



Agreement between
LAWNDALE SCHOOL DISTRICT
and the
LAWNDALE TEACHERS ASSOCIATION (LTA)
affiliated with the
California Teachers Association
and the
National Education Association

July 1, 2024 through June 30, 2025

**LAWDALE TEACHERS ASSOCIATION
CONTRACT
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Article 1 RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for that unit of employees as listed below.

UNIT DESCRIPTION

The District recognizes the Lawndale Teachers Association, an affiliate of the California Teachers Association and the National Education Association, as the exclusive representative for purposes of the Rodda Act (Government Code Sections 3540, 35 et seq., Title I, Division 4, Chapter 10.7) for the employees in the representation unit comprised of the following probationary, permanent and temporary certificated positions:

- Classroom Teacher (full and part-time)
- Resource Specialist
- Librarian
- Nurse
- Psychologist
- Language Arts Specialist
- Speech and Language Specialist
- Adapted Physical Education Specialist (board approved title change 7-21-15)
- Technology Teacher
- Teachers on Special Assignments (TOSAs)
- Itinerant Specialists

and excluding all other positions not designated, including:

- Superintendent
- Assistant Superintendent
- Director
- Principal
- Assistant Principal
- Middle School Counselor
- Social Worker

Casual employees including substitutes, consultants and all part-time employees who work one-fourth or less than a full time unit position.

Article 2

DISTRICT RIGHTS

- 2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times 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; ensure 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 an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.
- 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, procedures, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 2.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency for the duration of the emergency to the extent reasonably appropriate to meet the emergency. Emergency is defined as an act of God, interference by a third party beyond the control of the District or unit member concerted activities as specified herein in Sections 18.1 and 18.2. The initial determination of whether or not an emergency exists is within the discretion of the Board. In the event of such a declaration of emergency, the parties shall meet as soon as practical in a good faith effort to minimize contract deviations.
- 2.4 The District recognizes the obligation to notify and afford LTA an opportunity to meet and negotiate on contemplated changes in mandatory terms and conditions of employment not addressed in this Agreement that are within the scope of representation as defined in Government Code 3543.2, to the extent required by law, subject to any available defenses.

Article 3 ASSOCIATION RIGHTS

3.1 The Association shall have the right to post notices of activities and matters of Association concern on:

- a. District designated bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members, and
- b. Through electronic communications pursuant to Board Policy and Administrative Procedure 4039, Acceptable Use Policy (AUP).

The Association shall have the right of access to unit members' mailboxes and use of District mail service to the extent provided under the Educational Employment Relations Act.

Copies of all materials posted, distributed and/or information transmitted as provided above shall be provided the Superintendent as soon as practicable within the same time period. In no event shall any posting, distribution and/or transmission be in violation of District Board Policies prohibiting political activities and/or provisions of the agreement related to concerted activities.

3.2 Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at reasonable times provided that such activities or use do not interfere with the school instructional program or duties of unit members and the Association complies with the appropriate District Civic Center permit procedures.

3.3 To the extent required by law, the District shall make available to the Association, upon request, information in its possession which is necessary and relevant to the Association's performance of its statutory duties as exclusive representative.

3.4 Authorized Association representatives shall receive reasonable time off from duties for the purpose of processing grievances under Article 4 provided such time off whenever possible does not interfere with classroom time.

3.5 The Association shall be provided an opportunity to consult with the District on the Local Control Accountability Plan (LCAP), definition of educational objectives, the determination of the content of courses and curriculum and the selection of textbooks to the extent required by law. The Association shall be provided an opportunity to consult with the District on the initial development, and revisions to the LCAP document prior to public hearing and Board adoption.

3.6 Prior to regularly scheduled Board Meetings, the District will make available to the

Association President one copy of the public Board Agenda and enclosed attachments; and further, agree to provide the Association once a year with a list of unit member classifications and work locations.

- 3.7 The District shall provide release time for the Association President or designee for a total of ten (10) days per school year for the purpose of conducting Association business, to be taken in full-day or half-day increments, provided however, the Association shall give the Superintendent reasonable prior notice and such release time does not unduly interfere with the overall educational program and not be used in connection with any withdrawal or withholding of services or related concerted activities.

Article 4

GRIEVANCE PROCEDURE

4.1 DEFINITIONS

4.1.1 A "Grievance" is an allegation that there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement.

4.1.2 A "Grievant" may be:

4.1.2.1 One or more unit members who have been adversely affected alleging that the District has violated the same provisions of the Agreement;

4.1.2.2 The Association alleging that the District has violated the Agreement; or

4.1.2.3 The District alleging that the Association has violated the Agreement.

Such allegations by the District shall be limited to violations of Association obligations under the provisions of Articles 3, Association Rights.

4.1.3 A "day" is any day in which unit members are required to render service by this Agreement.

4.1.4 The "immediate supervisor" is the management person who has been designated by the District to adjust grievances having immediate jurisdiction over the unit member. Normally, the "immediate supervisor" will be the unit member's Principal.

4.1.5 The "Designated Association Representative" is that person at each work site designated by the Association to adjust grievances.

4.2 Grievances filed by unit members or the Association shall be processed in accordance with Sections 4.3 and 4.4, below. Grievances filed by the District shall be processed in accordance with Section 4.5.

4.3 INFORMAL LEVEL

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant immediate supervisor. The grievant may be accompanied by an authorized representative of the Association during this conference.

4.4 FORMAL LEVEL

4.4.1 LEVEL I

Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or when the grievant knew or should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the immediate supervisor.

This statement shall be a clear, concise statement of the grievance, the Article of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance.

Within the above time limits, upon request, a personal conference shall be held to discuss the grievance. The grievant may be accompanied by an authorized representative of the Association during this conference.

4.4.2 LEVEL II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent or designee within ten (10) days.

This statement should include a copy of the original grievance, the Article of this Agreement alleged to have been violated, the decision rendered, and a statement of the reasons for the appeal.

The Superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal.

Within the above time limits, upon request, a personal conference shall be held to discuss the grievance. The grievant may be accompanied by an authorized representative of the Association during this conference.

4.4.3. LEVEL III

The Association shall notify the Superintendent or designee within fifteen (15) days after receipt of Level II decision by the grievant if the Association wishes to proceed to arbitration.

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 attempt to agree upon an arbitrator.

If no agreement can be reached, they shall request the California State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternatively strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

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

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

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

The arbitrator shall not have authority 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.

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 presented by the respective parties in the presence of each other.

The arbitrator may hear and determine only one grievance at a time unless both parties mutually agree to consolidate similar grievances.

If any question(s) arises as to the arbitrability of the grievance, such question(s) shall be first decided by the arbitrator before consideration of the merits of the grievance.

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

4.5 DISTRICT GRIEVANCES

4.5.1 Before filing a written grievance, the District shall attempt to resolve the concern in an informal conference with the Designated Association Representative at the site where the alleged violation occurred.

4.5.2 LEVEL I

A written grievance must be filed with the Designated Association Representative within fifteen (15) days after the occurrence or omission in question, or when the District knew or should have known of it. The grievance shall note the Article of the Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought. The District shall provide a copy of the grievance to the Association President at the time of filing.

The Designated Association Representative shall communicate a written decision to the District within ten (10) days after receiving the grievance. Within this time, a conference shall be held to discuss the matter if requested by either party.

4.5.3 LEVEL II

If the District is not satisfied with the Level I decision, it may appeal it in writing to the Association President or designee within ten (10) days. The appeal shall state the reasons therefore and be accompanied by a copy of the original grievance, the provisions of the Agreement alleged to have been violated and the Level I decision.

The Association President or designee shall communicate a written decision to the District within ten (10) days after receiving the appeal. Within this time, a conference shall be held to discuss the matter if requested by either party.

4.5.4 LEVEL III

If the District is not satisfied with the Level II decision, it may submit the grievance to arbitration by so notifying the Association President within ten (10) days of the receipt of the Level II decision. The procedures for the conduct of the arbitration shall be as provided in Section 4.4.3.

