   I.     Transfers of bargaining unit employees may be initiated by the District management at any  
40           time whenever such transfer is in the best interest of the District as it relates to legitimate  
41           educational needs of the District.

1 J. A unit employee affected by a transfer, as stated in Section I, shall be given notice as soon as  
2 administratively practicable; and when possible, a conference will be held between the  
3 appropriate management person and the unit employee in order to discuss the reason for the  
4 transfer. A unit employee may request reason(s) for denial in writing.

**ARTICLE XII: CERTIFICATED SALARIES**

**A. CERTIFICATED SALARY SCHEDULE 2010-11**

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|    | A<br>BA+30 | B<br>BA + 45 | C<br>BA + 60 | D<br>BA + 75 | E<br>BA + 90 |    |
|----|------------|--------------|--------------|--------------|--------------|----|
| 1  | 47,191     | 47,936       | 49,210       | 52,041       |              | 1  |
| 2  | 47,936     | 49,059       | 50,851       | 53,759       |              | 2  |
| 3  | 48,684     | 50,178       | 52,493       | 55,477       |              | 3  |
| 4  | 49,430     | 51,298       | 54,136       | 57,193       |              | 4  |
| 5  | 50,923     | 52,790       | 55,780       | 58,910       |              | 5  |
| 6  | 52,419     | 54,283       | 57,460       | 60,627       |              | 6  |
| 7  | 53,910     | 56,150       | 59,141       | 62,346       |              | 7  |
| 8  | 55,403     | 58,018       | 60,818       | 64,063       | 65,635       | 8  |
| 9  |            | 59,883       | 62,538       | 65,778       | 67,245       | 9  |
| 10 |            | 61,751       | 64,256       | 67,497       | 68,898       | 10 |
| 11 |            | 63,617       | 65,972       | 69,288       | 70,591       | 11 |
| 12 |            |              | 67,689       | 71,081       | 72,326       | 12 |
| 13 |            |              | 69,407       | 72,872       | 74,104       | 13 |
| 14 |            |              | 71,124       | 74,735       | 76,292       | 14 |
| 17 |            |              |              | 77,052       | 78,545       | 17 |
| 20 |            |              |              | 79,369       | 80,865       | 20 |
| 23 |            |              |              | 81,686       | 83,257       | 23 |
| 25 |            |              |              |              | 85,720       | 25 |

**B. General Salary Schedule Provisions**

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

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

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

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

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

It is the District’s option to designate training as either voluntary or required. It is the teacher’s discretion to participate or not participate in voluntary training.

1 Required Training: Required training outside the workday or work year will be  
2 compensated, at a minimum of \$30/hour or compensating time offered. The compensation  
3 rate will be set by the District. The unit member shall elect whether to receive compensation  
4 or compensating time off. Compensating days shall accrue and be used pursuant to the  
5 provisions of Article X, Section N.  
6

7 Voluntary Training: The District may choose to compensate, or not compensate for  
8 voluntary training activities. If the District elects to compensate unit members for voluntary  
9 training, it will be the District's discretion to set the compensation rate, or in the alternative  
10 to offer hour-for-hour compensating time off. Compensating days shall accrue and be used  
11 pursuant to the provisions of Article X, Section N.  
12

13 A unit member who receives an unsatisfactory rating in an area(s) within their evaluation  
14 will be placed on a Professional Improvement Plan (PIP) for the area or areas designated  
15 unsatisfactory. Unit employees on a Professional Improvement Plan may be required to  
16 attend training outside the instructional day or work year, subject to compensation at \$30.00  
17 per hour. Such training will not qualify for horizontal or vertical movement on the salary  
18 schedule. The training program will be developed and agreed upon by both the teacher and  
19 site administrator. If an agreement is not reached, the site administrator will make the final  
20 decision.  
21

