

**AGREEMENT**  
**BETWEEN THE**  
**SOUTHERN INYO TEACHERS ASSOCIATION**  
**AND THE**  
**BOARD OF EDUCATION OF THE**  
**LONE PINE UNIFIED SCHOOL DISTRICT**  
**2024-2027**

(Includes contract changes per negotiated settlements Board Approved on  
June 18, 2025.)

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A T T E S T A T I O N

This Agreement between the Southern Inyo Teachers Association of Lone Pine and the Lone Pine Unified School District was developed during re-opener negotiations for the 2024-25 school year in negotiations between the two parties in compliance with the provisions of Senate Bill 160, the Rodda Act. This booklet is a true and correct copy of the terms and conditions of the Agreement. This agreement shall continue in full force and effect until June 30, 2027.

IN WITNESS WHEREOF, the parties hereto set their hands this 3rd day of June, 2025.

LONE PINE UNIFIED SCHOOL  
DISTRICT, BOARD OF EDUCATION

SOUTHERN INYO TEACHERS  
ASSOCIATION

By:

By:

  
\_\_\_\_\_  
District Superintendent

  
\_\_\_\_\_  
SITA Lead Negotiator

Article 1 - AGREEMENT

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Lone Pine Unified School District ("Board") and the Southern Inyo Teachers Association/CTA/NEA ("Association"), an employee organization.
- 1.2 This Agreement shall continue in full force and effect until June 30, 2027.

Article 2 - RECOGNITION

2.1 The District recognizes the Association as the exclusive representative for that unit of employees which is employed in the following classifications:

- Permanent and probationary classroom teachers
- Intern teachers and those on any sort of credential or permit other than clear or preliminary
- Full-time and part-time classroom teachers
- Adult Education teachers,
- Teacher-counselors,
- Counselors,
- Teacher-librarians,
- Head teachers,
- Temporary teachers and
- Summer school teachers.

excluding all management, supervisory, confidential and classified employees.

2.2 New positions shall be mutually reviewed for possible bargaining unit inclusion. Disputed cases shall be submitted to PERB and shall not be subjected to the grievance procedure.

2.3 A "unit member" shall mean any member of the bargaining unit as set forth in this article.

Article 3 - DISTRICT RIGHTS

3.1 All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 and all rights not limited by the clear and explicit provisions of the other articles of this Agreement, are reserved to the District. It is agreed that such reserved rights include, but are not limited to , the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

- 3.1.1 Determine its organization;
- 3.1.2 Direct the work of its unit members;
- 3.1.3 Determine the times and hour of operation;
- 3.1.4 Determine the kinds and levels of services to be provided, and the method and means of providing them;
- 3.1.5 Establish its educational policies, goals and objectives;
- 3.1.6 Ensure the rights and educational opportunities of students;
- 3.1.7 Determine staffing patterns;
- 3.1.8 Determine the number and kinds of personnel required;
- 3.1.9 Maintain the efficiency of District operations;
- 3.1.10 Determine the curriculum;
- 3.1.11 Build, move or modify facilities;
- 3.1.12 Establish budget procedures and determine budgetary allocation;
- 3.1.13 Determine the methods of raising revenue;
- 3.1.14 Hire, classify, assign, transfer, evaluate, promote, terminate and discipline unit members.

## Article 4 - ASSOCIATION RIGHTS

- 4.1 The Association shall have the right to make reasonable use of school equipment, buildings, and facilities at reasonable times. Facilities and equipment shall include typewriters, copy machines, calculators, computers, telephones and all types of audiovisual equipment when such equipment is not otherwise in use by the District during business hours. The Association shall pay for all supplies and reproduction costs.
- 4.2 The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards in each school building in unit members lounges. The Association may use the District mail service and unit member mail boxes, subject to reasonable limitations, for communications to unit members. Any literature to be distributed or posted must be dated and must identify the person and organization responsible for its promulgation.
- 4.3 Authorized Association representatives shall, in accordance with the conditions noted herein; have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful Association business.
- 4.4 Upon arriving at the school site, any such representative shall first report to the office of the site administrator to announce their presence.
- 4.5 In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contact with unit members shall be limited to non-classroom teaching hours such as breaks, duty-free lunch periods and before and after school.
- 4.6 Names and addresses of all District unit members shall be provided annually without cost to the Association.
- 4.7 The Association shall have the right to represent unit members in those employment relationships expressly covered by this Agreement.
- 4.8 The District shall provide via electronic mail the complete Governing Board meeting agenda and backup,

including the minutes of last meeting, except for executive sessions, to the Association President and the Lead Negotiator. This information shall be provided at least seventy-two (72) hours in advance of any regular meeting of the Governing Board and at least twenty-four (24) hours in advance of any special or emergency meeting of the Governing Board.

4.9 Negotiations shall take place at mutually agreeable times and places during regular school days but may take place outside of these time frames subject to the limitations and provisions in 16.5. The Association shall designate four representatives who shall receive a sufficient number of hours of release time without loss of pay or cost to the Association to prepare for bargaining as well as attend negotiations and impasse proceedings.

4.10 The Association President, or the unit member they appoint for this purpose, shall be guaranteed up to one (1) hour to address new staff members at the District Orientation meeting each year.

4.10.1 The District will provide to the Association ten (10) days advance notice of the date, time and location of the beginning of the year new-hire orientation. The District will not be present during the Association's presentation.

4.10.2 For mid-year new-hires, the Association President, or the unit member they appoint, will be provided fifteen (15) minutes (or 30 minutes if more than one new-hire) to meet with new-hires. The District will schedule the mid-year new hire orientation(s) on a monthly basis unless there are no new-hires.

4.10.3 The District will provide advance notice of the date, time and location of the monthly new-hire orientation meeting. The mid-year new-hire orientation meeting will occur during non-instructional time.

4.11 A total of five (5) days of unpaid Association leave shall be available to the elected officials of the Association for the specific purpose of attending local,

state or national conferences. Application for Association leave by the Association official requesting leave must be made not less than thirty (30) calendar days before the date(s) of requested absence, if possible. The names of Association delegates and alternates shall be given to the District by the Association in writing by October 1st of each school year. The District may deny the leave only if one or more of the following circumstances exist:

- 4.11.1 A substitute is required by law and cannot be obtained.
- 4.11.2 A special event, project or work assignment requires the presence of the official at work on the day(s) of requested absence.
- 4.11.3 The requested leave exceeds the total of five (5) days available to the Association for the term of the contract.
- 4.11.4 An emergency condition exists requiring the presence of a unit member at work.

Additional time off for the above stated purposes may be granted by the District. In addition, the District may grant paid leave or release time to an elected official of the Association in order to attend a conference that is beneficial to both the Association and the District. For example, a conference that teaches Association officials how to lobby Congress or negotiate with the District would not be covered; a conference that teaches Association officials how to work with the District to interpret and apply new legislation could be covered.

4.12 The time period from 3 p.m. to 4 p.m., one (1) day per month shall be set aside by the District for Association meetings. The specific day of the month to be set aside for such purposes shall be mutually agreed upon by the Superintendent and the Association.

4.13 Upon appropriate written authorization from the unit member the District shall deduct from the salary warrants of the unit member and make appropriate remittance for

group insurance, annuities, political action contributions, credit union payments, charitable donations or any other plans or programs jointly approved by the Association and the District.

4.14 The District will provide required AB 119 information in its possession to the Association. The information will be provided for new-hires within 30 days of employment. In addition, the District will provide AB 119 information during the months of September, January and May for all unit members.

4.15 The information provided under this Article will be in a manner consistent with employee privacy requirements as referenced in Chapter 11.5 of Division 4, Title I of the California Government Code.

4.16 A reasonable number of representatives of the Association shall have the right to receive reasonable periods of release time without loss of compensation when preparing for bargaining, meeting and negotiating and for the investigation, writing and processing of grievances in accordance with Government Code section 3543.1(c).

4.17 The Association shall have the right to consult on the hiring of all certificated personnel other than administration. Specifically, whenever the District schedules any interview(s) to fill certificated positions, the Superintendent or designee shall immediately send via electronic mail to all unit members invitations to attend the interview(s) and give input into the hiring decision(s). The site principal shall select from those who express interest one SITA representative and at least one other teacher who serves in the appropriate subject or grade level.

In the event that not enough unit members express interest, the site principal shall attempt to solicit additional certificated participants.

4.18 The Superintendent shall include an untimed slot for a SITA Representative Report during the Presentation Session section of each regular Board meeting.

## Article 5 - GRIEVANCE PROCEDURE

### 5.1 Definitions

- 5.1.1 A "grievance" is a formal written allegation by a grievant that there has been a violation of a specific provision(s) of the Agreement.
- 5.1.2 "A grievant" may be any certificated employee, group of employees, or the Association covered by the terms of this Agreement.
- 5.1.3 A "day" is any day in which the central administrative office of the District is open.
- 5.1.4 The "immediate supervisor" is the lowest level administrator who has been designated to adjust grievances having line supervisory authority over the grievant.

### 5.2 Informal Level

Before filing a formal written grievance, the grievant should attempt to resolve it by an informal conference with their immediate supervisor.

### 5.3 Formal Level

#### 5.3.1 Step 1: Immediate Supervisor

- a. Within fifteen (15) days after the occurrence of the act or-omission giving rise to the grievance, or within fifteen (15) days of the date when the grievant should reasonably have had knowledge of the act or omission, the grievant must present the grievance in writing on the District Certificated Grievance form to their immediate supervisor and must provide a copy to the Association president.
- b. This statement shall be a clear, concise statement of the circumstances giving rise to the grievance and shall include the following information:
  - (1) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance.
  - (2) A list of the provisions of the Agreement which have been violated.

- (3) A list of the reason(s) why the immediate supervisor's proposed resolution is unacceptable; and
  - (4) Specific actions requested of the District which will remedy the grievance.
- c. Within five (5) days after receipt of the grievance, the grievant and the supervisor shall meet to discuss the grievance and attempt to arrive at a mutually satisfactory solution. If a solution is not reached, the supervisor or designee shall communicate the supervisor's decision in writing within five (5) days after this meeting. The decision will be sent to the grievant with a copy to the Association. 5.3.2

#### 5.3.2 Step 2: Superintendent

- a. If the grievant is not satisfied with the decision at Step 1, they may within five (5) days appeal the decision on the District Certificated Grievance Form to the Superintendent or designee. If the grievance arises from an action of authority higher than the principal of a school, the party may present such grievances at Step 2 of this procedure.
- b. This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement for the appeal.
- c. Within five (5) days after receipt of the grievance, the grievant and the Superintendent shall meet to discuss the grievance and attempt to arrive at a mutually satisfactory solution. If settlement is not reached, the Superintendent or designee shall communicate the Superintendent's decision in writing within five (5) days after this meeting. The decision will be sent to the grievant with a copy to the Association.

#### 5.3.3 Step 3: Mediation

If the grievant or the Association is not satisfied with the decision at Step 2, or if no written decision has been rendered within five (5) days after the grievant has met with the Superintendent, the grievant may, within ten (10) days, submit a written request for mediation of the grievance. This request shall be directed both to the Superintendent and the Association President. In this event the Association shall, within five (5) days of such request, submit to the California State Mediation and Conciliation Service a written request for the immediate services of a mediator.

- (1) The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. At the outset of this process, the mediator shall schedule a meeting at a mutually agreeable time for the purpose of resolving the matter through mediation.
- (2) If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect, and thus waive the right to either party to any further appeal of the grievance.
- (3) The District and the Association have agreed that Step 3 may be waived by mutual agreement.

5.3.4 Step 4: Binding Arbitration

- a. If the grievant is not satisfied with the results of Step 3 mediation process, they may, with the prior written approval of the Association, within twenty (20) days of the final meeting with the mediator, request in writing that the grievance be submitted to binding arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he has had an opportunity to hear the merits of the grievance.
- b. The costs for service of the arbitrator, including per diem expenses, travel, and sustenance expenses, if any, shall be shared equally by the District and Association. The arbitration hearing will be held in a location to be mutually agreed upon by the District and the Association. If the arbitrator requests use of a reporter and/or transcripts, the parties shall split the cost. If the District requests use of a reporter and/or transcripts, the District shall assume the costs unless the parties mutually agree to an equal split. If the Association requests use of a reporter and/or transcripts, the Association shall assume the costs unless the parties mutually agree to an equal split. Otherwise, each party shall assume the expense of the presentation of its own case.
- c. The fact that the grievance has been considered by the Parties in the preceding steps of the grievance shall not constitute a waiver of jurisdiction limitations upon the arbitrator in this Agreement.
- d. The parties shall select a mutually agreeable arbitrator who must be willing to hold the arbitration hearing in the District. Should they be unable to agree on an arbitrator within five (5) working days of the Association's submission of the grievance to arbitration,

an arbitrator shall be selected from a list of five (5) arbitrators provided by the American Arbitration Association, by alternate striking of names until one name remains. The party who strikes the first name shall be determined by the Association striking first on all even numbered grievances and the District striking first on all odd numbered grievances.

- e. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law, which is violative of the terms of this Agreement, or to change any of the Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement to a unit member as is needed to remedy the grievance.

The decision of the arbitrator will be submitted to the Superintendent and the Association and will be binding upon the parties.

#### 5.4 Miscellaneous Provisions

- 5.4.1 Time limits provided in this Agreement may be extended by mutual agreement signed by the parties. If a grievance is filed near the end of the school year, every attempt shall be made to process the grievance prior to the end of the school year. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to lodge an appeal at the next step of this procedure. Any grievance not advanced from one step to the next, within the time limits of that step shall be deemed resolved by the District's answer at the previous step unless the time limits are extended by mutual agreement.
- 5.4.2 A unit member may be represented at all stages in the grievance procedure by themselves, and/or, at their option, by a representative selected by the Association. If a unit member is not represented by the Association or its representatives, the Association shall have the right to be present and state its views at all stages of the grievance procedure.
- 5.4.3 The grievant shall have the right to have an Association representative present at each step of the grievance procedure.

- 5.4.4 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, they will, upon notice to their principal or immediate superior by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigation, meeting, or hearing as a witness will be accorded the same right.
- 5.4.5 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 5.4.6 Forms for filing grievance, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by the Board.
- 5.4.7 If the same grievance or substantially the same grievance is made by more than one unit member against one respondent, the names of all the aggrieved parties shall appear on any document relating to the settlement and all settlements shall apply equally to all aggrieved parties. The Association may continue such a grievance on behalf of all aggrieved parties even if the original grievant decides not to continue the process at any stage.
- 5.4.8 Decisions rendered at Steps 1 and 2 of the grievance procedure will be in writing, setting forth the decision and the rationale for the decision, and will be transmitted within the timelines defined in Steps 1 and 2 to all parties in interest and to the President of the Association.

Article 6 - MEMBERSHIP DUES

- 6.1 The Association and the Board agree that each unit member employed by the District has the right to join or not to join the Association.
- 6.2 The Association and the Board agree that the freedom of each unit member to join the Association and to pay dues to it shall not be transgressed by either party.
- 6.3 The Association has the sole and exclusive right to have membership dues deducted from members in the unit. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Association an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization and as confirmed in a written notification from the Association, the District shall deduct one-tenth of such dues from the regular salary warrant of the unit member each month for ten months. Deductions for bargaining unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.
- 6.4 Withdrawal from the Association will be in accordance with the Association's bylaws and requirements. A bargaining unit member shall direct any inquiries regarding withdrawal from membership to the Association. The Association is responsible for notifying the District in writing of a withdrawal of dues deduction by any bargaining unit member. The District will not process a unit member's direct request to terminate dues deductions, but will refer the unit member to the Association for processing.
- 6.5 The Association shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising out of the administration and implementation of this Article.

## ARTICLE 7 - SALARY ADMINISTRATION

- 7.1 Each person employed by the District in a position requiring certification qualifications shall be classified on the salary schedule on the basis of uniform allowance for years of training and years of experience. Beginning with the 2023-24 school year, line 1 on the Certificated Salary Schedule shall be eliminated and all unit members on line 1 shall be moved to line 2. No unit member shall be placed on line 1. Unit members shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the respective grade levels in which such employees serve.
- 7.2 Extra-duty assignments set forth by the schedule presented in Appendix B shall be performed by qualified unit members, unless insufficient qualified volunteers are available to perform such duties. If a sufficient number of unit members is not available, the District may use non-unit members so long as such usage is permissible pursuant to the Education Code and/or California Administrative Code, Title 5.
- 7.3 Unit members who serve less than the required annual number of working days for regular full-time unit members in their classification shall receive salary and additional amounts as applicable for Professional growth units and Master's/Doctoral degrees in the ratio of the number of days worked to 180. Notwithstanding the above, unit members who serve for one full school semester shall receive not less than one-half the annual salary applicable to their class and step, in addition to applicable amounts for Professional Growth units and Master's/Doctoral degree.
- 7.4 Salary warrants or direct deposits for regular unit members shall be issued on or about the last working day of each month, with appropriate deductions.
- 7.5 Mandatory deductions from gross earnings are those required by law and include Federal and State Income Tax and State Teachers Retirement.
- 7.6 Optional deductions are those deductions the unit member may elect to have taken from their gross earning. Optional

deductions must be initiated in writing by the unit member. Such authorization shall remain in effect continuously until the District receives written notice from the unit member withdrawing the authorization for a particular deduction. Optional deductions may include Tax Sheltered Annuities, 403(B) Programs, 457 Programs, Credit Union payments, 125 Plan, and summer salary payments.

