

Tentative Agreement

ARTICLE 1: AGREEMENT

- 1.1 This is a binding and bilateral Agreement made and entered into this, ~~12th day of December 2017~~, fifteenth (15th) day of June 2021 between the Livermore Valley Joint Unified School District (hereinafter referred to as the "District") and the Livermore Education Association, local affiliate of the California Teachers Association, and the National Education Association (hereinafter referred to as the "Association").
- 1.2 This Agreement shall be in effect upon ratification through June 30, 2020.
- 1.3 For the term of this Agreement, LEA shall have a "me too" clause regarding across-the-board increases in wages, i.e., if any other recognized exclusive bargaining unit obtains an across the board increase in wages above the amounts granted herein, LEA shall receive the difference between the amount granted to any other unit and the amount specified in this agreement. Should the cost value of the benefit package agreed to with any other unit in negotiations toward a successor agreement, include an increase greater than that agreed to with LEA, the parties shall return to the table to determine how the additional value shall be allocated.

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Tentative Agreement

ARTICLE 3: DEFINITIONS

- 3.1 "Bargaining Unit Member" refers to any full-time, part-time, or job-sharing bargaining unit member who is included in the appropriate unit as defined in Article 2, and therefore covered by the terms and provisions of this Agreement.
- 3.2 "Classroom Teacher" refers to a bargaining unit member who teaches a class of students on a regular basis.
- 3.3 "Day" means a day when schools in the District are in session, excluding Saturdays, Sundays and Summer Sessions unless otherwise defined for a specific article.
- 3.4 "Domestic Partners" are "District domestic partners" and/or "Registered domestic partners."
- 3.4.1 "Registered domestic partner" is a bargaining unit member, who with another individual is registered with the Office of Secretary of State pursuant to California Family Code section 297.
- 3.4.2 "District domestic partner" is a bargaining unit member, who with another individual regardless of gender is not registered with the Office of Secretary of State, but who have completed, signed and notarized the Livermore Valley Joint Unified School District Affidavit of Domestic Partnership (Appendix G).
- 3.5 "General Education Classroom Teacher" refers to an elementary, intermediate middle school, and/or high school classroom teacher, excluding special education teachers and support personnel.
- 3.6 "Itinerant" means a bargaining unit member who travels as part of their assignment.
- 3.7 "Preparation periods" except in emergencies are periods to be used by bargaining unit members for the purpose of counseling with students, conferencing with parents, correcting student work, instructional planning, or other activities related to preparation for teaching duties.
- 3.8 "Specialist" refers to a bargaining unit member employed at the elementary level to provide instruction to students while their classroom teacher is receiving preparation time.
- 3.9 "Year" means July 1 through June 30.

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Tentative Agreement

ARTICLE 5: ASSOCIATION RIGHTS

- 5.1 The Association has permission to use the school buildings before or after regularly scheduled school hours subject to conditions under the "Civic Center Act."
- 5.2 The Association is entitled to use bulletin boards, at least one of which shall be provided at each school site in an area frequented by bargaining unit members.
- 5.3 The Association shall have the right to use mail boxes and other means of communication as long as such use is in compliance with law and there is no cost to the School or District.
- 5.4 Authorized representatives of the Association shall have the right of access at reasonable times to areas in which bargaining unit member's work, for the purpose of transacting official business, provided that this shall not interfere with or interrupt normal school operations.
- 5.5 The Association shall be provided electronic copies of the expanded agenda of Board meetings, including any non-confidential study material sent to the Board after the agenda is distributed, and excluding confidential and executive session material. ~~The District shall provide the Association with information through the Board agenda monthly detailing the hiring of new employees and the rehiring of laid off employees with their full name, gender, subject assignments, employment status, location(s) and FTE.~~
- 5.6 The Association shall have reasonable access to all non-confidential financial reports and documents. When requested, the Association shall be provided with the unaudited actuals, annual budget, and interim reports in the electronic format in which they are provided to the state and county
- 5.7 The Association may request on a yearly basis released time for the President and one other officer. If the Association requests full released time for such officer(s), they shall receive all regular full time salary, STRS, Worker's Compensation, Unemployment Insurance, and other negotiated benefits commensurate with his/her/their placement on the salary schedule, including regular advancement according to accumulated units and longevity. Subject to section 5.7.1 below, the Association shall reimburse the District for that portion of the salary, STRS, Worker's Compensation, Unemployment Insurance and negotiated benefits equal to District replacement cost of that portion of the leave(s) granted. This request may be renewed each year. This request shall be made prior to June 1, and the leave shall take effect at the beginning of the school year.
 - 5.7.1 If a court of final jurisdiction holds that Education Code section 44987 requires reimbursement on a basis other than as provided in section 5.7, the Association and the District shall negotiate language to be implemented for the school year following the decision of the court of final jurisdiction.

