

Agreement

Between the Little Lake Education Association and the
Little Lake City School District

July 1, 2020 - June 30, 2023

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Article I

Agreement

- A. The articles and provisions contained herein constitute an agreement ("Agreement") by and between the Governing Board of the Little Lake City School District ("District") and the Little Lake Education Association/CTA/NEA ("Association"), an employee organization.
- B. This agreement is entered into pursuant to the Educational Employment Relations Act (Chapter 10.7, Sections 3540 - 3549, of the Government Code).
- C. This agreement shall become effective upon ratification by both parties and shall be in effect up to and including **06-30-23**.

**Revised: 8-9-17
9-11-20**

Article II

Recognition

- A. The District voluntarily recognizes the Association as the exclusive representative of the following certificated employees:
1. TK-8 Grade Classroom Teachers,
 2. Nurses,
 3. Special Education Teachers (PreK-8),
 4. Temporary Teachers (classroom teachers with contracts),
 5. Licensed Speech and Language Pathologists, and
 6. Support Staff (TOSA);
- B. And excluded:
1. Management, confidential, and supervisory employees:
 - a. Superintendent,
 - b. Assistant Superintendent of Business Services,
 - c. Assistant Superintendent of Educational Services,
 - d. Assistant Superintendent of Personnel Services,
 - e. Principals,
 - f. Assistant Principals,
 - g. Director of Programs,
 - h. Counselors,
 - i. Psychologists,
 - j. Audiologists,
 - k. Psychologist Interns,
 - l. Coordinator of Health Services, and
 - m. Coordinator of Technology Services;
 - n. Behavior Specialist
 2. Substitutes (day-to-day and long term);
 3. Hourly.
- C. "Employee", as used in this Agreement, shall mean those certificated employees in the bargaining unit described above.

Revised: 7-16-14
Revised: 8-9-17

Article III

District Rights

- A. 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, but not limited to those duties and powers, are the exclusive right to determine the time and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of emergency. An emergency is a natural or human catastrophe such as fire, earthquake, flood, or large scale student disturbance. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in compliance with law.
- C. The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency as defined above exists, is solely within the discretion of the District and is expressly excluded from the provisions of the Grievance Procedure.
- D. This article is not intended, nor shall it be construed as:
 - 1. Expanding the rights of the District beyond statutory and constitutional limits;
 - 2. Waiving the rights of employees under the Education Code or other statutes or constitutions; or
 - 3. Waiving or otherwise diminishing the rights of the Association or of employees, as set forth in other articles of this Agreement.

Article IV

Association Rights

- A. All Association business, discussions, and activities will be conducted by employees outside established work hours, as defined in Article XIX herein, and will be conducted in places other than District property, except when:
 - 1. An authorized Association representative obtains advance permission from the Superintendent or designee regarding the specific time, place, and type of activity to be conducted.
 - 2. The Association adheres to Civic Center Regulations regarding such usage.
- B. The Association may use the school mail boxes and bulletin board spaces designated by the Superintendent, subject to the following conditions:
 - 1. All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization.
 - 2. A copy of such postings must be delivered to the Superintendent or designee at the same time as posting or distribution.
- C. When given sufficient notice, the District agrees to place Association meeting dates on the District Calendar of Events.
- D. The Association Building Representative may call meetings of the membership at each building. Such meetings shall not be conducted during work hours, as defined in Article XIX herein.
- E. With advance permission from the site principal, an Association representative may make Association announcements at building faculty meetings.
- F. The District will permit the President of the Association or designee to have a telephone at his/her workstation. All expenses involving the telephone shall be borne by the Association. The Association agrees that the usage of the telephone will not, in the site principal's opinion, interfere with school activities.
- G. The Association's representatives may meet with the Superintendent or designee at mutually agreeable times to discuss current school problems and practices, new or modified fiscal, budgetary, or tax programs, or major revisions of educational policy which are proposed or under consideration.
- H. The Association's representatives may consult with the Assistant Superintendent of Educational Services on matters relating to instructional needs and curriculum and categorical programs. Times shall be mutually agreed upon by the Association and the Assistant Superintendent.

- I. The first and third Tuesdays of each month shall be established as professional Association meeting days for employee involvement in Association activities. The site principal will not schedule any meetings lasting longer than the workday established in Article XIX herein on those two Tuesdays specified above. The District administration will not require attendance at meetings, unless of an emergency nature, on the first and third Tuesdays of each month.
- J. An Association representative may, at the employee's option, represent an employee in a grievance conference with District administrators, as established in Article XII, and shall receive compensation and health and welfare benefits, as specified in Articles XX and XXI, at his/her regular rate while in such conference, if such conference is during regular working hours.
- K. The Association may file a grievance on behalf of an identified employee.
- L. The Association may recommend to the District, within the framework of the WACSEP by-laws, employee representatives to the Citizens Advisory and the Staff Development Committees related to the implementation of Special Education laws, rules, and regulations.
- M. The Association and the District shall each appoint **no more than** three (3) persons to a joint committee to discuss **the application** and ~~make recommendations regarding the implementation~~ of Special Education laws, rules, and regulations ~~within the District~~. **Committee recommendations will be presented to the Superintendent or Superintendent's designee.** Release time shall be provided for the participants according to past practice.

Revised: 9-20-19

Article V

Negotiation Procedure

- A. At the first regular Board meeting in April LLEA shall present its proposals for a successor agreement to the District. At the first regular Board meeting in May, the District shall present its proposals for a successor agreement to the LLEA and the public.

- B. If the LLEA wishes to reopen Article XX, Compensation, Article XXI, Health and Welfare Benefits and two (2) reopeners for the **2021-2022** and the **2022-2023** school years, it shall submit proposals to the District prior to **May 1, 2021** and **May 1, 2022**. The District also shall have the option of reopening Article XX and Article XXI and two (2) other articles for the **2021-2022** and the **2022-2023** school years.

Revised: 8-9-17
Revised: 9-11-20

Article VI

Organizational Security

- A. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the ~~District~~ **LLEA Representative** an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. **The LLEA Representative will notify the District of the authorization of deduction.** Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the employee each month for ten (10) months.

Revised: 9-11-20

- ~~B. Any employee who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments, payable to the Association in one lump sum cash payment, in the same manner as required for the payment of membership dues, provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided above. In the event that an employee does not pay such fee directly to the Association, or authorize payment through payroll deduction, the Association shall have all rights pursuant to Education Code Section 45061 to require the deduction for the service fee through mandated payroll deduction.~~

Revised: 9-11-20

- ~~C. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association; except that such employee shall pay, in lieu of a service fee, sums equal to such service fee to a non-religious, non-labor, charitable organization, exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, to be designated by the Superintendent. Such payment shall be made on or before January 1 of each school year.~~

Revised: 9-11-20

- ~~D.B~~ With respect to all sums deducted by the District pursuant to this Article, ~~whether~~ for membership dues ~~or agency fee~~, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made, ~~categorizing them as to membership or non-membership in the Association~~ and indicating any changes in personnel from the list previously furnished.

Revised: 9-11-20

- E.C The Association agrees to furnish any information needed by the District to fulfill the provisions of this article.

Revised: 9-11-20

Article VII

Leave Provisions

A. Personal Illness and Injury Leave

1. Full-time employees shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Part-time employees shall receive proportionate benefits pursuant to the Education Code.
2. If an employee does not utilize the full amount of leave authorized in Provision A.1 in any school year, the amount not utilized shall be accumulated from year to year.

Revised: 11-29-11

3. After all earned leave, as set forth in Provisions A.1 and A.2, is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months (100 days), provided that the conditions of Provision A.4 are met. The amount deducted for leave purposes from the employee's salary shall be one-half (1/2) his/her regular rate of pay.

Revised: 11-29-11

4. Upon request by District management, an employee may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. If the illness or injury exceeds five (5) work days, such certificate is automatically required. If District management concludes that the absence is not due to personal illness or injury or that the illness is not sufficiently severe to warrant continued absence, or if the employee is not under the direct care of a physician, except in cases where religious convictions prohibit, then the Superintendent or designee, after notice to the employee, may refuse to grant such leave. If an employee is hospitalized, he/she shall not return to work until a medical doctor's authorization to return to work is submitted.

5. An employee must contact the District Office or Electronic Secretary as soon as the need to be absent is known, but in no event later than ~~7:00~~ **6:30** a.m. prior to the start of the work day, to permit the employer time to secure a substitute service. Failure to provide adequate notice may be grounds for denial of leave with pay. Under extenuating circumstances, an employee may petition the Superintendent for a waiver of the ~~7:00~~ **6:30** a.m. deadline.

Revised: 11-30-18

6. An employee who is absent for any portion of a day shall have deducted that proportionate absence, except that the employee's principal or supervisor may excuse an employee up to one (1) hour early without deduction of pay.
7. An employee shall not be allowed to return to work and may be placed on leave without pay if the employee fails to notify the District of the employee's intent to return to work at least one (1) hour prior to the close of the preceding work day, if such failure results in a substitute being secured.

8. In September, the District shall provide each employee with a written statement of:
 - a. His/her illness leave balance;
 - b. His/her leave credited through the current school year;
 - c. Date of regular employment;
 - d. Illness leave used.
9. Summer school employees earn one (1) additional day of sick leave for use during the summer session worked. If unused, this day is added to the employee's accumulated total. Employees may not use regular sick leave during summer school.

B. Personal Leave. Accrued unused sick leave may be used for Personal Necessity or Personal Business.

Revised: 10-06-08

1. Personal necessity leave shall be charged against sick leave and shall be limited to absences meeting the following criteria:

Revised: 10-06-08

- a. Death or serious illness of a member of the employee's immediate family, as defined in Bereavement Leave;
- b. An accident which is unforeseen involving the employee's person or property or the person or property of an employee's immediate family; examples of an accident involving an employee's property might be damage due to brush fires, flood, or earthquake;
- c. Childbirth involving the father of the child; or
- d. Appearance in court in non-school related matters as a litigant or a witness under official order.
- e. To care for his or her ill child, parent or spouse pursuant to California Labor Code Section 233.

Revised: 11-29-11

- f. Adoption of a child

Before using Personal Necessity Leave, the employee will make every effort to obtain prior approval from an appropriate administrator. The employee will also make every effort to comply with District procedures to enable the District to secure a substitute. If prior approval cannot be made, the employee shall contact the District at the earliest opportunity.

Under all circumstances, an employee shall verify in writing on the absence affidavit, that the Personal Necessity leave was used only for purposes as set forth in Provision B.1. An employee will be subject to appropriate discipline if the leave was used for purposes other than stipulated.

Revised 10-06-08

2. Personal Business Leave – Five (5) personal leave days may be used for personal business, as determined by the employee. The number of consecutive work days is limited to three (3). The employee will not be required to explain the reason for personal business leave. The employee shall provide, unless the personal business is an emergency situation, at least one (1) working day prior notice to the employee’s immediate supervisor, prior to utilizing any of these five (5) days. None of these days may be used on the last working day prior to any holiday period.

Revised: 11-29-11

Revised: 2-08-13

C. Bereavement Leave.

1. An employee shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if out-of-state travel is required or if over 500 miles of travel is required in state, without loss of salary or health and welfare benefits, on account of the death of any member of his/her immediate family. Such leave ~~must~~ **shall** be taken within five (5) working days of the death, unless otherwise arranged through the Superintendent or Superintendent’s designee. Bereavement leave shall not be charged against unused sick leave.

Revised: 11-29-11

Revised: 8-9-17

2. For purposes of this provision, an immediate family member shall be limited to: mother, father, aunt, uncle, and grandparents of teacher’s children, mother-in-law, father-in-law, stepparents, grandmother, grandfather, foster child, grandchild of the employee or of the spouse/domestic partner of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, stepchildren, brother or brother-in-law, sister or sister-in-law of the employee, or any relative living in the immediate household of the employee.

D. Leave for Pregnancy.

1. Employees are entitled to use sick leave, as set forth in Provision A, for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from, on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District management maintains the options stated in Provision A.4.
2. 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.

E. Leave Without Pay for Child Rearing.

1. Leave without pay or other benefits may be granted to an employee for child rearing.
2. The employee shall request such leave as soon as practicable, but under no circumstances less than twenty (20) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.
3. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent when considering the scheduling and replacement problems of the District.
4. The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.
5. The employee is not entitled to the use of any accrued sick leave or other paid leave while such employee is on leave for child rearing, whether or not the illness or disability is related to pregnancy, miscarriage, childbirth, or recovery there from.
6. There shall not be a diminution of employment status for child rearing, except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction in force purposes, nor shall the time on leave count toward credit for probationary teachers in earning tenure status.
7. If an employee is on leave for child rearing and the event of a miscarriage or death of a child subsequent to childbirth, the employee may request an immediate assignment to a position. If there is a vacancy for which an employee is qualified, the District will assign the employee to a position as soon as practicable in the best interests of the District.
8. Employees have the option to continue the District-sponsored health and welfare benefits, as specified in Article XXI, at their own expense while on child rearing leave.