4.6 GENERAL PROVISIONS

Failure of the respondent to adhere to decision deadlines will permit the grievant to appeal automatically to the next step in the grievance process.

Failure by the grievant to comply with the time limits, to attend scheduled grievance meetings, or provide requested information related to the grievance shall be deemed a termination of the grievance and a waiver of the grievant rights to proceed in the grievance process.

Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal or written decision.

Article 5

EMPLOYEE RIGHTS

- 5.1 The District and Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in or in any way support employee organization activities.
- 5.2 The judgment of a unit member in selecting and employing materials and methods of instruction shall be exercised within the law, and consistent with basic ethical responsibilities of the teaching profession and requirements of the District.
- 5.3 Neither the Association nor the District shall unlawfully discriminate against any unit member in the application of specific provisions contained in the Agreement on the basis of race, color, creed, age, gender identification, sexual orientation, national origin, or disability. Violation of this provision shall not be subject to the grievance procedure contained herein in Article 4 unless no other administrative procedure exists.
Administrative procedure for purposes of this provision shall mean State and/or Federal agencies with jurisdiction on discrimination issues; i.e. Department of Fair Employment and Housing, Equal Employment Opportunity Commission, State Department of Education.
- 5.4 A unit member shall be entitled to representation by the Association when the unit member reasonably believes that any meeting with District management: (1) may relate to any disciplinary action; (2) may concern investigation of possible wrong doing involving a third party; or (3) involves the presentation of grievances or complaints against the District or its agents.
- 5.5 Upon request of the unit member, the Principal will discuss with the unit member his/her Aide assignment.
- 5.6 PUBLIC CHARGES
- 5.6.1 The District shall notify the unit member of any citizen or parent complaint that may be placed in the unit member's personnel file within seven (7) working days of receipt. The unit member shall be given an opportunity to respond to the complaint.
- 5.6.2 The District shall attempt to schedule a meeting between the complainant and the affected unit member within a reasonable period of time after receiving the complaint, to discuss the complaint and proposed resolution.
- 5.6.3 If the complaint cannot be resolved at the informal level set forth in 5.6.2 above, the complaint shall be reduced to writing and identify the name of the complainant. A

copy of the written complaint shall be furnished to the affected unit member within five (5) working days. The written complaint shall be investigated by the site administrator who shall make a determination on the merits of the complaint.

5.6.4 If the immediate supervisor determines that the written complaint be placed in the unit member's personnel file, the unit member shall be given the opportunity to respond within five (5) working days, and the response shall be attached to the complaint.

5.6.5 This article shall not be applicable in any circumstance where the alleged conduct of the unit member involves violations of state or federal law, or alleged misconduct or is subject to investigation by a law enforcement agency.

5.6.6 Complaints which are withdrawn or are determined to be without merit by the site administrator shall not be used as part of the affected unit member's evaluation, serve as a basis for disciplinary action or placed in the unit member's personnel file.

Article 6

ORGANIZATIONAL SECURITY/PAYROLL DEDUCTIONS

- 6.1 The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as authorized in writing by the Association.
- 6.2 In the event a dispute by Unit Member on the interpretation and/or application of this Article, the Association shall indemnify the District in accordance with Education Code Section 45060.

Article 7 COMPENSATION AND BENEFITS

Revised:

TA 2019/20 7.1, 7.5

7.1 All bargaining unit salary schedules (Appendix A) shall be increased by 5% effective July 1, 2023. In addition, unit members who are in active status, including paid and unpaid status during the 2023-24 school year, shall receive an off schedule, one-time payment of 1% of their 2023-24 yearly base salary. The payment shall be made on or before August 15, 2024.

Effective January 1, 2024, the District shall increase its contribution to the total aggregate pool towards medical health benefits for eligible District employees under Appendix B-1 by \$120,000.

7.2 Unit members who qualify will continue to receive those benefits which are mandated by State law and set forth in Appendix C.

7.3 Unit members who are required by the District, based on their job description, to use their personal automobiles in the performance of regular duties and who have received prior written authorization from the appropriate District manager, shall be paid according to the attached Appendix D.

Except for nurses, unit members will not be required to transport pupils in their private automobiles for activities away from the pupil's school site.

7.4 Unit members who intend to advance on the salary schedule through coursework must receive prior approval from the Assistant Superintendent of Human Resources or designee. Approval of column changes shall be in accordance with the District salary schedule change procedures.

7.5 Unit members must provide official transcripts from an accredited university to verify completed coursework in order to advance on the salary schedule. A salary schedule adjustment will be in effect and paid after the completion of the first working month following Board Approval. The Human Resources Office shall endeavor to have all Salary placement record forms processed and status verified within ten working days of receipt. Should an extenuating circumstance arise leading to a delay, the bargaining unit member shall be contacted by a representative of the department.

7.6 Fully qualified Speech Language Pathologists shall receive service credit for initial placement on the certificated bargaining unit salary schedule for all years of related speech/language pathology service, regardless of clinical setting (schools, hospitals, private practice, etc.). For purposes of this section, a fully qualified Speech Language Pathologist must meet the hiring criteria of the District and have a state license, Certificate of Clinical Competence, or a speech/language/hearing credential.

- 7.7** The District will have a Health Benefits Committee which will include three (3) representatives chosen by the District, three (3) representatives chosen by LTA and three (3) representatives chosen by LFCE. This committee shall make recommendations on health benefit options, including, but not limited to, alternative health benefit providers, modification in health plan components and improving employee health care. The committee shall meet whenever two or more parties agree to meet, however, no recommendations shall be made unless a representative from each group is present. The recommendations of the committee shall be provided to the respective bargaining teams for negotiations. The Health Benefits Committee shall meet no fewer than three times each school year. Meetings may be scheduled during the summer based on mutual consent. A summer meeting may be considered part of the preceding or upcoming year.
- 7.8** Effective June 1, 2021, the Summer School rate of pay is \$250 per day.
- 7.9** All first-year unit members shall be required to attend a mandatory orientation at their regular rate of pay prior to the start of their regular work calendar.

Article 8 HOURS

Revised: TA 2019/20 Items 8.5.1, 8.5.2

8.1 Except for nurses and psychologists, the on-campus professional day for unit members shall be as follows:

	<u>Mon, Wed, Fri</u>	<u>Tues</u>
Elementary Schools	8:00am – 3:00pm	8:00am – 4:15pm
Middle Schools	7:45am – 3:15pm	7:45am – 4:30pm

Except for nurses and psychologists, the on-campus professional day for unit members on Thursday minimum days shall be as follows:

	<u>SD Thurs (8.7.2)</u>	<u>Non-SD Thurs (8.7.1 & 8.7.3)</u>
Elementary Schools	8:00am – 3:30pm	8:00am – 3:00pm
Middle Schools	7:45am – 3:30pm	7:45am – 3:15pm

The above on-campus professional day is inclusive of a forty-five (45) minute duty free lunch period except on rainy days, as determined by the building principal, in which case the lunch period shall be at least thirty (30) minutes.

8.1.1 Psychologists shall be at their work stations and responsible for assigned duties from 8:00 am to 4:30 pm inclusive of a forty-five (45) minute lunch period.

8.1.2 Nurses shall be at their work stations and responsible for assigned duties from 7:45am to 3:35pm inclusive of a forty-five (45) minute lunch period.

8.2 In addition to Article 8.1 (on campus professional day), unit members may be responsible for other professional duties as assigned, such as: program development, professional growth activities, committee assignments, special help to student(s), parent-school organization meetings, student supervision, and other assignments which are necessary for the safe and/or instructional operation of the District.

8.2.1 Unit members are responsible to participate in Back-to-School Night, Open House, and parent conferences.

8.2.1.1 The scheduling of Back-to-School Night and Open House activities and participation shall be determined by the principal after first meeting with the school site staff.

8.2.2 It is the intent of the District to use reasonable efforts to minimize before and after school student supervision by unit members at the elementary sites provided

alternative, suitable, non-certificated personnel exists and there are no compelling reasons requiring unit member supervision such as 1) emergency crisis situations (e.g. earthquake, civil disturbance, fire, flood, dangerous student behavior 2) inclement weather, and/or 3) safety or discipline concerns as determined by the site administrator.

