

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN
LAS LOMITAS ELEMENTARY
SCHOOL DISTRICT
AND
LAS LOMITAS EDUCATION
ASSOCIATION**

JULY 1, 2020
THROUGH
JUNE 30, 2022

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ARTICLE 1: AGREEMENT

- 1.1 This agreement constitutes a bilateral contract by and between the Las Lomas Elementary School District and the Las Lomas Education Association.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code.
- 1.3 During the 2019-2020 school year, the parties will commence bargaining over a successor contract. Both parties will sunshine their initial proposals at the January 2020 Governing Board meeting. Bargaining will begin in February 2020. No later than August 2019, the bargaining chairs will meet to set bargaining dates for 2019-2020.
- 1.4 The term of this Agreement shall be from the date of ratification for the 2020-2021 school year through and including the 2021-2022 school year (June 30, 2022).
- 1.5 The parties agree to identify and remove provisions of this Agreement that conflict with state or federal law.

ARTICLE 2: RECOGNITION

- 2.1 The District recognizes the Las Lomas Education Association, an affiliate of the California Teachers Association and the National Education Association, as the certified, exclusive, and sole bargaining representative.
- 2.2 The unit described in the above certification is as follows: all personnel employed in positions requiring certification with the exception of the superintendent, principals, assistant principals, substitutes, summer school teachers, and personnel employed by San Mateo County Board of Education or by another school district who work part-time for the Las Lomas School District.

ARTICLE 3: DISTRICT RIGHTS

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law as it relates to this Agreement.
- 3.2 The District retains its rights to amend, modify or rescind policies and practices referred to in this Agreement in cases of an emergency. An “emergency” shall be defined as those unforeseen circumstances arising from a natural disaster, national or state emergency, epidemic, riot, police action, legislative, legal, or judicial decisions, initiative or referendum or other incidences which substantially interrupt or threaten to interrupt the normal District operation and require action. The determination of whether or not an emergency exists as defined in this article is solely within the discretion of the Governing Board.
 - 3.2.1 The District shall publicly announce any such amendment, modification or rescission of articles, policies, rules and regulations together with the specific facts that constitute the existence of the emergency. Any such amendment, modification or rescission shall last only during the term of the emergency.

ARTICLE 4: ORGANIZATIONAL SECURITY

4.1 Payroll Deductions: Members

Any unit member who is a member of the Las Lomas Education Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten (10) months. Deduction for unit members who sign such authorization after the commencement by the end of the school year.

4.2 Payroll Deductions: Non-Members

Any unit member who is not a member of the Las Lomas Education Association, CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement or within thirty (30) days from the date of commencement of assigned duties, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump-sum cash payment. In the event that a unit member shall not pay such fee directly to the Association, the District shall immediately begin automatic payroll deductions provided in Education Code Section 45061 and in the same manner as set forth in Section 4.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deduction.

4.3 Alternative To Dues Payment

4.3.1 Any unit member who is the member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Las Lomas Education Association, CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu or a service fee, sums equal to such service fee to a non-religious, non-labor organizations, included within CHAD or United Way. Such charitable funds must be exempt from taxation under Section 501(c)(3) or Title 26 of the Internal Revenue Code. Such payment shall be made on or before December 31st.

4.3.2 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 4.3.1 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Sections 4.1 and 4.2 or this Article. Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before December 31st of each

school year. The Association shall have the right to inspection in order to review such proof of payment.

- 4.3.3 Any unit member making payments as set forth in Sections 4.3.1 and 4.3.2 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 4.4 With respect to all sums deducted by the District pursuant to Sections 4.1 and 4.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 4.5 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

ARTICLE 5: DEFINITIONS

- 5.1 The term “Agreement” as used herein means the written Agreement provided for under Section 3540.1 (h) of the Government Code 1976.
- 5.2 The term “Association” as used in this Agreement shall mean the Las Lomas Education Association, an affiliate of the California Teachers Association and the National Education Association.
- 5.3 The term “District” as used in this Agreement shall mean the Governing Board of the Las Lomas Elementary School District or its duly authorized representatives.
- 5.4 The term “Unit Member” as used in this Agreement shall mean all certificated employees represented by the Association.

ARTICLE 6: COMPENSATION

6.1 Standard Salary Calculation

6.1.1 The Minimum Base Salary (BA/BS plus 30 post-graduate semester units or less) shall be increased by eight percent (8%) over the course of the 2020-2021 and 2021-2022 school years as follows.

6.1.1.1 2020-2021: The 2019-2020 Minimum Base Salary shall increase by three percent (3%) on July 1, 2020. The three percent (3%) increase will reflect on schedule with two percent (2%) paid by June 30, 2022 due to unit members receiving a one percent (1%) off schedule bonus during the 2020-2021 school year.

6.1.1.2 2021-2022: The 2020-2021 Minimum Base Salary (as increased per section 6.1.1.1 above) shall be increased by five percent (5%) effective July 1, 2021.

6.1.2 Salaries will be paid from August 1 to July 31 to employees who were hired prior to June 30, 1998 and who chose a twelve-month pay plan at the time of hire. Salaries for employees hired after July 1, 1998 will begin with the September payroll. Those choosing a ten-month payment plan will be paid from September through June.

6.1.3 Increments shall be added to the Minimum Base Salary in “steps” calculated at 4.4% of the Minimum Base Salary for each increment. (See Appendix #1a). The maximum number of increments shall be twenty-six (26). (See Appendix #1b). Effective July 1, 2021 unit members will receive the entire increment amount regardless of full time equivalent (FTE) status for the following stipends: tenure, advanced degree, National Board Certification, Ryan/Standard Credential, and/or Certificate of Clinical Competence Certification. For example, if a unit member is employed at 0.50 FTE, the unit member will receive the same amount as a unit member employed at 1.0 FTE. Increments are assigned as indicated below:

Increment (“Step”) Categories	Maximum # Of Increments Allowed
6.1.3.1 <u>Teaching Experience</u> : One step (increment) for each year of teaching experience.	10
6.1.3.2 <u>Longevity</u> : Increments for years of service will be assigned as follows: 6.1.3.2.1 a minimum of 12 years service and 45 semester units of upper division or graduate credit, OR	1 OR 2 OR

Increment (“Step”) Categories	Maximum # Of Increments Allowed
<p>6.1.3.2.2 a minimum of 14 years service and 60 semester units of upper division or graduate credit, OR</p> <p>6.1.3.2.3 a minimum of 16 years service and 75 semester units of upper division or graduate credit, OR</p> <p>6.1.3.2.4 a minimum of 18 years service and 90 semester units of upper division or graduate credit, OR</p> <p>6.1.3.2.5 a minimum of 20 years service and 90 semester units of upper division or graduate credit</p>	<p>3 OR</p> <p>4 OR</p> <p>5</p>
<p>6.1.3.3 <u>Tenure/Consecutive Years of Service:</u></p> <p>6.1.3.3.1 Upon award of tenure status in the LLESD, one (1) additional increment will be assigned, OR</p> <p>6.1.3.3.2 Upon the start of the third year of consecutive “temporary” service in the LLESD, one (1) additional increment will be assigned.</p>	<p>1</p>
<p>6.1.3.4 <u>Graduate Units in Excess of 30 Beyond the Minimum Salary Requirement:</u></p> <p>Once the minimum salary requirement (30 post-graduate units beyond a bachelor’s degree) has been met, an additional increment will be assigned for every block of 7.5 semester units of approved graduate credit (prorated per unit) to a maximum of 60 units (for a total of 90 units). None of these additional increments may be awarded until the minimum salary requirement has been met.</p>	<p>8</p>
<p>6.1.3.5 <u>Advanced Graduate Work:</u></p>	

Increment (“Step”) Categories	Maximum # Of Increments Allowed
6.1.3.5.1 Master of Arts or Master of Science Degree, OR Standard or Ryan Credential 6.1.3.5.2 Second Masters OR Doctor’s Degree OR Certificate of Clinical Competence in Speech	1 OR 0.5 1
6.1.3.6 <u>Calculation Equivalentents and Definitions:</u> <ul style="list-style-type: none"> • One Increment (Unit) = base (minimum) salary x 4.4% • 7.5 post-graduate semester units = one increment (unit) • One longevity increment = one increment (unit) 	Total = 26

6.2 Salary Credit For Coursework

6.2.1 A maximum of 60 post-graduate semester units beyond the base salary requirement of 30 post-graduate semester units (for a maximum grand total of 90 post-graduate semester units) will be counted for salary purposes if the courses:

6.2.1.1 are approved by the staff member’s immediate supervisor and the District Superintendent as being a legitimate part of the staff member’s professional growth plan; and

6.2.1.2 meet criteria set forth in Guidelines for Approval of Coursework. (See Appendix #4)

6.2.2 Course work taken on District time, or paid for by the District may not be used for salary credit.

6.2.3 In-service training provided or approved by the District shall be credited toward salary increments. Such training must occur outside the regular workday. Unit members shall receive salary credit equivalent to one (1) post-graduate semester unit for the successful completion of every 15 hours of such training.

Effective July 1, 2016, unit members who have earned ninety (90) units of credit shall be paid a one-time stipend equal to one post-graduate unit upon the successful completion of 15 hours of such training, up to a maximum of 45 hours per person in any given school year.

6.2.4 Effective May 1, 2010, any course, training or certifications that are required by the State of California for any member who has permanent status with the District, who has reached the maximum units allowable before the new State requirements are

initially announced or enacted, and who has paid for the training units shall be compensated by an annual stipend per unit equivalent to post graduate units as outlined in Appendix 1b, upon completion of such course, training or certification.

6.3 Compensation for Supplemental Duties

6.3.1 The hourly rate for extended year duties or supplemental instruction assignments shall be .1% of the annual minimum base salary or a stipend mutually agreed upon by the Association and the District. Activities that qualify for this remuneration shall be performed outside the professional work year established in Article 9: Work Year and Hours of Employment. The hourly rate shall be increased prospectively by the percentage provided in section 6.1.1, effective as soon as practicable following ratification of the 2016-2018 Agreement by both parties.

6.3.2 The District shall pay a daily stipend (to be computed at the hourly rate in Section 6.3.1 above) for participation in District-sponsored voluntary staff development activities.

6.4 Compensation for National Board Certification

Article 6.4 shall be effective July 1, 2021.

6.4.1 Initial National Board Certification

The District will reimburse a bargaining unit member any fees paid to the National Board for Professional Teaching Standards associated with the cost of obtaining National Board Certification. The District will also reimburse a bargaining unit member the cost of a university National Board support group unless the bargaining unit member opts to take the course for post graduate units.

6.4.2 Renewal of National Board Certification

For each renewal of a National Board Certification, the District will reimburse a bargaining unit member any fees paid to the National Board for Professional Teaching Standards associated with the cost of obtaining National Board Certification. The District will also reimburse a bargaining unit member the cost of a university National Board support group unless the bargaining unit member opts to take the course for post graduate units.

6.4.3 National Board Certified Teachers

6.4.3.1 The District will pay an annual stipend equivalent to two (2) increment steps to a bargaining unit member for each year the bargaining unit member maintains National Board Certification. For example, a unit member would be entitled to the amount of two advanced degree stipends (increments) for holding a National Board Certificate.

6.4.3.2 Upon District receipt of proof of initial or renewal National Board Certification, the stipend payment will begin the following month, or as

soon as practicable depending on the payroll cycle. Such payment shall be made monthly so long as the bargaining unit member is in paid status.

6.4.3.3 Regardless of when the stipend payment begins for an initial or renewal certification, the bargaining unit member will receive the payment for the duration of the certifications established by the National Board for Professional Teaching Standards.

6.5 Early Notice of Retirement Incentive Stipend

- 6.5.1 Unit members who notify the District in writing (“notice”) by the work day immediately following the Martin Luther King, Jr. holiday of their irrevocable intent to retire shall receive a one-time incentive stipend (“stipend”) of \$1,000. Such notice shall specify the effective retirement date as of the end of that school year as defined in section 6.5.2 below.
- 6.5.2 For example, a notice dated January 17, 2017 shall specify a retirement date of not earlier than the end of the 2016-2017 unit member’s work year and not later than June 30, 2017.
- 6.5.3 To qualify for the stipend, notices must be in writing, signed and dated by the unit member and received by the District Office not later than the close of business on the work day immediately following the Martin Luther King, Jr. holiday. Notices are irrevocable when received by the District and effective upon ratification by the Governing Board.
- 6.5.4 The stipend shall be paid to unit members in one lump sum in the final paycheck for the year in which retirement is effective.

ARTICLE 7: UNIT MEMBER BENEFITS

The District proposes to maintain status quo language with this Article for the term of this Agreement.

7.1 Health and Welfare

7.1.1 District Contributions to CalPERS Health Care Plans

The District agrees to contribute the minimum sum required by CalPERS to be applied to the premium of a CalPERS health care plan for each unit member covered by this Agreement who works at least half-time. If a unit member declines to participate in such a plan because of outside coverage or part-time status, the sum is forfeited.

For full-time unit members, any unused District contribution may be applied to dependent coverage in the offered benefit programs. (See Appendix #2)

The District will provide health benefits for qualified domestic partners of bargaining unit members to the same extent, and subject to the same terms and conditions, as health benefits are available to dependents of unit members under this Agreement. This coverage is conditioned upon the domestic partner meeting all the criteria of California Family Code Section 297, and upon the unit member presenting the District with proof that a valid declaration of domestic partnership has been filed according to the above Family Code section or with any local agency registering domestic partnerships.

7.1.2 District Contribution to Benefit Programs

7.1.2.1 The District agrees to contribute annually, pursuant to the regulations of Section 125 of the IRS Code, the following amounts to be effective on the dates designated:

- \$11,288 effective January 1, 2022 for each active full-time unit member, and a pro-rata amount for each part-time unit member toward fringe benefits.

This represents an increase in total compensation for the bargaining unit. A list of available insurance plans appears in the Appendix and may be revised annually.

7.1.2.2 Programs under Section 125 of the IRS Code will be available to unit members with the understanding that each participant pays his/her own administrative and insurance costs.

7.1.2.3 Any unused money set aside by unit members under Section 125 that is forfeited to the District shall be used to reduce administrative and insurance costs for participants in the program.

7.1.3 “Cash-Back” Payments

Any unused portion of the District fringe benefit contribution under Section 7.1.2.1 above may be received by the unit member as a “cashback” payment.

7.1.4 Required Unit Member Participation

A full-time unit member must be a subscriber to the dental and basic life insurance programs and must be a subscriber to a CalPERS healthcare plan or present evidence of coverage under a health plan equivalent to minimum essential coverage as defined by law.

7.1.5 Coverage for New Unit Members

The District will make health insurance coverage available for new unit members effective on the earliest date possible under CalPERS regulations.

7.1.6 Coverage for Unit Members on Disability

Any certificated unit member on STRS disability will receive health benefits equivalent to those provided to retired certificated employees.

7.2 Inter-District Transfers for Non-Resident Unit Member’s Children

The children on non-resident certificated unit members of the District may be enrolled at any time, in accordance with Board Policy 5117: Eligibility of Non-Resident Student Eligibility, Section 3. If this provision to BP 5117 is eliminated, the children of certificated unit members who are enrolled at that time may complete their K-8 education in the District, so long as the unit member parent remains an employee of the District.