F. Judicial Leave.

1. Paid judicial leave for required jury service shall be granted in accordance with requirements of the Government Code and the Code of Civil Procedure. Judicial leave shall be limited to five (5) days per year of paid leave. If a unit member is required to serve on jury duty in excess of five (5) days, such leave shall be unpaid leave. However, if an employee is selected for a trial and such trial exceeds the amount of the remaining leave, additional leave will be granted only up to ten (10) days leave per year. Such leave shall not be accumulated from year to year.

The employee must notify his/her immediate supervisor at least five (5) days prior to the date to either appear or call in for jury duty.

2. Employees testifying in a court of law on matters directly related to their course of duty with the District shall receive no loss of compensation or deduction from Personal Illness and Injury Leave in the article.

G. Industrial Accident Leave.

1. Employees will be entitled to industrial accident leave, according to the provisions in Education Code Section 44984, for personal injury which has qualified for worker's compensation under the provisions of the State Compensation Insurance Fund.
2. Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session, or when the employee would otherwise have been performing work for the District, in any one fiscal year for the same industrial accident.
3. The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
4. For any days of absence from duty as a result of the same industrial accident, the employee shall endorse to the District any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed one-hundred percent (100%) of the amount that the employee would have received as salary had there been no industrial accident or illness.
5. If the employee fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness, as provided above, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.
6. Allowable leave shall not be accumulative from year to year.
7. Industrial accident or illness leave will commence on the first day of absence due to illness or injury occurring as a direct result of the employee's assigned responsibilities.
8. Industrial accident leave will be reduced by one (1) day for each day of authorized absence, regardless of the compensation award made under worker's compensation.
9. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

H. Leave Without Pay for Other Disabilities

Employees are entitled to leave without pay or other benefits for disabilities when sick leave, as set forth in Provisions A.1 and A.2, has been exhausted. District management may require verification of the extent of the disability.

I. Professional Growth Leave.

1. In the discretion of the District, unpaid leaves of absence may be granted when it is clearly indicated that the leave will assist the certificated employee in developing a greater degree of competence and/or will provide materials, information, or techniques that will measurably improve the instructional program of the District. Leaves of absence to attain professional growth goals and objectives may include enrollment in college and university courses to complete credential requirements, pursue advanced degrees, engage in research projects, or travel. Such leaves shall not include more than two percent (2%) of the certificated staff annually.
2. Certificated employees who wish to be considered for a professional growth leave of absence shall file a detailed outline with their principal or supervisor at least sixty (60) days prior to the beginning of the leave. The outline should include the purpose of the leave, and detail the goals and objectives to be attained. Following review, the principal or supervisor shall submit the outline, together with recommendations, to the Superintendent or designee. If the Superintendent or designee agrees with the request, it shall be presented to the Board. In instances where the two percent (2%) factor is exceeded and the relative merits of two (2) or more requests are equal, the certificated employee with the lowest order of employment number will be given preference.
3. Employees have the option to continue the District-sponsored health and welfare benefits, as specified in Article XXI, at their own expense while on professional growth leave. Employees shall receive no step increment advancement on such leave if the leave exceeds twenty-five percent (25%) of teacher work days.

J. Personal Hardship Leave.

1. An unpaid leave of absence may be granted when, in the District's opinion, it is indicated that a personal hardship or a hardship to the District would result if employment continued.
2. Employees have the option to continue the District-sponsored health and welfare benefits, as specified in Article XXI, at their own expense while on personal hardship leave.

K. Miscellaneous Leave Provision.

1. Employees on leave shall be entitled to return to an assignment consistent with credential qualifications. Employees shall have the right to indicate preferences from a list of known vacancies. Final placement is at the discretion of the Superintendent.
2. Employees on leave must notify the District of their intent to return next year by March 1. The District will provide a forty-five (45) day notice of the March 1 deadline.

L. Association Representative Leave. A designated Association representative shall be entitled to ten (10) days of leave with pay for one (1) school year in order to attend local, state, or national conferences or other Association business. Five (5) additional days will be granted under the above conditions, provided that the Association pays all costs associated with substitutes. Five (5) days advance approval from the Superintendent is required. When advance approval is requested by the Association, the designated representative shall submit a written description of the activity. Such leave should be taken in full day increments, to the extent possible.

M. An employee on an authorized paid leave of absence shall not be construed to have had a break in service.

N. Family and Medical Leave: Employees who have been employed for at least one year and worked at least 1250 hours in the previous school year (July 1 through June 30) shall be entitled to up to twelve (12) weeks of unpaid leave during a twelve (12) month period to care for:

1. The employee's newborn child or a child placed with the employee for adoption or foster care;
2. The employee's spouse, child, or parent (including parent-in-law) with a serious health condition; or
3. The employee's serious health condition.

(A detailed statement from a licensed physician shall accompany a request for leave under Items 2 and 3 above.)

When such leave is foreseeable, an employee shall give the District at least thirty (30) days advance written notice. When the leave is not foreseeable, an employee shall give written notice to the District as soon as the employee is aware of the need for leave.

The District shall continue all group health coverage plans for an employee on such leave at the same level of benefits and under the same conditions that existed while the employee was working. If the District changes a health plan during an employee's leave, the change applies to the employee as if still on the job.

The District may require an employee to sign an agreement regarding his/her intention to return to work. After a leave, the District may reinstate the employee to the same position held before the leave or may transfer or reassign the employee in accordance with policy. If an employee fails to return to duty at the end of the leave, the employee must reimburse the District for the cost of the benefits.

During the unpaid leave, employees shall not accrue sick leave or any other right to leave, but the leave shall not be considered a break in service for seniority purposes.

In providing this leave benefit, the District shall comply with both the regulations of the Family and Medical Leave Act (FMLA) and applicable California law. The least restrictive language applicable to the employee in either the State or Federal Act shall be used in cases wherein there is a conflict in language between the two.

O. Catastrophic Leave

1. A unit member who is, or whose family member (spouse/domestic partner, child or parent/parent-in law), is suffering from a catastrophic illness or injury may request donations of accrued illness leave credits under the catastrophic leave program. Forms may be obtained from a Catastrophic Leave committee member.
2. "Catastrophic illness" or "injury" means a physical illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family, which requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he/she has exhausted all of his/her fully paid illness leave.
3. In order to be eligible for the catastrophic leave program, the unit member must have exhausted all current and accumulated fully paid illness leave entitlement; however, they may apply for the leave prior to exhausting fully paid leave. The unit member will be eligible for catastrophic leave prior to taking extended illness leave (100 days of ½ pay).
4. A unit member requesting donated illness days from the catastrophic leave program must complete the Request for Use of Catastrophic Leave form and submit the form to the Association. The Association shall forward a copy of the request to the payroll department to verify the unit member's illness leave balance and eligibility. Upon receipt, the payroll department will complete and return the form to the Association within three working days.
5. The Association shall convene a Committee within five (5) working days of the receipt of the unit member's completed request to use the Catastrophic Leave program. The Committee shall determine the eligibility of the unit member requesting illness days from the program and may request additional evidence to support the unit member's request. The decision of the Committee shall be provided, in writing, to the unit member and the payroll department within five (5) working days of the date the Committee convened and finalized its determination for eligibility. The decision of the Committee shall be final and binding and not subject to the grievance procedure contained in this Agreement.

6. It is not the intent of the Catastrophic Leave program to compensate for routine maternity and/or childcare leave unless it meets the definition of catastrophic illness or injury; and/or for ongoing periodic health problems that are not considered life threatening and/or regular periodic illness. Industrial Accident Leave will not be considered part of Catastrophic Leave.
7. Any permanent unit member who has an equivalent of ten (10) days of earned illness leave may contribute a minimum of one (1) full day in one-day increments, up to a maximum of three (3) full days of their personal illness leave per fiscal year by notifying the Association on the Catastrophic Leave Donation form.
8. Donated illness leave days shall be logged in and time-stamped under the donor's name and deducted from each donor's accrued illness leave on a rotational basis, one (1) day at a time for the duration of the catastrophic leave period. Deducted illness leave days shall not be retrievable by the donating unit member.
9. LLEA agrees to indemnify and hold harmless the District against any and all liabilities, demands, lawsuits, claims, or actions which may be brought against said District or District Board of Education, individually or collectively, its officers, employees, and agents, including, but not limited to, reimbursement for all costs, expenses, fees, settlements, and judgments, and providing an effective defense on behalf of the District against any and all lawsuits or other proceedings arising out of, and in connection with, the Catastrophic Leave.

11-29-11

Article VIII

Transfers

A. Definition. A transfer is the relocation of an employee from one school site or facility to another. Transfers fall into two categories: (1) administrative or involuntary transfers initiated by the District; and (2) transfers voluntarily requested by of the employee.

B. Employee Initiated Transfer Request.

1. Posting of Vacancies:

- a. A vacancy is defined as a position at a school site or facility that the District has determined is to be filled by an employee.
- b. At least five (5) days prior to filling a vacancy, the District shall notify employees via email of the vacancy and the filing deadline. When school is not in regular session, the posting requirement shall be five (5) days. Copies of all notices of vacancies shall be ~~mailed~~ **emailed** to the Association President and Vice President.

Revised: 10-11-07

Revised: 9-11-20

c. Vacancy notices shall include:

1. The position (description, location, grade level, or subject matter assignment);
2. Credential requirements;
3. Special qualifications that can be legally and educationally justified;
4. Date the position is available and date by which it must be filled;
5. Filing deadline.

d. Vacancies shall not be filled, except on a temporary basis, until after the closing date. During the summer recess, the District shall make a reasonable effort to notify employees who have submitted a written request for transfer regarding vacancies. The employee's request must be in writing and must include a summer recess ~~mailing address and~~ email address. Employees who have requested notices shall be ~~mailed and~~ emailed the notices at the time notices are posted pursuant to Provision B.1.b.

Revised 10-11-07

Revised: 8-9-17

2. Employee Initiated Transfer Requests Procedure:

- a. A request for transfer may be filed at any time on appropriate District forms available in the Personnel Office and at school sites. Properly filed transfer requests shall be valid for twelve (12) months from the date the request is submitted to the Personnel Office.
- Revised: 8-9-17
- b. Employees who want to transfer to another site will deliver an application for transfer to the Assistant Superintendent of Personnel Services. At the time of filing, the applicant's duplicate copy shall be dated and stamped "received". The application shall include the grade and/or subject to which the employee want to be assigned and the school or schools to which he/she wants to be transferred in order of preference.
- c. The Personnel Office, at the request of the employee, shall keep the transfer request confidential until a vacancy is available that the employee is qualified to fill.
- d. A request for transfer may be withdrawn by the employee in writing to the Personnel Office at any time prior to the official notification of transfer approval.
- e. The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the employee's present assignment.
- f. The following criteria shall be used to determine which employee receives a voluntary transfer:
1. Possession of an appropriate credential;
 2. Requirements of the District's affirmative action program, including state and federal mandates;
 3. The needs and efficient operation of the District;
 4. The employee with the greatest District seniority shall receive the voluntary transfer, provided the above factors are equal.
- g. No employee will be involuntarily transferred to honor another employee's request for transfer.
- h. The District shall inform the employee of the status of the transfer request.
- i. The employee who is denied a transfer may request within five (5) days of knowledge of the denial and will be granted a meeting with administration to discuss the denial. Within five (5) days following this meeting, the employee may request and will be provided within five (5) days written rationale for the denial.

C. Seniority. An employee's seniority is established by the initial date of full-time service to the District. Those employees whose first day of service is the same shall have their seniority established by lot. The District shall conduct the lottery in a fair, equitable, and reasonable manner with Association representatives present. Once an employee's seniority has been established by lot, such seniority date shall remain with the employee as long as that employee is employed by the District.

D. Administrator Initiated Transfer.

1. Criteria: Employees may be involuntarily transferred for one or more of the following reasons:

- a. The needs and efficient operation of the District;
- b. Affirmative action goals of the District, including state and federal mandates;
- c. To accommodate program needs requiring specific qualifications among the teaching staff essential to the effective operation of a school;
- d. Closing of a school or a change in projected enrollment or program at a site;
- e. Performance renewal - an employee may be involuntarily transferred no more than once every three (3) years in order to improve his/her performance if deficiencies in performance have been reflected in the employee's most recent official written evaluation as less than **average met**;
- f. Possession of the appropriate credential;
- g. Major/minor field of study;
- h. Bilingual education program requirements, categorically funded program requirements, or other federal/state requirements.