22 A unit member who receives overall unsatisfactory evaluations in two consecutive years  
23 shall not be entitled to make any step or column movements on the salary schedule for the  
24 ensuing school year. In such instances, the employee may appeal the evaluation to the PAR  
25 Committee for review. The unit member may request an additional observation by an  
26 administrator mutually selected by the District and LETA. The administrator will report to  
27 the PAR Committee. The PAR Committee's decision on the appeal will be final. An  
28 employee who subsequently remediates his or her performance will not move more than one  
29 step on the salary schedule per year.  
30

31 Middle School supervision of athletic activities and school dances after teachers' workday  
32 will be compensated at a flat fee of \$55.00 per activity or event.  
33

### 34 C. Stipends 35

36 The District will provide an \$1,128 stipend for unit employees who qualify for State  
37 certification in the Spanish/English, Portuguese/English, or Punjabi/English language. After  
38 June of 1986, all unit members must have State certification to receive the bilingual stipend.  
39

40 The District will provide an \$1,128 stipend for unit members holding an earned Master's  
41 Degree.  
42

43 The District will provide an \$1,128 stipend for unit members holding an earned Language  
44 Development Specialist Certificate or CLAD for unit members hired prior to November 1,  
45 2007.  
46

1 The District will provide a \$572 annual stipend to unit members holding National Teacher  
2 Certification.

3  
4 D. Extra Duty Pay

5  
6 After School Activities: Teachers will receive \$1128 for sport coaching.  
7 Sports: Volleyball, Basketball, Baseball, Softball, Soccer, Track, and Cross Country.  
8 Yearbook: \$523  
9 Student Council: \$1165  
10 Academic Coaching: \$1128  
11 Sixth Grade Camps: \$509  
12 Dual Language Teachers: \$600

13  
14 E. Bonuses

15  
16 The District will pay a \$1,000.00 one-time bonus to unit employees earning a District-  
17 approved reading certificate.

18  
19 The District retains its right to award other stipends or bonuses to assist in the recruitment of  
20 highly qualified candidates.

21  
22

LIVINGSTON UNION SCHOOL DISTRICT  
 2011/2012, 2012/2013 CERTIFICATED SALARY SCHEDULE WITH 3 DAYS OF  
 INSERVICE ADDED

|    | <b>A</b>     | <b>B</b>       | <b>C</b>       | <b>D</b>       | <b>E</b>       |    |
|----|--------------|----------------|----------------|----------------|----------------|----|
|    | <b>BA+30</b> | <b>BA + 45</b> | <b>BA + 60</b> | <b>BA + 75</b> | <b>BA + 90</b> |    |
| 1  | 47,960       | 48,718         | 50,012         | 52,889         | 0              | 1  |
| 2  | 48,718       | 49,859         | 51,680         | 54,635         | 0              | 2  |
| 3  | 49,477       | 50,996         | 53,349         | 56,381         | 0              | 3  |
| 4  | 50,236       | 52,134         | 55,019         | 58,126         | 0              | 4  |
| 5  | 51,753       | 53,651         | 56,690         | 59,870         | 0              | 5  |
| 6  | 53,273       | 55,168         | 58,397         | 61,616         | 0              | 6  |
| 7  | 54,789       | 57,065         | 60,105         | 63,362         | 0              | 7  |
| 8  | 56,306       | 58,964         | 61,810         | 65,108         | 66,706         | 8  |
| 9  | 0            | 60,859         | 63,557         | 66,851         | 68,342         | 9  |
| 10 | 0            | 62,758         | 65,303         | 68,597         | 70,022         | 10 |
| 11 | 0            | 64,654         | 67,047         | 70,418         | 71,742         | 11 |
| 12 | 0            | 0              | 68,793         | 72,240         | 73,505         | 12 |
| 13 | 0            | 0              | 70,538         | 74,060         | 75,313         | 13 |
| 14 | 0            | 0              | 72,284         | 75,954         | 77,536         | 14 |
| 17 | 0            | 0              | 0              | 78,308         | 79,826         | 17 |
| 20 | 0            | 0              | 0              | 80,663         | 82,184         | 20 |
| 23 | 0            | 0              | 0              | 83,018         | 84,614         | 23 |
| 25 | 0            | 0              | 0              | 0              | 87,117         | 25 |

Salary schedule for the 2013-2014 school year shall be the 2010-2011 salary schedule, unless negotiated otherwise.

