

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
LAKESIDE UNION SCHOOL DISTRICT
AND THE
LAKESIDE TEACHERS ASSOCIATION
CTA/NEA



JULY 1, 2023 – JUNE 30, 2026
(December 2025)

TABLE OF CONTENTS

ARTICLE		PAGE
I	INTRODUCTION	1
	Definitions	1
II	SALARY	3
	Stipends	3
	Positions	4
	Mileage	5
III	HEALTH AND WELFARE BENEFITS	6
IV	CLASS SIZE	8
V	HOURS	9
	Work Year	9
	Preparation Time	10
VI	LEAVES OF ABSENCE	12
	Sick Leave	12
	Personal Necessity Leave	13
	Bereavement Leave	15
	Industrial Accident and Illness Leave	15
	Jury Leave	16
	General Leave	16
	Verification of Ability to Return to Work	16
	Provision of Fringe Benefits	17
	Transfer of Accumulated Sick Leave	17
	Verification of Use of Leave	17
	Parental Leave	17
VII	CERTIFICATED EMPLOYEE EVALUATION PROCEDURES	18
VIII	VACANCIES, REASSIGNMENT, AND TRANSFERS	21
	Vacancies	21
	Reassignment	22
	Transfers	23
IX	GRIEVANCE PROCEDURE	25
	Informal - Level One	26
	Formal - Level Two	26
	Formal - Level Three	27
	Formal - Level Four	27
	Formal - Level Five	27

X	FILES AND COMPLAINTS	29
XI	SAFETY CONDITIONS	31
XII	ASSOCIATION RIGHTS.....	32
XIII	DISTRICT RIGHTS.....	34
	Employee Discipline	34
	Grounds for Discipline.....	36
XIV	MISCELLANEOUS	38
XV	DURATION	39
XVI	PROFESSIONAL DEVELOPMENT	40
	Inservice Training	40
	Conference Attendance	40
	Professional Libraries	40
XVII	DUES DEDUCTION.....	41
	Dues Deduction	41
	Hold Harmless Clause	41
XVIII	JOB SHARING.....	42
	RATIFIED AND ACCEPTED	44
APPENDICES		
A	2025-2026 Certificated Salary Schedule 183 Work Days/7.5 Hours	
B	2025-2026 Certificated Salary Schedule 190 Work Days/8.0 Hours	
C	2025-2026 Certificated Salary Schedule Speech Pathologist	
D	2025-2026 Certificated Salary Schedule School Psychologist	
E	2025-2026 Certificated Salary Schedule Nurse	

ARTICLE I INTRODUCTION

A. This Agreement and the provisions contained herein constitute a bilateral and binding agreement by and between the **LAKE SIDE UNION SCHOOL DISTRICT** ("District" or "Employer") and the **LAKE SIDE TEACHERS ASSOCIATION/CTA/NEA** ("Exclusive Representative" or "Association"), an employee organization.

B. This Agreement is entered into pursuant to Sections 3540-3549 of the California Government Code ("the Act").

C. Definitions.

The following definitions shall apply to all Articles of this Agreement:

1. Daily rate of pay: An employee's annual salary divided by the number of duty days.
2. Day: Any day on which the District Office is open for business.
3. Duty day: A day when employees are required to be present.
4. Adjunct duties: Any duties which an employee is required to perform after the regular school day. These duties do not involve instruction of students.
5. Grievant: Any employee covered by this Agreement or the Exclusive Representative, either on its own behalf or on behalf of a specifically identified employee or employees.
6. Hourly rate of pay: An employee's daily rate of pay divided by the required number of hours in the employee's workday.
7. Immediate family: The mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee; the spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, aunt, uncle, niece, or nephew of the employee; or any relative living in the immediate household of the employee. Pursuant to Family Code Sections 297 and 297.5(a)-(c), or successor statutes if applicable, the term "spouse" includes a registered domestic partner.
8. Immediate supervisor: The lowest level administrator having immediate jurisdiction over an employee, who has been designated to administer grievances.
9. Instructional day: A day when students are required to be in attendance.

10. Paid leave of absence: A leave of absence granted by the District when the employee receives wages and all fringe benefits for the period of the leave.

11. Unpaid leave of absence: A leave of absence granted by the District when the employee receives no wages, fringe benefits, advancement on the salary schedule, bargaining unit seniority, or accrual of contractual benefits for the period of the leave.

ARTICLE II SALARY

A. The 2025-2026 Certificated Salary Schedules are attached as Appendices A through E and shall remain in effect for the 2025-2026 school year. The Parties agree to a one and one-half percent (1.5%) on schedule increase. For the 2025-2026 school year, bargaining unit employees will receive a one percent (1.0%) off-schedule salary payment. The off-schedule payment will be based on the July 1, 2025 – June 30, 2026 salary schedules.

1. Notice of intent to qualify for column movement shall be filed with the District by May 15 of each year. All work must be completed and verified by the following October 1.
2. Except for pass-fail courses, courses shall not be eligible for salary credit unless earned with a grade of "C" or higher.
3. Each bargaining unit member shall be responsible for:
 - a. Obtaining prior approval of course work from the District.
 - b. Verifying completion of all course work by submitting transcripts or grade reports.
 - c. Filing a request for change in salary classification by September 1.
4. Step and column advancement are additional financial liabilities to the District budget and shall be acknowledged as a part of any salary adjustment.

B. Time spent in unpaid leave status shall not count toward advancement on the salary schedule.

Stipends [Status Quo]

C. Stipends will be provided to eligible employees with full State certifications who provide the following services to the District. The stipends will be properly prorated for part-time employees. The Master's Degree stipend will be provided to employees with Master's Degrees from accredited colleges and universities in disciplines that are applicable to the District's educational programs.

Education Specialist Instruction	
Credential	\$2,000
Speech Language Pathology Services Credential	\$2,000
Master's Degree:	\$1,500

D. For the term of this Agreement, the District shall compensate bargaining unit members the following annual stipends for the extra-duty positions listed below:

Positions

ASB Advisor	\$1,500
Athletic Director	\$4,500 (Lakeside)
AVID Coordinator	\$2,000
Battle of the Books Coordinator	\$1,200 (at each school site)
Teacher Induction Program	\$1,750 (per teacher/limit 2 unless mutually agreed)
Camp KEEP (4 teachers)	\$1,250
Coach	\$1,500 per season/sport
Combo Teacher (Grades 1-5)	\$2,500
Mentor Teacher	\$1,500 (per intern/prorated for partial assignment)
After School Intervention Program	Extra duty rate of pay
Leadership Committee Member	\$1,200 (non-contract hours)
Lunch Time Games/Intramurals	\$1,500 per year (position responsibilities to be established by the District)
Music Director	\$4,500
Oral Language Coordinator	\$1,250 at each school site
PBIS Team Members	\$1,200
Science Fair Coordinators	\$1,250 at each school site
Spelling Bee Coordinator	\$1,250
SST Coordinator	\$3,000
Tobacco Use Prevention Coordinator	\$800

Extra Duty Pay [To be adjusted based on the on-schedule increase.]

Salary Schedule A: Step 1, Column VII	(\$48.38)
Salary Schedule B: Step 1, Column VII	(\$48.92)
Salary Schedule C: Step 1, Column I	(\$67.70)
Salary Schedule D: Step 1, Column I	(\$63.47)
Salary Schedule E: Step 1	(\$56.70)
Salary Schedule F: Step 1	(\$67.47)

The District will schedule IEP, SST and 504 meetings to start no earlier than 8:00 AM for middle school and no later than 2:45 PM for all grade levels. General Education classroom teachers attending an IEP, SST or 504 meeting that extends thirty (30) minutes beyond their workday will be compensated at the extra duty in 15 minute increments.

Extra duty will be paid only for work performed by bargaining unit members outside of their contractual workday and approved or directed by the District in advance of the assignment.

All certificated stipends will be negotiated and included in this Agreement prior to posting and paying certificated employees.

Extra duty and summer school positions will be limited to two-year terms for incumbents. At the completion of a two-year term, incumbents may reapply for their current extra duty or summer school position, but newly qualified/credentialed applicants will have the first right of refusal to the extra duty or summer school positions over incumbents. Prior and recent experience will be considered in selection of applicants.