Revised: 9-11-20

The employee at that site or facility with the lowest seniority in the District shall be transferred, provided the above factors are equal.

2. Procedure:

- a. Prior to a transfer pursuant to Section D.1.a taking place, the site administrator shall notify the employee in writing that a problem(s) exists. The site administrator and employee will meet to write steps to resolve the problem(s). A period of three (3) months will be provided to correct the problem(s) prior to giving notice of transfer. The employee shall have the right to have an LLEA representative present at any meeting. This procedure would not apply to any situation in which a serious potential physical danger to staff exists.

- b. The employees under consideration for involuntary transfer shall be notified.
 - c. Within five (5) work days of the notification, the employee may request and will be granted a meeting with the administrator or designee initiating the transfer for both parties to discuss and consider alternatives to the proposed transfer. Upon request, the employee shall receive written reasons for the transfer. Such request shall be made within five (5) days following the meeting. The District shall provide the written rationale within five (5) days of the request.
 - d. All employees being involuntarily transferred shall have equal opportunity to interview for available openings. When a choice of positions is possible, employees may indicate an order of preference.
 - e. Employees will be given notice of administrator initiated transfers, to the extent possible, by June 1. This notice shall not necessarily indicate the new assignment.
 - f. During the summer recess, the District shall make a reasonable effort to notify employees who are being involuntarily transferred regarding vacancies as they occur. Such notices will be mailed to the address on file with the District. Employees are encouraged to submit summer mailing addresses to the District.
 - g. Employees shall be informed by the District of the status of the transfer.
 - h. An employee who is involuntarily transferred shall be placed before any newly hired employee.
 - i. If involuntary transfers are necessitated by declining enrollment or overstaffing, volunteers shall be sought prior to utilizing involuntary transfers.
- 3. If an employee is transferred after the school year begins, then the employee shall be allowed three (3) days of preparation time.
 - 4. The District shall move and pack the materials of an employee being transferred. The employee being transferred shall provide reasonable assistance in moving and packing the materials.

E. Transfer Necessitated by School Closure.

- 1. Following notification that a school is to be closed, the employees at that school may elect to request a voluntary transfer, in accordance with the voluntary transfer provision(s) of this article.

- ~~2. A bid meeting shall be held prior to the first week in June to accommodate transfers and fill vacancies for the ensuing school year.~~
- ~~3. If a Speech and Language Specialist, Resource Teacher or other itinerant Special Education teacher vacancy arises after the June Bid Meeting, a new employee will fill the vacant position. Such an assignment will be considered temporary for one year, or until the next scheduled Bid Meeting. At the Bid Meeting the assignment held by the new employee will be subject to the Bid Meeting process.~~
- ~~4. The transfer (bidding) of Speech and Language Specialists, Resource Specialists, and other itinerant Special Education teachers shall be based upon the following criteria:
 - ~~a. Possession of appropriate credential, and~~
 - ~~b. Seniority~~~~

Revised: 11-30-18

Article IX
Reassignment

- A. Reassignment is defined as a change of grade level or subject area at the same site or sites.
- B. The District shall notify employees of any potential reassignment. Employees shall be provided an opportunity to discuss the potential reassignment with the appropriate administrator. The administrator shall give good faith considerations to any suggested alternatives to the potential reassignment.
- C. If an employee is reassigned to a grade or subject area outside of the employee's major or minor, or to a grade area which the employee has never taught, or has not taught within the past five (5) years, retraining shall be made available (voluntary) to the employee during the employee's normal work day.
- D. The District shall provide reasonable assistance in moving materials to a new location at the request of the employee.
- E. If an employee is reassigned after the school year begins, the employee shall be allowed one (1) day of preparation time.
- F. If an employee is reassigned after the school year begins and the reassignment also involves a change of classroom assignment, the employee shall be allowed three (3) days of preparation time. The District shall move and pack the materials. The employee shall provide reasonable assistance in moving and packing the materials.
- G. Employees may be involuntarily reassigned for one or more of the following reasons:
 - 1. The needs and efficient operation of the District;
 - 2. Affirmative action goals of the District, including State and Federal mandates;
 - 3. To accommodate program needs requiring specific qualifications among the teaching staff essential to the effective operation of a school;
 - 4. Closing of a school or a change in projected enrollment or program at a site;
 - 5. Performance renewal - an employee may be involuntarily transferred no more than once every three (3) years in order to improve his/her performance, if the deficiencies in performance have been reflected in the most recent official written evaluation of the employee as not met;
 - 6. Possession of the appropriate credential;
 - 7. Major/minor field of study;
 - 8. Bilingual education program requirements, categorically funded program requirements, or other Federal/State requirements, such as compliance with No Child Left Behind Requirements.

The employee at that site or facility with the lowest seniority in the District shall be reassigned, provided the above factors are equal.

Article X

Safety Conditions of Employment

- A. The District shall make a reasonable effort to eliminate unsafe or hazardous conditions that endanger the health, safety, or well-being of employees.
- B. Employees shall notify their immediate supervisor in writing of any unsafe condition in the District directly affecting their welfare or the welfare of their students. Their immediate supervisor shall investigate said reported unsafe condition and shall notify the employee in a written report of findings within ten (10) working days of receipt of report of unsafe condition. Report of findings shall include suggested action and an estimated timetable for implementation of suggested action.
- C. Any certificated employee witnessing or receiving information relative to the cutting, defacing, or otherwise injuring of real or personal property belonging to the District or to an employee in the District will report such willful acts to their immediate administrator and/or designee.
- D. Employees may use the same degree of physical control over a student that a parent would be legally privileged to exercise, but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of students, or to maintain proper and appropriate conditions conducive to learning. In Accordance with Education Code Section 49001 employees are prohibited from administering corporal punishment on students.
- E. Whenever any employee of the District is attacked, assaulted, or menaced by any student, it shall be the duty of such employee, and the duty of any person under whose direction or supervision such employee is employed in the public school system who has knowledge of such incident, to promptly report the same to the appropriate law enforcement authorities of the county or city in which the same occurred.
- F. Unit members who have placed in their classroom special education inclusion student(s) or any student who requires specialized health care procedures pursuant to an Individual Education Program (IEP), Rehabilitation Act Section 504 or other plan or program required by State or Federal Law, shall be provided with the necessary assistance, training and materials so that the placement of the student(s) does not create an unsafe or unhealthy condition for the employee or for the other students in the class. The placement of said student(s) shall not cause disruption to the educational process.

Revised: 11-29-11

G. Student Suspension.

1. Education Code Section 48910 permits teachers to suspend students from their classes pursuant to the following requirements:
 - a. A teacher may suspend any pupil from the teacher's class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the principal's designee for appropriate action. If that action requires the continued presence of the pupil at the school site, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor or a school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension without the concurrence of the teacher of the class and the principal.
 - b. A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.
 - c. A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the principal's designee for consideration of a suspension from the school.
2. Grounds for suspension are set forth in Education Code Section 48900 and are set forth as follows:
 - a. Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or his or her designee.
 - c. Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
 - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an

intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

- e. Committed or attempted to commit robbery or extortion.
 - f. Caused or attempted to cause damage to school property or private property.
 - g. Stolen or attempted to steal school property or private property.
 - h. Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
 - i. Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j. Had unlawful possession of, or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
 - k. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
 - l. Knowingly received stolen school property or private property.
3. The District shall provide each employee written procedures concerning suspension as well as a copy of the appropriate Education Code section.
- H. Employees shall use District transportation or District approved public transportation for field trips after complying with District procedures for such usage.
- I. The right of non-students to be on school campus is by permission of school administration and is revocable at anytime for security or safety reasons.
- J. Crossing Guard Procedures – The District and LLEA agree to develop procedures for crossing guard duty through a committee of equal number of District and LLEA members by February 17, 2012. The District also agrees that a stop sign and safety vest will be available for individuals assigned crossing guard duty.

Revised: 11-29-12

Article XI

Evaluation Procedures

- A. The evaluator shall be the teacher's immediate supervisor and/or other management or supervisory employee so designated by District management. Bargaining unit members shall not evaluate other bargaining unit members. The evaluator will use the ~~computerized~~ **electronic Certificated Evaluation** ~~evaluation~~ form.

Revised: 9-11-20

1. If administrators other than the designated evaluator have input into a teacher's evaluation, the involved teacher shall be notified in writing of these administrators by November 15.
2. The exception to this November 15 date is as follows:

If an additional evaluation is completed for that teacher in the same year, and additional administrators contribute information, which may affect the teacher's evaluation, the evaluated teacher shall be notified in writing thirty (30) days prior to that evaluation. A teacher will not be evaluated more than once per semester.

- B. The teacher and his/her evaluator will meet on or before November 15 of each year and review District and site goals and objectives. Prior to the conference, the teacher and the evaluator shall formulate, consistent with District and site goals and objectives, individual goals and objectives. At the conference, if the evaluator and the teacher do not agree on individual goals and objectives for the teacher, then the evaluator may establish the evaluation goals and objectives for the teacher, and the teacher may set forth constraints involved in meeting those objectives. The teacher may also establish his/her own set of goals and objectives and the evaluator will consider those goals and objectives in the evaluation, as well as the goals and objectives established by the evaluator.
- C. The evaluator will write up at least one observation per school year and discuss it with the teacher prior to the formal evaluation. A meeting to discuss the observation will be scheduled by the evaluator within ten (10) work days of the observation.
- D. Probationary teachers shall be evaluated in writing at least once each year. Permanent teachers shall be evaluated every other year unless they receive a "Not Met" rating in the areas of "Classroom Environment", "Student Control", and/or "Professionalism"; in such case they shall be evaluated the following year in those areas only. If the teacher receives a "Not Met" in "Subject Matter Knowledge" and/or "Teaching Strategies", the teacher will receive a Special evaluation in all areas.

Pursuant to Assembly Bill 954, teachers with permanent status, who have ten (10) years in the District, are No Child Left Behind compliant, been State Certification requirements, and whose previous evaluation rated as meeting standards in each area, shall be evaluated every three (3) years if there is mutual consent by the unit member and the evaluator. Either the evaluator or the teachers may withdraw the consent during any of the three years in which case the teacher is evaluated every other year.

Revised: 8-9-17

Teachers with permanent status, who have twenty (20) years of service as a teacher in LLCSD, will be placed on a 3-year evaluation cycle providing all of the criteria below is met:

- 1. State and Federal certification requirements are met**
- 2. The previous two evaluations rated as meeting standards in each area**
- 3. The employee was evaluated within the last two years**

9-11-20

The goals and objectives established pursuant to Provision B shall be considered in the evaluation, as well as the following unprioritized general criteria:

1. Subject Matter Knowledge: the teacher demonstrates knowledge of the subject matter and organizes the curriculum to make the subject matter accessible to the students.

The teacher:

- a. Organizes curriculum to support student understanding of subject matter.
- b. Uses materials, resources and technologies to make subject matter accessible to students.
- c. Demonstrates knowledge of subject matter content and student development.

2. Teaching Strategies: the teacher establishes and articulates goals for student learning, and the teacher establishes and communicates learning goals for all students.

The teacher:

- a. Uses a variety of instructional strategies and resources to respond to students' diverse needs.
- b. Engages students in problem solving, critical thinking and other activities that make subject matter meaningful.
- c. Organizes curriculum to support student understanding of subject matter.
- d. Develops student understanding through instructional strategies that are appropriate to the subject matter.
- e. Uses materials, resources and technologies to make subject matter accessible to students.
- f. Draws on and values students' backgrounds, interests and developmental learning needs.
- g. Develops and sequences instructional activities and materials for student learning.
- h. Modifies instructional plans to adjust for student needs.

- i. Collects and uses multiple sources of information to assess student learning.
 - j. Involves and guides all students in assessing students learning.
 - k. Uses the results of assessments to guide instruction.
 - l. Communicates with students, families, and other audiences about student progress.
3. Classroom Environment: The learning environment reinforces learning activities, which are modified to meet the needs of individual students.

The teacher:

- a. Establishes a climate that promotes fairness and respect.
 - b. Creates a physical environment that engages all students.
 - c. Modifies the learning environment to meet individual student needs.
 - d. Displays current student work in various areas of the curriculum.
4. Student Control: The teacher maintains appropriate and positive student control and deals effectively with pupil problems.