**ARTICLE XIII: PLACEMENT AND UNIT EVALUATION**

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A. Classroom teachers new to the District

1. Credit for experience

a. Certificated employees new to the District may receive credit up to five (5) years of full-time teaching experience in a public elementary, junior high or high school. All teaching experience must have been earned within ten (10) years prior to the date of application. It will be the District’s decision to determine placement on the salary schedule for new employees having credentials in subject areas for which there is a shortage of qualified candidates, such as in special education.

2. Placement on the salary schedule

a. Teachers new to the District will be placed on the salary schedule in the appropriate classification by September 30 of the school year in which they are hired, provided the school has received the appropriate transcripts from the college or university attended.

b. An employee hired after the beginning of the school year must file his/her credential within one (1) week after hire in the District Superintendent’s Office and the County School Office.

B. General provisions for salary placement for classroom teachers currently under contract.

1. Requirements for vertical growth

a. Each teacher may receive one (1) vertical salary increment per year in the classification for which the teacher qualifies, provided that the teacher has completed a professional growth requirement of three (3) semester units or the quarter hour equivalent of college or university credit every three (3) years.

b. The professional growth requirement will begin for each new teacher the first day of their employment as a regular certificated employee.

c. A teacher who has not met the professional growth requirement shall remain at his/her present position on the salary schedule.

d. A maximum of two (2) units of equivalent credits may be approved by the Professional Course Evaluation Committee to meet professional growth requirements. Equivalent credits are:

- 1 (1) Approved college or university classes not meeting the hourly  
2 requirements as outlined in policy B.2.f.(1).(d).dd.(i)-(ii).  
3
- 4 (2) Approved college or university classes which give college credit for  
5 traveling.  
6
- 7 (3) Other travel that will benefit the students.  
8
- 9 (4) Other professional activities or work as interpreted and approved by  
10 the Professional Course Evaluation Committee  
11
- 12 2. Horizontal growth classifications  
13
- 14 a. Each teacher is required to file an intention of horizontal move in  
15 classification by May 1 of the year preceding the move.  
16
- 17 b. One horizontal move per year will be permitted. Certificated employees are  
18 allowed to take twelve (12) semester units per school year. The school year  
19 begins on or about September 1 and ends on or about August 1. Certificated  
20 employees shall not take more than eight (8) semester units at one time,  
21 excluding summer school.  
22
- 23 (1) The school year relates to employees teaching during the regular  
24 school year, September to June or summer school. For any  
25 certificated employee not teaching in summer school, the school year  
26 ends on or about June 15.  
27
- 28 (2) If an employee can justify to the Superintendent that another class is  
29 required for the completion of a credential or a degree, the  
30 Superintendent may give approval.  
31
- 32 c. Proof of college or university units taken each year must be furnished to the  
33 Superintendent by September 15. Teachers are required to turn in all college  
34 or university classes taken for salary credit by September 30 for that school  
35 year.  
36
- 37 d. All college or university units taken for salary credit must be submitted to the  
38 Superintendent with an official transcript or grade card having the official  
39 seal or signature of the college or university registrar to be acceptable for  
40 salary credit.  
41
- 42 e. Equivalent credits used for professional growth requirements do not apply to  
43 horizontal movement.  
44
- 45 f. All college or university units taken must have the prior approval of the  
46 Professional Course Evaluation Committee and must meet all the conditions  
established by the Trustees for this Committee.

