

Tentative Agreement between Lynwood Unified School District And Lynwood Teachers Association

**2021-2022 Reopeners
July 1, 2021-June 30, 2022
May 23, 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 2021-2022 Reopeners. This document and the Article 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 through the collective bargaining agreement. For complete information on the Agreement and full details please refer to the language in each Article attached. The following is a summary of highlights.

ARTICLE CHANGES SPECIFIED

VIII. Salary and Salary Schedule Rules & Regulations: Summary of Changes

- **2021-22 Pay and Allowances Provisions (Update Appendix A-E)**
 - A **5%** on schedule increase to the LTA salary schedule retroactive to 7/1/21 for active bargaining unit members (Teachers/Counselors, Adult School, SLP, Psychologists, and ECE).
- **2022-23 Honorarium Pay (Update Appendix F):**
 - Effective July 1, 2022, the District has agreed to update **Appendix F Honorarium Pay** to include:
 - Lacrosse Head Coach (boys/ girls) 6%
 - Lacrosse Assistant Coach (boys/girls) 4%
 - Other CIF Sanctioned Sports Head Coaches 6%
 - Other CIF Sanctioned Sports Assistant Coaches 4%
 - Athletic Directors 8%
- Effective with the 2022-23 school year, the hourly rate of compensation shall be based on Group IV, Step 1.
- Effective with the 2021-22 school year, perfect attendance incentive pay shall be \$500 per semester for 0 days missed per semester only.

- Effective with the 2021-22 school year, members shall receive a one-time stipend of \$2,500 for 25 years of service accrued and a \$5,000 for 30 years of service accrued, beginning with years of service accrued at the end of 2021-22.
- Effective with the 2021-22 school year, the following annual stipends shall be paid out to members with the following certificates, degrees, credentials and/or position(s):
 - National Board Certified Teacher - \$2,500
 - Doctorate Degree - \$2,500 per year
 - BCLAD Dual Immersion Teacher - \$1,500 per year
 - Special Education Credentialed Teacher that is assigned to a Special Education classroom or has a 100% caseload of Special Education students in the following settings: RSP, SDC, CLM, Moderate-Severe, or APE for that school year- \$3,000
 - TK-6th combo classes - \$1,500 per year
 - Early Childhood Part-Day with Supervisor or Director permit - \$1,000

(See Article VIII attached for full details)

IX. Health and Welfare Benefits: No Changes

X. Hours of Employment & Working Conditions: Summary of Changes

- ECE teachers shall be excluded from adjunct duties.
- Hourly compensation for Elementary school unit members who teach approved interventions programs during their preparation/planning time.
- Unit members may not leave campus during preparation/planning time unless conducting District business.
- Splitting students from a classroom is not in the best interest of students and that it is to be done only during emergencies.
- Site leads, site instructional coaches or site digital coaches shall be used to cover staff absences when no substitutes are available unless they are unavailable or are undertaking other responsibilities as determined by the principal.
- 1 hour of pay for Unit members on assignment outside of the classroom when asked to substitute teach for any part of their day at least 2 hours of the school day.
- Language added to align language with state mandated school start times as well as language delineating the start and end time of the 7-hour workday by grade levels (Elementary, Middle, and High School).
- The Districtwide Grade-as-One Committee shall consist of 3 elementary and 3 secondary teachers appointed by LTA to evaluate report card formats and address issues of equity in grading. The committee will be chaired by an administrator selected by the Superintendent or designee.
- Gradebooks must be updated at least monthly on the District's student information system.
- The District will provide a Professional Development Master Calendar in a timely manner.
- One staff meeting shall be reserved for District mandated health and safety training during the months of September or October. For ECE teachers, this shall be reserved for pupil-free days.
- Staff Curriculum Development Committee shall be a part of the Districtwide Curriculum Committee and shall meet quarterly.
- Instructional Assistants requested to be reassigned by a unit member shall be reassigned within 45 days. Newly hired Instructional Assistants shall receive appropriate and timely training.

- Unit member shall be compensated when attending Board approved conferences, trainings and meetings at an hourly rate when scheduled on a non-work day.

