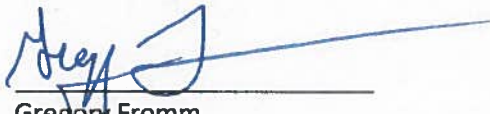


**November 19, 2019**  
**Tentative Agreement**  
**between**  
**Lynwood Unified School District**  
**And**  
**Lynwood Teachers Association**  
**Successor Contract**  
**Effective July 1, 2019 – June 30, 2022**

The Lynwood Unified School District (LUSD) and the Lynwood Teachers Association (LTA) have met and negotiated in good faith to reach this tentative agreement for the successor agreement, effective July 1, 2019 through June 30, 2022. The attachments contain the full and complete agreement between Lynwood Unified School District (LUSD) and the Lynwood Teachers Association (LTA) for all articles opened by either party in negotiations. For complete information and full details please refer to the language in each Article attached.

For the District:



Gregory Fromm  
Chief Spokesperson,  
Chief Business Officer, LUSD

For LTA:



Glenda Arellano  
Chief Spokesperson,  
Teacher, Lynwood Middle School

**LTA Salary and Health & Welfare Proposal**

**November 19, 2019**

**Salary Proposal:**

- Retroactive to July 1, 2019, all salary schedules shall be increased by 2.0% across the board.
- .5% off schedule to put towards medical insurance benefits effect January 1, 2020.
- The Honorarium Schedule shall be updated in accordance with the recommendations of the Honorarium Committee.

**Health & Welfare Proposal – Amend Article 9.2 as follows:**

Beginning January 1, 2020, the District's tenthly contribution for medical insurance for a full-time employee shall be set at a maximum of 1 Party-\$731.00, 2-Party-\$1,256.00, and 3+Party-\$1,571. In the event a unit member is not full-time, the allocation will be prorated.

11/19/19



11/19/19



## Honorarium Committee Recommendations

**Members:** Flavio Gallarzo, Charlene Le, ~~Carlos Zaragoza~~, Jasmin Brown, Lorraine Abbass, Susan Riehle, Thomas Foltz, Myrna Vergara

**Meeting Dates:** Tuesday, September 3, 2019 @ 3:30pm-5:00pm, Tuesday, October 1, 2019 @3:30-4:30pm, Tuesday, October 15, 2019 @ 3:30-4:30pm, Tuesday, October 28, 2019@ 3:30-4:30pm, Thursday, November 14, 2019 @ 3:30-5:30pm

### Recommendations

- 1) Move from step 1 column 3 to step 1 Column 6
- 2) All honorarium positions for the exception of Department Chairs and Grade Level Chairs will be posted on ED join, include job description/ requirements, and have yearly evaluations.
- 3) Department Chairs and Grade Level Chairs will be voted by the team/ department and approved by the administration. Position will include job description/ requirements, and have yearly evaluations.
- 4) Any person who receives an unsatisfactory evaluation on the honorarium evaluation will not be able to apply for the same honorarium for the following school year.
- 5) Academic Decathlon Advisor-add 1 additional honorarium per school for a total of 2 teachers, Mock Trial Advisor-add 1 additional honorarium per school for a total of 2 teachers, Mesa Advisor-add 1 additional honorarium per school for a total of 2 teachers, Pentathlon Advisor- add 1 additional honorarium per school for a total of 2 teachers.
- 6) Webmaster (New Position) 6% 1 teacher for each school (Teacher will keep the school website updated, promote/ school socials (twitter and instagram)).
- 7) (Clarify/ Specify/ Add?) Performing Arts--Cheer/ Dance/ Drama/ Music 2 concerts-spring/ winter elementary- 5%
- 8) (New Position) Track and Field elementary- 4%
- 9) (New Position) Elementary Yearbook-2%
- 10) Elementary Department Chair raise from 3% to 4%
- 11) Math-a-thon raise from 2% to 4%
- 12)(New Position) Lacrosse Head Coach 4% Assistant 3%
- 13) (Clarify/ Specify/ Add?) Secondary ASB (Activities Director) 10%; Elementary 4%

11/19/19  
11/19/19

**ARTICLE III**  
**ASSOCIATION RIGHTS**

11/19/19  
11/19/19  
[Handwritten signatures]

- 3.1 The Association shall be entitled to the use of designated bulletin boards, unit members' mailboxes, and other means of communication in order to communicate with its unit members regarding Association business.
- 3.2 The Association shall be provided a designated bulletin board at each school site in the staff lounge or work room. Communications to unit members shall be posted only on bulletin boards designated as Association bulletin boards.
- 3.3 A copy of any communication to be sent through school mail or placed in unit members' mailboxes, shall, as a matter of courtesy, be provided to the Superintendent and the building principal having supervision over the particular school, at the same time as general distribution is made in the mailboxes or school mail.
- 3.4 Subject to availability and during non-instructional time, Association members shall have the right to use school facilities and equipment, including computers, duplicating equipment, calculating machines, and all types of audiovisual equipment for Association business.
- 3.5 Upon notification and approval of the site administrator, school facilities may be used by the Association for Association meetings and business. In the event the Association requests the use of school facilities on a weekend, the District shall notify the Association of any direct costs related to weekend use of facilities prior to confirmation of scheduling. Should the Association decide to use the facilities on a weekend, the Association shall reimburse the District for the direct costs for the use of the facilities.
- 3.6 Association representatives may make brief announcements of Association business after faculty meetings.
- 3.7 Association Release Time
  - 3.7.1 The Association shall be allowed twenty-five (25) days per year for Association business. The Association President shall notify the Superintendent or his/her designee in writing when one of these days is being utilized. The Association shall reimburse the District for the cost of substitutes utilized to replace unit members absent on Association business. No individual unit member shall be away from his/her regular assignment for Association business for more than ten (10) accumulated days in any school year.
  - 3.7.2 The Association shall receive a reasonable amount of release time, as provided by law, for the purpose of negotiating and processing grievances.



3.7.3 LTA President:

- a. During his/her term, the LTA President shall be fully released from his/her position to fulfill the duties, responsibilities, and obligations of the LTA President. The parties agree to divide the total salary amount for release of the LTA President, plus summer work equivalent to 25 hours at the appropriate hourly rate of pay as follows:

District: 50%  
LTA: 50%.

The District shall be responsible for covering the cost of the employer portion of all contractual and statutory benefits.

- b. At LTA's request and as an alternative to full release, the parties shall provide a partial release assignment to the LTA President. Partial release shall be defined as a combination of a bargaining unit assignment and release to fulfill the duties, responsibilities, and obligations of the LTA President. Partial release may include a shared teaching assignment, out of the classroom assignment, or alternative assignment as mutually agreed to by the parties. For a partial release assignment, the parties agree to divide the total salary amount for partial release of the LTA President, plus summer work equivalent to 25 hours at the appropriate hourly rate of pay as follows:

District: 50%  
LTA: 50%.

The District shall be responsible for covering the cost of the employer portion of all contractual and statutory benefits.

- c. While released as LTA President, the LTA President's school site assignment shall remain unchanged. Upon completion of his/her term, the LTA President shall return to the site at which he/she worked prior to the beginning of their term of office. In the event his/her return initiates a need for transfer under Article XII of this agreement, prior to initiating the voluntary/involuntary transfer process at the site, the LTA President shall be given the option to voluntarily transfer to a vacant position at another school site.
- d. During the term of this Agreement, the LTA President shall continue to receive all Districtwide and school site written and electronic announcements and communications. Written communications shall be distributed to the LTA Office. Electronic communications shall be sent to the LTA President's LUSD email address.

Unless the LTA President receives part time release in accordance with 3.7.4 below, the LTA President shall receive up to an additional fifteen (15) days per year for Association business and to attend pertinent meetings of value to the

11/19/19  
11/19/19

ARTICLE III [LTA COUNTER PROPOSAL 11/19/19]

Association and the District. The Association President shall notify the Superintendent, or his/her designee, in writing when one of these days is being utilized. The Association shall reimburse the District for the cost of substitutes utilized to replace the President when absent on Association business.

3.7.4 Subject to LTA internal approval, LTA may provide the LTA President up to seventy five percent (75%) part time release. LTA shall assume the full and total financial responsibility including employee salary, employee deductions and District payroll costs for such release. It is understood that the LTA President will remain a full-time employee of Lynwood USD and will retain all contractual benefits.

3.8 Payroll Deduction

- 3.8.1 The right of payroll deduction for the payment of organizational dues shall be accorded by the Board exclusively to the Association and shall not be accorded any other organization whose members are part of the bargaining unit represented by the Association. Association members who currently have authorization cards on file for the above purposes need not be re-solicited. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from the members. A unit member's written dues deduction authorization shall be revocable only upon receipt of written notice to the District from the Association, and such revocation shall be effective commencing with the next pay period after receipt thereof.
- 3.8.2 Pursuant to authorization by the unit member, the Board shall deduct the Association dues and fees from the regular salary check of the unit member each month. The dues shall be deducted equally 1/10, 1/11, or 1/12 per pay period in accordance with the member's pay schedule. Deductions for unit members who sign such authorization after the commencement of school shall be 1/10, 1/11, or 1/12, of the Association dues and fees from each regular salary check for the remainder of the school year. Any member dropping out of the Association shall continue to have the Association dues and fees deducted from each salary check for the remainder of the school year as permitted by law.
- 3.8.3 With respect to all sums deducted by the Board pursuant to authorization of the unit member for membership dues, the Board agrees promptly to remit such monies to the California Teachers Association along with an alphabetical list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.
- 3.9 Upon appropriate written authorization from the unit member, the Board shall deduct from the salary of any unit member and make appropriate remittance for Association-sponsored programs, annuities, credit union, charitable donation, or any other plans or programs, jointly approved by the Association and Board.

11/19/19  
11/19/19



ARTICLE III [LTA COUNTER PROPOSAL 11/19/19]


3.10 The District will provide the following information to the Association:

- a. Two (2) A copies of the tentative and the approved District budget and any summaries of the budget.
- b. A scattergram of all unit members showing the placement of members by step and group on the salary schedule, total salaries by step and group, and total salaries for the District by November 30 of each school year.
- c. A list Two (2) copies of the names, work locations/assignments, home addresses, work email addresses, personal email addresses, home telephone numbers, and cellular telephone numbers on file of all unit members District issued email addresses (if available), and school assignment will be provided by November 30 of each year. Unit members' home addresses, personal email addresses, and personal telephone numbers will not be made public.
- d. A list of the names, work location/assignments, home address, work email address, personal email address, home telephone numbers, and cellular telephone numbers on file of any newly hired unit member within thirty (30) days of hire.
- de. Policy changes immediately following the Board meeting in which action is taken.
- ef. Two (2) A copies of the current seniority list by November 30 of each school year.

3.11 The Association shall provide the District a list of LTA Executive Board Members and Faculty Representatives by October 30<sup>th</sup> of each year.

3.12 New Teacher Orientation

The Association shall be provided at least one-hour during new teacher orientation day to meet with new bargaining unit members regarding association business. Such meeting time shall be mutually arranged and scheduled between the Superintendent and the Association President at least ten (10) days prior to the date of the new teacher orientation.