Summer school positions will be posted. Current District teachers will have priority over non-unit members for summer school positions. Seniority will be granted for summer school positions by Primary (K-3), Intermediate (4-6), and Middle School (7-8). In addition to District seniority, the selection criteria will include appropriate credential and recency of teaching experience in the grade level or subject area to be taught in summer school. Summer school teachers will be paid for two and one-half hours of preparation time for the summer school session at the current extra-duty rate of pay.

Mileage

E. Certificated employees who are required to travel between the schools or to other approved locations to complete their assigned duties (e.g. home visits), must request to use a District vehicle through the Superintendent prior to using his/her own vehicle. If the District vehicle is not available, the unit member will be reimbursed at the Board approved mileage rate for all properly documented mileage.

New Hires

F. The District will grant all years of service credit for accredited public school teaching experience in determining initial salary placement for new certificated and credentialed employees whose first day of District-paid service begins on or after July 1, 2026. The teacher will be placed on the appropriate step of the appropriate column on the salary schedule. This is a negotiated alternative for initial placement in accordance with Education Code Section 45028(b) which permits a negotiated increase to the number of years of service credit allowed for initial placement on the salary schedule without violating the uniform salary schedule requirement of Education Code Section 45028(a)(1).

ARTICLE III HEALTH AND WELFARE BENEFITS

A. The District “cap” on health and welfare premiums of \$20,568.36 will be the maximum District contribution for the 2025-2026 benefit plan year.

1. The medical insurance plans offered shall be the SISC Prudent Buyer PBC-100D (\$20) co-pay plan with a \$9-\$35 prescription benefit, SISC Prudent Buyer PBC-90C with a \$7-\$25 prescription, and SISC Prudent Buyer PBC-80E with a \$9-\$35 prescription benefit. Any premiums in excess of the District “cap” delineated in paragraph A above shall be the responsibility of the individual insured employee.

2. The SISC Delta Dental program shall be provided to unit members and eligible dependents. The Delta Dental Preferred Option and Anthem Dental (DHN 4000; Ortho 2000) will be made available to unit members.

3. The SISC VSP Vision program Plan C, \$10 deductible, shall be provided to unit members and eligible dependents.

4. The District provides \$65,000 in Basic Life Insurance through Anthem Blue Cross.

B. No in-lieu payments or contributions to programs other than those which the Employer provides above shall be paid by the Employer for any bargaining unit members who elect not to subscribe to the benefits provided by this Article.

C. The Association recognizes that health and welfare premiums are an integral part of any salary package agreed to by the parties. The District's monthly premium contribution for the Health and Welfare benefit plan specified in this Article shall continue in effect, unchanged, unless modified in the negotiation of a successor Agreement. The health and welfare plan will be modified only through mutual agreement of the parties.

D. The District agrees to provide medical/hospitalization insurance (SISC - Blue Cross) for any unit member, employed by the District on or before June 30, 2009, who retires from the District under the provisions of the California State Teachers' Retirement System provided the unit member has attained age 55, but is not older than 65, and has completed 15 years of full-time service (ten or more months of service per school year) to the District. The Plan shall be the same as that provided for current active employees.

The District agrees to continue the benefit until the retiree attains age 65 and/or becomes eligible for Medicare. The program shall terminate should the retiree return to regular school employment or upon the retiree's qualification for Medi-Cal or other medical reimbursement plan. The plan shall be the same as that provided for current active employees.

ARTICLE IV CLASS SIZE

It is the District's intent to maintain a ratio of students to teachers that is supported by state funding or mandated by regulations or statutes.

1. At each school site, the administrator shall attempt to establish an equitable distribution of students based upon each grade level or subject area. Any material deviation shall be subject to consultation between the administrator and teacher of the affected grade level or subject area.
2. Effective with the 2022-23 school year, TK class size will be a maximum student-adult ratio of 12:1 and a maximum classroom enrollment of 24 students.
3. The K-3 school site average class enrollment shall be Grade Span Adjustment ("GSA," currently 24 students) plus two students per classroom teacher, excluding physical education, music, special education, and resource education teachers. These K-3 school site average class enrollment goals apply to Suburu School and Lakeside School. The K-3 school site average class enrollment goals set forth above will remain as long as GSA funding is available.
4. K-3 teachers who have students over 27 shall be compensated \$5 per day per student over 27.
5. Compensation for K-3 teachers will begin after the first thirty days of instruction when class size exceeds 27.
6. Teachers are required to submit a timecard on a monthly basis for overage pay.
7. The Association will cooperate with the District in adjusting the K-3 averages in order to remain qualified to receive Grade Span Adjustment funding as required by the Local Control Funding Formula.

ARTICLE V HOURS

A. Bargaining unit members shall be on duty and shall perform assigned tasks as directed by the District. The length of the bargaining unit member's normal workday, including preparation time, lunch and relief periods shall be seven and one half (7 1/2) hours.

Bargaining unit members may be required to attend up to one (1) faculty meeting per month which may extend one hour beyond the normal workday.

B. The District shall be entitled to require a bargaining unit member to engage in adjunct duties/additional events beyond the regular workday for which the teachers shall receive no additional compensation.

1. Such adjunct duties/additional events shall include but not limited to, faculty meetings, parent conferences, parent grade meetings, Christmas Programs, bus duty, sidewalk, cafeteria and playground duty.

2. Teachers are encouraged to be represented and to participate in parent organization meetings and activities.

3. Bargaining unit employees are required to attend Open House, Back-to-School Night and five (5) hours participation in adjunct duties/additional events after contract time. The sign-up sheet for adjunct duties/additional events will be distributed simultaneously to bargaining unit employees in electronic format.

4. Stipend positions do not qualify as adjunct duties or additional events.

C. All teachers shall be regularly assigned a duty-free uninterrupted lunch period which shall not be less than 30 minutes.

Work Year

D. The work year shall be 183 workdays for returning bargaining unit members and 185 workdays for unit members in their first year of service. Each full-time unit member shall provide 180 days of student instruction. The workdays beyond the 180 days of instruction requirement of Education Code Section 46200 shall be assigned by the Superintendent.

Of the days that are scheduled prior to the first day of student attendance, one will be reserved for teacher room preparation. The Lakeside Teachers Association will be permitted to hold a teacher-only meeting for at least one hour. One mandatory Staff Development Day will be scheduled during the first semester. Absent teachers will be allowed to makeup the Staff Development Day by completing activities with prior District approval.

E. Employees shall provide the students with the following minimum amounts of instruction for the respective grade levels which will meet or exceed the requirements of Education Code Section 46201.

<u>Grade</u>	<u>Minutes/Day</u>
TK-K	240
1-3	275
4-8	315

F. Minimum school day schedules shall be implemented on the day before Thanksgiving vacation, Christmas vacation and Easter vacation. The last day of school for students shall be a noon dismissal day. Students in grades TK-6 will be dismissed at 1:00 pm and students in 7-8 will be dismissed at 2:00 pm. Bargaining unit members may leave 15 minutes after the students' dismissal on each of the three (3) aforementioned days. On the last day of school, early departure is only allowed if the "check-out" procedures have been completed. Minimum days that are scheduled for professional development the student dismissal times will be the same as above; however, the teachers will stay through their contractual time.

G. Parent conferences shall be held on a minimum day schedule for five days in the fall semester and for two days in the spring semester.

H. Unless the District assigns work to unit members during unassigned time, the unassigned time shall be used as preparation time. Unit members are not compensated for work assignments during unassigned time.

I. Unit members may leave work immediately after the dismissal of their classes for any required evening meeting except Back-to-School Night and Open House. Minimum days for students will be scheduled for Back-to-School Night and Open House.

J. School delays due to fog or other inclement weather conditions shall provide that unit members shall arrive at the work site at the normal reporting time unless travel is unsafe for the unit member. In any event, the unit member must arrive at least 15 minutes prior to the delayed arrival time for students.

K. Preparation Time

1. Preparation time for teachers of grades TK-8 to prepare lesson plans, tests, grades, and to perform other professional duties will be made available on a weekly basis as follows:

Grades TK-6 180 minutes per week minimum
Grades 7-8 180 minutes per week minimum

2. Teachers of grades 7-8 shall have one period per day designated as a preparation period. A teacher required to teach during a designated preparation period will be compensated at their hourly rate of pay for the time worked on the additional assignment.