(See Article X attached for full details)

XI. Special Education: Summary of Changes

- Clarified that the article does not supersede federal or state laws regarding Special Education.
- Added language that includes and addresses all programs: RSP, SDC, CLM, Moderate-Severe, APE.
- Average SDC class size range extended to Pre-K and TK.
- RSP caseloads shall not exceed 28 pupils at schools not implementing an inclusion model.
- No SAI teacher assigned a blended caseload (RSP/SDC) in high school shall have a caseload that exceeds 20 pupils.
- Education Code language added to speech/language pathologist caseload range.
- Unit members assigned to RSP, SDC, and Moderate-Severe (including Life Skills, CLM, and Behavior-based) shall receive one full release day per quarter upon request to prepare for, facilitate and finalize IEP documents and meetings.
- The District shall provide training to Special Education unit members on the most current District Special Education Handbook as well as professional development to address new instructional materials, academic assessments such as WJ4 and BRIGANCE and IEP technology such as SEIS and Goalbook. Training will happen within 60 days of hire for new employees, and by the end of the first semester for current employees.
- Language added to encourage equitable distribution of inclusion students across all core content area teachers.
- An RSP teacher will not simultaneously be assigned to serve as a resource specialist and teach a regular or self-contained class at schools not implementing an inclusion model.
- RSP teachers will not be required to substitute teach in any classroom unless there is an emergency of a non-recurring nature.
- The Special Education Handbook Committee shall meet to discuss Special Education issues once a quarter, and will include 1 Pre-K Special Education teacher as a member in addition to the already established members of the committee.
- The District Special Education Handbook will be revised and updated by September 1st of each year and made available to all stakeholders.
- The Districtwide Special Education Committee shall meet once a quarter and will have access to the LUSD Special Education Master Plan and Special Education Handbook. The committee shall have an outlined vision and plan for the Special Education program in LUSD by the end of June of each year in preparation for the new school year. Recommendations of the committee will be reviewed by the District and the Association prior to implementation of new services and programs.

(See Article XI attached for full details)

Side Letter Commitments:

- **Stipend Payment:** A separate side letter will be developed and approved which will outline how and when stipends in Article VIII of this Tentative Agreement are paid out.

Attachments:

- **Article VIII Salary and Salary Schedule Rules and Regulations**
- **Article X Hours of Employment and Working Conditions**
- **Article XI Special Education**

ARTICLE VIII

SALARY AND SALARY SCHEDULE RULES AND REGULATIONS

8.1	<u>General</u>
8.1.1	Unit members who serve less than the required annual number of working days for regular full-time unit members in their classification, shall receive salary in the ratio that the number of days actually served bears to the total number of annual working days for that classification. Notwithstanding the above, unit members who serve for one full school semester, shall receive not less than one-half the annual salary applicable to their group and step.
8.1.2	Mandatory deductions from gross earnings are those required by law and include State Income Tax, Federal Income Tax, and State Teachers Retirement System.
8.1.3	Optional deductions are those deductions the unit members may elect to have taken from his/her earnings. Such deductions are made for items and services that are, from time to time, made available to the unit members by Board action. Authorization shall remain in effect continuously until the District receives from the unit member written notice withdrawing the authorization from the deduction.
8.2	<u>Salary Schedules</u>
8.2.1	The Teacher/Counselor Salary Schedule is attached as Appendix A.
8.2.2	The Adult School Teachers Salary Schedule is attached as Appendix B
8.2.3	The Early Childhood Education Teachers salary schedule is attached as Appendix C.
8.2.4	The Speech/Language Pathologist Salary Schedule is attached as Appendix D.
8.2.5	CTE Teachers: Effective July 1, 2017, CTE Teachers will move to the appropriate step/column on the Certificated Teaching Salary Schedule. In the event a current CTE teacher does not hold a Bachelor's Degree from an accredited university, such CTE Teacher shall remain on the Adult School Teachers Salary Schedule. If in the future, such CTE teacher completes a Bachelor's Degree from an accredited university such CTE teacher shall move to the appropriate step/column on the Certificated Teaching Salary Schedule.
8.2.6	The School Psychologist Salary Schedule is attached as Appendix E.
8.2.7	The Honorarium pay schedule is attached as Appendix F.
8.2.8	The District shall implement AB 265 (1989) (Medicare) effective July 1, 1994.
8.3	<u>Initial Placement on Schedules</u>