  
11/19/19  
11/19/19  
JH

**ARTICLE IV**  
**RIGHTS AND DUTIES OF UNIT MEMBERS**

*MF 11/19/19 11/19/19*

4.1 Unit Member Protection

- 4.1.1 It is the responsibility of the principal and staff members at each school site to maintain discipline and a climate for good instruction in the schools. It is the unit member's responsibility to deal justly and considerately with each student. The Superintendent and his administrative staff will support principals and teachers in all reasonable disciplinary measures in accordance with the policies of the school district.
- 4.1.2 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Such notification shall be immediately forwarded to the Superintendent who shall report the incident to the appropriate law enforcement agency, and who shall comply with any request for information in the possession of the Superintendent relating to the incident or persons involved, and shall act in appropriate ways as liaison between the unit member, the police and the courts.
- 4.1.3 A teacher may suspend any pupil from his/her class, for any of the acts enumerated in Education Code Section 48900 and Board Policy, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or principal's designee for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent/teacher conference regarding the suspension. (See Appendix I for Education Code Section 48910 - "Suspension by Teacher")
- 4.1.4 A unit member may, within the scope of his/her employment, use and apply reasonable force such as a reasonable parent might use if necessary: To quell a disturbance threatening physical injury to himself/herself or others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense and for the protection of persons and property.
- 4.1.5 In cases where a unit members has had to use force to protect himself/herself from a physical attack by a student, or other person, in pursuit of his/her employment, or to prevent injury to another student, the Board will provide access to the Deputy County Counsel assigned to the District to advise the unit member of his/her rights and obligations with respect to any such assault and shall promptly render all reasonable assistance to the unit member in connection with law enforcement and judicial authorities.



4.2 Personal Property

4.2.1 Damaged Personal Property

The District may provide for payment of the costs of replacing or repairing personal property of a unit member, such as eyeglasses, hearing aids, dentures, watches, articles of clothing (except hosiery worn or carried by the unit member) when any such property is damaged in the line of duty without fault of the unit member. Vehicles are excluded. If the property is damaged beyond repair, the actual value of such property may be paid upon receipt by the District of the damaged personal article.

4.2.2 Stolen Personal Property

Reimbursement of any unit member(s) for the loss, destruction or damage by arson, burglary or vandalism of personal property used in the schools of the District may be made. Reimbursement shall be made only when approval for the use of the personal property in the schools was given before the property was brought to school and when the value of the property was agreed upon by the unit member bringing the property and the school administrator or person appointed by him/her for this purpose at the time of the approval for its use was given.

4.3 Upbraiding, Insulting, Abusing Teachers

4.3.1 It is the principal's responsibility to maintain good discipline in his/her school in accordance with the Education Code, California Administrative Code, and District-wide regulations and procedures promulgated by the Superintendent for the measurement of citizenship and the development of good discipline. He/she may delegate to the vice-principal or to any unit member duties that are necessary for the maintenance of good student conduct. Pupils are to be under the direct supervision of a member of the staff at all times while in school or while attending a school-directed activity.

4.3.2 Parents are expected to cooperate with the school authorities in maintaining and encouraging proper standards of behavior for their children. As provided in the Education Code, parents shall be held responsible financially and otherwise, for willful misconduct of their children. (Ed. Code 48904).

4.3.3 Any parent, guardian, or other person whose conduct in a place where a school employee is required to be in the course of his/her duties, materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor: (Ed. Code 44811). This applies to situations on school premises, or any other place the unit member is required to be in connection with assigned school activities. The school is empowered to call for police assistance in the event

11/19/19  
11/19/19

## ARTICLE IV [LTA PROPOSAL 11/1919]

it is necessary. The District staff shall assist and support the unit member in the proper exercise of their responsibilities, including a review of all incidents of serious misconduct of students which may involve suspension, expulsions, exemptions or coordination with law enforcement agencies. The District staff shall also provide assistance to schools in overcoming problems, thus reducing the need for disciplinary action.

### 4.4 Academic Freedom and Teaching of Controversial Issues

The Lynwood Unified School District believes that education has an inescapable duty to provide opportunities for the development of clear thinking, balanced judgment, intelligent choices, informed opinion, and a comprehension of the intricacies of propaganda.

It further believes that academic freedom requires the maintenance of a climate of intellectual freedom which encourages the flow of ideas and the ablest instruction with the recognition that freedom to teach and freedom to learn imply both rights and responsibilities within the framework of the law and policies of the Board of Education.

### 4.5 Political Rights

No unit member of the District shall engage in personal political activities during his or her regular hours.

However, during their off-duty hours, the Board respects and upholds the rights of unit members to participate in political activities, including the holding of public office, if the activities are not specifically prohibited by law.

### 4.6 Unit Member's Personnel File

4.6.1 Unit members have a right to examine their personnel files, and obtain copies of the materials in their files within the provisions of the law at the District Office.

4.6.2 Upon written request duly signed by a unit member, he/she shall have the right to authorize a representative to examine his/her personnel file and obtain copies of items within the file.

4.6.3 The unit member shall be made aware of any critical statement or letter five (5) days prior to its placement in his/her file and be provided an opportunity to reply to any statement or letter placed in his/her file, with his/her reply being attached to the original.

4.6.4 The person who causes material to be placed in the files shall sign and date the material.

MF  
11/19/19  
11/19/19  
MF

ARTICLE IV [LTA PROPOSAL 11/1919]

4.6.5 Information of a derogatory nature pertaining to a unit member's competency or his/her unfitness for service or his/her physical or mental condition unfitting him/her to instruct or associate with children, shall not be used in any disciplinary or dismissal action against him/her unless and until that material has been entered into his/her file in accordance with Education Code Section 44031.

4.7 Progressive Discipline Procedures

4.7.1 The parties agree that the purpose of progressive discipline is to offer the bargaining unit member an opportunity to receive support and improve behavior which might otherwise constitute grounds for more substantial discipline. Prior to the issuing of any of the progressive discipline measure outlined herein, the unit member alleged of misconduct shall be provided an opportunity to meet with the administrator investigating the alleged misconduct. Every effort shall be made to hold the meeting as soon as possible after the alleged misconduct, incident or complaint against the unit member is reported.


4.7.2 No bargaining unit member will be disciplined, reduced in rank or compensation, nor otherwise subjected to adverse action as a result of alleged misconduct without "just cause." The concept of "progressive discipline," and the prohibition of disparate treatment by an administrator, are to be generally applicable, but with the understanding that circumstances may justify an exception, and/or make progressive discipline unnecessary, and that reasonable diversity in disciplinary decisions may be justifiable or necessary based on individualized factors and circumstances as determined in the judgment of the responsible administrator. Discipline of a member shall be based on grounds set forth in Education Code section 44932.

Non-re-election of probationary or temporary personnel shall be exempted from the article, but the District may voluntarily elect to use some progressive discipline steps as outlined in the article.

4.7.3 Progressive discipline consists of the following steps: 1) informal discussion (which may be documented in writing); 2) written warning; 3) written reprimand; 4) suspension without pay; and 5) termination. Arbitration per section 4.7.4.d for discipline actions shall only be available in the event of suspension pursuant to 4.7.4. Discipline under this section shall not be subject to the Grievance Procedure.

4.7.4 Procedures for Suspension

- a. The District has the right to suspend a member of the bargaining unit for up to (10) days without pay for serious misconduct subject to the provisions of this article.
- b. Prior to the District's notice, the parties may meet to discuss positive alternatives to suspension and will attempt to reach mutual agreement which shall be reduced to writing. This meeting is encouraged but does not preclude the District from proceeding directly to written notice of suspension.

  
11/19/19  
11/19/19



ARTICLE IV [LTA PROPOSAL 11/1919]

c. A member of the bargaining unit shall be given written notice of the suspension by the Superintendent or his/her designee. The notice shall specify the length of the suspension and the reason for the suspension. The notice shall also contain a statement of the member's right to a conference with the Superintendent or his/her designee concerning the suspension and the member's right to respond either orally or in writing within ten (10) days of the notice. The member's request for a conference shall be in writing (not email) and shall be received by the Superintendent or his/her designee within the time specified in the notice of suspension. In the event a conference is held to discuss the suspension, the member may be represented by an individual of his or her choice.

d. Arbitration:


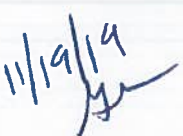
Option 1: Non-Binding Arbitration

Only suspension without pay may be appealed to non-binding arbitration. Such matters shall be filed directly to Non-Binding Arbitration. Within ten (10) days of receiving the notice of suspension without pay, the unit member or his/her representative shall notify the Superintendent of his/her appeal of the suspension without pay to non-binding arbitration within ten (10) days of receipt of the appeal for arbitration, the parties shall request the immediate services of an arbitrator. The arbitrator selected shall be jointly agreed to by the Association and the District. If an agreement cannot be reached, they shall request a list from the California State Mediation and Conciliation Service of five (5) arbitrators. Each party shall alternately strike a name until one name remains. The remaining person shall be the arbitrator. The fees and expenses of the arbitrator shall be borne by the Association and the District.

Option 2: Binding Arbitration

A suspension without pay may be appealed to binding arbitration. ~~Such matters appealed to binding arbitration must be received w~~Within ten (10) days of receiving the notice of suspension without pay, the unit member or his/her representative shall notify the Superintendent of his/her appeal of the suspension ~~without pay~~ to binding arbitration. ~~Within ten (10) days of receipt of the appeal for arbitration, The parties~~District shall request ~~the immediate services of an arbitrator from the~~ California State ~~Mediation and~~ Conciliation Service ~~to~~ supply a list of five (5) arbitrators. The Lynwood Teachers Association shall strike one name from the list. The District will select the arbitrator from the remaining four (4) to hear the appeal. The fees and expenses of the arbitrator ~~and hearing~~ shall be borne ~~equally~~ by the Association and the District. ~~All other expenses shall be borne by the parties incurring them.~~

If submitted to arbitration (Option 1 or Option 2), the proposed suspension without pay and effective date shall be held in abeyance until such time an arbitrator's decision is rendered.

  
11/19/19 11/19/19  


ARTICLE IV [LTA PROPOSAL 11/1919]

Option 1: The arbitrator's advisory decision will be submitted to the Board of Education for final approval. The Board may accept, reject or modify the arbitrator's advisory disposition.

Option 2: The arbitrator's decision will be submitted to the Board of Education for adoption.

- e. Nothing herein shall interfere with the right of the District to temporarily remove the member from the work location to which he/she is assigned, to reassign the member, and/or temporarily relieve the member of duties and place the member on paid leave pending the determination of the suspension.
- f. The suspension provisions of this article apply only to the procedures to be followed in the event a member of the bargaining unit is suspended for ten (10) days or less under the provisions of this article and do not apply to, limit, or preclude other disciplinary measures.

4.8 Paid Administrative Leave for Purposes of Investigation into Potential Discipline

- a. The Superintendent or Designee may place an employee on paid administrative leave during an investigation. Written notice will be provided to the employee being placed on leave.
- b. While on paid administrative leave, employees will be relieved of their regular assignment as well as any extra duty hours or assignments and are to refrain from being on District property unless directed to attend a meeting by Human Resources or receive an alternative bargaining unit job assignment. While on paid administrative leave, employees will continue to receive their regular full pay and benefits.