7.7 Those assigned to the salary schedule attached as Appendix A are those unit members named in the unit description of this contract.

7.8 Those assigned to the salary schedule attached as Appendix B are those unit members named in the unit description of this contract and/or non-bargaining unit personnel as per Article 7.2.

7.9 Definitions

7.9.1 CLASS means a column on the salary schedule in which a unit member is placed.

7.9.2 STEP, placement within a class representing years of experience or service.

7.9.3 UNITS, college or university units listed in terms of semester credits; quarter units are converted to semester units by multiplying the quarter hours by two-thirds (2/3rds). When the total number of semester units ends in a fraction equaling one-half (1/2) unit or greater, it shall be rounded up to the next whole number. All units used to determine placement must be verified with transcripts from an accredited college or university.

7.9.4 DAILY RATE OF PAY shall be the unit member's total annual salary (including Professional Growth units, Master's and/or Doctoral increases and Anniversary Steps) divided by 180. This calculation shall not include any of the "Preparation Days" that unit members work. Unit members receive compensation for

these days that is in addition to their salary as reflected on the Certificated Salary Schedule.

#### 7.10 Placement on the Salary Schedule

7.10.1 The Superintendent shall place unit members on the salary schedule according to the provisions of this Article.

7.10.2 For original placement on the salary schedule, the units required above a Bachelor or Master's degree must be units in upper division or graduate courses. Units earned prior to receipt of the Bachelor's degree may be used providing:

1. That they have not been used to meet the requirements of the Bachelor's degree and that they have not been used to meet the requirements of the graduate program, and
2. That the units in question could be used to meet the requirements of the graduate program.

7.10.3 Unit members may receive credit for prior successful teaching in a public or private school if they taught not less than three-fourths (3/4ths) of the number of days in the prescribed school year for each year credited as experience. Equal credit shall be given for teaching in the Peace Corps or Vista. In no case will experience be allowed unless the unit member was in possession of a valid teaching credential at the time the service was rendered. Effective July 1, 2014, the maximum service credit for initial placement shall not be higher than Step thirteen (13).

7.10.4 Within the first five (5) weeks of the start of the school year, the District shall confirm in writing to each unit member their placement on the salary schedule, number of additional college units earned toward Professional Growth step advancement, additional percentages to be paid as a result of

Master's and/or Doctoral degrees, assignments for which a stipend will be paid, and accumulated leave balance.

#### 7.11 Advancement on the Salary Schedule

7.11.1 All unit members shall advance one vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class, or whose contract is limited by special conditions usually identified with specially funded program employment.

7.11.2 Unit members who, in any one year, are on paid status for at least seventy-five percent (75%) of the working days designated for the affected position shall be deemed to have earned a year of experience credit.

7.11.3 A unit member who desires to take courses for advancement credit must usually have such courses approved by the Superintendent prior to enrollment. However, the Superintendent may, at their discretion, approve courses for advancement credit after a unit member has enrolled and/or completed courses.

The district may give salary advancement credit for in-service training and may give one (1) semester unit of credit for every eighteen (18) clock hours of in-service training. Credits for in-service training must usually have the prior approval of the Superintendent. The Superintendent may, at their discretion, approve in-service training for advancement credit after a unit member has begun and/or completed in-service activities.

The District may grant units of credit to unit members who, outside the work day, write projects which result in the District obtaining special funding.

7.11.4 Unit members requesting reclassification from one class to another must file such requests with the District office no later than April 15 of each year. Supporting records or transcripts verifying course work undertaken which is to apply to such

reclassification must be filed with the District office by September 1, unless the unit member can verify that such transcripts were unavailable from the college by that date.

- 7.12 It is the responsibility of the unit member to make sure that they have a valid credential in force or in the process of approval at the time of employment and thereafter.
- 7.13 Unit members who may be hired on credentials other than clear or preliminary will be placed on the second step of the regular salary schedule and cannot advance beyond the third step until they have secured a clear or preliminary credential.
- 7.14 Time sheets requesting payment for extra-duty services, period sub work, absorbing additional students, and similar shall be turned in no later than the deadline established by the District. Payment for such services shall be made no later than the end of the month in which a time sheet was submitted. Unit members who fail to submit a time sheet in any given month may request payment for additional hours/services by submitting a time sheet for those hours/services in a subsequent month during the same school year.
- 7.15 Temporary, part-time and full-time unit members will be paid on the basis of their placement on the regular salary schedule as herein provided. Adult Education unit members who also serve as regular TK-12 full- or part-time teachers will be paid their regular hourly rate for providing Adult Education services. The 2023-2024 Adult Education Salary Schedule shall remain in effect for the 2024-2025 school year.
- 7.16 The 2024-25 Certificated Salary Schedule is set forth in Appendix A and reflects a one and one-half percent (1.5%) increase over the 2023-24 Certificated Salary Schedule. The increase shall apply to steps/columns as well as to Professional Growth amounts. This increase is retroactive to July 1, 2024.

The 2024-25 Extra-Duty Pay Schedule is set forth in Appendix B and reflects the same compensation as the 2023-24 Extra-Duty Schedule.

- 7.17 Unit members serving less than full-time shall have their

salaries prorated as follows: 1 teaching period = 26.54% of full salary, 2 periods = 43.93%, 3 periods = 61.31%, 4 periods = 78.70%. These percentages reflect current practice as of 2024-25 for how the Chief Financial Officer pays part-time unit members.

7.18 New salary rates for salary class changes due to Professional Growth steps must be received and verified on or before October 1 of any given school year, unless the unit member can verify that transcripts or other acceptable documentation in the case of units based on in-service training were unavailable from the college (or designated institution in the case of units based on in-service training) by that date. Professional Growth units will only be credited on an annual basis.

7.19 Supplemental contracts and job descriptions shall be provided for all extra-duty assignments. These contracts and job descriptions shall include an outline of general duties and responsibilities for each assignment. A supplemental contract held by a unit member shall continue from year to year unless terminated in writing by either party. The District shall withhold a portion or all of the compensation until the unit member fulfills the contract.

The District shall provide a written evaluation of each position within three (3) weeks of the end of each season, however, all positions must be evaluated not less than (3) weeks prior to the end of the school year.

7.20 If any individual is employed to perform two (2) or more extra-duty assignments listed in Appendix B, the individual shall receive the specified stipend for each assignment.

7.21 Unit members employed in certificated position who volunteer to teach Adult Education classes, substitute or assume other duties during their preparation period(s), or volunteer to assume a specified assignment in a District program which could include after-school tutoring, intervention classes, or working in an ELOP (extended Learning Opportunity Program), will be compensated at their regular hourly rate of pay for time spent performing such duties.

However, unit members who substitute during their preparation period may select to receive compensation time in lieu of pay

during the current school year. Tutoring or intervention classes are not eligible to earn compensation time in lieu of pay. Compensation time earned for substituting during a preparation period must be used during the school year that it is accumulated. At the end of any school year, accumulated comp time shall be paid out at the highest hourly rate the unit member earned during that school year and will be included on the June pay check. No comp time may be carried forward into the next fiscal year. The use of comp time must be approved in advance and is contingent on the availability of a substitute teacher.

- 7.22 Walk-on coaches will receive per hour twenty dollars (\$20) or minimum wage, whichever is higher between the time the bus leaves the school and the end of the regular unit member's day. This is for time off of their regular work day and would be equal to the time that the District would be required to employ a substitute teacher for the unit member. The maximum allowed is two hours per day.
- 7.23 Beginning with the 2024-25 school year, unit members who have earned a Master's degree shall receive a five percent (5%) increase in their base salary. Unit members who have earned a Doctorate degree, a 2<sup>nd</sup> Master's degree, or ninety (90) units including a Master's degree shall receive a seven percent (7%) increase in their base salary. The Certificated Salary Schedule (Appendix A) shall reflect these new increases.
- 7.24 Beginning with the 2024-2025 school year, the "Professional Growth Step" box on the Certificated Salary Schedule (Appendix A) shall have the first two lines replaced with new language as follows: "PROFESSIONAL GROWTH STEP: All unit members who have reached the end of their columns shall receive as part of their base salary a Professional Growth step computed as follows: College units earned after this step shall be credited up to a maximum of fifteen (15) semester units for Columns II - IV and a maximum of twenty-one (21) semester units for Column V."
- 7.25 Unit members who teach one or more dual enrollment class(es) in conjunction with a community college, college, or university shall receive a stipend in the amount of \$1200 per dual-enrollment class per semester, to be paid on a monthly basis.

- 7.26 If a high school or middle school athletic team has 14 or more players, the District shall hire both a head coach and a full-time assistant coach. However, in the interests of student safety, the District shall always hire both a head coach and a full-time assistant coach for the high school football team, regardless of the number of players.
- 7.27 The language immediately beneath the Certificated Salary in Appendix A shall be changed as follows: "Effective July 1, 2014, the maximum service credit for initial placement shall not be higher than Step Thirteen (13). The only use of Column A, Step 2 will be the initial placement of teachers who do not have a preliminary or clear credential."
- 7.28 A unit member's base salary is defined to include:
- Step and Column amounts
  - Professional Growth amounts
  - Master's and/or Doctoral degree amounts
  - Salary improvements as provided for in 8.13.6
- 7.29 The Extra-Duty Pay Schedule (Appendix B) shall be modified as follows:
- Change the title to "Extra-Duty Stipend List" on Appendix B and in this Agreement's table of contents.
  - Move Outdoor Science Camp Head Catalina from Level VII to Level V (Leave Outdoor Science Camp Bernasconi on Level VII)
  - Add to Level X: "Unit member absences during the school day used to fulfill Extra-Duty Stipend activity shall be granted School Business leave."
  - Move Service Club from Level IV to Level III
  - Add to Activities Director (Lo-Inyo) the following text: "At own discretion, may advise on the Fall Festival"
  - Change Level VII "Elementary/Jr High Ski Coach/Coordinator" to Ski Program Coordinator for District" and move the entry to Level X
  - Change Level VII "High School Recreational Ski/Snowboard Coach" to Ski Program Instructor" and move the entry to Level X
  - Move all actual Head Coaches + Cheerleader Advisor (LPHS) from Level III to Level II

- Delete the words "Head Coach" from "Head Coach Yearbook without Class" on Level III
- Eliminate "Dance Chaperone" from Level X
- From the note at the bottom regarding playoff bonus, delete the word football.
- Add "LPHS Freshman Class Advisor," "LPHS Sophomore Class Advisor," "LPHS Junior Class Advisor" to Level VIII
- Add "LPHS Senior Class Advisor" to Level IV
- Add "WASC Coordinator for Mid-Cycle Review" to Level V

7.30 The Certificated Salary Schedule shall be changed to specify that the Counselor shall work and be paid for an additional fifteen (15) days per school year instead of 10 (ten), with five (5) of the additional days scheduled prior to the start of each school year and ten (10) of the days scheduled after the end of each school year.

7.31 Unit members who volunteer to assume specific after-hours duties shall be compensated \$25 per hour after working such duties, with the compensation to be included in the pay period during which they submit such hours on their time sheet. The specific duties included in this provision are:

- Chaperoning school dances,
- Working the gate or in another official capacity (timekeeper, etc.) at a school sports event,

Other duties may also be included in this provision with mutual consent from the Superintendent and the Association.

7.32 The Certificated Salary Schedule shall be extended to include Steps 36-40. Steps 36, 37, 38, and 39 shall be the same amount as Step 35, but Step 40 shall show an increase over Step 39 in the same amount of the increase seen from Step 34 to 35.

7.33 Teachers who volunteer to work outside of contract hours to prepare for and run the annual Kindergarten Roundup and/or TK Roundup shall be paid their regular hourly rate for their time, with the compensation to be included in the pay period during which they submit such hours on their time sheet.

## Article 8 - BENEFITS

### 8.1 Health Insurance

- 8.1.1 The District agrees to provide each unit member, their spouse/registered domestic partner, and their eligible dependents paid medical insurance. Health and welfare benefits provided by the District shall include medical, dental, vision, life insurance, and prescription coverage.

Beginning with the 2024-2025 benefit plan year and continuing in subsequent benefit plan years, the District will contribute \$26,000 annually per unit member toward the cost of health and welfare benefit premiums. Any premium amount above the District's \$26,000 contribution will be shared equally between the District and each unit member. However, beginning with the 2024-2025 benefit plan year, and continuing in subsequent benefit plan years, a unit member's health and welfare benefit plan contribution will not exceed the tenthsly amount of one hundred and fifty dollars (\$150), which is fifteen hundred (\$1500) annually, regardless of the medical plan selected by the unit member. The District shall absorb the cost of any health and welfare benefit plan premiums that exceed the combined total of the District's contribution (\$26,000 + 50% of any costs over \$26,000) and the unit member's contribution (50% of any costs over \$26,000 but only up to the \$1,500 limit). Should a funding shortfall occur as a result of this formula, the District shall pay the additional costs in full and shall not seek any repayment of such costs from any unit member.

The District's maximum contribution (including any contribution resulting from a funding shortfall) as well as a unit member's contribution to benefits, is based on a full-time employment and will be prorated for part-time unit members.

The District will provide seven (7) composite plans currently available from California Valued Trust. These shall include plan 3B, which is the plan unit members are enrolled in as of the 2023-2024 school year.

Current retirees from the District as of the 2024-2025 benefit plan year will continue to receive fully paid medical benefits until they reach the age of 65 or the age established for Medicare eligibility, whichever comes first. Future retirees from the District will never be required to pay more for their insurance than do current unit members. However, if a retiree elects a plan that costs less than the District's maximum contribution, the retiree will pay nothing.

- 8.1.2 Beginning with the 2024-25 benefit plan year and

continuing in subsequent benefit plan years, should a unit member choose to participate in a plan which costs less than plan 3B, that unit member shall not pay any unit member health and welfare benefit plan contribution and shall receive a monetary rebate. This rebate shall consist of 50% of the difference between the total District contribution that year for plan 3B and the actual yearly cost of the plan elected by the unit member. This rebate shall be paid to the unit member tenthly during the benefit plan year.

- 8.1.3 For 8.1.3 through 8.1.6 inclusive, any leave granted to a unit member by the Governing Board shall be considered to be included in their "consecutive years" of service.

Unit members hired before July 1, 2003 who have worked ten (10) consecutive years prior to their retirement, and have reached at least fifty-five (55) years of age, will be eligible to receive health, dental and vision insurance coverage for five (5) years or until the age established for Medicare eligibility, whichever comes first. The five (5) year period will be increased one (1) year for each year of service beyond the (10) years to a maximum of fifteen (15) years of service which will provide benefits for up to ten (10) years or until the age established for Medicare eligibility, whichever comes first. The District contribution to the premium for retirees will be at the same rate as that paid for active unit members.

- 8.1.4 Any unit member hired after June 30, 2003, but before July 1, 2005, who has worked fifteen (15) consecutive years in the District prior to their retirement, and has reached at least fifty-five (55) years of age, will be eligible to receive health, dental and vision insurance coverage for five (5) years or until the age established for Medicare eligibility, whichever comes first. The five (5) year period will be increased one (1) year for each year of service beyond fifteen (15) years to a maximum of twenty (20) years of service which will provide benefits for up to ten (10) years or until the age established for Medicare eligibility, whichever comes first. The District contribution to the premium for retirees will be at the same rate as that paid for active unit members.

- 8.1.5 Any unit member hired after June 30, 2005, who has worked fifteen (15) consecutive years in the District prior to their retirement, and has reached at least fifty-five (55) years of age, will be eligible to receive health, dental and vision insurance coverage for five (5) years or until the age established for Medicare eligibility, whichever comes first. The District contribution to the premium for retirees will be at the same rate as

that paid for active unit members.

8.1.6 Any unit member hired after June 30, 2005, who has worked twenty (20) consecutive years in the District prior to their retirement, and has reached at least fifty-five (55) years of age, will be eligible to receive health, dental and vision insurance coverage for ten (10) years or until the age established for Medicare eligibility, whichever comes first. The District contribution to the premium for retirees who have worked for twenty (20) consecutive years will be at the same rate as that paid for active unit members.

## 8.2 Dental Insurance

8.2.1 The District shall provide for the maintenance of the Delta Dental Incentive Plan and orthodontic coverage for dependent children, as specified in health benefits 8.1.1.

## 8.3 Vision Insurance

8.3.1 The District shall provide for the maintenance of the current Vision Care Plan, as specified in health benefits 8.1.1.

## 8.4 Life Insurance

8.4.1 The District shall provide for \$50,000 of level term life insurance for unit members, as specified in health benefits 8.1.1.

## 8.5 Paid Prescription Plan

8.5.1 The District shall provide a prescription drug plan, as specified in health benefits 8.1.1.

8.6 Any unit member who in the course of their assigned duties, after the exercise of due caution and through no fault of their own, suffers damage to an item of personal property shall present a claim for the repair or replacement of the item to the District. The District shall determine the facts in each instance and may approve the claim.

8.7 Physical examinations required by the District after employment shall be paid for by the District.

8.8 Upon reaching age sixty-five (65), a retiree may elect to participate in the District's benefit plans by reimbursing the District for the appropriate premiums due. So long as it is required by CVT, a retiree and/or their spouse, registered domestic partner, and eligible dependents shall not be eligible for coverage after turning 65 unless the District is provided documentation of Medicare coverage parts A & B for the individual by the first (1st) day of the month prior to the date on which the individual attains 65 years of age.