8.3.1	<p>Credit for service outside the District shall be allowed on the salary schedule at the rate of one increment (step) for one year of comparable service. No initial placement shall exceed step ten (10). Prior service will be allowed on the schedule only if it is within the last fifteen (15) years. Private school experience for step increment on the salary schedule will be accepted, providing the private school is state accredited, the educational program is equal to that which is carried out in public schools, and the unit member in question held a valid credential at time of teaching. Unit members employed to teach vocational education additional subjects may be granted, at the discretion of the District up to four (4) years of credit for appropriate work experience, including work as a journeyman, in lieu of teaching experience. All previous experience shall be verified by official statements by the unit member before experience credit shall be allowed.</p>
8.3.2	<p>All coursework approved for initial placement must be verified by official transcripts. Obtaining official transcripts is the responsibility of the unit member. All transcript verifications must be received within thirty (30) days of the unit member's first day of service. Failure to do so will result in the Districts withholding salary warrants until such documents are placed on file. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule. The accreditation status of a college, university or private school at the time of the unit member's attendance shall prevail. The school shall be accredited by American Universities and Colleges or their regional affiliates.</p>
8.3.3	<p>Unit members whose initial District employment was in programs conducted under contracts with public or private agencies or other categorically funded projects, and then were subsequently employed as probationary unit members with no break in service, shall be credited with the time served in the specially funded program for salary schedule placement and advancement purposes.</p>
8.3.4	<p>Addition of Provision for Critical Service Areas: Newly hired fully credentialed teachers in the critical skill areas of English, Math Science, Bilingual Education and Special Education shall be placed on the Teachers Salary Schedule without restriction with full credit for all prior experience, providing the experience was full-time with a valid Teaching Credential. The District will make the final determination of initial placement on the Salary Schedule.</p>
8.4	<p><u>Vertical Movement</u></p> <p>All unit members shall advance one vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class. Unit members who have been employed in the regular educational program of the District as probationary or permanent members before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects will be entitled to continue on the salary schedule for each year of service while assigned to such restricted programs.</p>

8.5	<u>Horizontal Movement</u>
8.5.1	<p>Course credit for salary placement and movement shall be given only for postgraduate, upper division or graduate coursework taken at four-year colleges, universities or graduate schedules which are accredited by American Universities and Colleges or their regional affiliates.</p> <p>Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds.</p>
8.5.2	<p>Unit members requesting salary reclassification must file such requests with Human Resources no later than August 15 of each year. Supporting records or transcripts verifying post-graduate units of records or transcripts verifying post- graduate units of study that are to apply toward such a reclassification must be filed with Human Resources no later than September 10 of the ensuing school year, for courses completed by September 1 of the school year. If by September 10 the unit member is unable to submit supporting records or transcripts verifying post-graduate units of study that are to apply toward reclassification, official notices in the form of a grade card or letter from the college or institution shall be submitted.</p> <p>Such temporary verifications which indicate satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirements. The unit member shall provide the official transcript or affidavit document to the District as soon as it is available, but no later than December 30.</p>
8.5.3	<p>The burden of proof of training, experience, possession of credentials and other required documents shall lie with the unit member, both for initial placement and for subsequent reclassification. Any error in classification shall be corrected as soon as the error is verified.</p>
8.5.4	<p>Audit courses will not be accepted as training credits valid for salary schedule placement or reclassification. Credit will not be accepted for coursework taken in the armed service, except as it was taken in conjunction with an accredited college or university and can be verified through official transcripts. Coursework taken through a foreign university or other institution which sponsors travel tours for credits, assigned upper division or graduate status, assigned a course title, and given unit value, shall be accepted. Such foreign university or other institution must be listed in the current edition of accredited institutions of higher learning, specified above.</p> <p>If a unit member believes that participation in a lower division course will be of direct benefit to the District and that a similar benefit is not available at an upper division or graduate course level, such unit member may petition the District for a waiver. Such a waiver, if granted, would allow the units approved to be counted for advancement on the salary schedule. Prior to the date of enrollment in lower division courses, the unit member must make a formal application to the District and receive approval in the form of the aforementioned waiver.</p>
8.6	<p>If a student from a teacher training institution is assigned to a unit member for training purposes and the District receives a stipend for this service from the institution, then the unit member to whom the student teacher is assigned shall receive the stipend.</p>
8.7	<p>Per Diem rate of pay for unit members is calculated by dividing the unit member's annual salary by the unit members required days of service.</p>