4.9 All information or proceedings regarding any progressive discipline measurers shall be kept confidential by the parties to the extent such is permitted by law.

4.10 Nothing herein shall preclude or affect the District's right to dismiss a unit member pursuant to the Education Code.

4.11 Hearsay evidence shall not be utilized by the District in any charges against unit members unless in support of direct evidence or otherwise admissible under legally recognized exceptions to the hearsay rule. For the purposes of this Agreement, hearsay shall be defined in accordance with the statutory and case law of the State and subject to a determination of relevance by the arbitrator.

~~11/19/19~~  
11/19/19



11/13/19  
Jo

11/13/19  


**ARTICLE V**  
**SUMMER SCHOOL/ & INTERSESSION ASSIGNMENTS**

- 5.1 The announcement of summer work shall be published on EdJoin, the District website, and bulletin boards at each school site. The announcement for applications for these assignments shall be announced no later than **six (6) eight (8)** weeks prior to the beginning of the assignment. Applications must be submitted online and on time for consideration.
- 5.2 **The District will notify unit members of *summer school* assignments, when possible, no later than one (1) week before the beginning of summer school. Notification of assignment shall be published via district email to all bargaining unit members. Bargaining unit members eligible for summer school but not initially selected shall be placed on an assignment waitlist, including eligibility for shared or substitute assignments. In the event additional assignments are added closer to the start of summer school, bargaining unit members shall be selected from the waitlist based on the criteria in 5.5 below.**
- 5.23 If a unit member develops a special program to be offered in summer school, and that program is offered and maintains sufficient enrollment, that unit member shall have priority over all others to teach that course.
- 5.34 The Superintendent or designee may select the teacher for any special program or special assignment approved by the Superintendent.
- 5.45 The District shall use the following criteria to select teachers for summer school assignments.
- 5.45.1 All summer school assignments will be open to all unit members possessing the appropriate credential who have not received a prior evaluation indicating improvement is needed or have been assigned to the Peer Assistance Review Program (PAR).
- 5.45.2 Unit members having teaching experience at the appropriate level and the appropriate credential ~~(elementary, secondary)~~ within the past **two (2)** academic years will have school assignment priority.
- Unit members having teaching experience at the appropriate level and the appropriate credential ~~(elementary, secondary)~~ within the past **two (2)** academic years at the site offering summer school will have summer school assignment priority at that site.
- 5.045.3 Unit members having teaching experience in specific subject areas with the appropriate credential (English, Mathematics, **Science**, Social Science, etc.) at the secondary level within the past academic years have summer school assignment priority.



ARTICLE V [LUSD COUNTER PROPOSAL 11/13/19]

5.4.5.4 Summer school programs not regularly taught during the school year that require special qualifications shall be filled with persons having those qualifications.

5.4.5.5 When qualifications are equal, unit members who did not teach summer school during the previous year will have summer school assignment priority.

5.4.5.6 A unit member may be assigned for more than one summer school assignment each year if qualified applicants are not available.

5.4.5.7 When unit members with permanency (tenure) or probationary are not available and all the criteria in 5.4 are equal, those unit members on a temporary contract with the longest service in the District shall have priority, when service is equal the priority will be determined by drawing.

5.4.5.8 Unit members shall have summer school assignment priority.

5.5.9 In the event a summer school assignment is cancelled after the start of summer session, unit members shall be compensated for their work performed and placed on the assignment waitlist, including for shared or sub assignments. The cancelled summer school assignment shall not count as having worked under 5.4.5.

5.5 The District will notify unit members of *summer school* assignments, when possible, no later than one (1) week before the beginning of summer school.

5.6 ECE Summer & Winter/Spring Intersession Assignments:

5.6.1 ECE Summer ~~/ Winter~~ Assignments: For the purposes of assigning summer ~~/ winter pre-school~~ assignments, priority ~~for summer / Winter~~ shall be filled ~~first by the~~ Early Childhood Education Teacher bargaining unit members ~~employed at the school site where Summer / Winter preschool will be offered~~ in the following order:

- a. Preference for ~~S~~summer ~~/ Winter pre-school~~ assignments shall be given to unit members who received an evaluation of satisfactory or better on his/her most recent evaluation.
- b. When qualifications above are equal, unit members who did not teach during the previous summer ~~/ winter~~ will have summer ~~/ winter~~ priority.
- c. When qualifications above are equal, preference shall be given to the unit member ~~who was assigned to the class offered during the immediate preceding year~~ with the greatest seniority in the District.

5.6.2 ECE Winter/Spring Intersession Assignments: For the purposes of assigning winter/spring intersession assignments, priority shall be filled first by Early

ARTICLE V [LUSD COUNTER PROPOSAL 11/13/19]

Childhood Education Teacher bargaining unit members employed at the school site where winter/spring intersession will be offered in the following order:

- a. Preference for winter/spring intersession assignments shall be given to unit members who received an evaluation of satisfactory or better on his/her most recent evaluation.
- b. When qualifications above are equal, unit members who did not teach during the previous winter/spring intersessions will have priority of assignment.
- c. When qualifications above are equal, preference shall be given to the unit member with the greatest seniority in the District.
- d. In the event a winter/spring intersession assignment is not filled by an Early Childhood Education Teacher bargaining unit member from the site where winter/spring intersession is being offered, such assignment shall be offered to and filled by other interested Early Childhood Education Teacher bargaining unit members provided he/she received an evaluation of satisfactory or better on his/her most recent evaluation and did not teach during the previous winter/spring intersession. When qualifications above are equal, unit members with the greatest seniority in the district will be given winter/spring assignments.

5.6.1 In the event a summer/winter pre-school assignment is not filled by an Early Childhood Education Teacher bargaining unit member from the site where summer/winter pre-school is being offered as provided in section 5.6, such assignment shall be offered to and filled by other Early Childhood Education Teacher bargaining unit members subject to the provisions below;

- a. Preference for summer/winter pre-school assignments shall be given to unit members who received an evaluation of satisfactory or better on his/her most recent written evaluation.
- b. When qualifications above are equal, unit members with the greatest seniority in the district will be given summer/winter work assignments.
- c. When qualifications above are equal, unit members who did not teach during the previous summer will have summer/winter pre-school assignment priority.

5.6.32 The daily rate of pay for summer and winter/spring pre-school intersession assignments shall be equivalent to the bargaining unit member's daily rate of pay during the academic year. This is calculated by taking the bargaining unit member's annual salary and dividing by 182.5 work days.



*M. J. 11/18/19*

**ARTICLE VII  
GRIEVANCE PROCEDURE**

*He 11/18/19  
H. 11/18/19*

**7.1 Definitions**

7.1.1 A "grievance" is a formal written allegation by a unit member who has been adversely affected by an alleged violation of the specific provisions of this Agreement. A grievance shall not include and the grievance procedure shall not apply to any of the following:

- a. Any proceeding for the dismissal of a permanent or probationary unit member.
- b. Any proceeding for the layoff of a permanent or probationary unit member.
- c. The evaluation of unit members, except for the violation or unreasonable application of procedural matters.

The Association shall have the right to file a grievance when a unit member or the Association has been adversely affected by an alleged violation of a specific provision of this Agreement.

7.1.2 A "day" is any day during which the grievant is required to be in attendance.

7.1.3 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances and/or evaluate unit members.

**7.2 Purpose**

7.2.1 The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise, affecting the welfare or working conditions of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

7.2.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

7.2.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year/grievant's current session, and, if left unresolved until the beginning of the following school year/grievant's next session, could result in harm to an aggrieved person, the time limits set forth herein may be reduced so the procedure may be exhausted prior to the end of the school year/grievant's current session, or as soon as practicable.

**7.3 Procedure**

7.3.1 Level One - Immediate Supervisor



11/18/19

11/18/19

Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days of the time the aggrieved knew, or with the exercise of reasonable diligence should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the approved form, attached as Appendix G to the immediate supervisor. This statement shall be a clear, concise statement of the grievance, including the article alleged to be violated, the circumstances involved, and the remedy sought. The supervisor shall attempt to meet and resolve the grievance and will render a decision in writing to the grievant within ten (10) days from the date the grievance is presented. The supervisor's failure to render a decision with the time limits will automatically move the grievance to the Superintendent at Level Two.

7.3.2 Level Two - Superintendent

If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may file the grievance in writing at Level Two within ten (10) days after receiving the written decision at Level One, or within twenty (20) days after presentation of the grievance at Level One if no written decision has been rendered. The grievant must present such grievance in writing on the approved form, attached as Appendix G. Within ten (10) days of receiving the grievance, the Superintendent or his/her designee shall attempt to meet with the grievant in an effort to resolve the grievance and shall render a decision in writing to the grievant and to the Association within ten (10) days from the date the grievance is heard at this level. The failure to render a written decision at this level within the ten (10) days from the grievance meeting will automatically move the grievance to Level Three - Mediation

7.3.3 Level Three - Mediation

If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may request that the Association submit the grievance to mediation. The Association may appeal the grievance for mediation within ten (10) days after receiving the written decision at Level Two, or within twenty (20) days after presentation of the grievance at Level Two if no written decision has been rendered. The Association shall have the exclusive right to determine which grievances proceed to mediation.

Within ten (10) days of receipt of the appeal for mediation, the parties shall request ~~the immediate services of a mediator. The mediator selected shall be jointly agreed to by the Association and the District. If no agreement can be reached, they shall request the California State Mediation and Conciliation Service supply a list of five (5) names of persons experienced in mediations appoint a mediator to assist the parties in mediating the grievance. Each party shall alternately strike a name until one name remains. The remaining person shall be the mediator. The parties may utilize the California State Mediation and Conciliation Service~~

~~for mediation or another mediator of their choosing.~~ The fees and expenses of the mediator shall be borne equally by the Association and the District.

The mediator, within ten (10) days of the request for mediation, or as soon thereafter as possible, shall meet with the grievant, the Association, and the District for the purpose of resolving the grievance.

If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association, and the District. The agreement shall be non-precedent setting and shall constitute a settlement of the grievance.

In the event that the grievant, the Association, and the District have not resolved the grievance with the assistance of a mediator, the Association may proceed to arbitration.

7.3.4 Level Four — Binding Arbitration

If the grievance is not resolved at mediation, within ten (10) days of the conclusion of mediation, the grievant may request that the Association submit the grievance to **binding** arbitration. The Association shall have the exclusive right to determine which grievances proceed to arbitration.

The Association shall notify the Superintendent in writing within ten (10) days after the receipt of the request from the grievant if the grievance is to be submitted for arbitration. ~~The Association and the District shall attempt to agree on an arbitrator. If no agreement can be reached, they~~ Within ten (10) days of receipt of the appeal to arbitration, the parties shall request the California State Mediation and Conciliation Service supply a list of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until one name remains. The remaining person shall be the arbitrator. All grievances reaching the arbitration level shall be numbered. The odd numbered grievances will give the Board the first elimination. The even-numbered grievances will give the Association the first elimination.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. Where the threshold issue of arbitrability is raised by a party, the arbitrator shall initially rule upon the



ARTICLE VII [LTA PROPOSAL 5/2/19]

matter, and thereafter the parties shall be bound thereby.