The teacher:

- a. Establishes and maintains standards for student behavior.
 - b. Plans and implements classroom procedures and routines that support student learning.
 - c. Follows the school-wide discipline plan procedures to improve standards of behavior and student safety throughout the school.
 - d. Treats children with respect.
 - e. Uses instructional time effectively.
5. Professionalism: The teacher practices good communications with students, staff, and community. The teacher is receptive to new situations and training.

The teacher:

- a. Uses effective oral and written communications.
- b. Prepares and keeps complete, accurate, and timely records.

- c. Works cooperatively with associates.
 - d. Knows emergency procedures and carries them out in a calm, supportive, and timely manner.
 - e. Maintains confidentiality of information.
 - f. Adheres to District and school regulations.
 - g. Is receptive to learning new classroom methods and techniques of instruction.
 - h. Accepts supervisory responsibilities and carries them out conscientiously.
 - i. Plans in a purposeful and continuous manner to achieve defined goals and objectives.
 - j. Works with colleagues to improve professional practice.
 - k. Establishes professional goals and pursues opportunities to grow professionally.
- E. The deadline for completion of the evaluation shall be May 15. If administration has not completed the evaluation by May 15th, permanent or second year probationary teachers will not be evaluated the following school year. If the teacher is absent on May 15th, (expiration of the evaluation deadline) the deadline shall be extended to the day the teachers returns to work. The evaluator will discuss with each teacher the evaluation. The evaluation form shall contain three rating categories: (1) Met, (2) Met with Reservation and (3) Not Met. The District and the Association recognize that even if a permanent teacher is not subject to the formal evaluation procedure, he or she must still be held accountable for meeting District and site goals and objectives.

A teacher who is placed on a Special evaluation in all areas is required to receive assistance from a Supporting Teacher.

A teacher who is placed on a Special evaluation in the areas of Classroom Environment, Student Control, and/or Professionalism may receive assistance from a Supporting Teacher.

The Support Teacher assigned will be mutually agreed upon by the Superintendent or Superintendent's designee and the teacher.

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Revised: 7-16-14

The teacher shall have the right to initiate a written reaction to the evaluation. The teacher may list areas in which he/she had no authority or ability to control. Such response shall become a permanent attachment to the teacher's personnel file. At the option of the teacher, the evaluation may be reviewed by and discussed with the Superintendent.

A teacher who is placed on a Special evaluation may be assigned a Support Teacher that is mutually agreed upon by the Superintendent or Superintendent's designee and the teacher. Supporting Teachers must meet the following criteria and will be paid at the hourly rate:

- a. Must possess a valid credential.
- b. Must have four consecutive years of employment in the district.
- c. Must have permanent status.
- d. Must have received no rating less than "Meets District Standards" on the last two Certificated Performance Evaluations.

A teacher who is placed on an Improvement Plan may be assigned a Support Teacher that is mutually agreed upon by the Superintendent or Superintendent's designee and the teacher. Supporting Teachers must meet the following criteria and will be paid at the hourly rate:

- a. Must possess a valid credential.
- b. Must have four consecutive years of employment in the district.
- c. Must have permanent status.
- d. Must have received no rating less than "Meets District Standards" on the last two Certificated Performance Evaluations.

Revised: 11-29-11

F. The District retains all responsibility for the evaluation and assessment of the performance of each teacher. Accordingly, no grievance arising under this article shall challenge the substantive objectives, standards, or criteria, as established in this article.

G. Complaints from the Public. The District and the Association encourage open communication between the home and school. A positive partnership between parents, teachers, and the administrative and support staff is essential to the educational process. Open and on-going communication between parents and staff minimize opportunities for problems to develop. If a parent or guardian complaint is used or becomes a factor in the performance evaluation of a teacher, the following provisions shall apply, except in cases where the allegation may require involvement by law enforcement agencies and/or child protective services.

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1. The parent or guardian shall attempt to resolve his/her concerns through verbal communication with the employee or the teacher's immediate supervisor. If the complainant contacts the supervisor first, the supervisor shall hear the complaint and encourage the complainant to speak with the teacher. The supervisor shall inform the teacher as soon as possible, but not later than two (2) school days, of any complaint under this section. The complainant or the teacher may request the supervisor to be present at a meeting between the complainant and the teacher.

No resolution of the complaint at this level shall occur without the complainant discussing the complaint with the teacher.

2. If the concern is not resolved at this level, the complaint shall be made in writing by the complainant and given to the teacher's immediate supervisor within ten (10) school days of the event giving rise to the complaint or when the complainant could reasonably be expected to know of the event giving rise to the complaint. Under extenuating circumstances, the District can waive these time limits in the exercise of the District's reasonable discretion.
3. The teacher shall be notified and furnished with a copy of this complaint within five (5) school days of the supervisor's receipt of the written complaint.
4. Within five (5) school days of receipt of the written complaint by the teacher, the immediate supervisor shall meet with the teacher to discuss the concern or complaint and shall conduct a thorough impartial investigation of the matter. The teacher shall have the right to meet with the complainant. The teacher may request Association representation at any conferences pursuant to this provision.
5. If, after the above, the complaint is not resolved within five (5) school days after the conference, a summary of the complaint, the factual investigation, and the action taken shall be prepared by the supervisor and furnished to the teacher. Receipt of the summary shall be acknowledged in writing by the teacher. This acknowledgement signifies receipt of the summary only, not necessarily agreement. The teacher shall have five (5) school days to furnish a written response. The summary and written response may then be entered in the teacher's personnel file by the supervisor.
6. If a thorough impartial investigation determines that the allegations are unfounded, the complaint shall be disregarded and shall not be a matter of record, and the complainant so notified in writing. The complainant will also be notified in writing of the appeal process.
7. In the event that the complaint is not resolved to the satisfaction of the parent or teacher, an appeal may be filed with the Superintendent or his or her designee. This will include all documentation and reports considered in Steps 1 through 6 above. At this point, the Board will be made aware of their possible involvement in the complaint process.

The Superintendent or his or her designee shall render a written decision to all parties concerned within ten (10) school days from the filing of the appeal.

8. In the event the complaint remains unresolved, the parent or teacher may file an appeal with the Board. This appeal must be filed within twenty (20) school days of the Superintendent's decision. The Board shall render its decision within twenty (20) school days and said decision is binding and final. The Board shall adopt regulations regarding the conduct of the hearing(s) which ensure due process and confidentiality, the right for legal counsel or representation, and the right to call witnesses.

H. Personnel File.

1. Material in personnel files of teachers that may serve as a basis for affecting the status of his or her employment, is to be made available for the inspection of the teacher involved.
2. Such material is not to include ratings, reports, or records which:
 - a. Were obtained prior to the employment of the teacher involved;
 - b. Were prepared by identifiable examination committee members;
 - c. Were obtained in connection with a promotional examination.
3. Every teacher shall have the right to inspect such material upon request, provided that the request is made at a time when such teacher is not actually required to render services to the District.
4. The teacher shall be permitted to examine and/or obtain copies of material in his/her personnel file. If items described in Provision H.2.a, b, or c are in the file, they will be removed in the presence of the employee. Identification of the nature of the item being removed will be stated by the administrator without revealing the contents of such material.
5. Information of a derogatory nature, except material mentioned in Provision H.2.a, b, or c, shall not be entered or filed unless and until the teacher is given notice and an opportunity to review and comment thereon. A teacher shall have the right to enter, and have attached to any such derogatory statement, his or her own comments thereon. Such review shall take place during normal business hours and the teacher shall be released from duty for this purpose without salary reduction, or the teacher may request copies of such material to review on his or her own time.
6. The person or persons who draft and/or place material in a teacher's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.

The official personnel files for teachers shall be kept at the District Office.

Article XII

Grievance Procedure

A. Definitions.

1. A grievance is a complaint by an employee that there has been an alleged violation, misapplication, or misinterpretation of the specific provisions of this Agreement.
2. A grievant is a District employee in the bargaining unit covered by this Agreement who is filing a grievance. A grievant may also be one or more employees having a common concern who file one grievance form. Each individual must be directly affected by the alleged violation and must sign the grievance form. An Association representative may file a grievance on behalf of the Association if a specific provision of Article IV, "Association Rights", is alleged to have been violated. The Association may file a grievance on behalf of an identified employee.
3. A day is any day in which the central administrative office of the District is open for business.

B. Governing Regulations.

1. Any employee in the bargaining unit may present grievances relating to a contract dispute to his/her employer and have such grievances adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement. The employer shall not agree to the adjustment or resolution of the grievance at Step 1 or Step 2 until the Association has received a copy of the grievance and proposed resolution and has been given the opportunity to file a response.
2. Failure by the administration to adhere to decision deadlines constitutes the right for the aggrieved to appeal automatically to the next step. Failure of the employee to adhere to the submission deadlines shall mean the employee waives any right to further appeal; however, nothing prevents the parties from extending the dates by mutual agreement. The parties will attempt, in good faith, to adjust time limit problems, which occur beyond Step 1 as a result of summer recess. Time limits affected by the winter or spring recesses shall be extended by five (5) working days.
3. Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor.
4. All documents dealing solely with the processing of a grievance shall be filed separately from the personnel files of the participants. Contents of the grievance file shall be kept in the strictest of confidence, except as necessary to process and defend the grievance.

5. When it is necessary for a representative designated by the Association to process a grievance or attend a grievance meeting or hearing during the day, the representative will, upon notice to his/her principal or immediate supervisor, be released for a reasonable amount of time without loss of compensation in order to permit participation in the foregoing activities. Reasonable efforts shall be taken to schedule such hearings and meetings outside the instructional day.
6. When a grievance has been filed by an employee, the grievant may terminate the grievance at any time by giving written notice to the Superintendent or designee.
7. The grievant has the right to have a representative pre-sent at any step of the grievance procedure. The grievant retains the right to file a copy of the grievance with the Association at any level. The grievant must be present at each step of the grievance procedure.
8. No reprisals of any kind will be taken by either party against an aggrieved person, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

C. Steps. Grievances will be processed in accordance with the following steps:

1. Informal Resolution: Any employee who believes he/she has a grievance shall request a meeting to present the grievance orally to the immediate administrator within fifteen (15) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Both parties shall sign and date a statement to the effect that an informal conference has been requested. The administrator shall schedule a meeting within three (3) days of the request. It is the intent of this informal meeting that at least one (1) personal conference be held between the aggrieved employee and the immediate administrator. The administrator shall attempt to resolve the matter within five (5) days after the presentation of the grievance. On or before the fifth day, the administrator shall hold a discussion with the grievant to present the proposed resolution of the grievance.
2. Formal Resolution - Step 1: If the grievance is not settled during the informal discussion and the grievant wishes to appeal the grievance, the grievant shall present the grievance in writing to the immediate administrator within five (5) days after the oral decision by the administrator. The administrator shall sign and date that he/she has received the grievance. The administrator shall respond in writing within five (5) days after the receipt of the grievance. The written information provided by the grievant shall include:

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- a. A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
- b. A listing of the provisions of the Agreement which are alleged to have been violated or misapplied;
- c. A listing of the reasons why the immediate administrator's proposed resolution of the problem is unacceptable;

- d. A listing of specific actions requested of the District that will remedy the grievance.
3. Formal Resolution - Step 2: If the grievance is not resolved at Step 1, the grievant shall, within five (5) days after receipt of the written decision, present the grievance in writing to the Superintendent or designee. Within five (5) days of receipt of a grievance, the Superintendent or designee shall, if so requested, meet with the grievant in an effort to resolve the grievance. The Superintendent or designee shall make a written disposition of the grievance within twenty (20) days after the filing of the Step 2 grievance. The Superintendent or designee shall have the duty to inform the Board of all grievances appealed to Step 2 and of the proposed resolutions.
4. Formal Resolution - Step 3:
 - a. Grievances which are not settled at Step 2, which the Association desires to move to arbitration, and which involve the interpretation or application of the express terms of this Agreement and policies specified in the definition of "grievance," may be submitted to arbitration as provided in this article, but only if the Association gives written notice to the District of its desire to arbitrate the grievance within twenty (20) working days after the termination of Step 2 of the grievance procedure. It is expressly understood that the only matters which are subject to arbitration under this article are grievances which were processed and handled in accordance with the procedures of this article. The request for arbitration must be accompanied by a clear and concise statement of the reasons for requesting arbitration and a proposed remedy.
 - b. As soon as possible, and in any event not later than ten (10) working days after the District receives written notice of the Association's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected from a panel of arbitrators presented by the American Arbitration Association or a similar organization.
 - c. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement. The arbitrator shall only find whether there has been a violation of the express terms of this Agreement and, if there is such a violation, to order an appropriate remedy. The findings of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, except to the extent that post-hearing briefs are filed. Such post-hearing briefs, if any, shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other. The arbitrator shall conduct the arbitration in accordance with the rules of the American Arbitration Association or by mutual agreement of the parties. Expedited arbitration procedures may be mutually agreed upon in appropriate cases and with the approval of the arbitrator.