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- (1) Professional Course Evaluation Committee
  - (a) The Committee will consist of three (3) people; two classroom teachers elected by the faculty (one from grades K-4 and one from grades 5-8) and the Superintendent or his designee.
    - aa. The classroom teacher representatives are to be elected yearly. The representatives are to be elected by September 15.
    - bb. One alternate will be selected in grades K-4 and one from grades 5-8. The alternates will serve as follows:
      - (i) The grade K-4 alternate will serve in the absence of the K-4 representative on the Committee.
      - (ii) The grade 5-8 alternate will serve in the absence of the 5-8 representative on the Committee
  - (b) The Committee will approve in advance, prior to taking the course, all college or university classes which will be credited for horizontal movement on the salary schedule.
    - aa. In an emergency, the Committee may provide retroactive approval for the taking of a college or university class. The approval must be approved by two-thirds (2/3) of the Committee's members.
  - (c) Guidelines to be used by the Committee when approving college or university units are:
    - aa. All units credited for advancement on the salary schedule must be approved by the Professional Course Evaluation Committee by a two-thirds (2/3) majority vote.
    - bb. The Committee will meet biweekly if it is necessary to study and validate employee requests for approval of college or university units.
      - (i) Committee meeting dates will be established by the District Superintendent or his designee

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after consulting with other Committee members.

(ii) The meetings will use Roberts Rules of Order as a guideline for conducting meetings.

(iii) The District Superintendent or his designee will serve as chairman of the Committee.

(iv) A secretary will be appointed by the District Superintendent after consulting with the Committee members.

(d) The Professional Course Evaluation Committee will assure that college or university classes approved for credit will meet the following conditions:

aa. Must be directly related to improving the classroom teacher's abilities to improve classroom instruction for students in the Livingston District or subject to the approval of the Committee, an employee may have classes approved that will lend to the attainment of a Master's Degree, a counseling or a K-8 administrative credential, provided the employee, while taking such courses, is enrolled in an approved college or university Masters, administration or counseling program.

bb. Directly related to the teaching assignment of the classroom teacher. The classes under this section are not to be repetitive.

cc. District agrees to allow courses meeting current college requirements for hours to be approved for horizontal growth, provided they are acceptable for an advanced credential or degree.

dd. The college or university class must meet the following hourly requirements.

(i) A semester unit class must meet for fifteen (15) instructional periods of at least sixty (60) minutes each, exclusive of a final examination; quarter unit classes must meet an equivalent amount of time.

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(ii) Extension classes must meet for fifteen (15) instructional periods of at least fifty (50) minutes. If the class is held for longer than fifty (50) minutes class period per day, then the class must meet the hourly requirement as outlined in section (i) above.

(iii) Units Evaluation Committee shall have the authority to approve courses that do not meet the hourly requirement, provided the course is directly related to improving the classroom teachers' abilities to improve classroom instruction for students in the Livingston District.

(e) Regulations for college or university units within each fifteen (15) unit division of the salary schedule.

aa. In each fifteen (15) unit division, nine (9) units may be taken in any field that the certificated employee may desire. The remaining six (6) units in the fifteen (15) unit division shall be of graduate or upper division level, and related to the field of education; acceptable for a planned degree or credential; or recommended by the District.

bb. No more than four (4) lower division units will be allowed in any fifteen (15) unit group. All lower division units must have prior approval by the Unit Evaluation Committee.

cc. The District may require, as a prerequisite to horizontal movement on the salary schedule, the unit employee to take up to six (6) units of upper division or graduate credit in areas selected by the building principal. This paragraph is not to be applied retroactively.

1 **ARTICLE XIV: FRINGE BENEFITS**

- 2
- 3 A. Coverage for medical, dental and vision benefits for unit employees and their eligible  
4 dependents shall be offered through the Self Insured School of Kern California (“SISC”).  
5 Unit members will have a choice of Plan A-1, Plan A-2, Plan B-1, Plan B-2, Plan C-1, Plan  
6 C-2 (See attached Exhibit A ).  
7