A certificated unit member who has a children too young for school at the time BP 5117 provision is eliminated may enroll those children and their future siblings in the District, so long as the parent remains an employee of the District.

ARTICLE 8: HEALTH INSURANCE FOR RETIRED CERTIFICATED UNIT MEMBERS

8.1 Retiree Benefits For Unit Members Employed By The District On Or Before December 30, 2010

8.1.1 The District agrees to contribute for life the minimum sum required pursuant to Government Code Section 22892(a) for all eligible certificated unit members covered by this Section 8.1 who retire or have retired from the District to be applied to premiums of a PERS health care plan. If a retired unit member declines to participate in such a plan, the sum is forfeited. If the District and the Association agree to terminate participation in the PERS medical insurance plan, the District shall have no further obligation for payment of this sum, and the sum will not be subtracted from the District contribution defined in Section 8.1.2 below.

8.1.2 Retired unit members, will receive a supplemental District contribution toward fringe benefits equal to 50% of the monthly premium for an active unit member of the least expensive District health plan out of the four most commonly subscribed to by active unit members within the unit, less the sum in Section 8.1.1 above, which may be applied to a health insurance, dental insurance, Medicare or Medicare supplement plan of the retiree's choice.

8.1.3 To be eligible for the supplemental District contribution set forth in Section 8.1.2 above, retired unit members of the Las Lomas Elementary School District must meet the following conditions:

8.1.3.1 The retired unit member must be eligible to draw retirement benefits from the State Teachers' Retirement System.

8.1.3.2 The retired unit member must have accumulated:

8.1.3.2.1 ten years of full-time equivalent service with the District if he or she retires at age sixty or older; or

8.1.3.2.2 beyond the ten years of full-time equivalent service, an additional year of full-time equivalent service for each year of age under sixty, up to a total of ten additional years.

8.1.3.3 In the event that a unit member cannot satisfy this lifetime formula at retirement, he or she shall receive the above supplemental District contribution for as many years of full-time equivalent service as are accumulated prior to retirement.

8.1.4 Retired unit members will be reimbursed each June for the amount of the supplemental District contribution. The District will require evidence of coverage to a plan described in Sections 8.1.1 and 8.1.2 above.

8.2 Retiree Benefits For Unit Members Initially Employed By The District On Or After January 1, 2011

For eligible unit members initially employed by the District on or after January 1, 2011, upon the unit member's retirement, the District will provide the following:

- 8.2.1 For all eligible certificated unit members covered by this Section 8.2 who retire from the District, the District agrees to contribute the minimum sum required pursuant to Government Code Section 22892, to be applied to premiums of a PERS health care plan. If a retired unit member declines to participate in such a plan, the sum is forfeited. If the District and the Association agree to terminate participation in the PERS medical insurance plan, the District shall have no further obligation for payment of this sum, and the sum will not be subtracted from the District contribution defined in Section 8.2.2 below.
- 8.2.2 Until the retiree is eligible for Medicare, eligible retired unit members will receive a supplemental District contribution toward health benefits equal to 50% of the monthly premium for an active unit member of the least expensive District health plan out of the four most commonly subscribed to by active unit members within the unit, less the sum in Section 8.2.1 above, which may be applied to a health insurance or dental insurance plan of the retiree's choice.
- 8.2.3 To be eligible for the supplemental District contribution set forth in Section 8.2.2 above, retired unit members must meet the following conditions:
 - 8.2.3.1 The retired unit member must be eligible to draw retirement benefits from the State Teachers' Retirement System.
 - 8.2.3.2 The retired unit member must have accumulated:
 - 8.2.3.2.1 ten years of full-time equivalent service with the District if he or she retires at age sixty or older; or
 - 8.2.3.2.2 beyond the ten years of full-time equivalent service, an additional year of full-time equivalent service for each year of age under sixty, up to a total of ten additional years.
- 8.2.4 Retired unit members will be reimbursed each June for the amount of any supplemental District contribution. The District will require evidence of coverage to a plan described in Sections 8.2.1, and 8.2.2 above.

ARTICLE 9: WORK YEAR AND HOURS OF EMPLOYMENT

9.1 Work Year

9.1.1 Hours of employment are governed by Board Policy, Administrative Regulations, statute and California Administrative Code, Title 5 regulations. The length of unit members' work year shall not exceed 185 days out of which:

- 180 days shall be student instructional days;
- Two days shall be professional development days;
- Two days prior to the opening of school shall be the approximate equivalent of one day District/site business and one self-directed teacher work day with a minimum of four consecutive hours; and
- One day near the end of the year shall be a teacher work day which shall be self-directed, subject to the established practice of a faculty meeting at La Entrada.

Orientation days may be added to the work year for newly employed unit members, for which a per diem rate of pay will be established based on the calculation set forth in Article 6: Compensation, Section 6.1. The District shall consult with unit members regarding the content of any non-instructional days; final determination of the content of any non-instructional days is within the District's discretion.

9.1.1 If a unit member and the District mutually agree to an extension of the work year, the unit member shall be paid at the rate set forth in Article 6.3: Compensation.

9.1.2 Unit Member Work Year Calendar. The beginning and ending dates of the unit members' work year, holidays, and vacation periods shall be mutually agreed upon by the District and the Association for each school year.

9.2 Professional Responsibilities

9.2.1 During workdays, unit members' professional responsibilities shall include student instruction, instructional preparation, student supervision, and participation in meetings required by state or federal law (e.g.: IEPs, 504s, and SSTs).

9.2.1.1 These legally required meetings shall not normally exceed one (1) hour in length, beginning when a majority of attendees are present, and may be extended by up to 10 minutes by consensus when necessary to complete a discussion in progress or to schedule a follow-up meeting.

9.2.2 Additional workday responsibilities include in-services, faculty meetings, grade level/department meetings and parent conferences.

9.2.3 Additional responsibilities occurring beyond the workday include Parent Information Night (PIN), Open House and eight grade graduation. In addition, Parent Orientations will be held at the following grade levels: Kindergarten, Fourth

grade and Sixth grade. For each of these grade level Parent Orientation meetings, at least two unit members will attend on a voluntary, rotating basis.

9.2.3.1 On Parent Information Night, unit members may leave at the dismissal of pupils. The principal will attempt to limit the number of presentations per unit member to six (6) or fewer, or if that is not possible, to assist the teacher to leave earlier than dismissal.

9.2.3.2 In addition to the above, unit members assigned to teach performing arts will prepare for and supervise presentation of evening performances. The number of evening performances per semester shall equal the number of performing arts class sections assigned to the unit member per semester but in no event shall exceed two (2) per semester. The dates of the evening presentations shall be selected by the site administrator in collaboration with the unit member teaching performing arts. Nothing in this section precludes unit members from presenting additional evening performances on a voluntary basis, consistent with section 9.3.6.

9.3 Hours of Employment

9.3.1 The professional workday has been defined by long-term practice (See Appendix 3). If a unit member's assignment, by mutual agreement, includes a class outside the school day, his/her professional work day will be redefined accordingly.

9.3.2 If a unit member and the District mutually agree to an extension of the workday beyond 5:00 p.m., the unit member shall be paid at the rate set forth in Article 6.3: Compensation. This provision does not apply to supplementary assignments for which the unit member is compensated.

9.3.3 If the day before Thanksgiving is a parent conference day, unit members may leave at 2:30 p.m. If it is not parent conference day, unit members may leave at the pupils' normal dismissal time.

9.3.4 All members of the bargaining unit shall be given thirty (30) minute duty-free lunch periods. Passing periods after the lunch period shall not be counted as part of the duty-free lunch period.

9.3.5 Unit members shall not be assigned to student supervision duties before the first class of the school day.

9.3.6 Unit members shall not be required to perform duties or to attend meetings outside the professional workday or the school year. However, nothing in this section prevents unit members from participating voluntarily in activities that involve the school or in chaperoning social activities without additional compensation.

9.3.7 Any unit member who supervises students during Outdoor Education shall receive \$300 for each overnight spent at the facility. A unit member electing to not attend

Outdoor Education is not responsible to find a substitute to go on the trip as set forth in section 12.3.

9.3.8 Any unit member who is required by the District to move shall receive a stipend in the amount equal to one post-graduate unit for one “pack and unpack.”

9.3.9 Every effort will be made to consult with unit members regarding the scheduling of regular meetings concerning individual students (e.g., SSTs, IEPs, 504s) at least five (5) work days in advance.

9.3.10 Site administration shall have the right to convene meetings necessitated by health and safety related emergencies at reasonable times and will notify staff as soon as possible.

9.4 Preparation Periods

9.4.1 Unit members in grades 6 through 8 shall teach no more than six (6) periods per day and shall have an average of at least 400 minutes per week for preparation and planning. This preparation and planning time shall not include recesses, lunch, brunch or the time before and after the student instructional day.

9.4.2 Unit members in grades 4-5 shall have at least one assigned period, as defined by the grade 6-8 schedule, for preparation and planning while students are in a class taught by a certificated specialist. This time shall amount to an average of at least 200 minutes per week. This time period does not include recesses, lunch or the time before and after the student instructional day. Unit members in grades 4-5 shall not be assigned recess supervision duty any day during which they do not have a preparation period.

9.4.3 Unit members in grade 1-3 shall have an average of at least 145 minutes for preparation and planning per week during the instructional day while students are in a class taught by a certificated specialist. This time period does not include recesses, lunch or the time before and after the student instructional day.

9.5 Compensation in Lieu of Prep Time

9.5.1 Any teacher (by mutual agreement with the principal) may cover or seek to have coverage for a preparation period. The teacher will be paid at the extended hourly rate.

9.5.1.1 Coverage provided during contractual prep time with a cap of one period per day by any given coverage teacher unless otherwise approved by a site administrator.

9.5.1.2 Coverage provided only when a specialist cannot be covered by a full day substitute.

9.6 Committees

- 9.6.1 Unit members shall serve on one (1) District or site committee or their selection according to site practice. Task forces, cadres, work groups and the like are all considered committees.
- 9.6.2 Committees: Participation outside the workday in committees beyond that defined in section 9.5.1 above is voluntary. “Voluntary” means the decision to participate on any committee is entirely at the initiative and discretion of the unit member.
- 9.6.3 Any committee established by the contract, excluding those for which compensation is provided, shall be considered the unit member’s committee. These committees fulfill the unit member’s committee obligation as indicated in 9.5.1.

ARTICLE 10: ASSIGNMENT AND TRANSFER

10.1 Definitions

10.1.1 Assignment

An assignment is the placement of a bargaining unit member at a specific site. A change of assignment is any change in position at the same job site. For purposes of this Article, “position” refers to the assigned grade level, subject, or specialized duties. Change of assignment may be voluntary (i.e., requested) or involuntary.

10.1.2 Transfer

A transfer is a change in the worksite. Transfers may be voluntary or involuntary.

10.1.3 Vacancy

A vacancy is any bargaining unit position that is unfilled after the process of assignment described in Section 10.6 and that the District intends to fill with a probationary or permanent certificated unit member.

10.1.4 Job Description

Job descriptions shall be provided and shared when positions are initially communicated for member interest. This includes positions that are soft or short term funded.

10.1.5 Notification

Job notifications are distributed starting on April 15.

10.2 Superintendent’s Responsibility for Assignment

The Superintendent shall be responsible for the assignment of all unit members.

10.2.1 The Superintendent shall assign to any unit member whatever duties he/she may deem to be in the best interests of the District. A certificated unit member may be assigned to any position which requires certification and for which he/she is legally qualified, or to any position for which the District, with the agreement of the unit member, has obtained a waiver.

10.2.2 Among the factors to be taken into account in the Superintendent’s assignment of duties are the following:

- 10.2.2.1 Credentials and authorizations;
- 10.2.2.2 Subject matter and/or grade level experience;
- 10.2.2.3 Training in special programs and instructional strategies;
- 10.2.2.4 Competence and skills;

- 10.2.2.5 Number of years a unit member has requested a change of assignment;
- 10.2.2.6 The best interest of the grade level/department/school staff team or program need;
- 10.2.2.7 The unit member's length of service in the District.

If the Superintendent determines the factors listed in sections 10.2.2.1 to 10.2.2.7 are substantially equal, the assignment shall be made on the basis of 10.2.2.7.

10.3 Unit Members' Assignment Preferences

Unit members shall indicate their first, second, and third different choices of assignment for which they are volunteering for the following school year in January. Multi-grade and specific subject areas may be designated choices. If more than one unit member requests the same assignment, the criteria set forth in sections 10.2.1 and 10.2.2 shall apply to determine which request is granted.

10.3.1 A unit member who is assigned to a multi-grade will be given preference to return to a vacancy in the grade level taught the previous year.

10.4 Projected Vacancies Posted

The District shall post any projected vacancies by March 15, and unit members may update their choices at that time. Revisions in projected vacancies shall be made known to unit members as they occur. Projected vacancies shall remain open for five (5) workdays; closing dates will be specified. If more than one unit member requests the same vacancy, the criteria set forth in section 10.2 shall apply to determine which request is granted.

10.5 Voluntary Change of Assignment Requests

A unit member may request a voluntary change of assignment by placing the request in writing and submitting the same to the Superintendent. The District will confirm receipt of the unit member's request with an email to the unit member. If a unit member has requested reassignment to a position within the unit that is, or will be, vacant, the unit member will be considered for the vacancy before it is offered to a new hire. If a request for a change of assignment is ultimately denied, the unit member shall be provided with reasons for the denial. If a unit member has been denied the opportunity to be reassigned, they may follow the appeal process outlined in 10.5.1 and 10.5.2.

Appeals Process

10.5.1 If a unit member believes that the process for reassignment has not been followed or the factors outlined in 10.2.2 have not been taken into account, the member can request an appeal with the Superintendent. The unit member can request in writing a meeting with the Superintendent to discuss their denial of reassignment. A meeting will take place as soon as reasonably possible and not to exceed 20 work days. The unit member may bring a note taker with them to the meeting.

10.5.2 If after the appeals meeting, the request for reassignment is ultimately denied, the Superintendent will consider offering to develop a plan to transition to a desired reassignment with the unit member.

10.6 Preliminary Staff Assignment

By April 15 of each school year, preliminary assignments for the next academic year shall be communicated in writing to each unit member. This communication shall include notifying the unit member that he/she may be formally evaluated the subsequent year pursuant to section 14.2.3. Before preliminary assignments are made, the principal and/or Superintendent will meet to discuss the preliminary assignment with any unit member who may be given an assignment different from his/her current assignment. A unit member may always request a conference regarding his/her assignment.

If a unit member's preliminary assignment changes after April 15, the supervisor of the unit member will meet with the unit member to explain what necessitated the change and to discuss support for the new assignment. The unit member will be given an updated written assignment.

Should the change occur during the summer months, the district shall contact the unit member via both the LLESD email and preferred phone contacts. The district, if possible, will explain what necessitated the change and discuss optional support opportunities for the new assignment.

10.7 Temporary Teachers Assignment

Temporary teachers will be notified of their status for the upcoming school year by May 15.