- d. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority, nor shall the arbitrator consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties, as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification (whether by addition or by detraction) of the written terms of this Agreement. The arbitrator shall not make any decision or award, or fail to make any decision or award, merely because in his opinion such decision or award is fair or equitable. The arbitrator shall have no power to grant an award on any grievance based on facts or actions which occurred before or after the term of this Agreement.
- e. The findings and award of the arbitrator, which are within the limits herein prescribed, shall be final and binding on all parties.
- f. All fees and expenses of the arbitration, including the costs of a reporter's transcript if either party requests the same, shall be shared equally by the parties, fifty percent (50%) District and fifty percent (50%) Association. Each party shall bear the expense of the presentation of its own case.
- g. The arbitrator may hear and determine only one grievance at a time, unless the parties mutually agree to consolidate similar grievances.

Article XIII
Class Size

- A. The District will make progress towards an average class size of 24:1 at each school site in grades TK-3 by 2020-2021 providing that the K-3 CSR Augmentation, Supplemental and Concentration grant funds increase at a level commensurate to the cost of Grade Span Adjustment (GSA) plan.
- The GSA plan will use the base year of 2013-2014 class size.
 - The District will begin implementation in the 2014-2015 school year. The current District goal is to reduce class size by one student per year in accordance with statute and available funding.
 - The TK-3 class average for each school for the 2014-15 school year will be 29:1
 - No TK-3 class shall have more than 29 students.

Revised: 7-16-14

The staffing ratio shall be 1:31 in grades four, five and six. The staffing ratio for grades seven and eight shall be 1:26. These figures exclude students who are mainstreamed into regular classes for less than twenty-five percent (25%) of the student day at the K-5 level and for less than one-half (1/2) of the period at the 6-8 level. These figures also exclude nurses, librarians and special education teachers.

Revised: 8-9-17

- B. If a fourth, fifth, sixth, seventh or eighth grade class contains thirty-three (33) students, the site administrator will meet within five (5) days with the teacher(s) to discuss the possible alternatives and/or solutions if a thirty-fourth (34th) child is enrolled. This discussion should include, but not be limited to, the following options:
1. Redistributing students;
 2. Forming combination classes;
 3. Reviewing interdistrict and intradistrict transfers;
 4. Sending students to other schools;
 5. Other mutually acceptable arrangements.

If mutually acceptable arrangements cannot be made by the parties at that site, the administrator shall file a report with the Superintendent or designee describing why the class size could not be reduced. A copy of the report will be forwarded to the Association President.

- C. Special education classes shall not exceed State mandates, except as provided for in the Education Code and when special permission is obtained from the State Department of Education.
- D. The District shall make a reasonable effort to equally balance the number of students assigned to classes in the same grade level and/or subject matter. The number of combination classes shall be kept to a minimum, when possible.

Revised: 11-29-11

~~E. If a fourth (4th) or fifth (5th) grade teacher's class is at thirty two (32) students or above, then no student attending the District on an interdistrict permit shall be placed in that teacher's class. This provision shall not apply to any type of class that typically exceeds 32 students.~~

Revised: 10-11-07

Revised: 9-11-20

F. If a middle school physical education class reaches over forty-two (42) students, an instructional assistant will be assigned to the affected class.

G. When an instructional assistant assigned to physical education at the middle schools is absent, the District will make every reasonable effort to find a substitute instructional assistant for the absent instructional assistant.

H. Unit members shall be compensated at the hourly rate (1 hour each day) beginning on day ten (10) that a class exceeds its contractual limit and continued until class size is within contractual limits.

Revised: 11-29-11

Revised: 8-9-17

Article XIV

Teacher Supervision and Evaluation of Instructional Assistants

- A. The teacher shall be involved with the screening, interviewing, and recommendation for possible employment of newly employed instructional assistants.
- B. Teachers utilizing instructional assistants shall have input regarding recommendations concerning the performance of assigned duties of instructional assistants.
- C. If an instructional assistant's presence interferes with effective learning in the classroom, the teacher, upon request, shall be granted an interview with the principal to discuss possible alternatives, including relocation of the instructional assistant. The principal shall make final determinations regarding alternatives.

Article XV

Faculty Advisory Council

- A. A functioning Faculty Advisory Council may be created by the certificated non-administrative/supervisory personnel at each building site. The formation of such council shall be the responsibility of the non-administrative personnel.
- B. A Faculty Advisory Council, which should represent the certificated personnel of its school, shall be elected in each school and special service department with three (3) or more employees.
- C. The size of the council shall be determined by the faculty and principal.
- D. No Fewer than three (3) school days prior to a scheduled FAC, the site principal shall be given a copy of the FAC issues and/or problems. The principal will have the opportunity to resolve issues before the scheduled FAC. Unresolved issues that are of mutual concern will be presented at the scheduled FAC. Each building principal and advisory council shall discuss problems of mutual concern; however, the principal shall have the responsibility to resolve issues and/or problems.

Revised: 9-1-15

- E. The final written agreements reached through meetings between the principal and the Faculty Advisory Council shall be signed by each party and reproduced and distributed to each employee. Responsibility for the distribution shall be up to the council. The principal shall have approval of any materials to be distributed as a result of council meetings.
- F. All final written agreements shall be kept and maintained in the principal's office, with a copy to the Faculty Advisory Council person.

Article XVI

Early Retirement

- A. Participation in the plan is voluntary.
- B. In order to be eligible to participate in the Early Retirement Incentive Plan, an employee must meet the following requirements:
 - 1. A certificated employee;
 - 2. A member of the State Teachers' Retirement System (STRS);
 - 3. Between the minimum STRS service retirement age of fifty-five (55) and sixty-five (65) years of age;
 - 4. Served satisfactorily, as determined by written evaluations in the District, for a minimum of ten (10) years;
 - 5. A regular full-time or part-time employee, who has worked full time in the District for at least 15 years. Substitutes, home, and hourly employees are not eligible.

Revised: 11-29-11

- C. Leaves of absence, paid or unpaid, shall not be counted when computing number of years served. Only those months in which the employee has worked seventy-five percent (75%) of the contract year shall be counted. Ten (10) months of service equals one (1) year. For purposes of this rule and regulation, the years worked need not be consecutive, provided they are not interrupted by a resignation.
- D. Participants in the Plan will enter into a written agreement with the District which will state that the district will pay ~~six thousand five~~ **seven thousand four** hundred dollars (~~\$6,500~~) (**\$7,400**) per year for up to seven (7) years or when the participants reaches 65 years of age, whichever is earlier. This amount may be used as a credit toward the premium of the health plan of the employee's choice from those offered regular employees.

Revised: 11-29-11

Revised: 9-1-15

Revised: 9-11-20

Retirees are eligible to participate in an IRC 125 plan to apply annual payments to health benefits premiums.

Article XVII

Reduced Services Employment

- A. Participation in the program is voluntary.
- B. In order to be eligible to enroll in the Reduced Services Employment, an employee must meet the following requirements:
 - 1. A certificated employee;
 - 2. A member of the State Teachers' Retirement System (STRS);
 - 3. Between the minimum STRS service retirement age of fifty-five (55) and sixty-five (65) years of age;
 - 4. Served satisfactorily, as determined by written evaluations in the District, for a minimum of ten (10) years;
 - 5. A regular full-time employee. Part-time, substitute, home, and hourly employees are not eligible.
- C. Leaves of absence, paid or unpaid, shall not be counted when computing the number of years served. Only those months in which the employee has worked seventy-five percent (75%) of the contract year shall be counted. Ten (10) months of service equals one (1) year. For purposes of this rule and regulation, the years worked need not be consecutive, provided they are not interrupted by a resignation.
- D. All applications for participation in this program must be approved by the Board. A maximum of five percent (5%) of the total certificated staff will be eligible in any one year.
- E. When more applications for the Plan are received than the allocation percentage will accommodate, the original order of employment which determined seniority rights shall determine priority rights to participate in the Plan. The specific Plan is irrevocable until completed or terminated by mutual agreement.
- F. Participants in the Plan will assume a reduced workload of half-time employment, the assignment to be approved by the Superintendent commensurate with the needs of the District. The District reserves the right to deny granting a reduced workload to any employee if doing so would create very unusual or difficult staffing problems. Participants shall receive full fringe benefits based on full-time employment.
- G. The participant's salary shall be half the salary he/she would receive if employed full-time. Regular increments, longevity increments, class, and step changes shall apply, except that the salary shall be one-half (1/2) the normal amount. Reduced service may be on a daily schedule or full-time for at least one-half (1/2) year. The employee shall retain all other rights and benefits for which he/she or the District makes the payments.

- H. The employee and employer will agree to submit contributions to the State Teachers' Retirement System based on the compensation which would be earned for full-time employment.
- I. Full retirement credit is not earned until the end of the full school term or full school year. Participants who terminate prior to these concluding periods will receive retirement credit based on the salary actually paid in the proportion that it relates to the annual salary that would have been paid had the employment continued.
- J. All rights mandated by law and any additional benefits which may be granted by the District to its employees shall be applicable to any and all such employees who are on contract for reduced teaching service. The agreement or contract for reduced service shall be executed by the employee and the employer, in writing, thirty (30) days prior to the period of reduced service. The agreement can be revoked only with the mutual consent of the employee and the employer.
- K. Reduced Services Employment may not exceed the minimum of one-half (1/2) of the number of days of service required by the employee's contract of employment during his/her final year of service in a full-time position. Minimum salary paid shall be equal to no less than one-half (1/2) time service.
- L. Reduced Services Employment shall be for a one (1) year period. No more than four (4) renewals shall be granted. Each renewal shall be subject to the needs of the District and may be denied if its continuance would create very unusual or difficult staffing problems. A denial, however, shall be only temporary and the employee, upon reapplication, shall receive priority consideration the following school year. No employee shall participate after attaining the age of seventy (70). Any employee in the program who reaches age seventy (70) during the school year may continue his/her reduced service for the balance of that year.

Article XVIII

Miscellaneous Provisions

- A. This Agreement shall supercede any rules, regulations, or practices of the Board which are inconsistent with the terms of the Agreement.
- B. Any individual contract executed between the Board and an employee shall be subject to and consistent with the terms and conditions of this Agreement.
- C. The District recognizes the right of employees to consult on the selection of textbooks (to the extent such matters are within the discretion of the District).
1. The District shall provide a procedure that complies with the annual State adoption and selection of textbooks. Each employee shall receive a copy of such procedures.
 2. The procedure shall provide that employees select representatives by school and grade level groups at elementary sites and by subject matter groups at the intermediate sites to serve on a District-wide textbook committee. Special education teachers shall be included as representatives as appropriate.
Revised: 8-9-17
 3. The District shall provide adequate released time for the District committee and one (1) minimum day at each site for employee involvement in text selection.
- D. The District and the Association agree to split the cost of printing the Agreement. The District will provide a copy of this agreement for each bargaining unit member within 90 calendar days after ratification and Board approval. New certificated employees will receive a copy when they become bargaining unit members. ~~Additional copies (ten percent)~~ **Up to 30 copies** will be provided to LLEA. Copies of any additional agreements reached shall also be provided for each bargaining unit member within 90 calendar days after ratification and Board approval. Association designated representative will proofread the contract prior to the reproduction by the District.
9-11-20
- E. During a workday, a TK-5 teacher may have a maximum of six (6) students from an absent teacher's class assigned to his or her class. The teacher who receives the students shall be reimbursed at the rate of \$37 after the students have been in his or her class for one (1) hour. The site administrator shall make a reasonable effort to distribute equitably the students of the absent teacher.
Revised: 7-16-14
Revised: 8-9-17
- E. If a sixth, seventh or eighth grade teacher is assigned to use all or part of his or her preparation period to substitute for an absent teacher, then that teacher shall be compensated at the rate of **\$37**.
Revised: 8-9-17

- G. The District shall give employees at least five (5) working days notice of District required testing programs that must be given to the employee's students.
- H. Employees who are required to change classrooms after the first instructional day of the school year shall be entitled to three days of preparation time.
- I. The District and the Association shall develop the school calendar for the term of each contract.