8 Beginning in May of 2011, for the 2010-11 school year, the District’s maximum contribution  
9 for health and welfare benefits shall be increased by \$800 per year from \$11,030 to \$11,830  
10 per employee per year or \$1,183 per employee per month on a ten (10) month basis. As a  
11 result of this prospective increase in the District’s health benefit cap, for the months of May  
12 and June of the 2010-2011 school year, the District shall reduce each employee’s payroll  
13 deduction by \$158.64 per month. The District and the Association also agree to work  
14 collaboratively to make plan changes no later than October 1, 2011 to the District’s base plan  
15 (Plan C-2) to ensure that, for the 2011-12 school year, the cost of Plan C-2 or other plan  
16 selected by the parties is equal to or less than the cap of \$11,830 per employee per year.  
17

18 For the 2011-12 school year, the District’s maximum contribution to health and welfare  
19 benefits shall be increased by \$500 per year per employee so that the health benefit cap for  
20 the 2011-12 school year will be \$12,330 per employee per year or \$1,233 per employee per  
21 month on a ten (10) month basis.  
22

23 For the 2012-13 school year, the District’s maximum contribution shall be increased by \$500  
24 per employee per year so that the new cap is \$12,830 per employee per year or \$1,283 per  
25 employee per month on a ten (10) month basis.  
26

27 All costs in excess of the District’s maximum monthly contribution shall be paid by unit  
28 members through payroll deductions. Unit members will have a choice of Plan A-1, Plan A-  
29 2, Plan B-1, Plan B-2, Plan C-1, Plan C-2, or other plans agreed to by the parties. In lieu of  
30 paying the costs in excess of the District’s maximum contribution, the Association may make  
31 plan changes to ensure that the cost of Plan C-2 does not exceed the District’s maximum  
32 contribution.  
33

- 34 B. The District will allow unit members who retire at age 55 or older with twenty (20) years of  
35 service within the District to continue in the District’s Medical Program until age 65. The  
36 District will pay, on behalf of eligible retirees and their eligible dependents, the same amount  
37 that the District pays for active employees, as that amount changes from time-to-time.  
38 Coverage under this paragraph will terminate upon the unit member attaining age 65.  
39
- 40 C. The District will provide, as the District’s contribution, 8.25% of base salary and stipends to  
41 State Teachers Retirement System as required by law.  
42
- 43 D. The District will provide for District selected Workers Compensation Insurance.  
44
- 45 E. The District will provide Unemployment Insurance through the State Unemployment  
46 Insurance Fund.

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- F. The District may implement the Golden Handshake as delineated in the provisions of SB 858, for those bargaining unit employees who wish to take advantage of it. The provisions of this section are conditioned upon the following:
  - 1. In future years the District may implement the Golden Handshake with the window of opportunity occurring annually, provided the employee notifies the District on or before March 1, and retires prior to July 1 of that year or as mutually agreed upon by the parties.
  - 2. The District shall provide medical benefits and pay the premium for the employee and spouse for five (5) years or until the employee reaches age 65, which ever may occur earlier. These health benefits shall be subject to other conditions applicable to retirees and health benefit programs, e.g. 20 years service requirements, unless waived.
  
- G. Any employee who resigns from employment with the District shall have fringe benefit coverage only to the end of the month in which the resignation becomes final.

1 **ARTICLE XV: GRIEVANCE PROCEDURES**

2  
3  
4 A. Definitions

- 5  
6 1. A “grievance” is a good-faith allegation by a grievant that he/she has been adversely  
7 affected by a misinterpretation or violation of the specific provisions of the  
8 agreement. Action as to challenge or change the established policies of the District  
9 must be undertaken under separate legal processes. Other matters for which a  
10 specific method of review is provided by law, by the rules and regulations of the  
11 Board of Trustees, is not within the scope of this Procedure.  
12  
13 2. A “grievant” may be any unit employee(s) covered by the terms of this agreement.  
14  
15 3. A “day” is any day in which unit employees are required to be on duty.  
16  
17 4. The “Immediate Supervisor” is the manager or supervisor having immediate  
18 jurisdiction over the grievant who has been designated by the District to administer  
19 grievances.  
20

21 B. Informal Level

22  
23 Before filing a formal grievance, the grievant should attempt to resolve it by an informal  
24 conference with his immediate supervisors.  
25