8.2.3 A minimum of 50% of Tuesday staff meetings per month shall be reserved for grade level/department collaboration, except for extenuating circumstances as determined by the Superintendent or designee. Agendas and minutes for this collaboration shall be submitted by the grade level/department team to the site administrator at the conclusion of each meeting.

8.3 Beginning with the 2019-20 school year, the number of scheduled work days for unit members shall be as follows:

Regular classroom teachers	185
Resource Teachers	185
Librarians.....	185
Nurses	193
Psychologists	193

The scheduling of such work days for the school year shall be as set forth in Appendix E, "Certificated Calendar".

8.3.1 The first three days prior to the first pupil day shall be reserved as follows: The first two (2) days shall be designated as district professional development days. One of these professional development days shall be district-initiated and one of these professional days shall be site-initiated. The day prior to the first pupil day shall be a teacher preparation day. The scheduling of these three (3) days shall be subject to modification by consensus of the District Calendar Committee.

8.3.1.1 The content of the professional development days shall be determined through a committee composed of at least three representatives selected by the District and three unit members selected by the Association. Selection of committee members will be aligned to the District determined goals and areas of need. An effort shall be made to have a balance of participants from elementary and secondary schools. This committee shall meet a minimum of three (3) times per year. (TA 12/12 12:24 pm)

8.3.1.2 Prior to the end of the school year, unit members shall be notified of the anticipated date of access to the classroom and/or offices.

8.4 The District management may assign duties to 6th, 7th and 8th grade teachers during their preparation period when the need arises. The principal shall first seek volunteers who are available to perform such duties. When reasonably practical, the duties shall be assigned on a rotating basis.

- 8.4.1 When the District determines there is a need for additional teaching periods for a department at a middle school for a trimester or more, all members with 3 or more years of credentialed teaching experience shall be informed of the opportunity to teach an additional period. The acceptance of such assignment shall be with the unit member's consent. If more than one unit member desires the assignment, the District shall make the assignment based on considerations including: 1) the teaching experience in the subject; 2) the number of teacher preparations; 3) the master schedule; and 4) the equitable opportunity for participation from year to year. Compensation for one extra teaching period shall be 1/6 of the unit member's regular contract salary rate.
- 8.5 Unit members assigned to substitute duty during their regular teaching day or preparation time shall be additionally compensated as follows for each occurrence:
- 8.5.1 TK-5 teachers who are assigned additional students in their classes to accommodate the non-availability of a substitute shall be compensated at the current rate of a substitute teacher divided by the number of teachers receiving students. This compensation shall be prorated in half-day increments for teachers assigned additional students for less than a full instructional day.
- 8.5.2 Sixth, seventh, and eighth grade teachers who are assigned to use their preparation period to substitute shall be compensated at a rate of 1/5 of the daily substitute rate per full period. Teachers that are assigned to cover a class during block schedule shall be compensated for two periods.
- 8.5.3 Non-classroom certificated support staff may be used to provide substitute duty when approved by the school site administrator. Non-classroom certificated staff shall be compensated at the current rate of a substitute teacher prorated based on the number of hours the staff member covers the class.
- 8.6 When administratively practicable, classroom teachers who participate in the IEP development or review team for students assigned to their classroom shall be provided release time during the regular working day.
- 8.7 The District shall schedule up to a maximum of forty (40) minimum days of instruction in grades K-8. Whenever possible, teacher and site days will be distributed evenly throughout the year.
- 8.7.1 Each unit member shall have thirteen (13) of the minimum days reserved for designated "District/School Business Days" which shall include the days of Back-to-School Night and Open House, report card preparation, parent conferences, progress report preparation, assessments, and other activities designated as "District/School Business Days." Up to three of these District/School Business Days shall be assigned for site based department/grade level collaboration to be determined by the District/site.

- 8.7.2 Each unit member shall have thirteen (13) Staff Development Days, which will be developed by the site, in conjunction with the District. Grade level planning or collaboration will be incorporated within these 13 staff development days.
- 8.7.3 Each unit member shall have thirteen (13) Teacher Days, which will be utilized on campus for preparation, planning or teacher-driven collaboration.
- 8.7.4 If there are 40 minimum days in any school year, the additional minimum day shall be designated as an additional Teacher Day.
- 8.7.5 The LTA President and a designee shall meet with the Assistant Superintendent for Human Resources and the Assistant Superintendent for Education Services no later than May 15 to consult on a calendar for scheduling District/School Business Days, Staff Development Days, and Teacher Days for the following school year. By the end of the first week of school, a calendar shall be developed by the District for these days and shall be provided to the unit members at each site by the site administrator.

8.8 Minutes

The annual instructional minutes shall be:

- K - 36,000 annually
- 1-3 - 50,400 annually
- 4-5 - 54,000 annually
- 6-8 - 59,400 annually

The above annual instructional minutes may be modified at any time subject to the meet and negotiations process to the extent required by law. In the event that sixth grade returns to elementary schools, the instructional minutes shall be adjusted to 54,000 annually to the extent permitted by law.

8.9 Unit members teaching 6th, 7th and 8th graders shall receive weekly time for instructional planning and preparation.

8.10 When determined feasible by the District, unit members teaching TK-5 classes shall receive time at least once a week for structured collaboration time with teacher leaders and administration while students are participating in Physical Education classes. (TA 12/12 12:24 pm)

Article 9 LEAVE PROVISIONS

9.1 Unit members returning from leave under this Article within one (1) year of the commencement of said leave shall be returned to the same position held when the leave began, unless transferred or reassigned pursuant to Article 10 of this Agreement.

9.2 Unit members on paid leave of absence in excess of five (5) days must notify the Personnel Office no later than 12:00 noon on the day preceding their return to work.

9.3 Personal Illness and Injury Leave

9.3.1 Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to a prorated portion of the ten (10) days leave as it relates to a full-time equivalent work year.

9.3.1.1 As provided by Labor Code §233, unit members may use up to one-half (1/2) of their annual entitlement of full-paid sick leave for the following reasons: (1) for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; and (b) for an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code §§230(c) and 230.1(a). For the purposes of this section, "family member" is defined as the unit member's child (regardless of age or dependency status), parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling. All conditions and restrictions on the use of sick leave also shall apply to the use under this section. This leave shall not count against the days of personal necessity, shall not accumulate from year-to-year, and shall come from available sick leave.

9.3.1.2 For extraordinary circumstances, the superintendent or direct supervisor, at his/her sole discretion, may extend the accrued and available sick leave as authorized in above, beyond 6 days.

9.3.2 After all earned leave as set forth in 9.3.1 is exhausted, no additional accumulated leave shall be available for a period not to exceed five (5) school months (100 work days). The amount deducted for leave purposes from the unit member's salary shall be the minimum day-to-day substitute rate for each day of absence for the first twenty (20) working days. The amount deducted for leave purposes from the unit member's salary shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence, or if no substitute employee was employed, the amount that would have been paid to the substitute had he or she had been employed. Each unit member shall be entitled to only one five (5) month period per illness or injury. However, if the school year terminates before the five (5) month period is exhausted, the employee may take the balance of the five (5) month period in a subsequent

school year. Unit members who continue to be absent on account of illness beyond the five (5) month period, shall be placed on a reemployment list in accordance with Education Code Section 44978.1.

9.3.3 If a unit member does not utilize the full amount of leave as authorized in 9.3.1 above in any school year, the amount not utilized shall be accumulated from year to year.

9.3.4 Upon request by District management, a unit member shall be required to present a certificate from his/her medical doctor verifying the personal illness or injury and/or a medical authorization to return to work.

9.3.4.1 The District may require a unit member to be examined by a mutually agreed upon physician paid for by the District to verify the illness or injury and/or the ability to return to work.

9.3.4.2 If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or direct supervisor, after notice to the unit member, may refuse to grant the leave in question.