8.8	A unit member teaching any extended day classes shall be paid for each day taught on the basis of the additional time per day divided by his/her normal teaching hours times the unit member's per diem rate. This does not apply to adult school teaching.										
8.9	Unit members assigned to work extra days beyond those required by Article X, Hours, shall be paid their per diem rate. This does not apply to curriculum workshops or committees, or to summer school teaching which will be compensated at the hourly rate of pay.										
8.10	<p>Anniversary increments as indicated on the Teacher/Counselor Salary Schedule, Appendix A, shall be granted in accordance with the following provisions:</p> <p>(a) To step 15 upon Completion of 14 years of service in the District. (b) To step 20 upon Completion of 19 years of service in the District.</p>										
8.11	<u>Effective with the 2022-2023 school year,</u> the hourly rate of compensation shall be .001 times the salary base at Group # <u>IV</u> , Step 1 of the current Teacher/Counselor salary schedule.										
8.12	Unit members assigned to teach summer school shall be paid at the hourly rate.										
8.13	Unit members assigned to use their personal automobile on District business shall be reimbursed at the monthly allowance of \$45 or at 21 cents per mile.										
8.14	<p>In an effort to encourage attendance of unit members, the following incentive scale shall be used:</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;"><u>Days Missed</u></th> <th style="text-align: center;"><u>Incentive Pay</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">\$250.00500 per semester</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">200.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">100.00</td> </tr> <tr> <td style="text-align: center;">3 or more</td> <td style="text-align: center;">-0-</td> </tr> </tbody> </table> <p>Note: This breakdown will include all of the school year. The only days excluded will be those designated as school business.</p>	<u>Days Missed</u>	<u>Incentive Pay</u>	0	\$250.00 500 per semester	4	200.00	2	100.00	3 or more	-0-
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8.15	<p><u>Salary Schedule Emergency Credential Teacher</u></p> <p>Individuals employed teaching pursuant to an emergency credential shall be limited to initial and continuing placement on Group 1 until they have obtained regular credentials.</p>										
8.16	<u>Career Longevity Pay</u>										
	<p><u>Unit members shall receive a one-time payment in addition to their regular salary in recognition of their service to the District at the following increments:</u></p> <table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;"><u>25 years</u></td> <td style="text-align: center;"><u>\$2,500 one-time</u></td> </tr> <tr> <td style="text-align: center;"><u>30 years</u></td> <td style="text-align: center;"><u>\$5,000 one-time</u></td> </tr> </table> <p><u>Longevity pay would begin with years of service accrued at the end of the 21-22 school year.</u></p>	<u>25 years</u>	<u>\$2,500 one-time</u>	<u>30 years</u>	<u>\$5,000 one-time</u>						
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<u>8.17</u>	<u>Stipends</u>
	<p><u>Unit members holding the following certificates, degrees, credential, and/or position(s) shall receive an annual stipend as provided below:</u></p> <p><u>National Board Certified Teacher - \$2,500</u></p> <p><u>Doctorate Degree - \$2,500 per year</u></p> <p><u>BCLAD Dual Immersion Teacher - \$1,500 per year</u></p> <p><u>Special Education Credentialed Teacher that is assigned to a Special Education classroom or has a 100% caseload of Special Education students in the following settings: RSP, SDC, CLM, Moderate-Severe, or APE for that school year- \$3,000</u></p> <p><u>TK-6th combo classes - \$1,500 per year</u></p> <p><u>Early Childhood Part-Day with Supervisor or Director permit - \$1,000</u></p>

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	<p>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.</p> <p>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 the extended school year. Such selection shall be made prior to July 1st for the prospective academic year.</p>
10.1.4	<p>The 208-day speech/language pathologists work year shall consist of:</p> <ul style="list-style-type: none">○ 185 days during the traditional year;○ A minimum of thirteen (13) days during extended school year; and○ Ten (10) unassigned days scheduled as follows:<ul style="list-style-type: none">○ 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. <p>By June 30th 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 October 1st of each year.</p>