10.8 New Vacancies After April 15

If new vacancies are created after April 15, the District shall email the vacancies to the unit members. Existing unit members will be given the opportunity to apply for the voluntary change in an assignment on an equal basis with outside applicants as required by Education Code Section 35036. The District will make a good faith effort to hire new staff to fill whatever vacancies remain, with the exception of a vacancy in a multi-graded class. If it becomes necessary, after a good faith effort, to reassign an existing unit member to fill a vacancy, the unit member will be notified of the reassignment at the earliest possible date. Projected vacancies shall remain open until filled. Vacancies arising during the summer will be announced to all unit members through unit member District email addresses.

10.9 Support for Unit Member Given Change in Assignment

Any unit member given a change in teaching assignment shall receive support. The unit member and administration will consult and mutually agree on the level of support needed on the unit member's experience. The support could include but is not limited to: conferences, trainings, curriculum planning times, classroom observations, meeting time

with a curriculum coach or buddy, or supplies. If non-workdays are used for support, the unit member will receive the extended hourly rate for such days.

10.10 New Certificated Positions

If the District creates a new certificated position at any time, members will be notified of the posting. A description of the position will be provided as soon as reasonably possible and members will be given an opportunity to apply for a voluntary change in assignment through HR.

10.11 Supplementary Instruction

All of the above provisions shall apply to the assignment of state-mandated supplementary instruction duties, except that such duties shall be voluntary.

10.12 “Special Assignments”

The District, at its discretion, may determine the need for a “special assignment.” Any such assignment, part-time or full-time, shall be clearly defined and posted as a vacancy to all current unit members prior to filing the position.

10.13 Reassignment Due to Layoff

10.13.1 For purposes of this Article, “reassignment due to layoff” shall be defined as a change in assignment and/or a movement from one work site to another as a result of layoff pursuant to Education Code Section 44955, and which may be necessary to ensure the retention of certificated unit members with seniority greater than those laid off. This definition excludes any transfer or assignment change that does not result from the District’s obligation to reassign pursuant to Education Code Section 44955.

10.13.2 Written Notice

Any unit member scheduled to be reassigned due to layoff shall be entitled to a written notice of the reassignment within ten (10) calendar days of the effective date of the reassignment and in addition, upon request, will be entitled to a conference with the site administrator and the Superintendent regarding the reassignment at which time the unit member will be provide with the reasons for the reassignment and with the opportunity to discuss those reasons.

ARTICLE 11: CLASS SIZE AND STAFFING CONSIDERATIONS

11.1 Class Size Considerations

11.1.1 Implementation of the provisions of Section 11.1.1.1 will be mutually agreed upon by the teacher and site administrator, subject to review by the Superintendent and the Association President.

11.1.1.1 The maximum class size shall be 24 in grades K-3; 30 in grades 4-5; and 33 in grades 6-8. These class size numbers shall apply to physical education and grades K-6 specialists. In grades 7-8, the maximum class size for music classes shall be 50.

If a class size is nearing the contractual maximum, a plan for support which shall address sufficient furniture, supplies and materials for additional students, will be developed by the site administrator and unit member involved. Support will be provided immediately when the maximum is exceeded, subject to normal time frames for securing such resources. By way of example only, subjects that may be discussed include hiring additional personnel, and allocation of duties and responsibilities.

11.1.1.2 Specialist classes in grades K-6 and physical education classes in grades 1-5 are not intended to exceed 1 class section per teacher at any one class period. Examples of short-term circumstances in which there may be 2 class sections per teacher include but are not limited to special schedules for assemblies, accommodating preparation time or grade level meetings and a short-term strategy to address increased enrollment. Each short-term circumstance shall not exceed ten (10) school days.

11.1.1.3 The maximum caseload for resource specialist teachers shall be 28.

11.1.1.4 The average caseload for language and speech specialists shall be 55.

11.1.1.5 For the purposes of this Article, class sizes in grades K-5 shall include students who are mainstreamed from a Strategies class into a regular classroom teacher's class 50% or more of the regular student instructional day.

11.1.2 For any teacher, the total number of pupils enrolled in her/his classes shall not exceed an average of 150 a day. For part-time teachers, the total pupil limit will be in the same proportion to 150 that their service bears to full-time.

11.1.3 Multi-graded classes in grades 4-5 shall have at least two fewer pupils than the average single-grade class of the grade level having the larger number of pupils,

unless such difference is caused by pupil withdrawal from the school, or unless mutually agreed upon by the Association and the administration.

Should participation in the California Class Size Reduction Program cease for all of the classes at a given grade level, this provision shall also apply to that grade level (K-3).

11.1.4 In single-grade classes (K-5) no class shall be more than two pupils larger than any other at the same grade unless such difference is caused by pupil withdrawal from the school except as provided by Article 13.3.

11.1.5 In 6-8 core classes, no class shall be more than four pupils larger than any other at the same grade, unless such difference is caused by pupil withdrawal from the school. For the purposes of this section, "Core" is defined as a language arts and social studies class taught by a single teacher for a time period equivalent to at least 1/3 of the normal instructional day for the grade level.

ARTICLE 12: SUBSTITUTE DUTIES

- 12.1 The District will make a good faith effort to provide substitutes for all regularly scheduled classes including in circumstances set forth in section 12.3.
- 12.2 Teachers in grades 6 through 8 will substitute for teachers who are on a field trip if they have been relieved of students for one or more periods as a result of the field trip. A teacher will be obliged to substitute for up to the number of periods for which he/she has been relieved. Teachers will be informed by the administration of the need to substitute at least one week in advance, and they will be provided with lesson plans at least one day in advance.
- 12.3 A teacher of a self-contained or core class who elects not to accompany his or her class on an overnight trip may be required to substitute for another teacher who agrees to go on such trip in his or her place, as long as the substitute assignment is for a self-contained or core class. A teacher may voluntarily agree to substitute for a class or classes other than a self-contained class.
- 12.4 If a teacher who is relieved of students is not assigned a suitable substitute position, he or she may be required to perform professionally appropriate duties by the principal. These duties will be performed during the same hours he/she normally teaches, unless the teacher agrees to a different schedule.
- 12.5 With the exceptions stated in Sections 12.2 and 12.3 above, teachers will not be required to substitute for other teachers or to have members of other teachers' classes assigned to them for supervision, except in cases of emergency as provided in Administrative Guidelines for the Assignment of Substitutes. (See Appendix #5.) The provisions of this article in no way prevent the exchange of pupils between teachers by mutual agreement.

ARTICLE 13: INCLUSIVE EDUCATION

- 13.1 Purpose: The purpose of this Article is to support general education teachers in their commitment to provide inclusive education students with the same quality education programs afforded to all students.
- 13.1.1 As used in this Article, inclusive education students are defined as:
- 13.1.2 Students with a current IEP;
- 13.1.3 Who receive the assistance of a paraeducator as written in the IEP; and
- 13.1.4 Who are mainstreamed from a Strategies class or fully included into a general education classroom teacher's class.
- 13.2 When a student described in Section 13.1 is initially assigned to a general education classroom, a planning meeting will be scheduled each school year (K-5) and each semester (6th-8th). The planning meeting will include the general education classroom teacher, the general education specialist/elective teacher, the special education case manager, and an administrator to review the student's IEP requirements for which the teacher is responsible. This meeting shall be scheduled within 15 days of the student's assignment to the class or as soon as practical. Additional meetings may be held as requested by unit members or the District.
- 13.3 The determination of the size and makeup of classes that will include the inclusive education student(s) shall take into consideration any extraordinary demands on physical space, classroom climate, and/or teacher supervision and planning.
- 13.4 The District will ensure the regularly scheduled presence of paraeducators, according to the student's IEP, including securing substitutes, in order that they perform required duties. Unit members acknowledge their professional responsibility in cases of emergency (as defined by section 3.2 or a 911 call).
- 13.5 Unit members will be afforded the opportunity to give input regarding the schedules for paraeducators developed by the paraeducator's supervisor.
- 13.6 The District and Association acknowledge and agree that the purpose of this Article as set forth in section 13.1 above is well served by making student assignments in accordance with legal requirements in a manner in which as many general education self-contained and core classroom teachers as practical gain relevant experience and expertise. These assignments will be allocated equitably across unit members within grade levels. (Core is defined as a language arts and/or social studies class taught by a single teacher for a time period equivalent to at least 1/3 of the normal instructional day for the grade level.)
- 13.7 Unit members, in consultation with District and site administrators, shall be provided support and assistance (such as scheduling considerations, released time, training, and/or paraeducator support) to carry out responsibilities and requirements (such as training, meetings, and curriculum development) associated with inclusive education student(s).

- 13.8 Except in cases of emergency (as defined in section 3.2 or a 911 call), no unit member shall be required to perform specialized services such as assisting with personal care tasks or health and/or medical procedures unless he/she has volunteered to be designated as an employee who will perform such services as permitted by law and has been trained. “Volunteer” means the decision to be designated as set forth in this section is entirely at the initiative and discretion of the teacher. A unit member’s volunteering to do so does not set a precedent for the ongoing provision of such services by a unit member assigned to a particular level.
- 13.9 Meetings between unit members and support specialists and/or parents should be scheduled, whenever possible, before or after class hours. This shall not preclude the scheduling of all-day, consecutive IEP meetings.
- 13.10 In recognition of the distinct efforts made by general education unit members to accomplish the purpose of this Article as set forth in section 13.1 above, the District will provide support as follows:
- 13.10.1 Upon the request of the unit member or principal, “support meetings” shall be held to discuss alternatives for supporting the general education teacher with regard to section 13.1 above. Examples of such alternatives may include but are not limited to professional development for the general education teacher, paraeducators, prep time, restructuring of the student’s day, clerical support, etc.
- 13.10.2 K-5 general education unit members providing inclusive education for 50% or more of the regular student instructional day as defined in this Article shall, upon written request to the site administrator and Director of Student Services, receive an annual stipend equal to 1.5 post graduate units (Minimum Salary).
- 13.10.3 A K-5 general education teacher may request additional support beyond that described in section 13.10 through the process set forth in sections 13.11.1 through 13.11.3.
- 13.11 In addition to inclusive education students as defined by this Article, the parties recognize that there are exceptional cases in which general education teachers may be required to devote additional time and resources to other students with complex needs, behavioral issues, and/or other circumstances that present challenges to establishing the most effective learning environment for the student. This may include situations in which the student’s supports may not have been fully identified. In such cases, the following shall apply:
- 13.11.1 A K-8 general education teacher, site administrator or the Director of Student Services may initiate a request that the teacher receive the supports set forth in section 13.10.
- 13.11.2 Upon agreement by the involved administrator and the unit member, such request shall be granted.

13.11.3 If the foregoing parties are not able to reach agreement, the unit member may request review by the Superintendent. The decision of the Superintendent shall be final.

ARTICLE 14: EVALUATION

14.1 Evaluator

Unit members covered by this Agreement shall be evaluated by District administrator(s) who shall be identified as the “evaluator(s).”

14.2 Frequency (Education Code §44644(a))

Evaluation and assessment of the performance of each bargaining unit member shall be made on a continuing basis as follows:

14.2.1 Probationary and temporary unit members shall be evaluated at least once each school year.

14.2.2 Permanent unit members shall be evaluated at least every other school year, unless they qualify for and elect evaluation at least every five (5) years as detailed in Section 14.2.2.1.

14.2.2.1 Unit members with permanent status shall be evaluated at least every five years if the unit member and evaluator consent to this schedule and if the unit member meets the following criteria:

- Has been employed at least ten (10) years with the District; and
- Whose previous summative evaluation rating was “meets standards.”

14.2.2.2 Upon unit member and evaluator consent, the form to indicate that the five-year schedule has been chosen shall be completed at the goal setting meeting to be held no later than October 15.

14.2.2.3 Should the evaluator withdraw consent, the unit member shall be notified by May 15 and provided with written reasons for the denial. Should either the evaluator or the unit member withdraw consent, a standard, formal evaluation will be conducted in the following school year.

14.2.2.4 Leaves of absence shall not be construed as a break in the ten (10) years of service required for this evaluation schedule.

14.2.3 Unit members who are not scheduled to be evaluated during the current year, but who have requested and received a change in grade level or subject matter assignment may be required to participate in the formal evaluation process, contingent upon prior experience. Unit members shall be notified in the Preliminary Staff Assignment (section 10.6) that they may be formally evaluated pursuant to this section.

14.2.4 A unit member who receives a “does not meet standards” on his/her summative evaluation rating on the Report of Professional Evaluation Form shall be evaluated annually until a “meets standards” summative evaluation rating is achieved or the unit member resigns, is dismissed, or otherwise leaves the District. Any unit member who receives a “does not meet standards” summative rating may request Association representation at evaluation-related meetings described in this Article with his/her evaluator. In such case, the unit member shall provide reasonable advance notice to the evaluator. The availability of an Association representative shall not impede timely meetings.

14.2.5 If a unit member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, the evaluation shall take place during the first year of the unit member’s return to duty. The provisions of this Section 14.2.5 shall not apply to unit members granted a leave of absence for the purposes of a “job share.” Unit members on a job share assignment will be evaluated according to the schedules described above.

14.2.6 Unit members who are not on a formal evaluation cycle will meet with their evaluator no later than October 15 of each year to review the prior year’s goals, to establish three goals for the current year, and to plan for professional development.

14.3 Evaluation Criteria (Education Code §44661.5, 44662)

The California Standards for the Teaching Profession (CSTP) as periodically revised (see Appendix 9), shall be used to assess a unit member’s performance.

14.3.1 Non-classroom (e.g., counselors, nurse, librarian, etc.) unit members whose responsibilities cannot be evaluated under the above standards shall be evaluated according to standards and criteria set forth in evaluation-related forms specific to their classification.

14.3.2 Evaluation and assessment shall not include the use of publishers’ norms established by standardized tests.

14.4 Preliminary Steps

No later than September 15 of the year in which the evaluation is to take place, unit members to be evaluated shall be furnished a copy of the evaluation procedures, the name of the evaluator to whom he/she is assigned for evaluation purposes, a copy of the CSTP (Appendix 9) upon which the evaluation is to be based, copies of the goal-setting form, and a copy of this Article.

14.5 Evaluation Process

The evaluation process shall include the following activities at a minimum:

14.5.1 Formal classroom observations shall be scheduled with the unit member at least two (2) working days prior to their occurrence and shall be followed by an

observation conference within three (3) working days of the observation. A unit member, upon request, shall be entitled to additional classroom observation. Nothing in this Article shall preclude informal classroom visits by administrators.

14.5.2 The observation form will become part of the personnel file.

14.5.3 Support Plan for Permanent Unit Members:

If a unit member receives an “Unsatisfactory” or “Needs Improvement” ranking on any Standard of the evaluator shall engage in a collaborative planning process to create a Support Plan.

Specific areas of assistance offered may include, but are not limited to:

- a) Opportunity to attend workshops, trainings, or in-services
- b) Opportunity to observe other unit members or see model lessons
- c) Opportunity to review materials, resources, or strategies
- d) Opportunity to consult with others and receive assistance
- e) Assistance from the support programs as described in Article 15: Support Programs

14.5.4 Improvement Plan for Permanent Unit Members:

In the case of a summative evaluation rating of “Does Not Meet Standards,” on the Report of Professional Evaluation Form, the evaluator and the unit member shall engage in a collaborative planning process to create an Improvement Plan. The plan will assist the unit member in correcting any areas cited in the evaluation as needs to improve or unsatisfactory including assignment of a Certificated Improvement Specialist under the provisions of Article 15: Support Programs. The role of the evaluator and/or Certificated Improvement Specialist to assist the unit member shall include, but not be limited to, the following:

- 14.5.4.1 specific recommendations for improvement;
- 14.5.4.2 direct assistance to implement such recommendations;
- 14.5.4.3 provision of additional resources to be utilized to assist with improvement;
- 14.5.4.4 techniques to assess improvement;
- 14.5.4.5 a time schedule to monitor progress.