5.8 The specific position(s) vacated by Article 5.7 shall be filled on a temporary basis. At the completion of the term(s), the officer(s) may exercise the option of returning to the previously held position(s).

~~5.9 The District shall provide the Livermore Education Association with an accurate roster of the certificated staff indicating the correct time percentage assignment for each bargaining unit member by October 1.~~

~~5.9. New Employee Orientation~~

~~5.9.1. "New Employee Orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or medium, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment-related matters.~~

~~5.9.2. The District shall provide an annual new bargaining unit member orientation for all newly hired bargaining unit members to take place within seven (7) calendar days prior to the first day of classes, except when no new bargaining unit members are commencing employment at the start of any given year.~~

~~5.9.3. Any bargaining unit member(s) hired within seven (7) calendar days prior to the first day of classes or after the start of the school year shall be provided an in-person orientation meeting within thirty (30) calendar days from the date of the hire.~~

~~5.9.4. The District shall provide written notice of the date, time, and location of all new bargaining unit member orientation meetings, by electronic mail, to the Association president and vice-president no later than ten (10) calendar days in advance of orientation meetings.~~

~~5.9.5. In the event the District is unable to comply with the stated advanced notice, the District shall, at the request of the Association, reschedule the orientation meeting and provide advanced notice. If, however, the District provides proof that there was an urgent need critical to the employer's operation that was not reasonably foreseeable, the Association shall be provided as much notice as possible.~~

~~5.9.6. The Association shall be provided no less than ninety (90) minutes of uninterrupted time to communicate with bargaining unit members at new bargaining unit member orientation meetings prior to the start of the school year and sixty (60) minutes at any other orientation meetings during the school year. Such time will be provided as part of the agenda during the meeting day at a time mutually agreed upon by both parties. District administration will excuse themselves during the Association's time.~~

5.9.7. The Association is entitled to invite California Teacher’s Association (CTA) endorsed vendors and CTA staff to the Association portion of the new bargaining unit member orientation meetings.

5.9.8. The Association will have access to the District’s audiovisual equipment for the Association presentation.

5.10 Bargaining Unit Member Information

5.10.1 The following new bargaining unit member information for new hires and previously laid off members shall be delivered to the Association president and vice president in digital format, sorted by last name alphabetically, at the end of each month: name, home address, phone numbers (work, home and cellular), personal (non-district) email address, school site, grade level/assignment, date of hire, seniority date, full time equivalent status, employment status (i.e. probationary, permanent, temporary, etc.), type of credential (clear, preliminary, short-term staff permit, provisional internship permit (“PIP”) or college internship, etc.).

5.10.2 Two (2) times per year, the first by the end of the second full week of instruction and the second by Jan 30, the District shall deliver to the Association president and vice president the following information in digital format for all bargaining unit members sorted by last name alphabetically: name, home address, phone numbers (work, home and cellular), personal (non-district) email address, school site, grade level/assignment, date of hire, seniority date, full time equivalent status, employment status (i.e. probationary, permanent, temporary, etc.), type of credential (clear, preliminary, short-term staff permit, provisional internship permit, “PIP” or college internship, etc.), and indication of whether the District is deducting dues for membership.

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Kelly Manke
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ARTICLE 6: ORGANIZATIONAL SECURITY

- 6.1 Any bargaining unit member who is a member of the Livermore Education Association, CTA/NEA, or who has applied for membership, may sign and deliver to ~~the District Livermore Education Association~~ an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct such dues from the regular salary check of the bargaining unit member each month for ten (10) months. Deductions for bargaining unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- ~~6.2 Any bargaining unit member who is not a member of the Livermore Education Association, CTA/NEA, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided in Section 6.1 of this Article. In the event that a bargaining unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 6.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in Section 6.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.~~
- ~~6.3 Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting Livermore Education Association, CTA/NEA as a condition of employment shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 5021(c)(3) of Title 26 of the Internal Revenue Code:~~
- ~~6.3.1 Foundation to Assist California Teachers (FACT)~~
 - ~~6.3.2 Livermore Valley Education Foundation~~
- ~~6.4 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting bargaining unit member organizations, pursuant to Section 6.3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 6.1 and 6.2 above. Proof of payment shall be in the form of receipt and/or canceled check indicating the amount paid, date of payment, and to whom payment in lieu of service fee has been made. Such proof shall be presented by October 15 of each school year.~~