10.1.5	<p>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.</p> <p>The work year for school psychologists shall be 208 days per year. At their option school psychologists may select instead to work a traditional 185 days per year or 198 days per year, with all additional days worked during the extended school year. Such selection shall be made prior to July 1st for the prospective academic year.</p>
10.1.6	<p>The 208-day school psychologists work year shall consist of:</p> <ul style="list-style-type: none"> ○ 185 days during the traditional year; ○ a minimum of thirteen (13) days during extended school year; and ○ ten (10) unassigned days scheduled as follows: <ul style="list-style-type: none"> ○ 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. <p>By June 30th 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 1st of each year.</p>
10.1.7	<p>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 185 days per year.</p>
10.1.8	<p>A Early Childhood Education Teachers assigned to the Full day program shall be 185 work days, with 3 days of professional development as determined by the District, at 8 hours per day, inclusive of thirty (30) minute duty free lunch. The 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 of 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. <u>Early Childhood Education Teachers shall be excluded from adjunct duty as outlined in Section 10.3.</u></p> <p>The schedule for the year and workday shall be set by the Director of Early Childhood Education, in collaboration with Early Childhood Education Teachers.</p>
10.1.9	<p>Unit members will be scheduled for duty free lunch after 11:00 a.m.</p>

10.1.10	<p>The work year shall be outlined in the school calendar and consist of:</p> <ul style="list-style-type: none"> 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), referenced above, may be divided into 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 Pathologists, and Psychologists for the purpose of professional development under LCAP funding. Starting in 2019/20 the three (3) days will be incorporated during the year for Quarter 1, Quarter 2, and Quarter 3. 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.
10.2	<u>Preparation and Planning Time</u>
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. <u>In approved intervention programs directed by the principal, if elementary school unit members teach intervention programs during their preparation and planning time they shall be compensated at the hourly rate.</u>
10.2.2	Early Childhood Education Teachers shall have a minimum forty-five (45) minutes for preparation and planning including 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. 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 (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	<u>Unit members may not leave campus during their preparation and planning time unless conducting District business.</u>
10.2.65	This section shall not apply to counselors, speech/language pathologists, or school psychologists.
10.3	<u>Adjunct Duties</u>
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 that the Speech/Language Pathologist or School Psychologist 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 from choosing to voluntarily participate in adjunct duties.
10.4	<u>Substitute Assignments</u>
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 the hourly rate of pay per period.
10.4.2	<u>The parties recognize that splitting the students from a classroom is not in the best interest of the students' education and learning opportunities. In the event of an emergency, if a TK-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 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.</u>
10.4.3	If no substitute is available, <u>the site lead, site instructional coach or site digital coach shall be considered first to cover the classes. If they are unavailable or have other responsibilities essential to the school operations or safety as determined by the principal, then</u> the principal shall make a determination regarding the distribution of the students, but such distribution shall be on a rotational basis.

10.4.4	<p><u>Unit members on assignment outside of the classroom such as Program Specialists, Instructional leads, Instructional Coaches, Digital Coaches, Counselors, and any other Certificated Teacher that is on special assignment, asked to substitute teach for any part of the day at least 2 hours of the school day, shall be compensated at 1 hour at the hourly rate.</u></p>
10.4.5	<p>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.</p>
10.5	<p>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 shortages 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.</p>
10.6	<p>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 <u>by 8:00 a.m. prior to the start of each workday as shown below.</u> If the unit member arrives after <u>8:00 a.m. the designated time,</u> 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.</p> <p><u>The seven (7) hour workday for the following sites will be:</u></p> <p><u>Elementary Schools: 8am-3pm</u> <u>Middle Schools: 8am-3pm</u> <u>High School: 8:30am-3:30pm</u></p>
10.7	<p>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.</p>
10.8	<p>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.</p>
10.9	<p>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.</p>

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	<u>Grading and Report Cards:</u>
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.a	<u>The Districtwide Grade-as-One Committee shall evaluate Elementary and Secondary report card formats and address issues with equity in grading. The committee shall consist of three (3) elementary and three (3) secondary teachers appointed by LTA. The committee shall meet quarterly. The committee shall be chaired by an administrator selected by the Superintendent or designee.</u>
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. 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. <u>Gradebooks must be updated at least monthly on the District's Student Information System.</u>
10.12.3	The District Minimum Day 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	<p><u>Professional Development</u></p> <p>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.</p> <p><u>A Professional Development Master Calendar shall be provided and updated by the District in a timely manner.</u></p>