3. TK-6 teachers who are assigned duties by the District and as a result do not receive 180 preparation minutes for the week will be compensated at the extra duty hourly rate of pay for lost preparation time.

4. The number of minutes per week shall be prorated by the number of student attendance days in that week and/or shortened days.

5. A teacher who is assigned to teach a class in lieu of their preparation period for the duration of the school year will be compensated at their hourly rate for the time worked on the additional assignment.

ARTICLE VI LEAVES OF ABSENCE

Sick Leave

A. Every full-time regular employee shall be entitled to ten days of sick leave for each year of employment.

1. An employee may use accumulated sick leave at any time during the school year for accident, illness, or quarantine for his/her family members.

a. Unused sick leave shall accrue from school year to school year.

b. The District shall provide each employee with a written statement of accumulated and credited sick leave for the current school year.

2. Sick leave shall be taken in units of one half day for any absence from assigned duties where a substitute is needed. Employees shall normally contact the Principal or designee prior to 6 a.m. on the date of absence.

3. The employee must notify the Principal or designee of his/her intention to return or not return by 2 p.m. on each day of absence.

4. Female employees shall be entitled to utilize sick leave for the period of time required to be absent due to pregnancy or childbirth.

a. The period of leave, including the date upon which the leave shall begin, shall be determined by the employee and her doctor, based solely on the employee's physical ability to render service to the District.

b. A statement from the employee's doctor as to the beginning date of the leave shall be filed with the Superintendent.

c. The date of the employee's return to service shall be based upon her doctor's analysis and written verification of the bargaining unit member's physical ability to render unrestricted service to the District.

5. Extended Sick Leave. Pursuant to Education Code Section 44977, when an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from duty for an additional period of five school months, the amount deducted from the employee's salary for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee or the amount that would have been paid to the substitute had one been employed.

- a. If the school year ends before the five-month period is exhausted, the balance of the five-month period is carried over to the following school year.
- b. As provided by Education Code 44978.1, when a teacher exhausts the extended sick leave period, the teacher shall be placed on a re-employment list for a period of 24 months if the teacher is on probationary status, or for a period of 39 months if the teacher is on permanent status.
- c. The teacher's return to work shall be as provided by Education Code Section 44978.1.
- d. The District may require acceptable verification by a licensed physician's or practitioner's statement.

B. Personal Necessity: Unit employees who are regularly employed on a full-time basis and are absent from duty due to their own illness, injury, or necessity shall be granted 10 workdays per year as personal necessity leave. At the completion of the school year all earned but unused personal necessity days accumulate as sick leave. Unit employees must exhaust all personal necessity leave each year prior to using any accumulated sick leave.

1. Unit employees serving less than a full school year and/or employed on less than a full-time basis, shall be entitled to personal necessity leave in the same proportion that the time served bears to a school year of full-time service.

2. An employee's personal necessity leave shall be exclusive of all days he/she is not required to render service to the District.

3. Personal necessity may be granted upon request for a portion of a workday required to cover emergency occasions that are unavoidable and of a serious nature involving circumstances that the employee cannot be expected to disregard and that may not be conducted at a time other than regular duty hours.

4. Restrictions to the use of personal necessity leave following Education Code §44981 shall be:

a. The days shall be limited to the equivalent of the employee's contractual workday and shall be charged in one-day blocks of time.

b. No day before or day after any holiday or winter, spring, or summer recess may be utilized unless authorized in advance by the District.

c. Advance 72 hour written notice is mandatory.

d. A qualified substitute can be obtained.

e. Requests will be reviewed in the order received. Once the request is approved it will not be rescinded.

f. The number of requests for leave will not, however, adversely affect the operations of the District in the judgment of the on-site administrator. If the request is denied, the Superintendent or designee will communicate the reason for the denial to the affected employee. Requests will not be denied arbitrarily.

g. Personal necessity leave cannot be used for any stoppage or withholding of any kind of services in which employees have been assigned before, during and after the regular teacher's workday.

h. Personal necessity leave cannot be used for personal gain (i.e., substituting in another district or interviewing for a position in another district).

5. A written request for approval to take two or more consecutive personal necessity days shall be filed with the Superintendent or designee at least three days in advance of the day on which the personal necessity leave is intended to be taken. The Superintendent or designee will give a response to the employee within 2 school days of receiving the request.

6. If the need to utilize personal necessity leave is not known to the employee within the three-day notice requirement, the written request shall be made as much in advance as possible. If, due to circumstances beyond the employee's control, it is impossible to request advance permission and the employee determines to take time off, the employee shall give verbal notice to the site Administrator and file the leave request in writing immediately upon return to duty. The request shall specify the reason for the inability to file an advance notice, along with documents that support those reasons, if any. Approval for more than three (3) consecutive days will only be granted for compelling reasons including but not limited to a wedding, graduation, etc.

7. Unpaid Personal Necessity: At the discretion of the Superintendent or designee, bargaining unit members may be granted an unpaid personal necessity leave not to exceed 5 school days duration with prior written notice of at least five (5) days. In the case that prior written notice is not possible, the employee shall give verbal notice to the site Administrator and file the leave request in writing immediately upon return to duty. The request shall specify the reason for the inability to file an advance notice, along with documents that support those reasons, if any.

Bereavement Leave

C. Every employee shall be entitled to five (5) days of paid noncumulative leave of absence because of the documented death of any member of the employee's immediate family.

1. The District shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this paragraph.
2. This leave shall not be deducted from sick leave.
3. Documentation: The employee, if requested by the District, within 30 days of the first day of the leave, shall provide documentation of the death of the family member. For bereavement leave "documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. In the absence of available documentation, an employee may sign a written verification attesting to the death of an immediate family member and eligibility for bereavement leave.

Industrial Accident and Illness Leave

D. An employee shall be entitled to industrial accident or illness leave for any job-related accident or illness in the amount of up to 60 days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident. Such leave shall not be cumulative.

1. Such benefits shall be in addition to other sick leave benefits provided by the District.
2. When entitlement to this leave has been exhausted, other sick leave shall be utilized.
3. Employees shall report all job-related injuries and illnesses to the District within 24 hours of the occurrence whenever possible, regardless of whether or not medical attention is required or whether or not time is lost from work.

In the event the employee's injury or illness prevents the filing of the report within the time limit, the report shall be filed as soon as possible.

4. When a person employed in a position requiring certification qualifications is absent from duty because of an industrial accident or illness, the employee shall be paid such portion of the salary due the employee for any month in which the absence occurs as, when added to temporary disability indemnity, will result in a payment of not more than the employee's full salary.

5. For each day that the employee is absent and receiving Worker's Compensation payments, the District shall charge the employee's available leave only for that portion of a day represented by the difference between the full day's pay and the amount of daily pay represented by the Worker's Compensation payment endorsed to the District.

6. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave for the same illness or injury.

7. During any paid leave of absence, the employee 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 employee's appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

Jury Leave

E. Each employee shall be entitled to paid leave for as many days of jury duty as are required of the employee by the court. The employee shall sign over or pay to the District any fees paid for jury duty less any allowance for transportation, parking, and meals.

General Leave

F. An employee may apply for a leave of absence on an unpaid basis. The District may, at its discretion, grant an unpaid leave to an employee. The length of the leave, including its beginning and ending date, shall be specified by the District.

Verification of Ability to Return to Work

G. An employee who is absent at any time for surgery shall be required to furnish a physician's verification of the employee's ability to return to work and render service to the Employer.

Provision of Fringe Benefits

H. Employees on paid leaves of absence shall have health and welfare benefits as described in Article IV throughout the duration of the leave of absence. Employees on unpaid leaves of absence may, as long as the practice is allowed by the insurance company, continue their health and welfare program by paying to the District the amount of money equal to the premiums for the various fringe benefits.

Transfer of Accumulated Sick Leave

I. Certificated employees who have accumulated illness and accident leave with school districts or county superintendents in California may transfer the unused portion of such leave to the new district of employment. The responsibility for initiating the request for transfer rests with the employee.

