

Lucia Mar Unified School District

602 Orchard Street, Arroyo Grande, CA 93420

Agreement Between The
LUCIA MAR UNIFIED SCHOOL DISTRICT
and the
LUCIA MAR UNIFIED TEACHERS ASSOCIATION
July 1, 2017 to June 30, 2018

Ratified by LMUTA: December 21, 2017
Adopted by LMUSD Board of Education: January 23, 2018

AGREEMENT BETWEEN THE
LUCIA MAR UNIFIED SCHOOL DISTRICT
and the
LUCIA MAR UNIFIED TEACHERS ASSOCIATION

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE OF ARTICLE</u>	<u>PAGE</u>
ARTICLE I	Recognition	1
ARTICLE II	Miscellaneous	2
ARTICLE III	Grievance Procedure	4
ARTICLE IV	Organizational Security (Fair Share)	10
ARTICLE V	General Policies Governing Leaves of Absence	13
ARTICLE VI	Hours of Work	26
ARTICLE VII	Safety Conditions	33
ARTICLE VIII	Transfers and Reassignments	34
ARTICLE IX	Class Size	37
ARTICLE X	Evaluation Procedures	38
ARTICLE XI	Peer Assistance and Review Program	40
ARTICLE XII	Disciplinary Policy	46
ARTICLE XIII	Health and Welfare Benefits	49
ARTICLE XIV	Salaries	51
ARTICLE XV	Special Benefit Programs for Retired Certificated Employees	52
ARTICLE XVI	Association Rights	53
ARTICLE XVII	Term of Agreement	54
	Ratification	55
APPENDEIX A	Certificated Salary Schedule including Extra Duty	56
APPENDIX B	Definitions	61
APPENDIX C	Certificated Evaluation Form (LM-PER-303-G, Rev 10/03)	62
APPENDIX D	Example of calculation of benefit contributions pursuant to Article XV, Paragraph A	64

ARTICLE I
RECOGNITION

THIS AGREEMENT made and entered into this June 2, 2011, by and between the Lucia Mar Unified School District, hereinafter referred to as the "District" and the Lucia Mar Unified Teachers Association, which is affiliated with the California Teachers Association and the National Education Association, hereinafter referred to as the "Association", constitutes a bilateral and binding agreement pursuant to Chapter 10.7, Section 3540-3549 of the California Government Code.

The District recognizes the Association as the exclusive representative of that unit of employees certified by the Educational Employment Relations Board Action LA-R-128, modified as follows:

Included: All certificated teachers, temporary teachers, summer school teachers, regular part-time teachers, credentialed school nurses, speech and language specialists, credentialed librarians, student development specialist teachers, department chairpersons, but excluding:

Excluded: Superintendent; Deputy Superintendents; Assistant Superintendents; Principals; Assistant Principals; Adult Education Principal; Hourly Employees; Adult Education Teachers; Substitutes; Home Teachers; Area Administrators (Deans); Teaching Principal; Psychologists; Counselors; Director, Pupil Personnel Services; Coordinator, Instructional Materials/Staff Development; Director, Vocational Preparation; District Nurse; Director, Bilingual/ Compensatory Education; Coordinator, At-Risk; and any other designated managerial, supervisory or confidential employee.

ARTICLE II
MISCELLANEOUS

A. Separability

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

B. Clarification of Agreement

All matters not specifically enumerated as within the scope of representation under Section 3543.2 of the Government Code are reserved to the District. Except as clearly and explicitly limited by this Agreement, the District has all rights and powers relating to matters defined in Section 3543.2 the Government Code and this Agreement shall constitute the only limitation upon District relating to such matters.

C. Completion of Meet and Negotiation

This written Agreement sets forth the full and complete agreement between the parties. Other than re-openers, negotiations may occur on matters contained in this Agreement by mutual consent of the parties. However, both parties otherwise waive the right to bargain concerning matters contained in this Agreement during the term of this Agreement except that either party may reopen negotiations on the impact of new legislation or judicial decision.

Upon the request of either party the President of the Association and the Superintendent shall consult at least once a month during the school year.

D. Concerted Activities

The Association hereby agrees that neither it nor its members, or agents, or representatives, or the employees, or persons acting in concert with any of them, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever during the life of this agreement. In the event of any strike, walkout, slowdown, or work stoppage or threat thereof, the Association and its officers will make a good faith effort to end or avert the same. Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, work stoppage, or other concerted interference in violation of this Article, shall be subject to discipline which may include termination as provided for in the Education Code.