The arbitrator will have no power to add to, subtract from or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District.

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings ~~and recommendations~~ which shall be ~~advisory~~binding upon the parties.

11/18/19  
11/19/19  
7.4 Right of Unit Members to Representation

7.4.1 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any grievant, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

7.4.2 A unit member may be represented at level 1 and level 2 of the grievance of the procedure by himself/herself, or at his/her option, by a representative selected by the Association. If a unit member is not represented by the Association, the Association shall have the right, if it chooses, to be present and to state its views at any stage of the grievance procedure.

7.5 Miscellaneous

7.5.1 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance shall commence at Level Two. The Association may process such a grievance through all levels of the grievance procedure even if the individual aggrieved person does not wish to do so.

7.5.2 Decisions rendered at Levels One and Two of the grievance procedure will be in writing setting forth the decision and reasons therefore and will be transmitted promptly to all parties in interest and to the President of the Association. The time limit for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.

7.5.3 When it is necessary for a representative designated by the Association to attend a grievance meeting during the day, he/she will upon notice to his/her principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in the meeting. Any unit member who is requested to appear in such investigations, meeting, or hearing as a witness will be accorded the same right.

7.5.4 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.



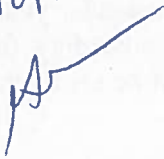
ARTICLE VII [LTA PROPOSAL 5/2/19]

- 7.5.5 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.
- 7.5.6 If the grievant, the Association, and the Superintendent, or Superintendent's designee agree in writing, a grievance may be brought directly to arbitration.

11/18/19



11/18/19



11/19/19

11/19/19

**ARTICLE X**  
**HOURS OF EMPLOYMENT & WORKING CONDITIONS**

10.1 Unless specified otherwise, the length of the workday for all full-time unit members shall be seven (7) hours for unit members assigned to a traditional (185-days) year inclusive of a thirty (30) minute, duty-free lunch period. The lunch period shall not include passing or line-up time. The schedule for the workday shall be set by the principal/immediate supervisor.

10.1.1 The workday for counselors who work in schools that are on a traditional (185-days) school calendar year shall be seven hours per day inclusive of a 30-minute duty free lunch period. The schedule for the workday shall be set by the principal/immediate supervisor.

10.1.2 The work year of counselors shall consist of 185 days per year. Additional days of service shall consist of up to five (5) days at the conclusion of the school year in the month of June and the use of up to an additional five (5) days during the month of August prior to the start of the school year. The use and allocation of such days shall be at the discretion and designation of the District.

10.1.3 The length of the workday for speech/language pathologists shall be eight (8) hours per day, inclusive of a thirty (30) minute duty free lunch. The schedule for the workday shall be set by the Director of Special Education or Designee.

The work year for speech/language pathologists shall be 208 days per year. At their option, speech/language pathologists may select instead to work either a traditional 185 days per year or 198 days per year, with all additional days worked during extended school year. Such selection shall be made prior to July 1<sup>st</sup> for the prospective academic year.

10.1.4 The 208-day speech/language pathologists work year shall consist of:

- 185 days during the traditional year;
- a minimum of thirteen (13) days during extended school year; and
- ten (10) unassigned days scheduled as follows:
  - up to five (5) days during the month of August;
  - up to five (5) days during Winter Break; and
  - up to five (5) days during Spring Break.

By June 30<sup>th</sup> of each year, speech/language pathologists shall submit to the Director of Special Education or Designee a work year calendar, including all proposed extended school year and unassigned work days, totaling 208 work days. Calendars shall be subject to approval by the Director of Special Education or Designee. Speech/language pathologists shall have the ability to modify the work year calendar, in consultation with the Director of Special Education or Designee, up to

ARTICLE X [LUSD PROPOSAL 11/19/19]

October 1<sup>st</sup> of each year.

10.1.5 The length of the workday for school psychologists shall be eight (8) hours per day, inclusive of thirty (30) minute duty free lunch. The schedule for the workday shall be set by the Director of Special Education or Designee. -

The work year for school psychologists shall be 208 days per year. At their option school psychologists may select instead to work either a traditional 185 days per year or 198 days per year, with all additional days worked during extended school year. Such selection shall be made prior to July 1<sup>st</sup> for the prospective academic year.

10.1.6 The 208-day school psychologists work year shall consist of:

- 185 days during the traditional year;
- a minimum of thirteen (13) days during extended school year, and
- ten (10) unassigned days scheduled as follows:
  - up to five (5) days during the month of August;
  - up to five (5) days during Winter Break; and
  - up to five (5) days during Spring Break

By June 30<sup>th</sup> of each year, school psychologists shall submit to the Director of Special Education or Designee a work year calendar, including all proposed extended school year and unassigned work days, totaling 208 work days. Calendars shall be subject to approval by the Director of Special Education or Designee. School psychologists shall have the ability to modify the work year calendar, in consultation with the Director of Special Education or Designee, up to October 1<sup>st</sup> of each year.

10.1.7 The length of the workweek for full-time adult school teachers shall be at least twenty-seven (27) hours per week. The work day for full-time adult school teachers shall be inclusive of a thirty (30) minute duty free lunch. The schedule for the workday shall be set by the principal/immediate supervisor. The work year for full-time adult school teachers shall consist of a 1825 days per year.

10.1.8a. For the 2018-19 School Year:

The Early Childhood Education Teacher assignment shall be 182 work days and 8 hours per day.

Early Childhood Teachers shall be required to participate in an additional 21 hours of professional development as determined by the District. Such additional hours shall be paid at the hourly rate of compensation of .001 times the salary base at Step 1 of the current Early Childhood Education Teacher Salary Schedule.

b. Beginning with the 2019-20 School Year, (The work year and work day for Early Childhood Education Teachers assigned to the Full Day program assignment shall be 185 work days, with 3 days of professional development as determined by the District, at 8 hours per day, inclusive of a thirty (30) minute duty free lunch. The

11/19/19

11/19/19  
SA



ARTICLE X [LUSD PROPOSAL 11/19/19]

work year and workday for Early Childhood Education Teachers assigned to the Part Day program shall be 185 workdays with ten (10) non-student days as follows: seven (7) days for purposes of processing student paperwork and classroom maintenance/planning and three (3) days of professional development as determined by the District. Additionally, depending on scheduling and substitute availability, two (2) days per month shall be provided to Early Childhood Education Teachers assigned to the Part Day program for support and processing DRDP assessments. The workday for Early Childhood Education Teachers assigned to the Part Day program shall be 8 hours per day, inclusive of a thirty (30) minute duty free lunch.

e. The schedule for the work year and workday shall be set by the Director of Early Childhood Education, in collaboration with Early Childhood Education Teachers.

10.1.9 Unit members will be scheduled for duty free lunch after 11:00 am.

10.1.10 The work year shall be outlined in the school calendar and consist of:

- a. The first two (2) non-instructional days of the traditional work year will be structured as follows: 1) Up to one (1) day will be coordinated by the Principal to address operation/professional development needs; Day two (2) will be utilized for teacher planning/preparation. Day one (1) and day (2) above may be divided in to half-days (e.g. Day one (1) morning Principal coordinated and afternoon for teacher planning/preparation). The Superintendent reserves the option in rare circumstances to use 1.5 days of the two (2) days to address critical State mandates, significant operational, or instructional needs in a timely manner. In the event the Superintendent exercises this option, the remaining half-day and the first early release Wednesday will be utilized for teacher planning/preparation.
- b. Three (3) days will be added to the work year of Teachers, Counselors, Speech Language Pathologist and Psychologist for the purpose of professional development under LCAP funding. ~~The three (3) days for 2018/19 will be added after instruction concludes.~~ Starting in 2019/20 the three (3) days will be incorporated during the year for Quarter 1, Quarter 2, and Quarter 3. ~~A side letter between LUSD and LTA defines timelines for completion of two (2) (calendar) years.~~ Professional development activities are funded through supplemental/concentration grants in compliance with LCAP and/or school plans for student achievement. The District retains the authority to review and address LCAP compliance matters. The activities will be planned based on Site Leadership Team input regarding LCAP focused grade level/subject area planning/collaboration and the needs of the site.

10.1.11 Unit members may leave the work site during their lunch period provided the unit member notifies the principal or his/her designee of such absence.

11/19/19  
A

11/19/19  
A

102 Preparation and Planning Time

- 10.2.1 Elementary school unit members shall have forty-five (45) minutes during the workday for preparation and planning. It is understood the additional minutes will not interfere with instructional minutes.
- 10.2.2 Early Childhood Education Teachers shall have a minimum forty-five (45) minutes for preparation and planning included within their eight (8) hour workday.
- 10.2.3 The District will provide secondary school unit members with what is commonly known as a “traditional academic schedule” that includes five (5) assigned teacher periods per workday and one (1) unassigned period per workday for preparation and planning. ~~Bargaining unit members shall not be required to attend meetings scheduled during the unassigned period.~~ Additionally, secondary school classroom teachers who travel from one school to another on a regular basis shall have a travel period included in their daily schedule as follows four (4) assigned teacher periods per workday, one (1) unassigned period per workday for preparation and planning, and one (1) travel period for commuting between school assignments.
- 10.2.4 Unit members who travel from one school to another on a regular basis shall have the same rights to a planning/preparation period, lunch period, and physical relief breaks as do other unit members.
- 10.2.5 This section shall not apply to counselors, speech/language pathologists, or school psychologists.

103 Adjunct Duties:

10.3.1 Unit members shall participate in other school and District professional activities and perform professional assignments beyond the regular workday as described in Section 10.1. This additional time shall not exceed eight (8) hours per month, excluding non-instructional days, and would include any faculty meetings, grade level meetings, curriculum meetings, and/or other adjunct duties.

10.3.2 With the exception of attendance at Back to School and/or Open House nights, Speech/Language Pathologists and School Psychologists shall not be required to attend parent/teacher conferences or participate in any other adjunct duties. Attendance for Speech/Language Pathologists and School Psychologists at Back to School and/or Open House nights shall only be required if requested by the site administrator where the Speech/Language Pathologist or School Psychologist is assigned. In the event the Speech/Language Pathologist or School Psychologist assignment includes more than one site and the unit member’s attendance at Back to School/Open House is requested at multiple sites, attendance shall only be required at one site at the selection of the unit member. Nothing in this provision shall prohibit Speech/Language Pathologists or School Psychologists from choosing to voluntarily participate in adjunct duties.

11/19/19  
✓

11/19/19  
[Signature]



## 104 Substitute Assignments:

10.4.1 If a 7-12 unit member is assigned to utilize all or part of his/her preparation period to substitute for an absent unit member, then that unit member shall be reimbursed at one fifth (1/5) of the daily substitute rate of pay the hourly rate of pay per period.

10.4.2 If a K-6 unit member has students from an absent unit member's class assigned to his/her class for all or part of the day, then that unit member shall be reimbursed at one fifth (1/5) of the daily substitute rate of pay one hour at the hourly rate of pay. The site administrator shall make a reasonable effort to equitably distribute the students of the absent unit member among five (5) other unit members. Except in cases of an emergency, such assignment shall be voluntary.