Verification of Use of Leave

J. The District may require verification for the use of any leave.

Parental Leave

K. Leave will be provided to the extent required by Education Code Section 44977.5.

ARTICLE VII CERTIFICATED EMPLOYEE EVALUATION PROCEDURES

A. These provisions constitute the procedures to be utilized for the evaluation and assessment of the instructional performance of certificated employees as set forth in California Education Code Section 44660, et seq., or its successor, commonly known as the Stull Bill. The following provisions of Education Code Section 44664 (a)(3) will be implemented.

“44664

(a) Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows:

- (1) At least once each school year for probationary personnel.
- (2) At least every other year for personnel with permanent status.
- (3) At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001 (20 U.S.C. Sec. 6301, et seq.), as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.”

1. The established standards of expected student achievement adopted by the Board at each grade level in each area of study shall be utilized in the evaluation process.

2. The evaluation shall relate to:

- a. The progress of students toward the Board's established standards of expected pupil achievement.
- b. The instructional techniques and strategies used by the employee.
- 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 employee's responsibility.
- e. The employee's adherence to curricular objectives.

3. A formal evaluation in accordance with this Article shall be made for probationary employees at least once each school year and for permanent employees at least once every other school year and shall be transmitted to the evaluatee 30 days prior to the last date of student attendance.

4. It is the responsibility of the Principal to evaluate or provide for the evaluation of each certificated employee in the school.

B. Each employee shall select or develop tentative instructional goals and objectives for meeting the established standards of student achievement for each school year. The tentative instructional goals and objectives shall be submitted to the chief site administrator or designee by the end of the fourth week of school for approval or revision.

1. Employees who are hired after the beginning of school or employees whose job duties were modified during the school year shall have a reasonable amount of time beyond the fourth week to complete their tentative goals and objectives.

2. Before revising any employee's instructional goals and objectives, the chief site administrator or designee will schedule a meeting with the employee to discuss the final goals and objectives upon which the evaluation is to be based.

3. If the employee fails to submit tentative goals and objectives in a timely manner, or no agreement is reached as to such goals and objectives, the chief site administrator or designee shall establish them.

C. Prior to the initial evaluation for each school year, the evaluator and the employee shall meet for a pre-evaluation conference to discuss the instructional goals and objectives, the evaluation process, and communication procedures.

D. Prior to the initial written evaluation for the school year, there shall be at least two formal classroom observations by the evaluator which preferably cover the major portion of a class period.

A summation contact shall be held as soon as practicable following each formal classroom observation. The contact may be accomplished by a meeting or in writing. If the evaluator becomes aware of areas needing improvement during any observation, these areas shall be reduced to writing and given to the employee along with specific recommendations for improvement. The evaluator will make every effort to provide 24 hours' notice in the event of a cancellation of an observation appointment, except in the case of an emergency.

E. In the evaluation the evaluator shall cite specific qualities, abilities, examples of excellence, or deficiencies.

F. The employee and evaluator shall meet to review the evaluation as soon as practicable after its completion.

1. Following the review, the employee shall sign the evaluation to indicate that it has been reviewed, and that the employee has received a copy. The employee's signature does not necessarily signify agreement with the evaluation.

2. The employee may prepare and submit a written response to the evaluation within five days of the review. After the five-day response period has expired, the formal written evaluation shall be placed in the employee's file and any response shall become a permanent attachment to the evaluation form.

G. In the event the formal written evaluation indicates that an employee is not performing satisfactorily in any area, the evaluator shall describe the specific areas of unsatisfactory performance either in the evaluation or in a separate document.

1. After the initial evaluation for each school year, 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. The employee shall, after the meeting with the evaluator, develop a proposal which is designed to alleviate any unsatisfactory performance.

2. The evaluator may provide, or the employee may request, further continued periodic observations and conferences.

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

H. While a grievance may be filed alleging a violation of the procedural steps of this Article, no grievance may be filed regarding the contents of a written evaluation.

ARTICLE VIII VACANCIES, REASSIGNMENT, AND TRANSFERS

VACANCIES

A. A vacancy is any vacated or newly created position which the Board determines to fill.

1. Notices shall be posted for at least five days on the District's website.

a. Notices that are posted during the summer months shall be posted at the District Office and the website for a period of five days. During the summer months, the District will send copies of the notice to each employee who has a written request on file with the District.

2. The notice shall include items related to the criteria described in paragraph B.

B. Applications to fill a vacancy shall be considered and any decision thereon based on the following criteria:

1. Specific requirements of the position;
2. The needs of the instructional program;
3. Credential(s) held by the unit member;
4. Degrees held by the unit member;
5. Recency of training/experience;
6. Special skills/aptitudes;
7. Length of service with the District.

These factors shall be considered and used in a binary fashion and given equal weight in the decision.

C. If an applicant for a vacancy, transfer, or reassignment is not awarded the position, the unit member shall, upon request, be counseled as to the reasons for the denial and receive the reasons for the denial in writing. The reasons shall relate to the criteria in the posting. The unit member must make his/her request within ten days of the denial and the District shall respond within ten days of the request.

D. Qualified unit member applicants shall be given preference in the filling of vacancies.

E. Upon the filling of a vacancy, the District shall submit the name of the person filling the vacancy to the President of the Association.

F. A unit member may request a transfer or reassignment to take effect at the beginning of the next school year. The request shall be made on a form supplied by the District for this purpose and filed with the District Office.

REASSIGNMENT

G. Reassignment means a change of assignment within a school. A teacher may be reassigned within a school to another subject matter area or grade level assignment provided the reassigned position falls within the scope of the employee's credential(s) and voluntary reassignment requests are honored before making involuntary reassignments.

1. Voluntary reassignments shall be those initiated by a teacher.
2. Involuntary reassignments shall be those initiated by the District.

H. Reassignment shall not be made or denied for punitive, arbitrary capricious reasons.

I. A unit member may be reassigned to a position he/she did not request as long as the reassignment is based upon the following factors:

1. A decrease or increase in the number of students which requires a decrease or increase in the number of unit members pursuant to Article IV, Class Size.
2. Elimination of program(s) and/or funding.
3. Placement of personnel returning from leaves.
4. For certification adjustment if it is determined that there is a violation of credential authorization.
5. Performance renewal: A teacher may be reassigned no more than once every two years in order to provide a reasonable opportunity for improvement of performance. Reassignment for this reason shall be preceded by evaluations, conferences, and assistance in compliance with appropriate provisions of the Article on Evaluation Procedures.
6. The least senior employee's seniority.

J. The following criteria shall be used by the District in voluntary and involuntary (in the event of a tie) assignments and reassignments:

1. Specific requirements of the position;
2. The needs of the instructional program;

3. Credential(s) held by the unit member;
4. Degrees held by the unit member;
5. Recency of training/experience;
6. Special skills/aptitudes;
7. Length of service to the District.

These factors shall be considered and utilized in a binary fashion and given equal weight in the decision.

K. Except where it conflicts with the exceptions of certification adjustment and performance renewal, the District shall seek volunteers prior to making the reassignment. If no volunteers can be found, the reassignment shall be based on seniority, with the least senior teacher who is qualified being reassigned.

L. Within ten days of the notification of reassignment, a teacher who is to be involuntarily reassigned shall be given the reasons, in conference and/or in writing, for the reassignment.

M. Unit members who are reassigned after September 1 of each school year shall be notified at least five days in advance of the effective date of the reassignment. Unit members shall be allowed up to three duty days of release time for purposes of preparation and orientation to the new position.

TRANSFERS

N. A transfer is defined as an action taken by the District to move a unit member from one school to another school. A unit member may request a transfer only once every two (2) years provided that the request is granted by the District.

O. A unit member may be transferred only for the following reasons:

1. A decrease or increase in the number of students which requires a decrease or increase in the number of unit members pursuant to Article 6, Class Size.
2. Elimination of program(s) and/or funding.
3. Placement of personnel returning from leaves.
4. Certification adjustment if it is determined that there is a violation of credential authorization.
5. School closure.

P. Performance Renewal: A teacher may be transferred no more than once every two years in order to provide a reasonable opportunity for improvement of performance.

Transfer for this reason shall be preceded by evaluation, conferences, and assistance in compliance with appropriate provisions of the Article on Evaluation Procedures.

Q. Except where it conflicts with the documented educational needs of students or exceptions of certification adjustment, performance renewal, and school closure, the District shall seek volunteers prior to making the transfer. If no volunteers can be found, then transfers shall be based on seniority, with the least senior teacher who is qualified being transferred.