ARTICLE II - MISCELLANEOUS (continued)

- E. The Association shall be given the names, addresses, phone numbers and assignments of all employees within the bargaining unit by October 1, and any changes during the school year. The Association shall be given a copy of Board personnel actions following each board meeting at which personnel action is taken.

The District agrees to remit Association dues to the bank account of the California Teachers Association-by electronic funds transfer.

F. Denial of Precedent

The inclusion of any matter is without precedent or prejudice as to any future position by the parties concerning the negotiability or non-negotiability of such matter.

- G. References to specific administrative personnel in this Agreement shall include "a designee".

- H. The absence of any reference to a teacher's statutory right or benefit in this Agreement shall not be construed as a limitation upon the teacher's entitlement to such right or benefit.

I. School-Based Coordinated Programs

The selection process for teachers to serve on school site councils shall be conducted by LMUTA. The school site council will plan and develop school-based coordinated programs

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by an employee that there has been a violation, misinterpretation, or misapplication of one or more provisions of this Agreement, thus personally and adversely affecting the employee.
2. A "grievant" is a unit member who files a grievance in accordance with these provisions. The Association shall have the right to initiate grievances.
3. A "complaint" is a claim by an employee regarding misapplication of Board of Education policy, or any concern regarding an action or decision by an administrator(s) personally and adversely affecting the employee. A "complaint" shall be processed according to District complaint policies and shall not be subject to the grievance process.

The parties will jointly agree upon a grievance form.

4. A "day" shall be any day on which a majority of members of the bargaining unit are required to perform assigned duties. However, at the option of the grievant, a grievance based upon an act or condition occurring within the last fifteen (15) days of the school year may be filed in writing before the end of the first week of the beginning of the regular fall semester.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise with respect to this Agreement. Before filing a written grievance the grievant shall attempt to resolve his/her problem by an informal conference with his/her immediate supervisor.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is consistent with the terms of the Agreement and the Association has been given a copy of the grievance if submitted in writing at Level One and an opportunity to state its views prior to the District decision on the grievance.

ARTICLE III - GRIEVANCE PROCEDURE (continued)

3. Since it is important that grievances be processed as rapidly as possible, the time limit specified at each level shall be considered to be a maximum and every effort shall be made to expedite the process. The time limits may, however, be extended by mutual written agreement. Failure to observe designated time limits without securing mutual agreement extending such limits, shall result in a waiver of level consideration and shall give the grievant the right to proceed to the next higher level. Failure of the grievant to adhere to submission deadlines shall mean that the grievant accepts the latest decision and waives any right to further appeal.

C. Procedures

Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve the grievance by an informal conference with the grievant's immediate supervisor or with the lowest level administrator with the authority to resolve the situation.

Level One:

1. In all cases a grievance must be filed in writing within thirty (30) days after the aggrieved person knew, or reasonably should have known, about the occurrence giving rise to the grievance.
2. The aggrieved person shall first present the grievance, in writing, to his/her principal/administrator. The written grievance shall include:
 - a) the specific provision(s) of this agreement that is (are) alleged to have been violated.
 - b) how said provision(s) have been violated.
 - c) the date(s) on which said violation allegedly occurred.
 - d) the specific remedy sought by the grievant.
3. Within ten (10) days after the receipt of the written grievance by the principal/administrator, he/she shall meet with the aggrieved person and a representative of the Association (if requested by the aggrieved person) in an effort to resolve it. Any proposed resolution by the principal shall be communicated to the Association within five (5) days after said meeting, whenever the grievant proceeds without Association representation. The Association shall have ten (10) days in which to file a response.

ARTICLE III - GRIEVANCE PROCEDURE (continued)

4. The written disposition by the principal shall be rendered within five (5) days after said meeting, if there was Association representation at the meeting, or within five (5) days after the Association response if there was no Association representation at the meeting.

Level Two:

1. Within ten (10) days after receipt of the decision at Level One, the aggrieved person may appeal such decision by filing the grievance in writing with the Superintendent, or by mutual agreement, his/her designee and stating the reason the decision at Level One was unsatisfactory.
2. Within ten (10) days after the receipt of the written grievance by the Superintendent or designee, he/she shall meet with the aggrieved person and a representative of the Association (if requested by the aggrieved person) in an effort to resolve it. A proposed resolution shall be communicated to the Association within five (5) days after the hearing whenever the grievant proceeds without Association representation, and the Association will have ten (10) days in which to file a response. The written disposition by the Superintendent or designee shall be rendered within ten (10) days after said meeting if there was Association representation at the meeting or within ten (10) days after the Association response if there was no Association representation at the meeting.