14.5.5 Because Education Code §44664 requires the evaluation to be continuous in nature, the evaluation shall include data collection during the entire evaluation period, including but not limited to, data collected under the appropriate evaluation model. (See Appendix 8)

14.5.6 A unit member shall not be evaluated on, or held accountable for, any aspect of the educational program over which the unit member has no authority to correct or modify.

14.6 Evaluation Process Models

14.6.1 Intensive Evaluation Process

14.6.1.1 The “intensive evaluation” process shall be provided for all unit members who are designated as probationary/temporary or for permanent unit members who have received a summative evaluation rating of “Does Not Meet Standards” in the prior year’s evaluation. Probationary unit members who held permanent status in their previous district within the last three years may choose the “standard evaluation” process.

14.6.1.2 The evaluator and the unit member shall meet no later than October 15 of each year to review the prior year’s goals, to establish three goals for the current year, and to plan for professional development. The evaluator may modify or add objectives at any time during the evaluation period.

14.6.1.3 The evaluator, the Certificated Improvement Specialist, and the unit member shall determine a specific number of formal observations to be conducted throughout the course of the school year. However, in no case shall there be fewer than three formal observations by the evaluator.

Prior to each formal observation, the evaluator and the unit member will confer regarding the objectives and strategies to be reflected in the lesson and the elements of the CSTP to be emphasized. Following each formal observation, the evaluator will meet with the unit member to discuss the observation. A written summary of the observation and the conference will be given to the unit member within five (5) working days of the formal evaluation.

14.6.1.4 No later than 30 calendar days prior to the end of the school year, the evaluator and the unit member shall meet to discuss and review the summative evaluation.

14.6.1.5 Because Education Code §44664 requires the evaluation to be continuous in nature, the summative evaluation will be based upon data collection during the entire evaluation process, as well as data collected through both formal and informal classroom observations and/or information discussed in evaluator/unit member conferences. (See Appendix 8)

14.6.2 Standard Evaluation Process

14.6.2.1 The “Standard Evaluation” process shall be provided for all permanent unit members who received a summative evaluation rating of “Meets Standards” on the Report of Professional Evaluation Form for the most recent evaluation. (Probationary unit members who held permanent status in their previous district within the last three (3) years may choose the “standard evaluation” process.)

A permanent member who receives an “Unsatisfactory” or “Needs Improvement” ranking on any Standard of the Report of the Professional Evaluation Form may be assigned to support as described in Article 15: Support Programs.

14.6.2.2 The evaluator and the unit member shall meet no later than October 15 to review the prior year’s goals, to establish three (3) goals for the current year, and to plan for professional development. The unit member and the evaluator shall mutually identify the goals and objectives upon which the summative evaluation will be based, except that the evaluator may add one goal.

14.6.2.3 The evaluator, the Certificated Improvement Specialist (if one is assigned), and the unit member shall determine a specific number of formal observations to be conducted throughout the course of the school year. In no case, however, shall there be fewer than one (1) formal observation by the evaluator. At the conclusion of each scheduled observation, the evaluator shall complete an Observation Checklist form and will meet with the unit member to discuss the observation. A written summary of the observation and the conference will be given to the unit member within five (5) working days of the formal observation.

14.6.2.4 No later than 30 calendar days prior to the end of the school year, the evaluator and the unit member shall meet to discuss and review the summative evaluation.

14.6.2.5 Because Education Code §44664 requires the evaluation to be continuous in nature, the summative evaluation will be based upon data collection during the entire evaluation process, as well as data collected through both formal and informal classroom observations and/or information discussed in evaluator/unit member conferences. (See Appendix 8)

14.6.3 Alternative Evaluation Process

14.6.3.1 The “alternative evaluation” process may be provided, with the consent of the evaluator, for any permanent unit member who received a summative evaluation rating of “meets standards” on the Report of the Professional Evaluation Form for the most recent evaluation.

14.6.3.2 The evaluator and the unit member shall meet no later than October 15 to discuss and agree upon the unit member’s selection of a research project or “focus” which is related to classroom instruction. Unit members who participate in this process shall continue to be held accountable for meeting the CSTP, but the emphasis of the evaluation process shall be on the individual project or identified instructional focus.

14.6.3.3 No later than February 1, the unit member who participates in the alternative evaluation process model shall provide a written report of his/her progress toward meeting the established goals and objectives of the project or classroom focus for the year.

No later than February 15, the evaluator and the unit member shall meet to discuss and review the unit member’s progress toward addressing the goals and objectives of the project or classroom focus. If either the unit member or the evaluator believes the project cannot be satisfactorily concluded by May 10, the evaluator shall complete the standard evaluation process (Section 14.6.2 and 14.7), and the unit member shall participate in a standard evaluation process the following evaluation year.

14.6.3.4 Because Education Code §44664 requires the evaluation to be continuous in nature, the summative evaluation will be based upon data collection during the entire evaluation process, as well as data collected through both formal and informal classroom observations and/or information discussed in evaluator/unit member conferences. (See Appendix 8.) A copy of the unit member’s self-assessment shall be attached to the summative evaluation.

14.6.3.5 Unit members who participate in this process shall choose, subject to approval by the evaluator, an evaluation model which best addresses the identified project or instructional focus:

14.6.3.5.1 Collaborative Group

Participants will meet for regular, structured interactions between members of grade level or subject matter groups. The group may focus on a specific area of educational growth or on a

curriculum project. All members of the group need not be using the alternative process model.

14.6.3.5.2 Portfolio

The unit member may choose to compile a portfolio of materials to demonstrate progress toward achieving the goals of the research project or classroom focus. The final portfolio shall include a minimum of three types of items. Examples of such items include, but are not necessarily limited to: a log of teacher and/or classroom activities; journal reflections on a series of lessons; samples of student work over time to show progress; examples of particular lessons, assignments, or curriculum; photographs; videotapes; student evaluations and/or reflections on selected activities.

14.6.3.5.3 Action Research

The unit member will select and outline a specific concept, instructional strategy, or learning theory to be researched and implemented. Documentation will be collected to demonstrate the in-depth study, the practices implemented, and a determination of the validity of the concept researched. This process may be undertaken in conjunction with university course work in the pursuit of a post-baccalaureate degree.

14.6.3.5.4 Professional Growth Project

The unit member may select a specific focus for acquiring knowledge and implementing an instructional strategy. The unit member shall, in consultation with the evaluator, develop a schedule of personal research, staff development sessions, conferences, and/or university course work. The focus of this project shall be upon the implementation and evaluation of the impact of the chosen strategy. Documentation (including, but not limited to, self-reflective journal) will be collected to demonstrate the in-depth study, the practices implemented, and a determination of the validity of the concept researched.

14.6.3.5.5 Unit Member Generated Options

Unit members may develop, in consultation with the evaluator, new or innovative options.

14.7 The Summative Evaluation Conference

A final written evaluation shall be transmitted to the unit member no later than thirty (30) calendar days prior to the end of the school year. If the unit member disputes the content, the unit member may prepare a written statement that shall be attached and incorporated into the final evaluation. Before the last unit member workday scheduled on the school calendar, a meeting shall be held between the evaluator and the unit member to discuss the evaluation. The summative ratings used in the final evaluation shall be “meets standards” or “does not meet standards.” “Does not meet standards” means “unsatisfactory” for the purposes of Education Code §44660 et seq. and §44938.

ARTICLE 15: SUPPORT PROGRAMS

15.1 Purpose

LLEA and the District share an interest in supporting all unit members to improve, enhance and refine their knowledge and skills, including unit members who are changing assignments. The support programs outlined in this article enable permanent unit members to assist beginning, temporary, probationary, and permanent unit members.

15.1.1 Support can be provided by three different types of support professionals: BTSA Advisor, Peer Coach, and/or Certificated Improvement Specialist.

15.1.2 Unit members may be assigned support by their evaluator or they may voluntarily request support. Support shall be provided in the following priority order (i.e., full support to one category before addressing a subsequent category): a) unit members on an Improvement Plan; b) unit members on a Support Plan; c) unit members new to the district or new to a position and d) unit members voluntarily requesting support.

15.2 Beginning Teacher Support and Assessment (BTSA): The District may, but is not required to utilize a *current or former* District Employee or contract with another agency (e.g., currently the San Mateo County Office of Education), to provide this program to beginning teachers as defined. The following subsections shall apply only if the District elects to provide a BTSA program in this matter.

15.2.1 A Beginning Teacher is any unit member having fewer than two full years of teaching experience.

15.2.2 The BTSA Advisor is selected in accordance with the designated BTSA Program (“Program”) to provide assistance to Beginning Teachers. The minimum qualifications of the BTSA Advisor shall be those established by the Program.

15.2.3 A BTSA Advisor will be assigned to one or more beginning teachers to provide assistance for a period of two years, or as established by the Program.

15.2.4 The BTSA Advisor and the evaluator should have a cooperative relationship and collaborate regarding the assistance provided to Beginning Teachers.

15.2.5 A Beginning Teacher will be assigned a Peer Coach by the site principal to provide assistance with District and school procedures unless the BTSA Advisor is a *current or former District employee* familiar with the role to the extent they can also serve in the role of the Peer Coach.

15.2.6 Neither the BTSA Advisor nor the Peer Coach will make written reports regarding individual Beginning Teachers.

15.3 Peer Coach

- 15.3.1 A Peer Coach is a permanent unit member who provides assistance to unit members who are either new to the profession, new to the District, or new to their assignment. A Peer Coach may also provide assistance to *permanent* unit members who have a Support Plan (See Article 14) that indicates need for improvement in one specific standard (See Appendix 9).
- 15.3.2 A Peer Coach must have a least three years of classroom experience. A Peer Coach has demonstrated teaching ability as indicated by, among other things, communication skills, knowledge and commitment to the District and state curricula and standards. A Peer Coach has a clear understanding of District and site procedures, forms, and practices. In addition, a Peer Coach has the ability to work cooperatively and effectively with other teachers and administrators and has demonstrated leadership skills.
- 15.3.3 The site principal will select Peer Coaches as the need is determined. The principal will notify unit members of the opportunity to volunteer for this position. Notwithstanding section 15.3.1, if there are insufficient qualified volunteers according to section 15.3.2, the principal may ask for non-permanent volunteers with sufficient and applicable teaching experience.
- 15.3.4 The term of the Peer Coach shall be one year, extended at the discretion of the principal and the willingness of the unit member.
- 15.3.5 The Peer Coach may meet/consult with the principal or designee regarding the nature and content of the assistance to be provided.
- 15.3.6 The role of the Peer Coach is to ease the transition of the new unit member by meeting regularly, answering questions, providing resources, providing background on school events/practices, and anticipating upcoming preparations.
- 15.3.7 A Peer Coach will submit a log of activities and hours to the site principal. A Peer Coach shall receive a stipend equal to 1.5 post graduate units (Minimum Salary). Peer Coaching hours shall not exceed thirty hours per school year.

15.4 Certificated Improvement Specialist

- 15.4.1 A Certificated Improvement Specialist provides assistance to a unit member who received a summative evaluation rating of “Does Not Meet Standards” on the Report of Professional Evaluation form and who has an Improvement Plan (See Article 14). A Certificated Improvement Specialist may also provide assistance to a unit member who has a Support Plan (See Article 14) that indicates need for improvement in multiple standards (See Appendix 9).
- 15.4.2 A Certificated Improvement Specialist must be a permanent unit member with at least three years of classroom experience. A Certificated Improvement Specialist has demonstrated teaching ability as indicated by, among other things, communication skills, knowledge, and commitment to the District and state

curricula and standards. A Certificated Improvement Specialist has a clear understanding of District and site procedures, forms, and practices. In addition, a Certificated Improvement Specialist has the ability to work cooperatively and effectively with other teachers and administrators and demonstrated leadership skills.

15.4.3 Permanent unit members may apply to serve as a Certificated Improvement Specialist on an annual basis. The application procedure, job description and selection process shall be determined by the Ongoing Communications Committee. (See Article 19.)

15.4.4 There shall be one (1) Certificated Improvement Specialist selected to meet the needs of each unit member who has an Improvement Plan or who has a Support Plan and has not been assigned a Peer Coach to provide assistance. (See Article 14 and section 15.3.1.) Specialists may confer and consult with one another throughout the implementation of the Plan(s).

15.4.5 If there are no internal applicants, outside personnel may be selected to serve as Certificated Improvement Specialists on an as needed basis.

15.4.6 The role of the Certificated Improvement Specialist is to address in a targeted fashion the area(s) of performance designated in the Support or Improvement Plan of the unit member needing assistance. The Specialist(s) and the unit member shall work collaboratively in the implementation of the Plan. The Specialist and the evaluator should have a cooperative relationship and collaborate regarding the assistance provided to the unit member.

15.4.7 A Certificated Improvement Specialist will submit a log of activities and hours to the evaluator, which shall clearly describe the assistance offered to the member.

15.4.8 A Certificated Improvement Specialist shall receive a stipend equal to one increment per school year.

15.5 Other Provisions

15.5.1 Functions performed by unit members under this Article shall not constitute either management or supervisory functions as defined by Government Code Section 3540.1(g) and (m).

15.5.2 Unit members who perform functions as Advisors, Coaches, or Specialists shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.

15.5.3 Records

- 15.5.3.1 All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act.
- 15.5.3.2 All parts of the selection process of Advisors, Coaches or Specialists will be treated as confidential and will not be disclosed except as required by law.

ARTICLE 16: SELECTION COMMITTEE

- 16.1 The Selection Committee shall assist the Superintendent in approving sabbatical leaves, and in performing any other personnel-related duties he/she may require.
- 16.2 Election of the Committee
- 16.2.1 The Committee shall be elected when needed to perform the duties outlined in Section 16.1.
- 16.2.2 The term of the members shall last until the end of the school year in which they are elected.
- 16.2.3 Election shall be by secret preferential ballot.
- 16.2.4 All unit members are automatically candidates for election to the committee.
- 16.2.5 All unit members shall be eligible to vote for members of the selection committee.
- 16.2.6 The votes will be counted by the negotiations chair or other designee of the Las Lomas Education Association President and an administrator designated by the Superintendent.
- 16.3 Forming the Committee
- 16.3.1 The Superintendent will invite the two persons from each school with the highest total weighted vote to be on the committee. The two additional positions will be filled by the remaining individuals having the highest total weighted vote, regardless of school.
- 16.3.2 A person who is applying for a mentor teacher position or for a sabbatical leave may not be on the committee, but a person applying for a grant may be on the committee.
- 16.3.3 If anyone who is invited to be on the committee declines, the person with the next highest number of votes will be asked.
- 16.3.4 If two people have exactly the same vote total, an order will be established by flipping a coin.