8.9 The benefits provided in this Article shall remain in effect until the renewal date of each of the coverages provided in this Article. Should a unit member's employment with the District terminate in the middle of the year or at the end of the year, benefits shall continue for 30 days after separation of employment, regardless of the reason for severance. After 30 days, the former unit member may continue benefits at their own expense through the COBRA program.

8.10 Unit members shall have the use of a District Class C vehicle for District-related business. In the event that a District Class C vehicle is not available for use, unit members shall be reimbursed the maximum non-taxable rate allowed by the IRS for use of their personal vehicle. In the event that a District Class C vehicle is available and the unit member chooses to use their personal vehicle, the unit member will be reimbursed the IRS rate allowed for charitable purposes.

8.11 The District shall provide an allowance for meals and other necessary expenses equivalent to that allowed by the Internal Revenue Service. The District shall pay actual lodging cost for unit members, provided such lodging cost has prior approval of the Superintendent. Lodging will be provided at the conference facility when possible.

8.11.1 When traveling with prior approval on District-related business, unit members shall be permitted to use their own credit card(s) to pay for meals, lodging, parking and similar expenses. Such costs shall be reimbursed within thirty (30) days of the unit member's application for reimbursement. Should a unit member prefer not to pay and be reimbursed, the District shall provide alternate means of payment such as providing the unit member with a District credit card for the duration of the travel.

#### 8.12 Reduced Service Option

8.12.1 The District shall provide an option for unit members to reduce their teaching load from full-time to part-time. To be eligible, a unit member must meet the criteria of this section. The District reserves the right to deny granting of this option to any unit member. The District assumes no obligation to continue the option in existence after the end of the term of this Agreement.

To be eligible for this option, the unit member shall:

1. Have been employed full-time in the District in a position requiring certification.

2. Have initiated the request for reduced teaching service.
- 8.12.2 An agreement or contract for the Reduced Service Option shall be executed by the unit member and the District, in writing, prior to service under the option.
1. The deadline for making application shall be April 1 and the deadline for reaching agreement shall be June 1.
  2. At the end of any school year, the agreement or contract may be rescinded by mutual agreement of the District and the unit member. In such case, the unit member shall return to full-time status as of the beginning of the next school year.

8.12.3 The minimum reduced service employment shall be the equivalent of one-half (1/2) of the number of days of service required by the unit member's contract of employment during the most recent year of full-time service to the District.

1. The unit member shall be paid a salary, which is the pro-rated share of the salary the unit member would be earning had the unit member not elected the option.
2. The unit member who is on a part-time contract shall retain all the fringe benefits provided by the District for full-time unit members. The District will pay a pro-rated share of these premiums, which is equivalent to the percentage of time the part-time unit member works. The remaining percentage of any premiums for fringe benefits will be paid by the employee through payroll deduction.

8.13 Early Retirement

The District Early Retirement Program provides that a certificated unit member may retire early and, at the same time, enter into an agreement for post-retirement services with the School District, in accordance with the Education Code.

8.13.1 Unit members shall have reached the age of fifty-five (55) and have served a minimum of fifteen (15) years in the District. Unit members wishing to participate in the Early Retirement Program shall submit a letter of application to the District by March 1 in order to be included in the program for the following fiscal year.

8.13.2 Upon approval of the Board, the following procedures shall be followed:

- a. A written agreement shall be prepared by the District, specifying the service to be provided.
  - b. The written agreement shall be offered to all applicants whose applications have been approved by the Board of Trustees.
  - c. Approved applicants shall return the signed Agreement, together with a letter of resignation, effective June 30. The deadline for completion of this provision shall be fifteen (15) working days from the date the agreement was offered.
- 8.13.3 The District may extend the above mentioned time requirements and notification dates at its discretion.
- 8.13.4 The Agreement for services shall be limited by the following provisions:
- a. The term of the Agreement shall be for a period of five (5) years or to the age of sixty-five (65), whichever comes first.
  - b. The Agreement may be discontinued at any time upon written request of the retiree.
  - c. This agreement shall not exceed the monetary amount allotted by STRS in any one (1) year.
- 8.13.5 The services may include, but are not limited to:
- a. Curriculum writing.
  - b. Planning and conducting in-service sessions.
  - c. Evaluation of instructional materials and textbooks.
  - d. Library or administrative assignment.
  - e. Library services.
  - f. Development of instructional materials.
  - g. Planning and supervision of school-sponsored extra curricular activities.
  - h. Evaluation and categorization of school and District records.
  - i. Assistance in classrooms.
  - j. Substitute teaching.
  - k. Adult Education teacher.
- 8.13.6 A payment of \$6,000 (six thousand dollars) shall be made to a unit member if the unit member notifies

the Superintendent in writing by March 1 of the current teaching year of their retirement. The unit member must have tenure in the District and reach the age of fifty-five (55) years by the time of retirement. This salary improvement shall be credited and paid to the unit member on June 30 of the school year of retirement and shall be prorated for part-time unit members. This payment does not preclude the District from entering into any other agreements or incentives with the Association to encourage bargaining unit members to retire early.

8.14 Deferment of Taxes

The District will provide for the deferment of taxes on the unit member contribution to the State Teachers' Retirement System, pursuant to IRS Regulation 4148.

8.15 Medicare

The District shall allow certificated unit members who are not currently covered by Medicare the option of enrolling in a Medicare program with both employer and unit member contributions.

8.16 125 Plan

The District agrees to implement a 125 Plan, which would allow unit members to set aside tax-free dollars for unpaid medical expenses, childcare and other allowable insurance premiums.

8.17 Flu Shots

The District agrees to pay for the cost of flu shots for unit members.

8.18

Any unit member taking an overnight trip with students shall be paid a stipend of \$50 per night as compensation for work performed outside of contract hours or paid stipends.

Article 9 - VACANCIES, TRANSFERS, REASSIGNMENTS

9.1 Transfers/Reassignments/Vacancies

- 9.1.1 A "transfer" is the movement of a unit member from one work location to another work location, or from one program to another program. The transfer may include a change in grade, program or subject area as long as the move involves changing work sites.
- 9.1.2 A "reassignment" is the movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from one configuration to another such as team teacher, restructuring, or other reconfiguration within the same school site.
- 9.1.3 A "vacancy" is any bargaining unit position that does not have a unit member assigned to it. This includes any vacated, promotional, or newly created position, including positions created by reconfiguration or restructuring.
- 9.1.4 A unit member may submit a request for transfer to the District at any time, whether or not a vacancy exists. A unit member may also submit a request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this article.
- 9.1.5 If two (2) or more qualified unit members apply for a vacancy the unit member with the greatest seniority shall receive the transfer subject to the provision of Section 9.3.5.
- 9.1.6 A transfer request shall not be denied arbitrarily, capriciously, or without basis in fact.
- 9.1.7 When the District has determined that a vacancy or new position exists in any teaching position and intends to fill it, then the District shall post such announcement by sending an email notice to all unit members. The emails shall be sent at least five (5) days prior to the announcement of any vacancy or new position to the public.
- 9.1.8 Such notice shall remain posted to existing unit members for not less than ten (10) calendar days, during which the position may be filled on a temporary basis only.
- 9.1.9 During the summer recess, a unit member may file their interest to be considered for specific positions that may be posted during the summer and should such postings be made, the unit member will automatically be considered for that position.
- 9.1.10 All applicants shall be notified in writing of their selection or rejection for the position and those rejected shall be given the reasons for same.

9.1.11 All qualified unit members who respond to a notice of vacancy shall be granted an interview for the position. Preference will be given to present District unit members in the filling of new positions or vacancies. It shall be the policy of the District, whenever at all possible, to transfer existing unit members into vacancies to which they have applied, prior to contemplating hiring any new personnel.

9.1.12 Seniority shall be established in accordance with law.

9.1.13 Unit members who wish to transfer will be given first consideration for any vacancy for which they apply and for which they are qualified, except where transfer would result in major staffing problems within the District, as determined by the Superintendent.

The District shall not hire new personnel who lack the appropriate qualifications for a position when there is an existing unit member without the appropriate qualifications who has applied to the vacancy and has agreed to pursue the necessary qualifications.

9.1.14 Extra-Duty Vacancies

The District agrees to internally post in teacher lounges and mailbox areas at all schools all notices of vacancies for extra-duty positions for a period of ten (10) days prior to filling the position. Notices shall also be sent via email to all unit members and via inter-district mail to the Association's President and Lead Negotiator. During this time of internal posting, the District shall not post extra-duty positions to classified staff or to external venues including but not limited to Edjoin, newspapers, or similar.

All extra duty positions shall be filled by the District on a fair and equitable basis. As required by the California Education Code and 7.2 of this Agreement, extra-duty vacancies shall be filled by qualified unit members, unless insufficient qualified volunteers are available to perform such duties.

9.1.15 By June 1 of each school year, unit members shall be notified in writing of their tentative teaching assignments and work location for the coming school year. If the tentative teaching assignments or work location are changed during the summer, the unit member shall be notified by mail, and the District shall provide the unit member being transferred or reassigned with assistance in moving teaching materials to the new assignment. In addition, the site principal, in consultation with

the affected teacher, shall decide to provide the unit member with either three (3) days of additional paid time to prepare for the changed assignment, or three (3) days of release time after the new school year begins.

## 9.2 Involuntary Transfer/Reassignment

- 9.2.1 Involuntary transfer/reassignment shall be made for one or more of the following reasons only:
- a. A decrease in the number of pupils, which requires a decrease in the number of unit members pursuant to other contract articles,
  - b. Elimination of a program(s),
  - c. Elimination of funding,
  - d. Closing of a school, or
  - e. In the best interest of the educational program. (See Section 9.3.5)
- 9.2.2 If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, The District shall seek volunteers prior to making any involuntary transfer/reassignment. If an involuntary transfer/reassignment becomes necessary, the unit member with the least seniority and the appropriate credential shall be transferred or reassigned.
- 9.2.3 Unit members returning from leave shall be afforded all rights provided under this Article.
- 9.2.4 Unit members who are transferred/reassigned during the school year shall be provided at least fifteen (15) school days notice before the actual transfer takes place and given three (3) school days released time, with pay, to prepare for the new assignment and complete the old. If the transfer/reassignment occurs before the start of the contract year, the affected unit member shall receive two days of pay at their regular rate of pay.
- 9.2.5 Unit members shall not be transferred/reassigned arbitrarily, capriciously or without basis in fact. Any involuntary transfer/reassignment will trigger a review of the Superintendent's recommendation, as specified in 9.3.5.
- 9.2.6 Unit members shall be notified as early as possible regarding the proposed transfer/reassignment and the reasons therefore.
- 9.2.7 A conference will be held between the Superintendent and the unit member considered for

transfer/reassignment prior to the written notice of transfer/reassignment being delivered to the unit member, in person or by certified mail.

### 9.3 Seniority

- 9.3.1 "Seniority" is defined as the unit member's initial date of service in the District.
- 9.3.2 If there are common seniority dates, and a transfer needs to occur, transfers shall be based on inverse seniority according to the criteria rating in section 22.1.2, 22.1.3 and 22.2.1.
- 9.3.3 A unit member on an approved leave of absence other than to a non-bargaining unit position within the District shall continue to earn seniority while on leave.
- 9.3.4 A unit member's seniority shall accrue during layoff.
- 9.3.5 Seniority shall be the determining factor in granting all transfers, assignments and reassignments. However if the Superintendent recommends a transfer/reassignment, which is not based on seniority but is, in the opinion of the Superintendent, in the best interest of the educational program the unit member recommended for the transfer/reassignment shall receive a review of the recommendation.

In this case, the Superintendent shall convene a committee of three (3) persons. Committee members shall be the unit member's current supervisor, a unit member appointed by the Association, and a unit member appointed by the Superintendent. The committee shall review the proposed transfer, meet with the Superintendent and the unit member recommended for transfer. The committee shall then either support the Superintendent's recommendation or develop an alternate recommendation, which shall be presented to the Governing Board. The Governing Board shall then make a decision regarding the transfer/reassignment. This article is subject to the grievance article; however, a grievance may only be filed following a decision of the review committee.

All committee meetings are confidential. The committee shall not have access to confidential information, personnel files, evaluation, or other related documentation, unless the unit member under discussion has signed a waiver to release confidential information.

Article 10 - HOURS

10.1 The work day for full-time unit members shall be 7.5 hours long and shall be defined as starting one-half hour before student attendance hours. The full-time work day shall include breaks in accordance with State labor law, as well as a prep period and lunch period subject to provisions in 10.2. Unit members may leave campus at the end of the work day unless they have non-instructional duties that require their presence on campus. Such duties are limited to:

- a. scheduled IEPs;
- b. properly noticed staff meetings;
- c. scheduled parent-teacher conferences;
- d. scheduled yard/bus supervision duties; and
- e. other items subject to negotiations.

Other duties that constitute part of the normal work day may include but are not limited to:

- a. preparation of lessons;
- b. collaborative meetings for instructional improvement and design;
- c. any aspect of District-approved professional staff development;
- d. participating in District, county or other teams that support instructional effectiveness;
- e. participating in professional staff meetings at school sites in accordance with contract language;
- f. completing student assessments, benchmarks, grading that relate to individual student performance;
- g. unit member collaboration with other related staff, peers and parents;
- h. participating in articulation meetings with others from the District;
- i. conferring with parents and guardians;
- j. participating in school-related activities that foster community development within the school setting; and
- k. other activities approved by the site administrator.

On minimum days, unit members will notify the office as a courtesy when they leave campus. Part-time unit members must be on campus one-half hour prior to the beginning of

their instructional assignment.

- 10.2 The work day for full-time unit members shall include a minimum forty-five (45) minute student-free preparation period during the work day and a minimum forty-five (45) minute duty-free lunch. No aide(s) shall be scheduled to work in the classroom of a unit member during a preparation period. If it is not possible to create a forty-five (45) minute prep, the District shall pay the unit member's regular hourly wage for the time difference between the unit member's prep period and the amount of time that the majority of certificated staff has as a prep period.
- 10.3 The school principals shall provide a calendar of scheduled faculty meetings at the beginning of each semester. This calendar does not restrict the principals to only those dates, should the need arise for special staff meetings called at shorter notice. Scheduled faculty meetings shall begin no later than 3:15 p.m. and per 10.4 shall last no longer than one (1) hour.
- 10.4 With respect to faculty meetings, the administrator who calls such meetings shall, except in emergency situations, provide to all unit members via electronic mail an agenda for the meeting at least one school day before such meeting is held and shall also permit unit members to place items on the agenda. Items placed on the agenda by administration shall specifically identify the issues or topics to be discussed. Meetings shall be limited to one hour. Faculty meetings shall generally be site-based, with Lone Pine High School and Lo-Inyo Elementary School holding separate meetings for their respective unit members.

To ensure that there is sufficient time to deal with matters of concern to unit members, the final half-hour of each non-emergency staff meeting will be devoted to matters brought up by unit members. Matters unit members bring up may include, but are not limited to, items officially placed on the agenda by unit members. Fewer than 30 minutes may be devoted to these matters as long as all unit members present at the meeting agree that all member-generated items have been covered as fully as is practicable during the meeting in question.

- 10.5 In addition to the above minimum time, unit members will be responsible for other non-instructional duties as may be required by the District; however, these duties shall be distributed on a fair, equally shared basis by the school site and in all cases unit members will be asked to volunteer for duties before assignments are made.
- 10.6 Prep time is professional time to prepare for teaching, communicating with parents, collaboration, etc. Should a unit member need to leave campus during prep time, they must inform the site administrator/designee.
- 10.7 Unit members who volunteer to substitute or to assume other duties including but not limited to bargaining, supervising field trips or groups of students on-site, and attending IEP meetings during their preparation period will be paid at their regular rate of pay per hour for such work but may earn comp time instead. The hourly pay shall be calculated based upon the time worked rounded up to the nearest quarter hour.
- 10.8 Unit members may elect to take the two (2) school days which are designated as staff preparation days (see school calendar, Appendix D), as compensatory time or be paid at their regular rate of pay per hour. These days may be taken at any time during the school year, except full day staff development days, provided the District is able to procure a substitute. Compensatory time may not be accumulated from year to year. Unit members who complete mandatory trainings required by the District, state government, or federal government (currently provided via Get Safety Trained) shall be compensated at their regular hourly rate for their time spent on such trainings, up to a maximum of 4.75 hours. Should additional mandatory trainings be required by the District beyond the ones required during the 2022-2023 school year, the 4.75 hours will be adjusted to also include the additional time needed to complete the additional trainings. Should a unit member not complete all the required trainings by the deadline specified below, then this offer of compensation shall be nullified for that unit member. The deadline is September 1 for returning unit members. All new unit members hired after September 1 will have 30 days to complete the training to be eligible for the above-mentioned compensation.

10.9 The District and the Association may mutually agree to include other activities as eligible for a stipend.

10.10 Unit members shall not be required to remain at school later than 8:30 p.m. for back-to-school nights or parent-teacher conferences.

10.11 Saturday school duty shall be performed by unit members on a volunteer basis. Unit members who teach Saturday school shall be compensated at their regular hourly rate of pay for such work. If insufficient volunteers are available, the District reserves the right to utilize non-bargaining unit personnel to perform such duty.