Level Three

If not satisfied with the decision at Level II, the grievant may, within ten (10) days, request in writing that the Association submit a written request for mediation of the grievance. The Association may submit to the District a written request for the District to request the California State Mediation and Conciliation Service provide the services of a mediator. If the Association does not request mediation, the District itself may notify the Association it will request mediation of the grievance.

1. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. At the outset of this process, the mediator shall schedule a meeting at a mutually agreeable time for the purpose of resolving the matter through mediation.

ARTICLE III - GRIEVANCE PROCEDURE (continued)

2. If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect, and thus waive the right of either party to any further appeal of the grievance.

Level Four:

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or the results of Level III Mediation, he/she may, within ten (10) days after a decision by the Superintendent or the conclusion of mediation, request in writing that the Association, by action of their executive board, submit his/her grievance to arbitration in accordance with the rules and procedures delineated in this Article. The Association, by written notice to the Superintendent may, within ten (10) days after receipt of the request from the aggrieved person, submit the grievance to arbitration. If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator prior to hearing the merits of the grievance. The decision of the arbitrator as to the arbitrability of a grievance shall be binding.
2. Within ten (10) days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to either the State Mediation and Conciliation Service, currently operating under the Public Employment Relations Board, or the American Arbitration Association. In the event that the arbitration is submitted to the State Mediation and Conciliation Service, the parties shall mutually agree to the selection for an arbitrator, or choose an arbitrator by alternate striking from a list of 11 potential arbitrators. In the event that the arbitration is submitted to the American Arbitration Association, the parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association.
3. The arbitrator's decision shall be in writing and set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to amend, add to or subtract from this Agreement but shall be restricted to a decision as to whether the Agreement has been violated and the relief, if any, to which the grievant is entitled. The arbitrator's findings shall be binding with respect to all grievances.
4. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room, shall be borne equally by the District and the Association. All other costs shall be borne by the party incurring them. Either party may request a court reporter to record the arbitration hearing, the costs to be paid by the requesting party. If the arbitrator requests a court reporter, the costs therefore shall be borne equally by the District and the Association.

ARTICLE III - GRIEVANCE PROCEDURE (continued)

D. Rights of Employees to Representation

The grievant has the right to have a representative present at any step of the grievance procedure. The grievant must, however, be present at each step of the procedure. If the grievant is unable to be present due to absence from duty caused by illness, injury or other emergency, the processing of the grievance shall resume within ten (10) days after the employee returns to duty.

E. Miscellaneous

1. The parties shall make a good faith effort to process group grievances jointly, provided however, that the District reserves the right to separate grievances which are in its judgment based upon different facts or contractual considerations.
2. The filing of a grievance does not relieve the employee of his/her duty to conform to the direction of his/her supervisor.
3. Every effort will be made to schedule meetings for the processing of the grievances at times which will not interfere with the regular work of the participants. However, when it is necessary for a representative designated by the Association to attend a grievance meeting during the day, such representative shall, upon District approval which shall not be unreasonably withheld, be released for a reasonable period of time without loss of pay in order to permit participation in the meeting. Any teacher who is required to appear in meetings, or hearings as a witness shall be accorded the same right.
4. In the course of investigation of any grievance, the grievant's representative shall report to the site administrator's office and shall identify himself/herself.
5. Time limits for appeal at each level shall begin the day following receipt of written decision.
6. No reprisal of any kind shall be taken by the District or the Association against any aggrieved person or other participant in the grievance procedure by reason of such lawful participation.
7. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. Access to the grievance file shall be limited to the grievant, authorized Association and District personnel.

ARTICLE III - GRIEVANCE PROCEDURE (continued)

8. Forms for serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the District after consultation with the Association and given appropriate distribution.
9. Forms for grievances shall be prepared jointly by the District and Association and given appropriate distribution to facilitate operation of the grievance procedure.
10. Appropriately posted and dated District notices shall be considered as binding all teachers and the Association with knowledge of the contents of said notices.
11. The District shall be responsible for delivering notices to the grievant and Association.