10.4.3 If no substitute is available, the principal shall make a determination regarding the distribution of the students, but such distribution shall be on a rotational basis.

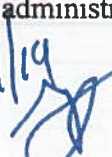
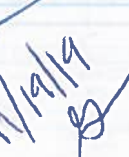
10.4.3 In the event a counselor, speech/language pathologist, or school psychologist requires a leave of absence exceeding ten (10) or more days, upon returning from leave, a meeting will be scheduled between the bargaining unit member and his/her administrator to discuss workload concerns and any support, including but not limited to additional time and compensation, needed to make-up that work he/she missed while on leave.

105 Effective with the 2020-2021 school year, elementary school unit members shall receive one fifteen (15) minute physical relief break per day, scheduled during the unit member's grade level recess time. However, in times of staffing shortage where there are not enough non-teaching staff to provide safe supervision of students, teachers may be asked to provide grade level recess duty coverage on a rotating basis.

106 In each school there will be a typewritten alphabetical list of all bargaining unit members assigned to that school site. This list will be available at each school in a designated place accessible to unit members. Each unit member will initial next to his/her name in the "In" column by 8:00 a.m. each workday. If the unit member arrives after 8:00 a.m., he/she shall initial and indicate the time of arrival in the "In" column. Each list will reflect one week of attendance. Any unit member who leaves prior to the end of the workday will indicate the time of departure from the school site in the "Out" column along with his/her initials. The Sign-In Sheet is attached to this Agreement as Appendix H.

107 On rainy days each unit member must be provided a relief break in the morning and another relief break in the afternoon, contingent upon the availability of coverage as determined by the principal.

108 Bargaining unit members in whose classes special education students are placed will be provided with in-service assistance upon written request within (30) calendar days. The specific assistance shall be by mutual agreement of the unit member and the administrator.

11/19/19  
  
 11/19/19  


109 The District shall ensure that each unit member has a key to his/her classroom, workroom, restroom, and elevator key (if applicable) at the beginning of the school year. Furthermore, every teacher will be given adequate space to store necessary supplies, a private desk, and work area to prepare for their work. Grade level chairs, department chairs, school leads, and school safety members shall have gate keys.

10.10 Release Time for District Committee and Council Service: Unit members appointed to District approved committees or councils meetings during the workday shall be granted release time during their workday at no loss of pay or benefits to fulfill the obligations of the appointment.

10.11 Lesson Plans: Members of the bargaining unit shall be responsible for developing weekly lesson plans. Lesson plans shall be posted in the member's classroom weekly and shall be current and available for viewing.

10.12 Grading and Report Cards:


10.12.1 Members of the bargaining unit have the right to assign grades to students. Such assignment of grades shall be based upon the work performed by individual students. At the beginning of each semester and/or school year, members of the bargaining unit shall provide students in each assigned class and/or parents of students in elementary and secondary grades with the grading criteria being utilized.

~~10.12.1~~ 10.12.2 Members of the bargaining unit shall utilize the District's Student Information System Gradebook to maintain an accurate log of student's grades and assignments. ~~assignments and any other documents necessary to support the grades assigned. Starting 2017-18, m~~ Members of the bargaining unit shall utilize the on-line grading system implemented by the District. The gradebook and supporting documentation such as, student assessments or current work samples, shall be on file in the classroom and available for viewing at the conclusion of each grading period.

~~10.12.2~~ 10.12.3 The District Minimum Day immediately prior to the date upon which report cards are due at the end of the quarter shall be reserved to unit members for completing grades and reports. Following the early dismissal of students, no meetings or activities shall be scheduled for unit members for the remainder of the day. For quarters 1, 2, & 3, grades shall be posted on the District's online grading system five (5) days after the District Minimum Day at the end of the quarter. For quarter 4, grades shall be posted on the District's online grading system by the end of the day of the last day of school.

10.13 Professional Development.

11/19/19  


11/19/19  




ARTICLE X [LUSD PROPOSAL 11/19/19]

Unit members shall be expected to participate in programs of professional development and training organized by the District and/or School Administrator. Professional development programs shall cover a diverse area of specializations and needs relevant to all unit members.

10.14 Curriculum Development:

A Staff Curriculum Development Committee shall be formed which shall serve as a subcommittee of the District-wide Curriculum Committee. The committee shall present a recommended program for each school year to the District-wide Curriculum Committee based on student academic outcomes. The committee shall consist of a representative from each grade level and/or academic area. Such representatives shall be appointed by the Association. The committee shall be chaired by an administrator selected by the Superintendent.

10.15 Instructional Assistants:


Instructional assistants may be assigned where appropriate by the Superintendent or his/her designee. For reasonable cause, a unit member may request that an instructional assistant be reassigned.

10.16 Attendance at Educational Conferences, ~~and~~ Trainings, and Meetings:

~~10.16.1~~ Actual expenses for education conferences, including travel, meals and lodging shall be granted when attendance at such conferences has been approved by the Board. The Superintendent shall be responsible to see that the expenses for such conferences are held to the lowest reasonable cost.

~~10.16.2~~ Applications to attend conferences, trainings, or meetings, including anticipated costs for travel, meals, lodging, and time must be submitted to the Principal, approved by the Superintendent and ratified by the Board of Education. Actual expenses for educational conferences, trainings, or meetings, including travel, meals, lodging, and time shall be granted subject to approval by the Board. No reimbursement, including substitute teachers, shall be granted unless prior approval is granted. The Superintendent shall be responsible to see that the expenses for such conferences are held to the lowest reasonable cost.

10.16 During parent/teacher conference weeks, dismissal of elementary students shall be on a minimum day in accordance with the District-wide calendar. The remaining portion of the workday shall be used by affected bargaining unit members to prepare for and conduct parent/teacher conferences.

11/19/19  


11/19/19  


**ARTICLE XI**  
**SPECIAL EDUCATION**

11/19/19  
✓

11.1 **Statement of Purpose**

This article does not preclude unit members from coverage under all articles of this Agreement. This article supplements and does not supersede other articles of this Agreement.

11.2 **Class Size and Caseloads:**

11.2.1 The District and the Association shall jointly monitor class sizes to ensure reasonable equity. Every effort shall be made to ensure reasonable equity of class size among unit members with comparable assignments as required by Education Code.

~~11.2.2 The District shall make every effort to equitably assign and distribute RSP students across the affected general education unit members and their classes to the extent that it does not conflict with the needs of the student and/or IEP.~~

~~11.2.3 The District and the Association shall jointly monitor special day class teachers (SDC), resource specialists (RSP) and speech/language pathologists caseloads to ensure reasonable equity within work assignments. Every reasonable effort shall be made to ensure reasonable equity of case load among unit members with comparable assignments.~~

~~11.2.24 The recommended ranges average class size for Special Day Class ("SDC") sizes shall be within the following ranges:~~  
a. Kindergarten to 3<sup>rd</sup> grade: Eight (8) to ten (10) students  
b. 4<sup>th</sup> to 6<sup>th</sup> grade: Twelve (12) to fourteen (14) students  
c. 7<sup>th</sup> to 12<sup>th</sup> grade: fourteen (14) to sixteen (16) students

~~11.23 The District shall make every effort to equitably assign and distribute RSP students across the affected general education unit members and their classes to the extent that it does not conflict with the needs of the student and/or IEP.~~

~~11.3 **Case Loads:**~~

~~11.3.1 The District and the Association shall jointly monitor special day class teachers (SDC), resource specialists (RSP) and speech/language pathologists caseloads to ensure reasonable equity within work assignments. Every reasonable effort shall be made to ensure reasonable equity of case load among unit members with comparable assignments.~~

~~11.3.22.5 The District shall make every effort to keep the case load for RSP teachers below the maximum level of twenty-eight (28) cases required by the Education~~

11/19/19  
✓



ARTICLE XI [LTA PROPOSAL – 11/19/19]

Code and/or federal law. No RSP teacher shall have a caseload which exceeds 28 pupils.

11.3.32.6 The District shall make every effort to keep the maximum caseload for speech/language pathologists working with school-aged population students within the recommended range of fifty-five (55) cases.

11.3.42.7 The District shall make every effort to keep the maximum caseload for speech/language pathologists working with preschool-age children (between the ages of three and five years) within the recommended range of forty (40) cases.

**11.3.4 Individualized Education Programs (IEPs):**

11.34.1—All unit members whose duties involve and are affected by an IEP will be provided the opportunity to serve on the team responsible for developing, reviewing, and/or revising such program.

All student placement and/or change of placement shall be done in accordance with 34.CFR 300.116. The Special Education Department must be notified of all change of placements prior to the IEP meeting to appropriately accommodate the student within a school. The District shall support the placement recommendation of the IEP team. Upon actual notice to the special education department and school site administrator that an Individual with Exceptional Needs will be assigned to the class of any unit member, an IEP will be provided to the unit member within three (3) days.

11.34.2—The District recognizes that some Individuals with Exceptional Needs may not meet or exceed the growth projected in the annual goals and objectives of the pupil's IEP. In such instances, a unit member's accountability will be limited to having implemented the services specified in the IEP. A unit member involved with an IEP may request a review of the IEP in accordance with Special Education Regulations.

11.34.3 -Whenever possible, IEP meetings shall be held during the workday. Unit members shall make themselves available at any time during the workday that IEPs are scheduled. If additional time beyond the workday is necessary to complete an IEP meeting, the administrator or his/her designee in attendance at the IEP shall determine whether to schedule an additional IEP date to be held during the workday, or to continue the IEP meeting beyond the workday. Unit members shall be compensated at their hourly rate for such additional time beyond the workday.

**11.54 Special Education Due Process Hearings**

11/19/19  
11/19/19

ARTICLE XI [LTA PROPOSAL – 11/19/19]

When a unit member is required to participate in a Special Education due process hearing or other Special Education due process procedure during the workday, the District will allow the unit member to attend the hearing during the day without loss of compensation. Unit members shall be compensated at the hourly rate for any additional time required for attending a due process hearing beyond his/her contracted hours.

**11.65 Staff Planning, Collaboration, and Professional Development**

~~11.65.1~~ ~~At the end of each academic year in preparation for the following academic year, special day class teachers, resource specialists, speech/language pathologists, adapted PE specialists, and other special education service providers shall be surveyed by the Special Education Director regarding professional development interests and needs. The Special Education Director shall take feedback into consideration when planning professional developments for that academic year.~~

~~11.5.2~~ The District shall provide appropriate training to unit members regarding the use of new instructional ~~materials, or~~ assessment models, ~~or technology~~ when requiring unit members to use such tools.

~~11.6.25.3~~ To better communicate with staff in articulating and planning for the upcoming school year, the ~~Special Education Services staff or~~ Special Education Department will provide written information and conduct meetings for unit members to review and solicit feedback on the District's Special Education goals and objectives for the year.

~~11.6.35.4~~ ~~Principals will exempt s~~Special day class teachers, resource specialists, speech/language pathologists, adapted PE teachers, and other special education service providers ~~shall be exempt~~ from at least three grade level/departments meetings yearly, for the purpose of attending training held by the District's Special Education Department. These trainings will focus on compliance issues and specific job-alike issues, and the District shall provide such training whenever necessary and reasonable.