10.12 Each program level and/or school site will determine schedule and format, but not necessarily a unit member's class assignment, for the following year by consensus of staff and administration involved. "Consensus" shall be understood to mean determining a schedule and format that is acceptable enough that all staff and administration involved can support it, with no individual opposing it.

The next year's schedule and format for each program level and/or school site shall be determined by the last day of the certificated contract for the current year. If agreement is not reached by this time then the current schedule format will remain in effect for the following year.

The master schedule for each school site shall be created in an entirely transparent manner with full participation by unit members at all stages of the process.

10.13 Unit members who mutually agree with the District to accept an assignment which includes one more teaching period beyond a typical full-time assignment (which includes the prep period) shall receive an additional one-sixth of their salary if they teach a seven-period day or an additional one-fifth of their salary if they teach a six-period day. Additional teaching assignments are not eligible to earn comp time in lieu of pay.

A unit member who is entitled to an additional prep period per the Extra-Duty Stipend List (for example, High

School Athletic Director), but who mutually agrees with the District to teach a regular class instead of having the additional prep period, shall be paid an additional one-fifth of their salary as compensation for giving up the additional prep period. However, if the unit member's site is on a seven period day, the compensation shall be an additional one-sixth of salary instead.

If a unit member mutually agrees with the District to teach a regular class during both their regular prep period and during an additional prep period to which they are entitled, that unit member shall receive an additional one-fifth of their salary for each of the prep periods being given up. However, if the unit member's site is on a seven period day, the compensation shall be an additional one-sixth of salary for each prep period being given up.

10.14 Unit members who absorb additional students due to the inability to secure a substitute shall be paid a stipend of \$25 per hour for every group of five (5) students, such as 1-5 students, 6-10 students, etc. Partial days shall be pro-rated. The assignment of such students shall be at the District's discretion.

10.15 When a unit member has three (3) or more students simultaneously out on Independent Study, the unit member shall be compensated at their regular hourly rate for time spent related to administering Independent Study to such students, including lesson planning, distributing/providing work, grading work, etc.

10.16 In order to minimize learning loss incurred by the use of reading group time to administer one-to-one assessments (two weeks of reading group time per grading period are currently being consumed): In grades TK-3, each unit member shall be provided with two (2) school days of release time per grading period for the purposes of administering on-site one-on-one math and ELA assessments to students.

10.17 Unit members who inform site administration at least five weekdays ahead of time may work one or more of the Preparation Days on alternate date(s) that

are non-student days.

- 10.18 Any unit member fulfilling Extra-Duty position(s) shall be granted School Business leave to allow for participation on any trips for the program(s).
- 10.19 Unit members who are absent on a minimum day for reasons related to personal business, personal necessity, or illness shall have deducted from their leave balance only the amount of time matching the minimum day.

Article 11 - LEAVES

A. Definitions

1. A "working day" or "day" as used in this article is any day for which the member is contracted.

11.1 Personal Illness and Injury Leave

11.1.1 The District shall provide all unit members eleven (11) working days per school year, and a twelfth (12) working day for summer school unit members teaching 100 hours or more. This leave will be accumulated without limit, for unit members absent because of accident, illness, or quarantine.

11.1.2 At the beginning of each school year every unit member shall receive a sick leave allotment credit, equal to their sick leave entitlement for the school year. The District shall notify each unit member in writing of their entitlement in September of each year. A unit member may use their credited sick leave at any time during the school year as needed.

11.1.3 Unit members who work less than full-time shall be entitled to a pro-rated portion of the applicable days set forth in 11.1.1 above.

11.1.4 When a unit member is entitled to difference pay, the amount deducted for leave purposes from the salary due to unit members for any month in which the absence occurs shall not exceed either of the following, and shall be the lesser of the following:

a) the sum which is actually paid a substitute employee employed to fill the position during the absence, or if no substitute is employed, the amount which would have been paid to the substitute if one had been employed.

b) 50% of the unit member's regular daily rate for each day during which a substitute employee was employed to fill the position during the absence.

The District shall make every reasonable effort to reserve the services of a substitute.

11.1.5 The District may require a physician's verification of illness if a unit member has been on sick leave for five (5) or more consecutive days.

11.1.6 Whenever possible, a unit member must enter an absence into the District-adopted electronic system as soon as the need to be absent is known, but in no event less than one (1) hour prior to the start of the workday when the unit member needs to be absent from work for an entire day. Failure to provide adequate notice may be grounds for denial of leave with pay or other disciplinary action. It shall be assumed that the unit member will return to work the following day unless the person in charge of hiring substitutes is notified.

11.1.7 A unit member who is absent due to personal injury or illness, or personal necessity as set forth in 11.2, shall have deducted from their accumulated leave the amount of time absent rounded to the nearest one-quarter hour.

11.2 Personal Necessity Leave

11.2.1 Leave which is credited under 11.1 of this Article may be used at the unit member's election, for purposes of personal necessity; provided that use of such personal necessity leave does not exceed eleven (11) days in any school year. These personal necessity leave days are chargeable to the personal illness and injury leave allotted in Article 11.1.1. For personal necessity leave longer than five consecutive school days, the member must submit a request to the site in advance of the first scheduled leave day.

11.3 Personal Business Leave

Unit members shall be granted three (3) days of personal business leave per school year for the purpose of conducting personal business which could not be conducted on non-work days or outside the regular school day. This

leave is not cumulative. The unit member may use this leave without the statement of a reason, however, the unit member must provide sufficient advance notice in order for the District to obtain a substitute. Teachers may not use less than one-half (1/2) of a work day when personal business leave is requested.

#### 11.4 Bereavement Leave

11.4.1 A unit member shall be entitled to a maximum of five (5) days leave without loss of salary on account of the death of any member of their immediate family.

11.4.2 For purposes of this provision an immediate family member shall be limited to mother, father, aunt, uncle, sister, brother, cousin, grandmother, grandfather or a grandchild of the unit member or of the spouse/significant other, and the spouse/significant other, son, son-in-law, daughter, daughter-in-law, foster parent or foster child of the unit member or any relative living in the immediate household of the unit member. The Superintendent, at their discretion, may also grant unit member(s) Bereavement Leave on account of the death of other individuals not specifically listed here.

11.4.3 A unit member shall be entitled to Bereavement Leave as set forth in 11.4.1 on account of a pregnancy loss.

#### 11.5 Leave for Disabilities Associated with Pregnancy

11.5.1 Unit members are entitled to use sick leave as set forth in this Article for disabilities related to pregnancy, miscarriage, or childbirth and recovery therefrom. The length of such disability leave, including the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician, or by current state/federal law (whichever is longer).

11.5.2 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 commences.

11.6 Family Care Leave

The Governing Board shall grant family care and medical leave to eligible unit members in accordance with current state and federal law. Unit members taking this leave shall be reinstated in the same or a comparable position upon returning from family care leave, except as allowed by law.

11.7 Industrial Accident Leave

11.7.1 Unit members who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) working days paid leave in any one fiscal year. This leave shall not be accumulated from year to year. Industrial Accident or Illness leave will commence on the first day of absence and shall be charged by one day for each day of authorized absence regardless of a temporary disability indemnity award.

11.7.2 A unit member who has sustained a job-related injury or illness shall report such injury or illness to their immediate supervisor no later than the next scheduled work day following the occurrence of the injury or the onset of the illness or within the twenty-four (24) hours of such knowledge.

11.7.3 Payment for wages lost on any day shall not, when added to an award granted under the Worker's Compensation laws of this state, exceed the unit member's full salary for the month. Industrial Accident and Illness leave shall be reduced by one day for each day of authorized absence regardless of a compensation award made under the Worker's Compensation. When an industrial accident or illness leave occurs at a time where the leave will overlap into the next fiscal year, the unit member shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the industrial injury or illness occurred.

11.7.4 During any industrial paid leave of absence, the unit member shall endorse to the District

the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of salary less normal deductions.

11.7.5 Industrial Accident or Illness leave is to be used in lieu of normal sick leave benefits. When entitlement to Industrial Accident or Illness leave under this section has been exhausted, entitlement to other sick leave will be used. If, however, the unit member continues to receive temporary disability indemnity under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, the unit member may elect to take as much of the unit member's accumulated and available sick leave which, when added to the Worker's Compensation award, results in a payment of not more than the unit member's regular salary. A unit member requesting Industrial Accident and Illness leave benefits may be required to comply with the medical verification and reporting provisions of the Sick Leave Section of this Article.

11.7.6 Upon complying with District medical release requirements and receiving District authorization to return to work, a unit member on Industrial Accident or Illness leave shall be reinstated in a position in the same class without loss of status or benefits provided this position still exists.

## 11.8 Judicial Leave

Unit members shall be entitled to leave without loss of pay to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror. Any compensation (other than for mileage, meals, or lodging) received for appearance as a witness or for serving as a juror shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purpose shall not be in excess of, or less than, their regular pay. Persons requesting leave under this policy shall submit to the Superintendent a copy of the subpoena or summons requiring their appearance if requested. The District shall pay the regular salary to unit members called to serve as a jurist or subpoenaed to appear before legal

and arbitration panels as witnesses. Leave granted under this provision does not include service on a Grand Jury.

11.9 Parental Leave

In addition to family care and medical leave granted in accordance with state and/or federal law, unit members shall also be provided with eight (8) weeks of fully paid parental leave whenever a new child is added to their immediate family. "New child" shall include births, adoptions, and foster children. This eight (8) week leave shall not cause any reduction in a unit member's sick leave allowance and shall not result in differential or difference pay. Funding for Parental Leave shall come from Fund 17 (currently \$183,000) and other monies as designated by the Board, less any Fund 17 amounts earmarked for Sabbatical leave. As of September 2023, the Sabbatical leave earmark stands at approximately \$100,000. Fund 17 monies designated for Parental or Sabbatical Leave shall not be used for any other purpose. Monies designated for paid parental leave will be disbursed on a first come first serve basis. Parental leave will remain available without pay after exhaustion of designated funding.

The President and Lead Negotiator of SITA shall be notified via email each time any monies are disbursed from Fund 17. Such notice shall be sent during the month in which such disbursement(s) are made. All such notices shall include both the amount of the disbursement and the current total balance in Fund 17.

After the eight (8) weeks, eligible unit members will be provided with twelve (12) additional workweeks in accordance with Education Code §44977.5. Parental Leave under Education Code §44977.5 will run concurrently with parental leave taken under the California Family Rights Act (section 12945.2 of the Government Code). Eligible bargaining unit members will receive no less than 50% of their regular salary for up to 12 workweeks of Parental Leave taken in accordance with Education Code §44977.5.

11.10 Legislative Leave

Members of the bargaining unit who are selected to the legislature of the State of California shall be entitled to an unpaid leave of absence for the length of the term of office plus a maximum of an additional six (6) months. The unit member shall be entitled to return to the District at the conclusion of the leave at the salary to which the unit member would have been entitled had the leave not occurred. The unit member on such leave shall notify the District of the intended return date at least one (1) semester prior to return.

11.11 Sabbatical Leave

11.11.1 Sabbatical leave shall count as a regular period of service and shall not interrupt the unit member's years of service.

- 11.11.2 The Board may grant any unit member a leave of absence for not exceeding one (1) year for the purpose of permitting study or travel by the unit member which will benefit the school and pupils of the District, provided that the unit member has permanent status and has been a unit member of the District for at least five (5) consecutive years preceding the beginning of the leave.
- 11.11.3 Formal Study: Applicants for Sabbatical Leave under this section shall agree to undertake a minimum of at least sixteen (16) semester hours undergraduate or twelve (12) semester hours of graduate work, or the equivalent thereof.
- 11.11.4 Independent Study: An independent study leave is one during which the employee pursues a program of study, research and/or experience.
- 11.11.5 Fellowship or Scholarship: Application for Sabbatical leave under this section shall fulfill the terms of the fellowship or grant.
- 11.11.6 Requirements and Procedures:
1. The granting of such leave shall be governed by the following:
    - (a) relative merit of reasons for desiring the leave;
    - (b) reasonable distribution of applicants by schools;
    - (c) seniority.
  2. Applications for Sabbatical leave must be filed with the District Office by April 15 for the following school year or fall semester, or by November if for the spring semester only. The Superintendent shall give notice to the applicant whether the request is granted or rejected within forty-five (45) days after the due date for filing the application.
  3. The Sabbatical leave once granted may not be terminated before the date of expiration, except as otherwise provided

herein or as otherwise agreed upon by the employee and employer.

11.11.7 Rate of Compensation

1. The unit member who has been granted Sabbatical leave and who has complied with the provisions under which such leave will be granted will receive sixty-seven and one half percent (67.5%) of their regular salary for the period of time for which the Sabbatical leave was granted. Otherwise there shall be no reduction in fringe benefits during the term of the unit member's Sabbatical leave.
2. A unit member who is on Sabbatical leave shall be paid on the same schedule as other certificated employees.
3. Accident or Illness: Interruption of the program of study or travel caused by serious accident or illness during a Sabbatical leave shall not affect the amount of compensation to be paid by the employee under the terms of the Sabbatical leave. However, the Superintendent must be notified by registered mail within ten (10) days after the occurrence of the accident or illness, and a doctor's statement verifying the accident or illness must be submitted.
4. Sabbatical leave shall count toward retirement, and the retirement and annuity contributions of the employee shall be collected.
5. At the expiration of a Sabbatical leave, the unit member shall, if possible, be reinstated, unless they agree otherwise, in the position they held at the time the leave was granted.

11.12 Study Leave

The Board may grant a unit member an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be a minimum of one (1) semester and a maximum of one (1) school year. A unit member shall apply to the District for such a leave no later than nine

(9) weeks before its anticipated commencement. A unit member on Study Leave shall be entitled to all fringe benefits accorded other unit members including but not limited to health and welfare benefits.

11.13 Other Leaves

The Board at its discretion may consider requests for paid and/or unpaid leave for purposes not set forth in this Article. If such leave is granted on a paid basis, the unit member shall continue participating in District health and welfare benefits at District expense, and the District will continue its regular retirement contributions (CalSTRS) for that unit member. If such leave is granted, on an unpaid basis, the unit member may continue participating in the District health and welfare fringe benefit program by remitting to the District the appropriate premiums as due. Unit members granted such a leave for a period of a semester or more shall inform the District of their intent to return to service ninety (90) days prior to the date set for their return by the Board.

11.14 Miscellaneous

11.14.1 Any unit member on approved unpaid leave status pursuant to this article shall be allowed to participate in the District health and welfare fringe benefit program by remitting to the District the appropriate premiums as due.

11.14.2 Any unit member returning from either a paid or unpaid leave of five (5) working days or more shall notify the District at least twenty-four (24) days in advance (excluding Saturdays, Sundays, or holidays) as a condition precedent to their return to work.

11.15 Catastrophic Leave Bank

11.15.1 General: Eligible unit members who suffer a catastrophic illness or event which causes extended leave of absence shall receive benefits pursuant to this provision. Catastrophic illness shall be defined as per Education Code Section 44043.5.

11.15.2 Eligibility: The use of the Catastrophic Leave

Bank shall only be available to those unit members who have made a donation to the Bank. Unit members who suffer a catastrophic illness or event which results in the unit member using all available paid leave, shall become eligible to use this Catastrophic Leave Bank, subject to the restrictions and conditions outlined in this provision.

- 11.15.3 Donations to the Bank: The District Shall establish a Catastrophic Leave Bank to which all unit members may donate earned and unused sick leave days. This donation shall be irrevocable, and shall be accomplished by the employee filing a "Catastrophic Leave Bank Donation Form". Days shall be contributed to the bank and withdrawn from the bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
- 11.15.4 Limit on Number of Days:
- a. Unit members must have at least one (1) year of service from date of hire and have at least ten (10) days of sick leave accrued remaining after donating to the Leave Bank. Eligible unit members may donate to a maximum of five (5) days per year. Employees must contribute a minimum of one (1) day per year to maintain eligibility.
  - b. Days in the Catastrophic Leave Bank shall accumulate from year to year.
  - c. If the number of days in the bank at the beginning of a school year exceeds 50 days, no contribution shall be required of bank members. Those unit members joining the Catastrophic Leave Bank for the first time and those returning from leave shall be required to contribute one day to the bank.
- 11.15.5 Exclusions: Pending and/or approved workers compensation claims and related illness leaves shall normally be excluded from the benefits of this provision.
- 11.15.6 Donation/Timeline: Contributions for the Catastrophic Leave Bank shall be donated by December 1st of each year.

11.15.7 Catastrophic Leave Bank Review Committee: The Committee shall consist of the Superintendent, two (2) appointees of the Association and the Fiscal Services Officer. Approval of any request shall require a majority vote of the committee members.

The decision of the committee shall be final and binding and not subject to the grievance procedure of this agreement.

11.15.8 Request for Withdrawal: All unit members wishing to use this Catastrophic Leave Bank shall submit a "Catastrophic Leave Bank Request for Withdrawal Form". This form shall be submitted to the District Office. The request shall state the maximum number of days being requested by the unit member.

11.15.9 Insufficient Days to Grant Request: If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.

11.15.10 Maximum Number of Days Used: The maximum number of days allowed to be utilized by one employee for a single catastrophic event or illness shall not exceed fifty (50) days or fifty percent (50%) of the total available bank, whichever is less.