ARTICLE IV
ORGANIZATIONAL SECURITY (FAIR SHARE)

- A. Any employee who is a member of the Association, 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. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the employee each ten months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. The District shall not be required to provide payroll deductions for political purposes or any other purpose not specifically required by law.

- B. With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees to request in writing that the office of the County Superintendent of Schools promptly remit such monies to the Association, accompanied by an alphabetical list of employees for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

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

ARTICLE IV - ORGANIZATIONAL SECURITY (FAIR SHARE), continued

- D. Any unit member who has a strong personal belief or who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under section 501 (c)(3) of Title 26 of the Internal Revenue Code:

CTA Martin Luther King, Jr. Memorial Scholarship Fund
The International Rescue Committee
The United States Fund for UNICEF
The American Red Cross
The Land Conservancy of San Luis Obispo County

- E. To receive an exemption on the basis of strong personal belief or religious beliefs, the unit member must submit a detailed written statement establishing the basis for the exemption. The Association executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.
- F. Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of fair share. Proof of 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. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.
- G. Any unit member making payments as set forth in sections above, and who requests that the grievance or arbitration provisions of this Agreement be used in her or his behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- H. With respect to all sums deducted by the District pursuant to sections above, whether for membership dues or fair share, the District agrees to remit such monies promptly 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.

ARTICLE IV, ORGANIZATIONAL SECURITY (FAIR SHARE) (continued)

I. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.

J. Hold Harmless Provision

LMUTA/CTA/NEA agrees to reimburse the employer, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to LMUTA/CTA/NEA in defending against any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof. LMUTA/CTA/NEA agrees to reimburse the employer, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the employer has complied with the terms of this Article and has promptly notified LMUTA/CTA/NEA of its awareness of such an action. LMUTA/CTA/NEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE V
GENERAL POLICIES GOVERNING LEAVES OF ABSENCE

A. General

1. Before an employee is eligible to take, or to return to work from, a leave of absence occasioned by disability, illness or injury, the District may require a medical examination at District expense by a physician selected by the employee from three names provided by the District.
2. Except in an emergency, leaves of absence for a stipulated period of time may be extended only upon approval in writing by the District.
3. An employee who fails to return to work at the expiration of approved leave and who fails to notify the District as soon as possible shall be deemed to be absent without justification and will be subject to appropriate disciplinary action.
4. Upon return from leave, teachers may be subject to reassignment if their former assignment is filled by a permanent or probationary employee.
5. Abuse of leave benefits or false statements relating thereto shall be grounds for withholding leave benefits and possible disciplinary action. The District may require confirmation of stated reasons for leave requests or that leave was utilized for the purpose for which it was granted.
6. Nothing in this Article shall preclude the District from granting additional leave benefits not covered by this Article by mutual agreement between the District and an employee.
7. Employees on unpaid leave other than "Family Leave" may elect to continue their insurance benefits at their own expense by making appropriate payments directly to the District in a manner prescribed by the District.
8. The parties agree to work cooperatively to improve unit member awareness regarding the provisions of the Catastrophic Leave Bank and the procedures for contributing to and receiving leave from the Bank.

B. Sick Leave

1. Sick leave is defined as absence, without loss of compensation because of illness (including stress sufficient to produce physical symptoms verified by a written physician's statement) or injury of the employee and may be used as otherwise authorized in this agreement.

ARTICLE V - GENERAL POLICIES GOVERNING LEAVES OF ABSENCE (continued)

2. Ten (10) days of sick leave credit shall be granted annually for full time employees, cumulative without limit.
3. Employees serving less than full time each year or less than full time each day shall be credited with a proportional amount of sick leave which bears the same ratio to their assignment as ten (10) full days per year bears to a full time annual assignment. Sick leave entitlement shall be credited at the beginning of each school year.
4. The District shall credit new employees with accumulated unused sick leave from other California school districts Pursuant to E.C. 44979 upon verification from their previous employer.

C. Extended Illness Leave

1. After sick leave credit has been exhausted, the employee, for additional absences due to illness or accident, shall be paid the difference between the employee's regular pay rate and the long term substitute's pay rate, (whether or not a substitute is employed) for a period not to exceed five months for any given illness or injury. Such leave may continue into a subsequent school year.

D. Jury Duty and Court Appearance

1. Leave of absence for jury duty shall be granted to any teacher who has been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of the jury service. All teachers shall return to work as soon as possible following release from jury service.

