Collective Bargaining Agreement

Between the

Lakeside Union School District

and the

Lakeside Teachers Association

July 1, 2020 through June 30, 2023

This version of the Collective Bargaining Agreement is a non-board approved compilation of the current three-year contract as amended by the parties' agreement resolving 2020-21 reopener negotiations.

LAKESIDE UNION SCHOOL DISTRICT

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ARTICLE 1: AGREEMENT

1.1 The Articles and provisions herein constitute a bilateral and binding Agreement between the Governing Board of the Lakeside Union School District (hereinafter "District") and the Lakeside Teachers Association, CTA/NEA (hereinafter "Association").

1.2 This Agreement is entered into pursuant to the Educational Employment Relations Act ("hereinafter "EERA") at Government Code sections 3540-3549.3.

1.3 This Agreement shall remain in full force and effect from the date of final ratification by both parties through and until June 30, 2022.

ARTICLE 2: RECOGNITION

2.1 The District recognizes the Association as the exclusive representative for the purposes of the Educational Employment Relations Act (Government Code Section 3540, et seq.). The following positions are included in the unit: Full and Part-time Contracted Elementary Teachers, Full and Part-time Contracted Intermediate Classroom Teachers, Full and Part-time Preschool Teachers, Full and Part-time Contracted Special Program Teachers: Special Day Class, Resource Specialist, Speech Therapy, Instrumental Music, Elementary Music, Full and Part-time Contracted Support Personnel: Counselors, Librarians, Nurses, Psychologists, Elementary Head Teachers and Elementary Teaching Vice Principals.

2.2 The bargaining unit excludes all substitute teachers and classified, management and supervisory employees. The determination of management or supervisory employees shall be made by the District. Disputed designations shall be made by the PERB. The bargaining unit may be modified by mutual agreement or by the PERB.

ARTICLE 3: DEFINITIONS

3.1 **"DAY"—** shall mean any day teachers are required to be on duty unless another definition of "day" is specifically included in any article of this Agreement for purposes of that article(s).

3.2 "**EMPLOYEE**"—shall mean a member of the bargaining unit who is represented by the Association.

3.3 "**IMMEDIATE FAMILY**"—shall mean mother, mother-in-law, father, father-in-law, spouse, domestic partner, son, daughter, brother, sister, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother-in-law, grandfather-in-law, or any relative living in the immediate household of the employee. "Parent" for purposes of this provision includes "biological, foster, or adoptive parents, a step parent, a legal guardian, or other person who stood *in loco parentis* to the employee when the employee was a child, or a spouse's parent." "Child" includes biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person *in loco parentis.*

3.4 "**DISTRICT**"—shall mean the Board of Trustees of the District and any administrator or board member

designated to act in the capacity of a representative of the District.

3.5 "**PERMANENT EMPLOYEE**"—shall mean a member of the bargaining unit who has achieved tenure status in the District.

3.6 "**SUPERINTENDENT**"—shall mean the chief executive officer of the District, or designee.

3.7 "**BOARD**"—shall mean the Board of Trustees of the Lakeside Union School District.

3.8 "**EVALUATOR**"—shall mean the chief administrative officer, or designee, of the school or department to which an employee is assigned and by whom the employee is evaluated.

3.9 **"IMMEDIATE ADMINISTRATOR"—**shall mean that member of the District's management team who has immediate jurisdiction over an employee and who has been designated to adjust grievances.

3.10 **"ASSOCIATION"—**shall mean the Lakeside Teachers Association.

ARTICLE 4: MANAGEMENT RIGHTS

4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control, to the full extent of the law. Included in those powers but not limited to those duties and powers are the exclusive right to: determine the times and hours of operation, including instructional times, determine the kinds and levels of services to be provided, and the methods and means of providing them, establish its educational programs, policies, goals and objectives, insure the rights and educational opportunities of students, determine staffing patterns, determine assignments and reassignments, determine the number of kinds of personnel, maintain the efficiency of District operations, determine the curriculum, build, move or modify facilities, establish budget procedures and determine budgetary allocation, determine methods of raising revenue. The District retains the right to establish and modify the instructional calendar for students. The District retains the right to schedule, reschedule, and cancel any and all classes and instructional programs and activities. The District retains the right to increase instructional minutes to meet state requirements. The District also retains the right to hire, classify, assign, direct, transfer, evaluate, promote, demote, layoff, recall, terminate and discipline employees, and to establish and modify policies and procedures for the conduct of employees. Nothing herein is to be construed as limiting the rights employees have under this agreement and the EERA.

4.2 The parties agree if the District takes action under this article or other provisions of this Agreement and the Association desires to bargain the impacts and effects of said action, the Association will provide a timely bargaining proposal to the District containing the specific impacts and effects sought to be bargained in accordance with the law. The term "timely" under this provision shall mean a maximum of ten (10) District Office business days from the date that the District notifies the Association of the action. Such bargaining proposal shall not postpone implementation of the District's action under this article or other provisions of the Agreement; however, said implementation does not automatically satisfy the District's bargaining obligation. This provision does not allow the District to violate any provisions in this Agreement or to violate any rights of

employees under the California Education Code or the Educational Employment Relations Act.

4.3 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the laws of the State of California. The District additionally reserves the right to determine the impacts of any decision regarding any matters outside the scope of representation.

ARTICLE 5: ASSOCIATION RIGHTS

5.1 **Use of Facilities**. The Association shall have the reasonable use of District facilities at reasonable times outside of duty hours, for the purpose of meetings concerning negotiations, grievance processing and/or Association business related to activities pursuant to its responsibilities under the EERA.

5.2 **Communications.** The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one (1) of which shall be provided in each school building in areas frequented by teachers. The Association is responsible for the content of all its information posted on the bulletin board. The Association may use the District mail service and email service and teacher mailboxes subject to reasonable rules for communication to teachers.

5.3 **Board Agenda.** The Board agrees that the Association will be placed on the Board Agenda when a written request is presented within prescribed time limits.

5.4 **Association Release Time – Negotiations and Grievance Processing.** All negotiating meetings will be scheduled by mutual agreement between the parties. Six (6) negotiators for the Association shall be granted released time without loss of compensation for the time of actual negotiating meetings with negotiators for the District. The Association, with the prior agreement of the Superintendent, may purchase additional released time for up to two additional negotiators for the Association. An Association representative shall be granted released time without loss of compensation to attend grievance resolution meetings scheduled during regular working hours.

5.5 **Association Release Time.** Up to seven (7) days of paid leave per year shall be granted to the Association for the purpose of conducting Association business. The Association agrees to give written notice, whenever possible, to the immediate supervisor at least five (5) working days prior to the use of such leave.

5.6 **Association President Release Time.** The Association President shall be granted 40% (0.4 FTE) paid release time without loss of compensation each school year. The scheduling of the release time for the upcoming school year shall be mutually agreed upon by the Association President and the immediate supervisor. The Association shall reimburse the District by paying for the cost of the 40% (0.4 FTE) teacher hired to replace the Association President at a pay rate equivalent to Class A, Step 1, on the salary schedule in effect at the time, and the Association shall reimburse the District for the costs of all statutory and health and welfare benefits, if any, provided to the replacement employee during the school year (including costs for Medicare, state unemployment insurance, workers compensation coverage, post-employment benefits, State Teachers Retirement System contributions, etc.)

The 40% release time excludes time spent by the Association President on California Teachers' Association (CTA) business. The CTA shall reimburse the District, at the Association President's regular daily rate of pay plus the cost of all benefits including health and welfare, for additional days of release time used for CTA business. When the Association President attends to CTA business on a scheduled 40% release time day, the District will deduct any CTA reimbursement received for that day from the 40% release time invoice the District issues to the Association.

5.7 Elected Officer Release Time. The District shall, upon request, grant to any unit member who is an elected officer of the Association, or any statewide or national public employee organization with which the Association is affiliated, leaves of absence for purposes of attendance by the unit member at periodic, stated, special or regular meetings of the body on which the unit member serves as an officer without loss of compensation pursuant to the terms and conditions of Education Code section 44987 provided that:

1. A report of the duration of such leave shall be made at least three (3) days in advance by the unit member seeking the leave;

2. The District shall not pay for lodging, meals, transportation or other expenses incurred by the unit member during the leave; and

3. The Association shall reimburse the District for the compensation of the unit member during the leave.

5.8 Consult. The District shall, upon request, consult with the Association on the adoption of new curriculum, on professional development programs for unit members, and on professional learning community work, to the extent such matters are within the discretion of the District.

5.9 New Employee Orientations. The District shall provide the Association with access to scheduled orientation meetings for new employees in the bargaining unit and shall provide the Association President with at least 10 days' advance notice of such orientation meetings, except that shorter notice may be provided when there is an urgent need critical to the District's operations that was not reasonably foreseeable.

5.9.1 Orientation meetings for new employees shall normally be scheduled immediately prior to the start of school each year, to take place on the same day(s) when training and other professional development activities are scheduled, except that such orientation meetings may occur more frequently or at other times/days when there is an urgent need critical to the District's operations that was not reasonably foreseeable. The District shall inform the Association President of the time and day that such annual new employee orientations shall normally take place, and shall also inform the Association President when there is an urgent need to schedule such orientations at a different time/day.

5.9.2 The Association shall be granted one hour of uninterrupted time during orientation meetings to communicate with new employees hired to fill bargaining unit positions.

5.10 Employee Contact Information. The District shall provide the Association with the following information in electronic editable secure format for all newly hired employees within 30 days of the date of hire, and shall provide the Association with this same information for all employees in the bargaining unit three times per year, usually at the beginning of October, February and June:

1. Name

2. Job Title/Classification

3. Hire date

4. Department

5. Work location/site

6. Work telephone number

7. Home address

8. Home phone number on file with the District

9. Personal mobile telephone number on file with the District

10. Personal email address on file with the District

5.10.1 The District will not disclose the personal contact information (items 7 through 10 above) of any employee who has elected in writing not to have their personal contact information shared with the Association.

ARTICLE 6: GRIEVANCE PROCEDURES

6.1 DEFINITIONS

6.1.1 Grievance: A "grievance" shall mean an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement that adversely affects the grievant.

6.1.2 Grievant: A "grievant" shall be any member(s) of the bargaining unit including the Association or representatives thereof.

6.1.3 Grievance Representative: A "grievance representative" shall mean any Association representative selected by the grievant to assist the employee in presenting and processing the grievance. An immediate administrator with whom a grievance is filed may also choose a representative in processing grievances.

6.2 GENERAL PROVISIONS

6.2.1 Purpose: The purpose of this procedure is to attempt to secure equitable solutions to grievances. All parties agree that these proceedings will be kept informal and confidential and that the grievant and immediate supervisor should attempt to resolve the grievance at the informal level. This provision, however, shall not preclude the Association from informational efforts relating to grievances that may apply to other unit members.

6.2.2 District Right to Manage: The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to the final solution of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final resolution of the grievance, except where unusual or abnormal safety hazards have been determined to exist.

6.2.3 **Association Rights:** The Association shall have the right to be present at all stages of the grievance procedure without obtaining the grievant's concurrence if the grievant chooses not to have the Association representation. The District agrees that it shall not dispose of a grievance above Level I until it has presented the proposed disposition to the Association, and has given the Association an opportunity to respond to the proposed disposition.

6.2.4 **Witnesses:** The unit member and respondent shall be entitled to include witnesses in any grievance meeting. The names of such witnesses shall be made available to the other party upon request.

6.2.5 **Time Limits:** Although a specific time period is provided for administrative decisions at each level of the grievance procedure, it is recognized that multiple grievance claims must be processed in a sequential manner. Consequently, at each level of the procedure, grievance claims shall be assigned consecutive numbers based upon the order in which written grievances are received.

Administrative personnel shall process such numbered grievances in a sequential manner, following a pattern that first-filed will be first-considered. Regardless of specific time periods provided for decisions at the various levels of this procedure, administrative personnel shall not be required to consider more than one (1) grievance claim per day. An employee who fails to comply with the time limits established in this procedure shall forfeit all rights to apply the grievance procedure for the alleged contract violation.

6.2.6 **No Reprisals:** No reprisals of any kind will be taken by any member or representative of the administration or the Board against any aggrieved person, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

6.2.7 **Released Time:** Representatives and witnesses required to attend grievance meetings during the workday shall be released from responsibilities without loss in compensation.

6.2.8 **Grievance Forms:** Grievance forms are attached to this agreement.

6.3 INFORMAL PROCEDURE

6.3.1 **Level I:** The unit member and the unit member's representative shall meet with the immediate administrator to discuss the potential grievance in an attempt to resolve it informally. If the potential grievance is not resolved at this level, the unit member may proceed to Level II.

6.4 FORMAL PROCEDURE

6.4.1 **Level II:** Within twenty (20) days of the occurrence or within twenty (20) days of when the unit member could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate form to the immediate administrator. The written grievance shall provide for a clear and concise statement of the grievance, the circumstances involved, the decision rendered and the informal conference, and the specific remedy sought.