	<p>10.13.1</p>	<p><u>One staff meeting shall be reserved for District mandated health and safety training during the months of September or October. For Early Childhood Education Teachers, this shall be reserved for pupil-free days.</u></p>
<p>10.14</p>	<p><u>Curriculum Development</u></p> <p>A Staff Curriculum Development Committee shall be formed which shall serve as a subcommittee <u>be part</u> of the Districtwide Curriculum Committee. <u>This committee shall meet quarterly to determine the academic and scholastic needs of the students in the District which will enable these students to reach content mastery.</u> The committee shall present a recommended program for each school year to the Districtwide 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.</p>	
<p>10.15</p>	<p><u>Instructional Assistants</u></p> <p>Instructional assistants (e.g., Special Education, Bilingual, Early Childhood) 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. <u>If the reassignment is approved, Instructional assistants shall be reassigned within forty-five (45) calendar days.</u></p> <p><u>Newly hired Instructional assistants shall receive appropriate training in a timely manner provided by the District.</u></p>	
<p>10.16</p>	<p><u>Attendance at Educational Conferences, Trainings and Meetings</u></p> <p>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.</p> <p><u>Unit members shall be compensated when attending Board-approved conferences, trainings, and meetings at an hourly rate when scheduled on a non-work day.</u></p>	
<p>10.17</p>	<p>During parent/teacher conference weeks, dismissal of elementary students shall be on a minimum day in accordance with the Districtwide calendar. The remaining portion of the workday shall be used by affected bargaining unit members to prepare for and conduct parent/teacher conferences.</p>	

ARTICLE XI

SPECIAL EDUCATION

11.1	<p><u>Statement of Purpose</u></p> <p>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- <u>or coverage under all federal and state laws regarding Special Education.</u></p>
11.2	<p><u>Class Size and Caseloads</u></p>
11.2.1	<p>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.</p>
11.2.2	<p>The District shall make every effort to equitably assign and distribute <u>Resource Specialists (RSP)</u> 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 <u>Individual Education Program (IEP).</u></p>
11.2.3	<p>The District and the Association shall jointly monitor Special Day Class <u>teachers (SDC) teachers (including Life Skills, Competent Learner Model [CLM], and Behavior-based), Resource Specialists (RSP), Speech/Language Pathologists, School Psychologists, and Adapted Physical Education teachers</u> caseloads to ensure reasonable equity within <u>work assignments.</u> Every reasonable effort shall be made to ensure reasonable equity of case load among unit members with comparable assignments.</p>
11.2.4	<p>The average class size for Special Day Class (“SDC”) sizes shall be within the following ranges:</p> <ul style="list-style-type: none">a. <u>Pre-Kindergarten to 3rd Grade:</u> Eight (8) to ten (10) studentsb. <u>4th to 6th grade:</u> Twelve (12) to fourteen (14) studentsc. <u>7th to 12th grade:</u> Fourteen (14) to sixteen (16) students
11.2.5	<p>No RSP teacher shall have a caseload which exceeds 28 pupils <u>at schools that do not yet implement an Inclusion Model.</u></p>
<u>11.2.5.1</u>	<p><u>No Specialized Academic Instruction (SAI) teacher that is assigned a blended caseload (e.g. RSP/SDC) in high school shall have a caseload which exceeds 20 pupils.</u></p>

	11.2.6	The District shall make every effort to keep the maximum <u>average</u> caseload for speech/language pathologists working with school-aged population students within the recommended range of fifty-five (55) cases-, <u>in accordance with Ed Code 56363.3.</u>
	11.2.7	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-, <u>in accordance with Ed Code 56441.7.</u>
11.3		<u>Individualized Education Programs (IEPs):</u>
	11.3.1	<p>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.</p> <p>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.</p>
	11.3.2	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.
	11.3.3	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.
	11.3.4	<p><u>In order to prepare for, facilitate, and finalize IEP documents and meetings, the District shall provide all unit members assigned to RSP, SDC, and Moderate-Severe (including Life Skills, CLM, and Behavior-based):</u></p> <p>a. <u>one (1) full release day per quarter, at no loss of pay, upon request</u></p>