Revised: 7-16-14

- J. Unit members may access half-day substitutes.
- K. The District shall request LLEA representation for all District level committees.

Revised: 11-29-11

- L. Prior to the completion of the sixth week of the new school year, ~~with the support of the site administrator, all unit members shall provide the district with a certificate that they have completed and passed the online training for Mandatory Child Abuse and Reporting for educators.~~ **All unit members shall be compensated for 30 minutes, prorated, at the hourly rate when completed during the summer break or outside of their work hours.**

Revised: 9-1-15

9-11-20

- M. **All teachers will complete Sexual Harassment Prevention training as specified in SB 1343. Teachers will be compensated one hour at the hourly rate once they have completed the online training. This training must be competed every other year.**

9-11-20

Article XIX

Hours

- A. The total length of the employee workday, including preparation time, duty-free lunch, recesses, and required time before and after school, shall not exceed seven and one-half (7-1/2) hours per day for TK-8 grade employees. The start time shall be set by the site administrator. Leadership Team members or a grade level representative will have input into grade level student supervision duty schedules. The site administrator maintains final decisions on student supervision duty schedules.

Revised: 11-29-11

Revised: 7-16-14

Revised: 8-9-17

- B. Employees will not be required to remain at site meetings which continue thirty (30) minutes beyond the work day, as specified in Provision A. A site meeting is any meeting called by a site administrator. The site administrator shall provide employees at least two (2) working days notice of school or District required meetings, unless it is necessary to communicate urgent information. **Meetings held prior to the start of the contractual day will be voluntary, excluding scheduled IEPs.**

Revised: 9-11-20

- C. Notwithstanding Provision A, employees may be required to remain at District meetings until 4:00 p.m. on any work day. ~~If a meeting is called to include TK-3 grade employees only, the meeting shall end at 4:00 p.m.~~ District meeting means a meeting called by any staff member other than a site administrator. Employees shall receive two (2) days prior notice of District meetings, unless an emergency situation exists.

Revised: 11-29-11

Revised: 7-16-14

Revised: 9-11-20

- D. It is in the mutual interest of the LLEA and the District that the distribution of Wednesday school improvement days shall be as follows:

1. The District shall select the topic(s) for the fourth Wednesday each month and such meeting shall end at ~~4:00~~ **3:30** p.m. The District may assign this day to the site administrators at its discretion. Report cards should be considered as a District topic. The District Wednesday prior to the report card due date may be assigned to teachers to complete report cards.

Revised: 7-16-14

Revised: 11.30-18

2. The site administrator shall select the topic(s) for the second Wednesday each month and such meeting shall end at 3:30 p.m. Report cards should be considered as a site administrator topic. The site administrator Wednesday prior to the report card due date may be assigned to teachers to complete report cards.

Revised: 7-16-14

3. The teachers shall have the first and third Wednesday each month to collaborate with one another and the ending time of these meetings shall be based on the end of the teacher work day.

Revised: 11-29-11

4. Selection of the topics for any additional Wednesday shall alternate between the teachers and the

site administrator. Administrator meetings shall end at 3:30 p.m. The ending time of teacher meetings shall end at the end of the teacher work day.

This language shall only be effective during the time the District maintains the school improvement days that are also instructional days for TK-5 teachers.

Revised: 7-16-14

E. The limitations set forth above shall not apply to attendance at parent conference days, back-to-school night, open house, or any meeting or program where the employee's students are involved in plays and presentations.

F. Parent conference days, back-to-school night, and open house will be minimum days. In consideration of the employee's performance of duties at **parent conference week**, back-to-school and open house, employees may leave the site at the end of the instructional day **on those occasions when their professional responsibilities (pursuant to the job description) on that day are met.**

Revised: 9-11-20

G Employee participation in any additional activities shall be voluntary.

H. Employees will be required to work 187 days in each work year, including 180 days of instruction ~~for 2014-2015 school years.~~

Revised: 11-29-11

Revised: 7-16-14

Revised: 9-11-20

I. The calendars are attached as Appendix "A".

J. The first **three instructional days** and last instructional days shall be minimum days for students in grades ~~1-8~~ **TK-8. The distribution will be as follows:**

- **The first and third day will be given to the teachers for teacher planning**
- **The second day will be given to the site administrator**

The day before Winter break shall be a minimum day.

Revised 11-30-18

K. The District shall make a good faith effort to have all meetings related to the implementation of Special Education laws, rules, and regulations held during the regular work day. Teachers will be compensated at the hourly rate for Individual Education Plan meetings that extend beyond 4:00 p.m.

Revised: 11-29-11

L. The parties recognize that professional responsibilities of employees require their diligent performance of instructional and other responsibilities, including, among many others, planning, selecting, and preparing materials for instruction; evaluating work of students; providing for the needs of students after the end of the students' instructional day, and all those duties set forth in this article.

- M. TK-8 grade employees shall be permitted to deviate from the regular workday by leaving early (no earlier than 3:00 p.m.) on those occasions when their professional responsibilities (pursuant to the job description) on that day have been met.

Revised: 8-9-17

- N. The site administrator in consultation with the Kindergarten staff will schedule a 10 minute p.m. recess. The K staff will provide a rotation of duty and/or break time.

Revised: 11-06-09

The determination of curriculum will reflect and be aligned to the California State Standards. In collaboration effort, Kindergarten teachers at each school site will determine when to schedule their curriculum.

The District will provide start-up materials, supplies and facilities (base program) to support the Full Day Kindergarten program. No site categorical funds will be used for base program.

Strategy Four Action Team includes LLEA appointed representation. Central Committee has LLEA appointed representation. The evaluation process within Strategic Planning includes an annual update for Central Committee members; no action is taken without Board of Education approval of any recommendations made. Any committee/action team (group or sub-group) will include LLEA appointed representation. (Action team minutes will be approved at each school site in a notebook format and will be provided to an LLEA appointed representative).

- O. Preparation Period Program: The District shall provide preparation periods of thirty (30) minutes per week for **elementary RSP**, transitional kindergarten, kindergarten, first, second and third grade teachers and sixty (60) minutes per week for fourth and fifth grade teachers. Teachers and the school principal are responsible for the development of programs that provide preparation time to the teachers. TK-3 grade preparation period programs and 4-5 grade preparation period programs should be developed through a collaborative process within the limits set forth herein.

Revised: 11-29-11

Revised: 7-16-14

Revised: 9-11-20

1. The sixty (60) minute per week preparation period program for students may include:

- a. Library book selection and return;
- b. Gathering data on assigned research projects;
- c. Completion of book reports;
- d. ~~Expansion of the District's literature program, as outlined in the Board adopted reading resource guide.~~
**Physical education from certificated staff
(lessons will not be planned by the classroom teacher)**

Revised: 9-11-20

2. Teachers will use their preparation time for:
 - a. Lesson planning;
 - b. Parent conferences;
 - c. Student conferences;
 - d. Phone calls to parents;
 - e. Correcting papers;
 - f. Preparing material at IMC;
 - g. Other areas related to preparation for instruction.

3. In the event a TK-5 teacher does not receive his or her preparation time, the principal shall provide an alternate preparation period within a reasonable amount of time. Preparation time lost due to holidays and furlough days may be made up within a reasonable amount of time with the exception of Thanksgiving break, winter break and spring break. Preparation time will not be made up in the event of the teacher's own absence.

Revised: 11-29-11

Revised: 7-16-14

4. Middle school teachers **and RSP middle school teachers** shall have one (1) unassigned period within the instructional day set aside exclusively for teacher initiated preparation, planning and conferencing. The preparation period shall be the same length as the regular class period and shall be staggered. This language is not intended to change past or current practice regarding preparation period.

Revised: 9-11-20

P. Restructuring of Schools: The following guidelines shall apply to the restructuring of schools, as implemented beginning with the 1993/94 school year:

1. All unit members affected by the restructuring and other interested unit members shall be involved at the school site in planning for any restructuring and changes in the future.
2. The format to reach agreement regarding concepts in restructuring, implementation of the concepts and final determination of the plan shall be by consensus of unit members and management involved, with approval of the Board of Education.
3. Any concept which will abridge the collective bargaining agreement between the District and the Association shall be a topic of discussion at the bargaining table.

4. Site specific contract amendments may be agreed upon by the District and the Association as addenda to the collective bargaining agreement. Said amendments shall have a designated life and shall be reviewed and evaluated by both the Association and the District. The use of personnel other than unit members shall be a topic of such contract amendments.
5. The Association shall have the opportunity to review the plan(s), evaluate the plan(s), and recommend to the individual site the continuation or changes in the plan(s).
6. Monitoring and evaluation of the restructuring plan and amendments will take place mid-year and at the end of each school year.

Article XX

Compensation

- A. Employees will be paid according to “Annual Teacher Salary” in Appendix B and “Salary Regulations” in Appendix C.
- B. The bilingual stipend shall be provided pursuant to the following language:
 - 1. Employees, including resource employees, who are required to use bilingual skills In bilingual classes, as required by the statutes enacted by Proposition 227 shall receive a stipend ~~payable on or before June 30 of each year~~ as follows:

9-11-20

In order to be eligible for a stipend, teachers must possess for at least 75% of the school year:

- a. Either
 - 1. Bilingual Credential (BCC)
 - 2. Bilingual Cross-Cultural Language Academic Development (BCLAD) Certificate
- 1. Employees teaching in a designated alternative (bilingual) class shall receive an annual stipend of \$2,500 per year.
- 2. Employees teaching a Structured English Immersion (SEI) class shall receive an annual stipend of \$1,000.
- C. A nurse may qualify for a bilingual stipend by passing the multi-culture and language (Spanish) portions of the exam approved by the California Commission on Teacher Credentialing.
 - 1. A nurse who has passed one of the two portions and has received notice of passage in the first twenty five percent (25%) of the school year shall receive \$150.00 per year.
 - 2. A nurse who has passed both the multi-culture and language portions of the exam and has received notice of passage in the first twenty-five percent (25%) of the school year shall receive \$1,000 per year.
- D. The district will set criteria for signing proficiency as it applies to teachers of communicatively handicapped classes and will designate the qualifying exam. The exam will be administered by an outside agency. A communicatively handicapped teacher who has passed the exam and has received notice of passage in the first twenty-five percent of the school year shall receive \$1,000.00 per year.
- E. An annual stipend of \$2,000 is offered to special education teachers in special education assignment holding the following credentials:
 - 1. Intern
 - 2. Preliminary
 - 3. Clear or Professionals Clear Special Education Credentials

F. An annual stipend of \$1,000 is offered to Speech/Language Pathologists holding their Certificate of Clinical Competence (CCC) from the American Speech/Language Pathology Association.

Revised: 7-16-14

G. ~~Warrants issued for stipends will be issued on a semi-annual basis, following the end of each semester.~~ **Stipends will be paid monthly on each monthly payroll warrant.**

9-11-20

H. Any employee wishing a column change must notify Personnel and provide all necessary verified and certified documents by October 10th and February 10th, to allow for a column change effective the following month.

I. The hourly rate for teachers performing designated extra assignments (where the teacher has received prior approval for the paid assignment) including summer school assignments, shall be \$37.00 per hour beginning the 2017-2018 school year.

Revised: 11-29-11

Revised: 8-9-17

J. ~~Beginning in the 2019-2020 school year, the~~ **The instructional** calendar will reflect ~~August 25, 2014, January 16, 2015 and May 1, 2015 as~~ **three** professional development days. **One of the three days will be used for site-based grade level/content are collaboration and implementation of professional development. The collaboration team planning agenda must be preapproved by the site administrator/district administrator two weeks prior to the collaboration date.** The ~~2015-2016 District instructional~~ calendar will be negotiated with input from the LLEA bargaining team.

Revised: 11-30-18

9-11-20

1. Dates for professional development will be negotiated between parties (this will replace the three voluntary Teacher Training Days that are currently on the calendar).
2. Three professional development days will be restored. The salary schedule from 2008-09 will be used to reflect the days placed back on the schedule.
3. The use of sick leave on professional development days is subject to a written verification from Medical Doctor if requested by the District.
4. Employees may not use Personnel Necessity Leave or Personal Business Leave on professional development days unless an emergency situation is approved, in advance and in writing, by the Assistant Superintendent, Personnel Services.
5. Employees will continue to sign-in and sign-out. Full day attendance is required by employees.

Revised: 11-06-09

Revised: 7-16-14

K. Teachers who are assigned supervision duties for extra-curricular field trips (limited to fourth grade Sacramento trip, **7th grade Cataline Island science trip** and 8th grade Washington, D.C. trip) and that take place during a non-work day shall be compensated at the applicable district substitute teacher per diem rate.