ARTICLE 17: LEAVES

17.1 Leave Rights

- 17.1.1 The benefits in this Article are in addition to statutory leave benefits, and it is understood and agreed that all statutory leave benefits are incorporated into this Agreement by reference as if fully set forth herein.
- 17.1.2 Unit members on paid leaves of absence shall continue to receive wages, health and welfare benefits, leave benefits, and salary and retirement credit in the same amounts as if they were not on leave. Unit members on Family Care and Medical Leave or on Sabbatical Leave and unit members participating in the Reduced Workload Program shall receive benefits as set forth in the contract. Unit members on unpaid leave shall be allowed at their own expense (with exceptions as set forth in the contract) to continue coverage in District health plans, subject only to restrictions imposed by insurers.
- 17.1.3 An employee returning from a paid or unpaid leave of absence shall be placed in a position for which her/his training and experience are appropriate, if such position is available, with exceptions as set forth in the contract. Any stipulations made in accordance with the request for a leave shall be honored. If it is necessary for a unit member returning from leave to displace another unit member from his or her position, length of service in the District will be one of the factors the Superintendent will take into account.

17.2 Unpaid Leaves

- 17.2.1 An employee may request a full-time or part-time leave for all or part of the school year.
- 17.2.2 Requests for unpaid leaves must be made by February 15 for the following school year.
- 17.2.3 Leaves are granted on the condition that the unit member on leave notify the administration in writing by February 15 of her/his intention to return or not return to the District or to full-time status in the following school year.
- 17.2.4 An employee may stipulate as a condition of her/his request for leave that he/she be reinstated in a specific position upon return to the District.
- 17.2.5 Leaves of absence shall not be construed as a break in the continuity of service required for the classification of the unit member as permanent; however, time spent on leave is not to be considered for the purpose of becoming a permanent teacher in the District or for the consecutive service stipend.
- 17.2.6 Unit members on full-time leave shall not advance on the salary schedule for years of service.

17.2.7 The Superintendent may, if circumstances warrant, waive the notification dates specified above.

17.2.8 By February 1 of each school year, the Superintendent will identify and publicize to the staff those positions that are hard to fill. A unit member in one of those positions will be granted part-time or full-time leave only on a contingency basis (with the exception of family leave required by law), dependent upon the availability of a qualified replacement. The unit member requesting the leave will be notified of the District's ability to hire a qualified replacement prior to July 1 of the year in which the leave is to be taken. At that time, if the District has not been successful in finding a qualified replacement, the unit member may elect to keep the request active or to withdraw the request.

17.2.9 The District may, at its discretion, grant leaves for purposes not set forth in this section.

17.2.10 Leaves in this section are normally granted on an annual basis. Upon request, the District may, at its option, extend a leave.

17.3 Family Care and Medical Leaves

17.3.1 Unit members are entitled to unpaid leave to care for a seriously ill member of the immediate family for up to twelve weeks (12) under the provisions of the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The District will comply with all provisions of applicable state law including the Education Code, the CFRA as amended and all provisions of applicable federal law including the FMLA of 1993.

17.3.2 The District may not require a unit member to substitute FMLA-CFRA leave for paid leave to which he/she is entitled under the contract; however, a unit member may choose to take FMLA-CFRA leave in lieu of paid leave to which he/she is entitled.

17.3.3 Leave under this article shall run consecutive to, not concurrent with, other leave available to the unit member. Use of differential sick leave days for the care of an ill spouse or registered domestic partner shall run concurrently with days provided by FMLA and CFRA.

17.3.4 All unit members who have been employed by the District for at least twelve (12) months on the date on which leave begins are eligible for FMLA-CFRA leave.

17.3.5 A unit member's eligibility for leave under this Article shall not be affected by entitlement, or lack thereof, of another member of the unit member's family to any leave benefit under any statute or any employment.

17.3.6 A unit member may elect to begin FMLA-CFRA birth or placement leave at any time prior to twelve months after the birth of a child or placement of a child in the unit member's home.

- 17.3.7 Unit members on FMLA-CFRA leaves are guaranteed return to the same position held at the beginning of the leave, assuming that the period of the leave is within the same school year.
- 17.3.8 Leave under this Article shall entitle the unit member to group medical and dental benefits for the unit member and any dependents up to a maximum amount of the District contribution to unit member Benefits he/she is entitled to receive under the contract.
- 17.3.9 Leave under this Article shall entitle the unit member to continued accrual of all “service related” rights of employment, including, and without limitation, seniority, salary advancement, reemployment, and participation in optional benefit programs, provided that the carrier allows such participation.
- 17.3.10 As allowed by the State Teachers’ Retirement System, unit members may purchase additional service credit for approved FMLA-CFRA leave.
- 17.3.11 The 12-month period for calculating leave use under FMLA-CFRA is based on a rolling 12-month period measured backward from the date the unit member uses any such leave.
- 17.3.12 Unit members employed by the District for at least twelve (12) months shall be entitled to up to twelve (12) weeks of child bonding leave at differential pay pursuant to Education Code section 44977.5 subject to eligibility requirements set forth in these laws and implementing regulations. Upon request, the District Human Resources Department shall provide explanatory materials to unit members regarding these leave benefits.

17.4 Sabbatical Leaves

17.4.1 General

A sabbatical leave is a privilege granted to qualified certificated personnel of the District. The intent of the sabbatical is to improve the effectiveness of the teacher through travel or study or both. The purpose of a sabbatical is to provide an opportunity for a qualified individual to grow professionally by means not available to her/him when carrying out a regular teaching assignment. It is expected that the benefits gained through sabbatical leave will be of immediate value to the District and extend beyond this to increase the potential contribution of the unit member to the total profession.

Within the limits of District policy, sabbatical leaves may be granted to certificated unit members after seven (7) years of consecutive service in the District. Seven (7) additional years of consecutive service will be required to establish eligibility for a second sabbatical leave. One sabbatical leave may be granted for each fifty certificated unit members in the unit, or major fraction thereof. By January 15 of

each year the District will announce how many, if any, sabbatical leaves will be available for the next school year to qualified applicants.

17.4.2 Application

Application for sabbatical leave must be made to the Superintendent by letter before February 15 in order to be effective the following year. The selection committee shall assist the Superintendent in approving sabbatical leaves. All applications must be approved by a majority of the Governing Board.

17.4.3 Compensation

Compensation for sabbatical leave will be one-half the salary as calculated on the salary formula and one-half of the unit member benefits in effect during the year of leave, in accordance with the Education Code.

17.4.4 Activities

17.4.4.1 Advanced graduate work: The applicant must successfully complete the normal course load as prescribed by the college or university attended and be approved by the Superintendent.

17.4.4.2 Independent study: As approved by the Selection Committee.

17.4.4.3 Travel: The applicant must submit to the Superintendent for approval, a proposed itinerary before departure and three copies of her/his written report by November 1 after her/his return to full-time duty.

17.5 Paid Leaves

17.5.1 Sick Leave

A certificated unit member is entitled to ten (10) days sick leave each school year, in addition to any leave days that fall under Worker's Compensation. Such leave is applicable the first day of the school year, and is accumulated indefinitely. In addition to all illness/injury leave that a unit member may accumulate within the District, he/she shall also be entitled to all unused illness/injury leave which may have been accumulated while employed in a position requiring certification in another school district, provided that the teacher is coming directly from another California district without a break in service.

17.5.2 Pregnancy Disability Leave

A unit member's sick leave and/or extended sick leave shall be utilized for disability due to pregnancy, miscarriage, abortion, and recovery therefrom. Such leave shall commence with the onset of disability as determined by a physician and shall end when the unit member can return to work. The unit member may continue work until such time as her physician deems that her well-being and/or inability to

perform her duties require commencement of disability leave. Such leave shall not be granted to provide periods of convalescence beyond disability prior to or following childbirth. Such leave shall not be granted to provide for childcare.

17.5.3 Sick Leave Beyond the Number of Earned and Accumulated Days

When absence for personal illness or injury or pregnancy disability extends beyond the number of earned and accumulated days of sick leave, the unit member will be paid a salary differential for a period of time up to and including five months after all earned and accumulated sick leave has been used. The salary deduction for such absences shall be the established rate paid to the substitute teacher. A unit member may receive no more than five months of differentiated pay within a school year.

17.5.3.1 A unit member who exhausts all of his or her sick days and has a continuing need to care for a spouse or domestic partner whose illness or injury meets the definitions in 17.5.5.1, 17.5.5.1.1 and 17.5.5.1.2 may use sick leave as provided in this section to tend to medical appointments or assistance that are required for the sick spouse or registered domestic partner. Unit members using “differential sick leave” for these purposes may use up to 30 days which may be taken only in whole day increments.

17.5.4 Extended Sick Leave

When absence for personal illness or injury extends beyond the number of earned and accumulated days of sick leave and allowable differential pay, the unit member will be granted Extended Sick Leave. The salary deduction during such leave shall be the lesser of the established rate paid to the substitute teacher or 50% of the unit member’s regular salary. Any such payments will terminate at the conclusion of the school year.

17.5.5 Catastrophic Leave

17.5.5.1 It is the intent of the District to provide a Catastrophic Leave Program where unit members who are seriously ill may use sick leave credits donated by colleagues. The intent is to make available an extended period after a unit member exhausts his/her sick leave where he or she may continue to earn a full pay while recuperating. Should the unit member exhaust catastrophic leave credits before the end of the school year, he or she may participate in the extended sick leave program as described in Article 17.5.4 through the end of the school year.

Unit members may apply for and be eligible to receive catastrophic leave pursuant to the following:

- 17.5.5.1.1 The unit member is suffering from an incapacitating illness or injury which is expected to continue for an extended period of time, as verified by the attending physician, and which prevents the unit member from performing his/her regularly assigned work. Physician verification shall set forth the diagnosis, prognosis and expected length of absence.
- 17.5.5.1.2 The time off work must create a financial hardship for the unit member because he or she has exhausted all accrued sick leave and any other paid time.
- 17.5.5.1.3 Eligibility for catastrophic leave shall run concurrently with leave described in Article 17.5.3 (Sick Leave Beyond the Number of Earned and Accumulated Days) in the Collective Bargaining Agreement for a maximum of five months.
- 17.5.5.1.4 In the event that the participating unit member is unable to return to work after exhausting catastrophic leave described in Section 17.5.5.1.3 above, he or she shall be eligible for Extended Sick Leave as described in Article 17.5.4 of the Collective Bargaining Agreement for the remainder of the school year.
- 17.5.5.1.5 Unit members will not be eligible to use catastrophic leave credits unless they have previously donated sick leave credits to the reserve as defined below.
- 17.5.5.1.6 Catastrophic leave credits may be used only in full-day increments. Part-time unit members must use catastrophic leave credits in increments equal to their percent of full-time equivalent.
- 17.5.5.2 Procedures for Contributing Sick Leave Credit to the Catastrophic Leave Bank
 - 17.5.5.2.1 Unit members may contribute up to 3 sick leave credits per year.
 - 17.5.5.2.2 The catastrophic leave provision shall not be in effect for any school year in which a solicitation of days is made and a minimum of seventy-five donated sick leave credits for that year is not achieved. Unused sick leave credits are carried over to the next school year and added to that year's solicitation and if the

total in the bank reaches 150 credits, solicitations will stop until the balance is drawn down to 75 or fewer. If the minimum level of 75 days is not achieved for two years in a row, the Catastrophic Leave Program shall automatically be rescinded and any unused sick leave credits in the bank shall be returned, on a proportional basis if need be, to those who donated credits and who did not use any catastrophic leave credits.

17.5.5.2.3 Notwithstanding section 17.5.5.2.2, unit members initially employed at a time when the total in the bank reaches 150 credits shall be allowed to contribute pursuant to the provisions of this section 17.5.5.

17.5.5.2.4 Sick leave credits may be contributed only from July 1 through October 1 of the school year. Unit members employed by the district after October 1 may donate to the catastrophic sick leave bank within the first thirty calendar days of employment.

17.5.5.2.5 Contributions of sick leave credits are irrevocable and shall be for full days only.

17.5.5.2.6 Only unit members who have contributed days to the catastrophic leave bank are eligible to use it.

17.5.5.2.7 Unit members who have used days of catastrophic leave must contribute at least one day prior to October 1 of the subsequent school year in order to maintain eligibility for catastrophic leave.

17.5.5.3 Catastrophic Leave Committee

17.5.5.3.1 The provisions of the Catastrophic Leave Program will be administered by the "Selection Committee" which is defined in Article 16 of the Collective Bargaining Agreement between the LLEA and the LLESD. The Committee's duties shall include:

17.5.5.3.2 Determining and certifying that the unit member is eligible for catastrophic leave based on the severity of the illness/accident and physician's verification of illness/injury.

17.5.5.3.3 Determining the number of days to be granted, if any, considering such factors as the anticipated duration

of the illness, previous use of sick leave and leave pursuant to this agreement and length of service.

17.5.5.3.4 Establishing procedures for requesting and for donating catastrophic leave credits. The committees shall act prudently to ensure that a sufficient number of days are in the catastrophic leave bank to meet anticipated needs.

17.5.5.3.5 Approving and designating appropriate forms for donating and requesting catastrophic leave credits.

17.5.5.3.6 Determining method of proration for sick leave days returned to donors upon cessation of the program.

17.5.5.3.7 The administering committee (Selection Committee) may require that an applicant for catastrophic leave apply to STRS for disability allowance in lieu of using the leave provided in this agreement.

17.5.5.4 Procedures for Requesting and Donating Catastrophic Leave Credits

17.5.5.4.1 At the beginning of each year, all unit members will be given the opportunity to donate up to three (3) sick days to the catastrophic leave bank using the Catastrophic Leave Bank Contribution Form. The donation period shall be from the first day of school year through October 1.

17.5.5.4.2 Unit members requesting catastrophic leave credits may do so by completing the application provided by the Selection Committee. The application will be reviewed by the Selection Committee at its next regularly scheduled meeting, unless the nature of the request requires a more timely response, in which case a special meeting will be convened.

17.5.5.5 Miscellaneous

17.5.5.5.1 Unit members do not accrue sick leave while using catastrophic leave credits.

17.5.5.5.2 Unit members receiving workers' compensation benefits for industrial illness/injury shall not be entitled to use catastrophic leave credits provided in this agreement.

17.5.5.5.3 Approval or denial of catastrophic leave requests by the Committee shall not be subject to appeal or subject to grievance through provisions in the Collective Bargaining Agreement.

17.5.5.5.4 Catastrophic sick leave, if granted, shall not commence until all sick leave is exhausted, or ten days after illness commences, whichever is later.

17.5.5.6 A unit member with a spouse or registered domestic partner suffering from illness or accident defined in 17.5.5.1, 17.5.5.1.1, and 17.5.5.1.2 above may use leave currently included in the Collective Bargaining Agreement as described below. This is separate from the Catastrophic Leave provisions described in section 17.5.5 and subsections above.

This coverage is conditioned upon the domestic partner meeting all of the criteria of California Family Code Section 297, and upon the unit member presenting the District with proof that a valid declaration of domestic partnership has been filed according to the above Family Code section or with any local agency registering domestic partnerships.