9.3.5 Whenever possible, a unit member must contact the District in advance of taking such leave. Failure to provide adequate notice, whenever possible, shall be grounds for denial of leave with pay or other disciplinary action.

9.3.6 A unit member who is absent for one-half day or less shall have deducted one-half day from the accumulated leave; and if the absence exceeds more than one-half day, a full day shall be deducted from accumulated leave.

9.3.7 The District shall provide each employee with annual notification of his/her accrued personal illness and injury leave.

9.4 Personal Necessity/Business Leave

9.4.1 Personal necessity shall be limited to: (a) death or serious illness of a member of the unit member's family; (b) an accident involving the unit member's person or property, or the person or property of a unit member's family; (c) or other personal necessities which are serious and cannot be taken care of outside the unit member's work hours.

9.4.1.1 Under no circumstances shall leave be available for purposes of personal convenience, for matters which can be taken care of outside of the work hours, for the extension of a holiday or a vacation period, or for recreational activities.

9.4.2 Leave which is credited and accumulated under 9.3.1 and 9.3.3 of this article may be used, at the unit member's election, for purposes of personal

necessity not to exceed seven (7) days in any school year except as provided herein. The Superintendent, or direct supervisor, may at his/her sole discretion, grant personal necessity days in addition to the seven specified herein for extraordinary personal necessities under (a), (b) and (c) of section 9.4.1 above. The use of judgment and discretion in connection therewith shall not be subject to the grievance procedure contained in Article 4 of this Agreement.

9.4.3 Before the utilization of personal necessity leave, a unit member must obtain prior written approval from the Superintendent or direct supervisor, except for cases of (a) and (b) in Section 9.4.1 above.

9.4.4 Unit members utilizing personal necessity leave shall verify in writing, when requested by the direct supervisor, that the leave was only utilized for the approved purposes described in this agreement. Unit members will be subject to appropriate discipline for utilizing personal necessity leave for non-permitted reasons.

9.4.5 Personal Business

Unit members may use up to three (3) days of the seven personal necessity days referred to in paragraph 9.4.1 above, for purposes of personal business. Such personal business days shall not be subject to prior District approval and may not be used solely for the purpose of extending a holiday, vacation or for recreational activities.

9.4.5.1 The Superintendent, or direct supervisor, may at his/her sole discretion grant one personal business day in addition to the three (3) specified herein for extenuating circumstances. In the event that a request is denied, a unit member may request and receive a written explanation. The use of judgement and discretion in connection therewith shall not be subject to the grievance procedure contained in Article 4 of this Agreement.

9.5 Bereavement Leave

9.5.1 For the purposes of this provision an immediate family member shall be limited to mother, father, step mother, step father, grandmother, grandfather, or a grandchild of the employee or of the spouse or registered domestic partner of the employee, and the spouse or registered domestic partner, son, son-in-law, daughter, daughter-in-law, step-child, brother or sister of the employee or any relative living in the immediate household of the employee. (See Section 9.5.1.1)

9.5.1.1 For special circumstances, the Superintendent or direct supervisor may at his/her sole discretion extend bereavement leave to individuals not covered by this section.

9.5.2 To the extent required by law, a unit member shall be entitled to a maximum

of five (5) days leave of absence without loss of salary on account of the death of any member of their immediate family. To qualify, the unit member must have been employed by the District for at least thirty (30) days.

9.6 Leave for Pregnancy Disability

9.6.1 Unit members are entitled to use accumulated sick leave as set forth in 9.3.1 and 9.3.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and related medical conditions. The length of such disability leave, including the date on which the leave shall commence, and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician. Verification of absence shall be made in the same manner as any other illness leave, except that the unit member shall not be required to be examined by a physician selected by the District.

9.6.1.1 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.

9.6.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery there from when sick leave as set forth in 9.3.1 and 9.3.2 has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician.

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

9.7 Parental Leave

9.7.1 Paid Parental Leave (Child Bonding)

Effective January 1, 2017, as provided by Education Code section 44977.5, unit members shall be entitled to parental leave as set forth in this section.

For purposes of this section, "parental leave" means leave for the purpose of bonding with the unit member's newborn child, or with a newly placed child in the unit member's household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or recovery therefrom.

Unit members shall use current and accumulated sick leave for parental leave, for up to 12 work weeks.

When a unit member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to difference pay for the remainder of the

12-week leave. Effective January 1, 2019, a unit member shall be entitled to difference pay or fifty percent (50%) pay, whichever is greater, for the remainder of the 12-week leave.

The unit member must give the District at least 30 days' advance written notice of his or her intention to use parental leave and the anticipated dates of the leave, except for extenuating circumstances.

Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration; however, the unit member may take parental leave in increments of less than 2 weeks on up to two occasions.

Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.

9.7.2 Unpaid Child Rearing Leave

Leave without pay or other benefits shall be granted to a unit member for child rearing.

A unit member shall request such leave as soon as practicable, and whenever possible no less than thirty (30) 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 the leave without pay.

The duration of such leave shall automatically terminate on June 30th in the school year in which such leave is granted. An extension of leave may be granted, not to exceed one work year at the discretion of the Superintendent or designee.

Unit members on such leave shall not accrue seniority for layoff or reduction in force purposes, nor shall such leave count toward credit for probationary teachers in earning tenure status.

The unit member on leave for this purpose shall be entitled to return to a position comparable to that held at the time the leave was commenced.

In the event of death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. The District will assign the unit member to a position as soon as possible.

9.8 Industrial Accident Leave

9.8.1 Unit members will be entitled to industrial accident leave according to the provision in Education Code Section 44984 for personal injury which has qualified for

worker's compensation under the provisions of the worker's compensation insurance program.

9.8.2 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.

9.8.3 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the District's Worker Compensation Provider, which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.

If the unit members fails to endorse to the District any wage loss disability, indemnity checks received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.

9.8.4 The District shall provide unit members with a form and related instructions concerning the pre-designation of a physician in cases of industrial accident.

9.9 Judicial Leave

9.9.1 Unit members shall be provided leave when subpoenaed to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member.

9.9.2 For up to five (5) days for regularly called jury duty, the unit member shall receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service, except that portion of the jury duty pay intended to reimburse the juror for travel expenses.

9.9.3 Unit members called for jury duty in a court of law during their regular work year who elect to voluntarily defer their jury service to non-required service days (i.e. summer, winter, and spring breaks) shall be compensated by an amount equal to the District's daily substitute teacher rate of pay for each day of served jury duty, up to a maximum of ten (10) days. In order to receive the substitute pay, the unit member must submit a copy of the original summons, the notification of postponement of service, and the dated proof of jury service. Any fee, except travel allowance, paid to the employee for jury duty shall be remitted to the District.

9.10 Military Leave

Unit members shall be entitled to leave of absence for military training and service as required by state and federal law.

9.11 Family Care/Medical Leave

The District will comply with state and federal laws and regulations regarding family and medical care leaves. Family and medical care leave shall be coordinated with other leaves available under this agreement as permitted by law. Eligible unit members shall be entitled to twelve work weeks in a twelve (12) month period commencing on the date leave is taken and counting backward.

9.12 Catastrophic Leave

9.12.1 An employee who is suffering from a catastrophic illness or injury may request that eligible leave credits be donated for his/her use.

- a. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, at least ten (10) days, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time, at least ten (10) days, to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
- b. An employee who is suffering from a catastrophic illness or injury must request the donation of eligible leave credits in writing.
- c. An employee suffering from a catastrophic illness or injury shall provide verification by means of letter, dated and signed by the ill or injured person's physician, indicating the incapacitating nature and probable duration of illness or injury.
- d. ***A committee composed of 3 certificated bargaining unit members selected by the Association and 2 administrators chosen by the District shall determine that the employee is unable to work due to catastrophic illness or injury and exhausted all accrued paid leave credits. When verification and determination have been made, the committee may then approve the transfer of sick leave credits.***
- e. The maximum benefit to be received by any employee for any single catastrophic illness or injury is twelve (12) consecutive months.