11.15.11 Approved and unused days returned to Catastrophic Leave Bank: Any days approved by the Committee that are unused by the employee shall be returned to the Catastrophic Leave Bank.

11.15.12 Part-Time Unit Members: Donations to the Leave Bank, as well as days of utilization for part-time unit members, shall be credited on a pro-rata basis. The number of days to qualify for eligibility to the bank shall also be pro-rated for part-time unit members.

11.15.13 Pay for Days Granted From the Bank: If a unit member uses a day from the Catastrophic Leave Bank,

pay for that day shall be the same pay the unit member would have received had the employee worked that day.

- 11.15.14 Pay Status: Unit members who are granted use of Catastrophic Leave Bank Days shall be considered in regular paid status during such use.
- 11.15.15 Coordination with Difference Pay: Leave granted under this provision shall be coordinated with difference pay to create a full day of wages. When the unit member's fully paid sick leave has been exhausted, one-half day shall be withdrawn from the bank for each day of difference pay being supplemented by the Bank.
- 11.15.16 Cancellation of Membership: An individual's membership in the Catastrophic Leave Bank will be automatically cancelled when that member fails to make a required contribution. A bank member may also elect to cancel their membership in the bank at any time by providing written notice to the District. Cancellation by either of these two methods is irrevocable and forfeits the member's right to use days from the bank. However, such members may again become participants in the Catastrophic Leave Bank in subsequent school years by following the required procedures as outlined in this Article.
- 11.15.17 Termination of the Bank: If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the current members of the bank in a manner which is proportionate to the number of days each member has donated to the bank.

Article 12 - EVALUATION PROCEDURES

- 12.1 The unit member's evaluator shall be their immediate supervisor, unless otherwise specified by the District. The District shall notify the unit member of the identity of their evaluator, if it is different from their immediate supervisor, by October 1st of each school year. The immediate supervisor is the administrator under whose direction the unit member works the majority of the school day.
- 12.2 A school year is to be defined as a period from July 1 to June 30.
- 12.3 All unit members are required to have their performance standards conference with their immediate supervisor no later than November 1 of each school year (Appendix C).
- 12.4 The unit member and the evaluator will agree upon a specific goal that addresses a sub goal from one of the 6 teaching standards by which the unit member's professional growth will be assessed. The assessment will be based upon progress made, not necessarily achievement of the goal. If agreement cannot be reached on a single goal relating to a teaching standard, the evaluator and unit member will each choose a goal. Both goals will then be the basis for the assessment of the unit member's professional growth.
- 12.5 If during the course of the evaluation period circumstances change which may require modification of the original goal, the unit member may, on one occasion in each school year, request a conference with their immediate supervisor to review the goal. The determination of the new evaluation elements, if any, shall be derived in the same manner as the goal.
- 12.6 The unit member shall receive an evaluation related to:
- a. The progress of students toward the standards established pursuant to Education Code Section 44662(a) and, if applicable, the state adopted academic content standards as measured by state adopted criterion-referenced assessments.

- b. The instructional techniques and strategies used by the unit member.
- c. The performance of those non-instructional duties and responsibilities, including supervisory and advisory duties, as prescribed by the Board.
- d. The establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibility.
- e. The unit member's adherence to curricular objectives.
- f. Progress toward a professional growth goal selected from the California Standards for the Teaching Profession.

12.7 All probationary unit members shall be formally observed at least twice each school year, once by October 31 and a second time by February 15. When a permanent unit member is to be evaluated, the required formal observation shall take place by November 30.

12.8 All permanent unit members shall be formally evaluated in writing at least once every two years. However, unit members who have been employed at least ten (10) years with the District, and are highly qualified, as defined in 20 U.C.S. Sec. 7801(ESEA), and whose previous evaluations met or exceeded standards, may be evaluated every five (5) years if the unit member and the evaluator consent to this schedule in writing. Either party may withdraw consent at any time in writing. Should the evaluator withdraw consent, notice and identifiable cause shall be provided to the unit member in a timely manner. Identifiable cause must be related to the individual performance of the unit member with respect to the California Standards for the Teaching Profession, and may not consist of schoolwide data or concerns over administrative changes. The final summary evaluation report shall be presented to the unit member not less than thirty (30) calendar days before the close of the school year.

- 12.9 The evaluation of a permanent unit member shall consist of at least one (1) observation lasting not less than fifty (50) minutes. The evaluation of a probationary unit member shall consist of at least two (2) observations lasting not less than fifty (50) minutes each. The evaluator shall use the "Collaborative Classroom Observation Form" in Appendix C of this Agreement to complete all observations. At least two (2) school days prior to any observation, there shall be a pre-observation meeting between the evaluator and the unit member to be observed. At this meeting, the time and place of the upcoming observation shall be finalized. Each formal written evaluation provided to a unit member shall use the "Summary Certificated Performance Evaluation" form in Appendix C of this Agreement.
- 12.10 In the case of both permanent and probationary unit members, the District reserves the right to make observations and evaluations in addition to the required minimums in 12.7 and 12.8 above.
- 12.11 All observations and evaluations shall be reduced to writing and a post-observation or post-evaluation conference held within fifteen (15) working days of the observation or evaluation. At this time, a copy of the observation or evaluation shall be given to the unit member. The unit member shall have the right to make a written response to the observation or evaluation and have such response become a permanent attachment to their personnel file. The response must be received by the District Office no later than seven (7) working days after the post-observation or post-evaluation conference.
- 12.12 If the evaluation of a unit member indicates a need for directed assistance, the unit member shall participate in the Reflecting Coaching Program as outlined in Article 23 of this Agreement.
1. Except for a unit member who is referred for participation in the Reflective Coaching Program, the evaluator shall meet with the employee and make specific recommendations as to areas of improvement in the employee's performance and endeavor to

assist in the improvement of such performance should the evaluation indicate such a need.

a. The unit member shall, after the meeting with the evaluator, develop a proposal, which is designed to alleviate any unsatisfactory performance.

b. The District will provide the employee with tuition, mileage, and room and board if education out-of-town is required.

c. The evaluator may provide, or the unit member may request, further continued periodic observations, conferences, and/or evaluations. The employee may request that other administrators provide subsequent evaluations.

d. If, in the opinion of the evaluator, subsequent unit member performance improves significantly in the area of identified deficiencies, a notification to that effect shall be attached to the evaluation.

2. With regard to a unit member who has been referred for Reflective Coaching, the evaluator's obligation is to meet with the unit member and the Reflective Coach, to review the evaluator's recommendations as to areas of improvement in the teacher's performance.

a. The evaluator shall conduct an evaluation of the performance of the unit member that is independent of the activities of the Reflective Coach.

b. As provided by Education Code Section 44500(b)(4), a cooperative relationship between the Reflective Coach and the principal with respect to the process of peer assistance and review is expected and strongly encouraged.

12.13 A unit member shall participate in the evaluation and/or observation of other employees under their direct supervision. A participant in the Reflective Coaching

Program shall not be regarded as being under the direct supervision of their Reflective Coach.

- 12.14 Upon written permission by a unit member, an Association representative may review a unit member's file or accompany a unit member in their review of the file.
- 12.15 The official files shall reside in the District Office, under the control of the Superintendent or designee. All materials utilized in the evaluation of the unit member must be located in those files.
- 12.16 All observation of the work of the unit member shall be conducted openly and with the full knowledge of the member. If, during an informal classroom visit, the administrator/evaluator notes any areas of concern, the administrator/evaluator will notify the unit member in writing and in a timely manner.
- 12.17 The District shall keep a log indicating the persons, other than District Office personnel, who have requested to examine a personnel file as well as the dates such requests were made. Such log shall be available for examination by the unit member or their authorized Association representative.
- 12.18 Access to a unit member's personnel file shall be limited to a need to know basis. Authorization must be obtained from the Superintendent or designee. The contents of all files shall be kept in the strictest confidence. Review of personnel files shall be during normal business hours.
- 12.19 The unit member shall be entitled to have a representative of the Association present at any observation or evaluation conference. Similarly, the unit member shall be entitled to have a representative of the Association present at any conference or meeting that could become disciplinary in nature. A unit member may stop a meeting or conference at any point in order to exercise such right. Such meeting or conference shall not resume until the unit member's Association representative is present.

- 12.20 The District retains the right to remove from the files prior to inspection items not subject to review.
- 12.21 The content or substance of the evaluation shall not be subject to the grievance procedure. Any grievance shall be limited to a claim that the evaluation procedures have been violated.
- 12.22 No unit member shall be disciplined, reprimanded, reduced in rank or compensation, suspended, dismissed, deprived of any professional advantages, or given an adverse evaluation of their professional services without reasonable and just cause.
- 12.23 Public Charges

No negative and/or unsatisfactory evaluation shall be predicated upon information or material of a derogatory or critical nature, which has been received by the evaluator from students, parents and/or citizens unless the following procedures have been followed.

- 12.23.1 Any student, parent or citizen complaint about a unit member must be submitted in writing, contain the date of the complaint, and be signed by each complainant. All complaints shall be reported to the unit member by the administrator receiving the complaint within ten (10) work days of receipt, if the complaint may be used against the unit member. A unit member shall have the right, upon request, to see the original written complaint. Any evidence statements taken related to the complaint must likewise be dated and in writing. The unit member shall have the right to see all such documents as well. The unit member may respond in writing to the complaint within five (5) working days. In addition to this response, the unit member may request a meeting with the Superintendent to discuss the complaint.

The Superintendent will review the complaint, the unit member's written response, and the results of the meeting to ascertain if the complaint is factually valid and of a serious enough nature to

warrant possible further action.

If the Superintendent determines the complaint is both valid and serious, and the complaint is not withdrawn by the complainant, the complaint and the unit member's response will be placed in the unit member's personnel file. If the Superintendent determines the complaint is not factually valid and/or is not of a serious nature, it will not be placed in the unit member's personnel file and no further action will be taken. The complaint will be discarded.

- 12.23.2 No complaint about a unit member shall be given any weight or used against a unit member in any way if the essence of the complaint is that the unit member has implemented state law, District policy, District-adopted curriculum, this Agreement, or school site policy as stated in the site's School Handbook or in communications from District or site administration. This shall include enforcement of the site's dress code as well as enforcement of any public health mandate(s) that are in effect at the time of the complaint.

In such cases, the complainants shall be informed by the site administrator and/or Superintendent that the unit member was acting within official policy and that the complaint will not be acted upon. All written versions of the complaint shall then immediately be destroyed and shall not be placed in a unit member's file. However, the site administrator and/or Superintendent shall verbally inform the unit member involved of the complaint within forty-eight (48) hours of the complainants being informed that their complaint was without merit.

- 12.24 See Appendix C for evaluation forms, performance standards conference form, and professional growth options.

- 12.25 In accordance with California Education Code 44944, any complaints (along with any unit member response) included

in a unit member's personnel file will be removed and destroyed when four (4) years have elapsed since the date of the complaint. The District may, at the Superintendent's discretion, elect to remove and destroy complaints in advance of the four-year requirement.

Article 13 - CLASS SIZE

13.1 The Board and the Association agree that maintenance of small classes is in the best interest of the District and is the continuing goal of both parties.

- a. In keeping with this goal, the District agrees to make a good faith effort to implement the Grade Span Adjustment in grades 1, 2, and 3 and/or K, with the goal of reaching a class average equal to the state guidelines for the Grade Span Adjustment or less.
- b. In grades 4-12, class size shall be limited to 31 students in each classroom unless there is mutual consent between the Association and the District to increase that size. Combo classes shall be limited to 26 students. (Combo classes are self-contained classes with more than one grade level of students.)
- c. TK class size will have a maximum student-adult ratio of 10:1 and a maximum classroom enrollment of 24 students or otherwise as required by the Education Code.
- d. Class size rosters in grades TK-12 shall be calculated in a manner that includes all students who are seated in a teacher's classroom, and those students who are simultaneously receiving instruction remotely.
- e. Each unit member responsible for a combo class shall choose from one of the following options:
  - i) One full-time instructional aide who will be assigned to their class for the entire duration of the student instructional day.
  - ii) A monthly stipend of \$1,000. This payment shall be provided for all months during which a teacher was assigned to teach a combo class for any portion of that month.

However, if a unit member chooses option i) and the District is unable to secure sufficient personnel to provide instructional aide services, then the District may elect to provide option ii) instead.

- f. Special Day Class teachers shall have a caseload of

SDC students that is no larger than 10 students. A Resource Specialist Program teacher shall have a caseload of RSP students that is no larger than 20 students. A teacher with a blended RSP /SDC student population shall have a caseload of no larger than 12 students.

Article 14 - SAFETY

- 14.1 The District shall provide safe working conditions for all unit members.
- 14.2 Both parties agree that the responsibility for safe working conditions is that of the board, and the responsibility for the maintenance of safe procedures and practices is that of the unit member.
- 14.3 The District agrees to provide such safety equipment or gear required for the safe completion of an assigned task.
- 14.4 The District acknowledges that per California Education Code 48910, unit members have the right to suspend students from their class(es) for that day and the day following. Such students shall not become the responsibility of another unit member during the suspension but shall become the responsibility of the site administrator or Superintendent, who may choose to supervise them or contact parents to pick them up. In no case will a student under such supervision due to disciplinary reasons be dealt with in a way that would tend to encourage repetition of the behavior that caused the suspension, including but not limited to providing the suspended student with rewards such as sweets, extra recess time, or other special privileges. This provision applies to students in grades TK-12.
- 14.5 Any unit member who observes a condition in the working environment that appears to be unsafe shall immediately advise the site administrator.
- 14.6 If an emergency arises which poses a threat of physical harm to a unit member, it shall be reported immediately to the site administrator.
- 14.7 The District agrees to correct conditions which are found to be unsafe as soon as possible.
- 14.8 Unit members shall immediately report cases of assault, suffered by them in connection with their employment to their principal or other immediate supervisor, who shall

immediately report the incident to the Sheriff. Such notification shall immediately be forwarded to the Superintendent. The Superintendent shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, sheriff, and courts.

- 14.9 Unit members shall not be required to use their personal automobiles for the transportation of students on school-related business, except in cases of emergencies involving student or employee welfare.
- 14.10 Teachers and other certificated staff will not be asked or required to share a hotel or motel room with students. Teachers and other certificated staff will not be required to take overnight trips or chaperone field trips.
- 14.11 All student violence/threats will be handled in accordance with California Education Code 48900 and 48915.
- 14.12 A unit member at their discretion may report an incident to law enforcement if they experience an act of violence against them during the course of their duties. A unit member who has experienced an act of violence perpetrated by a student may request to immediately leave campus for the remainder of the school day. This leave shall be credited to School Business leave.
- 14.13 A unit member may use reasonable and necessary force for self-defense or defense of another person, to quell a disturbance threatening physical injury to others or damage to property, or to obtain possession of weapons or other dangerous objects within the control of a student. When it is appropriate to intervene in an emergency to prevent a pupil from imminent risk of serious physical self-harm or harm of others, a District-trained unit member may use appropriate and reasonable measures consistent with district intervention techniques (e.g. Crisis Prevention Institute (CPI)) to minimize the risk of harm.

- 14.14 Unit members shall not be required to assist students with toileting.
- 14.15 The District shall provide CPR, AED, and First Aid training to all unit members. Training shall take place outside of contract hours. Unit members will be compensated at their hourly rate.
- 14.16 Student(s) whose behavior poses a danger to themselves or others shall be removed from the classroom by administration or other staff appointed to the task. Any unit member present in the classroom in question shall not be asked to perform the removal.
- 14.17 The District will enforce AB 1858 as written in the conducting of all mandatory drills: fire, earthquake, and violent intruder. All unit members will receive annual professional development for all three types of drills. Administration will provide unit members with written procedures for all drills to be conducted during the school year.
- 14.18 Any time any Education Code violation that falls under the Safe Schools Act occurs, site administration shall notify upon lawful release of the information all unit members who have responsibility for the student in question.

Article 15 - CALENDAR

- 15.1 Unit members shall provide instruction for the number of days agreed to in Appendix D. In addition to this, unit members shall be invited to render service for two (2) "Preparation Days" (formally called "Teacher Contract Days" in Appendix D) as per Appendix D or by agreement between the unit member and the District.
- 15.2 The District agrees that the teaching schedule and daily rate of pay shall be based upon 180 days. Because the scheduled work day consists of 7.5 hours, each unit member's hourly rate will be calculated based upon a 7 ½ hour work day.
- 15.3 The District agrees that for the two (2) non-student "Preparation Days" each school year, the unit member shall be compensated at the hourly rate set forth in Appendix A or with compensatory time at the unit members discretion. Compensatory time shall be equivalent to time worked. Compensatory time not used by the last working day in a school year shall be paid at the highest hourly rate established for that unit member during that school year.
- 15.4 The Association agrees that unit members shall work makeup days at the end of the school year, if such emergency or snow days are needed. Such days may also be made up during the school year by mutual agreement. The District agrees to file all required documents to request emergency state attendance waivers in a timely manner.
- 15.5 The Association and District Administration will meet (with the first meeting no later than January 15) to develop a calendar for the following school year. The District and Association have agreed to negotiate the calendar each year without either party using a reopener proposal to negotiate the issue.
- 15.6 Unit members will not be required to submit final student grades more than four (4) times per academic year. Progress reports (up to four for semester system and up to three for trimester) will be given to all students who are at the time performing below grade or subject level standards (e.g., below a C for grades 6-12, or below 80% for grades TK-5).