17.5.6 Bereavement Leave

Bereavement leave, with pay, up to five (5) days shall be granted all unit members on the occasion of the death of any member of her/his immediate family. Member of the immediate family is defined as mother (stepmother), father (stepfather), uncle, aunt, grandmother, grandfather or grandchild of the unit member or of the spouse of the unit member and the spouse, son (stepson), son-in-law, daughter (stepdaughter), daughter-in-law, brother or sister of the unit member; legal guardian, foster child, or any person (assuming such person is designated on the unit member's emergency card as a contact) living in the immediate household of the unit member. This leave shall not be deducted from accumulated sick leave.

17.5.7 Personal Necessity Leave

Certificated personnel may use up to seven (7) days per year of accumulated sick leave, at their election (or more at the discretion of the Superintendent), in any of the following situations:

17.5.7.1 Death of member of the immediate family, when additional leave is required beyond the days allowed above.

17.5.7.2 Accident involving the unit member's person or property, or the person or property of a member of the immediate family, as defined.

17.5.7.3 Appearance in court for matters not covered under Legal Leave.

- 17.5.7.4 Illness of a member of the immediate family, as defined above.
- 17.5.7.5 Religious holiday.
- 17.5.7.6 Personal necessity for which prior approval of the absence has been granted. Such necessity exists when a personal matter can only be attended to during the unit member's workday. Criteria considered when granting approval will include (but not limited to) scheduling of a special event or opportunity which may restrict travel options, availability of substitute teacher coverage, and/or frequency of requests by the specific unit member. The final decision as to what constitutes such personal necessity is within the authority of the Superintendent. The unit member will be notified of the decision within seven (7) work days, barring unforeseen circumstances.
- 17.5.7.7 A unit member may use, at her/his election, up to four (4) days per year of unused personal necessity leave without having to state any reasons for such leave and without obtaining advance permission. Such leave days, however, may not be taken on professional days, staff development days, or the days before or after long weekends or vacation periods.
- 17.5.7.8 If abuse of sick leave in conjunction with Personal Necessity leave is suspected, the District may require the employee to state in writing the factual basis for such sick leave. If the District finds that the sick leave has been used inappropriately pursuant to the terms of this Agreement, the employee shall not be entitled to a paid leave for the sick day in question and pay shall be docked accordingly.

17.5.8 Association Leave

The District shall grant up leave to officers and representatives of the Association up to a total of twelve (12) days leave per year for the conduct of Association business that can only be attended to during a staff member's workday. Upon request of the Association President, the Superintendent may in his/her discretion grant additional leave under this section. The President of the Association shall certify the necessity for the leave, and the remuneration for the substitute expense shall be made by the Association of the District.

17.5.9 Legal Leave

- 17.5.9.1 The District may grant a leave of absence to a unit member to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the unit member.

- 17.5.9.2 This section shall include leave for court appearance or any other related activity required of a unit member who is acting as an agent of the school District.
- 17.5.9.3 The District shall grant leave for jury duty.
- 17.5.9.4 All leaves granted under this section shall be paid leaves and no days shall be deducted from a unit member's sick leave.
- 17.5.9.5 Any stipends received for jury duty shall be considered payment for expenses and retained by the unit member.

17.5.10 Certification Leave

A unit member who is required to take a test to retain certification that is a condition of continued employment shall be granted a paid release day which shall not be deducted from sick leave if such test is only offered on a work day.

ARTICLE 18: REDUCED WORKLOAD PROGRAM

- 18.1 A unit member may request to reduce his/her workload from full-time to part-time and receive full-time retirement under Section 44922 of the California Education Code.
- 18.2 Eligibility Requirements. It shall be the policy of the District to permit the reduction of unit member's workloads in accordance with the provisions of Education Code Sections 87483 and 22713 and the following regulations:
- 18.2.1 Age Requirement. The unit member shall have reached the age of fifty-five (55) before reduction in workload.
- 18.2.2 Initiation of Request and Notification Dates. The option of reduced-load employment must be exercised at the request of the unit member. A unit member requesting participation in, or revocation of, the reduced workload agreement must apply by February 15, for the following academic year.
- 18.2.3 Credited Service. The unit member must have been employed full-time in the Las Lomas Elementary School District (LLESD) for at least ten (10) years of credited service in a certificated position of which the immediately preceding five (5) years were full-time employment without a break in service. For the purpose of this credited service requirement, sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement prescribed by this subdivision.
- 18.2.4 Revocation of Reduced Workload Agreement. Revocation of the reduced workload agreement requires mutual consent of the District and the unit member.
- 18.2.5 Workload. The minimum reduced workload for reduced-load employment shall be the equivalent of at least one-half (1/2) of the annual full-time workload as defined elsewhere in this Agreement. Unit members who teach under this plan shall be given the same consideration as regular unit members in regard to class assignments, scheduling and class size.

As long as the reduced workload meets at least fifty percent (50%) of a position, the percentage agreed upon can be implemented by working a portion of the school year, work week, or work day.

Unit members who teach one-half (1/2) of a full-time workload shall be able to fulfill their annual assignment by teaching full-time for one (1) semester. One semester shall be one-half (1/2) of the service days of the academic year. Where semesters are unequal, a unit member may be required to serve one-half (1/2) to one (1) day more than the specified semester. The one-half (1/2) to one day shall be served by the unit member in a way and at a place the unit member shall designate. Pre-retirement reduction in workload is limited to a period of ten (10) years.

- 18.2.6 Salary and Fringe Benefits. The unit member shall be paid a salary which is the pro-rata share of the base salary which the unit member would have earned had the unit member not elected to exercise the option of a reduced workload. The unit member shall retain all other rights, benefits, and stipends enjoyed by full-time unit members of the unit.
- 18.2.7 STRS. The unit member shall receive retirement credit as if the unit member were employed on a full-time basis. Both unit member and the District shall contribute to the STRS the amount that would have been contributed if the unit member were employed on a full-time basis.
- 18.2.8 Contract. Mutual consent to the conditions noted above must be reached by March 15 for the following academic calendar year. Participation must begin at the beginning of the academic year and must be for the entire academic year.
- 18.2.9 Change of Assignment. Mutual consent for a change in work year assignment must be reached by March 15 for the following academic year.
- 18.2.10 CalSTRS Approval. CalSTRS must receive and approve the pre-retirement reduction prior to the unit member participating in the program.
- 18.2.11 Participation. Participation in the program must be approved by the Superintendent. The Superintendent will consider whether the unit member meets the eligibility requirements as set forth above as well as determine if the assignment does not have an adverse effect on the LLESD instructional program.

ARTICLE 19: ONGOING COMMUNICATION

The Superintendent, or designee, and representatives of the Association shall meet, upon request of the Association or the Superintendent, at a mutually agreeable time to discuss matters of mutual concern.

ARTICLE 20: GRIEVANCE PROCEDURES

20.1 Definitions

- 20.1.1 A “grievance” shall mean a complaint involving the interpretation or application of any provision of this Agreement, and/or those written Board policies and rules and regulations specifically delineated in this Agreement.
- 20.1.2 An “aggrieved person” is the unit member or unit members, including the Association or representatives thereof, making the claim.
- 20.1.3 “Days” shall mean days when the District office is open. It is understood that during the summer months when school is not in session, any change in time limits hereof shall be by mutual agreement of the parties in interest.
- 20.1.4 A “party in interest” is any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

20.2 Time Limits

- 20.2.1 The number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest and such Agreement shall not unreasonable be withheld.
- 20.2.2 If a grievance is not filed in writing within twenty (20) days from the date on which the event or condition giving rise to the grievance occurred, then the right to grieve shall be considered waived.
- 20.2.3 If a decision is not appealed to the next higher level within the designated time limits, the right to appeal shall be considered waived.
- 20.2.4 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year irreparable harm could result to a party in interest, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

20.3 Representation

Any aggrieved person may be represented by a person of her/his own choosing, commencing at level one of this procedure, except that he/she may not be represented by a representative of any teacher organization other than the Association or its affiliates.

20.4 Records and Files

- 20.4.1 The processing of all grievance documents, communications, and records shall be filed separately from the personnel files of the participants and shall be accessible only to the parties in interest and the aggrieved person.

20.4.2 Forms for filing and processing grievances and other necessary documents shall be mutually agreed to by the Association and the Superintendent. Such forms will be duplicated by the Superintendent and made available at the school offices.

20.4.3 All grievances and decisions, with reasons therefore, shall be in writing and on the proper form.

20.5 Miscellaneous

20.5.1 The sole remedy available to any unit member for any alleged breach of this Agreement or any alleged violation of her/his rights hereunder shall be pursuant to this grievance procedure.

20.5.2 Any decision, course of conduct or other action that becomes the subject of a grievance by a unit member shall not be stayed pending the processing of the grievance.

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

20.5.4 When it is necessary for a representative designated by the Association to attend a meeting required by the following grievance procedure, he/she will be released without loss of pay. Any unit member who is requested to appear as a witness in such hearings will be accorded the same right.

20.6 Grievance Procedure Levels

20.6.1 Level One – Principal/Supervisor

20.6.1.1 Any unit member who believes he/she has a grievance shall discuss it first with her/his principal (or immediate supervisor as applicable) in an attempt to resolve the matter informally at that level. If, after a discussion the matter is not resolved to the satisfaction of the unit member, he/she shall set forth the complaint in writing to the Association.

20.6.1.2 If the Association concurs that there is a valid grievance, the written grievance will be filed on the appropriate form within twenty (20) days of the date of the occurrence of the events giving rise thereto and will be presented to the principal/supervisor with copies to the President of the Association and the Superintendent.

20.6.1.3 The principal/supervisor shall meet within the aggrieved person within seven (7) days after the receipt of the written grievance.

20.6.1.4 The principal/supervisor shall communicate her/his decision to the aggrieved person in writing within seven (7) days after meeting with

the aggrieved person. In addition, a copy of the communication shall be forwarded to the President of the Association.

- 20.6.1.5 When an aggrieved person is not represented by the Association, the Association reserves the right to be present and to participate in the proceedings after the filing of the written grievance.

20.6.2 Level Two – District Superintendent

- 20.6.2.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level One or if no written decision has been rendered within seven (7) days, then the aggrieved person may appeal the matter in writing to the Superintendent within seven (7) days after the decision at Level One, with copies to the principal/supervisor issuing the original decision and to the President of the Association.
- 20.6.2.2 The Superintendent shall meet with the aggrieved person within ten (10) days after receipts of the written grievance.
- 20.6.2.3 The Superintendent shall render a decision in writing within ten (10) days after meeting with the aggrieved person, and shall send copies of the communication to the principal/supervisor and the President of the Association.

20.6.3 Level Three – Arbitration

- 20.6.3.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if no written decision has been rendered within ten (10) days after he/she has first met with the Superintendent, or designee, he/she may, within ten (10) days after a decision by the Superintendent or designee, request in writing that the Association submit the grievance to arbitration.
- 20.6.3.2 The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to binding arbitration.
- 20.6.3.3 In this event, the parties agree that they shall jointly request the California State Mediation and Conciliation Service to furnish a panel of five arbitrators. Each party shall have the right to reject one panel so submitted.

The party requesting arbitration and the Board representative shall alternately strike names from the arbitration panel and the remaining individual shall be the arbitrator.
- 20.6.3.4 If mutually agreed, the parties of interest may agree to an alternate method of selecting an arbitrator.

- 20.6.3.5 The fee and the expenses of the arbitrator shall be shared equally by the parties.
- 20.6.3.6 Any question that arises as to the arbitrability of the grievance shall be ruled upon by the arbitrator first before hearing the merits of the grievance.
- 20.6.3.7 The arbitrator shall limit his decision strictly to the interpretation and application of the specific provisions of this Agreement that may be at issue, and shall be without power or authority to make any decision that is:
- 20.6.3.7.1 contrary to, or inconsistent with, or modifying, altering, amending, or varying in any way of the terms, conditions, or provisions of this Agreement or of applicable law or rules or regulations having the force and effect of law; or
 - 20.6.3.7.2 involves Governing Board discretion or Board Policy not covered by the terms of this Agreement, or Board action under all applicable statutes or rules or regulations of the State Board of Education, or matters as to which the Board is without authority to act; or
 - 20.6.3.7.3 limits or interferes in any way with the powers, duties, and responsibilities of the Governing Board under policies not covered by the Agreement, applicable statutes, and/or rules and regulations having the force and effect of law.
- 20.6.3.8 The arbitrator shall be empowered to include in any award such financial reimbursement or other remedies judged to be proper.
- 20.6.3.9 The arbitrator shall render a decision in writing to both parties setting forth the findings of fact, reasoning, and conclusions on the issues submitted. Such decisions shall be rendered as promptly as possible and shall be final and binding on both parties to the dispute.

ARTICLE 21: LIMITATIONS

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this Contract were arrived at after the free exercise of all such rights and opportunities.

Therefore, the Governing Board and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically covered in this Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement. This does not preclude negotiations on the contents of an Agreement to become effective after the expiration of this Agreement.

ARTICLE 22: PEACEFUL RESOLUTION OF DIFFERENCES

- 22.1 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes that threaten to interfere with such operations. Since the parties are establishing comprehensive grievance procedures under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement.
- 22.2 The Association accordingly agrees that during the period of this Agreement, no work interruptions of any kind shall be called or sanctioned by the Association.

ARTICLE 23: SEPARABILITY

If any Article, section, or clause of this Agreement is declared illegal by a court of competent jurisdiction or by legislative act, then that Article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, sections, and clauses shall remain in full force and effect.

ARTICLE 24: SIGNATURE CLAUSE

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their retrospective chief negotiators, and their signatures placed thereon, all on this ____ day of _____ 2022.

FOR THE LAS LOMITAS
EDUCATION ASSOCIATION

FOR THE GOVERNING BOARD
OF THE LAS LOMITAS
ELEMENTARY SCHOOL DISTRICT

Dated: March 20, 2022



Tanya Rijanda

Dated: 3/25/2022



Dr. Beth Polito

APPENDIX

Collective Bargaining Agreement
between the
Las Lomas Elementary School District
and the
Las Lomas Education Association
July 1, 2020 – June 30, 2022

APPENDIX #1a

Calculation for Certificated Salary in 2020-2021

Minimum Salary

NAME:	Effective Date:	7/1/2020		
SCHOOL YEAR: 2020-21				
POST-GRADUATE UNITS:				
a. Graduate units credited toward base salary (must equal 30 prior to additional compensation)	Possible 0-30			\$65,738
b. Post-graduate units credited in excess of base salary requirement (30) prior to employment in LLES	Maximum 60			
c. Post-graduate units credited in excess of base salary requirement while employed in LLES	Possible 0-60			
d. Post-graduate units in excess of base salary eligible for salary credit ("b" + "c")	Maximum 60*	X	\$386	\$0
e. Total number of post-graduate units				
Note: Official transcripts for additional units must be received by 11/1 to be credited in the current year.				
YEARS OF TEACHING EXPERIENCE:				
a. First Day of Employment in LLES:				
b. Total number of years of teaching experience				
c. Credit for years of teaching experience				
1) 0-10 years (one each year for max. 10)		X	\$2,892	\$0
2) Total number of longevity increments				
- 12 years AND 45 post-graduate units (line "e" above) = 1		X	\$2,892	\$0
- 14 years AND 60 post-graduate units (line "e" above) = 2				
- 16 years AND 75 post-graduate units (line "e" above) = 3				
- 18 years AND 90 post-graduate units (line "e" above) = 4				
- 20 years AND 90 post-graduate units (line "e" above) = 5				
			Base Salary	\$65,738
ADDITIONAL STIPENDS:				
a. Tenure / Consecutive Years of Service (maximum 1)		X	\$2,892	\$0
b. Ryan/Standard Elementary Life Credential (maximum 0.5)		X	\$1,446	\$0
OR				OR
Advanced Degrees/Certificate of Clinical Competence in Speech (maximum 1)		X	\$2,892	\$0
c. NBPTS Certification		X	\$5,000	\$0
TOTAL SALARY:				
a. Total combined annual salary, IF full-time employee (FTE = 1.00)				\$65,738
b. Total annual salary	FTE: 1.00	X	\$65,738	\$65,738
- One Increment = base salary x 4.4% (\$2892.49)				
- One Post Graduate Unit = \$385.67				
- 7.5 post-graduate units = one step				
- 1 longevity increment = one step				
- Computer Payroll System "Round Off" All Figures				

*A permanent employee who has reached maximum units allowable but is required by the State to take courses or training or to obtain certification shall be compensated for such requirements beyond the maximum, per Article 6.2.4 of the collective bargaining agreement.