Revised: 08-17-12

Revised: 9-11-20

- L. Certificated employees who have earned an Ed.D. or Ph.D. from an institution of higher education where the program has requirements for earning an Ed.D. or Ph.D. that are no less than the requirements of the University of California shall receive a 2% stipend beginning with the 2012-2013 school year.

Revised: 08-17-12

- M. **K-5 General education teachers assigned to a combination classroom shall be paid an annual stipend of \$800.**

Revised: 11-30-18

- N. **Teachers who taught in the Special Day setting in the prior year or instructed in the Adaptive P.E. or Speech and Language and hold a special education credential or License (Speech and Language Pathologist) will receive their per diem rate of pay, prorated when they teach in the Extended School Year Program.**

Revised: 9-11-20

Article XXI

Health and Welfare Benefits

A. For the term of this Agreement, benefits shall be provided at District expense, with employee and dependent coverage where necessary, with the following carriers and providers of health care:

1. CalPERS Health Plan - As soon as can be reasonably accomplished by the District and CalPERS, but no earlier than January 1, 1995, all employees shall be provided medical insurance through the CalPERS Health Plan.

a. The maximum annual dollar contribution by the District (base rate) effective January 1, 2015 shall be as follows (except PERS CARE plan):

1. Single coverage \$6,254.16
2. Two-Party Coverage \$12,508.32
3. Family Coverage \$16,260.84

Revised: 11-06-09

~~The District will make a voluntary contribution for the 2015 calendar year only for those employees selecting PERS Choice in the following amounts:~~

- ~~1. Single coverage \$76.80~~
- ~~2. Two-Party Coverage \$153.60~~
- ~~3. Family Coverage \$199.68~~

Revised: 9-11-20

* Employees enrolled in PERS CARE, single party only, in the 2006 calendar year shall be entitled to an annual District contribution of \$8,594.00.

~~b. As indicated in the attached Rates for 2010 to be effective January, 2010, please note there are no changes to District Contributions for PERS CARE from January 1, 2009 to January 1, 2010 schedule. LLEA reserves the right to negotiate health benefits for 2010-2011.~~

Revised: 11-06-09

Revised: 9-11-20

2. Delta Dental – at an annual premium of \$1688.30 based on the composite rate for teacher and dependent coverage (effective January 1, 2015).

3. Metlife – at an annual premium of \$554.30.

4. VSP (Vision): - at an annual premium of \$287.70 based upon the composite rate for teacher and dependent coverage (effective January 1, 2015).

5. Employee Assistance Service for Education (EASE) - At a premium of \$10.20 per employee for employee only.

Revised: 7-16-14

B. Employees may change from one health insurance carrier to another pursuant to the rules and regulations governing the CalPERS Health Plan.

C. Employees who work a complete year shall have health, vision and dental benefits under the District's programs effective through the last day of August. Employees who terminate their employment or are granted an unpaid leave of absence shall be provided CalPERS health coverage through the end of the pay period during which the termination occurs or during which the leave begins.

Revised: 7-25-16

D. CalPERS health benefits for new employees shall begin September 1st. Dental and vision benefits for new employees shall begin thirty (30) days after the first day of service.

Revised: 7-25-16

E. All employees shall be provided with term life insurance in the amount of \$10,000, covering employees on a year-to-year basis while employed up to age seventy (70), effective as soon as possible as allowable by the insurance carrier.

F. It is agreed by the Little Lake City School District("District") and ("Employee") that until further notice the existing employment contract between the District and Employee be amended for the purpose of purchasing qualified benefits through a Cafeteria Plan within the meaning of and requirements of Section 125 of the Internal Revenue Code of 1954, as amended.

1. The salary to be paid to the employee by the District shall be reduced by the sum of \$_____ annually for dependent medical coverage; the sum of \$_____ annually for dependent dental coverage; and the sum of \$_____ annually for payroll-deducted voluntary insurance premiums.

2. The reduction will result in the sum of \$ _____ applicable to the current plan year. The plan year shall be from September 1 through August 31 and each school year thereafter unless rescinded by the employee.

3. Apply the above sum(s) to the purchase of dependent group medical and/or dental insurance or payroll-deducted voluntary insurance premiums. Dependent coverage, two-party or family plan in one of the following: Delta Dental, CalPERS Health Plan, Vision Service Plan or Safeguard Dental Insurance premiums in one of the following: American Fidelity Assurance (CSEA Income Protection), Horace Mann (CTA), INA Admin. Trust (CSEA Life), NTA Catastrophe Illness, New York Life (CTA), Provident Life & Accident (CTA Life) or United Olympic Insurance.

4. Dependent premiums and/or payroll-deducted voluntary insurance premiums will be remitted to the carrier selected.

5. The Employee agrees that the District does not sponsor, guarantee, or to otherwise approve or recommend the Cafeteria Plan and that the validity of usefulness for tax purposes, or otherwise, of the Cafeteria Plan must be determined by the employee. The District, in providing the Cafeteria Plan qualified benefits assumes

no liability whatsoever. The Employee for himself/herself, his/her spouse, heirs, administrators, executors, and assignees, releases and shall hold harmless the District, and its officers and employees, from any claim or demand of whatever nature including those based on the negligence of the District and its officers and employees, arising from his/her participation in the Cafeteria Plan. The employee, at his/her own cost and risk, shall defend any legal proceedings that may be brought against the District and its officers and employees, on any such claim or demand and satisfy any judgment that may be rendered against any of them.

6. The Employee has reviewed the tax consequences of this Cafeteria Plan with a tax advisor or feels he/she fully understands the tax consequences of this investment. The employee further understands that, if he/she is entitled to social security benefits, reduction in wages may affect social security benefits. The Employee for himself/herself, his/her spouse, heirs, administrators, executors, and assignees, releases and shall hold harmless the District and its officers and employees from any claim or demand arising from the tax consequences of his/her participation in the Cafeteria Plan provided through the District.
7. This Agreement for Modification of Contract Salary shall automatically apply to the employment contract entered into between the Employee and the district for the duration of the plan year.
8. The Employee's salary reduction before tax allocation **MAY NOT BE REDUCED OR MODIFIED** during the plan year unless there is a change in family status. For example, a change in family status could be:
 - (a) Marriage or divorce of a participant.
 - (b) Death of a spouse or child.
 - (c) Birth or adoption of a child.
9. If, for any reason, there is not sufficient salary due and payable to the Employee for said qualified benefits to be paid therefrom, any and all obligation on the District to pay said premium is thereby terminated.
10. The Employee agrees that all computations in connection with the determination of the amount of salary reduction hereby authorized, including, but not limited to the amount of benefit payments pursuant to Section 125 of the Internal Revenue Code, shall be the responsibility of the individual Employee. Such computations shall not be the responsibility of the District, nor of any officer or employee of the District assigned any duties in connection with the Cafeteria Plan.
11. By signing the Agreement for Modification of Contract Salary, the Employee acknowledges that he/she has elected to participate in the Cafeteria Plan within the meaning of and requirement of Section 125 of the Internal Revenue Code, and understand the qualified benefits available under the Cafeteria Plan.

G. The District agrees to provide bargaining unit members with an ongoing Tax Sheltered Annuity (TSA) program that is identical to the program offered to management and classified/supervisory employees at the time of this agreement [02-20-02]. The effective date is 01-01-03. The District will notify the Association of future modifications to the management and classified/supervisory plan. Future modifications to the LLEA, CTA/NTA TSA program shall be subject to the negotiation process. Current annual amounts for the TSA program are as follows:

1. \$1,179.20 in lieu of single coverage;
2. \$2,358.30 in lieu of two party coverage;
3. \$3,065.80 in lieu of family coverage.

Article XXII

Summer School Selection Process

- A. Selection and appointment of District summer school employees shall be the responsibility of the Superintendent or designee, in compliance with this article.
- B. Employees under contract with the District for the following school year shall be given priority over employees outside the District for summer school placement.
- C. The duties and responsibilities of summer school employees shall be consistent with the duties and responsibilities of the employees during the school year that are applicable to the summer school program.
- D. Selection and Appointment: The following prioritized criteria shall be utilized when making specific employee assignments:
 - 1. Person has credential and has recency of training and experience in subject matter of assignment;
 - 2. Major;
 - 3. Minor.
- E. In the case of multiple applicants for the same summer school assignments who meet the criteria in Provision D, preference will be given to the candidate who has the least recent summer school experience in the District. When said experience is equal, the candidate with the greatest seniority shall be given the assignment. Notwithstanding the other provisions of this article, an employee shall not be eligible to teach summer school if in the last performance evaluation he/she received a rating in any of the 5 major categories on the evaluation of less than "Met."
- F. The Superintendent or designee shall advertise for summer school applications by May 1, using the form in Appendix "E". By June 1, all applicants will be notified of their tentative selection or non-selection subject to summer school enrollment, including the minimum enrollment number necessary for class offering. A list of those tentatively selected shall be sent to the Association by the end of the first week in June and shall include copies of all applications received by the District. Said list of tentatively selected summer school employees shall also be posted at each school site by the end of the first week of June.
- G. Tentative assignments shall become actual assignments after the second day of summer school, depending upon the enrollment number specified in Provision F. The District may terminate assignments at any time for lack of attendance or lack of funding.
- H. Average class size shall not exceed 32 students per class, excluding special education.

I. Employees shall be paid ~~\$37~~ **\$40** per hour.

Revised: 11-29-11

Revised: 8-9-17

Revised: 9-11-20

L. The Superintendent may waive any or all of the above dates after consultation with the Association.

Article XXIII

Job Sharing

- A. Definition. Job sharing is a plan whereby two full-time teachers would share the teaching responsibilities of one full-time position.
- B. Requirements. The employee shall have attained permanency in the District, unless otherwise approved by the District. The employee shall sign a one year job sharing agreement. If the job sharing partner were not to be able to continue the program during the contracted year, the employee agrees to either return to full-time status or take a non-paid leave of absence for the remainder of the year if the District is unable to find a suitable replacement. Job sharing plans may vary from school to school, but it is expected that each employee would have fifty percent (50%) student contact time and be on site the equivalent of fifty percent (50%) of a full-time contract to allow for planning, and other required meetings and responsibilities to fulfill the professional duties.
- Revised: 11-29-11
- C. Length of Job Sharing Contract. The program shall be of one year duration, subject to renewal on a year-to-year basis.
- D. Compensation. A participant approved for this program shall be eligible for the following benefits:
1. Fifty percent (50%) of regular salary.
 2. One year on the program shall qualify for one-half step advancement on the salary schedule.
 3. The District will pay the premium for fringe benefits at the same rate that is provided to new teachers.
- E. Request Procedure. The employee shall first discuss job sharing with the Assistant Superintendent, Personnel Services. The employee will need to determine if there is another permanent teacher in the District who is willing to participate in the program. The job sharing employees will submit a work plan that meets the approval of the building principal. Applications are subject to final approval of the Superintendent and the Board. Applications are available in the Personnel Office. All applications must be submitted to the building principal by June 1.

Article XXV

Academic Freedom and Professional Responsibility

- A. Academic freedom is both a privilege and a right bestowed by a free society upon members of the academic profession. Professional responsibility requires good faith and integrity of the teacher in the search for truth and a high degree of objectivity in the examination, verification, and presentation of facts to students. Where the teaching goes beyond fact, it must be labeled as a point of view or opinion and it must be acknowledged that other views and opinions may exist. It is the special task of the teacher to foster and to encourage among students those habits of open mindedness and critical inquiry which make for responsible citizens.
- B. It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the student(s) and sensitive to community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect teachers from any censorship or restraint which interferes with a teacher's obligation to pursue truth in performance of their teaching functions.
- C. A teacher shall have reasonable freedom in classroom presentations and discussions and may introduce political, religious, or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the curriculum and of the law.
- D. In performing teaching functions, teachers shall have reasonable freedom to express their opinions on all matters relevant to the course content, in an objective manner. A teacher, however, shall not utilize his/her position to indoctrinate students with his/her own personal, political, and/or religious views.
- E. The personal life of a teacher is not an appropriate concern of the District for purposes of evaluation or disciplinary action, unless it interferes with the teacher's performance of his/her duties.

Article XXVI

Concerted Activities

The Association hereby agrees that neither it nor its members nor representatives will incite, encourage, nor participate in any strike, walkout, nor other work stoppage against the District during the life of this Agreement.

Article XXVII

Savings Provision

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Article XXVIII

Completion of Meet and Negotiation

This Agreement constitutes the entire Agreement between the parties and concludes meet and negotiation on any subject, whether included in this Agreement or not, for the term of the Agreement.