- f. Any employee who receives paid leave pursuant to this program shall use any sick leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to the Catastrophic Leave Program.

9.12.2 Catastrophic illness or injury is also defined as an illness or injury that incapacitates a member of the employee's immediate family as defined in Education Code Section 44985.

- a. The catastrophic illness or injury must require that the employee take time off, from work for an extended period of time, at least ten (10) days, to care for the immediate family member.
- b. The employee must exhaust all accrued paid leave credits before using donated leave credits.
- c. An employee whose immediate family member is suffering from a catastrophic illness or injury must request the donation of eligible leave credits in writing.
- d. The employee shall provide verification of catastrophic illness or injury for his/her immediate family member by means of a letter, dated and signed by the ill or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.
- e. ***The Superintendent or direct supervisor shall determine that the employee is required to take time off work for an extended period of time, at least ten (10) days, to care for the immediate family member and has exhausted all accrued paid leave credits. When verification and determination have been made, the committee may then approve the transfer of accrued sick leave credits.***
- f. The maximum benefit to be received by any employee for any single catastrophic illness or injury of an immediate family member is twelve (12) consecutive months.
- g. Any employee who receives paid leave pursuant to this program shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to the Catastrophic Leave Program.

9.12.3 Employees may donate leave credits to a specific employee when that employee or a member of his/her immediate family, suffers from a catastrophic illness or injury as defined in 9.12.1 a, the employee is unable to work, and the employee has exhausted all accrued paid sick leave credits.

- a. Eligible leave credits are defined as accrued sick leave.

- b. One work day is the minimum donation under this provision.
- c. An employee wishing to donate accrued leave credits to a specific employee under these regulations shall complete, sign and deliver a form designating the number of leave credits to be donated; acknowledging that his/her transfer of used leave credits is irrevocable.
- d. The committee shall inform employees of the means by which donations may be made in response to the employee's requests.
- e. Sick leave donations will be time and date stamped as received by the Personnel Office. All sick leave donations will be used in order of receipt. In the event that more sick leave is donated than is needed the sick leave will be returned to donors in reverse order of receipt of donation.
- f. To ensure that employees retain sufficient accrued sick leave to meet the needs that normally arise, donors shall preserve their accumulated sick leave at a minimum of twenty (20) days.
- g. The names of unit members who donate leave credits shall remain confidential.

9.13 Other Leaves Without Pay

Upon recommendation of the Superintendent and approval by the Governing Board, leave without compensation and without increment, seniority or tenure credit, or any other benefit, may be granted for a period not to exceed one school year for purposes such as voluntary government service, care for a member of the immediate family who is ill, long term illness of the unit member, service in an elected public office, preparation for child bearing, or professional study or research. Leave without pay for other unique reasons may be approved if the Superintendent determines that the needs of the District can be met without creating a hardship.

Article 10 TRANSFER, REASSIGNMENT, AND FILLING OF VACANCIES

Revised: TA 2019/20 Item 10.5

10.1 TRANSFER

10.1.1 A transfer is defined as a change in position from one work site to another. It may be initiated by the District or the unit member.

10.1.2 The following criteria shall be applied by the District, in selecting unit member for transfer:

10.1.2.1 Legal requirements, including credentials.

10.1.2.2 Level and degree of training and experience.

10.1.2.3 Identifiable skills and strengths.

10.1.2.4 Identifiable educational needs of students and the school(s) involved.

10.1.2.5 When the above factors are equal, as initially determined by the District,

length of service rendered to the District shall be the controlling factor. (Highest seniority shall apply in unit member initiated transfers while least seniority shall apply in District initiated transfers.)

The District's application of the above criteria is subject to Article 4: Grievance Procedure.

10.1.2.5.1 In the event of a less senior teacher being granted a member initiated transfer over a more senior teacher per 10.1.2.3 and/or 10.1.2.4, upon written request, the District shall provide the reason(s) in writing to the Association.

10.2 Unit Member Initiated Transfers

10.2.1 A unit member may submit a request for transfer to District vacancies until the closing date. No assignment to fill vacancies shall be made until after the closing date.

A vacancy is defined as any unit member opening resulting from the creation of a new position, which include: a position held by a temporary unit member whose contract for the ensuing year has not been renewed by the District, retirement, resignation, death, the creation of a new class, or a leave

of absence for more than a year. Positions that are filled under Section 10.3 shall not be considered vacancies.

Notice of District vacancies shall be posted on District bulletin boards located at all school sites and emailed to the Association. Vacancy notices shall include a closing date which is at least seven (7) working days following the starting date, a job description and qualifications necessary to meet the requirements of the position.

10.2.1.1 Unit members shall not be eligible for classroom vacancies under 10.2.1 above after the first fifteen (15) instructional days of the school year.

10.2.2 Applications for vacancies shall be submitted to the Human Resources Office and shall be determined by the District based on the criteria listed in Section 10.1.2 above, provided such applications are submitted on or before the closing date stated in the vacancy notice.

10.2.3 Applications for prospective vacancies occurring during the school year may be submitted on the appropriate District form pursuant to Section 10.2.2 above. Such requests shall remain active for the school year submitted and must be refiled each subsequent year for consideration.

10.2.4 If a unit member's request for a voluntary transfer is denied, the unit member shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reasons for the denial. The unit member may request and shall receive written reasons for the denial following said meeting.

10.3 District Initiated Transfers

10.3.1 District initiated transfers may be made at any time but only for legitimate educational not punitive reasons or as required by law.

Reassignments in the context of District initiated transfers that result in a change of three or more grades shall be based on the criteria in 10.1.2.

10.3.2 In selecting unit members for transfer due to a decrease in the number of students, the elimination of program(s) and/or funding or school closures, the District shall first consider qualified volunteers who are not needed to meet requirements at the affected school, and thereafter shall apply the criteria in Section 10.1.2.

10.3.3 In selecting unit members for transfer due to an opening of a new school, the District shall first consider qualified volunteers who are needed to meet the

requirements at the new school, and thereafter shall apply the criteria in Section 10.1.2.

- 10.3.4 Unit members selected for transfers shall be given notice and an opportunity to conference with the immediate supervisor to discuss the reasons for the transfer. Upon request, the reasons for transfer shall be provided in writing.

10.4 Release Time and Assistance

- 10.4.1 A District/Site initiated transfer, reassignment or relocation due to construction, modernization, program needs or safety issues shall be allowed two (2) days of release time for preparation prior to the effective date of the transfer, reassignment or relocation. A unit member may request one (1) additional day of release time which shall be considered by the District/Site based on extenuating circumstances. Those unit members who are being relocated shall be allowed to choose in lieu of 2 days of release time:

- a. Pay at the currently hourly rate for up to sixteen (16) hours of time, or
- b. A combination of release time and pay.

- 10.4.2 The District/Site shall provide assistance in the moving of the unit member's materials whenever a unit member is transferred or reassigned.

10.5 REASSIGNMENT

- 10.5.1 Initial assignments of unit members shall be determined by the District. Reassignments, however, shall be made in compliance with this section.

- 10.5.2 A reassignment is defined as the movement of a unit member from one grade level to another within a school. The District may reassign a unit member from one grade level to another in order to accommodate the creation or the elimination of classrooms due to shifts in student enrollment. Reassignment shall not exceed a three grade level span inclusive.

- 10.5.3 Whenever possible, Site Administrators shall notify staff in the event reassignments are necessary. Site Administrators shall first consider volunteers in the event of a reassignment. Reassignment of unit members shall be based on criteria listed in Section 10.1.2 above. Except for identifiable programmatic reasons, no member may be involuntarily reassigned more than two consecutive years.

- 10.5.4 Subject area changes shall not be made arbitrarily or capriciously.

- 10.5.5 If a unit member's request for reassignment is denied, the unit member shall be granted, upon request, a meeting with the administrator who denied the

request to discuss the reasons for the denial. The unit member may request, and shall receive, written reasons for the denial following said meeting.