The immediate administrator shall meet with the grievant and the grievance representative within three (3) days of receiving the written grievance. Within three (3) days of the grievance meeting, the immediate

administrator shall communicate a written decision to the grievant and the Association. If the administrator does not respond within the time limits or the grievant is not satisfied with the decision, the grievant may appeal the decision to the Superintendent within 15 days.

6.4.2 **Level III:** The Superintendent shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent may request a conference within the foregoing limits to discuss the grievance. Either party may be represented at the conference. If the Superintendent does not respond within the time limits, or the grievant is not satisfied with decision of the Superintendent, the grievant may appeal to the next level within fifteen (15) days.

6.4.3 **Level IV:** If the grievant or LTA is not satisfied with the level III response, prior to the submission of a grievance to Arbitration and within fifteen (15) days of the Level III response, either the Association or the District may request that a representative from the California Mediation and Conciliation Service attempt to resolve the grievance through mediation. Mediation recommendations will be advisory to the parties.

If mediation is pursued but does not resolve the grievance, the Association, with written notice to the Superintendent, may file a Demand for Arbitration with the American Arbitration Association or the California Conciliation Service within fifteen (15) days of the final mediation meeting with the mediator.

If neither party requests mediation, the Association, with written notice to the Superintendent, may file a Demand for Arbitration with the American Arbitration Association or the California Conciliation Service within fifteen (15) days of the Level III response.

The mutual selection of the arbitrator and the arbitration proceedings shall be conducted under the voluntary Labor Arbitration rules of the American Arbitration Association.

6.4.4 **Powers of the Arbitrator:** It shall be the function of the arbitrator to make a decision on the grievance, which shall be binding on the grievant, the District and the Association.

The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. The arbitrator shall have no power to resolve any claim or complaint for which there is another remedial procedure established by the Education Code.

The fees and expenses of the arbitrator, and court reporter fees if a court reporter is requested by the arbitrator, shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them. Either party may request a certified court reporter to record the arbitration hearing. The cost of the services and expenses of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they mutually agree.

Hearings held under this procedure shall be conducted at a mutually agreed upon time and place that will afford a fair and reasonable opportunity for all persons entitled to be present to attend, with all unit members receiving released time.

ARTICLE 7: LEAVES OF ABSENCE

7.1 SICK LEAVE. All full-time unit members shall be allowed sick leave allowance for personal illness or injury under the conditions set forth:

7.1.1 For Personal Illness:

1. **Sick Leave Allowance, Full Salary**: Unit members shall be entitled to ten (10) days sick leave with full pay for a school year of service. Unit members who may be assigned to work additional months beyond a school year of service shall be entitled to one (1) day of sick leave for each additional month worked.

2. **Sick Leave Allowance, Partial Salary:** When unit members have exhausted their annual sick leave and their accrued sick leave they shall be entitled to partial salary sick leave in accordance with the following guideline: The accrued sick leave and the partial salary days shall total five (5) months plus one-fourth of the accrued sick leave days or the total number of accrued sick leave days plus one-fourth (1/4) of the accrued sick leave days at the differential rate, whichever is greater. The annual sick leave shall not be counted as accrued leave. In the event that a court rules that the differential pay shall be otherwise computed, this article shall be revised to be in compliance with the law. The additional days, however, shall not be used to extend a sick leave to within one (1) day of the last day of the school year. (e.g., the last two (2) days of the school year will be unpaid, unless the unit member is still within the initial five-month protected period.)

3. **Accumulation**: The number of unused days of full-pay sick leave shall accumulate without limit.

4. **Physician's Certification**: A physician's certification may be required after an illness of seven (7) consecutive days or after twenty (20) days of accumulated absences for illness in any one year.

7.1.2 Use of Sick Leave: Unit members shall be credited with, and may use, their full sick leave allowances as of the first day of their employment year even though they have not been able to report for duty on that day, provided that the unit member notifies the school or Personnel Office of the inability to report because of illness.

7.1.3 Sick Leave without Pay: Whenever a unit member exhausts the paid sick leave allowance, the unit member shall immediately apply to the Superintendent for sick leave without pay for a definite period of time. Such sick leave without pay shall be subject to renewal for a period up to a total of twelve (12) months. In the case of application for sick leave without pay, the unit member shall supply the Superintendent with a doctor's statement. Application for sick leave, without pay, together with a statement of the physician, is to be submitted at least fifteen (15) days before exhaustion of paid sick time allowance whenever possible.

7.2 PERSONAL NECESSITY LEAVE. Personal Necessity Leave is defined as leave granted to the employee because of extenuating circumstances that cannot be disregarded and which necessitate the employee's attention. All bargaining unit members, at their election, may use up to seven days of available fully paid leave provided in Section 7.2 of this Article (sick leave) in any school year in cases of personal necessity, including any of the following:

7.2.1 The illness of a member of the unit member's immediate family.

7.2.2 An accident involving the person or property of the unit member or the person or property of a member of the immediate family of the unit member.

7.2.3 The death of a member of the unit member's immediate family.

7.2.4 Attendance at the funeral of a friend or of a relative not included in Item 7.2.3 above. Approval must be secured from the Building Principal or the Assistant Superintendent prior to leave.

7.2.5 Attendance at a special occasion involving the unit member, a relative of the unit member, or close friends of the unit member. Such absence shall be limited to three (3) days per occasion. At least seven (7) days advance written notice must be given to the Building Principal or the Assistant Superintendent/Educational Services prior to actual date of absence and approval must be secured prior to the leave. This leave is by no means considered to be a vacation leave and requests for paid vacations will be denied.

7.2.6 Leave for other personal necessities may be granted by the Superintendent. The criterion used to approve such leave will be that the reasons for the leave were beyond the immediate control of the unit member and compelled the unit member's presence or participation.

7.2.7 Before the utilization of personal necessity leave an employee must obtain prior written approval from the appropriate management person, except for cases of 7.2.1, 7.2.2, 7.2.3, and 7.2.6 in Section 7.2 above. When the circumstances in 7.2.1, 7.2.2, or 7.2.3 arise, the employee shall make every effort to comply with District procedures to enable the District to secure a substitute.

7.2.8 Under all circumstances, an employee shall verify in writing on an "Absence Report" that the personal necessity leave was used only for purposes as set forth in 7.2.1 through 7.2.6 above. The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay:

1. The days allowed shall be deducted from, and may not exceed, up to seven of the days of fully paid sick leave to which the employee is entitled.

2. Personal necessity leave will not be granted during a scheduled vacation or a leave of absence.

3. Leaves taken in accordance with 7.2.4, 7.2.5, and/or 7.2.6 shall not exceed five (5) days per year in the aggregate.

7.3 The District shall grant five (5) PERSONAL DAYS to full-time certificated bargaining members. The personal days shall be prorated for less than full-time members. The personal days may not be carried over to the next school year. The personal days shall be charged against the sick leave balance of the certificated employee. The personal days cannot be used on the District's Professional Growth day and no more than two personal days may be used in the same week. Unit members are encouraged not to use personal days to extend a holiday, vacation, or weekend. Certificated employees wishing to use more than one consecutive personal day shall notify their supervisors in writing at least a week prior to utilization of their personal days. A certificated employee shall notify his/her site administrator at least twenty-four (24) hours before taking such leave.

7.4 INDUSTRIAL ACCIDENT/ILLNESS LEAVE. An employee shall be granted leave of absence with pay for an absence that is due to an industrial accident or illness in the course of employment in accordance with the following regulations:

7.4.1 Such leaves shall be for a maximum of sixty (60) working days per accident in any fiscal year. In the event that sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to the amount of the unused leave due for the same injury or illness.

7.4.2 Such leave shall not accumulate-from year to year.

7.4.3 Salary received from the District during such leave, plus wage loss benefit checks received under Worker's Compensation laws may not exceed the employee's regular salary. Therefore, all benefit checks received by the employee under Worker's Compensation shall be endorsed to the District, and the District shall pay the employee's normal salary during the period of leave.

7.4.4 An employee receiving industrial accident/illness leave shall remain within the State of California unless approval is given.

7.4.5 An industrial accident or illness means any injury or illness whose cause can be traced to the performance of services for the Board.

7.4.6 An employee, who has exhausted the industrial accident/illness leave, may use regular sick leave, vacation, and any other compensated time off to cover absences caused by industrial accident/illness.

7.4.7 In the event a dispute arises regarding an industrial accident or illness, no leave shall be granted until a determination has been made regarding the case by the State Compensation Office of the Appeals Board. While this dispute is pending, sick leave benefits as prescribed in this agreement may be used. In the event that the dispute is resolved in favor of the employee, the District shall reinstate any used days of sick leave.

7.4.8 When all paid leaves of absence have been exhausted by a certificated employee as a result of industrial accident/illness, such employee shall be placed on a health leave of absence without pay. Such leave is normally granted for one (1) year only, but may be extended for a maximum period of one (1) additional year. If an employee has not sufficiently recovered by the end of the leave period, the employee shall retire (if eligible), resign, or accept dismissal for reasons of health.

Application for reemployment for such employee will be given full consideration when accompanied by evidence of full recovery and ability to meet current employment standards. If an employee who was classified as a permanent employee is rehired within 39 months after the last day of paid service, the Governing Board shall restore all rights, benefits, and burdens of a permanent employee, as provided by law.

7.5 BABY BONDING/PARENTAL LEAVE. Eligible employees may take up to 12 weeks of baby-bonding/parental leave in a 12-month period under the California Family Rights Act for the birth of a child, or the placement of a child in the family for adoption or foster care. An eligible employee may take baby-bonding/parental leave only within the first 12 months after birth or placement of the child. The parental leave will begin at the election of the employee. When both parents work for the District, parents may take a maximum combined total of 12 weeks of baby-bonding/parental leave during any 12-month period.

Eligible employees who are granted baby-bonding/parental leave under the California Family Rights Act (CFRA) for up to 12 school weeks may choose to use fully paid sick leave and/or "differential pay" extended illness leave during the 12-week period. Such sick leave and/or differential pay leave shall run concurrently with the CFRA baby-bonding/parental leave and also with the leave provided for under Education Code Section 44977.5.

Employees that have exhausted all available baby bonding/parental leave may request an additional Board approved unpaid parental leave of absence within the first 12 months after birth or placement of a child.

7.6 PREGNANCY DISABILITY LEAVE. Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, childbirth, and recovery there from under the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child rearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician but shall not exceed four (4) months. Employees are entitled to leave without pay for pregnancy disability leave when sick leave and/or differential pay extended illness leave have been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician.

The employee on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

7.7 ADOPTION LEAVE. All full-time certificated employees may take one (1) day of leave per school year, without loss of salary or benefits, for the purpose of legally adopting a child.

7.8 JURY DUTY/COURT ATTENDANCE UNDER SUBPOENA

7.8.1 Compensation: Certificated employees shall be granted a leave of absence for jury duty or court attendance as specified in Education Code Section 44036 and shall receive as compensation the difference between the compensation received for court service, excluding travel pay, and the employee's salary for the duration of the absence. If the unit member is released from jury duty before 11:00 a.m., he (she) shall report to his (her) administrator as soon as possible.

7.8.2 Notification of District: Upon notification of jury duty, it is the obligation of the employee to immediately inform an immediate supervisor. Bargaining unit members who are called to serve on jury duty during a school day and postpone their duty to a school recess period shall be paid the substitute daily rate for each day that they are called for jury service to fulfill the obligation that was postponed by the unit member. Bargaining unit members who postpone their duties will not be required to return the jury stipends that they receive from the government agencies to the District.

7.9 COURT APPEARANCE (OTHER THAN JURY DUTY). If an employee is subpoenaed as a witness in a case involving the school district, the employee may have time for appearance in court without loss of pay. This provision does not apply when the employee is a plaintiff against the District.

7.10 BEREAVEMENT LEAVE. A regular employee shall be granted necessary leave of absence without loss of pay not to exceed five (5) workdays on account of the death of a member of the employee's immediate family.

No deduction shall be made from the salary of an employee granted such leave, nor shall such leave be deducted from other leaves granted by the Board. All bereavement leave must be properly certified by the immediate supervisor and/or the Assistant Superintendent.

Immediate family members are husband/wife, mother/father, sister/brother, son/daughter, mother-in-law/father-in-law, grandfather/grandmother, son-in-law/daughter-in-law, foster child, step-parent, step-child, and any relative residing in the employee's household. Appropriate documentation may be required.

7.11 LEGISLATIVE LEAVE. A permanent employee who is elected to the Legislature shall be entitled to an unpaid leave of absence for the length of the term or terms in office.

7.11.1 Notification of District: The employee on such leave shall notify the Board of an intended return at least twelve (12) weeks in advance.