26 C. Formal Level (Level I - Step One)

- 27  
28 1. Within ten (10) days after the occurrence of the act or omission giving rise to the  
29 grievance, the grievant must present his grievance in writing on the appropriate  
30 District form to his immediate supervisor. This shall be a clear, concise statement of  
31 the grievance, including the specific provision of agreement, claimed to have been  
32 violated, the circumstances constituting such alleged violation, the decision rendered  
33 at the informal conference, and the specific remedy sought. The immediate  
34 supervisor shall communicate his decision to the unit employee in writing within ten  
35 (10) days after receiving the formal grievance. If the immediate supervisor does not  
36 respond within the time limits, the grievant may appeal to the next level.  
37  
38 2. Within the above time limits, either party may request a personal conference.  
39

40 D. Level II

- 41  
42 1. If the grievant is not satisfied with the decision at Level I, he may, within ten (10)  
43 days, appeal the decision on the appropriate District form to the Superintendent or his  
44 designee. This statement shall include a copy of the original grievance and appeal,  
45 the decisions rendered and a clear, concise statement of the reasons for the appeal.  
46

1 2. The Superintendent or his designee shall communicate his decision to the grievant  
2 within fifteen (15) days. If the Superintendent or his designee does not respond  
3 within the time limits provided, the grievant may appeal to the next level.  
4

5 3. After the Process outlined in Level I and II of the Grievance Procedure, the grievant  
6 may submit in written letter form a request for the Livingston Union School District  
7 Board of Trustees to be the final arbitrator of his/her grievance. If this procedure is  
8 requested and the Board agrees to hear the grievant, the unit employee waives his/her  
9 right to binding arbitration as outlined in Level III. The Board decision to hear the  
10 grievance shall be acted upon at the next regular board meeting following the  
11 request.  
12

13 E. Level III  
14

15 1. If the grievant believes the decision at Level II to be incorrect, he/she may, within  
16 five (5) days, submit a request in writing to the Association with a copy to the  
17 Superintendent for arbitration of the dispute. The Association may notify the  
18 Superintendent of its intent to submit the dispute to arbitration within fifteen (15)  
19 days of the grievant's request. The Association and the District shall attempt to  
20 agree upon an arbitrator. If no agreement can be reached, they shall request the State  
21 Conciliation Service to supply a panel of five names of persons experienced in  
22 hearing grievances in public schools. Each party shall alternately strike a name until  
23 one name remains. The remaining panel member shall be the arbitrator. The order  
24 of striking shall be determined by lot.  
25

26 2. The fees and expenses of the arbitrator and the hearing shall be borne equally by the  
27 District and the grievant. All other expenses shall be borne by the party incurring  
28 them.  
29

30 3. The arbitrator shall, as soon as possible, hear evidence and render a decision of the  
31 issue or issues submitted to him. If the parties cannot agree upon a submission  
32 agreement, the arbitrator shall determine the issues by referring to the written  
33 grievance and the answers thereto at each step.  
34

35 4. The arbitrator will have no power to add to, subtract from or modify the terms of this  
36 agreement.  
37

38 5. Issues arising out of the exercise by the Board and administration of its responsibility  
39 referred to in Article XVIII, Management Rights, including the facts underlying its  
40 exercise of such discretion shall not be subject to this procedure.  
41

42 6. After a hearing and after both parties have had an opportunity to make written  
43 arguments, the arbitrator shall submit in writing to all parties his decision which will  
44 be final and binding upon the parties. The arbitrator shall have no power to award  
45 more than \$50,000 per grievance.



**ARTICLE XVII: EMPLOYEE PERSONNEL FILES**

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

**ARTICLE XVIII: DISCIPLINE SHORT OF DISMISSAL**

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

**ARTICLE XIX: MANAGEMENT RIGHTS**

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- A. It is understood and agreed that the District retains all of its power and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns, determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
  
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with law.

1       **ARTICLE XX: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

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

**ARTICLE XXI: SAVINGS**

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

**ARTICLE XXII: MENTOR TEACHER PROGRAM**

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