- 10.6 To the extent possible, unit members shall be notified before the close of the school year of a transfer or reassignment for the following year.

Article 11 CLASS SIZE

11.1 It is the District's goal to maintain an annual average class enrollment at each school site not to exceed 24:1 for grades K-3, subject to continued full State funding specifically earmarked for Local Control Funding Formula (LCFF) grade span adjustment. However, to ensure continued State funding for this program in the event a variance in the above annual average class enrollment occurs, the District and Association agree to the following alternative annual average class enrollment for each school site not to exceed 26:1 for grades K-3 as authorized under Education Code section 44328.02(d)(3) (D). For Transitional Kindergarten (TK) the district shall maintain an annual average class enrollment not to exceed a 24:2 ratio per *Education Code (EC)* Section 48000(g)(1).

11.1.1 In the event the annual average class enrollment at a school site exceeds 24:2 in TK or 24:1 in grades K-3, the affected unit member(s) and/or LTA may request a meeting with the site administrator to discuss any options to address the issue. Absent resolution, LTA may place the issue on the agenda at the monthly info-sharing meetings scheduled between the Superintendent and LTA.

11.2 In addition, the following District-wide average class sizes shall be maintained:

11.2.1 Grades 4 and 5: average 32.2 District-wide

11.2.2 Grades 6, 7 and 8: average 31.2 District-wide (Reasonable efforts shall be made to maintain PE class sizes at no more than 50 students)

Non-classroom certificated staff and special education teachers shall not be utilized in computing the above staffing ratios.

11.3 When, after initial class balancing at the beginning of the school year, the application of above staffing ratios would cause additional staff to be assigned to a school, District representatives and the unit members at the site may consider alternatives to reorganizing classes.

11.3.1 If it can be accomplished without incurring a State penalty for excess class size, the District and the unit members at the site may agree to use an amount of money equal to that which would be spent on the additional teachers for some other form of work load relief.

11.3.2 Any alternative plans identified in 11.3 shall be re-evaluated whenever subsequent staffing changes are needed and, in no event, shall extend beyond the end of the school year.

11.3.3 Unit members involved in such discussions with the District at each site shall be selected through the Association.

- 11.4** The District's goal is to maintain the class size averages above at each school for grades 4-8. When enrollment in a class exceeds the class size average within that grade level at that school by two (2) students, after initial class balancing at the beginning of the school year, the affected unit member may request a conference with the site administrator in an effort to identify a mitigation option mutually agreeable to the parties. Examples of mitigation options may include but are not limited to: release time for instructional planning, additional supplies, and/or additional hours for instructional planning. This section does not apply to combination classes.
- 11.5** Upon request, teachers assigned to TK-5 combination classes will be afforded up to eight (8) additional hours per month for instructional planning time.

Article 12 EVALUATION PROCEDURES

Revised: TA 2019/20 Item 12.1.1, 12.4.3

- 12.1 Unit members shall be evaluated on a continuing basis. Formal evaluation of unit members shall be made at least once each year for probationary and temporary employees and at least every two years for permanent employees.
- 12.1.1 The two year evaluation cycle set forth in 12.1 above may be extended by two (2) additional years for permanent unit members who have been employed by the District at least ten (10) years, are Highly Qualified as defined in 20 U.S.C. Section 7801 and whose previous evaluation was satisfactory, if the unit member and the evaluator consent to this schedule. The unit member or evaluator may withdraw consent for this evaluation cycle at any time. The determination to extend or withdraw consent by the District shall be at the sole discretion of the evaluator.
- 12.2 The evaluator shall be the management person to whom the unit member is immediately responsible who is so designated by the District management.
- 12.3 Unit members shall be evaluated as it reasonably relates to:
- 12.3.1 The progress of students toward established standards of expected student achievement.
- 12.3.2 The instructional techniques and strategies used by the unit member.
- 12.3.3 The unit member's adherence to identifiable curricular objectives.
- 12.3.4 The establishment and maintenance of a suitable learning environment, within the scope of the unit member's responsibilities; and
- 12.3.5 Other considerations related to the unit member's employment.
- 12.4 No later than September 30, the immediate supervisor will notify unit members who are scheduled to be evaluated to attend a group meeting and an individual conference and will also notify unit members whose evaluation period has been extended, pursuant to 12.1.1 above.
- 12.4.1 At the group conference, the evaluator shall review the evaluation procedures and discuss the areas of the unit members' goals and objectives for the year.

All teachers in the evaluation cycle will be evaluated according to the six (6) Lawndale Elementary School District (LESD) Standards for the Teaching Profession/Non-Teaching Profession, as adapted by the LESD Teacher Evaluation Forms Committee.

Teachers will first collaboratively identify an area of Focus with their administrator during the Collaborative Goal Setting Conference. Teachers and their administrator will then identify between 6-8 specific Elements (see below) from the LESD Standards that will support the identified Focus area.

12.4.2 For the administrative evaluation, these goals and Elements shall be stated in the Collaborative Goal Setting Conference LESD Standards for the Teaching Profession/Non-Teaching Profession.

12.4.3 If a teacher is Temporary, Probationary 1, Probationary 2, and/or is on an Improvement Plan, the teacher must:

1. Select an area of focus for the year
2. Select 6-8 Elements from across all LESD Standards that supports the focus
3. Be formally observed a minimum of one time

If a teacher is permanent, and the two (2) most recent evaluations have been satisfactory, the teacher must:

1. Select an area of focus for the year
2. Select between 6-8 Elements from across 4-5 LESD Standards that supports the Focus
3. Be formally observed a minimum of one time

If a Unit member is certificated and in a non-classroom setting, the Unit member must:

1. Select an area of focus for the year
2. Select between 6-8 Elements one half from across the LESD Standards
3. Select one half of the Elements from a 7th LESD Standards Non-Classroom Rubric

If a teacher or non-classroom Unit Member is placed on an Improvement Plan, he/she will be evaluated for an additional year.

12.4.4 At this time, unit members shall be given an opportunity to record all factors which may be considered constrains in their opinion in achieving the stated objectives.

- 12.5 Permanent unit members who have received a satisfactory on their last three (3) consecutive evaluations and who have a minimum of five (5) years of service in the District may elect to pursue alternative evaluation options (Portfolio or Peer Assessment), subject to approval of the evaluator.
- 12.6 During the course of the evaluation period, circumstances may significantly change which may require modification of the original goals and objectives. Such modifications may be initiated by the evaluator or the evaluatee. Should the evaluator elect to modify the original goals and objectives at this time, the unit member and the evaluator shall first make a good faith effort to reach mutual agreement on new goals and objectives prior to implementation by the evaluator. The unit member shall be given an opportunity to record any factors which may be considered constraints in achieving the stated objectives.
- 12.7 No later than the last work day of the fifth work month, unit members to be evaluated that year shall have received at least one (1) classroom observation of at least thirty (30) minutes in duration. All classroom observations shall be followed by a timely observation conference to discuss the unit member's performance. A copy of the observation report shall be provided to the unit member at the conference or within a reasonable time following the conference.
- 12.8 Whenever unsatisfactory performance is observed during a formal classroom observation, the evaluator shall advise the evaluatee of such performance in writing and shall make specific written recommendations for improvement. The recommendations shall include appropriate resources, if any, that may be utilized by the evaluatee to assist with improvement, techniques and standards that will be used in assessing improvement and, where appropriate, a time schedule to be used for monitoring progress.
- 12.9 The final evaluation conference shall be held no later than 30 calendar days prior to the unit member's last work day for that school year.
- 12.10 Unit members' evaluations shall relate to the areas of performance specified above in section 12.3.1 through 12.3.5. They shall be based upon circumstances within the knowledge of the evaluator or information which is reviewed by the evaluator and has been brought to the unit member's attention within a reasonable period of time after the occurrence of the incident.
- 12.11 To receive an overall unsatisfactory evaluation on the Certificated Evaluation Form, the unit member must receive at least one (1) or more "Requires Action" or 4 or more "Developing" for classroom teacher. One (1) or more "Requires Action" or 5 or more "Developing" for non-classroom educator.
- 12.12 The unit member shall be provided a written copy of his/her final evaluation thirty (30) days before the last scheduled school day of the school year in which the evaluation took place. The unit member must sign the evaluation signifying only that he/she has read the document. In the event of noted unsatisfactory performance, the District shall identify,

where appropriate, specific recommendations for improvement and endeavor to assist the unit member in the deficient areas.