7.11.2 Benefits: The employee on such leave shall be entitled to return to employment at the end of the leave but shall not be entitled to any of the other benefits accorded in this contract.

7.12 SABBATICAL LEAVE. An employee who has rendered satisfactory service in the-District for at least seven (7) consecutive years may be granted a sabbatical leave. This leave shall be for the purpose of full-time study and/or research projects. The employee will provide at least two (2) years of service to the District following the sabbatical. A bond to this effect must be provided by the employee.

The Board will consider granting sabbatical leaves to no more than two percent (2%) of the total number of people in the bargaining unit each year.

Sabbatical leave shall be offered in two (2) forms: one (1) full contracted year at one-half (1/2) annual salary; or one-half (1/2) contracted year at one-fourth (1/4) annual salary.

At the expiration of the sabbatical leave of absence, every effort shall be made to return the employee to the assignment the employee held immediately prior to the leave.

The employee on sabbatical leave shall enjoy the same health and welfare benefits as any other employee on full-time assignment.

All applications for sabbatical leaves must outline the proposed program, state prospective benefits to the District, and be submitted no later than February 15th, in accordance with procedures established by the Superintendent.

Applications shall be reviewed by a committee of five (5), including three (3) classroom teachers, the Assistant Superintendent (who shall chair the committee), and one (1) other District Administrator. The committee shall review all applications and render a decision in the best interest of the District. This decision by the committee will then be forwarded to the Board of Trustees for final approval.

7.13 OTHER UNPAID LEAVE. The Board may grant unpaid leave for personal or professional reason. Such leave shall not be for a period of less than one (1) day nor shall it extend longer than one (1) school year. Such leave may be renewed at the Board's discretion. Requests for renewed annual leave shall be submitted by February 15, preceding the school year of leave.

7.13.1 Benefits & Earned Credit: No experience credit shall be earned during the period of the leave. Unless a unit member is entitled to benefits under other articles in this agreement, the unit member shall earn no benefit entitlement during the period of the unpaid leave when such unpaid leave exceeds two months. A unit member on the leave may purchase such insurance protection as is provided to other members of the unit. Such insurance coverage shall not be interrupted and the unit member on leave shall, within the first 30 days of the leave, elect to purchase such insurance.

7.13.2 Leave of Less Than One Year: A leave of less than one year shall be deemed a temporary leave and the employee may return to the assignment held prior to the leave. A leave of one year shall have no assignment rights, either by site, grade level, or subject. A teacher on medical leave shall be given priority to the site or the grade level held prior to the leave.

7.14 FAMILY CARE AND MEDICAL LEAVE

Eligibility:

To be eligible for family medical leave under the federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), an employee must have worked at least 12 months for the District and at least 1,250 hours during the 12 months immediately before the date the FMLA/CFRA leave will begin. Full-time teachers are presumed to work 1,250 hours. These minimum eligibility requirements do not apply to pregnancy disability leave under California's Pregnancy Disability Leave law (PDL). Only those statutory benefits that are in effect at the time that the employee's leave commences shall be provided. Definitions found in the applicable Acts shall prevail over definitions in this agreement.

7.14.1 Purpose: A unit member shall be entitled to an unpaid leave for a maximum of 12 workweeks in a 12-month period for:

a) the birth or placement of a child;

b) the care of a spouse, domestic partner, child, or parent with a serious health condition; or

c) a serious health condition of the unit member that renders the employee unable to perform the functions of the job.

The FMLA also provides eligible employees with the right to up to 26 weeks of unpaid leave in a 12-month period for military caregiver leave and/or qualifying exigency (military) leave.

The twelve-month period shall coincide with the school year and run from July 1 through June 30.

7.14.2 Health Benefits. The district shall pay the costs of health benefits for the period of the leave. In addition, the district shall pay the cost of life insurance. The unit member shall pay the costs of dental insurance and such other optional coverage as is selected by the employee.

If the employee does not return from the leave, the employee shall reimburse the district for the premiums paid during the period of the leave (unless the failure to return is caused by a serious health condition of the employee or other circumstances beyond the employee's control).

7.14.3 Retirement Coverage. The employee shall have the opportunity to make all required contributions to the State Teacher's Retirement System during the period of the leave if done in accordance with STRS Regulations. (If no contributions are made, the period of the leave will not count as retirement service

time.) Whether or not an employee makes payment into the STRS, the employee does not incur a break in district service during the time of the Family Care and Medical Leave.

7.14.4 Special Conditions and Limits.

a) When both parents work for the District, parents may take a maximum combined total of 12 weeks of baby-bonding/parental leave for birth or placement of a child during any 12-month period.

b) Note that "parent," for purposes of this leave, includes "biological, foster, or adoptive parents, a step parent, a legal guardian, or other person who stood *in loco parentis* to the employee when the employee was a child, or a spouse's parent." "Child" includes biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person *in loco parentis*. A child must be either under 18 years of age or an adult dependent child.

c) Foreseeable leaves should be requested 30 days prior to the commencement of the leave and within five working days from when the need for the leave first became known. Unforeseeable leaves shall be requested as soon as feasible and reasonable.

d) If the unit member's need for a Family Care and Medical Leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of the operations of the district.

e) Certification by a health care provider is required for all medically related leaves. The district reserves the right to request an independent opinion from a second health care provider at the district's expense. If the opinions differ, a third medical care provider-- one who is jointly designated and paid by the district--shall make a final and binding ruling.

f) Paid sick leave and extended differential paid sick leave will not run concurrently with any FMLA/CFRA leave for the employee's own serious health condition.

7.14.5 Leaves Terminating Near End of Contract Year:

a) The employee must remain on Family Care and Medical Leave during the last 10 working days of the contract year if a child- or parent-related leave of more than 10 working days duration commenced during the last 25 working days of the contract year and is scheduled to terminate during those last 10 working days.

b) The employee must remain on Family Care and Medical Leave during the remaining working days of the contract year if a child- or parent related leave of more than 5 working days duration is scheduled to terminate during the last 10 working days of the contract year.

7.14.6 Intermittent Leave. Intermittent/reduced schedule leave may be taken when medically necessary to care for a seriously ill family member, or because of the employee's serious health condition.

The minimum intermittent leave duration for baby bonding/parental leave is two weeks but the District will grant a request for baby-bonding leave of less than two weeks' duration on any two occasions.

Employees needing intermittent/reduced schedule leave for foreseeable medical treatment must schedule the leave so as not to unduly disrupt the District operations, subject to the approval of the employee's health care provider.

If an employee needs intermittent leave or a leave resulting in a reduced schedule, and the employee would be on leave for more than 20 percent of the total number of working days over the period of leave, the district may require the employee to choose either to:

Take leave for a period of a particular duration, not greater than the duration of the planned treatment; or

Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

7.15 CATASTROPHIC LEAVE

7.15.1 Upon written request, the Superintendent or designee may authorize a permanent employee to donate up to a maximum of ten (10) workdays of eligible leave credits to another permanent employee pursuant to Education Code section 44043.5 when that employee or that employee's family member suffers from a catastrophic illness or injury. Each request will be considered on a case-by-case basis, considering both the circumstances of the employee and any operational constraints of the District. The donation and receipt of such sick leave credits are subject to the following conditions:

7.15.1.1 "Catastrophic illness or injury" is defined to mean an illness or injury that is expected to incapacitate an employee or a member of the employee's family for an extended period of time, which incapacity requires the bargaining unit member to take time off from work or care for that family member for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and any other paid time off.

7.15.1.2 "Extended period of time" is defined to mean more than ten (10) consecutive workdays.

7.15.1.3 "Eligible leave credits" are defined to mean sick leave accrued to the donating employee, to the extent that the employee is otherwise eligible for such leave. An employee cannot donate future sick leave that has not been accrued, and cannot donate sick leave which will result in the employee having less than ten (10) accumulated sick leave days. Nothing in these provisions on catastrophic leave expands the purposes for which sick leave can be used under other applicable provisions of this Agreement or applicable law.

7.15.1.4 "Family member" is defined to mean the employee's spouse, domestic partner, parents, parents-in-law, siblings and children. "Parent," for purposes of this leave, includes "biological, foster, or adoptive parents, a step parent, a legal guardian, or other person who stood *in loco parentis* to the employee when the employee was a child, or a spouse's parent." "Child" includes

biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person *in loco parentis*.

7.15.2 The employee who is, or whose family member is, suffering from a catastrophic illness or injury and who is requesting that eligible leave credits be donated:

7.15.2.1 Must request in writing to the District office that eligible leave credits be donated. The request must be submitted at least ten (10) days before the employee wishes to use the donated leave credits.

7.15.2.2 Must provide written verification of the catastrophic injury or illness by a physician to include the anticipated length of disability.

7.15.2.3 Must exhaust all accrued paid leave credits, including all days of partial pay sick leave.

7.15.2.4 Must use all leave credit that he or she continues to accrue on a monthly basis before receiving paid leave credits that are donated under this provision.

7.15.3 An employee who chooses to donate eligible leave credits:

7.15.3.1 Must provide written notice to the Superintendent or designee of the intent to transfer the eligible leave credits.

7.15.3.2 Must donate eligible leave credits of a minimum of the definition of a total workday.

7.15.3.3 Must acknowledge in writing to the Superintendent or designee that the employee understands that he or she cannot revoke the donation of the eligible leave credits because all transfers of eligible leave credits are irrevocable and binding. The donating employee must sign and date this acknowledgment.

7.15.3.4 Although more than one employee may donate eligible leave credits to the requesting employee, the cumulative maximum number of workdays the requesting employee may receive is sixty (60) workdays per school year, and the maximum number of workdays donated by any employee shall be ten (10) per school year.

7.15.3.5 The Director of Human Resources will verify eligibility to receive leave credits due to the employee's (or his or her family member's) catastrophic illness or injury. A decision that an employee is not eligible to receive donated leave credits is not subject to the Grievance Procedure, however, the decision may be submitted to the Superintendent and Association President for review.

ARTICLE 8: ACCOUNTABILITY (EVALUATION)

8.1 EVALUATION

Classroom teachers will be evaluated based on the California Teaching Standards. Certificated employees in non-teaching positions and other non-classroom certificated assignments (for example, speech and language pathologists, social workers, counselors, librarians, nurses, TOSAS, etc.), may have the option to use assignment appropriate professional standards in their evaluation. Each probationary certificated employee shall be evaluated

at least once each school year. Each permanent certificated employee shall-be evaluated every other school year unless the District and the permanent certificated employee, employed at least ten years, and whose previous evaluation rated the employee as developing or proficient, mutually agree to the performance of an evaluation every five years. If such agreement occurs, either the employee or the evaluator may withdraw from such agreement at any time. A meeting will be held to provide reasons for the return to the two-year cycle at the request of either the employee and/or the evaluator.

Any formal evaluation made pursuant to this Article shall be reduced in writing and a copy given to the unit member thirty (30) calendar days before the last school day scheduled on the calendar, or in the case of any such employee employed on a twelve- month basis no later than June 30 of the year in which the formal evaluation is made.

An employee shall have the right to initiate a written response to the formal evaluation finalized pursuant to this Article. This written response shall be placed in the permanent personnel file of the employee.

8.2 EVALUATION PROCEDURE

Components of the evaluation process:

1. Review the Evaluation Process and Documents with employee by September 30.

2. Conduct Goal Setting Conference by October 15.

3. Conduct Observations as outlined in the goal setting conference (which could include scheduled, invited and/or drop-in).

4. Provide Coaching Sessions as needed (ongoing).

5. Review any Anecdotal Notes (ongoing by both educator and administrator).

6. Conduct Mid-Year Progress Conference (as needed) by February 15.

7. Conduct End-of-Year Summary Conference by May 15.

8. The end-of-year Summary Evaluation is due thirty (30) calendar days before the last school day scheduled on the calendar, or in the case of any employee employed on a twelve-month basis no later than June 30 of the year in which the formal evaluation is made.

8.2.1 GOAL SETTING

During the Goal Setting conference, the administrator and certificated employee shall mutually agree upon the selection of the standards and elements that will be the focus of the evaluation cycle. No more than two standards/goals shall be selected and they shall align with school and district goals. Only the agreed upon standards/goals are included in the final Evaluation Summary. During the Goal Setting conference, the

administrator and teacher shall agree on a coaching and observation plan.

8.3 UNSATISFACTORY EVALUATIONS

If a unit member is rated "unsatisfactory" in one or more areas of the Summary Evaluation, a Detailed Assistance Plan (DAP) shall be provided to the unit member that will include an outline of specific performance goals, recommendations, strategies and formal and informal observations. Recommendations and strategies for improvement may include the PAR plan, mentoring and/or other support and assistance provided by peers.

When any permanent unit member has received an unsatisfactory evaluation, the District shall annually evaluate the unit member until the unit member achieves a proficient or developing summary evaluation or is separated from the District.