R. The following criteria will be used by the District in the voluntary and involuntary (in the event of a tie) transfers:

1. Specific requirements of the position;
2. The needs of the instructional program;
3. Credential(s) held by the unit member;
4. Degrees held by the unit member;
5. Recency of training/experience;
6. Special skills/aptitudes;
7. Length of service to the District.

These factors shall be considered and used in a binary fashion and given equal weight in the decision.

S. Within ten days, a teacher who is to be transferred shall be given reasons, in conference and/or in writing, for the transfer.

T. Transfers shall not be made for punitive, arbitrary, or capricious reasons.

U. Teachers who are transferred after September 1 of each school year shall be notified at least five duty days in advance of the effective date of the transfer. Unit members shall be allowed up to three duty days of release time for purposes of preparation and orientation to the new position.

ARTICLE IX GRIEVANCE PROCEDURE

A. A "grievance" shall mean an allegation by a teacher that there has been a violation of an express provision(s) of this Agreement. The Exclusive Representative agrees that this procedure shall be the sole means of adjudicating alleged violations of this Agreement and no other legal proceeding shall be utilized prior to completion of this procedure. No issues outside this Agreement may be subject to the grievance procedure.

B. A teacher may elect to be represented by the Exclusive Representative at all formal levels of the grievance procedure and must inform the Employer in writing of such election prior to the meeting.

C. A bargaining unit member may present a grievance to the Employer and have such grievance adjusted without the intervention of the Exclusive Representative.

D. The teacher and a designated bargaining unit representative, if any, participating in the processing of the grievance, shall suffer no loss in pay if meetings or appointments are mutually scheduled by the Employer and the Exclusive Representative.

E. At all levels of the grievance procedure, the bargaining unit member shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.

F. Time limits may be extended or shortened by written mutual agreement of the bargaining unit member and the Employer.

G. Failure of the bargaining unit member or the Exclusive Representative to adhere to the time limits of this Article shall constitute a waiver of the grievance and acceptance of the Employer's action or decision at the appropriate level.

H. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding.

1. No new information, statements, or charges may be introduced by the unit member at any level. The issue shall be determined on the basis of one, and only one, set of facts and allegations.

2. Once a grievance has been resolved, or a final decision rendered, the bargaining unit member shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.

I. No reprisal will be taken by either party against any participant in the grievance procedure.

J. All written materials pertinent to a grievance, except decisions which affect the bargaining unit member's employment status shall be filed separately from the personnel file of the bargaining unit member or any participant.

K. Until final disposition of the grievance takes place, the bargaining unit member shall conform to the original direction of the Employer.

Informal - Level One

L. A bargaining unit member who believes that a violation of this Agreement may have occurred shall discuss the matter with the immediate supervisor after filing a written meeting request within ten days of the alleged violation. The immediate supervisor shall investigate the matter and shall respond verbally within two days of the meeting.

Formal - Level Two

M. Within ten days of the informal meeting, the bargaining unit member may file a written grievance, on forms mutually agreed to by the parties and appended to this Agreement, with the immediate supervisor.

1. The grievance shall contain the following minimum information:
 - a. The bargaining unit member's name.
 - b. The date of the filing.
 - c. The date of the alleged violation.
 - d. The specific article(s) and/or section(s) of the Agreement which are claimed to have been violated.
 - e. Brief description of the alleged violation.
 - f. Brief synopsis of the informal conference.
 - g. The specific relief requested.
2. Grievances not containing the minimum information shall be rejected as being improperly filed and shall not extend time limits if so rejected.

3. Within ten days of receipt of the grievance by the supervisor or within ten days of a formal conference, if one is requested, a written decision should be issued to the bargaining unit member.

If a written decision is not issued within the time limit, the grievance is denied and the bargaining unit member may appeal to the next level.

Formal - Level Three

N. In the event the grievance is denied at Level Two, a Level Three written grievance shall be filed with the Superintendent within ten days of the issuance of the Level Two denial or the deadline for the Level Two decision.

1. The filing shall contain all materials utilized in the prior levels, including decisions rendered, if any, and a specific and concise statement of the reason for the Level Three filing.

2. The Superintendent shall meet with the bargaining unit member within ten days of receipt of the grievance.

3. Within ten days of the meeting specified in paragraph 2 above, the Superintendent shall transmit a written decision to the bargaining unit member.

Formal - Level Four

O. The parties shall request the services of a mediator from the California State Conciliation Service within five school days following written notice from the grievant that he/she is not satisfied with the decision at Level Three. The parties shall attempt to mediate a settlement of the grievance. In no instance will the form or matter of the discussion and/or proposals during the mediating process be revealed. Only the terms of a settlement, if any, may be revealed.

Formal - Level Five

P. In the event the Association is not satisfied with the result at Level Four, it may, within five days of completion of the Level Four proceedings, submit the grievance to arbitration through the California State Conciliation Service. If the grievant is satisfied with the result at Level Four, or any prior level, the Exclusive Representative is barred from instituting the arbitration procedure.

Q. The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s).

R. The arbitrator shall have no power or authority to hear cases challenging any of the following:

1. The termination of services or failure to reemploy a probationary employee.
2. The placement of an employee on probationary status.
3. The termination of services or failure to reemploy any employee in a position for which extra compensation is received.
4. The content of the employee's evaluation.
5. The District's promulgation of rules, policies, or procedures for the implementation of this Agreement.
6. A decision, action, or inaction of the District if such is appealable to a state or federal regulatory body or court.

S. After a hearing on the merits of the grievance, the arbitrator shall render a written award which sets forth findings of fact, reasoning, and conclusions on the precise issue(s) submitted.

1. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement and shall not substitute the arbitrator's judgment for that of the District.
2. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedure contained in this Agreement.
3. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.
4. The arbitrator's award may include restitution, financial reimbursement, or other proper remedy.

T. The award of the arbitrator will be submitted to the Board of Trustees for implementation.

U. The costs of the arbitration proceeding, including filing fees and fees and the per diem charges of the arbitrator shall be borne equally by the parties.

V. Each party shall be responsible for the costs of presenting its case.

ARTICLE X FILES AND COMPLAINTS

A. The Board shall not base any disciplinary action against a teacher upon materials which are contained in such teacher's personnel file unless the materials had been placed in the file within a reasonable time following the incident giving rise to such materials and the teacher had been notified at such time that such materials were being placed in the file.

B. A teacher shall be provided a copy of any negative or derogatory written material before it is placed in the teacher's personnel file. A teacher shall also be given an opportunity during the workday and with compensated release time to initial and date the material. A teacher may prepare a written response to such material. The written response shall be attached to the material.

C. Upon written authorization by the teacher, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such teacher's personnel file.

D. The person or persons who place material in a teacher's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file. Hearsay information will not be used in complaints, evaluations or personnel files.

E. Access to personnel files shall be limited to members of the District administration on a need-to-know basis. Individual Board of Education members may review a teacher's file only when specifically directed to do so by the Board of Education. The contents of all personnel files shall be kept in the strictest confidence.

F. The District shall maintain the teacher's official personnel files at the District's central office.

G. Any written citizen or parent complaint about a teacher shall be reported within 15 workdays of the incident to the teacher by the administrator or board member receiving the complaint. A copy of the written complaint shall be provided to the teacher. No action will be taken against the teacher based on any complaint unless the complaint is in writing, is dated, and signed by the complainant(s).

1. The teacher shall be allowed to prepare a written response to the complaint. The response shall be attached to the written complaint. If no written complaint is received, the matter shall be dropped.

2. The written complaint and the attached response shall be placed in the teacher's personnel file. If the teacher challenges the truth of the allegations contained in the complaint, the Superintendent or designee shall commence an investigation of the allegations. If the allegations are found to be untrue, the District shall order immediate destruction of the written complaint.

3. Complaints substantiated by the investigation and not invalidated by subsequent litigation in a court of appropriate jurisdiction shall become a permanent enclosure in the teacher's personnel file.

4. Grievances may be filed over alleged improper application of procedures outlined in paragraphs G.1. through G.3., supra, but shall not be filed regarding the contents of a written complaint.