~~6.5~~ Any bargaining unit member making payments as set forth in Sections 6.3 and 6.4 above, and requesting that the grievance or arbitration provisions of the Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

~~6.6~~

6.2 With respect to all sums deducted by the District pursuant to Sections 6.1 and 6.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such moneys to the Association accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

~~6.7~~ The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 6.2 of this Article.

~~6.8~~ HOLD HARMLESS

~~6.8.1~~ The Association agrees to pay to the District all reasonable legal fees and costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation, and agrees to pay any judgment or settlement liability arising out of such challenges.


~~6.8.2~~ The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed. However, this right shall not impair the District's right to choose its representative in the event of a challenge.

6.3 This article was updated June 2021 to reflect legal changes as a result of the United States Supreme Court ruling of June 27, 2018 titled "Janus vs American Federation of State, County, and Municipal Employees." If the legal system restores the rights of unions to collect "fair share dues" or "agency fees," the contract language from the 2017-2020 Collective Bargaining Agreement, ratified June 11, 2019 will be restored.

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ARTICLE 12: EVALUATION

~~This article will be implemented beginning with the 2009-2010 school year as a pilot program. This article will be an automatic reopener of the collective bargaining agreement each school year thereafter for five (5) years.~~

12.1 Definitions

- 12.1.1 Prime Evaluator - The one administrator designated as responsible for the evaluation of a bargaining unit member.
- 12.1.2 The prime evaluator for a bargaining unit member spending fifty (50) percent or more of his/her time at one school site shall be the principal or his/her designee.
- 12.1.3 The prime evaluator for a bargaining unit member spending less than fifty (50) percent of his/her time at one school site shall be the program administrator. The program administrator shall involve the site administrator served by the bargaining unit member.
- 12.1.4 Observation Summary - The written summary of a formal observation.
- 12.1.5 Final Evaluation Summary - The written summary of the bargaining unit member's performance for the school year.
- 12.1.6 Special Program Administrator - Any program manager who has direct responsibility for a state, federal or categorical project, including Special Education, Title I, S.I.P., Vocational Education, etc.
- 12.1.7 California Standards for the Teaching Profession (CSTP) – Standards for professional teaching practice in California organized around six interrelated categories of teaching practice.
- 12.1.8 Elements – Identified key areas within a domain of teaching in the California Standards for the Teaching Profession.

12.2 General Guidelines

- 12.2.1 Bargaining unit member is informed – By the first Friday in September, each bargaining unit member to be evaluated in a given year shall be informed in writing by his/her prime evaluator and shall receive a copy of the District Personnel Evaluation System Guidelines. For bargaining unit members hired after the beginning of the school year, the Employer shall give notice within 20 days.

- 12.2.2 Permanent bargaining unit member - Bargaining unit members with permanent status shall be evaluated at least once every other year unless under a 5-Year Evaluation Cycle Agreement. Bargaining unit members are not evaluated the first year after they receive permanent status.
 - 12.2.3 Probationary and temporary bargaining unit members - Probationary and temporary bargaining unit members shall be evaluated annually.
 - 12.2.4 Source of data - Sources of data used for evaluation of performance shall include the specific objectives agreed on by the evaluator and the bargaining unit member at the goal setting conference and the duties and responsibilities listed in the bargaining unit member's job description.
 - 12.2.5 Representation – Upon mutual agreement between the District and Union or under extraordinary circumstances, a bargaining unit member may have a union representative with them as an observer during any meeting associated with evaluations and may consult with their representative at any time during the meeting.
 - 12.2.6 In evaluating a unit member the District shall consider mitigating factors including lack of adequate textbooks, reference books, equipment, supplies, materials, storage space, educational technology, and classroom facilities needed to properly perform her/his assigned duties.
- 12.3 Timelines
- 12.3.1 The Goal Setting Conference shall occur by October 15 of the given school year unless modified by mutual agreement.
 - 12.3.2 For permanent bargaining unit members, the first formal observation and post-observation conference shall occur between September 1 and winter break of the given school year unless modified by mutual agreement.
 - 12.3.3 For temporary and probationary bargaining unit members, the first formal observation and post-observation conference shall occur between September 1 and November 15 of the given school year unless modified by mutual agreement.
 - 12.3.4 The mid-year evaluation conference for probationary and temporary bargaining unit members shall take place between December 1 and January 31 of the given school year unless modified by mutual agreement.
 - 12.3.5 The final formal observation and post observation conference shall occur between February 1 and March 30 of the given school year unless modified by mutual agreement.
 - 12.3.6 The final evaluation conference shall take place between February 1 and April 30 of the given school year unless modified by mutual agreement.