- 15.7 At least four (4) school days shall elapse between the ending of a grading period and any requirement that unit members submit final grades. Electronic grades shall be due by 11:59 p.m. on the due date following the close of a grading period; paper-based grades shall be due at close of business on the due date.
- 15.8 Beginning with the 2024-25 school year, Appendix D (Calendar) shall be revised to change all mention of "Teacher Contract Days" to "Preparation Days" instead.
- 15.9 Each year, the student attendance calendar shall alternate between a full week off in February, as in the 2024-25 school year, and recognizing Presidents' Day with a 3- or 4-day weekend, as in the 2025-26 school year.

Article 16 - MEET AND NEGOTIATE

16.1 During the term of this Agreement, the Association and the District expressly waives and relinquish the right to meet and negotiate except as provided in this article and/or elsewhere in this Agreement. Each year, the Association and the District shall negotiate on salary, benefits and calendar, and both the District and the Association may choose two additional articles to renegotiate, and as many articles as both parties agree to. In addition, the Association and District shall open negotiations as needed to address changes required by federal or state legislation, mandates, guidance, or orders, as well as by Inyo County directives, including public health mandates, orders or directives.

Should the age established for Medicare eligibility be raised, the District agrees to immediately meet and negotiate the impact of this change so that continuity of health and welfare benefits for unit members retiring and/or retired under 8.1.3, 8.1.4, 8.1.5, and 8.1.6 can be preserved and so that 8.8 can be changed to reflect any updated CVT requirements.

At the expiration of this Agreement, the entire Agreement shall become subject to re-negotiation.

16.2 The District agrees during the term of this Agreement not to change any working conditions within the scope of bargaining without first notifying the Association, and if requested, negotiating the issue with the Association. It is understood that "working conditions" as mentioned here is an all-inclusive term that is not limited to the specific working conditions addressed in Article 26 of this Agreement.

16.3 All meet and negotiation sessions to amend, modify or change this Agreement for subsequent years shall take place within one hundred twenty (120) calendar days prior to June 30. In the event settlement on the issues is not achieved within this period the parties may enter a joint submission requesting mediation assistance.

16.4 Either party may utilize whomever they desire to serve as representatives during negotiations, provided these

persons are empowered to negotiate in good faith.

- 16.5 As per 4.9, negotiations shall take place at mutually agreeable times and places during regular working days, provided that meetings shall be held at least five (5) calendar days from the receipt of a written request. Negotiations may take place after 3:00 p.m. or on non-working days (e.g., during summer vacations) only by mutual consent of the Superintendent and the Association bargaining team. Should this occur, each member of the bargaining team who participates in such sessions will be paid their regular hourly rate for time spent working on negotiations past 3:00 p.m. or on non-working days. "Time spent working" is understood to include both preparing for bargaining and sessions at the negotiating table.
- 16.6 Both parties agree to continue negotiations in a spirit of openness and cooperation, while maintaining the rights and responsibilities of each party.
- 16.7 Any Memorandum of Understanding (MOU) negotiated between the District and SITA representatives must be approved with signatures by the District Superintendent or designee, the SITA Lead Negotiator, and the SITA President. Upon Board Approval of any MOU, the Superintendent shall within five (5) days distribute it to the Association President via electronic mail. All currently active MOUs shall be appended to the end of the contract in a new section, Appendix F, which shall be updated in the future to include additional MOUs as they are adopted. Any MOU no longer in effect shall be removed from Appendix F.
- 16.8 Whenever any certificated position is flown, the job description shall be included as part of the posting.

Article 19 - NON-DISCRIMINATION

19.1 Neither the District, Association, nor any employee shall discriminate against any unit member who is a member of a protected class as that term is commonly used with respect to equal employment opportunity. Neither the District nor the Association or its members shall discriminate against any employee because of their membership or non-membership in the Association or because of any of their political views.

All references to "Employee," "Unit member," "teacher" or "his" in this Agreement is intended to refer to all genders and shall be so construed.

19.2 Application forms and oral interview procedures shall not inquire into membership in, or preferences for, employee organization, sexual orientations, political affiliations, mental status, or opinions on controversial issues unless such inquiries are for bona fide occupational reasons.

Article 20 - SUMMER SCHOOL AND SUMMER LEARNING PROGRAMS

20.1 If offered, summer school shall be automatically available only to students whose IEPs require it. All other summer school or other summer learning program(s) shall be bargained with the Association each year. If such bargaining results in additional summer school or summer learning programs, the provisions in this Article shall prevail unless changed by mutual agreement via MOU.

Anticipated summer school vacancies shall be posted at each school no later than May 1.

20.2 Summer school assignments shall be made no later than June 1, and the District may fill positions from outside of the unit if an insufficient number of qualified unit members respond to the position vacancy announcement.

20.3 Notification of assignment to above positions shall be in writing and shall include the location of the assignment and the subject to be taught.

20.4 No unit member shall be required to teach summer school classes.

20.5 Assignments for the above positions shall be made by seniority, if all other qualifications are equal.

20.6 It is further agreed that summer school teachers employed by the District for summer session shall be subject to the following wages, hours, terms and conditions of employment based on 128 paid instructional hours for the session, with an additional paid 30-minute preparation period for every 4 hours of student time. The 30-minute preparation period will take place during non-student time. Members working fewer hours will be compensated on a pro-rated basis.

20.6.1 The District shall determine the number of summer school days to be scheduled and the number of hours summer school will be in session each day, however, the scheduled day shall provide for a fifteen (15) minute

break for each 4 hours per day half way through the day (the unit member may have the option of deleting this break) and preparation time as detailed above. The determination of the need for summer school and the number of unit member(s) to be hired will be based upon the needs of the students and the funding available for summer school.

20.6.2 Unit members employed for summer school shall receive an additional four (4) hours of paid preparation time to help them prepare for their summer school classes.

20.6.3 The rate of pay shall be equal to the rate of pay that the unit member would receive during the regular school year.

20.7 All other terms of the contract will be in effect for summer school teachers.

## Article 21 - CONSULTATION

21.1 The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law. The Association's right to consult on textbook selection shall take place as follows: Whenever any adoption of new textbook(s) is being contemplated, the District shall form an advisory committee in accordance with AR 6161.1. The involvement of "teachers in a substantial manner" shall take place as follows: the District shall ask for volunteers to form an advisory committee, which shall consist of at least the site principal and a substantial number of classroom teachers (i.e., at least two, with as many as possible experienced in the subject area and/or grade level(s) of the materials to be adopted). If an insufficient number of teachers is forthcoming, the District may request that classroom teacher(s) of their choice serve on the committee. All unit members serving on a textbook adoption committee shall do so on a volunteer basis only. The committee's recommendation, determined by majority vote, shall be considered by the Governing Board during final approval.

Nothing herein may be construed to limit the right of the District to consult with any unit members or employee organizations on any matter outside the scope of representation.

Article 22 - EFFECTS OF LAYOFF

22.1.1 The District agrees that all layoffs will be implemented in accordance with Education Code.

22.1.2 Layoffs shall be based on inverse seniority; that is, the individual with the least seniority shall be laid off first. Individuals with a common seniority date are laid off according to the following seniority criteria rating. The individual with the fewest criteria points has the least seniority.

- a. Credentials and experience to teach or serve in a particular program where a vacancy currently exists. Rating: +1 per year
- b. Years of experience (previous to employment with the District) as a full-time, credentialed teacher in a probationary/permanent, K-12 teaching situation in a public school. Rating: +1 per year
- c. Number of supplementary and/or added authorizations. Rating: +1 per supplementary and/or added authorization
- d. Earned degree beyond the BA/BS level. Rating: +1 per degree
- e. Multiple language skills relevant to District need. Rating: +1 per for Spanish
- f. Preliminary v. Clear/Life Credentials  
Rating: +1 per Preliminary, +2 per Clear/Life Credential
- g. National Board Certification. Rating +1 per certificate

22.1.3 The District may deviate from terminating a certificated employee in order of seniority for either of the following reasons:

1. The District demonstrates a specific need for personnel to teach a specific course or course of study, or to provide services authorized by a services credential with a specialization in either pupil personnel services or health for a school nurse, and that the certificated employee has special training and experience necessary to teach that course or course of study or to provide those services, which others with more seniority do not possess.

2. For purposes of maintaining or achieving compliance with constitutional requirements related to equal protection of the laws.

## 22.2 Disputes Over Implementation

When a unit member or the Association alleges a violation of this Article and seeks resolution of the dispute through statutory procedures (referral to PERB or an administrative hearing under Education Code section 44949), the District shall not be required to process an administrative grievance in the matter.

## 22.3 Notice of Certificated Layoffs

22.3.1 The District agrees to notify the Association, in writing, at least ten (10) days prior to any Board meeting of any proposed layoff pursuant to Education Code section 44949. Concurrent with such notification, the District shall provide the Association with all pertinent information relating to the contemplated layoffs, including, but not limited to the following:

- a. The names, addresses, and home phone numbers of the unit members being laid off,
- b. A list of all certificated unit members ordered by seniority, identifying name, work location, assignment and credentials held,
- c. A list of all temporary certificated unit members, indicating credentials held,
- d. A list of all substitute, part-time and other employees performing bargaining unit work, not identified above, indicating the number of hours per week worked by each employee,
- e. A class size report comparing current pre-layoff status with the projected class size impact resulting from contemplated layoff,
- f. A list of assignment/reassignment and transfer changes contemplated as a result of anticipated layoffs.

22.3.2 The notice to the Association shall include written materials received by the District Board of

Trustees for consideration when making the decision to reduce staff in the District. The supportive materials shall also include an analysis of the District's past experience in attrition.

- 22.3.3 The Association may appoint two (2) delegates to any ad hoc committee(s) established by the Board which relate directly to layoff of unit members.

#### 22.4 Effects of Certificated Layoffs

- 22.4.1 Within five (5) working days of the notification by the District of contemplated layoffs, the District shall meet with the Association. The purpose of this meeting will be to negotiate the impact of the District's potential determination to layoff unit members and/or any other matters not covered by this Article.

- 22.4.2 The District and the Association agree that reassignment and transfer for the school year succeeding the time period in which a layoff occurs will not result in an increase of class sizes beyond the class size maximum specified in Article 13 of the collective bargaining agreement.

## Article 23 - REFLECTIVE COACHING PROGRAM

### 23.1 Participants in the Reflective Coaching Program

The purpose of the program is to provide support and assistance to:

- a) Beginning teachers as defined in 23.2
- b) Permanent unit members who receive a "Does Not Meet Standards" or "Developing Practice that Partially Meets Standards" final evaluation as provided in Article 12: Evaluation
- c) Self-referred participants as detailed in 23.3

Participation in the program shall be mandatory for unit members in categories (a) and (b) above, but voluntary for those in category (c) above.

### 23.2 Beginning Teacher Participants

A "beginning teacher" shall be defined as any unit member who is:

- a) A fully credentialed unit member in their 1<sup>st</sup> or 2<sup>nd</sup> year of independent classroom teaching (i.e., student teaching shall not count as any part of a year),
- b) Intern teachers, those teaching on a Provisional Internship Permit, or any unit member who does not yet possess a clear or preliminary credential,
- c) Teachers on Emergency Permits.
- d) Unit members who are in their first year working for the District in a credentialed capacity who have five or fewer years of classroom teaching experience in a public school setting.

Notwithstanding (a) through (d) above, if a beginning teacher is also enrolled in the BTSA program in which the District participates (currently administered through UC Riverside), then that unit member may decline the assistance of a Reflective Coach. However, such a unit member may also elect to participate in the program if they so choose.

### 23.3 Self-Referred Participants

A "self-referred participant" is a unit member who seeks to improve their teaching performance by requesting assistance from the Reflective Coaching Program. Unit members who self-refer shall have the opportunity to speak with their site principal and the Superintendent. It shall be the responsibility of the Superintendent to make a final decision to accept or reject a self-referred request for participation.  
[TA]

### 23.4 Goals of the Reflective Coaching Program

The specific goals of the Reflective Coaching Program are to help participants improve instructional skills, classroom management, knowledge of subject matter, and related aspects of teaching performance as detailed in the California Standards for the Teaching Profession.

### 23.5 Qualifications for Reflective Coaches

Each Reflective Coach shall be a permanent certificated unit member with a clear credential who has worked for the District, providing classroom instruction to students, for at least five (5) years on a full-time basis or at least seven (7) years on a part-time basis. Each must also be a current unit member that has been employed by the District as a regular full- or part-time classroom teacher from the beginning of the school year in which they are selected to serve as a Reflective Coach.

In rare cases, when an insufficient number of unit members meeting the qualifications listed above have applied for Reflective Coach position(s), the District may pursue an MOU that will allow for the hiring of veteran teachers with less than five (5) years with the District.

Reflective coaches should possess the following characteristics: exemplary teaching ability, talent in oral and written communication, leadership potential within the profession, cooperative work skills, extensive knowledge of classroom management and instructional techniques.

In the event that an insufficient number of current unit members apply to be Reflective Coaches and the MOU noted above has not resolved the situation, the District may reach out to former unit members who have retired within the last five (5) years, as long as those unit members during their career with the District provided classroom instruction to students for at least five (5) years on a full-time basis or at least seven (7) years on a part-time basis.

### 23.6 Selection Process for Reflective Coaches

Reflective Coaches shall serve for the remainder of the school year in which they were selected, and shall be selected as follows:

- a) It is the intent of the Association and the District that the selection process for Reflective Coaches begin as soon as possible each school year, in order to maximize opportunities for coaches to assist participants in the program. Therefore, as soon as possible each school year, but in no case later than one (1) month after the first student day, a notice of vacancy shall be posted and sent via electronic mail as detailed in 9.1.7.

However, if in any given year, the District has, at the start of the school year, no beginning teachers as defined in 23.2, and also has no permanent unit members in need of assistance as defined in 23.1b, the District shall not post the notice of vacancy.

In such a case, should a beginning teacher be hired later in the school year, the District shall post the notice of vacancy and send the same by electronic mail to all unit members within two (2) weeks of each new beginning teacher's first day at work. Likewise, should a unit member self-refer for assistance from a Reflective Coach and be accepted into the program, the District will post the notice and send the same by electronic mail to all unit members within two (2) weeks of the Superintendent's decision to accept a self-referred participant.

- b) Each notice of vacancy shall specify the number of

new teachers or other participants anticipated to receive assistance through the program, as well as the number of Reflective Coaches being sought to provide services. These numbers shall typically be the same in an effort to meet the goal of each Reflective Coach having no more than one (1) participant to assist throughout the school year.

- c) Qualified unit members shall express their interest in the Reflective Coach position(s) by replying to the vacancy email, directing the response to the Superintendent or the District executive secretary.
- d) The Superintendent, in consultation with site administrators from campuses in need of Reflective Coaches, shall make the final determination of which applicants should be hired for the available positions. However, should more unit members apply than there are Reflective Coach positions available, the Superintendent shall form a committee consisting of themselves, each site principal from a school anticipated to have participants, and the three (3) unit members who have the most seniority in the District. This committee shall review the applications and if deemed necessary, conduct interviews of Reflective Coach applicants before making a final determination of how to fill the available positions.
- e) Successful applicants shall be informed via electronic mail within one (1) week of the decision reached in (d) above that their name will be submitted to the Governing Board for final approval. Ratification of hiring of Reflective Coaches shall take place at the next regular meeting of the Governing Board.

### 23.7 Duty to Indemnify

The District shall hold harmless each unit member Reflective Coach for any liability arising out of their participation in this Program.

### 23.8 Responsibilities of Reflective Coaches

Reflective Coaches shall assist participants in the program through a variety of strategies. These may include observations, coaching, discussions, demonstrations, recommending conferences or workshops, and other appropriate activities that will help to support participants. The program strongly encourages a cooperative relationship among Reflective Coaches, site administrators, and participants. Each Reflective Coach shall meet regularly with the participant(s) assigned to them and shall also be available on an as-needed basis to assist their participant(s) including helping them to use District-adopted online systems in an effective manner (e.g. Aeries, Frontline, Google Classroom and similar).

All interactions between a Reflective Coach and a participant are confidential and are to be kept completely separate from the evaluation process of participants as outlined in Article 12 of this Agreement. Reflective Coaches shall not play any role in the formal evaluation of a participant, but are instead to serve as a resource and support to help participants become successful in the classroom.

### 23.9 Assignment of Reflective Coaches

Once the selection of Reflective Coach(es) has been granted final approval by the Governing Board, it shall be the responsibility of the site administrator to pair up each Reflective Coach with the participant(s) they will assist throughout the school year. Each site administrator shall take into account the preferences of the Reflective Coaches regarding assignment before making a final determination. This assignment shall take place no later than one (1) week after the Governing Board has ratified the selection of the Reflective Coaches.

A Reflective Coach shall typically be matched with only one (1) participant but may be assigned more than one as long as the coach consents to having multiple participants. This latter situation shall occur only if an insufficient number of Reflective Coaches have been selected for that school year.

Each Reflective Coach and their participant(s) shall typically work at the same school site. A Reflective Coach may not be assigned to a participant who works at a different school site unless that Reflective Coach agrees to such assignment.