8.4 SAFEGUARDS

All monitoring or observation of the work of a unit member shall be conducted openly and with full knowledge of the unit member. The use of electronic listening or recording devices shall be prohibited except as provided for by law. Matters that may be used to evaluate a teacher shall be brought to the teacher's attention, in writing, within five (5) working days following the date when the administration becomes aware of the matter.

Although a classroom visit does not require a pre-conference or mutual agreement, an evaluator-teacher conference is required if a written summary of the visit is developed by the evaluator.

No unit member shall be evaluated by another unit member.

Evaluation of performance shall not be predicated upon any material of a derogatory or critical nature that has been received by the evaluator, or the district, from pupils, parents, citizens or other employees unless the requirements of Board Policy and Administrative Regulation 1312.1 (Complaints Concerning District Employees) have been adhered to. Evaluation of performance shall not adversely reflect lawful, non-school related activities of the unit member.

A unit member shall not be evaluated based on the results of any standardized test.

All forms used in the evaluation process shall be mutually agreed upon by the parties.

Disputed evaluations may be appealed to the Superintendent.

8.5 DISCIPLINE

8.5.1 Authority: This Article is entered into pursuant to Section 3543.2(b) of the Government Code.

8.5.2 Definition: A unit member shall not be disciplined without just cause. The term "discipline" under this Article shall be suspension without pay for no more than fifteen days. The term "discipline" specifically does not include negative or adverse evaluations, warning, directives and the implementation of other Articles in the Agreement, such as the denial of any leave.

8.5.3 Notice: A unit member shall not be disciplined without prior notice and informal opportunity to respond to charge(s).

8.5.4 Progressive Nature: Except in cases of serious misconduct, an oral warning or a written reprimand will normally precede discipline under this Article.

ARTICLE 9: SAFETY CONDITIONS OF EMPLOYMENT

9.1 **UNSAFE CONDITIONS**. Unit members shall notify their immediate supervisor in writing concerning an unsafe condition in the District directly affecting their physical welfare. Their immediate supervisor shall investigate said reported unsafe conditions and advise the employee of any findings and suggested corrective action.

9.2 **USE OF FORCE.** Unit members may use reasonable force as is necessary to protect themselves from attack, to protect another person or property, to quell a disturbance threatening personal injuries, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil.

9.3 **ASSAULT/THREATS.** Whenever any employee is attacked, assaulted, or physically threatened by any pupil at work, it shall be the duty of the employee, and the duty of any supervisor who has knowledge of the incident to promptly report the incident to the appropriate law enforcement authorities. Whenever any employee is attacked, assaulted, or physically threatened by a non-pupil at work, a supervisor who has knowledge of the incident shall promptly report the incident to appropriate law enforcement authorities. The Superintendent shall be notified of any instance of an employee being attacked, assaulted or physically threatened at work.

9.4 **SUSPENSION OF PUPILS.** A teacher may suspend any pupil from that teacher's class for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal for appropriate action. Said action will not require other teachers to accept the suspended student into their classrooms as per Education Code Section 48910. Teachers shall notify parents and request a conference.

9.5 **SERIOUS DISCIPLINE PROBLEMS.** When, in the judgement of a unit member, a student presents a danger to self, other students, and/or school personnel, the unit member will present this information in writing to the immediate supervisor so that preventive action may be taken.

9.6 **WORKERS' COMPENSATION.** Unit members shall be provided coverage under the terms and conditions of the District's Workers' Compensation Program and an illness leave provision for any injury or illness arising out of or in the course of their employment.

9.7 **PERFORMANCE OF TASKS.** Unit members shall not be required to work or perform tasks under conditions that have been determined to be unsafe or to endanger the health, safety, or well-being of the unit member.

9.8 **PROPERTY DAMAGE.** An employee whose person or property is injured or damaged during the course and scope of employment may submit a request for reimbursement to Business Services and/or a claim under the California Tort Claims Act (CTCA). An employee whose person or property is injured or damaged during the course and scope of employment by willful misconduct of a pupil or another person may request that the District

initiate legal proceedings to recover damages for injury caused by the willful misconduct of that individual. The provisions of the CTCA are not altered by this article. Response to claims pursuant to the CTCA and decisions to initiate legal proceedings are solely within the discretion of the Governing Board.

ARTICLE 10: TRANSFERS AND REASSIGNMENTS

10.1 Definitions

"Displaced employee" is defined as a permanent or probationary unit member who has been transferred or reassigned due to enrollment and/or program changes.

"Involuntary Transfer or Reassignment" is a movement which is initiated and implemented by the Superintendent or designee.

"Reassignment" is the movement of a unit member to a different assignment within the same site or in some cases within the Special Education Department District-wide.

"Seniority" shall commence on the first day of employment as a probationary employee or upon the first day of re-employment if an employee previously resigned from the District. If a previously employed permanent employee is rehired within 39 months of resigning, the break in service will be disregarded (Education Code section 44931). If an employee served one year as a temporary employee immediately prior to a year as a probationary teacher, seniority shall begin with the first day of service as a temporary employee in that year which serves as the first probationary year.

"Transfer" is defined as the movement of a unit member from one site to another.

"Vacancy" is defined as any position not currently filled by a probationary or permanent unit member after the principal has determined assignments for the upcoming school year. A leave of less than one school year shall not be considered a vacancy to be filled in accordance with the procedures in this Article.

"Voluntary Transfer or Reassignment" is a movement which is initiated and requested by the unit member.

10.2 Vacancies and Posting Procedures

10.2.1 By May 1st the District shall survey all employees regarding their intention to return and their interest in a different assignment (site, subject or grade level), and the principal shall consider such survey results when making assignments in the Spring for the upcoming school year.

10.2.2 When a vacancy occurs at a school site, the principal will notify all unit members assigned to that site of the opening within two (2) days. Unit members at the site will have at least three (3) days after the notification of the vacancy to request a reassignment prior to that position being posted district wide.

10.2.3 Vacancies shall first be filled by qualified displaced employees. When a vacancy exists that is not filled by a displaced employee or by reassignment, the principal will advise the Human Resources Department within five (5) business days. The Human Resources Department shall prepare a posting of all current vacancies that shall be sent to all school sites within five (5) days of being notified by the site administrator. The posting shall include the location, grade level or subject matter assignment, and experience and credential requirements, if necessary or specifically applicable. Such notices shall be

posted at least five (5) days at the District office, and at each school site, and emailed to all District staff. Unit members desiring to apply for a transfer to those vacant positions may do so by indicating their request via an email or written request to the Human Resources Department during the posting period. If no unit member is selected for transfer to a vacancy, then the District may recruit from outside the District.

10.2.4 These posting procedures apply to vacancies posted between April 1 and a date which is two weeks before the first day of school for students for the upcoming school year.

10.2.5 In the event a unit member is notified of a transfer to a posted vacancy and subsequently the vacancy does not materialize because of factors not under the direct control of the District or the unit member, the unit member may remain in the original position.

10.3 Voluntary Reassignment

10.3.1 Unit members requesting a reassignment shall notify the principal in writing and shall be given consideration for the position, however, displaced employees shall receive priority to fill a reassignment.

10.3.2 If a request for a reassignment is denied, then the unit member may request a meeting with the principal to discuss the reasons for such denial. An Association representative may accompany the unit member if he or she so desires.

10.4 Voluntary Transfer

10.4.1 Any unit member may request, in writing, voluntary transfer after completing one (1) year of probationary service in the District. The District shall grant requests for voluntary transfers by qualified unit members who are displaced due to enrollment and/or program changes.

10.4.2 Voluntary transfers shall be based upon whether or not the voluntary transfer serves the educational needs of the District, as determined by the Superintendent or designee.

Primary consideration for transfers shall be seniority followed by these factors:

1. District or school site programs.
2. Skills and abilities which support special programs and/or to meet the needs of students.
3. Credentials
4. Qualifications for the position.
5. Professional training and experience.
6. Change in enrollment.
7. Seniority will be the primary consideration only for those unit members whose most recent performance evaluation is rated overall as "developing" or better.

10.4.3 If a voluntary transfer request is denied, the affected unit member may request a meeting with the Superintendent or his/her designee to discuss the reasons for such denial. Upon request, the Superintendent or his/her designee shall provide the unit member with a written statement of the reasons

for the denial. The unit member may be accompanied by an Association representative if he/she so desires.

10.5 Involuntary Transfers and Reassignments

10.5.1 Involuntary transfers and reassignments shall be based upon whether or not the involuntary transfer or reassignment serves the educational needs of the District, as determined by the Superintendent or designee.

Primary consideration for transfers shall be as follows:

1. District or school site programs.
2. Skills and abilities which support special programs and/or to meet the needs of students.
3. Credentials
4. Qualifications for the position.
5. Professional training and experience.
6. Change in enrollment.
7. Operational needs.
8. Unit members with less seniority.

10.5.2 A notice of involuntary transfer or reassignment shall be given in writing to the unit member as soon as it is known. The reasons for transfer or reassignment shall be explained to the unit member by the site supervisor prior to the formal announcement.

10.5.3 An involuntary transfer or reassignment shall not result in the loss of seniority or any health or welfare benefit to a unit member.

10.6 Assignment of Temporary Teachers

Temporary teachers shall not be assigned until all vacancies and any principal directed reassignments have been filled in accordance with this article.

10.7 Reduction in Classrooms

A reduction in classrooms that results in a surplus of teachers at a site shall be resolved by first transferring staff members who volunteer to transfer and then the least senior members of the staff.

10.8 Preparation Time/Moving

If a unit member is involuntarily transferred to another site, an instruction free duty time of two (2) days (or the paid equivalent calculated at the hourly rate specified in Article 15 x 6.75 hours per day) for closing out and preparation and orientation in the receiving school shall be provided. The District shall provide transportation and the labor to move the unit member's materials to the new assignment. One day of release time will be provided for relocation at the same site for an involuntary reassignment (or the paid equivalent calculated at the hourly rate specified in Article 15 x 6.75 hours per day).

10.9 Assignment to Combination Classes

Combination classes shall not be deemed to be a permanent assignment. Whenever a combination vacancy occurs, first consideration shall be given to an employee at the site who volunteers. The principal may assign the teacher deemed most appropriate by virtue of training and experience. No teacher may be assigned to a combination class for consecutive years except by a mutual agreement between the teacher and the principal or when the prevalence of combination classes precludes such a provision.

ARTICLE 11: HOURS OF EMPLOYMENT

11.1 LENGTH OF WORKDAY. The length of the workday for each full-time unit member, shall be six (6) hours and forty-five (45) minutes per day. Up to five additional minutes can be added to the work day as deemed necessary by the Superintendent. A duty-free lunch period of at least thirty (30) consecutive minutes shall be included in the workday. Teachers shall arrive at work and be on duty at least twenty (20) minutes prior to school starting, or at the scheduled start time of a District-wide professional growth and learning activity. Teachers may leave when their professional assignment and/or duties are completed.

11.1.1 Professional Assignments/Duties: Instruction; instructional activities; preparation activities; campus and student supervision; parent conferences and meetings, staff, departmental and faculty meetings; tutorial and guidance assistance to students; professional growth and in-service meetings; student diagnostic and assessment activities; student records activities that pertain directly to classroom instruction and attendance or as mutually agreed upon at each site; curriculum development; instructional materials development; District committee assignments, open house, back to school night or Kindergarten orientation. Teachers required to return to attend open house, parent conferences, back to school night, Kindergarten orientation or District-wide professional growth and learning activities shall be permitted to leave campus as soon as pupils are safely dismissed and their professional duties are completed, except on days when site early release meetings are held.

11.1.2 Extra Curricular Services: Teachers shall, under the direction of the immediate supervisor, be requested to render service associated with public school observance: supervision of students at school-sponsored or approved activities. Should any of these services require duty in the evening hours, the teacher's immediate supervisor may permit unit members to leave, on the day of the event, their assigned campus as soon as pupils are safely dismissed and their professional duties are completed.

11.1.3 Student Early Release Days: On early release days, ninety (90) minutes of the two-hours following students' release will be scheduled by the District and/or site administration for activities such as meetings, training, professional development, and professional learning communities. However, one Wednesday/early release day a month will include one continuous hour of member-directed classroom development.

11.1.4 Professional Learning Communities: Professional Learning Communities are understood to be: an ongoing process through which teachers and administrators work collaboratively to seek and share learning and to act on their learning, their goal being to enhance their effectiveness as professionals for students' benefit.

PLC work will include site and grade level collaboration, district job alike collaboration, individual teacher collaboration on classroom data or instructional analysis, staff collaboration on site data, other collaboration activities appropriate for supporting the School Plan for Student Achievement or other staff development opportunities.

11.1.5 District may convene District-wide professional learning community sessions that start after the latest school is dismissed up to four (4) times per school year. The District shall attempt to schedule these meetings to minimize wait time for teachers working at early release schools.