APPENDIX #1b

Calculation for Certificated Salary in 2020-2021

Maximum Salary

NAME:	Effective Date:	7/1/2020		
SCHOOL YEAR: 2020-21				
POST-GRADUATE UNITS:				
a. Graduate units credited toward base salary (must equal 30 prior to additional compensation)	Possible 0-30 30			\$65,738
b. Post-graduate units credited in excess of base salary requirement (30) prior to employment in LLES	Maximum 60 60			
c. Post-graduate units credited in excess of base salary requirement while employed in LLES	Possible 0-60 0			
d. Post-graduate units in excess of base salary eligible for salary credit ("b" + "c")	Maximum 60* 60	X	\$386	\$23,140
e. Total number of post-graduate units	90			
Note: Official transcripts for additional units must be received by 11/1 to be credited in the current year.				
YEARS OF TEACHING EXPERIENCE:				
a. First Day of Employment in LLES:				
b. Total number of years of teaching experience	20			
c. Credit for years of teaching experience				
1) 0-10 years (one each year for max. 10)	10	X	\$2,892	\$28,925
2) Total number of longevity increments				
- 12 years AND 45 post-graduate units (line "e" above) = 1	5	X	\$2,892	\$14,462
- 14 years AND 60 post-graduate units (line "e" above) = 2				
- 16 years AND 75 post-graduate units (line "e" above) = 3				
- 18 years AND 90 post-graduate units (line "e" above) = 4				
- 20 years AND 90 post-graduate units (line "e" above) = 5				
			Base Salary	\$132,266
ADDITIONAL STIPENDS:				
a. Tenure / Consecutive Years of Service (maximum 1)	1	X	\$2,892	\$2,892
b. Ryan/Standard Elementary Life Credential (maximum 0.5)	0	X	\$1,446	\$0
OR				
Advanced Degrees/Certificate of Clinical Competence in Speech (maximum 2)	2	X	\$2,892	\$5,785
c. NBPTS Certification	1	X	\$5,000	\$5,000
TOTAL SALARY:				
a. Total combined annual salary, IF full-time employee (FTE = 1.00)				\$145,944
b. Total annual salary	FTE: 1.00	X	\$145,944	\$145,944
- One Increment = base salary x 4.4% (\$2892.49)				
- One Post Graduate Unit = \$385.67				
- 7.5 post-graduate units = one step				
- 1 longevity increment = one step				
- Computer Payroll System "Round Off" All Figures				

*A permanent employee who has reached maximum units allowable but is required by the State to take courses or training or to obtain certification shall be compensated for such requirements beyond the maximum, per Article 6.2.4 of the collective bargaining agreement.

APPENDIX #1c

Calculation for Certificated Salary in 2021-2022

Minimum Salary

NAME:	Effective Date:	7/1/2021		
SCHOOL YEAR: 2021-22				
POST-GRADUATE UNITS:				
a. Graduate units credited toward base salary (must equal 30 prior to additional compensation)	Possible 0-30 30			\$67,924
b. Post-graduate units credited in excess of base salary requirement (30) prior to employment in LLES	Maximum 60			
c. Post-graduate units credited in excess of base salary requirement while employed in LLES	Possible 0-60			
d. Post-graduate units in excess of base salary eligible for salary credit ("b" + "c")	Maximum 60*	X	\$398	\$0
e. Total number of post-graduate units				
Note: Official transcripts for additional units must be received by 11/1 to be credited in the current year.				
YEARS OF TEACHING EXPERIENCE:				
a. First Day of Employment in LLES:				
b. Total number of years of teaching experience				
c. Credit for years of teaching experience				
1) 0-10 years (one each year for max. 10)		X	\$2,989	\$0
2) Total number of longevity increments				
- 12 years AND 45 post-graduate units (line "e" above) = 1		X	\$2,989	\$0
- 14 years AND 60 post-graduate units (line "e" above) = 2				
- 16 years AND 75 post-graduate units (line "e" above) = 3				
- 18 years AND 90 post-graduate units (line "e" above) = 4				
- 20 years AND 90 post-graduate units (line "e" above) = 5				
			Base Salary	\$67,924
ADDITIONAL STIPENDS:				
a. Tenure / Consecutive Years of Service (maximum 1)		X	\$2,989	\$0
b. Ryan/Standard Elementary Life Credential (maximum 0.5)		X	\$1,494	\$0
OR				OR
Advanced Degrees/Certificate of Clinical Competence in Speech (maximum 2)		X	\$2,989	\$0
c. NBPTS Certification		X	\$5,977	\$0
TOTAL SALARY:				
a. Total combined annual salary, IF full-time employee (FTE = 1.00)				\$67,924
b. Total annual salary	FTE: 1.00	X	\$67,924	\$67,924
- One Increment = base salary x 4.4% (\$2988.65)				
- One Post Graduate Unit = \$398.49				
- 7.5 post-graduate units = one step				
- 1 longevity increment = one step				
- Computer Payroll System "Round Off" All Figures				

*A permanent employee who has reached maximum units allowable but is required by the State to take courses or training or to obtain certification shall be compensated for such requirements beyond the maximum, per Article 6.2.4 of the collective bargaining agreement.

APPENDIX #1d

Calculation for Certificated Salary in 2021-2022

Maximum Salary

NAME:	Effective Date:	7/1/2021		
SCHOOL YEAR: 2021-22				
POST-GRADUATE UNITS:				
a. Graduate units credited toward base salary (must equal 30 prior to additional compensation)	Possible 0-30 30			\$67,924
b. Post-graduate units credited in excess of base salary requirement (30) prior to employment in LLES	Maximum 60 60			
c. Post-graduate units credited in excess of base salary requirement while employed in LLES	Possible 0-60 0			
d. Post-graduate units in excess of base salary eligible for salary credit ("b" + "c")	Maximum 60* 60	X	\$398	\$23,909
e. Total number of post-graduate units	90			
Note: Official transcripts for additional units must be received by 11/1 to be credited in the current year.				
YEARS OF TEACHING EXPERIENCE:				
a. First Day of Employment in LLES:				
b. Total number of years of teaching experience	20			
c. Credit for years of teaching experience				
1) 0-10 years (one each year for max. 10)	10	X	\$2,989	\$29,887
2) Total number of longevity increments				
- 12 years AND 45 post-graduate units (line "e" above) = 1	5	X	\$2,989	\$14,943
- 14 years AND 60 post-graduate units (line "e" above) = 2				
- 16 years AND 75 post-graduate units (line "e" above) = 3				
- 18 years AND 90 post-graduate units (line "e" above) = 4				
- 20 years AND 90 post-graduate units (line "e" above) = 5				
			Base Salary	\$136,663
ADDITIONAL STIPENDS:				
a. Tenure / Consecutive Years of Service (maximum 1)	1	X	\$2,989	\$2,989
b. Ryan/Standard Elementary Life Credential (maximum 0.5)		X	\$1,494	\$0
OR				OR
Advanced Degrees/Certificate of Clinical Competence in Speech (maximum 2)	2	X	\$2,989	\$5,977
c. NBPTS Certification	1	X	\$5,977	\$5,977
TOTAL SALARY:				
a. Total combined annual salary, IF full-time employee (FTE = 1.00)				\$151,606
b. Total annual salary	FTE: 1.00	X	\$151,606	\$151,606
<ul style="list-style-type: none"> - One Increment = base salary x 4.4% (\$2988.65) - One Post Graduate Unit = \$398.49 - 7.5 post-graduate units = one step - 1 longevity increment = one step - Computer Payroll System "Round Off" All Figures 				

*A permanent employee who has reached maximum units allowable but is required by the State to take courses or training or to obtain certification shall be compensated for such requirements beyond the maximum, per Article 6.2.4 of the collective bargaining agreement.

APPENDIX #2

Health Benefit Providers

CalPERS Health Insurance:

Employees must enroll in a health insurance plan (unless they can provide proof of other coverage). Employees may choose from one of the below named plans. The employee may change plans only during the “open enrollment” period each fall.

The monthly premiums listed below are effective January 1 through December 31, 2022:

Plan	Employee	Employee Plus One	Employee Plus Two or More
Athem Trad'l HMO	\$1,304.00	\$2,608.00	\$3,390.40
HealthNet HMO	\$1,153.00	\$2,306.00	\$2,997.80
Blue Shield HMO	\$1,116.01	\$2,232.02	\$2,901.63
Kaiser HMO	\$857.06	\$1,714.12	\$2,228.36
PERS Plat PPO	\$1,057.01	\$2,114.02	\$2,748.23
PERS Gold PPO	\$701.23	\$1,402.46	\$1,823.20

Dental Insurance:

The employee must elect to enroll in the dental plan at the time of hire. If he/she chooses **NOT** to participate at that time, he/she may **NOT** enter the dental program at a later date. Enrollment of dependents is optional.

The monthly premiums listed below are effective January 1, 2022 through December 31, 2022.

Plan	Employee	Employee Plus One	Employee Plus Two or More
Delta Dental	\$67.45	\$136.80	\$203.30

Life Insurance:

The employee is required to participate in the life insurance program. Supplemental and family benefit options may be added at the employee's discretion.

The monthly premiums listed below are effective January 1, 2022:

Plan	Employee	Supplemental	Family Benefit
Standard Life	\$6.66 (required)	\$7.20 (optional)	\$1.20 (optional)

Vision Care:

Employees may enroll in the Vision Service Program offered by San Mateo County Schools Insurance Group.

The monthly premiums listed below are effective January 1, 2022 through December 31, 2022:

Plan	Employee	Employee Plus One	Employee Plus Two or More
Plan C (\$10 co-pay)	\$9.50 (optional)	\$19.95 (optional)	\$29.45 (optional)

APPENDIX #3

LAS LOMITAS ELEMENTARY SCHOOL DISTRICT

Professional Day and Professional Year

BACKGROUND

In the early 1970's the District's administration and LLEA (Las Lomas Education Association) representatives, developed definitions for the "professional day" and the "professional year." This was done prior to the passage of collective bargaining laws, and the definitions have become part of accepted practice, rather than Board Policy or Contract Language.

It was agreed it would be advantageous, both to the administration and to the staff, to observe these definitions to writing and include them in the first collective bargaining agreement (adopted in 1976). Throughout the period of our collective bargaining agreements, these definitions have been observed as past practice.

PROFESSIONAL DAY

During the "professional day" (defined as 8:00 am – 4:00 pm), teachers are to be accessible to students, parents, and other staff. The administration has the prerogative to require staff to observe these professional hours. This definition of the "professional day" has been modified through practice to adjust the requirements (1) for Wednesdays (8:00 am – 4:30 pm) and Fridays (8:00 am – 3:30 pm) and (2) for middle school teachers to move all times 15 minutes earlier to accommodate the 8-period day schedule. It has also been understood that staff will be given 24 hour notice when appointments and/or meetings are to be scheduled which require attendance at the opening or close of a "professional day."

PROFESSIONAL YEAR

The "professional year" includes all instructional and professional days in the Board adopted annual School District Calendar (183 days in 199-00 and 185 in 2000-01 and thereafter). The basis for extra remuneration for extra duties has been defined as "extended year service," i.e., beyond the "professional year." (Work done on weekends, on holidays and during vacation periods would qualify.) Adjunct duties beyond the professional day, e.g., attendance at evening events or committee meetings, have never been defined other than by past practice expectations at each school site.

APPENDIX #4

Administrative Guidelines for the Approval of Coursework

After the initial employment, a maximum of 60 post-graduate semester units beyond the base salary requirement of 30 post-graduate semester units (for a maximum grand total of 90 post-graduate semester units) may be earned for additional salary credit. In order to qualify for salary credit, the units must:

1. Be approved prior to enrollment by the immediate supervisor (usually the building principal) and the Superintendent;
2. Be directly related to the unit member's current professional growth plan;
3. Be awarded by an accredited college or university OR be approved/offered by the District; and
4. Be taken at the unit member's own expense. Coursework taken on District time, or paid for by the District, may not be used for salary credit.

Salary credit for additional post-graduate units will be awarded once a year, at the beginning of the school year. In order to receive credit in any given year, an original transcript (or signed verification of the completion of district offered training) must be received by the Superintendent no later than November 1.

Credit for College/University Units:

The following process must be used to receive approval of college/university units for salary credit:

1. Complete the form.

Request Approval of Graduate Courses. This form must be completed in duplicate for each class. Attach a description of the proposed coursework, and identify the element(s) of your Plan for Professional Development that the course addresses.

2. Get required signatures.

Signed approval from both the principal and the superintendent must be obtained prior to beginning the coursework.

3. Upon completion of the course(s), request that an official transcript be sent to:

Las Lomas Elementary School District
1011 Altschul Avenue
Menlo Park, CA 94025
Attn: Human Resources Coordinator

No credit will be granted without verification by an official transcript from an accredited college or university.

Transcripts for coursework completed over the summer must be received by November 1st of any given year in order to receive salary credit for the current school year. (For example, transcripts for coursework completed in the summer of 1999 must be received no later than November 1, 1999 in order to receive salary credit in the 1999-00 school year.)

Verification received after November 1 will not result in salary credit until the following school year. Salary credit for classes taken September – June of any given school year will not be given until the following school year.

4. Beginning in 2001-02, unit members who did not receive full credit for post-graduate units at time of hire may include those units in the calculation of their salaries. Official transcripts for the additional claimed units must be received by the Superintendent no later than November 1, 2001. The District will pay the increased cost to a maximum of ten (10) additional units per year over a period of three years.

APPENDIX #5

Administrative Guidelines for the Assignment of Substitutes

Substitute Procedures:

1. The unit member shall contact the online substitute program as soon as an anticipated absence is known.
2. The online substitute program will attempt to secure a substitute, taking into consideration the need to match grade level and subject.
3. The teacher shall leave adequate substitute plans. Each teacher will keep an “emergency lesson plan” on file in the office to be used in unforeseen instances. School office personnel will be responsible for giving the substitute a map of the school, directions about general procedures, bell schedules, keys, etc. If the teacher has planned for the absence in advance, the office staff will also deliver the lesson plans. Lesson plans may be left with the school secretary or faxed/e-mailed to the school prior to the first period of absence.
4. Any teacher (by mutual agreement with the principal) may cover a class during his/her preparation period. The teacher will be paid at the extended hourly rate or choose to trade coverage with a colleague.