H. At the written request of the teacher, the District will request that the complainant attend a conference with the teacher and administration at a mutually agreeable time. The teacher shall be entitled to have an Association representative present at such meeting.

ARTICLE XI SAFETY CONDITIONS

A. Teachers shall be safety conscious in their own conduct and actions and cooperate with the District in the implementation of its safety program.

B. Teachers shall report orally and in writing any unsafe or unhealthy conditions directly to the building principal. The District shall promptly conduct an investigation of a teacher's report and promptly take appropriate corrective measures. Results of the investigation and the action taken shall be reported to the teacher.

Teachers shall not be required to work under unsafe conditions or to perform tasks which endanger their health and safety.

C. An employee shall immediately report any assaults in connection with their employment to the principal or immediate supervisor who shall immediately report the incident to the appropriate law enforcement agency.

D. Any employee may exercise the same degree of physical control over a pupil that a parent would be legally privileged to exercise, but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils.

ARTICLE XII ASSOCIATION RIGHTS

A. The Exclusive Representative shall have the right to post notice of activities and matters of organization business on a bulletin board at each school site and in the faculty lounge.

B. The Exclusive Representative may use the employees' mailboxes for communication with employees.

Such material placed in employees' mailboxes shall be dated, signed by an official of the Exclusive Representative, and give the name of the Exclusive Representative.

C. Authorized representatives of the Exclusive Representative shall be permitted to transact official business on school property at reasonable times. Association representatives shall notify the superintendent or his designee before entering a school site.

D. A list of current employees with their addresses shall be provided to the Exclusive Representative at no cost by October 15 of each school year.

E. Upon the written request of the Association, the District shall provide the Exclusive Representative President a copy of the Board agenda and support material, with the exception of personnel matters, within 48 hours of the regular scheduled meetings and 24 hours of any specially called meetings.

F. The Exclusive Representative may place an item on the agenda at each regular Board meeting provided that the Exclusive Representative President has informed the Superintendent no later than 72 hours prior to the scheduled meeting. If no request has been made, the Exclusive Representative shall be entitled to participate in the Oral Communication section of the published agenda or on any item that is on the agenda.

G. The Exclusive Representative shall have the right to use the Employer's equipment, including typewriters and duplicating equipment that are not located in District offices. The Exclusive Representative shall furnish or pay for the use of any supplies.

H. Upon written request, the District shall furnish the Association with one copy of public documents in its possession which reasonably relate to negotiations and the Association's role, except those communications between the District and its negotiators or the District and its legal counsel.

I. At the beginning of each school year, the District will produce and the Lakeside Teachers will distribute a copy of this Agreement to each unit member.

J. The Association President and Bargaining Team shall meet monthly during the school year with the Superintendent and/or designees to discuss items including Common Core Standard Implementation, the LEA plan, the LCAP, consultable items described in Government Code 3543.2(a) and any other items of interest to the District or the Association.

ARTICLE XIII DISTRICT RIGHTS

A. The Association understands and agrees that consistent with the laws of the State of California, the rights, power, prerogative, and authority to manage, control, and direct the operations and affairs of the District are reserved exclusively to the District and the Board of Trustees, except as those or any other heretofore unspecified rights, powers, prerogatives, and authorities are by this Agreement expressly and specifically limited, abridged, or modified by this Agreement, and then only in the manner and to the extent authorized by law.

B. There shall be no grievance filed alleging a violation of the terms of this Article unless it is alleged that the exercise or failure/refusal to exercise any reserved right, power, prerogative and/or authority has resulted in an alleged violation of another Article of this Agreement.

Employee Discipline

C. For the purposes of this section, “discipline” will mean any adverse action, including a letter of warning, a written reprimand, or a suspension for a period of up to nine duty days, without pay, initiated by the District against a certificated employee. The District will issue a verbal warning prior to the placement of a written warning in the employee’s personnel file. A written warning will precede a written reprimand. A written reprimand will precede suspension. The level of discipline may be adjusted to be appropriate to the seriousness of the violation(s), i.e., even though it is a first offense, a serious offense may warrant a suspension as determined by the Superintendent subject to paragraph F of this Article.

1. The provisions of this Article shall not apply to a verbal warning, a “Notice of Unprofessional Conduct,” or a “Notice of Unsatisfactory Performance,” as set forth in Education Code Section 44938, or to any proceeding that arises out of the issuance of such a notice.

2. The procedures outlined in this Article are a collectively bargained alternative to the process delineated in Education Code Section 44934. By accepting this Article in full, the parties acknowledge and agree that this Article eliminates the District’s right to suspend employees using the process outlined in Section 44934.

3. This Article shall become effective July 1, 2015, and shall not be used to take any adverse action against an employee for acts occurring before acceptance of this Agreement for conduct known by the District, or conduct that the District reasonably should have known. The District retains the right to suspend employees using the process outlined in the Education Code for any conduct occurring before July 1, 2015.

4. The foregoing is not intended to restrict the District’s rights under Education Code Section 44944(b)(2)(B).

5. These procedures shall not be implemented by the District in a way that violates an individual teacher's rights provided by state or federal law.

D. No employee will be disciplined unless the following has occurred:

1. Employees have been given notice of conduct that might result in discipline being administered.

2. The Employer's rules or administrative directives are reasonably related to the orderly, efficient, and safe operation of the District or its schools.

3. Prior to administering discipline, the District fairly and objectively conducts an investigation to discover whether an employee to be disciplined did, in fact, violate or disobey a rule or reasonable directive of an administrator.

4. The District's investigation results in the collection of substantial evidence or proof that the employee committed the alleged violation.

5. The District's application of its rule, directives, and discipline to all employees is without discrimination.

6. The District's administration of any discipline reasonably relates to the seriousness of the employee's proven offense and the record of the employee's service with the District.

E. All disciplinary actions by the District will be for just cause and will be administered in accordance with the following:

1. Any matter that may result in discipline will be brought to the attention of the Superintendent or designee within five workdays of the specific acts or omissions or within five days after the district knew, or should have reasonably known, about the facts or omissions causing a need to consider disciplining an employee.

2. The Superintendent or designee will investigate the matter and discuss it with the employee or, if requested by the employee, with the employee and a representative, within five workdays after the matter has been brought to the attention of the Superintendent. The employee will be informed of the right to be accompanied to the discussion by an Association representative. If the employee elects not to bring a representative, the employee will sign a statement to that effect.

3. As part of the investigation, the employee will be notified in writing of the allegations and will be given an opportunity to respond and comment on the appropriate disposition. The Association President will receive a copy of the written allegations concurrent with the employee's receipt of the allegation. Any investigation not involving law enforcement shall not exceed 30 workdays.

4. Within five workdays of conclusion of the investigation, the Superintendent or designee will give the employee and the Association written notice of the intended disciplinary action.

a. The notice of disciplinary action will be personally served on the employee and will be signed for and dated upon receipt, or it will be sent by United States Certified Mail, return receipt requested, addressed to the employee's last known address.

b. When the employee has utilized the services of a representative during the investigation, the representative will also be sent a copy of the notice.

c. The notice of disciplinary action will inform the employee of the charges as well as the effective date of discipline. The notice will contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause for the action taken, and if it is claimed that an employee has violated the rule or regulation will be set forth in the notice. The notice will include copies of any document upon which the intended discipline is based and the proposed discipline.

d. The notice will inform the employee of the right to appeal the proposed disciplinary action by having the Association file a Level III grievance on the employee's behalf. The Level III grievance shall be filed within 10 duty days after the notice is served. If a grievance is filed, the proposed disciplinary action shall be stayed until the grievance process is completed. Failure to file a grievance shall constitute a waiver of the right to an appeal and the discipline shall be final.

5. All information and proceedings regarding any of the above actions or proposed actions will be kept as confidential as possible by all parties to the proceedings. The notification to the employee and the Association described in paragraph C. 4.a-d of this Article will not be considered a violation of confidentiality.

Grounds for Discipline

F. Employee conduct that may result in a written reprimand or in a suspension without pay:

1. Excessive, repeated, patterned, or unexcused absences.
2. Excessive, repeated, patterned, or unexcused tardiness.
3. Insubordination (refusal to follow the lawful direction of a supervisor) (**).
4. Negligence or willful damage to public property or waste of public supplies or equipment.
5. Possession and/or consumption of alcoholic beverages or intoxication on district premises or while on duty at any location (**).
6. Possession of any narcotic, restricted dangerous drug, or other controlled substance which is regulated by the California Uniform Controlled Substances

Act on district premises, or while on duty at any location, unless such possession is under a valid written prescription (**).