11.1.6 Adjunct/Curriculum Duties: All site certificated staff and the administration will jointly identify district and site adjunct duty needs which may include a time commitment during and/or after school hours. Administration and staff will encourage an equitable distribution of duties and provide the required number of staff names to complete the assignments at the site prior to June 15th, of the current school year. The adjunct duty sign-ups will be available at a staff meeting of the new school year with the date and time of that meeting posted prior to the event. An employee will not be required to serve a particular adjunct for a longer term of two (2) consecutive years, unless mutually agreed upon between the employee and the site administrator and there's no other volunteer.

Certificated staff members who do not sign up for an adjunct duty will, with the site administrator, discuss and sign up for current or alternative adjunct duties as assigned by the site administrators.

ARTICLE 12: CLASS SIZE (This Article was Amended during 2020-21 negotiations, effective 6/24/21)

12.1 PUPIL-TEACHER RATIOS: The following school site pupil-teacher ratios shall be the guidelines for establishing class sizes throughout the Lakeside Union School District.

TK-3	24:1
4-5	28.5:1
6-8	27.5:1
Independent Study	30:1

Special Education: The District will comply with state requirements governing class size and caseloads in special education. If special day classes average more than 13 students, or if any one class exceeds more than 14 students, for more than ten days, the Special Education Director, teacher and administrator will meet to find a resolution and, if the issue remains unresolved, a class-size committee shall be convened to make recommendations.

12.2 SITE CLASS-SIZE COMMITTEE: When a class (K-5) exceeds 31 students for a period of seven (7) consecutive days, the class size committee shall meet within three (3) school days following the seventh day. That committee shall be comprised of the site principal, the unit member, the site representative and any other certificated staff members such as shall be mutually agreed to by the site committee. The committee may recommend a mutually satisfactory solution that may go into effect on the eleventh consecutive day of the excess

class size. Such recommendation shall have the approval of the Superintendent or designee prior to implementation.

ARTICLE 13: CalSTRS REDUCED WORKLOAD PROGRAM, SHARED CONTRACTS AND PART TIME EMPLOYMENT (This Article was amended during reopener 2021-21 negotiations, effective 6/24/21)

13.1 CalSTRS REDUCED WORKLOAD PROGRAM - PART-TIME RETIREMENT.

The Reduced Workload Program allows eligible unit members to reduce their workload to no less than half time, and receive the same credit toward retirement under the California State Teachers' Retirement System (CalSTRS) that a unit member would have received if he/she had been employed on a full-time basis. Although earnings are reduced when participating in this program, unit members and the District contribute an amount which is based upon a full-time salary.

Criteria for Eligibility for Reduced Workload Program: Approval shall be granted by the District Governing Board to eligible employees and is subject to approval by CalSTRS. Unit members are encouraged to contact CalSTRS to verify their eligibility and program requirements for the Reduced Workload Program.

13.1.1 Age: The member must have reached the age of fifty-five (55) prior to the date upon which the reduced workload program is to become effective.

13.1.2 Duration: Part-time service is limited to a period not to exceed five (5) years. Upon completion of the reduced workload program, unit members may with District approval return to regular full-time employment up to the maximum[EG1] number of years allowed by law.

13.1.3 Length of Employment: The member must have been employed full-time in a position requiring certification for a minimum of ten (10) years in the California system, of which the immediately preceding five (5) years shall be full-time employment in the District without a break in service as defined by CalSTRS regulations. The employee must have been a CalSTRS Defined Benefit member with ten (10) years of credited service.

13.1.4 Compensation: Employees whose regular compensation is greater than that of a District school principal are not eligible to participate. Participating employees shall be paid a salary which is the pro rata share of the salary the employee would be earning had the employee not elected part time reduced service employment. The minimum salary paid shall be equal to one half (1/2) time service. The employee shall retain all other rights and benefits for which the employee makes the payments, including those as provided in Section 53201 of the Government Code, that would be required if the employee remained in full time employment.

13.1.5 Conditions of Participation: Participating employees shall be employed for a minimum of one-half of the number of days of service of a regular full-time contract. Participating employees may split a full-time workday for purposes of calculating the minimum number of days of service required for participation by mutual agreement between the District and the employee. Participation in the reduced service program must be for a minimum duration of a full school year (mid-year participation is not permitted, participants must work the reduced schedule throughout the school year).

13.1.6 Retirement Credit: Participating employees shall receive the same credit toward retirement under CalSTRS that they would have received if they had been employed on a full-time basis. Although earnings are reduced when participating in this program, unit members and the District contribute an amount which is based upon a full-time salary and unit members have the retirement allowance, as well as any other benefits that they are entitled to, based upon the salary that the unit members would have received if employed on a full-time basis. The unit member and the Governing Board shall both contribute to the teacher's retirement fund the amount that would have been contributed if the member were employed in a full-time basis.

13.1.7 Records: The District shall maintain records to separately identify each member receiving credit pursuant to this policy. The reduced work program requires that an agreement between the District and the participating employee, requiring the employee to work at least 50% of full time employment, must be in effect prior to the beginning of the school year when the employee will participate in the program.

13.1.8 The unit member on a reduced workload will receive vacation, sick leave and all other leave benefits on a pro rata basis.

13.1.9 The unit member on a reduced workload shall receive full District health and welfare benefits as though rendering full-time service.

13.2 PART-TIME EMPLOYMENT OR SHARED CONTRACTS: Part-time employment or a shared contract may be requested by a unit member through a written notice of intent on or before February 15 of the preceding school year and may be granted at the discretion of the District. Approval of a unit member's request for a shared contract and/or part-time employment shall be predicated upon current site staffing. Partnering teachers acknowledge and agree that some professional assignments/duties, such as District-wide professional development and planning meetings, Open House, Back to School Night, and Kindergarten Orientation occur outside of the scheduled school day but nevertheless may require the attendance of both teaching partners as part of their regular duties and that compensation beyond 1.0 FTE total for the partnered teachers is not provided. No shared contract may proceed absent a conference with the site principal and a written agreement between the teaching partners including a calendar depicting the teachers' responsibilities for all professional assignments/duties for the following year.

13.2.1 A unit member who agrees to a part-time contract or shared contract will have the option to return to a full-time assignment the following year. A unit member must notify the Superintendent in writing, no later than February 15 of the intent to continue or terminate part-time status. Any permanent employee who terminates from a part-time position shall be eligible for full-time employment under the provisions of transfer.

13.2.2 A unit member accepting a part-time or shared contract assignment will have a salary that is reduced from full annual salary at the unit member's present Class and Step to a proportion of that annual salary, that is, the same proportion as the assignment, e.g., 50% salary for half-time; 40% salary for 40% time (2 days per week or 73.6 days per year).

13.2.3 A unit member on a part-time or shared contract assignment shall receive pro rata service credit for class/step advancement. Whenever the prorated portions served total 75% F.T.E., or greater, a unit member shall be credited with a year's service and advanced at the beginning of the next contract period.

13.2.4 The unit member on a part-time assignment will receive sick leave and all other leave benefits on a pro rata basis.

13.2.5 The unit member on a half-time, or greater, assignment shall receive full District health and welfare benefits as though rendering full-time service.

13.2.6 A unit member on an assignment of less than half-time shall not receive full District health and welfare benefits but shall have the option to purchase such benefits, as provided for in Article 15.9.4.

13.2.7 Retirement allowance for unit members who share contracts shall be prorated based on their annual salary.

13.2.8 Employees on a part-time or shared contract may split a full-time workday by mutual agreement between the District and the employees.

13.2.9 No more than two shared contracts and/or part-time employment arrangements may be granted per site. However, this limit shall not preclude the District, in its discretion, from granting a third shared contract and/or part-time employment arrangement at the school site to which the Association President is assigned.

13.3 The partner teacher for all shared/STRS reduced workload contract positions shall be hired using the district hiring procedures for classroom teachers except as modified by 13.4. The partner teacher for the shared position shall be on the interview panel for the hiring process.

13.4 When an existing reduced workload or shared contract is approved for the following school year and part of the 1.0 FTE was previously filled with a temporary teacher, the portion previously filled by the temporary teacher shall not be considered a vacancy as set forth in Article 10.2, Vacancies and Posting Procedures, unless either teaching partner requests a different partnership, the temporary teacher will not be returning to the position for the following year, or if the temporary teacher is released midyear or reassigned for the remainder of the current school year.

ARTICLE 14: EARLY RETIREMENT INCENTIVE PLAN

14.1 The Governing Board shall offer the following early retirement incentive for unit members on a voluntary basis provided that five or more unit members retire during the contractual year.

14.2 **Eligibility:** To qualify for any of the retirement incentive plan options (I, II, or III), a unit member must have attained the age of fifty-five (55) by June 30 of the school year in which they retire. Unit members must have served full time in a position requiring certification in the Lakeside Union School District for at least fifteen (15) years–of which the immediate preceding five (5) years were consecutive. Beginning on July 1, 2024, unit members must have served full-time in a position requiring certification with the District for at least twenty (20) years of which the preceding five (5) years were consecutive. Each eligible employee may participate in only one (1) early retirement incentive plan offered by the District. Each eligible employee must not have more than 32 years of approved service.

14.3 **Timeliness:** In order for this program to provide adequate decision-making time for the District and still give employees a reasonable period to make their decisions, applications for the retirement incentive option must be submitted to the Human Resources Department by February 15 of the current school year and must be

accompanied by written resignations that will be effective on or before June 30 of the current school year.

14.4 Retirement Plans:

Option I – A retiree selecting this plan will receive one (1) payment on June 30 of the current school year of an amount equal to twenty-five percent (25%) of the employee's highest earned annual salary in the Lakeside Union School District.

Option II – Three (3) Payment Retirement Incentive: A retiree participating in this plan will receive three (3) equal payments totaling forty percent (40%) of the unit member's highest earned annual salary in the Lakeside Union School District. Payments shall be made to the retiree or the retiree's beneficiary on January 1 of the next three (3) years. The District shall not offer Option II after June 30, 2024. Eligible employees seeking to participate in the Option II plan must meet all requirements and retire on or before June 30, 2024.

Option III – STRS two years of service credit, as long as it is legally available. The District shall not offer Option III after June 30, 2024. Eligible employees seeking to participate in the Option III plan must meet all requirements and retire on or before June 30, 2024.

14.5 Phase-out of Options II and III: The District and the Association agree to the following phase out of Options II and III of the early retirement incentive plan**:**

The District will offer all three early retirement incentive options (Options I, II and III) to eligible employees who meet all requirements and retire effective on or before June 30, 2024.

14.6 Maximum Age for Eligible Employees Who Meet All Requirements to Participate in Options I, II and III of the Early Retirement Incentive Plan

There shall be no maximum age limitation for eligible employees who retire on or before June 30, 2019.

The maximum age to participate shall be 62 for employees who retire between July 1, 2019 and June 30, 2021.

The maximum age to participate shall be 61 for employees who retire between July 1, 2021 and June 30, 2022.

The maximum age to participate shall be 60 for employees who retire between July 1, 2022 and June 30, 2023.

The maximum age to participate shall be 59 for employees who retire between July 1, 2023 and June 30, 2024.

The maximum age to participate shall be 58 for employees who retire after June 30, 2024, and the District will only offer early retirement plan Option I.

ARTICLE 15: COMPENSATION AND BENEFITS

15.1 SALARY (This Article amended during 2020-21 negotiations, effective 6/24/21)

The District shall provide a one-time, only, "off" schedule salary payment in the amount of two percent (2%) of current employees' 2020-2021 base salary earned for the period of July 1, 2020 to June 30, 2021. This payment shall only be paid after final ratification of this Agreement by the Governing Board and only to bargaining unit members who are in paid status on June 11, 2021.

This payment will be paid with applicable taxes withheld and will be issued within a reasonable period following LTA chapter ratification and Board approval.

Salary schedules shall be related to accomplishment of increased professional competence gained from graduate courses and District-sponsored in-service courses, where both are consistent with the educational goals and objectives of the District, and service experience.