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Appendix B
LITTLE LAKE CITY SCHOOL DISTRICT
Certificated Annual Salary Schedule

Effective August 10, 2018

Range	A-001	B-002	C-003	D-004	E-005
Step	Bachelor's	Bachelor's + 30	Master's; Bachelor's + 45	Master's + 24; Bachelor's + 60 including Master's; Bachelor's + 75 [a]	Doctoral Degree Stipend (2%)
1	49,386	49,386	50,651	54,424	55,513
2	49,386	49,415	53,189	56,963	58,102
3	49,386	51,953	55,725	59,498	60,688
4	50,716	54,490	58,264	62,035	63,276
5	53,255	57,026	60,798	64,572	65,863
6	55,789	59,560	63,334	67,111	68,453
7	58,327	62,098	65,872	69,646	71,038
8	60,864	64,635	68,405	72,181	73,625
9	63,398	67,172	70,945	74,717	76,212
10	65,935	69,706	73,481	77,254	78,799
11	68,471	72,245	76,020	79,792	81,388
12	71,008	74,778	78,553	82,328	83,975
13	73,544	77,316	81,092	84,864	86,561
14	73,544	79,853	83,627	87,398	89,145
15	73,544	79,853	86,163	89,934	91,734
16	73,544	79,853	86,163	92,470	94,320
21	73,544	79,853	88,701	95,009	96,910
26	73,544	79,853	88,701	97,543	99,494

[a] Teachers in salary cell Step 1-5, Column A-001 as of March 1, 1998, as well as any teacher regularly employed on or after March 1, 1998, must have a Master's to enter Column D-004.

Experience Credit may be given year for year.

Health Care: The District provides comprehensive hospital/medical insurance for teachers and their dependents.
A choice of health providers is available under the CALPERS Program.

Eye Care: The District contracts for insurance with Vision Service Plan covering eye care for teachers and their dependents.
This plan provides for periodic examinations and conventional eyewear or contact lenses.

Dental Care: The District contracts for a comprehensive plan of dental care for teachers and their dependents through Delta Dental or Safeguard

Life Insurance: A term life insurance policy with \$10,000 maximum benefits is provided for teachers.

Peer Assistance and Review (PAR) Program: The District's PAR program offers stipends to outstanding teachers who provide support and assistance to their fellow teachers. (program is suspended)

Bilingual Stipends: These stipends are offered to certificated personnel teaching in a designated bilingual classroom.
Available Stipends: \$2,500 - BCLAD Certificate/Bilingual Classroom
\$1,000 - BCLAD Certificate/SEI Classroom

Special Education Stipend: An annual stipend of 2,000 is offered to special education teachers in special education assignments holding the following credentials:

Intern, Preliminary, Clear or Professional Clear Special Education Credentials

Speech Language Pathologist Stipend: An annual stipend of \$1,000 is offered to Speech/Language Pathologists holding a Certificate of Clinical Competence from ASHA

Sign Language Proficiency Stipend: An annual stipend of \$1,000 is offered to teachers of the Deaf and Hard of Hearing who demonstrate signing proficiency.

Appendix C

Salary Regulations

- A. **General.** Teachers who serve less than the required annual number of working days for regular full time teachers in their classifications, shall receive salary in the ratio that the number of days actually served bears to the total number of annual working days for that classification. Notwithstanding the above, teachers who serve for one full school semester shall receive not less than one-half the annual salary applicable to their group and step (E.C. 45041).

Salary warrants with appropriate deductions for regular teachers shall be issued on or about the first working day of each month.

Mandatory deductions from gross earnings are those required by law and include Federal and State Income Tax and State Teachers' Retirement System.

Optional deductions are those deductions the teacher may elect to have taken from his or her gross earning. Such deductions are made for items and services that are, from time to time, made available to the teachers by Board action. Optional deductions must be initiated in writing by the teacher. This authorization shall remain in effect continuously until the District receives from such teacher written notice withdrawing the authorization for the deduction.

- B. **Initial Placement on Schedules.** Credit for service outside the District may be allowed on the salary schedule at the rate of one increment (step) for one year (or full time equivalent thereof) of comparable service.

Employment as a day-to-day substitute shall not be used in computing years of service for salary placement or advancement.

All course work approved for initial placement must be verified by official transcripts. Obtaining official transcripts is the responsibility of the teacher. All transcript verifications must be received within thirty (30) days of the signing of the teacher's initial contract ("Offer of Employment"). Failure to do so will result in the District's withholding salary warrants until such documents are placed in file. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule. Units earned prior to the bachelor's degree shall not be considered for salary placement.

The accreditation status of a college, university, or private school at the time the degree or units are earned shall prevail. Previous or subsequent accreditation shall not be considered.

- C. **Vertical Movement.** All teachers shall advance one vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class. Half-year units of experience credit will be granted upon approval. At no time, including times when the salary schedule is modified, shall a teacher advance more than one step per year.

Teachers who have been employed in the regular educational program of the District as probationary or permanent teachers before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects, will be entitled to continue vertical advancement on the salary schedule for each year of service while assigned to such restricted programs.

- D. **Horizontal Movement.** Course credit for salary placement and movement shall be given only for course work taken after receipt of a bachelor's degree at community colleges, four year colleges, universities, or graduate schools which are accredited by a regional accrediting commission and for courses and approved programs that have received prior approval from the Assistant Superintendent, Educational Services. The decision of the Assistant Superintendent, Educational Services may be appealed to the Superintendent of his or her designee.

Courses taken will apply toward salary advancement if they meet one or more of the following criteria:

1. The course or courses are taken at the direction of the evaluating administrators.
2. The course or courses are in the skill subject field, reading, arithmetic, language arts, or a subject within the adopted curriculum of the Little Lake City School District.
3. The course is offered in the school district and has been initiated by Educational Services.
4. Committee work, workshops, and inservice training activities have been designated for column change credit by Educational Services. The number of column units will be assigned in each instance by Educational Services, subject to approval by the Board of Education.
5. The college or university course or courses are requirements for an advanced degree in an area of instruction with the Little Lake City School District curriculum.
6. The college or university course or courses if required for an advanced credential authorized by the State of California for services in the schools of the State or an advanced degree not in a designated area of the curriculum of the Little Lake City School District, shall be considered for column change credit.

All grades received for college or university courses completed will be accepted if they meet the following criteria:

1. C grade or better when the A through F five point scale is used.
2. A notation such as "for credit" or "passing satisfactory" when a descriptive word is used.

Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds.

The column change request must include all necessary verified and certified documents. If a teacher is unable to submit supporting records or transcripts verifying post-graduate units of study that apply toward reclassification, official notice in the form of a grade card or letter from the college or institution shall be submitted. Such temporary verifications that indicate satisfactory completion of the course of courses shall be sufficient to meet the above requirements.

The teacher shall provide the official transcript or affidavit document to the District as soon as it is available, but no later than one month after the request is submitted.

The burden of proof of training, experience, possession of credentials and other required documents shall lie with the teacher, both for initial placement and for subsequent reclassification. Any error in classification shall be corrected as soon as the error is verified.

Audit courses will not be accepted as training credits valid for salary schedule placement or reclassification. Credit will not be accepted for course work taken in the conjunction with an accredited college or university which sponsors travel tours for credits must have such credit assigned upper division or graduate status, assigned a course title, and be given unit value.

Health and welfare benefits are posted on the district's website

**Little Lake City School District
Personnel Services**

Summer School Application

Name: _____ Date: _____

Present teaching assignment: _____

Do you plan to teach in the Little Lake City School District next September?

Yes _____ No _____

For what grade/subject are you applying to teach in summer school?

When did you last teach summer school? _____

Type of credential you hold: _____

Subjects authorized by credential: _____

Major: _____ Minor(s): _____

List any training applicable to teaching in which you have participated in the last five years.

Personnel Office Use Only:

Received in Personnel Office: _____

Ed. Code § 44938 Requirement: Yes _____ No _____

Appropriate Credential: _____

Appendix F

LITTLE LAKE CITY SCHOOL DISTRICT

Certificated Performance Evaluation

School Year: _____

Evaluatee: _____ Title: _____

Location: _____ Grade: _____

Evaluator: _____ Title: _____

History Years with Evaluator: _____

Years in District: _____

Years in Current Assignment: _____

Status: Temporary _____ Probationary _____ Tenure _____

Reason for Evaluation: Regular _____ Special _____

Type of Student Taught: _____

Dates of Observations: _____

Dates of Conferences: _____

Evaluatee has received or has access to:

Supervisor's Goals _____

School Level Goals _____

Attendance:

Evaluatee's good attendance and punctuality enhances the accomplishment of his/her responsibility.

Yes _____

Yes, with Reservation _____

No _____

Comments:

I. Subject Matter Knowledge

The teacher demonstrates knowledge of subject matter content and organizes the curriculum to make subject matter accessible to students.

F. Teacher's Objectives:

c. Administrator's Objectives: (if teacher & administrator do not agree)

C. Constraints:

D. Objective Evaluation and Overall Summary:

Overall Rating:

Met _____

Met with Reservation _____

Not Met _____

II. Teaching Strategies

The teacher establishes and articulates goals for student learning, and the teacher establishes and communicates learning goals for all students.

A. Teacher's Objectives:

B. Administrator's Objectives: (if teacher & administrator do not agree)

d. Constraints:

D. Objective Evaluation and Overall Summary:

Overall Rating:

Met _____

Met with Reservation _____

Not Met _____

III. Classroom Environment

The learning environment reinforces learning activities that are modified to meet the needs of individual students.

g. Teacher's Objectives:

h. Administrator's Objectives: (if teacher & administrator do not agree)

i. Constraints:

D. Objective Evaluation and Overall Summary:

Overall Rating:

Met _____

Met with Reservation _____

Not Met _____

IV. Student Control

The teacher maintains appropriate and positive student control and deals effectively with pupil problems.

A. Teacher's Objectives:

B. Administrator's Objectives: (if teacher & administrator do not agree)

C. Constraints:

D. Objective Evaluation and Overall Summary:

Overall Rating:

Met _____

Met with Reservation _____

Not Met _____

m. Professionalism

The teacher practices good communication with students, staff and community. The teacher is receptive to new situations and training.

A. Teacher's Objectives:

b. Administrator's Objectives: (if teacher & administrator do not agree)

c. Constraints:

d. Objective Evaluation and Overall Summary:

Overall Rating:

Met _____

Met with Reservation _____

Not Met _____

Commendation and Recommendations to the Teacher

Additional comments by the Evaluator (commendations and recommendations pertaining to the performance of professional responsibilities and for reporting any unique conditions pertaining to the employee’s assignment)

Comments by the Teacher

(Section 44663) of the Education Code states that every “certificated employee shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the employee’s personnel file.” If sufficient space is not provided here, a separate sheet may be added to the evaluator document.

Teacher has exceeded job requirements and performance objectives in the following areas:

Appendix G

Little Lake City School District
Certificated Performance Evaluation Observation Form

Teacher: _____ Date of Observation: _____

Evaluator: _____ Grade (s) of Students: _____

Subject or Lesson Observed: _____

_____ Area _____ Notes

— Subject Matter Knowledge

~~Organizes curriculum to support
Student understanding of subject
matter.~~

~~Uses materials, resources and
technologies to make subject matter
accessible to students.~~

~~Demonstrates knowledge of subject
matter content and students
development.~~

— Teaching Strategies

~~Uses a variety of instructional
strategies and resources to respond
to students' diverse needs.~~

~~Engages students in problem-solving
critical thinking, and other
activities that make subject matter
meaningful.~~

~~Organizes curriculum to support
students understanding of subject
matter.~~

~~Develops student understanding
through instructional strategies
that are appropriate to the subject
matter.~~

~~Uses materials, resources and technologies to make subject matter accessible to students.~~

~~Draws on and values students' backgrounds, interests, and developmental learning needs.~~

~~Develops and sequences instructional activities and materials for student learning.~~

~~Modifies instructional plans to adjust for student needs.~~

~~Collects and uses multiple source of information to assess student learning.~~

~~Involves and guides all students in assessing their own learning.~~

~~—— Classroom Environment~~

~~Establishes a climate that promotes fairness and respect.~~

~~Creates a physical environment that engages all students.~~

~~Modifies the learning environment to meet individual student needs.~~

~~Displays current student work in various areas of the curriculum.~~

~~———— Student Control~~

~~Establishes and maintains standards for student behavior.~~

~~Plans and implements classroom procedures and routines that support student learning.~~

~~Treats children with respect.~~

~~Uses instructional time effectively.~~

9-11-20