7. Consumption of or intoxication due to the use of any narcotic, restricted dangerous drug, or other controlled substance which is regulated by the California Uniform Controlled Substances Act on District premises or while on duty at any location (**).

8. Unauthorized use of another employee's password to gain access to the district computer system.

9. Accessing confidential or private information stored on district servers or computer files of others for an impermissible purpose.

10. Attempting to bypass or evade or bypassing or evading the district filter system, including downloading software in violation of copyright.

11. Intentionally accessing pornographic websites, photographs, or information (**).

12. Violation of the District's policy on sexual harassment.

13. Act of physical violence against a student, parent, employee of the District, or any other person except as referred to in Education Code Section 44807 or in violation of the provisions of Education Code Section 9001 (**).

14. Oral or written attack that could reasonably be construed as threatening and the use of expletives/epithets directed against a student, parent, employee of the District, or any other person (**).

15. Use of district time, facilities, equipment, or supplies for private gain.

16. Duplication of any key to a district facility without proper authorization.

17. Misappropriation or mishandling of district or student body funds resulting in loss (**).

18. Theft (**).

19. Possession of a firearm on school property (**).

(**First offense may result in a suspension.)

ARTICLE XIV MISCELLANEOUS

A. Except by mutual agreement, the parties expressly waive and relinquish the right to meet and negotiate further with respect to any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time they met and negotiated on and executed this Agreement, even though such subjects or matters were proposed and later withdrawn.

B. The District is not bound by any practices, understanding, or agreements which were in effect prior to June 30, 2013.

C. This Agreement is the total collective bargaining contract between the parties, and expresses all agreements regarding negotiated conditions of employment. The parties further stipulate that no other understandings, agreements, or side letters exist which in any way alter or amend the terms of this Agreement.

D. In the event that any provision of this Agreement is held invalid by a court of final appellate jurisdiction, such decision shall not invalidate any other provisions of this Agreement and all remaining provisions shall remain in full force and effect.

E. The parties shall meet not later than ten days after such court decision to renegotiate the provision(s) affected.

F. The Association agrees to bargain only with the Board of Trustees' designated representative. The Association will not discuss any negotiations matter with individual Board members nor will it attempt to engage the Board in negotiations.

G. The Association agrees that during the life of this Agreement, neither it nor any member of the bargaining unit will encourage, condone, participate in, or otherwise support any strike, work stoppage, slowdown, "sick-in," or picketing, or fail or refuse to faithfully and fully perform assigned duties and responsibilities.

H. Any changes of teacher benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties, within ten days of such amendment or repeal, to negotiate for the purpose of restoring such benefits in this Agreement.

ARTICLE XV DURATION

This Agreement shall be in full force and effect from July 1, 2023, through June 30, 2026. This Agreement shall remain effective during extended negotiations. For the 2024-2025 school year, the Parties are not limited to the number of articles that may be reopened. For 2025-2026 school year, the parties agree to reopen negotiations on Article II, Salary, Article III, Health and Welfare Benefits, and up to two additional articles for each party.

ARTICLE XVI PROFESSIONAL DEVELOPMENT

Inservice Training

A. All inservice programs shall be jointly developed, scheduled, and implemented by the Staff Development Committee.

B. The Staff Development Committee will be composed of the Superintendent or his/her designee, the site administrator(s), and one teacher from each site at each life level, i.e., Primary, Intermediate and Junior High. The teacher members of the Staff Development Committee shall be chosen by the Association.

Conference Attendance

C. Unit members who wish to attend a professional conference will submit a written request to the District within a reasonable time frame. The District will respond to the unit member in writing prior to the conference date. The Staff Development Committee, ("SDC"), will develop a form and criteria for the District to use in granting conference requests. The SDC will convene as soon as possible to develop inservice/conference application forms to be available to teachers to make application to attend inservices outside of the District. The District desires that its teachers remain current with methodologies and content for their respective grade levels/assignments. For inservice and workshops that are not provided by the District with inservice specific funds, the SDC will develop criteria and applications for teachers. These funds will provide over a period of time that all interested teachers will have the opportunity to attend workshops in their specialty areas. The names of teachers who are approved for conferences by the SDC will be submitted to the Superintendent/Board for informational purposes and for the District to secure substitutes for the teachers' classes. The SDC will meet monthly during the school year to review all applications and make selections based on the criteria for the specific conferences. The costs for substitutes will be included in the consideration for conferences.

Professional Libraries

D. The District will establish and maintain at each site, a Professional Resources Library for staff use. These libraries, which the Staff Development Committee will be in charge of, will contain current articles, journals, publications, etc., on the latest educational research, methodologies, and techniques. These libraries will also contain additional curriculum materials for teacher use, i.e., AIMS newsletters, state math replacement units, trade books, etc. A check out system will be in place so teachers may sign out materials.

ARTICLE XVII DUES DEDUCTION

A. Dues Deduction

1. The right of payroll deduction for payment of membership dues, initiation fees and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association.

2. Any 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 membership dues, initiation fees and general assessments of the Association. Pursuant to notification and direction from the Association, the District shall deduct the amount requested by the Association for each unit member identified and for the period of time set forth by the Association. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

3. With respect to all sums deducted by the District pursuant to this Article, the District agrees to remit such moneys promptly to the Association accompanied by alphabetical list of unit members, including their names, addresses and work locations for whom such deductions have been made and indicating any changes in personnel from the list previously furnished.

B. Hold Harmless Clause

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the dues deduction provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE XVIII JOB SHARING

A. Job sharing involves two permanent classroom teachers who share the duties and responsibilities for one full-time teaching position. The position must be shared in accordance with one of the following options:

1. Segmented instructional days; or
2. Division of instructional days within the school week.

B. Two teachers who wish to be a job share team for the following school year must submit a proposal to the District by January 15 of the current school year. If an existing job share team does not wish to continue in the assignment for the subsequent school year, the District must be notified by January 15 of the current school year. The District will provide notice to job share teachers by January 15 if the existing job share plan will not be continued for the following school year.

1. Each job share proposal is subject to approval by the Superintendent or designee.
2. No more than two job share teams shall be allowed at any school site during a given school year.
3. With each job share proposal, the team shall submit a signed job share contract form stating that the employees have reviewed this Article and agree to be bound by its terms. If the request is granted, the particulars of the team's service (i.e., times/dates of teacher, adjunct, and other required duties) shall be attached to the job share form and returned to each employee.
4. Each approved job share plan shall be for one school year at a time. The District will review the success of a particular job share plan if the job share team requests an extension for a subsequent school year.
5. Following completion of the job share assignment, each member of the job share team shall have continuing employment rights with the District equal to his/her individual percentage of the job share (i.e., a teacher in a 50-50 job share assignment will be placed in a part-time [.50 FTE] teaching position until he/she applies for and is placed in a full-time assignment).

C. If a job share proposal is approved, the following conditions apply:

1. With regard to wages set out in Article II of this Agreement, each team member shall be paid proportionately with the segmented instructional day or division of instructional days for the 183-day work year (e.g., 91.5 days [or equivalent] equals 50 percent of the employee's regular full-time wage). For the

purpose of salary schedule step movement, if the job share is based on division of instructional days, two years of job sharing equals one step.

2. With regard to the insurance benefits package set out in Article III of this Agreement, a team member assigned to 50 percent or more of the instructional assignment shall be eligible for a pro rata portion of the District's contribution based on the percentage of job share.

3. Each team member shall attend all school orientation meetings, Back to School Night, Open House Night, and staff inservice meetings.

4. If the District requires a job share teacher to attend professional development on an off-duty day, the District shall compensate the unit member at the daily rate. The District will provide timely notice of the need to attend professional development on an off-duty day.

5. Leave of absence benefits set out in Article VI of this Agreement shall be credited and utilized on the same basis as the wage calculation set out in Paragraph C.1 of this Article.