15.2 ANNUAL STIPENDS

Recipients shall be assigned at the Payer's discretion as follows:

Stipend Name	Annual Amount	Payer
District Event Chairperson (Jr. Olympics, Run for the Arts, etc.)	$524	District
District Mandated Site Coordinator (SST, 504, CAASPP)	$210	District
District Task Force/Standing Committee Member, each member of a standing committee must attend 4-8 meetings to receive the stipend. Anything over 8 meetings will trigger an additional $50 per meeting attended.	$315	District
Future Farmers of America (FFA) Advisor	$1,200	District
Head Teacher Extended School Year (Sites with Five or More ESY classrooms trigger the higher Head Teacher stipend)	$315/$524	District/Site
Middle school ASB Advisor (in lieu of ASB prep period)	$1,573	District
PAR Consulting Teacher	$1,018	District

Performing Arts Teacher, paid on a sliding scale (using a District leadership team designed rubric)	$210-$1,258	District
Safety Patrol Coordinator	$210	Site
Special Education Teachers (excludes any position already receiving additional compensation on the salary schedule)	$509	District
Substitute Coverage 6-8	$26.21 per period	District
Substitute Coverage TK - 5 (For minimum of 15 min. Up to ½ day)	$31.46 per teacher	District
Substitute Coverage TK - 5 (for over ½ day)	$62.91 per teacher	District
Teacher of the Year: California	$4,194	District
Teacher of the Year: District	$262 $262	District LTA
Teacher-In-Charge at elementary schools enrollment above 650	$1,222	District
Teacher-In-Charge TDS, LMS, and EH (if 6 classes or less)	$682	District
Teacher-In-Charge at elementary schools with enrollment under 650	$944	District

The payer shall have sole discretion to determine whether stipend recipients may be allowed to share the responsibilities and compensation associated with a stipend.

Performing Arts Teacher Annual Stipend - Rubric

Teachers responsible for the following performing arts programs at elementary and middle schools are eligible for this stipend:

- Chorus
- Dance
- Drama
- Music
- Color Guard

Please note: only one stipend per teacher and one stipend per performing group will be paid annually. If teachers share responsibility for one performing group, the stipend will be split evenly per participating teacher.

Teachers that are not compensated separately at the teachers' extra hourly rate for performing arts programs shall receive an annual stipend based on the total number of performances held outside of school hours each school year, according to the chart below:

Number of Performances Per Year	Stipend Amount
1-2	$210
3-4	$472
5-7	$821
8 or more	$1,258

Daily & Hourly Rates

Daily	
Extra Period/Extended Day	1/7 of teacher's daily rate
Hourly	
Staff Development Presenter/Preparation/Attendance	$32.09
Curriculum Writing	$32.09
Saturday School/Tutoring/Explorations/Jr. Olympics	$32.09
After School Teaching (e.g. GATE, Intervention)	1/7 of teacher's daily rate

Other District Support

Elementary Combo Class Teacher	1 day release or 1 day sub pay per Trimester for planning combination class instruction.	District
IEP Meetings-Sub Coverage at each site	3 sub days per Specialized Academic Instructor or Speech Language Pathology Case Manager, per school year, for Gen Ed (and if needed for Special Ed teacher) teacher coverage for IEPs	District

Services not included above shall be compensated at a rate mutually agreed to by the District and the Bargaining Unit.

Hourly rate and stipends listed above tied to percentage of any negotiated salary increase. Effective July 1, 2018, the Master's stipend shall increase to $775 annually and will not be tied to any negotiated salary increase.

15.2.1 Reimbursement for Teacher Induction Training: To be eligible for District reimbursement under this section, the bargaining unit member must submit to the Human Resources Department:

(i) Proof that the bargaining unit member is currently enrolled in the San Diego County Office of Education Teacher Induction Training program and on-track to successfully complete the program; and

(ii) Proof of payment to the San Diego County Office of Education and an invoice for such training.

After receipt of the aforementioned documentation, the District shall reimburse bargaining unit members as follows:

- $1,000 in October after receipt of the aforementioned documentation;
- $1,000 in the following October, one year after the initial reimbursement payment and receipt of the updated aforementioned documentation;
- $1,000 in the following October, one year after the second reimbursement payment and receipt of the updated aforementioned documentation;
- $1,000 in the following October, one year after the third reimbursement payment; and
- $1,000 in the following October, one year after the fourth reimbursement payment.

In all cases, the amount of total reimbursement shall not exceed $5,000, and shall not exceed the amount actually paid by the bargaining unit member for the San Diego County Office of Education Teacher Induction Training program. To be entitled to such reimbursement, the bargaining unit member must be employed in a teaching position with the District, must successfully complete the San Diego County Office of Education Teacher Induction Training program, and must be actively enrolled in the San Diego County Office of Education Teacher Induction Training on or after April 4, 2019.

15.2.2 All Bargaining Unit members who are approved for less than 100% FTE shall receive salary based on the percentage of time worked.

15.3 SALARY PROVISIONS

Unit members shall progress on the salary schedule according to the regulations set forth in this section.

15.3.1 Initial Placement on the Salary Schedule:

Initial placement on the Salary Schedule is based upon any year(s) of credited outside teaching experience, years of former District teaching experience, and degrees(s) and earned hours of formal education at an accredited institution of higher learning.

Unit members shall be granted credit for teaching experience and for degrees(s) and earned hours of formal education for initial placement on the salary schedule conditioned upon the following:

a. Teaching experience outside the District, as well as former teaching experience in the District, will be credited up to a maximum of ten (10) years. One (1) step on the salary schedule is allowed for each year of teaching experience where the teacher actually worked full time for at least seventy-five percent (75%) of the assigned

full-time school year in a school where the teacher possessed a regular public-school teaching credential.

b. For initial placement on the salary schedule, teaching experience need not have been within the ten (10) years prior to employment with the District. Teaching experience outside the District must be verified from previous employers giving dates of service by school year. Currently employed unit members eligible to move up on the salary schedule based on teaching experience that was outside of the ten (10) year period prior to employment with the District are no longer eligible for an increase in pay based on this provision. (Historical Note: commencing April 4, 2019 eligible unit members had a six-month window during which they could submit documentation supporting upward movement on the salary schedule, effective July 1, 2017; prior to April 4, 2019 no credit was given for teaching experience before the ten (10) years prior to District employment).

c. The unit member shall be required to file official college transcripts with the Human Resources Department in order to verify initial salary placement and to verify salary schedule advancement. Such transcripts shall be filed within 90 calendar days following the effective date of the salary placement. If a transcript is submitted after the effective date, but before October 1, the employee shall be provided an increase retroactive to the effective date. If a transcript is submitted after September 30, but before January 1 of the following calendar year, the employee shall be provided a non-retroactive increase as of the first day of the month following the date the transcript is received. If a transcript is submitted on or after January 1 of the following calendar year, the employee shall be provided an increase as of the beginning day of the next contract.

d. Units and degrees accepted by the District for placement on the salary schedule must be from institutions approved by the Western Association of Universities and Colleges or an equivalent accreditation organization.

e. Upon initial placement on the salary schedule, Speech Language Pathologists and Nurses shall receive up to ten (10) years of credit toward initial placement on the salary schedule for previous clinical experience. One (1) step on the salary schedule is allowed for each year of clinical experience where the eligible employee actually worked full time for at least seventy-five percent (75%) of the applicable work year. Clinical experience must be verified by previous employers. Currently employed unit members eligible to move up on the salary schedule based on clinical experience are no longer eligible for an increase in pay based on this provision. (Historical note: currently employed unit members eligible to move up on the salary schedule based on clinical experience had a six month window from April 4, 2019 to October 3, 2019 during which they had to submit verification of experience to Human Resources. Prior to April 4, 2019 no credit for clinical experience was provided toward salary schedule advancement.)

15.3.2 Step Advancement on the Salary Schedule:

After initial employment, a teacher may advance one step on the Salary Schedule for each year of teaching experience in the District but only if the teacher actually worked full time for at least seventy-five percent (75%) of a full-time assignment. Part-time teachers who work at least fifty percent (50%) of a full-time assignment, but less than seventy-five (75%) of a full-time assignment, may advance one step on the Salary Schedule for every two years of part-time (at least 50%) teaching experience in the District.

15.3.3 Reclassification On The Salary Schedule:

All teachers shall be placed in the appropriate classification (Column: BA, BA+15, BA+30, BA+45, BA+60, BA+75+MA) at the time of initial employment.

Any subsequent reclassification(s) upwards are based upon verified degrees(s) and earned hours of formal education at an accredited institution of higher learning. Teachers are required to provide original certified transcripts for proof of any degree(s) earned and any additional unit(s) earned. All units will be evaluated on a semester unit basis. Hours referred to on the Salary Schedule refer to semester hours and not quarter hours so that quarter hours earned must be adjusted.

Unit members shall be compensated for graduate credit and degrees beyond the Bachelor's Degree conditioned upon the following:

a. Application for approval shall be in writing on the appropriate District form and before May 1, if a transfer to a higher class is to be applied for the subsequent school year. All transcripts of courses for advancement on the Salary Schedule for a school year must be in the Human Resources department by September 15.

b. Units and degrees accepted by the District for placement or movement on the salary schedule must be from institutions approved by the Western Association of Universities and Colleges or an equivalent accreditation organization.

c. Credit will be accepted for upper division and graduate courses taken in a program for an advanced degree in education.

d. Credit will also be accepted for specially designated, District-sponsored courses.

e. No credit for salary advancement shall be given for any work taken during "released time" or for classes for which the District paid a fee (other than a materials fee) for the unit member.

f. An official transcript must be submitted by the unit member or from the college at the request and responsibility of the unit member.

g. The higher classification shall become effective on the first day of the contract period following approval of an application submitted before May 1 in the prior school year.

h. Following receipt of all required documentation, the District shall send confirmation to unit members of the status of their application for reclassification on the salary schedule.

15.4 FLEXIBLE SPENDING ACCOUNT

The District shall implement a Flexible Spending Account plan in accordance with Internal Revenue Code Section 125 provided, however, that the District shall not be liable in whole or in part for any Flexible Spending Account monies that a unit member contributes. The District makes no representations regarding the advisability or inadvisability of participation in such an account.

15.5 TRAVEL ALLOWANCE

Authorized travel by private vehicle will be reimbursed at the approved IRS mileage rate.

15.6 SALARY DISPUTE

Any dispute pertaining to these compensation provisions shall not be subject to the grievance procedure of this Agreement and only the exclusive representative may seek a remedy on behalf of any unit member(s) concerning such implementation. In seeking a remedy as provided herein, the exclusive representative must notify the District within ten (10) days of the notice from the District of any proposed or actual (whichever occurs first) implementation of these provisions. The District will notify the exclusive representative concerning its calculations pursuant to the compensation provisions contained herein. Such notification shall be in writing. If the exclusive representative disagrees with the calculations, it shall expressly notify the District within ten (10) days. Such notice of the disagreement shall include calculations prepared by the exclusive representative which represent the opinion of the exclusive representative of compensation to be paid under these provisions. The District may implement its proposed calculations, the proposed calculations from the exclusive representative, or attempt to resolve the disagreement. If the matter cannot be satisfactorily implemented or resolved, by mutual agreement the parties shall agree to reopen negotiations regarding salaries at which time these salary formula provisions shall be of no force or effect.

15.7 PHYSICAL EXAMINATION

Examination for TB will be required every four years at District expense by District-selected examiners or by other means acceptable to the administration and unit member.

15.8 INSTRUCTIONAL MATERIALS ALLOWANCE

Annually, site administrators shall communicate the site's arrangements for material allocations to site teaching staff. Teachers shall inform their site administrators if they run out of basic supplies during the school year. District will allocate $250 every year for instructional materials for each grade K-5 combination class.

15.9 BENEFITS

15.9.1 Employee Health Benefits

The District shall provide the following maximum contribution for medical benefit coverage to each eligible unit member as follows:

a. The District shall provide eligible employees and their dependents with the lowest cost health benefit plan offered by the District.

b. For employees electing coverage under other higher cost health plan offered by the District, the District shall provide a maximum contribution in an amount equivalent to the cost to the District if the employee had elected "employee only," "employee +1" or "family" health coverage under the District's lowest cost health plan. Any amounts in excess of the District's maximum contribution shall be paid for by the employee by monthly payroll deduction in equal amounts.

15.9.2 Employee Dental Benefits

The District shall contribute up to a maximum of $449.00 annually in any twelve-month period, or prorated portion thereof, to the total cost of dental coverage provided under this Agreement on behalf of each eligible unit member who is entitled to receive such benefits. Any amounts in excess of the maximum District contribution shall be paid for by the unit members by monthly payroll deduction in equal monthly amounts. Such coverage is for the eligible employee only.

15.9.3 Life Insurance

The District shall provide a $15,000 life insurance policy for each eligible member of the bargaining unit.

15.9.4 Benefits During Leaves of Absence

If a unit member is on a leave of absence without pay, the unit member may convert health plan coverage, dental plan coverage, and/or life insurance coverage to a direct payment basis by forwarding to the District, monthly, in advance, the appropriate month's insurance premium.

15.9.5 Benefits When Employment Terminated

When a unit member's employment terminates, such employee shall be entitled to continue health, dental, and/or life coverage, at District expense through the end of the month in which terminated.

15.9.6 Retiree Benefits

Members of the bargaining unit shall be eligible for retiree health benefits as follows:

Bargaining unit members must have a minimum of fifteen (15) years of full-time service with the District and must have attained the age of 55 years.

The coverage will only provide health benefits as covered under one of the health plans offered by the District. During open enrollment, the employee may elect from one of the health plans offered by the District.