11.4	<p><u>Special Education Due Process Hearings</u></p> <p>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.</p>
11.5	<p><u>Staff Planning, Collaboration and Professional Development</u></p>
	<p>11.5.1</p> <p>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.</p>
	<p>11.5.2</p> <p>The District shall provide appropriate training to unit members <u>on the most current District Special Education Handbook. The District shall provide Professional Development to address new instructional materials, facilitate academic assessments such as the WJ4 or BRIGANCE, and implement technology such as SEIS and Goalbook to develop IEP documents regarding the use of new instructional materials, assessment models, or technology when requiring unit members to use such tools. New employees will be trained within 60 days of hire. Existing employees will be trained as soon as possible within the start of the school year, but no later than the end of the first semester. In no way will the possible training delay the mandatory implementation of writing and conducting an IEP.</u></p>
	<p>11.5.3</p> <p>To better communicate with staff in articulating and planning for the upcoming school year, the 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.</p>
	<p>11.5.4</p> <p>Special day class teachers, <u>Moderate-Severe teachers (including Life Skills, CLM, and Behavior-based)</u>, resource specialists, speech/language pathologists, adapted PE teachers, and other special education service providers shall be exempt from at least three grade level/department 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.</p>

	11.5.5	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.
	11.6	<u>Inclusion</u>
	11.6.1	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 inclusion pupils.
	11.6.2	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.
	11.6.3	The determination of the size of classes with included pupils will take into consideration 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 <u>must</u> be considered.
	11.6.4	Any unit member who provides instruction to inclusion students shall receive notification within three (3) days of the placement of students.
	11.6.5	If anyone (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 aide to support the classroom. <u>Every effort will be made to equitably distribute inclusion students across all core content area teachers.</u>
	11.7	<u>Resource Specialists (RSP)</u>
	11.7.1	Resource Specialists shall not simultaneously be assigned to serve as a resource specialist and to teach regular <u>or self-contained</u> classes <u>at schools that do not yet implement an Inclusion Model.</u>
	11.7.2	An elementary school resource specialist (RSP) teacher will not be required to serve as a substitute in a regular <u>any</u> classroom unless there is an emergency of a non- recurring nature.
	11.7.3	Resource specialists who are itinerant may not be assigned to more than two (2) work sites.
	11.7.4	Resource specialists shall receive preparation time equivalent to time received by regular classroom teachers at the same school site and level.

11.8	<u>Department/Grade Level Chair</u>
11.8.1	Special Education Department Chairs will serve as the link between school site special education programs and general education departments.
11.8.2	All rights, responsibilities, and stipends granted to other Department/Grade Level Chairs shall be granted to Special Education Department Chairs.
11.8.3	At an elementary school site setting, when three (3) or more special education teachers exist, regardless of their respective grade, this situation will require a Special Education Grade Level Chair.
11.8.4	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.
11.8.5	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.
11.9	<u>Assignment</u> The Special Education Department reserves the right to assign Special Education Teachers to meet the needs of students and District.
11.10	<u>Core Instructional Materials</u> 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.
11.11	<u>Special Education Handbook Committee</u> To facilitate communication and compliance on Special Education issues, the District will establish a committee to discuss special education concerns <u>once a quarter</u> . <u>The purpose of these meetings shall be</u> to 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, <u>one (1) Pre-K special education teacher</u> , one (1) elementary special education teacher, one (1) middle school special education teacher, (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, one (1) high school special education teacher, and two (2) additional educators from the special education department selected by the District.

11.12	<p><u>Special Education Handbook</u></p> <p>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<u>the revised and updated Lynwood Unified School District Special Education Handbook by September 1st of every year</u>, and make it available <u>electronically via shared internal file server to all stakeholders</u>. Such Special Education Handbook shall be maintained and updated annually. The District agrees to fulfill its obligation to meet and negotiate matters in good faith as required under the Educational Employment Relations Acts.</p>
11.13	<p><u>Districtwide Special Education Committee</u></p> <p>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. <u>The Committee shall meet once a quarter. This Committee shall also have access to the LUSD Special Education Master Plan and the LUSD Special Education Handbook. The joint Committee shall have an outlined vision and plan for the Special Education program in alignment with the Mid-Cities SELPA (Special Education Local Plan Areas) by the end of every June, in preparation for the new school year. The District and the Association will review the recommendations from the joint committee prior to the implementation of new services and programs.</u></p>
11.14	<p><u>Special Education Extended School Year</u></p> <p>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.</p>
11.15	<p><u>Speech/Language Pathologists</u></p> <p>Assignments:</p>
	<p>11.15.1</p> <p>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:</p> <ul style="list-style-type: none"> 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.