6. If one member of the job share team goes on an extended leave (e.g., pregnancy disability), the remaining team member shall fill the long-term substitute position at his/her daily rate of pay.

7. If one of the team members resigns or returns to full-time employment prior to completion of the job share assignment, the position being shared shall be filled on a full-time basis by the remaining team member.

D. Granting a job share assignment shall not limit the District's right to lay off unit members in accordance with the Education Code.

RATIFIED AND ACCEPTED

By his/her signature below, each representative certifies that he/she is the authorized representative of his principal, that all actions necessary for the principal to ratify and accept this document as a binding and bilateral agreement have been completed in the manner required by that party and by law and that the agreement is hereby entered into without the need for further ratification.

LAKESIDE UNION SCHOOL DISTRICT

LAKESIDE TEACHERS ASSOCIATION

By: _____
TY BRYSON
District Superintendent

By: _____
JOSEPH ANDREOTTI
President

DATED: _____

By: _____
DARIN BUONI
President, Board of Trustees

By: _____
TAMARA JONES
Clerk, Board of Trustees

DATED: _____

Lakeside Union School District
 Certificated Salary Schedule - A
 183 Work Days/7.5 Hours Per Day
 2025-2026

Salary Schedule Effective 7/1/2025

Appendix "A "

Board Approved TBD

	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26
	ANNUAL	ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL
		1.5%		1.5%		1.5%		1.5%		1.5%		1.5%		1.5%		1.5%
	I	I	I	I	II	II	III	III	IV	IV	V	V	VI	VI	VII	VII
	NC	NC	BA/BS	BA/BS	12	12	24	24	36	36	48	48	60	60	72	72
1	55238	56067	55238	56067	55238	56067	56228	57071	57213	58071	59949	60848	62685	63625	65423	66404
2					57195	58053	58181	59054	59167	60055	61902	62831	64636	65606	67372	68383
3					59148	60035	59548	59557	61123	62040	62483	63420	66587	67586	69325	70365
4					61098	62014	62086	63017	63077	64023	65809	66796	68540	69568	71275	72344
5							64041	65002	65033	66008	67766	68782	70494	71551	73228	74326
6							65994	66984	66981	67986	69715	70761	72444	73531	75178	76306
7							67944	68963	68936	69970	71763	72839	74395	75511	77128	78285
8									70890	71953	73622	74726	76347	77492	78666	79846
9									72844	73937	75575	76709	78298	79472	81032	82247
10									74797	75919	77530	78693	80252	81456	82985	84230
11									76754	77905	79483	80675	82201	83434	84934	86208
12									78710	79891	81435	82657	84160	85422	86888	88191
13									80664	81874	83387	84638	85924	87213	89048	90384
14											85338	86618	88062	89383	90792	92154
15											87289	88598	90016	91366	92743	94134
16											89244	90583	91974	93354	94696	96116
17													93813	95220	96591	98040
18															98453	99930
21															101230	102748
26															104008	105568
31															106785	108387

Master's Degree – Add \$1500

- 1 Employees new to the district will be given all years of service credit for verified accredited public school teaching experience plus units earned beyond BA/BS.
- 2 Units must be approved by the superintendent before May 15th and prior to enrolling in the class and must relate to the teaching assignment or represent work toward a new credential.
- 3 Semester units earned during the summer may be counted toward a salary increment on the new contract provided they are completed and turned in by October 1 of that school year.
- 4 Junior college units to the limit of four (4) units of any twelve (12) unit step may be approved for salary increments if the units are taken within an applicable subject field.
- 5 Units must be taken from an accredited college or university.
- 6 No more than 12 semester units will be accepted in a contract period. A grade card or transcript must be turned in for recording purposes.

Note: 1.5% Increase Retroactive to July 1, 2025

*NC = Non Credentialed

Lakeside Union School District
 Certificated Salary Schedule - B
 190 Work Days/8 Hours Per Day
 2025-2026

Salary Schedule Effective 7/1/2025

Appendix "B"

Board Approved TBD

	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26
		ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL
	1.5%		1.5%		1.5%		1.5%		1.5%		1.5%		1.5%		1.5%	
	I	I	I	I	II	II	III	III	IV	IV	V	V	VI	VI	VII	VII
	NC	NC	BA/BS	BA/BS	12	12	24	24	36	36	48	48	60	60	72	72
1	61867	62795	61867	62795	61867	62795	62976	63921	64079	65040	67143	68150	70207	71260	73272	74371
2					64058	65019	65162	66139	66267	67261	69331	70371	72393	73479	75458	76590
3					66246	67240	67355	68365	68460	69487	69981	71031	74579	75698	77644	78809
4					68431	69457	69536	70579	70645	71705	73178	74276	76765	77916	79826	81023
5							71726	72802	72836	73929	75898	77036	78953	80137	82016	83246
6							73912	75021	75018	76143	78081	79252	81137	82354	84200	85463
7							76096	77237	77208	78366	80376	81582	83321	84571	86383	87679
8									79398	80589	82457	83694	85510	86793	88107	89429
9									81585	82809	84645	85915	87694	89009	90755	92116
10									83772	85029	86833	88135	89882	91230	92944	94338
11									85966	87255	89020	90355	92065	93446	95126	96553
12									88156	89478	91208	92576	94258	95672	97315	98775
13									90342	91697	93395	94796	96235	97679	99731	101227
14											95579	97013	98630	100109	101688	103213
15											97763	99229	100818	102330	103873	105431
16											99954	101453	103012	104557	106060	107651
17													105072	106648	108181	109804
18															110211	111864
21															112989	114684
26															115766	117502
31															118544	120322

Master's Degree – Add \$1500

- Employees new to the district will be given all years of service credit for verified accredited public school teaching experience plus units earned beyond BA/BS.
- Units must be approved by the superintendent before May 15th and prior to enrolling in the class and must relate to the teaching assignment or represent work toward a new credential.
- Semester units earned during the summer may be counted toward a salary increment on the new contract provided they are completed and turned in by October 1 of that school year.
- Junior college units to the limit of four (4) units of any twelve (12) unit step may be approved for salary increments if the units are taken within an applicable subject field.
- Units must be taken from an accredited college or university.
- No more than 12 semester units will be accepted in a contract period. A grade card or transcript must be turned in for recording purposes.

Note: 1.5% Increase Retroactive to July 1, 2025

*NC = Non Credentialed

**LAKESIDE SCHOOL DISTRICT
SPEECH PATHOLOGIST SALARY SCHEDULE
185 Work Days/7.5 Hours Per Day
2025-2026**

APPENDIX "C"

Step	Salary
No Credential	86,783
1	93,930
2	95,809
3	97,725
4	99,679
5	101,673
6	103,706
7	105,780
8	107,896
9	110,054
10	112,255
11	114,500
12	116,790

Master's Degree – Add \$1500

Speech Language Pathology Services Credential – Add \$2000

Effective 7/1/2025

Board Approved TBD

**LAKESIDE UNION SCHOOL DISTRICT
PSYCHOLOGIST SALARY SCHEDULE**

194 Work Days/8 Hours Per Day

2025-2026

Appendix "D"

Salary Schedule Effective 7/1/2025

Board Approved **TBD**

Years	Amount
1	98,500
2	100,470
3	102,479
4	104,529
5	106,620
6	108,752
7	110,927
8	113,146
9	115,408
10	117,717
11	120,071
12	122,472

Master's - Add \$1500

LAKESIDE UNION SCHOOL DISTRICT

NURSE SALARY SCHEDULE

194 Work Days/8 Hours Per Day

2025-2026

Appendix "E"

Salary Schedule Effective 7/1/2025

Board Approved **TBD**

Years	Amount
1	88,000
2	89,760
3	91,555
4	93,386
5	95,254
6	97,159
7	99,102
8	101,084
9	103,106
10	105,168
11	107,272
12	109,417

**LAKESIDE UNION SCHOOL DISTRICT
COORDINATOR SALARY SCHEDULE**

194 Work Days/8 Hours Per Day

2025-2026

Appendix "F"

Salary Schedule Effective 7/1/2025

Board Approved **TBD**

Years	Amount
1	98,500
2	100,470
3	102,479
4	104,529
5	106,620
6	108,752
7	110,927
8	113,146
9	115,408
10	117,717
11	120,071
12	122,472

Master's Degree - Add \$1500