For eligible employees who retired before October 12, 2017, the District shall contribute an amount equal to the premium for one individual under the most expensive HMO that is available to bargaining unit members.

For eligible employees who retire after October 12, 2017, the District shall contribute a maximum amount equivalent to the cost of employee only health coverage under the UHC1 health plan offered by the District annually in any twelve-month period, or prorated portion thereof, to the total cost of retiree health benefit coverage provided under this Article on behalf of each eligible retiree who is entitled to receive such benefits. Any amounts in excess of the maximum DISTRICT contribution shall be paid for by the retiree by monthly payments. Such health benefits coverage is for the retiree only.

The District will continue to provide this coverage until the retiree reaches the age of sixty-five (65). After the age of sixty-five (65) the retiree may continue in the District-sponsored health programs but the total premium cost shall be borne by the retiree.

Spouse Coverage: Eligible retired unit members shall have the opportunity to purchase District provided medical insurance plans for themselves and their spouses as provided for under Education Code sections 7000-7008.

ARTICLE 16: ORGANIZATIONAL SECURITY AND DUES DEDUCTIONS

16.1 The right of payroll deduction for payment of organizational dues shall be accorded to the Association. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.

16.2 **Dues Deduction:** Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of annual unified membership dues,

initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for newly hired unit members who sign such authorization after the commencement of the school year shall begin on the first of the month following employment/authorization. Such authorization shall continue in effect from year to year unless revoked in writing.

16.3 The District agrees to remit to the Association all sums deducted by the District pursuant to paragraph 16.2 of this Article. Upon request, the District shall provide the Association with an alphabetical list of members categorizing such employees as or non-members of the Association and indicating any personnel changes from such list previously provided to the Association.

16.4 The Association agrees to furnish without charge any information needed by the District to fulfill the provisions of this Article. Any dispute as to the lawfulness of dues deductions shall be between individual unit members and the Association.

16.5 The Association shall indemnify, defend, and hold the District, its officers and/or employees harmless from any claims and/or lawsuits related to the District's compliance with its obligations set forth in this Article including related attorney fees, costs, charges, fees, awards and damages arising out of any such action commenced against the District; provided, however, that the Association shall have the right to determine whether to defend, settle in whole or in part and/or appeal such claim and/or lawsuit. The District will notify the Association in writing of any matter commenced against the District, its officers and/or employees related to the matters covered in this Article within thirty (30) days of service upon the District.

ARTICLE 17: CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike or other concerted activities that interfere with the operation of the District during the term of this Agreement. This includes compliance with the request of other labor organizations to engage in such activity. In turn, the District agrees that there will be no lockout or other concerted action that interferes with the efforts of employees in their work or interferes with the right of the Association to represent employees. In the event of a strike by members who are represented by the Association, the Association agrees in good faith to make an effort so as to cause those members to cease such action. It is understood that in the event this article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in the Agreement or in District Policy from any employee and/or the bargaining unit.

ARTICLE 18: SAVINGS CLAUSE

If any provision of this contract or any application thereof to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid, except to the extent permitted by law, but all other provisions will continue in full force and effect. Upon request, the parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision(s) affected.

ARTICLE 19: SUMMER PROGRAMMING

19.1 SUMMER SCHOOL

This section applies to summer school classroom teaching positions requiring a credential and open to students District-wide (excluding extended school year and discretionary programs):

19.1.1 SELECTION OF TEACHERS. Selection and appointment of District summer teachers and other positions that are staffed by unit members shall be the responsibility of the Superintendent or designee, who shall select and appoint in accordance with the following guidelines: Two groups, those that did not teach the previous year (Group A) and those that taught last year (Group B).

19.1.2 PREFERENCE TO UNIT MEMBERS. Certificated employees on a full-time contract and who have served at least sixty-seven percent (67%) of the current contract year shall be given first preference over other teachers of the District. Certificated employees of the District shall be given preference over individuals outside the District for summer school assignments. A current evaluation of "effective" is required for summer teaching.

19.1.3 CRITERIA FOR SELECTION. Teachers shall be selected from the two groups specified in 19.1 with Group A receiving first consideration. Subsequent considerations shall be given to Group B. In those circumstances, within group, where employees have equal or nearly equal qualifications and experience, preference shall be given to the one with the greater number of years.

The following criteria shall be considered when making specific teaching assignments: (1) recent experience in subject or grade level; (2) credential; (3) major; and (4) minor.

19.1.4 OFFERS. Offers of summer employment shall be subject to sufficient student enrollment to offer and maintain the class(es) to which the unit member is assigned.

19.1.5 APPEALS. All appeals must be made to the Superintendent or designee. The Grievance procedure applies except that the outside arbitration phase shall be waived unless both parties agree to request such arbitration.

19.1.6 UNSATISFACTORY RATING. If the Superintendent, designee, summer school administrator, or site principal determines that the summer performance of a selected teacher is unsatisfactory, such determination shall be given in writing and in a conference. An employee so designated shall not be selected to teach summer school for at least three successive years.

19.1.7 SICK LEAVE: Each summer school employee who works 4.5 hours per day, four (4) days per week, for at least four (4) weeks shall be entitled to one (1) day (4.5 hours) sick leave for illness. If not used during summer school, such sick leave shall be accumulated as one (1) of a regular (Article 11.1) school day. Employees sharing an assignment of at least 4.5 hours per day, four (4) days per week, for at least four (4) weeks shall proportionately share the one (1) (4.5-hour) sick day.

19.1.8 COMPENSATION: Summer School Teachers shall be compensated at 1/7 of the teacher's daily rate per hour.

19.2 EXTENDED SCHOOL YEAR (ESY)

19.2.1 SELECTION OF ESY TEACHERS. Selection and assignment of District ESY teachers and other ESY

positions that are staffed with unit members shall be the responsibility of the Superintendent or designee. District certificated employees on a full-time contract, who have served at least sixty-seven percent (67%) of the current contract year and have an overall rating of "effective" on his/her most recent evaluation shall be given preference over other teachers of the District. Certificated employees of the District shall be given preference over other individuals.

19.2.2 APPEALS. All appeals regarding ESY assignments must be made to the Superintendent or designee. The Grievance procedure applies except that the outside arbitration phase shall be waived unless both parties agree to request such arbitration.

19.2.3 UNSATISFACTORY RATING. If the Superintendent or designee, ESY administrator, or site principal determines that the ESY performance of a selected teacher is unsatisfactory, such determination shall be given in writing and in a conference. An employee so designated shall not be selected to teach ESY for at least three successive years.

19.2.4 WORK SCHEDULE: Full-time ESY teachers work four and one half (4.5) hours per day and throughout the entirety of ESY. Each full-time ESY teacher shall receive one (1) four and one-half (4.5) hour workday before the commencement of ESY for preparation. Shared or split ESY assignments will not receive preference.

19.2.5 COMPENSATION: ESY teachers shall be compensated two-thirds (⅔) of their daily rate per full day of ESY actually worked.

19.2.6 SICK LEAVE: Each full assignment ESY employee shall be entitled to one (1) day (4.5 hours) sick leave for illness. If not used during ESY, such sick leave shall be accumulated as one (1) regular school day (Article 11.1). Employees sharing an ESY assignment shall proportionately share the one (1) (4.5 hour) sick day.

19.3 DISCRETIONARY SUMMER PROGRAMS

This section applies to discretionary summer program positions that are filled with a certificated employee.

19.3.1 SELECTION OF TEACHERS FOR POSITIONS REQUIRING A CREDENTIAL: First preference shall be given to District employees on a full-time contract who have served at least sixty-seven percent (67%) of the current contract year and have an overall rating of "effective" on his/her most recent evaluation and hold the requisite credential. Preference shall be given to other certificated District employees who have an overall rating of "effective" on his/her most recent evaluation over certificated individuals who are not employed by the District.

19.3.2 COMPENSATION: Absent a written agreement to the contrary or a designated rate in Article 15, above, teachers shall be compensated at 1/7 of the teacher's daily rate per hour performing discretionary summer work in the same subject area as their regular teaching assignment. For discretionary summer program work outside of their regular assignment, teachers shall be compensated at the "Saturday School/Tutoring/Explorations/Jr. Olympics" hourly rate set forth in Article 15 above.

ARTICLE 20: WORK YEAR

The number of duty days per school year for members employed in the Special Education Infant Program shall be two hundred four (204) per school year. The number of duty days per school year for other members of the unit shall be one hundred and eighty-four (184) days. So long as such duty days are not reduced from one hundred eighty-four (184), for instance due to furloughs, non-Special Education Infant Program teachers shall have one and one half (1.5) non-student days for teacher classroom preparation. The District shall form a Calendar Committee to advise the Governing Board regarding matters related to the District calendar. The Association shall appoint a representative to serve on the calendar committee. The work calendar including teaching days, workshop days, professional growth days, parent conference days, and other duty days shall be negotiated by the parties annually.

ARTICLE 21: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law.

ARTICLE 22: COMPLETION OF NEGOTIATIONS

22.1 The District and the Association agree that the terms of this Agreement in negotiations for the 2019-2020, 2020-2021, and 2021-2022 school years shall represent the full and complete understanding and commitment between the parties for those three years with no exception.

22.2 The District and the Association mutually agree that the terms of this Agreement shall be in full settlement of all issues and/or subjects which were, could have been, or may be the subject of negotiating for the 2019-2020, 2020-2021, and 2021-2022 school years except for the specific limited re-openers for the 2020-2021 and 2021-2022 school years as expressly authorized in Article 23. The District has the right to act on any matter in those three school years as long as it does not violate the terms of this Agreement.

22.3 Any policies and practices of the District in conflict with or inconsistent with the terms of this Agreement in negotiations may be deleted by the District. The District may amend, change, delete or adopt policies and practices as long as those policies and practices do not violate the terms of this Agreement.

ARTICLE 23: TERM (This Article was amended during 2020-21 negotiations, effective 6/24/21)

23.1 This Agreement shall remain in full force and effect from the date of final ratification by both parties through and until June 30, 2023.

23.2 The District and the Association agree that there shall be re-opener negotiations on compensation and Benefits and two (2) additional or new Articles of each party's choice during negotiations for the 2021-2022 and 2022-2023 school years; however, the parties may reopen additional existing or new Articles by mutual agreement. Reopener negotiations will commence on or after April 14 during the 2021-2022 and 2022-2023 school years unless the parties mutually agree to commence negotiations before April 14.

ARTICLE 24: PRESCHOOL TEACHERS

24.1 **Evaluation**. All Preschool Teachers shall be evaluated on an annual basis. The annual evaluation is to be

completed by May 1 of the school year. There shall be at least two formal observations for each Preschool Teacher as part of the evaluation process in each school year. A minimum of three days of advance notice will be given to the teacher who is going to be observed. A lesson plan will be provided by the teacher if requested by the site supervisor prior to the observation. The first observation shall be completed by December 1 of the school year. If it appears that the teacher who has been observed may be deemed to be unsatisfactory, he/she shall be notified as such in writing by December 15 of the school year. The teacher shall meet with the site supervisor within 15 days after receiving the notice in order to develop a remediation plan.

24.2 Work day and Instructional Time. The workday day for Preschool Teachers shall be seven (7) hours exclusive of a lunch break. The normal instructional day is three (3) hours. However, if necessary, the site supervisor may assign extra hours not to exceed the workday. All efforts shall be made to assign extra instructional time on an equitable basis.

24.3 Compensation. Preschool teachers shall be paid in accordance with the Salary Schedule in Appendix I.

Signed and entered into this 14th day of May 2020.

FOR THE DISTRICT	**FOR THE ASSOCIATION**
s/Stacy Coble	**s/Jason Justeson**
Director of Human Resources	**LTA Chief Negotiator**

LAKESIDE UNION SCHOOL DISTRICT
TEACHER SALARY SCHEDULE
Effective July 1, 2018

	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
STEP	BA DEGREE	BA + 15	BA + 30	BA + 45	BA + 60	BA + 75 + MA
1	49,706	49,706	49,706	49,706	49,706	53,150
2	49,706	49,706	49,706	52,430	55,063	56,594
3	49,706	49,706	51,455	54,418	57,356	59,571
4	49,706	49,706	53,581	56,665	59,746	62,707
5	49,706	52,504	55,707	58,912	62,116	65,320
6	49,706	54,504	57,834	61,157	64,482	67,816
7		56,507	59,956	63,401	66,854	70,303
8		58,512	62,081	65,651	69,223	72,792
9			64,204	67,898	71,592	75,284
10			66,326	70,145	73,960	77,774
11				72,391	76,327	80,263
12				74,639	78,695	82,754
13					81,067	85,246
14					83,435	87,740
15					85,804	90,230
Longevity Increments Beginning on:						
18	18th year				88,174	92,719
21	21st year				90,538	95,213
24	24th year					97,702
27	27th year				95,276	100,196
30	30th year					102,682
33	33rd year				110,824	110,824

1. An additional stipend of $775 annually will be paid to those employees who have a Master's Degree.
2. Employees in the following positions will be paid according to their placement on the Teachers' Salary Schedule plus 5%:
   (a) Nurse (b) School Counselor (c) Speech Language Pathologist
3. Employees in the following positions will be paid according to their place on the teacher's salary schedule plus 7%:
   (a) Psychologists
4. An additional stipend of $5,150 annually will be paid to Teaching Vice-Principals.