- 12.13 The unit member shall have an opportunity to provide a written response to any derogatory evaluation at least ten (10) days before any such evaluation is placed in his/her personnel file. Written responses submitted within this time period shall be attached to the derogatory evaluation. Information of a derogatory nature which is placed in the unit member's personnel file shall be signed and dated.
- 12.14 The official personnel file for unit members shall be maintained at the District office. Unit members shall have access to their personnel file in accordance with Education Code Section 44031. Upon submission of written authorization by the unit member to the Personnel Office an Association representative may examine materials in the unit member's personnel file, subject to Education Code Section 44031. The District shall maintain a log indicating the name and dates of persons who have examined the unit member's file, other than regular personnel office employees and the Superintendent who have access to the personnel files in the normal and routine course of their administrative responsibilities.
- 12.15 All certificated evaluation forms and Extension of Evaluation Cycle form are located on HR's webpage on the LESD website (www.lawndalesd.net)

Article 13 SUMMER SCHOOL PROVISIONS

13.1 The District shall make summer school teaching assignments as follows:

13.1.1 Announcements listing summer school employment and the subjects offered shall be posted on LESD's website/EdJoin and sent in a District email.

Applications shall be filed with the Human Resources Office.

13.1.2 The following criteria shall be applied by the District in selecting teachers for summer school assignment:

13.1.2.1 Legal requirements, including credentials.

13.1.2.2 Level and degree of training and experience.

13.1.2.3 Identifiable skills and strengths.

13.1.2.4 Legitimate educational needs of the school(s) involved.

13.1.2.5 Current employment in the District is preferred.

13.1.2.6 Unit members who did not teach summer school the preceding year.

13.1.2.7 When the above factors are equal, as initially determined by the District, the unit member with the longest service in the District shall receive the assignment.

13.1.3 The District shall notify unit members of the assignments made for summer school as soon as possible following the closing date for submission of applications.

13.1.4 If a unit member develops a special program to be offered in summer school, and that program is offered and maintains sufficient enrollment, that unit member shall have priority over all others to teach that course.

13.1.5 Unit members selected for summer school positions will be offered conditional summer employment before the last two (2) weeks of the regular school year, provided that student registration justifies such conditional employment, and provided further that the unit member's services will be used only if class enrollments continue to meet District standards.

13.1.6 Unit members may be employed for both summer teaching and summer curriculum projects.

Article 14 PRE-RETIREMENT/PART-TIME EMPLOYMENT

Certificated employees in the Lawndale School District may engage in part-time employment according to the following provisions:

- 14.1 Unit members on the pre-retirement part-time employment shall retain all rights, protections and privileges provided under the terms of the Agreement except as modified by this Article.
- 14.2 The employee must have reached the age of 55 to attain eligibility in the plan.
- 14.3 The employee must have been employed full-time in a position requiring certification for at least ten years, of which the immediately preceding five years were full-time employment, all in the Lawndale School District.
- 14.4 The option of part-time employment must be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee, except that such employees shall be subject to layoff and dismissal for cause according to the provisions of the Education Code.
- 14.5 The District and the employee shall pay their respective share of the employee's STRS contributions in an amount equal to the amount that would be contributed if the employee was in full-time status.
- 14.6 The employee shall be paid a salary which is the pro rata share of the salary he/she would be earning if he/she were full-time in the category of the part-time assignment but shall retain all other economic rights and benefits for which he/she makes the payments that would be required if he/she were full-time in the category of the part-time assignment.
- 14.7 The employee shall receive health benefits as provided in Section 53201 of the Government Code, in the same manner as a full-time employee.
- 14.8 The minimum part-time employment shall be the equivalent of one half of the number of days of service in a full-time position.
- 14.9 An employee may not participate in this retirement plan past the age of 70 years, or for more than five years, whichever comes first.
- 14.10 Once an employee has elected to be on a part-time status, such employee cannot return to a full-time employment status, except by consent of the Governing Board.

14.11 All employees who are on part-time employment status will accrue seniority on the same prorated basis as their employment proration.

14.12 The final determination as to how many employees and which employees will participate in this program and which form of part-time employment rest within the sole discretion of the Governing Board. The District has the right to reject all new applicants in any given year. However, the District's determination shall not be arbitrary or capricious.

Should the District find it necessary to choose between new applicants for participation in this program, the following criteria shall be applied to determine who is selected:

14.12.1 Legitimate identifiable educational needs of the District.

14.12.2 Availability of partner teacher, where applicable, with the appropriate credential and subject area or grade level experience as defined in Article 10.

14.12.3 Availability of a partner teacher, where applicable, who is compatible with the applicant.

14.12.4 Legal requirements, including credentials.

14.12.5 Identifiable skills and strengths.

14.13 When an employee serves a partial day under this program, the pro rata salary will be determined by using the fraction of instructional minutes taught compared to the instructional minutes in a full-time assignment at the same grade level. The part-time employee shall also be required to be on duty for the preparation period and to perform before and after school responsibilities on the same pro rata basis.

The normal day-to-day duties outside the classroom shall be contiguous to the instructional day of the employee. The employee may be required to perform noncontiguous duties or spend more than a pro rata amount of time in the case where fulltime employees are required by the District to serve non-contiguous time and in cases where it would be administratively impractical to prorate the time, such as during Back-to-School Night, or required staff meetings. Such duties shall be specified in the Pre-Retirement/Part-Time Employment Agreement between the District and the eligible unit member.

Article 15 SAFE CONDITIONS OF EMPLOYMENT

15.1 Unsafe Conditions

The District is committed to providing and maintaining safe, clean, sanitary working conditions for all unit members. Unit members must notify their immediate supervisor in writing concerning an unsafe condition in the district directly affecting their health and safety. The immediate supervisor shall investigate said reported unsafe conditions and advise the unit member in writing within five (5) work days when administratively practicable of any findings and suggested corrected action.

15.2 Safety Committee

The immediate supervisor shall provide the Site Safety Committee members with a copy of the initial notice and any responses to reported unsafe conditions. (See Labor Code

6311 concerning any rights of a unit member to refuse to work under unsafe conditions.) A unit member from each site shall be appointed to the District Safety Committee.

15.3 Student Discipline

Student discipline shall be in accordance with District Board Policy. Unit members shall have online access to current Board policies, administrative regulations, Education Code and parent handbook provisions for handling student discipline. Procedures for student discipline, required by law and board policy, including Education Code Sections 49079 (Pupil Records) and 48900 (Student Suspension), shall be shared by District/site administrators with unit members each year.

Unit members may refer students to the appropriate site administrator when based on the actions of the student, the unit member has a reasonable belief that the student represents a physical danger to the unit member.

15.3.1 Unit members, acting within the course and scope of their duties and responsibilities, may exercise that amount of physical control reasonably necessary under the circumstances to protect themselves, protect property, or protect the health and safety of others, providing said physical control is not in conflict with or beyond the provisions of the law, including Education Code Section 49001.

15.4 Assault and Battery

Assault is defined as an unlawful threat or an attempt to harm another physically. Battery is defined as intentional and wrongful physical contact with a person without his/her consent that entails some injury or offensive touching.

15.4.1 Unit members shall immediately report all cases of assault and/or battery to the immediate supervisor. The immediate supervisor shall determine the appropriate

response, which may include relieving the unit member from their current assignment without loss of pay or leave time. The unit member and the immediate supervisor shall immediately report the incident to the local law enforcement authorities.

15.5 Personal Property

The District shall reimburse unit members for personal property which is verified damaged or stolen within the scope of employment without the unit member's fault or negligence. Reimbursement shall not exceed the deductible amount of any or all applicable unit member insurance policies in force. If no insurance coverage is in force, the reimbursement shall be based on the depreciated value of the property.