12.3.7 The final certificated personnel evaluations summary shall be submitted to the Human Resources Office by May 20 of the given school year, unless the timeline was modified by mutual agreement.

12.4 Procedures

12.4.1 Goal Setting Conference - By October 15, a goal setting conference between the prime evaluator and the bargaining unit member shall be held; at which time the prime evaluator and the bargaining unit member will formulate professional goals based on the CSTPs which will be measured by the evaluation rubric. The rubrics will be discussed during the goal setting conference.

12.4.1.1 The bargaining unit member shall choose one of the six CSTP standards to focus on. Two (2) elements shall be selected within the one (1) CSTP standard for the purpose of evaluation.

12.4.1.2 The evaluator shall choose one of the six CSTP standards to focus on. Two (2) elements shall be selected within the one (1) CSTP standard for the purpose of evaluation.

12.4.1.3 A third CSTP standard may be chosen if the bargaining unit member and the evaluator agree, but a third standard is not a requirement. Two (2) elements shall be selected within the one (1) CSTP standard for the purpose of evaluation.

12.4.1.4 For those bargaining unit members who do not normally perform classroom duties, alternate methods of assessing performance shall be mutually agreed upon by the evaluator and the bargaining unit member at the goal setting conference.

12.4.1.5 A 5-Year Evaluation Cycle Agreement may be initiated or continued during this conference if the bargaining unit member meets the following requirements: (*Also See Article 12.4.7.7)

12.4.1.5.1 Permanent Status with District;

12.4.1.5.2 Employed by the District for at least 10 years;

12.4.1.5.3 Highly-Qualified as defined in 20 U.S.C. section 7801;

12.4.1.5.4 Most recent evaluation indicates bargaining unit member is “meeting or exceeding standards;” and

12.4.1.5.5 Bargaining unit member and evaluator agree in writing.

12.4.1.5.6 Bargaining unit member was formally evaluated not more than four years ago. For example: A bargaining unit member who was formally evaluated in the ~~2010-2011~~ 2020-2021 school year and whom was off-cycle for the

~~2011-2012~~ 2021-2022 school year may continue on a 5-Year Evaluation Cycle Agreement during the ~~2012-2013~~ 2022-2023 school year, ~~2013-2014~~ 2023-2024 school year, and the ~~2014-2015~~ 2024-2025 school years. The bargaining unit member must return to the formal evaluation process for the ~~2015-2016~~ 2025-2026 school year.

12.4.1.5.7 Bargaining unit members starting or continuing a 5-Year Evaluation Cycle Agreement shall discuss their informal goals for the year with their administrator during the Goal Setting Conference. No written documentation is necessary while a bargaining unit member is on a 5-Year Evaluation Cycle Agreement unless an improvement plan is initiated at some time during the school year.

12.4.2 Formal Observation

12.4.2.1 During the school year, the prime evaluator must observe those bargaining unit members who perform classroom duties at least twice for a minimum of twenty (20) minutes for each observation; a total of forty (40) minutes. These observations shall be considered formal observations. One of the formal observations shall be scheduled in advance.

12.4.3 Observation Conferences - The prime evaluator shall be responsible for:

12.4.3.1 Holding a conference with the bargaining unit member within five (5) days of each formal observation.

12.4.3.2 Holding any additional conferences upon the request of either evaluator or the bargaining unit member.

12.4.4 Observation Summary

12.4.4.1 If by the time of the observation conference the prime evaluator has drafted an observation summary, he or she shall share the draft with the bargaining unit member upon request. As soon as possible, but no later than five (5) days after each observation conference, the prime evaluator shall also complete and distribute the observation form. Both evaluator and bargaining unit member shall then sign a summary of each formal observation, indicating receipt by the bargaining unit member. Items not discussed with the bargaining unit member in the observation conference shall not be included on the written observation form, unless a follow up observation conference occurs.