### 23.10 Compensation

Each Reflective Coach shall be paid an initial stipend of two thousand dollars (\$2000) and shall additionally receive a stipend of fifteen hundred dollars (\$1500) for each participant they assist during the school year. Reflective Coach stipends shall typically be paid in full during the last pay period of the school year. However, if a Reflective Coach desires to be paid monthly, the District shall pay them that way instead. [TA]

Article 24 - SAVINGS

- 24.1 If any provision of this Agreement or any application thereof to any unit member is held by a court of competent jurisdiction to be contrary to law, then such provisions or applications will be deemed invalid to the extent required by such court decision, but all other provisions or applications shall continue in full force.
- 24.2 The parties to this Agreement shall meet within ten (10) working days following the exhaustion of all appeal procedures available to the parties for the express purpose of negotiating that portion of the Agreement deemed to be invalid and that portion only.

Article 25 - PUBLIC DISCLOSURE OF PROFESSIONAL QUALIFICATIONS

25.1 Federal law states that parents have the right to request information regarding the professional qualifications of classroom teachers. The District has interpreted this to mean that it will provide a copy of the unit member's teaching credential to the parent of any child assigned to the unit member's classroom that requests this information. In doing this, the District will ensure that no personal information, such as social security numbers, phone numbers or addresses will be given out. The District will provide the unit member with written notification of the name or names of any person requesting this information within five (5) working days of the request. When requested, the only document to be disclosed to the parent will be the unit member's credential with any personal information deleted.

## Article 26 - WORKING CONDITIONS

In addition to agreeing per 16.2 that the District shall notify the Association of any change in working conditions and shall bargain such changes with the Association upon request, the District shall adhere to the following specific working conditions. These guarantees are intended to provide a working environment where demands on unit members' time are manageable and reasonable. The Association also anticipates that these guarantees will help to establish a teaching environment that maximizes student learning, promotes time on-task, and encourages active student engagement in coursework, all of which will serve to improve unit member working conditions.

- 26.1 Each unit member shall have the right to set, enforce and uphold late work policies for their students, but must adhere to provisions in IEPs and the Student Handbook regarding extended time and similar issues.
- 26.2 All passes for students to leave class are at the discretion of the teacher. However, this shall not preclude Administration from pulling a student from class or sending for a student as needed.
- 26.3 Attendance rosters shall accurately reflect all students expected to be present for each class. In grades 6-12, a unit member may not be required to teach more than one section per period. However, these provisions shall not apply to circumstances arising from 10.14, when unit members absorb students not in their regular class due to the District's inability to secure a substitute.
- 26.4 All credit recovery must occur outside the regular school day through the Credit Recovery Program.
- 26.5 No parent shall be allowed to attend any class(es) with their student unless all unit members instructing such class(es) have been given 24 hours advance notice of the visit. Such notice shall be in writing.
- 26.6 Unit members shall not be required to submit lesson plans to administration on a regular basis (weekly, monthly, by semester, etc).
- 26.7 Any unit member shall have at least five (5) school days

to respond to student requests for letters of recommendation, supplying information (online or mailed) to colleges, and similar. This will not apply to requests made during the summer.

- 26.8 Once a unit member's absence has been approved by administration, it shall be cancelled only by that site's principal, the Superintendent, or the unit member.
- 26.9 Each site's tardy policy shall be strictly enforced.
- 26.10 A unit member shall not be denied access to a gate code or remote control for a gate unless that individual has previously provided code(s) or remote(s) to unauthorized individual(s).
- 26.11 School handbooks at each site shall be edited only during regular staff meetings while in consultation with unit members who work at that site.

**LONE PINE UNIFIED SCHOOL DISTRICT  
2024-2025 CERTIFICATED SALARY SCHEDULE**

Approved: June 18, 2018

	A	I	II	III	IV	V
	Bachelor's Degree + Teaching Authorization Other than Clear or Preliminary Credential	Bachelor's Degree + Clear or Preliminary Credential	Bachelor's Degree + 15 sem units + Clear or Prelim Credential	Bachelor's Degree + 30 sem units + Clear or Prelim Credential	Bachelor's Degree + 45 sem units + Clear or Prelim Credential	Bachelor's Degree + 60 sem units + Clear or Prelim Credential
<b>1</b>	Unit members shall start at line 2 or higher.					
<b>2</b>	48,729.10	56,208.15	56,903.63	59,468.11	62,036.03	64,601.66
<b>3</b>	48,729.10	58,865.82	59,468.11	62,037.18	64,601.16	67,167.29
<b>4</b>		61,518.73	62,036.03	64,601.16	67,167.29	69,735.22
<b>5</b>		64,175.21	64,601.15	67,167.29	69,735.22	72,301.08
<b>6</b>		64,175.21	67,167.29	69,735.22	72,301.08	74,865.33
<b>7</b>		64,175.21	69,735.22	72,301.08	74,865.33	77,435.55
<b>8</b>		64,175.21	72,301.08	74,874.52	77,435.55	80,000.03
<b>9</b>		64,175.21	72,301.08	77,435.55	80,000.03	82,569.11
<b>10</b>		64,175.21	72,301.08	77,435.55	82,569.11	85,133.59
<b>11</b>		64,175.21	72,301.08	77,435.55	85,133.59	87,698.07
<b>12</b>		64,175.21	72,301.08	77,435.55	85,133.59	90,267.15
<b>13</b>		64,175.21	72,301.08	77,435.55	85,133.59	92,831.63
<b>14</b>		64,175.21	72,301.08	77,435.55	85,133.59	92,831.63
<b>15</b>		66,479.71	74,528.53	79,660.94	87,361.27	95,060.14
<b>16</b>		66,479.71	74,528.53	79,660.94	87,361.27	95,060.14
<b>17</b>		66,479.71	74,528.53	79,660.94	87,361.27	95,060.14
<b>18</b>		66,479.71	74,528.53	79,660.94	87,361.27	95,060.14
<b>19</b>		66,479.71	74,528.53	79,660.94	87,361.27	95,060.14
<b>20</b>		68,785.40	76,756.21	81,889.77	89,588.96	97,289.29
<b>21</b>		68,785.40	76,756.21	81,889.77	89,588.96	97,289.29
<b>22</b>		68,785.40	76,756.21	81,889.77	89,588.96	97,289.29
<b>23</b>		68,785.40	76,756.21	81,889.77	89,588.96	97,289.29
<b>24</b>		68,785.40	76,756.21	81,889.77	89,588.96	97,289.29
<b>25</b>		68,785.40	76,756.21	84,117.45	91,816.64	99,515.83
<b>26</b>				84,117.45	91,816.64	99,515.83
<b>27</b>				84,117.45	91,816.64	99,515.83
<b>28</b>				84,117.45	91,816.64	99,515.83
<b>29</b>				84,117.45	91,816.64	99,515.83
<b>30</b>				86,345.14	94,045.20	101,743.51
<b>31</b>				86,345.14	94,045.20	101,743.51
<b>32</b>				86,345.14	94,045.20	101,743.51
<b>33</b>				86,345.14	94,045.20	101,743.51
<b>34</b>				86,345.14	94,045.20	101,743.51
<b>35</b>				88,573.97	96,272.33	103,971.19
<b>36</b>				88,573.97	96,272.33	103,971.19
<b>37</b>				88,574.00	96,272.00	103,971.00
<b>38</b>				88,574.00	96,272.00	103,971.19
<b>39</b>				88,574.00	96,272.00	103,971.19
<b>40</b>				90,803.00	98,499.00	106,199.19

Effective July 1, 2014, the maximum service credit for initial placement shall not be higher than Step Thirteen (13). The only use of Column A, Step I will be the initial placement of teachers who do not have a clear or preliminary credential.

PROFESSIONAL GROWTH STEP: All unit members who have reached the end of their columns shall receive as part of their base salary a professional growth step computed as follow. College units earned after reaching this step shall be credited up to a maximum of fifteen (15) semester units for columns II-IV and a maximum of twenty-one (21) semester units for Col. V.

\$469.14 (P5) per unit Column V (End of Column shall be defined as Step 13)  
 \$426.04 (P4) per unit Column IV (End of Column shall be defined as Step 11)  
 \$375.56 (P3) per unit Column III (End of Column shall be defined as Step 9)  
 \$329.99 (P2) per unit Column II (End of Column shall be defined as Step 8)

The counselor shall be paid according to the salary schedule, plus fifteen (15) additional days of service which will be determined by the Superintendent.

Hourly pay as provided for in the agreement shall be calculated as a ratio of the minutes worked to 450 minutes. Time will be rounded up worked to 450 minutes. Time will be rounded up to the nearest quarter hour.

Unit members who have earned a Masters degree shall receive a five(5) percent increase in their base salary.

Unit members who have earned a Doctorate degree, a 2nd Masters degree, or ninety (90) units including a Masters degree shall receive a seven(7) percent increase in their base salary.

Effective: July 1, 2024

Board Approved: June 18, 2025

## APPENDIX B

**Lone Pine Unified School District  
EXTRA DUTY STIPEND LIST:2024-2025  
Board Approved**

HEAD TEACHER LO-INYO ELEMENTARY SCHOOL	\$16,421 1A
AGRICULTURE ADVISOR (Include required summer work) NON ROP	\$6,460 1B
TEACHER/ATHLETIC DIRECTOR (1 period duty-free for AD)	\$5,498 1C
ACTIVITIES DIRECTOR (LPHS)	\$5,085 1D
<b>LEVEL I</b>	<b>\$4,998</b>
ATHLETIC DIRECTOR	
HEAD TEACHER OLANCHA SCHOOL	
WASC COORDINATOR (approx. 14 months)	
<b>LEVEL II</b>	<b>\$3,824</b>
HEAD COACH: FOOTBALL	
HEAD COACH: VOLLEYBALL	
HEAD COACH: BOYS & GIRLS BASKETBALL	
HEAD COACH: BASEBALL & SOFTBALL	
CHEERLEADER ADVISOR(LPHS)	
<b>LEVEL III</b>	<b>\$3,682</b>
ACTIVITIES DIRECTOR (LO-INYO), at own discretion, may advise on the Fall Festival	
ATHLETIC DIRECTOR (LO-INYO)	
YEARBOOK WITHOUT CLASS	
SERVICE CLUB	
<b>LEVEL IV</b>	<b>\$2,869</b>
ASST. COACH / JV COACH:	
FOOTBALL, VOLLEYBALL, BOYS & GIRLS BASKETBALL, BASEBALL, SOFTBALL	
GOLF COACH	
HIGH SCHOOL YEARBOOK WITH CLASS	
TENNIS COACH	
TRACK COACH	
SPEECH & DEBATE	
TITLE VI TUTOR	
LPHS SENIOR CLASS ADVISOR	
<b>LEVEL V</b>	<b>\$2,057</b>
MIDDLE SCHOOL COACH (GRADES 6, 7, 8): BOYS & GIRLS BASKETBALL (only)	
WASC COORDINATOR FOR MID-CYCLE REVIEW	
AFTER SCHOOL PROGRAMS per agreement with County	
OUTDOOR SCIENCE CAMP-Head Catalina	
<b>LEVEL VI</b>	<b>\$1,386</b>
MIDDLE SCHOOL COACH (GRADES 6, 7, 8): FOOTBALL, VOLLEYBALL, BASEBALL, SOFTBALL, TRACK	
LO-INYO YEARBOOK	
MOCK TRIAL	
PART-TIME ASSIST COACHES/ LP HIGH: VOLLEYBALL, BASKETBALL, BASEBALL, SOFTBALL, TRACK	
MATHLETES	
<b>LEVEL VII</b>	<b>\$717</b>
HIGH SCHOOL SKI/SNOWBOARD RACE TEAM COACH	
HIGH SCHOOL CROSS COUNTRY COACH	
MIDDLE SCHOOL CHEERLEADER ADVISOR	
PEP/MARCHING BAND	
HIGH SCHOOL SKI/RACE COACH	
BOOKFAIR – FALL & SPRING	
SPELLING BEE	
GEOGRAPHY BEE	
OUTDOOR SCIENCE CAMP-Bernasconi	
<b>LEVEL VIII</b>	<b>\$288</b>
LONE PINE DRAMA	
LO-INYO DRAMA	
LO-INYO JR OLYMPICS	
HIGH SCHOOL CAREER DAY COORDINATOR	
LO-INYO GARDEN SUPERVISOR	
ENGLISH CLUB (FINE ARTS PROGRAM)	
MATH OLYMPIAD MIDDLE SCHOOL	
MATH OLYMPIAD HIGH SCHOOL	
LPHS FRESHMAN CLASS ADVISOR	
LPHS SOPHOMORE CLASS ADVISOR	
LPHS JUNIOR CLASS ADVISOR	
<b>LEVEL IX</b>	<b>\$142</b>
SUMMER BASKETBALL TOURNAMENT COACH	
<b>LEVEL X</b>	
PEP SQUAD ADVISOR	
CHESS CLUB	
ELEMENTARY COACH Grades 5, 6: FOOTBALL, VOLLEYBALL, BASKETBALL, BASEBALL, SOFTBALL, TRACK	
RENAISSANCE MOVIE	
SKI PROGRAM COORDINATOR FOR DISTRICT	
SKI PROGRAM INSTRUCTOR	

**Effective July 1, 2008, all head coaches and the assistant coach will get 8% of their total stipend for each week that they are in playoffs.  
JV coaches who choose to assist during playoffs do so on a volunteer basis.**

**Unit members absences during the school day used to fulfill extra-duty stipend activities shall be granted school business leave.**

Effective: July 1, 2024  
Board Approved: JUNE 18, 2025

LONE PINE UNIFIED SCHOOL DISTRICT  
PROFESSIONAL GROWTH GOAL INFORMATION

TEACHER'S NAME \_\_\_\_\_

EVALUATOR'S NAME \_\_\_\_\_

Identify the standard for the teaching profession being addressed (check one):

- 1) Engaging and Supporting All Students in Learning
- 2) Creating and Maintaining an Effective Environment for All
- 3) Understanding and Organizing Subject Matter Knowledge
- 4) Planning Instruction and Designing Learning Experience for All
- 5) Assessing Student Learning
- 6) Developing as a Professional Educator

State the sub goal you will be working toward: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State the reason or reasons you have chosen this sub goal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What steps will you take to achieve the identified sub goal? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

Summary of end of year Professional Growth Conference: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

**COLLABORATIVE CLASSROOM OBSERVATION FORM**

**Teacher Observed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Subject Observed:** \_\_\_\_\_ **Site:** \_\_\_\_\_

**Observer:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Lesson/Activity Objective(s):**

**Strengths Observed in the Lesson/Activity:**

**Areas for Growth:**

**Suggestions Provided:**

**Comments:**

**I agree/disagree (circle one) with this report:**

\_\_\_\_\_  
**Teacher's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Principal's Signature**

\_\_\_\_\_  
**Date**

**LONE PINE UNIFIED SCHOOL DISTRICT**

**SUMMARY  
CERTIFICATED PERFORMANCE EVALUATION**

**TEACHER:**

**DATE:**

**TEACHER ASSIGNMENT:**

**SITE:**

**EVALUATOR'S NAME:**

**TITLE:**

---

1. ADHERENCE TO CONTENT STANDARDS (12.6a, e)
2. INSTRUCTIONAL TECHNIQUES AND STRATEGIES (12.6b)
3. LEARNING ENVIRONMENT AND CLASSROOM MANAGEMENT (12.6d)
4. PROFESSIONAL COMMUNICATION
5. RECORDKEEPING
6. PROGRESS TOWARD PROFESSIONAL GROWTH GOAL (12.6f)
7. OTHER PROFESSIONAL RESPONSIBILITIES (12.6c)
8. COMMENDATIONS (based on 1 through 7 above)
9. RECOMMENDATIONS (based on 1 through 7 above)

**NEED FOR DIRECTED ASSISTANCE**

**In circumstances where unit members are found to be in need of improvement in identified performance areas, the evaluator shall provide a Plan of Directed Assistance. The decision to provide this plan should be made on the basis of an objective assessment of the teacher's performance. When preparing the plan it is**

**important to get input from the unit member and other instructional leaders. The plan also should include the anticipated elements of performance that will indicate when the assistance plan is no longer necessary.**

**Is Directed Assistance required (Circle one):                      YES                      NO**

**Note: When directed assistance is indicated the Plan for Directed Assistance shall be incorporated in the following year's goals and objectives.**

**Is the employee referred to PAR (Circle one).                      YES                      NO**

---

**I AGREE/DISAGREE with this report (Circle one).    Date: \_\_\_\_\_**

---

**Teacher Signature**

---

**Evaluator Signature**

LONE PINE UNIFIED SCHOOL DISTRICT  
**2025/26**  
 BOARD APPROVED: January 22, 2025

	Mon	Tues	Wed	Thur	Fri	Mon	Tues	Wed	Thur	Fri	Mon	Tues	Wed	Thur	Fri	Mon	Tues	Wed	Thur	Fri					
JUL		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31	
AUG					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29
SEPT	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30			
OCT			1	2	3	6	7	8	9	10(M)	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31(M)
NOV	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28					
DEC	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19(M)	22	23	24	25	26	29	30			
JAN				1	2	5	6	7	8	9	12	13	14(M)	15(M)	16(M)	19	20	21	22	23	26	27	28	29	30
FEB	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27					
MAR	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31			
APRIL			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	
MAY					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29
JUNE	1	2	3(M)	4(M)	5(M)	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30			

Days= 180

**Wednesday, August 20** ☆ First Day of Student Attendance  
**Friday, June 5** ☆ Last Day of Student Attendance

**2025-26 HOLIDAYS FOR CLASSIFIED**

- July 4 Independence Day
- Sept 1 Labor Day Holiday
- Nov 11 Veteran's Day Holiday
- Nov 24-28 Thanksgiving Holidays
- Dec 24 & 25 Christmas Holidays
- Dec 31-Jan 1 New Year's Holidays Observed
- Jan 19 Martin Luther King Holiday
- Feb 13 Lincoln's Day Observed
- Feb 16 Presidents Day Observed
- April 3 Good Friday
- May 25 Memorial Day Holiday
- Jun 19 Juneteenth
- Floating 1 day per CSEA contract

**LO-INYO/LPHS QUARTER DATES**

- Oct 24 - End 1st Qtr 46 Days
- Jan 16 - End 2nd Qtr 44 Days
- Mar 27 - End 3rd Qtr 47 Days
- June 5 - End School 43 Days

**HIGH SCHOOL SEMESTERS END**

- Jan 16 = 90 Days
- June 5 = 90 Days

**MINIMUM DAYS (M)**

- Oct 10 K-12 Film Festival
- Oct 31 K-12 Fall Festival
- Dec 19 K-12
- Jan 14, 15, 16 K-12 Parent Conference/Grade Report
- June 3, 4, 5 K-12

**NOTE:** It is agreed that the 2026-27 School Year Calendar shall include a full week off in February

**2025-26 BREAKS/HOLIDAYS-NO STUDENTS**

- Sept 1 Labor Day Holiday
- Sept 26 California Indian Day Holiday
- Nov 11 Veteran's Day Holiday
- Nov 24-28 Thanksgiving Break
- Dec 22-Jan 2 Winter Break
- Jan 19 Martin Luther King Holiday
- Feb 13 & 16 President's Holidays
- Apr 3-10 Spring Break
- May 25 Memorial Day Holiday

**TESTING DATES**

- May 11-29 PSAT
- May 11-29 PSAT 8th
- May 11-29 HS CAASPP

**TEACHER PREPARATION DAYS - NO STUDENTS**

- Aug 18 & 19 Comp Time during school yr or pay on June 30

**GRADUATION & PROMOTIONS DATES**

- June 4 Lo-Inyo 8th Grade Promotion 7 p.m.
- June 5 High School Graduation 7 p.m.