~~11.6.45.5~~ In addition to the above and at the discretion of the Principal, special day class teachers, resource specialists, speech/language pathologists, adapted PE teachers, and other special education service providers may be excused from all or part of subject-matter data reflection meetings to collaborate on issues specific to special education students.

**11.7 Full Inclusion**

~~11.7.1~~ ~~When full inclusion is applicable,~~ Inclusion Planning Teams consisting of the special education teacher, general education teachers, school administrator, school psychologist, and any other support staff will be organized at each site with identified ~~full~~ inclusion pupils.

11/19/19  
11/19/19



ARTICLE XI [LTA PROPOSAL – 11/19/19]

11.7.2 The Special Education Site Team shall provide a unit member with a list of inclusion students that are placed in his/her classroom and additional information for the successful implementation of all relevant special education programs.

11.7.3 The determination of the size of classes with fully-included pupils will take into consideration any all student's needs, extraordinary demands on physical space, unit member contact, and/or unit member supervision. When inclusion is applicable, options to mitigate the impact on class size should be considered.

11.7.4 Any unit member who provides instruction to full-inclusion students shall receive notification within three (3) days of the placement of students.

~~11.7.5 When full inclusion is applicable, options to mitigate the impact on class size should be considered.~~

~~11.7.5 If any one (1) TK-6 elementary education classroom or secondary general education inclusion class in English, Math, Science, or Social Studies includes more than 25% inclusion students, that classroom shall be assigned a special education aid to support the classroom.~~

11.8 **Resource Specialists (RSP)**

11.8.1 Resource Specialists shall not simultaneously be assigned to serve as a resource specialists and to teach regular classes.

11.8.2 An elementary school resource specialist (RSP) teacher will not be required to serve as a substitute in a regular classroom unless there is an emergency of a non-recurring nature.

11.8.3 Resource specialists who are itinerant and may not be assigned to more than two (2) work sites.

11.8.4 Resource specialists shall receive preparation time equivalent to time received by regular classroom teachers at the same school site and level.

11.9 **Department/Grade Level Chair**

11.9.1 Special Education Department Chairs will serve as the link between school site special education programs and general education departments.

11.9.2 All rights, responsibilities, and stipends granted to other Department/Grade Level Chairs shall be granted to Special Education Department Chairs.

11.9.3 At an elementary school site setting, when three (3) or more special education teachers exists, regardless of their respective grade, this situation will require a Special Education Grade Level Chair.

11/19/19  
11/19/19  
[Handwritten initials and signatures]

ARTICLE XI [LTA PROPOSAL – 11/19/19]

11.9.4 At a secondary school site setting, when three (3) or more special education teachers exists, regardless of their respective grade, this situation will require a Special Education Grade Level Chair.

11.9.5 A special education representative shall be invited to all meetings of Department/Grade Level Chairs if there is no special education staff member serving as Department/Grade Level Chair.

11.10 **Assignment**

The Special Education Department reserves the right to assign Special Education Teachers to meet the needs of students and District.

11.11 **Core instructional materials**

The administrator at each site shall ensure that each Special Education teacher has the necessary core curriculum textbooks and materials. Any Special Education teacher who believes that he/she does not have the necessary core curriculum textbooks and materials should first address the issue with the principal. If this does not result in a satisfactory resolution of the problem, the unit member may also address the supervisor of the principal with the concern.

11.12 **Special Education Handbook Committee**

To facilitate communication and compliance on Special Education issues, the District will establish a committee to discuss special education concerns, provide input to department policies and procedures, and review and update the Special Education Handbook accordingly. It shall include one (1) Director of Special Education Services or designee, one (1) elementary special education teacher, one (1) middle school special education teacher, and (1) high school special education teacher, and two (2) additional educators from the special education department, selected by the Association Executive Board and one (1) elementary special education teacher, one (1) middle school special education teacher, and one (1) high school special education teacher, and two (2) additional educators from the special education department selected by the District.

11.13 **Special Education Handbook**

To ensure there is common and clear understanding of items which include, but are not limited to, procedures, compliance requirements, laws, job expectations, teachers support systems, IEP processes, teacher/paraprofessional relationships and trainings, differentiated curriculum, teaching strategies, sources and resources available to the special educator, an end-of-the-year checklist, and administrative responsibilities, the District will publish a Lynwood Unified School District Special Education Handbook and make it available via shared internal file server. Such Special Education Handbook shall be maintained and updated annually. The District agrees to fulfill its obligation to meet and

11/19/19  
11/19/19



ARTICLE XI [LTA PROPOSAL – 11/19/19]

negotiate matters in good faith as required under the Educational Employment Relations Acts.

**11.14 Districtwide Special Education Committee**

A joint LTA/LUSD committee will be created to develop and evaluate program needs, identify action plans, and make recommendations for districtwide long-term goals in special education.

**11.145 Special Education Extended School Year**

Special education extended school year is an extension of the academic year. Unit members assigned during the academic year to special education classes shall have priority to continue such assignments when extended beyond the regular academic year.

**11.16 Speech/Language Pathologists**

**Assignments:**

- 11.16.1 Speech/Language Pathologists who are itinerant may not be assigned to more than three (3) work sites. Speech/Language Pathologists shall remain in their work sites assignments until such time:
- a. The speech language/pathologists requests a change of assignment;
  - b. The speech language/pathologist's total caseload cannot support their current assignments; or
  - c. The principal/immediate supervisor requests a change of assignment.

11/19/19  
11/19/19  
A

**ARTICLE XIV  
CLASS SIZE**

*Handwritten:* 11/19/19  
*Handwritten:* 11/19/19

14.1 Because the pupil/teacher ratio is an important part of an effective educational program, the parties agree that class size should be lowered whenever possible under the constraints of financial resources and facilities. The schools should be staffed upon optimum standards, except in traditionally large group instruction, team teaching or experimental classes. Both parties recognize that optimum standards are 25 students per teacher.

14.2 ~~For the term of this contract~~ Beginning with the 2020-2021 school year, the District agrees to staff the schools with instructional classroom teachers ~~upon~~ at the following ~~standards~~ student/teacher ratios:

- a. Grades TK-6 30:1
- b. Grades 7-8: 33 Teachers shall not have more than one-hundred sixty-five (165) students caseloads divided among his/her five (5) assigned classes. With the exception of band and athletics, no individual class shall exceed thirty-five (35) students.
- c. Grades 9-12 35 (see 14.5) Teachers shall not have more than one-hundred seventy-five (175) students caseloads divided among his/her five (5) assigned classes. With the exception of band and athletics, no individual class shall exceed thirty-seven (37) students.
- d. Early Childhood Education (Full-Day Program) 26:1
- e. Early Childhood Education (Half-Day Program) 24:1
- f. Secondary Physical Education 55:1
- gf. Special Education: Class sizes will remain as specified under Article XI. remain as at present or as defined by code or consortium guidelines. Any variance in class size ration due to the impact of county consortium or legislation after the ratification of this Agreement will be subject to negotiations.

14.3 While the District receives TK-3 Grade Span Adjustment funding under Ed Code 42238.02(d) and Title 5 California Code of Regulations Section 15498 pertaining to TK-3 Grade Span Adjustment, the average of all TK-3 class sizes at each elementary site will be 24.

14.34. a. Beginning with the 2020-2021 school year, it is understood these are average class sizes and individual classes/caseloads may out of necessity occasionally exceed the student/teacher ratios in 14.2 average. Whenever individual classes exceed these averages at a school site student/teacher ratios in 14.2, the principal shall first discuss the problem with the affected teachers of the affected classes and explore alternative approaches to resolve the problem and meet the required ratios. If after twenty (20) days the problem remains unresolved and classes/caseloads remain above the student/teacher ratios stated in 14.2, any class/caseload that exceeds the student/teacher ratios in 14.2 shall compensate the teacher at \$100 per additional student per twenty (20) days until such time the matter is resolved. In the event the matter is resolved prior to completion of a twenty (20) day period, compensation shall be prorated accordingly.



ARTICLE XIV [LTA PROPOSAL 11/19/19]

b. If a teacher consents or requests to teach more than the contract maximum of students, the District shall not be obligated to reduce the enrollment for that teacher's class or compensate the teacher for the class/caseload excess in accordance with 14.4.a above.

14.4.5 Efforts shall be made to balance reasonably within each individual school class sizes for various grade levels, departments and subject area.

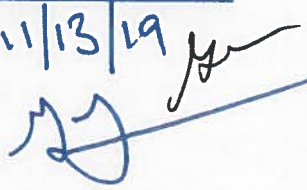
~~14.5 Teachers at the secondary level shall not have more than one hundred seventy five (175) students caseload divided among his/her five (5) assigned classes. No class shall exceed thirty seven (37) students with the exception of Physical Education (P.E.) which have no more than fifty five (55) students per assigned class.~~

14.6 Excluded from the above staffing formula are the following: Management, counselors, librarians, nurses and other categorically funded resource teachers. Special Education teachers and students shall be counted separate in computing staffing formulas.

11/19/19  
JW

MJ  
11/19/19

**ARTICLE XV**  
**LEAVE PROVISIONS**

11/13/19  


15.1 Industrial Accident Leave

15.1.1 Definitions: An industrial accident or illness must have arisen out of and in the course of the employment of the unit members and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Fund. An industrial injury is defined as an injury or disease which is the result of or arises out of the work or working conditions of the member of the unit.

15.1.2 Eligibility Requirements: Unit members shall be eligible to qualify for placement benefits prescribed in Section 44984 of the Education Code upon the first day of work in the District.

15.1.3 Length of Leave: Industrial accident or illness leave shall be for a period of not to exceed sixty (60) days. Allowable leave shall not be accumulative from year to year.

Upon termination of industrial accident or illness leave the unit member shall be entitled to utilize sick leave benefits as provided for under Education Code Sections 44977, 44978 and 44983. Charges against sick leave and/or vacation benefits shall not begin until termination of the 60 days' leave provided for above. If the unit member is receiving temporary disability indemnity benefits (as provided for under Division 4.0 or 4.5 of the Labor Code), he/she may elect to use that proportion of his/her accumulated sick leave which, when added to the temporary disability payment, will result in not more than payment of his/her full salary.

15.1.4 Start of Leave: Industrial accident or illness leave will commence on the first day of absence.

15.1.5 Extension of Leave From Fiscal Year to Fiscal Year: When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

15.1.6 Reduction of Leave Time: Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

15.1.7 Compensation: During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity check received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit



## ARTICLE XV [LTA PROPOSAL 11/13/19]

member appropriate salary warrants for payment of unit member's salary and shall conduct normal retirement and other authorized contributions.

- 15.1.8 Fringe Benefits: District premiums on health and welfare plans shall continue.
- 15.1.9 Residence: Any unit member receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- 15.1.10 Request Procedure: A request for an industrial accident leave shall be made in writing to the Human Resources.
- 15.1.11 Filing: Unit members must file accident reports no later than one (1) day after the date of the accident, if reasonably possible, unless good and sufficient reason exists for not so filing.