12.4.4.2 Signature of the bargaining unit member shall not imply either agreement or disagreement with the observation summary.

- 12.4.4.3 Bargaining unit member shall be given five (5) days to submit any written comments to be attached to any observation summary.
- 12.4.5 Evaluation Conferences – In addition to observation conferences, the prime evaluator shall:
- 12.4.5.1 Hold a minimum of two (2) conferences within the year with each permanent bargaining unit member being evaluated. These conferences shall be the goal setting conference and the final evaluation conference.
- 12.4.5.2 Hold a minimum of three (3) conferences per year with each temporary or probationary bargaining unit member. These conferences shall be the goal setting conference, midyear evaluation conference, and the final evaluation conference.
- 12.4.6 Improvement Plans: If a bargaining unit member requests and/or prime evaluator determines that the bargaining unit member needs to improve performance, an Improvement Plan will be developed. The bargaining unit member and prime evaluator shall mutually agree to the standards, elements, strategies, evidence, responsible party, and timelines for improvement in the plan. The goal of the parties is to ensure that the bargaining unit member has a full opportunity to improve performance. The member may bring a site rep or other LEA representative to this meeting to provide support and assistance to the Bargaining Unit Member in developing the Improvement Plan. When an improvement plan goal has been achieved, the administrator and member will sign off on the completion form indicating such.
- 12.4.7 Evaluation Summaries
- 12.4.7.1 ~~Both~~ Midyear and final evaluation summaries shall be the responsibility of the prime evaluator.
- 12.4.7.1.1 If the prime evaluator is the site principal or designee, he/she may involve any appropriate special program administrator in preparation of the evaluation summary.
- 12.4.7.1.2 If the prime evaluator is a special program administrator, he/she shall involve the site principal in the preparation of the evaluation summary.
- 12.4.7.2 Evaluation summaries may include observations from other administrative personnel and data from additional documented sources, including complaints pursuant to Article 20.
- 12.4.7.3 The prime evaluator shall indicate on the Final Evaluation whether an improvement plan has been completed or is in progress. Upon completion of the improvement plan the Final Evaluation should reflect whether the bargaining unit member's performance

is satisfactory or unsatisfactory. A bargaining unit member who continues to provide unsatisfactory performance may be subject to the procedures set forth in the Education Code including service of a Notice of Unsatisfactory Performance (E.C. 44938), participation designed to improve performance (E.C. 44664), and dismissal for unsatisfactory performance (E.C. 44932), and these Education Code provisions/procedures shall not be grievable, pursuant to this contract.

12.4.7.3.1 Teachers with an unsatisfactory evaluation will be offered an instructional coach by October 1 of the following school year. An effort will be made to offer the instructional coach by the first day of the next work year.

12.4.7.4 The final evaluation summary and recommendations shall be completed by April 30, unless the timeline was modified by mutual agreement.

12.4.7.5 A copy of the final evaluation summary shall be given to the bargaining unit member and sent to the Human Resources Office by May 20, unless the timeline was modified by mutual agreement.

12.4.7.6 By the time of the evaluation conference or as soon as possible thereafter but no later than five (5) days, the prime evaluator shall give the bargaining unit member the formal written evaluation. Both prime evaluator and bargaining unit member shall then sign the document indicating receipt by the bargaining unit member. Items not discussed with the bargaining unit member in the evaluation conference shall not be included on the written evaluation form, unless a follow up evaluation conference occurs.

12.4.7.7 A 5-Year Evaluation Cycle Agreement may be initiated during this conference if the bargaining unit member meets the requirements outlined in Article 12.4.1.5.