Board Approved: 4/4/2021

LAKESIDE UNION SCHOOL DISTRICT
SPECIAL ED INFANT TEACHERS SALARY SCHEDULE
Effective July 1, 2018

	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
STEP	BA DEGREE	BA + 15	BA + 30	BA + 45	BA + 60	BA + 75 + MA
1	55,109	55,109	55,109	55,109	55,109	58,927
2	55,109	55,109	55,109	58,129	61,048	62,745
3	55,109	55,109	57,048	60,333	63,590	66,046
4	55,109	55,109	59,405	62,824	66,240	69,523
5	55,109	58,211	61,762	65,316	68,867	72,420
6	55,109	60,429	64,121	67,805	71,491	75,187
7		62,649	66,473	70,292	74,121	77,945
8		64,872	68,829	72,787	76,747	80,704
9			71,183	75,278	79,374	83,467
10			73,536	77,770	81,999	86,227
11				80,260	84,623	88,987
12				82,752	87,248	91,749
13					89,879	94,512
14					92,504	97,277
15					95,131	100,038
Longevity Increments Beginning on:						
18	18th year				97,758	102,797
21	21st year				100,379	105,563
24	24th year					108,322
27	27th year				105,632	111,086
30	30th year					113,843
33	33rd year				122,870	122,870

1. Annual salary is based on 204 work days to be paid over 12 months
2. An additional stipend of $775 annually will be paid to those employees who have a Master's Degree.
3. Employees in the following positions will be paid according to their placement on the Teachers' Salary Schedule plus 5%:
   (a) Nurse (b) School Counselor (c) Speech Language Pathologist
4. Employees in the following positions will be paid according to their place on the teacher's salary schedule plus 7%:
   (a) Psychologists
5. An additional stipend of $5,150 annually will be paid to Teaching Vice-Principals.

Board Approved: 4/4/2019

LAKESIDE UNION SCHOOL DISTRICT
PRESCHOOL TEACHERS SALARY SCHEDULE
Effective July 1, 2018

STEP	CLASS A	CLASS B	CLASS C	CLASS D
1	31,557	32,184	32,829	33,485
2	32,184	32,829	33,485	34,153
3	32,829	33,485	34,153	34,836
4	33,485	34,153	34,836	35,531
5	34,153	34,836	35,531	36,241
6	34,836	35,531	36,241	36,969
7		36,241	36,969	37,708
8			37,708	38,418
9				39,186

Step Placement:
Unit members beginning the first year of teaching shall have their experience evaluated by the district to determine proper step placement. One step for each year of full-time related experience as determined by the district to a maximum of five (5) steps will be granted.

Class Placement:
Unit members shall also have their college transcripts evaluated by the district to determine proper class placement. Class placement shall be determined as follows:

Class A: 24 semester units in Early Childhood Education/Child Development + 16 units in General Education
Class B: AA degree in Early Childhood Education/Child Development
Class C: AA degree in Early Childhood Education/Child Development + 30 additional semester units after receipt of the AA
Class D: BA degree (including 24 ECE/CD units)

An additional stipend of $412 annually will be paid to those employees who have a Master Teacher Permit.

An additional stipend of $5,150 annually will be paid to the Site Supervisor.

Anniversary Increment:
Beginning with the 10th year of continuous employment, 2.5% per month will be added to employee's salary. An additional 2.5% of the base salary will be added every five (5) years thereafter.

Board Approved: 4/4/2019

APPENDIX II

GRIEVANCE TIMETABLE

Grievant's Name: _____

Grievance # : _____ Date: _____

Phone: (H) _____ (S) _____

Chapter: _____

School Address: _____

City: _____ Date Filed: _____

Issue: _____

LEVEL I-INFORMAL LEVEL

Date of Occurrence or Act of Omission: _____

LEVEL II

Appeal Due: _____ Date Filed: _____

Date Response Due: _____ Date Given: _____

LEVEL III

Appeal Due: _____ Date Filed: _____

Date Response Due: _____ Date Given: _____

LEVEL IV-ARBITRATION

Date Request Due Assn: _____ Date Given: _____

Date Decision Due: _____ Date Made: _____

Date Demand Should Be Made to District: _____ Date Made: _____

Date of Arbitration: _____

GENERAL COMMENTS

_____

_____

_____

Level II: To Appropriate Principal or Administrator

(Occurring after Level I- Informal request)

Name of Grievant: _____

Place of Assignment: _____ Position: _____

Informal Request Meeting was held on: Date: _____

1. Date cause of grievance occurred: _____

2. Identify specific provision of the agreement misapplied, misinterpreted, or violated:
_____

3. Statement of how employee has been directly and adversely affected: _____
_____
_____
_____

4. Decision rendered at informal conference, or reason for appeal: _____
_____
_____

5. Specific remedy sought: _____
_____
_____
_____
_____
_____

_____ _____
Grievant Signature Date

Date filed with undersigned: _____ Written response due by: _____

Response to grievance: _____

_____
_____
_____
_____
_____

Grievance # _____ _____ _____
(Assigned by District) District Signature Date
Distribution: Association, Grievant, Appropriate Principal or Administrator

Level III: To Superintendent

Date filed with undersigned: _____ Date written response due: _____

A. Position of Grievant and/or Association: Reason for appeal _____

_____

_____

_____

_____ _____

Grievant Signature Date

B. Date Received by Superintendent or Designee: _____

C. Disposition of Superintendent or Designee:

_____

_____

_____

_____ _____

Superintendent Signature Date

Level IV: To Mediation

A. Position of Grievant and/or Association: Reason for Mediation

_____

_____

B. Mediation Date: _____

C. Disposition of Mediator: _____

Level IV: To Arbitration

A. Date Submitted to Arbitration: _____

B. Name of Arbitrator selected: _____

C. Date(s) of Arbitration Hearing: _____

D. Date of Arbitrator's Decision: _____

Distribution: Association, Grievant, Superintendent, Appropriate Principal or Administrator

LAKESIDE UNION SCHOOL DISTRICT
Certificated Evaluation
Goal Setting

Article 8.2.1 During the Goal Setting conference the administrator and certificated employee shall mutually agree upon the selection of the standards and elements that will be the focus of the evaluation cycle. No more than two standards/goals shall be selected and they shall align with school and district goals. During this conference the administrator and teacher shall agree upon a coaching and observation plan.

Employee Name		
Date	Assignment	Site
Employment Status (Check one)	Teaching Standard(s) and/or Element(s) to be Evaluated	
☐ Probationary ☐ Permanent		
Coaching and Observation Plan:		
Signature and Date Employee:	Employer:	

LAKESIDE UNION SCHOOL DISTRICT

CERTIFICATED SUMMARY EVALUATION

Employee Name	Assignment		Site
Grade(s) /Language of Instruction	Employment Status: (Check one)		Pre-Conference Date:
		Probationary	
		Permanent	Post-Conference Date:
Date of Conference: Period Covered by Summary Evaluation From: _____ To: _____	Goals and Standard(s) to be evaluated Professional Standards and/or Elements Addressed Standard(s): Elements(s): Goal(s):		
Evaluator:			

EVALUATION OF CALIFORNIA TEACHING/PROFESSIONAL STANDARDS

(If a standard was not observed, note in the standard's comment section)

Standard 1: Engaging & Supporting All Students in Learning	Proficient _____	Developing_____	Unsatisfactory _____

- Connecting students' prior knowledge, life experience, and interests with learning goals
- Using a variety of instructional strategies and resources to respond to students' diverse needs
- Facilitating learning experiences that promote autonomy, interaction, and choice
- Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful
- Promoting self-directed, reflective learning for all students

Comments, Commendations, and Next Growth Steps:

Standard 2: Creating & Maintaining Effective Environments for Student Learning	Proficient: _____	Developing: _____	Unsatisfactory: _____

- Creating a physical environment that engages all students
- Establishing a climate that promotes fairness and respect
- Promoting social development and group responsibility
- Establishing and maintaining standards for student behavior
- Planning and implementing classroom procedures and routines that support student learning
- Using instructional time effectively

Comments, Commendations, and Next Growth Steps:

Standard 3: Understanding & Organizing Subject Matter for Student Learning	Proficient: _____	Developing_____	Unsatisfactory: _____

- Organizing curriculum to support student understanding of subject matter
- Demonstrating knowledge of subject matter content and student development
- Interrelating ideas and information within and across subject matter areas
- Developing student understanding through instructional strategies that are appropriate to the subject matter
- Using materials, resources and technologies to make subject matter accessible to students

Comments, Commendations, and Next Growth Steps:

Standard 4: Planning Instruction & Designing Learning Experiences for All Students	Proficient: _____	Developing_____	Unsatisfactory: _____

- Drawing on and valuing students' backgrounds, interests, and developmental learning needs
- Establishing and articulating goals for students learning
- Developing and sequencing instructional activities and materials for student learning
- Designing short-term and long-term plans to foster student learning
- Modifying instructional plans to adjust for student needs

Comments, Commendations, and Next Growth Steps:

Standard 5: Assessing Student Learning	Proficient: _____	Developing_____	Unsatisfactory: _____

- Establishing and communicating learning goals for all students
- Collecting and using multiple sources of information to assess student learning
- Involving and guiding all students in assessing their own learning
- Using the results of assessments to guide instruction
- Communicating with students, families, and other audiences about student progress

Comments, Commendations, and Next Growth Steps:

Standard 6: Developing As a Professional Educator	Proficient: _____	Developing_____	Unsatisfactory: _____

- Reflecting on teaching practices and planning professional development
- Establishing professional goals and pursuing opportunities to grow professionally
- Working with communities to improve professional practice
- Working with families to improve professional practice
- Working with colleagues to improve professional practice

Comments, Commendations, and Next Growth Steps:

OVERALL EVALUATION RATING	Proficient	Developing	Unsatisfactory

Areas of Concern:	Recommendations:

- **Detailed Assistance Improvement Plan (DAP) required if checked** ☐

Additional comments:

Employee may attach additional written response. Comments must be submitted in writing within ten (10) days. I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

Evaluator's Signature **Date**

Employee's Signature **Date**

LAKESIDE UNION SCHOOL DISTRICT

Detailed Assistance Plan (DAP)

Name of Employee: _____

Name of Evaluator: _____

Assignment of Employee: _____

School: _____

A. Description of Performance Which is Unsatisfactory (add pages if necessary):

B. Description of Improvement Program Performance Goals, Recommendations, and Strategies, and the Formal and Informal Observations that Shall Occur: (add pages if necessary)

This document will be placed in your personnel file in ten days. Prior to that time you may submit a written response, which will be attached to this document when it is placed in your personnel file. Your signature does not automatically mean agreement with the contents of this document, only the fact that your received a copy of it.

_____ _____

Signature of Employee Date

_____ _____

Signature of Evaluator Date

APPENDIX IV:

PEER ASSISTANCE AND REVIEW PROGRAM (PAR)

(Appendix amended during 2017-18 negotiations, effective May 10, 2018)

Participation in the Peer Assistance and Review program (PAR) is voluntary.

The maximum number of PAR participants per year will be limited to three participants. Unit members on a Detailed Assistance Plan (DAP) will have first priority. If there are more than three-unit members on a DAP, the PAR program will be expanded to include all unit members on a DAP

Selection of Consulting Teacher

The participating teacher and the site administrator will mutually agree upon the selection of a consulting teacher from a pool of qualified consulting teachers.

A participating teacher may elect to change the assigned consulting teacher within the first month (30 calendar days) of participation and may change the consulting teacher only once. If the consulting teacher is changed, he or she will receive a prorated stipend. A consulting teacher may elect not to work with a participating teacher within the first month (30 days).

Criteria for Consulting Teachers

A pool of qualified consulting teachers will be mutually agreed upon by the District and the Association, and the pool may be reassessed at any time at the request of either party.

Consulting teachers must possess a clear credential, five years teaching experience, and their last two evaluations must be at least satisfactory.

PAR Activities and Coaching Log

The consulting teacher is required to spend at least one hour per week consulting with his/her participating teacher. The maximum number of days out of the classroom for the consulting teacher for PAR activities will be four days (or eight half days) per school year. The District shall provide substitute coverage for the participating and consulting teachers' PAR activities during these four days (or eight half days).

The consulting teacher is required to maintain a coaching log that includes only the topic of discussion and time spent. The coaching log will be provided to the site administrator upon request and at the end of the school year. Consulting teachers will maintain a confidential, coaching relationship with participating teachers.