Reimbursement for claims of less than \$35.00 will not be covered and reimbursement shall not exceed \$250.00 per unit member per year. Written claims must be received by the Superintendent or designee within twenty (20) calendar days from the date of loss. The District shall have the discretion to require sales receipts, verification of insurance or lack of insurance coverage and any other information reasonably necessary to evaluate the unit member's claim. Property covered under this provision must have prior written approval of the Superintendent or designee. (See Appendix F for copy of form.)

Article 16 SAVINGS PROVISIONS

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. The parties shall meet, within ten days of a request by either party, to negotiate replacement or alternative language.

Article 17 EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in the Agreement such practices and procedures are discretionary with the District to the extent provided in Article 2 of this Agreement.

Article 18 CONCERTED ACTIVITIES

- 18.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, or similar activity by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 18.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

Article 19 COMPLETION OF MEET AND NEGOTIATION

During the term of this Agreement, the Association and District agree not to request meeting and negotiating over subjects or matters previously raised during negotiations of this Agreement, unless mutually agreed to by the parties.

Article 20 TERM

20.1 Unless otherwise stated, this Agreement shall be effective beginning July 1, 2024 through June 30, 2025.

Thereafter, this contract shall continue in effect until such time as a new Agreement is reached.

20.2 The parties agree to the following negotiation re-openers:

2023-2024: Article 7 (Compensation and Benefits), Work Year Calendar and two articles selected by each party.

2024-2025: Article 7 (Compensation and Benefits), Work Year Calendar and two articles selected by each party.

APPENDIX A

Current Certificated Salary schedule located on HR's webpage on LESD's website

APPENDIX B HEALTH BENEFITS

ELIGIBLE UNIT MEMBERS

- B-1 Effective January 1, 2023, the District shall increase its contribution to the total aggregate pool towards medical health benefits for eligible District employees under Appendix B-1 by \$175,000.
- B-1.1 The District shall first allocate the funds from the health benefits pool to unit members who irrevocably waive available District fringe benefits coverage, to which they are eligible, for the full insurance year. For unit members hired on or before July 1, 2017, an amount of \$1,797.00 shall be provided for active eligible full-time District employees who have irrevocably waived available District fringe benefit coverage, to which they are eligible, for the full insurance year. For unit members hired after July 1, 2017, that amount shall be \$1,000.
- To qualify under B-1.1, the employee must: (a) demonstrate to the satisfaction of the District that the employee has fringe benefit insurance coverage provided by a plan of the employee's spouse; (b) provide evidence each year, no later than the annual enrollment period, that fringe benefit insurance coverage exists; and (c) sign a hold-harmless agreement with the District releasing the District from liability for selecting no District fringe benefit insurance coverage.
- B-1.2 The District shall next allocate funds from the health benefits pool toward the annual premium costs of individual-only HMO, PPO, and Kaiser medical plans for all unit members who have not waived benefit coverage.
- B-1.3 After the costs of coverage described in B-1.1 and B-1.2 have been deducted from the total aggregate District contribution pool, the District shall apportion the remaining funds equally as contributions to members opting for two-party and family medical plans.

ELIGIBLE RETIREES

- B-2 For the duration of this Agreement, a unit member who retires from the District between the age of 55 and 64 and has 15 full time equivalent years of paid service with the District shall be provided an annual contribution equivalent to the amount provided to active unit members as described in B-1.2.

B-2.1 A unit member must notify the District on the appropriate District form no later than June 1st of each year of continuing eligibility in order to qualify for continued coverage as provided herein.

B-2.2 To be eligible for retiree medical benefits, the unit member must be receiving health benefits under the District selected fringe benefit program during the insurance year immediately preceding retirement.

SPOUSES MEDICAL COVERAGE AT TIME OF RETIREMENT

B-3 Spouses of the unit member may be included in the medical plan provided they are on the plan at the time of retirement and premium costs are assumed by the retiree.

IRC SECTION 125 'PREMIUM-ONLY PLAN'

B-4 Effective the 1989-90 insurance year, the District shall implement an IRC Section 125 "premium-only plan" for unit members.

DENTAL/VISION/LIFE/DISABILITY

B-5 The District shall pay the premium cost for the same level of dental, vision, life and disability insurance for eligible unit members that was provided by the District as of the effective date of this Agreement (TA 5-5-05).

B-5.1 Extend current vision program to include one eyeglass frame and lenses per eligible unit member per year (TA 3-18-97)

B-5.2 Extend current Vision Service Plan (VSP) and Delta Dental programs to include eligible dependent coverage contingent upon the unit member paying the full premium cost through payroll deduction (TA 3-18-97).

APPENDIX C CERTIFICATED BENEFITS MANDATED BY LAW

State Teachers Retirement System

Workers' Compensation

Unemployment Insurance, effective January 1, 1978

Implement Medicare coverage for eligible unit members effective November 1, 1991, as provided for by AB 265 (1986) and Government Code Section 22009.03, et seq. The election shall be conducted pursuant to the rules and regulations promulgated by the Public Employees Retirement System (PERS). All unit members who are members of STRS and who were employed in the District on or before March 31, 1986, shall be eligible to participate in the individual Medicare election.

APPENDIX D

CERTIFICATED FLAT MONTHLY MILEAGE ALLOWANCE

*Nurses (10 month) \$ 125.00

*Psychologists (10 month) \$ 90.00
(*based on current board approved mileage chart)

Other unit members who, as part of their regular work assignment, are required by the Superintendent to work at more than one work site in a given work day will be reimbursed the IRS Approved/Authorized Rate per mile, based on the required daily mileage for the number of vehicles use days per school year, paid in equal monthly amounts.

Board approved conferences and workshops –IRS Approved/Authorized Rate

APPENDIX E

CURRENT CALENDAR

Available on HR's webpage on the LESD website

<http://www.lawndalesd.net>

APPENDIX F PERSONAL PROPERTY REGISTER FOR CERTIFICATED EMPLOYEES

LAWNDALE ELEMENTARY SCHOOL DISTRICT

Pursuant to LTA Contract, Article 15, Section 15.5, "The District shall reimburse unit members for personal property which is verified damaged or stolen within the scope of employment without the unit member's fault or negligence. Reimbursement shall not exceed the deductible amount of any or all applicable unit member insurance policies in force. If no insurance coverage is in force, the reimbursement shall be based on the depreciated value of the property. Reimbursement of the claims of less than \$35.00 will not be covered and reimbursement shall not exceed \$250.00 per unit member per year. Written claims must be received by the Superintendent or designee within twenty (20) calendar days from the date of loss. The District shall have the discretion to require sales receipts, verification of insurance or lack of insurance coverage and any other information reasonably necessary to evaluate the unit member's claim. Property covered under this provision must have prior written approval of the Superintendent or designee."

Directions: Please complete form below. For each item listed have your Principal initial in space indicated after he/she has verified the item is on site.

Name of Employee (Print) School Site/Work Location Date

ITEM #1 _____

Date brought to site ID#'s or serial #'s, if appl. est. value Principal's Initials

Description _____

ITEM #2 _____

Date brought to site ID#'s or serial #'s, if appl. est. value Principal's Initials

Description _____

ITEM #3

_____ Date brought to site ID#'s or serial #'s, if appl. _____ est. value _____ Principal's Initials _____

Description _____
_____ Personal Property Register (Page 2)

ITEM #4 _____

_____ Date brought to site ID#'s or serial #'s, if appl. _____ est. value _____ Principal's Initials _____

Description _____

ITEM #5 _____

_____ Date brought to site ID#'s or serial #'s, if appl. _____ est. value _____ Principal's Initials _____

Description _____

(Attach additional sheets if necessary)

Do you have insurance coverage on the above listed items? YES NO

If yes, please provide the name of the insurance company and policy number.

- Original to be filed at school site
- Submit claims to Business Office
- Attach copy of this form to claim

Employee signature

Employee date