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Tentative Agreement

ARTICLE 21: WAGES

- 21.1 The District shall maintain all aspects of the salary schedule currently in place.
- 21.1.1 Extracurricular.--The procedure for determining salary for all extracurricular assignments shall be attached to and incorporated into this Agreement in Appendix C. There is no obligation on the part of the District to offer the activity. However, if the activity is offered the salary must be paid to the involved bargaining unit member(s).
 - 21.1.2 A revised list of extracurricular stipends shall be incorporated into this Agreement as Appendix D.
 - 21.1.3 Department Chairpersons.--The procedure for determining salary for department chairpersons shall be attached to and incorporated into this Agreement in Appendix F.
 - 21.1.4 Mentoring Teachers shall receive the compensation specified in Article 13.
- 21.2 Bargaining unit members holding degrees above the Bachelor's Degree shall receive the additional pay for each and every degree as listed on the salary schedule on Appendix F.
- 21.3 Beginning with the 2017-2018 school year, bargaining unit members may receive their annual salary in eleven (11) or twelve (12) monthly installments.
- 21.4 The salary schedule shall be set forth in Appendix F which is attached to and incorporated into this Agreement.
- ~~21.4.1 The salary schedule shall increase by 1.0 percent on July 1, 2019, and an additional 2.0 percent on January 1, 2020, for a total of 3.0 percent ongoing.~~
 - 21.4.1 4% retroactive compensation increase covering the 2020-2021 year, payable by July 1, 2021.
 - 21.4.2 3% compensation increase will be ongoing beyond the end of the 2020-2021 school year.
- 21.5 The District shall implement the tax deferral of bargaining unit member contributions to the State Teachers Retirement System also known as the STRS employer 'Pick-up'.
- 21.6 Bargaining unit members shall be credited with a year of service credit provided they work seventy-five (75) percent of the calendar days in a work year. The full-time equivalence of the bargaining unit member's assignment shall not affect the service credit granted. For illustration and not limitation, the following example is included.

Example: A bargaining unit member who teaches one-half (1/2) day (.5 FTE) for seventy-five percent of the school year shall advance one (1) year on the salary schedule and receive seniority credit for that year.

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Patricia Schenk
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Tentative Agreement

ARTICLE 24: RETIREMENT INCENTIVE PROGRAM

- 24.1 The District will provide voluntary retirement incentives for the LEA bargaining unit. A certificated bargaining unit member may initiate application to participate in one of the incentive plans described below. Participation will be approved by the District.
- 24.2 Written application for a Retirement Incentive Program shall be the responsibility of the certificated bargaining unit member. All applications will be processed through the Human Resources Office. It shall be the responsibility of the Human Resources Office to inform the bargaining unit member of the financial implications of the retirement options available. The bargaining unit member shall analyze his/her status with regard to the benefits of each option.
- 24.3 All Retirement Incentive Programs as defined in this Agreement may be initiated during the term of this Agreement. Certificated bargaining unit members wishing to take advantage of one of these retirement incentive programs should make application through the Human Resources Office by February 1 of that year when the bargaining unit member plans to retire.
- 24.4 Option Number One
- Welfare Benefits, (Medical, Dental, Vision) Provided by the District
- 24.4.1 The bargaining unit member shall have attained the age of fifty-five (55) or more.
- 24.4.2 The bargaining unit member shall be receiving STRS or PERS retirement benefits.
- 24.4.3 The bargaining unit member shall have been a full time certificated bargaining unit member of the District for at least ten (10) years or the equivalent of ten (10) years of full-time service (e.g. 20 years as a .5 F.T.E. bargaining unit member) or shall have participated in Option Number Two.
- ~~24.4.4 The level of District contribution toward medical, dental and vision benefits will be consistent with the current benefit contribution provided to all bargaining unit members.~~
- 24.4.4 ~~For bargaining unit members retiring prior to July 1, 2006, benefit coverage will include the bargaining unit member, bargaining unit member's spouse or registered domestic partner and eligible dependents. For bargaining unit members retiring between July 1, 2006 and June 30, 2010, benefit coverage will include only the bargaining unit member. Benefit Coverage will include only the bargaining unit member.~~
- 24.4.5 Bargaining Unit Members ~~retiring after June 30, 2006,~~ may choose to continue medical, dental and/or vision coverage for their spouse or registered domestic partner and eligible dependents by paying premiums through the District benefit program so long as the carrier will provide insurance.