- Non-school days for break or teacher in-service
- Non-school days for Holidays
- Teacher Work Days/School Attendance

TOTAL TEACHING DAYS 180  
 PREPARATION DAYS 2  
 TOTAL WORK DAYS 182

## Lone Pine Unified School District Adult Education Salary Schedule 2023-2024

RANGES:	I	II	III	IV	V
<b>STEPS</b>					
<b>1</b>	<b>20.34</b>	<b>21.85</b>	<b>23.36</b>	<b>24.89</b>	<b>26.42</b>
<b>2</b>	<b>21.09</b>	<b>22.60</b>	<b>24.14</b>	<b>25.67</b>	<b>27.20</b>
<b>3</b>	<b>21.85</b>	<b>23.36</b>	<b>24.89</b>	<b>26.42</b>	<b>27.95</b>
<b>4</b>	<b>22.60</b>	<b>24.14</b>	<b>25.67</b>	<b>27.18</b>	<b>28.72</b>
<b>5</b>	<b>23.36</b>	<b>24.89</b>	<b>26.42</b>	<b>27.94</b>	<b>29.47</b>
<b>6</b>	<b>24.14</b>	<b>25.67</b>	<b>27.18</b>	<b>28.72</b>	<b>30.25</b>
<b>7</b>	<b>24.89</b>	<b>26.42</b>	<b>27.94</b>	<b>29.46</b>	<b>30.98</b>
<b>8</b>	<b>25.67</b>	<b>27.18</b>	<b>28.72</b>	<b>30.23</b>	<b>31.75</b>
<b>9</b>	<b>26.42</b>	<b>27.94</b>	<b>29.46</b>	<b>30.98</b>	<b>32.51</b>
<b>10</b>	<b>27.18</b>	<b>28.72</b>	<b>30.23</b>	<b>31.77</b>	<b>33.30</b>
<b>11</b>	<b>27.94</b>	<b>29.46</b>	<b>30.98</b>	<b>32.51</b>	<b>34.05</b>
<b>12</b>	<b>28.72</b>	<b>30.23</b>	<b>31.77</b>	<b>33.26</b>	<b>34.79</b>
<b>13</b>	<b>29.46</b>	<b>30.98</b>	<b>32.51</b>	<b>34.05</b>	<b>35.58</b>

**General**

1. Philosophically for Adult Education, teaching and work experience are equally as important as the educational level achieved.
2. No new instructor shall be given more than 4 years of credit, which will put him or her on or below Step 5.
3. A pay warrant cannot be issued until all the necessary credential application documentation has been completed and filed with the Lone Pine Unified School District and the Inyo County Office of Education in accordance with Education Code 45034
4. And District employee who is assigned to teach in the Adult Education program can use past experience with the District for Adult Education salary purposes up to a maximum of six years, with highest initial placement at Step 7, if the District experience was similar to the responsibilities of the new AE teacher assignments.
5. As per Board Policy 6158, an independent study adult education program is available for credit retrieval. Teachers who teach a class in this program shall be compensated according to the Adult Education Salary Schedule for one hour of student contact each week. In addition, teachers shall be compensated for two additional hours per week for preparation and grading within a content area. (Note: content area refers to course of areas such as English, math, science, social science, not levels within these course areas.)

Approved: January 24, 2024

**A. INITIAL PLACEMENT**

**1. RANGE (Education & Work Experience)**

Initial range placement is determined by a combination of education, teaching and work experience (see below).

**2. STEP (Years of experience)**

- a) Initial step placement is determined by the combination of teaching or work experience up to a maximum of 5 steps for 4 years of credit.
- b) One step will be allowed for one year of full-time teaching, one year of full-time work experience, or a combination of each beyond that necessary for the Adult Education credential.
- c) Work experience must be in the field directly related to the Designated Subjects credential and is defined as the equivalent of working 8 hours per day for 44 weeks, or 1,760 hours.
- d) Teaching experience may be in any field and is defined as the equivalent of 4 periods or more per day for a 180-day school year.
- e) Work experience and teaching experience may be used for both range and step initial placement.
- f) The employee is responsible for getting all work experience or teaching experience verification letters and/or transcripts to the Personnel Office within 30 days of employment. Documentation provided after the filing period will be used to revise placement for the following school year.
- g) A pay warrant cannot be issued until all the necessary credential application documentation has been completed and filed with the County Office of Education in accordance with Ed Code 45034.

<b>RANGE I</b>	No education beyond H.S.	but, not a total of 5 years of experience, technical training, or teaching beyond that necessary for the Adult Education credential, which is 5 years
<b>RANGE II</b>	No education beyond H.S.	but, a combination of 5 years of work experience, technical training, or teaching beyond that necessary for the Adult Education credential
	AA or Equivalent	but, not a total of 5 years of work experience, technical training, or teaching beyond that necessary for the Adult Education credential
<b>RANGE III</b>	No education beyond H.S.	but, a combination of 10 years of work experience, technical training, and teaching beyond that necessary for the Adult Education credential
	AA or Equivalent	and, a combination of 5 years of work experience, technical training, and teaching beyond that necessary for the Adult Education credential
	BA	but, not a total of 5 years of experience, technical training, or teaching beyond that necessary for the Adult Education credential (5 years)
<b>RANGE IV</b>	No education beyond H.S.	but, a combination of 15 years of work experience, technical training, and teaching beyond that necessary for the Adult Education credential
	AA or Equivalent	and, a combination of 10 years of work experience, technical training, and teaching beyond that necessary for the Adult Education credential
	BA	and, a combination of 5 years of work experience, technical training, or teaching beyond that necessary for the Adult Education credential
	BA + 30	but, no work experience or technical training beyond that necessary for the Adult Education credential
<b>RANGE V</b>		Holds a valid K-12 California Teaching Credential and is designated as Highly Qualified. The class to be taught is one that would meet requirements for a high school diploma.

## **B. ADVANCEMENT**

- No advancement in step or range will be allowed until the documentation necessary to support the Professional Clear Credential application is on file in the County Office.
- Phase I, Phase II, the Health Course, the Constitution Test and/or any other required courses will not count for Range or Step advancement because they are required for obtaining the clear credential.

### **1. STEP ADVANCEMENT**

- After initial placement, one step advancement will be granted for each full year of teaching after all requirements have been met for a Professional Clear Credential. For step advancement purposes only, a full year of teaching is defined as the equivalent of 4 periods or more per day for a 180-day school year, and a full year of work experience is defined as the equivalent of 8 hours per day for 44 weeks, or 1,760 hours.
- Step advancement will also be granted for one year of part-time teaching and part-time work experience that equal one year or more collectively after all requirements have been met for a Professional Clear Credential. For example, a teacher who teaches 2 periods per day for a 180-day school year and works at least 880 hours in a field directly related to their Designated Subjects Credential would qualify for a step advancement.
- Part-time teaching and/or work experience may be combined over a five-year time period for advancement purposes.
- Teachers using work experience for advancement purposes must submit verification from their employer to the Personnel Office no later than September 10<sup>th</sup> of each school year. Work experience verification after that date will not be acceptable for advancement purposes until the next school year.
- Work experience and teaching experience may be used for either range or step advancement, but the same teaching or work experience cannot be used to satisfy both advancement requirements.

### **2. RANGE ADVANCEMENT**

- Range advancement will be granted for teaching, work experience, and education after all requirements have been met for a Professional Clear Credential. Following are the ways a teacher may achieve range advancement:
  - 1) Range advancement will be granted for coursework taken that results in an A.A. Degree or equivalent (60 semester units), a B.A. degree, or a B.A. + 15 units, after all requirements have been met for a Professional Clear Credential. Coursework must be pre-approved by the Superintendent or Adult Education administrator. (See pre-approval form on page 27 of the certificated handbook.)
  - 2) Range advancement will be granted for each full year of teaching after all requirements have been met for a Professional Clear Credential and after reaching the maximum step advancement. For range advancement purposes only, a full year of teaching is defined as the equivalent of 4 periods or more per day for a 180-day school year.
  - 3) Range advancement will also be granted for one year of part-time teaching and part-time work experience that equal one year or more collectively after all requirements have been met for a Professional Clear Credential and after reaching the maximum step advancement. For example, a teacher who teaches 2 periods per day for a 180-day school year and works at least 880 hours in a field directly related to their Designated Subjects Credential would qualify for range advancement.
  - 4) Part-time teaching and/or work experience may be combined over a five-year time period for advancement purposes.
- Teachers using work experience for advancement purposes must submit verification from their employer to the Personnel Office no later than September 10<sup>th</sup> of each school year. Work experience verification after that date will not be acceptable for advancement purposes until the next school year.
- Teachers using coursework for advancement purposes must submit original transcripts to the Personnel Office no later than September 10<sup>th</sup> of each school year. Transcripts submitted after that date will not be acceptable for advancement purposes until the next school year.
- Work experience and teaching experience may be used for either range or step advancement, but the same teaching or work experience cannot be used to satisfy both advancement requirements.

## **SUBSTITUTES**

1. Substitutes shall be paid at the standard substitute rate set by each district.

**Memorandum of Understanding (MOU)**  
Between the Lone Pine Unified School District (LPUSD)  
and the Southern Inyo Teachers Association (SITA)

Regarding After-School Credit Recovery

The following conditions are agreed to for the after-school credit recovery program during the 2025-2026, 2026-2027, and 2027-2028 school years:

During the first week of each school year, the District shall post the after-school credit recovery vacancy to all unit members via email. The vacancy shall close no later than five (5) days after the posting. Unit members shall be selected on the basis of seniority. Within five (5) days of the vacancy closing, the Superintendent shall notify unit member(s) selected for the needed position(s). Unit members hired to teach credit recovery courses shall do so on a voluntary basis only.

All pay for after-school credit recovery is in addition to regular salary and shall be at a unit member's regular hourly rate. Each unit member hired shall be paid for four (4) hours each week. This includes three (3) hours of student contact time and one (1) hour of paid prep each week. In addition, each unit member hired will be paid for (4) hours of set-up prep at the beginning of each semester for the purpose of readying courses and enrolling students in systems as needed.

Students will be required to attend after-school sessions each week as determined by their credit recovery teacher. Students are expected to attend as scheduled and continue their assigned work on their own until their next appointment. At the discretion of their teacher, students may be required to complete quizzes, tests, and selected assignments in person during their scheduled times. Teachers will determine the curricula and materials to be used for each course offered. Curricula may utilize textbooks, novels, and online resources such as UC Scout, Cyber High, OpenStax, and similar. Subjects that can be assigned for credit recovery are limited to English, social studies, science, math, and electives. In the case of electives, the unit member(s) hired will determine which subject/course each student will do.

Each credit recovery teacher will be assigned a maximum of twelve (12) students to work with. Should more than one unit member be hired, the District shall group students logically so that each unit member is responsible for covering the fewest possible number of subjects. Should more than twelve (12) students need credit-recovery, but only one unit member has expressed interest, that unit member shall have the option of being paid for five (5) hours per week for a total credit recovery caseload of up to sixteen (16) students. If this option is *not* exercised, the District shall have the right to seek fully credentialed personnel outside of the unit, each of whom may be assigned a caseload of no more than 12 (twelve) students.

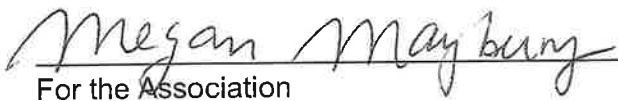
Students with excessive or unexcused absences from credit recovery shall be removed from the program. Likewise, students who fail to make satisfactory progress in a course shall be removed from the program. The credit recovery teacher shall make the final determination as to what constitutes satisfactory progress or excessive absences. Students removed from credit recovery shall be placed back in after-school credit recovery in subsequent semesters, but not again during the semester of removal.

The guidance counselor is responsible for informing unit members(s) of the students who need credit recovery and the course(s) needed by each, and upon receipt of the after-school schedule made by a unit member, informing students of their required appointment times and the expectations of the program. The guidance counselor is also responsible for counseling students in danger of being removed from credit recovery and contacting parents/guardians in such cases.

Whenever a student has completed a course in the program, their credit recovery teacher(s) shall submit a final grade report to the guidance counselor and site principal within ten (10) school days.

  
\_\_\_\_\_  
For the Association  
Bob Heist  
President, SITA

5-6-2025  
Date

  
\_\_\_\_\_  
For the Association  
Megan Maybury  
Lead Negotiator, SITA

5-6-25  
Date

  
\_\_\_\_\_  
For the District  
Edward Campbell  
Superintendent, LPUSD

5/6/25  
Date


**Memorandum of Understanding (MOU)**

Between the District and the Southern Inyo Teachers Association (SITA)  
Regarding High School Athletic Director for the 2025-2026 School Year

It is agreed that during the 2025-2026 school year, due to special circumstances not usually in force:

- It is impractical to arrange for a 4th-grade teacher to have an additional period duty-free beyond the usual preparation period required by the Bargaining Unit Contract.
- Provided that the 4th-grade teacher for 2025-2026 accepts the extra-duty position of Teacher/Athletic Director as listed in Appendix B (Extra Duty Salary Schedule) of the Bargaining Unit Contract, the Southern Inyo Teachers Association shall waive the "1 period duty-free for AD" provision usually required for a teacher holding that position.
- The teacher/athletic director in the limited case described above shall receive the entire stipend amount listed in Appendix B, but shall not receive any monetary compensation on account of the additional duty-free period being waived.

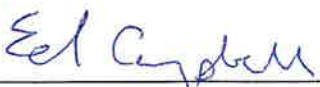
This MOU will be in effect only for the 2025-2026 school year.

  
\_\_\_\_\_  
For the Association  
Bob Heist  
President, SITA

5-21-2025  
Date

  
\_\_\_\_\_  
For the Association  
Megan Maybury  
Lead Negotiator, SITA

5-21-2025  
Date

  
\_\_\_\_\_  
For the District  
Edward Campbell  
Superintendent, LPUSD

5/21/2025  
Date

## Other Matters Agreed To:

All other terms and conditions of the 2021-2024 Collective Bargaining Agreement (Board Approved on January 24, 2024) not changed by this Tentative Agreement shall remain unchanged in the updated agreement.

The Parties agree to cooperate in preparing a final agreement that will contain the agreements set forth in this Tentative Agreement. The Parties acknowledge and agree that there may be certain language clean-up of a non-substantive nature that will be corrected in the final agreement. The Parties must mutually agree to any clean-up requests or the change shall not be made.

The on-schedule salary schedule increase shall apply to base salary and Professional Growth and is retroactive to July 1, 2024. All other provisions shall likewise be retroactive to July 1, 2024.

This Tentative Agreement is entered into pursuant to the provisions of Sections 3540-3549 of the California Government Code.

This Tentative Agreement is subject to ratification of the Association membership and the Lone Pine Unified School District Board of Trustees.

## Recommended for Ratification/Approval

FOR THE DISTRICT:

(Date) June 3, 2025  
Edward Campbell

FOR THE ASSOCIATION:

(Date) 6-3-2025  
Megan Mayberry