Unavailability of substitutes:

When a substitute is not available, the following steps will be taken for K-8:

1. If the teacher requesting the substitute is assigned to other temporary duties within the District, he/she will return to the classroom. If possible, the teacher will be notified the day before the absence if a substitute is unavailable.
2. If the teacher is attending a nearby conference or workshop, he/she may be required to return to the site to teach his/her class(es). If possible, the teacher will be notified the day before the absence if a substitute is unavailable.
3. An administrator or other certificated personnel, if available, may choose to cover the class for a portion of the day.
4. Teachers or an administrator at a school site may decide to divide the students from the absent teacher’s class among two or more classrooms for all or for a portion of the day. A teacher assigned additional students shall be paid a proportional amount (based on the number of students and number of hours/periods) of the daily substitute pay rate for the time he/she had the extra students in class. In order to receive such pay, teachers who have provided substitute services must complete a district timesheet and submit it within five (5) working days.
5. Any teacher (by mutual agreement with the principal) may cover a class during his/her preparation period. The teacher will be paid at the extended hourly rate or choose to trade coverage with a colleague.
6. If an appropriate substitute for a special program teacher in grades Pre-K-8 is unavailable, the class(es) will be covered under the general direction of the principal.

Substitute coverage for special programs:

1. No substitutes will be secured for counselors unless there is an extended absence of more than two weeks.
2. At the beginning of the school year, teachers of special pull-out programs (such as reading, math lab, K-5 resource specialists, ELD, or speech) shall establish whether or not the student(s) would benefit more from remaining in the regular classroom or from working with a substitute. If the latter, the special program teacher shall follow the steps delineated above.
3. The special program teacher will be notified as soon as possible if the District is unable to provide a substitute for an instructional aide. If the absence of an instructional resource aide results in the loss of a preparation period or a duty-free break for the regular classroom teacher, the teacher shall receive paid compensation for lost prep time at the extended hourly rate.

APPENDIX #6

GRIEVANCE REPORT FORM

<i>Name of Grievant</i>	<i>Assignment</i>	<i>School Site</i>	<i>Date Filed</i>

STATEMENT OF GRIEVANCE:

- A. Date Cause of Grievance Occurred: _____
- B. Statement of Grievance (include reference to aggrieved Contract provision): _____

Check if additional page(s) attached.

- C. Date of Informal Conference with Principal / Supervisor: _____
- D. Result of Informal Conference: _____

Check if additional page(s) attached.

GRIEVANCE LEVEL 1:

- A. Relief Sought: _____

Check if additional page(s) attached.

Signature of Grievant Date

- B. Position of Association: _____

Check if additional page(s) attached.

Signature of Association Representative Date

- C. Date of Filing Formal Grievance: _____
- D. Formal Response by Principal: _____

Check if additional page(s) attached.

Signature of Principal / Supervisor Date

- E. Position of Grievant and/or Association: _____

 Check if additional page(s) attached.

Signature of Grievant / Association Representative Date

GRIEVANCE LEVEL 2:

A. Date Received by Superintendent: _____

B. Disposition of Superintendent: _____

Check if additional page(s) attached.

Signature of Superintendent Date

C. Position of Grievant and/or Association: _____

Check if additional page(s) attached.

Signature of Grievant / Association Representative Date

GRIEVANCE LEVEL 3:

A. Date Submitted to Arbitration: _____

B. Disposition and Award (if any) by the Arbitrator: _____

Check if additional page(s) attached.

Signature of Arbitrator Date of Decision

APPENDIX #7

LAS LOMITAS ELEMENTARY SCHOOL DISTRICT

Board Policy

COMMUNITY RELATIONS

BP 1312.1

Complaints Concerning District Employees

The District and the Las Lomas Education Association (LLEA) came to agreement on April 1, 2014 to strike Appendix #7 in its entirety. This Board Policy is not referenced in the negotiated agreement and the District complies with the Board Policy as required.

APPENDIX #8

All Personnel	AR 4112.6(a)
	4212.6
PERSONNEL FILES	4312.6

The Superintendent or designee shall maintain personnel files for all current employees in the Human Resource's office.

The Superintendent or designee shall determine the types of information to be included in personnel files, including, but not limited to, records required by law, and shall process all material to be placed in such files.

Personnel records for bargaining unit members shall be governed by the agreement between the Board of Education and the exclusive employee organization.

Personnel records for current and former employees shall be retained in accordance with 5 CCR 16023.

(cf 3580- District Records)

Placement of Material in Personnel Files

Any supervisor or administrator who places written material or drafts written material for placement in an employee's file shall sign the material and indicate the date of the placement.

When an employee is asked to sign any material that is to be placed in his/her file, he/she shall be informed that the signature only signifies that he/she has read the material and does not necessarily indicate that he/she agrees with its contents.

Any request by an employee to include materials in his/her personnel file must be approved by the Superintendent or designee.

An employee may initiate a written reaction or response to his/her performance evaluation. The response shall be permanently attached to the evaluation and placed in the employee's personnel file.

(cf 4115- Evaluation/Supervision)

(cf 4215- Evaluation/Supervision)

(cf 4315- Evaluation/Supervision)

Derogatory Information

Information of a derogatory nature shall not be entered into an employee's personnel file unless and until the employee is given notice and an opportunity to review and comment on that information. Such a review shall take place during normal business hours. The employee shall be released from duty for this purpose without a salary reduction. The employee may enter his/her own comments and have them attached to the derogatory statement. (Education Code 44031)

AR 4112.6(b)
4212.6
4312.6

PERSONNEL FILES (continued)

(cf 1312.1- Complaints Concerning District Employees) (cf 4112.9- Employee Notifications)
(cf 4117.4- Dismissal)
(cf 4118- Suspension/Disciplinary Action)
(cf 4218- Dismissal/Suspension/Disciplinary Action) (cf 5141.4- Child Abuse Prevention and Reporting)

Persons with Authorized Access

The Superintendent or designee shall maintain the confidentiality of any personnel records which, if inappropriately disclosed, would constitute an unwarranted invasion of the employee's privacy.

Access to an employee's personnel file shall be granted only to the employee, persons authorized by the employee, district personnel, and others with a valid "right to know" or "need to know" who are authorized access by the Superintendent or designee.

(cf 4119.23/4219.23/4319.23- Unauthorized Release of Confidential/Privileged Information)

Individual Governing Board members shall not be allowed to access personnel files.

(cf 9011- Disclosure of Confidential/Privileged Information)
(cf 9321 -Closed Session Purposes and Agendas)
(cf 9321.1- Closed Session Actions and Reports)

Any authorized reviewer shall maintain strict confidence of the contents of a personnel file. Personnel files shall be reviewed and replaced within the shortest time possible. In no case shall a personnel file be left unattended or left unsecured overnight.

File Review by Employee

Any employee wishing to inspect his/her personnel record shall contact the Superintendent or designee.

With the exceptions noted below, all personnel records related to the employee's performance or to any grievance concerning the employee shall be made available for inspection by the employee. Noncredentialed employees shall have access to any numerical scores obtained as a result of written examinations. (Education Code 44031; Labor Code 1198.5)

The Superintendent or designee shall not be required to make available to the employee: (Education Code 44031; Labor Code 1198.5)

1. Records related to the investigation of a possible criminal offense;
2. Letters of reference;
3. Ratings, reports, or records that were obtained prior to the employee's employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination

(cf 4112.41/4212.41/4312.41 -Employee Drug Testing)

(cf 4112.62/4212.62/4312.62- Maintenance of Criminal Offender Records)

Personnel records related to the employee's job performance or to any grievance concerning him/her shall be made available to the employee at reasonable intervals and at reasonable times. The Superintendent or designee shall not be required to make such records available at a time when the employee is required to render services to the district, unless the employee is required to view the file where it is stored. (Education Code 44031; Labor Code 1198.5)

The Superintendent or designee shall do one of the following: (Labor Code 1198.5)

1. Keep a copy of each employee's personnel records at the place where the employee reports to work
2. Make the employee's personnel records available at the place where the employee reports to work within a reasonable period of time following the employee's request

3. Permit the employee to inspect the personnel records at the location where the district stores the personnel records, with no loss of compensation to the employee

The employee may be accompanied by a representative of his/her choice while reviewing his/her personnel records.

Inspection shall take place in the presence of the Superintendent or designee. The Superintendent or designee shall keep a record of the date and time the file was reviewed and the name and title of the person(s) present during the review.

In no instance shall any material be removed from the records. Requests for copies of material in a personnel record must be made in writing.

Legal Reference:

EDUCATION CODE

35253 Regulations to destroy records

4403I Personnel file contents and inspection

44663 Performance appraisals and related materials GOVERNMENT CODE

3305-3306.5 District police officers; personnel files 6250-6270 California Public Records Act, especially:

6254 Exemption for personnel records if invasion of personal privacy

6254.3 Disclosure of home address and phone number LABOR CODE

II98.5 Inspection of personnel files PENAL CODE

III65.I4 Report of investigation of child abuse complaint CODE OF REGULATIONS, TITLE 5

I6020-16022 Records, general provisions I6023-I6027 Retention of records COURT DECISIONS

Marken v. Santa Monica-Malibu Unified School District. (2012) 202 Cal.App.4th 1250

Bakersfield City School District v. Superior Ct. (2004) II8 Cal.App.4th 1 041 ATTORNEY GENERAL OPINIONS

Cal. Attv. Gen., Indexed Letter, no. IL 75-73 (June 6, 1975)

APPENDIX #9

California Standards for the Teaching Profession

The following indicators of teacher competency shall be used in assessing the degree to which classroom teachers meet the District's established evaluation criteria:

Standard #1: Engaging and Supporting Students in Learning	Standard #2: Creating and Maintaining Effective Environments for Student Learning
<ul style="list-style-type: none"> 1.1 Using knowledge of students to engage them in learning 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests 1.3 Connecting subject matter to meaningful, real-life contexts 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs 1.5 Promoting critical thinking through inquiry, problem solving and reflection 1.6 Monitoring student learning and adjusting instruction while teaching 	<ul style="list-style-type: none"> 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity and encourage constructive and productive interactions among students 2.3 Establishing and maintaining learning environments that are physically, intellectually and emotionally safe 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students 2.5 Developing, communicating and maintaining high standards for individual and group behavior 2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn 2.7 Using instructional time to optimize learning

<p>Standard #3: Understanding and Organizing Subject Matter for Student Learning *</p>	<p>Standard #4: Planning Instruction and Designing Learning Experiences for All Students</p>
<p>3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks</p> <p>3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</p> <p>3.3 Organizing curriculum to facilitate student understanding of the subject matter</p> <p>3.4 Utilizing instructional strategies that are appropriate to the subject matter</p> <p>3.5 Using and adapting resources, technologies and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students</p> <p>3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content</p>	<p>4.1 Using knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction</p> <p>4.2 Establishing and articulating goals for student learning</p> <p>4.3 Developing and sequencing long-term and short-term instructional plans to support student learning</p> <p>4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</p> <p>4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</p>
<p>Standard #5: Assessing Student Learning</p>	<p>Standard #6: Developing as a Professional Educator</p>
<p>5.1 Applying knowledge of the purposes, characteristics and uses of different types of assessments</p> <p>5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction</p> <p>5.3 Reviewing data, both individually and with colleagues, to monitor student learning</p> <p>5.4 Using assessment data to establish learning goals and to plan,</p>	<p>6.1 Reflecting on teaching practice in support of student learning</p> <p>6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development</p> <p>6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning</p> <p>6.4 Working with families to support</p>

<p>differentiate and modify instruction</p> <p>5.5 Involving all students in self-assessment, goal setting and monitoring progress</p> <p>5.6 Using available technologies to assist in assessment, analysis, and communication of student learning</p> <p>5.7 Using assessment information to share timely and comprehensible feedback with students and their families</p>	<p>student learning</p> <p>6.5 Engaging local communities in support of the instructional program</p> <p>6.6 Managing professional responsibilities to maintain motivation and commitment to all students</p> <p>6.7 Demonstrating professional responsibility, integrity and ethical conduct</p>
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Numbers are provided for ease of reference. They do not imply priority or ordering of the standards.

APPENDIX #10

Family Leave Procedures

[Federal Medical Leave Act (FMLA) and California Family Rights Act (CFRA)]

Steps to obtaining a FMLA-CFRA leave:

1. Notify your supervising administrator of your intent to request a Family Leave at the earliest possible date.
2. Make an appointment with the Human Resources Specialist to review the leave provisions and to complete the necessary paperwork.
3. Complete the required form and return it to the Human Relations Specialist prior to beginning the leave. You will need the following information:
 - Number of accumulated sick leave days (These will be provided by the District.)
 - Date you wish to begin the leave and the estimated date of return
 - Any forms or documents necessary to verify the reason for the leave (e.g., letter from the physician, adoption papers, etc.)

Summary of Leave Provisions (added for information purposes on July 1, 2004):

Unit Members Covered	You must have been employed for at least 12 months and for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.
Qualifying Condition Or Event	A unit member may take family leave for any of the following reasons: <ol style="list-style-type: none">1. The birth of a child and care for the newborn2. The placement with the unit member of a child for adoption or foster care by the unit member3. Care for the unit member's child, parent, or spouse who has a serious health condition4. The unit member's own serious health condition that makes the unit member unable to perform the functions of the unit member's position, including disability on account of pregnancy, childbirth, or related medical conditions
Length of Leave	Up to 12 weeks of unpaid leave in a 12-month based on a rolling 12-month period measured backward from the date the employee uses any such leave.

Medical Certification	The District may require medical certification of the existence of a serious health condition if the unit member takes leave due to the unit member's serious health condition or that of a family member.
Pay Status	Family Medical Leave is an unpaid leave of absence.
Entitlement to Health Benefits	The District must continue to provide and pay for group health and dental benefits during the period of leave on the same basis as coverage would have been provided had the unit member been continuously employed during the entire leave period. The unit member will be required to continue to pay his/her share of premium payments, if any.
Intermittent Leave or Part Time Schedule	Intermittent leave or part-time schedule is granted when medically necessary because of the unit member's or family member's serious health condition. Child bonding leave must be taken in increments of at least two weeks, except on two occasions, it may be taken in increments of at least a day, but less than two weeks.
Reinstatement Rights	<p>A unit member is entitled to return to the same position the unit member had when the leave commenced provided the period of leave is within a single school year. If the period of leave is not within a single school year, the unit member is entitled to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The same grade level assignment is not guaranteed.</p> <p>FMLA/CFRA leave does not constitute a break in service for purposes of longevity, seniority, or salary advancement.</p>
Unit Member' Notification Responsibility	<p>The unit member must provide written notice to the District as far in advance of the leave as possible and as soon as the unit member reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave. If not reasonably known 30 calendar days before the leave, then notice must be provided as soon as reasonably practicable.</p> <p>The written notice is to be provided on the District form. Contact the Human Resources Specialist for the form.</p>

APPENDIX #11

Implementation Guidelines for Teacher Rights and Responsibilities Regarding Severely Disable Pupils

The District and the Las Lomas Education Association (LLEA) came to the agreement to strike Appendix #11 in its entirety. Appendix #11 has been incorporated into Article 13: Inclusive Education.