- 24.4.6 The benefits shall continue to age 65 or for not more than seven (7) years after retirement, whichever occurs first. Prior bargaining unit members no longer eligible for Option 1, may choose to continue medical, dental and/or vision coverage by paying premiums for themselves, their spouse or registered domestic partner and eligible dependents through the current healthcare administrator so long as the carrier will provide insurance.
- 24.4.7 After age 65, prior Bargaining Unit Members no longer eligible may choose to continue medical, dental and/or vision coverage by paying premiums for self, spouse or registered domestic partner and/or eligible dependents through the Retiree Benefit Trust Administrator so long as the carrier will provide insurance.
- 24.4.8 Upon electing to participate in this Retirement Incentive Program the bargaining unit member may not return as a regular certificated bargaining unit member of the District.
- 24.4.9 The certificated bargaining unit member wishing to participate in this Retirement Incentive Program shall notify the Human Resources Office by February 1 of that year when the bargaining unit member plans to retire.
- ~~24.4.10 The dependent(s) of a prior bargaining unit member who retired before July 1, 2006 and who died prior to the end of the eligibility period will continue to receive benefits for the remainder of the eligibility period.~~
- 24.4.10 A retired prior bargaining unit member who moves outside the service area of his/her existing health plan may request that the District send the same premium amount currently paid to a different health plan. The prior bargaining unit member may be required to prepay the difference in premium amount to the District in advance of the premium due date. If the District does not receive the prepay amount from the prior bargaining unit member, the District shall not be responsible for any lapse in coverage caused by such failure or delay on the prior bargaining unit member's part.
- ~~24.4.11 The District contribution to retiree health benefits shall be maintained per current contract language until June 30, 2010. For retirements effective on or after July 1, 2010, The maximum District contribution to health benefits shall be reduced from \$10,000 to \$7,500 annually.~~
- 24.5 Option Number Two
- 24.5.1 Pre-Retirement Part-Time Employment Incentive Plan.
- 24.5.2 The certificated bargaining unit member shall have attained the age of fifty-five (55) or more.
- 24.5.3 District and bargaining unit member contributions to S.T.R.S. shall be as though the bargaining unit member received a full time salary.

- 24.5.4 The certificated bargaining unit member shall have been a full time certificated bargaining unit member of the District for at least ten (10) years of which the immediately preceding five (5) consecutive years were full time employment within the District.
- 24.5.5 The bargaining unit member shall receive medical, dental, and/or vision benefits as offered to the full time certificated bargaining unit members of the District.
- 24.5.6 Upon electing to participate in this Retirement Incentive Program the certificated bargaining unit member may not return as a regular full time certificated bargaining unit member of the District except by mutual agreement of the bargaining unit member and the District.
- 24.5.7 The option of part-time employment shall be initiated at the request of the certificated bargaining unit member and can be enacted upon action of the District.
- 24.5.8 The certificated bargaining unit member shall be paid a salary, which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment.
- 24.5.9 The part-time employment shall be equivalent ~~of one-half~~ not less than half (1/2) of the full time of service required by the bargaining unit member contract for the new part-time position.
- 24.5.10 A bargaining unit member may not participate in this plan for more than ten (10) consecutive years.
- 24.5.11 A certificated bargaining unit member who is on part-time status shall advance on the salary schedule in accordance with District guidelines.
- 24.5.12 The District shall develop a standardized form in consultation with the Association, for use in the application and approval process.
- 24.5.13 The final determination as to which certificated bargaining unit member will participate in this program and the form of the part-time employment shall be at the discretion of the District.
- 24.6.14 The District reserves the right to remove a bargaining unit member from this part-time employment plan if demonstrated performance is deemed to be substandard (as per Education Code provisions).
- 24.5.15 Seniority status will apply (as per Education Code provisions).
- 24.5.16 The certificated bargaining unit member wishing to participate in this Retirement Incentive option shall notify the Human Resources Office by February 1, of that year when the bargaining unit member plans to retire.

24.5.17 The bargaining unit member participating in this retirement incentive plan shall participate, if available, in interviews of applicants for the other portion of the bargaining unit member's position.

~~24.6 Option Number Three~~

~~24.6.1 Consultant Service Retirement Incentive Plan.~~

~~24.6.2 The certificated bargaining unit member shall have attained the age of fifty five (55) or more.~~

~~24.6.3 The certificated bargaining unit member shall be receiving S.T.R.S. benefits.~~

~~24.6.4 The certificated bargaining unit member shall have been a full time certificated bargaining unit member of the District for at least ten (10) years of which the immediately preceding five (5) consecutive years were full time employment within the District.~~

~~24.6.5 The bargaining unit member may continue to pay medical, dental and/or vision coverage premiums for self, spouse or registered domestic partner, and/or eligible dependents through the District benefit program.~~