### 15.2 Personal Illness and Injury Leave

- 15.2.1 Definition: A personal illness and injury leave is granted to a unit member who is unable to work due to personal illness, injury or quarantine. A personal illness and injury leave shall be taken in one-day or half-day increments.
- 15.2.2 Unit members are entitled to yearly personal illness and injury leave at the rate of ten (10) days per full year of employment. Unit members who work less than full-time shall be entitled to personal illness and injury leave in the same ratio that their employment bears to full-time employment. Personal illness and injury leave which has not been earned and has been advanced to the unit member who does not complete the school year will be deducted from the unit member's final pay warrant.
- 15.2.3 Accumulated Leave: There shall be no limit to the number of days of unused leave that may accumulate. Any unit member who has unused leave of absence for illness in another California school district at the time of employment in the District shall be credited in the District with the number of unused days of leave for illness or accident purposes in the previous district in accordance with Education Code Section 44979.
- 15.2.4 The Board shall notify each unit member in the unit by October 15 of each school year of the number of accumulated unused personal illness and injury leave days credited to the unit member.
- 15.2.5 Compensation: Unit members on illness leave shall receive their regular salary. After all earned leave in Section 15.2.2 above is exhausted, additional non-accumulated leave shall be available for a period not to exceed 100 days for each school year as provided by law. The amount deducted for this non-accumulated leave purpose from the unit member's salary shall be the amount actually paid a

ARTICLE XV [LTA PROPOSAL 11/13/19]

substitute employee employed to fill the position during the leave or, if no substitute is employed, the amount which would have been paid to a substitute. The 100-day period shall begin after all accumulated personal illness and injury leave has been exhausted.

- 15.2.6 Request Procedure: Request for personal illness and injury leave shall be made to Human Resources. The Assistant Superintendent, Human Resources shall be notified at least one (1) hour before the unit member is unable to be present.
- 15.2.7 The unit member shall notify his/her principal, the immediate supervisor, or designated person of his/her impending return to duty by not later than 2:00 p.m. on the day preceding his/her return. Failure to do so shall result in the unit member's being placed on personal illness and injury leave for one (1) additional day.
- 15.2.8 A unit member whose absence exceeds five (5) work days shall provide, upon request, a statement from a licensed physician or practitioner stating the reason for the absence. Additionally, it shall be the prerogative of the District to require verification of an absence of five (5) work days or less, if the District has reason to believe that the absence may not have been used for proper personal illness and injury leave purposes. The District may require an examination by its own physician, at its own expense, if it considers it necessary.
- 15.2.9 Unit members teaching summer school/intersession on days that they are not required to work to fulfill their contractual obligation shall earn one (1) day of personal illness and injury leave for each twenty (20) work days (ten (10) days earns ½ day of leave). If unused, this day(s) is to be added to the unit member's total accrued personal illness and injury leave. Personal illness or injury leave accrued during the regular school year by the unit member may be utilized for absences during summer school at the rate of one (1) day of leave for each summer school day of absence.
- 15.3 Rights of Unit Members on Leave: Unit members on a paid leave of absence shall receive salary, health and welfare coverage, and retirement credit in the same amounts as if they were not on leave. Unless otherwise stated in statute, Unit members who go on an authorized unpaid leave of absence during any pay period shall receive their health and welfare benefits for two months. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan selected at their own expense, provided they make advance payments of the premiums in a manner reasonably required by the District.



## ARTICLE XV [LTA PROPOSAL 11/13/19]

### 15.4 Bereavement Leave

- 15.4.1 Definition: Bereavement is a leave granted because of acute bereavement. Acute bereavement is the loss by death of a member of the immediate family of the unit member or his spouse, the immediate family to include mother, father, grandmother, grandfather of the unit member or spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, grandchild, brother, or sister of the unit member or the unit member's spouse or a relative living in the immediate household or anyone who has acted in loco parentis to the unit member.
- 15.4.2 Length of Leave: Unit members shall be entitled to three (3) paid days in case of bereavement, or five (5) paid days if travel of 350 miles or more is required. If the unit member requests, he/she shall be granted up to an additional six (6) days of leave in any one year for bereavement purposes which shall be charged to his/her accumulated personal illness and injury leave.
- 15.4.3 Compensation: The unit member will receive full pay and benefits while on leave.
- 15.4.4 Request Procedure: Request for bereavement leave shall be made to Human Resources by the unit member through his/her principal or immediate supervisor.

### 15.5 Unpaid Leave

- 15.5.1 Definition: An unpaid leave may be granted a unit member for personal reasons such as, but not limited to, matrimony, non-school connected conventions, personal business, child rearing, etc. Leave will not be granted to accept employment elsewhere, except in those cases where such employment might be considered to be beneficial to the unit member and the District.
- 15.5.2 Length of Leave: The Superintendent or his/her designee may grant a personal leave for three (3) days or less. The length of a personal leave of more than three (3) days shall be approved by the Board. However, a personal leave shall not be for more than a one-year period, with renewal for one additional year on a case-by-case review by the Board of Education.
- 15.5.3 Compensation: No salary will be paid by the District for a unit member on personal leave.
- 15.5.4 Health and Welfare Benefits: When the unit member ceases work and is placed on personal leave, all personal illness and injury leave and other financial benefits shall continue for two months. The unit member may elect to contribute premiums beyond the period of contribution by the District.

## ARTICLE XV [LTA PROPOSAL 11/13/19]

- 15.5.5 **Request Procedure:** Request for a personal leave should be made in writing to Human Resources and approved by the Superintendent.

### 15.6 Judicial Leave

- 15.6.1 Unit members will be provided leave for regularly called jury duty and to appear as an official in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. The unit member shall submit a written request for an approved absence no less than five (5) days prior to the beginning date of the leave or as a witness. Judicial leaves insofar as possible shall be arranged so as to not interfere with the instructional program.
- 15.6.2 The unit member, while serving as a witness or on jury duty, will receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service, excluding travel expense.

### 15.7 Sabbatical Leave

- 15.7.1 **Definition:** A sabbatical leave is a leave granted to further the education of the unit member.
- 15.7.2 **Eligibility:** Any permanent, certificated unit member of the District who has rendered at least seven (7) consecutive years of service to the District, shall be eligible to apply for sabbatical leave for a period of one (1) year. A full year of service shall consist of seventy-five (75) percent of the school year, without absence for illness or other causes.
- 15.7.3 **Purposes:** Leave of absence may be granted for the following purposes:
- a. Professional study. Applicants who apply for professional leave under this section shall agree to undertake a full load of at least sixteen (16) hours of undergraduate work, or, ten (10) hours of graduate work, or the equivalent thereof, per semester.
  - b. Approved travel. Applicants for sabbatical leave under this provision shall submit a brief statement of the proposed itinerary. Said itinerary must be so planned as to evidence specific ways in which the trip will contribute to the improvement of the applicant's services with respect to the particular educational field in which he/she is engaged.
  - c. A combination of travel and study will be allowed.
- 15.7.4 **Length of Leave:** Sabbatical leave of absence shall not be granted for less than one (1) full semester nor for more than two (2) full consecutive semesters.
- 15.7.5 **Compensation:** While on sabbatical leave of absence, properly authorized by the Board of Education, unit members shall receive 50 percent of the teaching salary



ARTICLE XV [LTA PROPOSAL 11/13/19]

they would have received during the period of leave if they had continued in regular service during such period.

- a. Additional Compensation: Additional compensation is compensation for services of unit members during period of sabbatical leave other than compensation granted by the District. Additional compensation received by the unit member in excess of the difference between unit member's regular salary and salary while on leave may be deductible from the leave salary paid by the District. Additional assistance from such recognized sources of aid to study, research and travel as scholarship shall not constitute additional compensation.
- b. Term of Payment: The salary of the unit member during sabbatical leave may be paid in the same manner and at the same time that said unit member would normally be paid were he/she teaching in the District.
- c. Health and Welfare Benefits: District premiums on insurance policies shall continue.

- 15.7.6 Indemnity Bond: The unit member must file with the Board of Education a suitable bond indemnifying the school district for any salary paid the unit member during the period of sabbatical leave in the event said unit member fails to return and to render two (2) full years of service in the District following the termination of the sabbatical leave, or in the event said unit member fails to carry out the program of study or the itinerary of the trip approved by Human Resources, the Superintendent of Schools and the Board of Education.

Failure of a unit member to return and render service or to complete the scheduled program of study or travel shall result in forfeiture of the bond and require payment of the amount received in one lump payment.

Failure of a unit member to return and render service or to complete the scheduled program of study or travel shall not result in forfeiture of the bond when such failure is due to death, or certification by a physician that failure was due to physical or mental disability.

- 15.7.7 Reinstatement: At the expiration of leave of absence of employees, they shall, unless otherwise agreed, be reinstated in a position of similar rank held at the time of the granting of the leave of absence but not necessarily the same school. Under normal circumstances, efforts shall be made to reinstate the returnee to his/her prior assignment.

- 15.7.8 Salary Status on Return: Unit members returning from sabbatical leave will progress on the salary schedule the same as if they had remained in active service.

- 15.7.9 Retirement: Sabbatical leave does not affect retirement status; therefore, the District will make the proper retirement deductions during this leave period.

ARTICLE XV [LTA PROPOSAL 11/13/19]

15.7.10 Accident and Illness on Leave: In case of injury or illness of the unit member during leave which prevents completing the purpose of the leave, the sabbatical leave will be terminated and all provisions for sick leave will apply. If injury, illness, or death prevents the unit member from fulfilling the agreement to return to service in the District for at least two (2) years, no repayment of leave salary will be required.

15.7.11 Request Procedure: Applicants for sabbatical leave shall file a request with Human Resources not later than January 15 for the fall semester and not later than June 15 for the spring semester, on the form provided.

In case of members participating in the year-round school program, the request shall be filed at least six (6) months prior to the date leave would begin.

- a. The application must be accompanied by a certificate of health signed by a physician, indicating that the applicant is in satisfactory physical condition to undertake the study of travel proposed.
- b. The application must be approved by the Human Resources and favorably recommended by the Superintendent of Schools to the Board of Education and approved by them.

15.7.12 The number of unit members on sabbatical leave during any one semester shall not exceed two percent of the unit members. In case more than two percent of the eligible unit members apply for sabbatical leave during any one semester, the granting of such leave shall be governed by the following criteria which are not necessarily listed in order of importance:

- (a) Relative merits of reason for desiring leave
- (b) Reasonable distribution of applicants' teaching levels
- (c) Priority of application
- (d) Whether leave has been taken previously
- (e) Seniority

15.8 Pregnancy Disability Leave/Parental Leave

15.8.1 A member of the unit (male or female) who wishes to take a personal leave to raise a child immediately following childbirth or upon adoption of a child of preschool age may be granted such a leave without pay, for up to one year. The District and the unit member may agree to extend the period of the leave beyond in order that the return day shall coincide with the school calendar, i.e., the beginning of a semester. Male members of the unit may use personal necessity leave if required by a spouse's pregnancy and/or delivery.



## ARTICLE XV [LTA PROPOSAL 11/13/19]

### 15.8.2 Pregnancy Disability Leave:

a. Length of Leave: Pregnancy disability leave will be granted for that period of time in which the unit member is granted leave under Section 15.8.1 above and normally lasting until thirty (30) calendar days after the birth of the child, or cessation of the pregnancy, unless recommendations by a licensed physician indicate a longer period of leave is needed for the health of the mother. Also, the unit member may return sooner than the thirty (30) days if approved by the physician.