The teacher shall receive full pay while on leave provided that jury service fee for such leave is reimbursed and the subpoena or court certification is attached to the Employee Absence Report and filed with the District. The jury service payment shall be forwarded to the Business Office upon receipt by the employee. Request for jury duty leave should be made by presenting the official court summons to jury service to the employee's immediate supervisor or principal as soon as possible.

2. A teacher appearing as a witness under subpoena in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance misconduct of the employee, shall receive full pay for such absence from duty, less any paid compensation.

ARTICLE V - GENERAL POLICIES GOVERNING LEAVES OF ABSENCE (continued)

Request for leave to serve as a witness should be made by presenting the official court summons to the employee's immediate supervisor or principal as soon as possible.

3. In order for a teacher to be paid for jury duty absence, it is necessary for the teacher to:
 - a) Notify his/her supervisor or principal so that proper absence report records may be prepared.
 - b) Endorse any check or warrant received for jury duty (less expenses) over to the District.

E. Bereavement Leave

1. Five days bereavement leave of absence will be allowed for the death of any member of the employee's immediate family. "Immediate family" is defined as: mother, father, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, guardian with whom the employee has lived, or other person residing in the teacher's home. The definition includes the "in-law" and "step" relationship in each case.
2. An additional two days bereavement leave will be allowed if travel is over 500 miles, round trip.
3. The employee shall suffer no loss of compensation while on bereavement leave.

G. Military Leave

Military leave shall be granted as required by statute and in conformity with law.

H. Necessity Leave

1. Sick leave, not to exceed seven (7) days in any school year, may be used by an employee, at his/her election, in cases of necessity. A unit member may, with the approval of the district Superintendent, be allowed to utilize more than seven (7) days for necessity leave in one school year, in the event of unique or unusual circumstances. Such approval shall not be withheld for arbitrary and capricious reasons. To qualify for such leave, proof of necessity is required to establish the existence of one of the following conditions:
 - (a) Death of a relative, close friend or an associate.
 - (b) Illness of a member of his/her immediate family (as defined under

ARTICLE V - GENERAL POLICIES GOVERNING LEAVES OF ABSENCE - (continued)

bereavement leave). A unit member is entitled to use up to five (5) days of sick leave in any calendar year for illness of the unit member's child, parent or spouse even if the member has exhausted his/her personal necessity leave for other reasons.

- (c) Accident involving his person or property or the person or property of a member of his/her immediate family.
 - (d) Other emergencies requiring the presence of the employee. (Approval of the Superintendent is required).
 - (e) Appearance in court as a litigant; or other than as a witness under an official order. (Absence for a subpoenaed witness is allowed without deduction or use of sick leave).
 - (f)
 - 1. Leave of absence, not to exceed five days, for father on the occasion of childbirth.
 - 2. Five days absence for mother and/or father for adoption.
 - (g) Religious observance when holidays requiring such observances occur on a school day and when the opportunity to participate in the observance does not occur at times outside of the regular school day. Such absence may not exceed two days per year.
 - (h) Victim of domestic violence or sexual assault to obtain relief such as restraining orders, assistance and services of an attorney, rape crisis center, psychological counseling, participate in safety planning and/or other actions to increase safety.
2. Procedures for use of necessity leave entitlement are as follows:
- (a) The employee shall arrange for a substitute in compliance with the usual district procedures.
 - (b) The employee should in normal circumstances initiate a request through the immediate supervisor to be granted necessity leave. Otherwise, the employee shall contact Human Resources. Written requests for necessity leave shall be submitted at the earliest possible date, but in no case later than five days after return to work.

ARTICLE V - GENERAL POLICIES GOVERNING LEAVES OF ABSENCE (continued)

I. Unpaid Discretionary Leave

1. Personal Business. Leave of absence for purposes other than those designated in other portions of these Articles may be approved, without pay, by the Board of Education upon recommendation of the Superintendent.
2. Political Activity. Employees may apply for leave of absence without pay, to participate in political activities such as campaigning for office where such leave may be granted within the definition of the statutes. Such leave shall be evaluated on an individual basis.
3. Absence for personal business must first be approved by the Superintendent and arrangements for a substitute completed before such absence is authorized.
4. If absence for personal business is approved by the Superintendent of Schools, the salary deducted for each day of absence shall be a full day's pay as defined in Article VI, Section E of this agreement.