~~24.6.6 Upon electing to participate in this Retirement Incentive Program the certificated bargaining unit member may not return as a regular certificated bargaining unit member of the District.~~

~~24.6.7 A certificated bargaining unit member may not participate in this Retirement Incentive Plan for more than five (5) years.~~

~~24.6.8 No service will be rendered other than those specifically allowed by the Education Code.~~

~~24.6.9 Contract~~

~~24.6.9.1 A contract with the certificated bargaining unit member opting for this Retirement Incentive Program shall be based on the needs of the District and the qualifications and experience of the applicant.~~

~~24.6.9.2 The contract shall include a statement of the compensation which shall not exceed \$5,000 per year.~~

~~24.6.9.3 If a participant in this plan elects to continue medical, dental or vision coverage benefits during the period of the contract he/she shall pay all premium costs to the District.~~

~~24.6.9.4 The bargaining unit member shall be paid a per diem, which is prorated on his/her last year's salary just prior to the initiation of this option.~~

~~24.6.9.5 The District reserves the right to remove a bargaining unit member from this Consultant Service Retirement Incentive Plan if performance is deemed to be substandard.~~

~~24.6.10 The certificated bargaining unit member wishing to participate in this Retirement Incentive Program shall notify the Human Resources Office by February 1, of that year when the bargaining unit member plans to retire.~~

LEA

DocuSigned by:
Renee Haugen
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District

DocuSigned by:
Chris VanSchaack
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DocuSigned by:
Kelly Manke
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Tentative Agreement

ARTICLE 35: TECHNOLOGY

- 35.1 The District will provide a computer with Internet access to each bargaining unit member operating the student information, communication, or data system(s).
- 35.2 The District shall provide any other required hardware necessary to operate any student information, communication, or data system(s).
- 35.3 The District shall provide training and support for bargaining unit members and new hires to utilize any student information, communication, or data system(s) prior to evaluation of members on the use of the system(s).
- 35.4 Once bargaining unit members receive training, they will be required to use the student information, communication, or data system and abide by the guidelines of the system(s) listed below:

Student Information System:

- 35.4.1 Attendance – Bargaining Unit Member(s) will take daily attendance using the student information system.
- 35.4.2 Lunch Count – Bargaining Unit Member(s) at K-5 will take daily lunch counts using the student information system.
- 35.4.3 Attendance Verification – Bargaining Unit Member(s) will sign legally mandated verification forms weekly.

Communication System(s):

- 35.4.4 Voicemail – Bargaining Unit Member(s) will respond to voicemails within 2 working days.
- 35.4.5 E-Mail – Bargaining Unit Member(s) will check email daily and respond to emails within 2 working days.
- 35.4.6 Website(s) – Bargaining Unit Member(s) in grades 6-12 will post their classroom expectations, course syllabi, and major or recurring assignments and exam dates on a District-provided web-based platform.

Data System(s):

35.4.7 In an effort to provide specific and meaningful feedback, improve transparency, and share important information with students and their parents, middle and high school teachers will keep a District-supported online gradebook.

35.4.8 Gradebooks – Student data will be updated no less often than every two weeks, beginning the 4th week of each new trimester.

Bargaining unit members shall not be liable for any breach of student confidentiality caused by electronic storage or maintenance of student records that is through no fault of the bargaining unit member. (See Article 20.10.)

LEA

DocuSigned by:

Renee Haugen

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District

Paul K. Schuch
Kwanke

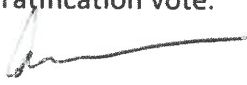
Side Letter Between the
Livermore Education Association and the
Livermore Valley Joint Unified School District

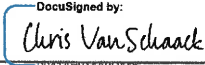
Placement of Newly Hired Speech and Language Pathologists on the SLP Salary Schedule

The Livermore Education Association and the Livermore Valley Joint Unified School District agree to change the following line on the Speech and Language Pathologist Salary Schedule effective immediately:

New hires are placed on the salary schedule from row 1 through row ~~6~~ 12, based on number of years of relevant experience.

Justification: SLPs are a difficult to fill position. This change will allow the District to attract SLPs with experience, minimizing the need to hire outside contractors. Maximum placement is the third year of the first longevity to create parity with the teacher's salary schedule. The change made to the contract language will be incorporated into the contract during the next regularly scheduled contract ratification vote.

Signature for LEA  Date 5/19/2021

Signature for LVJUSD  Date 5/28/2021