15.8.3 b. Compensation: Pregnancy disability is considered as temporary disability. Therefore, benefits available under illness and injury leave may be applied to pregnancy disability.

15.8.4 c. Health and Welfare Benefits: When the unit member ceases work and is placed on pregnancy disability leave, the district premium on insurance policies shall continue until the end of the pregnancy disability leave.

15.8.5 d. Rights to Continue: A unit member granted pregnancy disability leave shall continue her seniority rights as of the time leave was granted and shall be permitted to return to the position she held at the time the leave was granted if she returns at the end of the pregnancy disability leave.

15.8.6 e. Request Procedure: A written request shall be submitted to Human Resources by the unit member.

### 15.8.2 Parental Leave:

a. A bargaining unit member who has at least twelve (12) months of service with the District may take up to twelve (12) weeks of leave for the birth of a child of the employee, or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee. The leave will be paid from any accumulated personal and illness and injury leave of the bargaining unit employee.

When a bargaining unit member has exhausted all current and accumulated sick leave and continues to be absent on account of child bonding/parental leave under the California Family Rights Act (CFRA; Government Code Section 12945.2), he/she shall be entitled to substitute differential pay or 50% of salary, whichever is greater, for any of the remaining twelve (12) workweek period. If the substitute differential salary is greater than the 50% salary, the amount deducted from the unit member's salary for substitute differential pay shall be the amount paid a substitute employee employed to fill the position or, if no substitute employee is employed, the amount which would have been paid to a substitute.

ARTICLE XV [LTA PROPOSAL 11/13/19]

15.9 Personal Necessity Leave

Seven (7) days of unit member's accumulated leave of absence for illness or injury (sick leave) allowed pursuant to Education Code Section 44981 may be used by the unit member at his/her election for personal necessity in each school year. Personal necessity leave shall be taken in one-day or half-day increments.

15.10 Military Leave shall be granted in compliance with Education Code Section 44800.

15.10.1 Definition: Any unit member who enters the active military service as defined in Education Code Section 44800 during any period of national emergency declared by the President of the United States shall be entitled to a leave of absence. Unit members on reserve duty who are called for short periods of training duty will be granted leave under provisions of the Government Code and the Military and Veterans Code.

15.10.2 Length of Leave: The leave shall continue until six (6) months after the unit member is released from active duty with the armed forces or until the President declares the emergency no longer exists.

15.10.3 Compensation: Any unit member who enlists in, or who is called into the armed services and serves at least thirty (30) days, shall receive his/her salary from the District for up to thirty (30) days after leave commences each school year.

15.10.4 Health and Welfare Benefits: District insurance premiums will not continue beyond the 30-day period.

15.10.5 Return to Work: Unit members returning to work after military leave must give the District notice three (3) months before the start of a new semester. They must return at the beginning of a semester.

15.10.6 Request Procedure: A written request for military leave shall be submitted to Human Resources and approved by the Superintendent.

15.11 Family Care and Medical Leave - Employees may be granted family care and medical leave pursuant to Government Code section 12945.2 under the following terms and conditions:

15.11.1 An employee shall have been employed for a minimum of twelve (12) months and worked at least 1,250 hours a week during this period to be eligible for family care and medical leave.

15.11.2 Leave may be granted for the birth, adoption or foster care of a child or for the serious health condition of an employee or the employee's child, spouse or parent.



ARTICLE XV [LTA PROPOSAL 11/13/19]

15.11.3 "A serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either of the following:

- a. Inpatient care in a hospital, hospice or residential health care facility; or
- b. Continuing treatment or continuing supervision of a health care provider.

15.11.4 An employee who meets all the requirements of eligibility shall be entitled to twelve (12) work weeks of unpaid leave in any twelve (12) month period and twelve (12) work weeks of paid (at the same level paid for employees not on leave) health and welfare benefits. A twelve (12) month period commences on the first day of leave.

15.11.5 The above provisions are intended to, and shall comply with the provisions of Government Code section 12945.2 and regulations of the Fair Employment and Housing Commission covering family care and medical leave.

ARTICLE XVI [LUSD COUNTER PROPOSAL 11/13/19]

Article XVI  
Safety & Health

11/13/19  
JH

11/13/19  
[Signature]

- 16.1 Employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health, safety, or well-being.
- 16.2 If a unit member has a serious or on-going concern that has not been addressed through regular maintenance and safety reporting structures (e.g., SchoolDude tickets) regarding a maintenance issue or the cleanliness of the working space, the classroom or the restroom provided, the teacher shall communicate in writing those concerns to the principal, assistant principal, or immediate supervisor.
- ~~16.34~~ The district shall, within five (5) work days, provide to the Association, and the concerned employee an update to the plan of action to address items relating to 16.1 and 16.2 above.
- 16.43. The District shall comply with the provisions of the California Occupational Safety and Health Act (CAL-OSHA) as amended (California Labor Section 6300, et seq.) and relations relating thereto (Title 8, California Administrative Code, Section 330, et seq.). In the event that a CAL\_OSHA Compliance Inspector Engineer comes to the district as a result of the implementation of California Occupational Safety and Health Act, as amended, and/or regulations hereto, the Association shall receive written notification of the reason(s) for said inspections.
- ~~16.4~~ The district shall, within five (5) days, provide to the Association, a copy of any correspondence relating to 16.1 and 16.2 above.
- 16.5 It is the responsibility of unit members to be alert in observing unsafe conditions, to make corrections within the scope of his/her authority, and to report in writing these conditions to his/her immediate supervisor. The supervisor receiving the written report shall make a request of the appropriate personnel to investigate. A written response or a copy of the work order request shall be provided to the unit members originating the report, the School Safety Committee and the District Safety Officer for investigation and response.
- 16.6 The Association shall be entitled to equal representation with other employee organizations on the District Safety and Health Committee.
- ~~16.7~~ The District shall provide the Association a schedule for the regular maintenance for air conditioning filter changes, gardening/lawn care, water facet filters, fire extinguishers and any significant classroom/school maintenance.



ARTICLE XVI [LUSD COUNTER PROPOSAL 11/13/19]

- 16.8 The District shall review the District Safety Plan on a yearly basis with the District School Safety committee with varied stakeholders, including Association members. The committee will evaluate the Safety Plan and make any changes based on committee recommendations.
- 16.9 Each site shall develop and annually review its School Safety Plan. Upon request by the bargaining unit member, plans shall be available for review. ~~Select, non-confidential parts of the School Safety Plan as determined by the Director of Student Services shall be distributed to unit members.~~ These plans are expected to cover contingency plans, including the responsibilities of the various employees, for a wide variety of safety risks, including but not limited to fire, earthquake, flood, civil disturbance, active shooter, and other emergency closings. These plans shall also include procedures for the release of students and employees from the site. When preparing these plans, each site shall take into consideration health and safety for persons with disabilities. Within the first three months of each school year the plans referenced above shall be reviewed at each site and whatever training is required by the plan shall take place.
- 16.10 The District shall provide two sessions of CPR and First Aid trainings a year on a teacher unpaid, non-work day. Teachers may attend on a voluntary, unpaid basis. Training cost and CPR certificate cost shall be paid by the District. ~~to all bargaining members every two years.~~
- 16.11 In the case of a student needing specialized health procedures (e.g., catherizations, diapering, injections, suction, gavage feeding), whenever known, a pre-placement meeting shall take place at the local site with the employees who will be directly involved with a student who needs these specialized health care services to discuss the implementation of specialized health care procedures.
- 16.12 Whenever the District places a student who has exhibited serious behavioral problems or history of past violence, the receiving teacher(s) shall be notified of past behavioral circumstances known by the District as soon as the information is received and verified. ED Code 48201B(1).

**ARTICLE XXII**  
**DURATION AND REOPENERS**

- 22.1 This agreement shall be effective when executed and shall continue in full force and effect until June 30, ~~2019~~2022.
- 22.2 This Agreement represents complete collective bargaining and full Agreement by the parties in respect to wages, hours of employment, and other terms and conditions of employment which shall prevail during the term or terms hereof.
- 22.3 This Agreement shall be in full force and effect from the date of ratification by the parties to June 30, ~~2019~~2022, at which time this Agreement shall expire.
- 22.4 There are reopeners in ~~2017/18~~2020/21 and ~~2018/19~~2021/22 school years for Article VIII Salary and Salary Schedule Rule and Regulations, Article IX Health and Welfare Benefits, and one (1) article each selected by the parties.
- 22.5 In Witness Whereof including, the Association has caused this Agreement to be signed by its President and officers, and the Board has caused this Agreement to be signed by its President and its members, attested by its Secretary.

**Lynwood Teacher Association**  
**LTA/CTA/NEA**

**Governing Board Of**  
**Lynwood Unified School District**

\_\_\_\_\_  
Glenda Arellano, LTA Bargaining Chair

\_\_\_\_\_  
Mr. Gary Hardie Jr., M.Ed., President

\_\_\_\_\_  
Maelanie Galima, LTA Bargaining Team

\_\_\_\_\_  
Ms. Maria G. Lopez, Vice President

\_\_\_\_\_  
Dr. Lydia Hollie, LTA Bargaining Team

\_\_\_\_\_  
Ms. Briseida Gonzalez, MSW, Clerk

\_\_\_\_\_  
Michael Montoya, LTA Bargaining Team

\_\_\_\_\_  
Mr. Alfonso Morales, Esq., Member

\_\_\_\_\_  
Angela Porter, LTA Bargaining Team

\_\_\_\_\_  
Ms. Alma Renteria, Member

\_\_\_\_\_  
Myrna Vergara, LTA Bargaining Team

\_\_\_\_\_  
Dr. Gudiel Crosthwaite, Superintendent

11/19/19  
11/19/19  
M





Human Resources Department

Lynwood Unified School District and Lynwood Teachers Association  
November 19, 2019

11/19/19  
[Signature]  
11/19/19  
[Signature]

1. This Side Letter of Agreement is entered into by and between Lynwood Unified School District ("District") and Lynwood Teachers Association ("LTA"), hereinafter referred to as "the parties" to address the unassigned period per workday for preparation and planning at the secondary level.
2. The Parties recognize the need for LTA members to use the unassigned period to prepare and plan for their classes in order to provide effective instruction to all students.
3. The Parties recognize the need for collaboration by LTA members to provide effective instruction to all students and continue their professional development.
4. LTA maintains that planning periods are increasingly being used by secondary site administration to schedule meetings or trainings, imposing on contractual time allotted for planning and preparation.
5. The District recognizes the need by site administration to require periodically meet with LTA members during the workday, to meet including during the planning period, for the purposes of compliance or on an occasional as needed basis.
6. The Parties agree to review the planning period for LTA members through a committee process:
  - a. The Parties will collaborate on a review of the use of a LTA member's planning period with the goal of completion by April ~~15~~22, 2020.
  - b. Any outcomes or recommendations are subject to negotiations ~~for a reopener agreement~~ and agreement by the parties.
  - c. The District will appoint three members to the review committee and LTA will appoint three members.