J. Sabbatical Leave

At the discretion of the District, sabbatical leave may be granted without pay for professional improvement that will contribute to the educational goals of the District.

1. Professional Advancement

An applicant who submits a program of study for a sabbatical leave shall undertake a full program of at least sixteen hours undergraduate study per semester, or twelve hours of graduate study or the equivalent thereof.

The program submitted shall be designed to increase the employee's understanding of educational psychology, improve his/her techniques, or broaden his/her experience in special subject fields.

2. Educational Travel

Applicant who desires to travel must submit a complete statement of the proposed itinerary. Acceptable travel is defined as travel that will enrich the employee's experience and understanding of other people and other cultures. Before returning to duty, the employee on sabbatical leave shall submit a satisfactory summary of his/her trip together with a brief statement of the educational growth obtained through his/her experiences.

ARTICLE V - GENERAL POLICIES GOVERNING LEAVES OF ABSENCE (continued)

3. The purpose of sabbatical leave shall be flexible enough to provide for the specific needs of the individual and schools. Unusual cases should be given special consideration by the Superintendent of Schools and the Board of Education.
4. Length of uninterrupted service in the district shall be the determining factor between applications otherwise equal in value to the District.
5. The number of employees on sabbatical leave at any one time shall be limited to two percent of the certificated staff.
6. When such sabbatical leaves are recommended by the Superintendent of Schools to the Board of Education, reasonable and equitable distribution shall be made among the various branches of the staff.

K. Industrial Accident and Illness Leave

1. The accident or illness must have arisen out of and in the course of the employment of the teacher and must be accepted as a bona fide injury or illness arising out of and in the course of employment by either the State Compensation Insurance Fund or another carrier.
2. The employee shall notify the District Administrative Office immediately when an injury or illness arising out of and in the course of employment occurs.
3. Allowable leave for such accident or illness shall be for a period of 60 days. Such leave shall commence on the first day of absence.
4. Should the leave overlap into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
5. The leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
6. During any paid leave of absence, the employee shall be paid such portion of the salary due him/her for any month in which the absence occurs, which when added to his/her temporary disability indemnity will result in a payment not to exceed his/her full salary. While on paid industrial accident or illness leave, the teacher shall endorse to the District the temporary disability indemnity checks received. The District in turn shall issue the employee appropriate salary warrants and shall deduct there from retirement and other authorized or required contributions.

ARTICLE V - GENERAL POLICIES GOVERNING LEAVES OF ABSENCE (continued)

7. Upon termination of the leave, the teacher shall be entitled to sick leave, and absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. If the teacher continues to receive temporary disability indemnity, he/she may elect to take as much accumulated sick leave which when added to temporary disability indemnity will result in a payment of not more than full salary.
8. Any teacher receiving benefits under these rules and regulations shall, during the period of illness or injury, remain within the State of California unless the District authorizes travel outside the state.

L. Personal Leave

Personal leave not to exceed six (6) days in a school year, to be charged against sick leave, may be used by an employee. The use of personal leave during the first five (5) student days of the school year requires approval of the site administrator. Personal leave during the last five (5) student days requires at least five (5) days advance written notice. Personal leave requests denied by the site administrator may be appealed to the Superintendent or designee.

Any leaves which might be granted during period described above will be on a case-by-case basis and will not set precedent in future cases.

M. Family Care Leave

1. The District shall comply with the California Family Rights Act of 1991, as amended, and the federal Family and Medical Leave Act of 1993. Under the law, unit members are entitled to three (3) months of unpaid family care leave during any 12-month period. In general, "family care leave" means leave because of (1) the birth of a child of a unit member, (2) the placement of a child with a unit member in connection with the adoption or foster care of a child/step child of a unit member, or (3) leave to care for a parent, spouse or a child who has a serious health condition. The 12-month period shall be July 1 through June 30 each year.
2. In accordance with the federal law, the District shall pay the unit member's regular health and benefits contributions for up to three (3) months during the 12-month period. The District may recover the District's contributions if the unit member fails to return from leave, except if the reason is the continuation, recurrence, or onset of a serious health condition or something else beyond the unit member's control.
3. The Assistant Superintendent, Human Resources shall respond to any unit member's questions regarding eligibility for Family Care Leave, including representation by the Association if requested by the employee.

ARTICLE V - GENERAL POLICIES GOVERNING LEAVES OF ABSENCE (continued)

4. Certificated employees who work at least 60% or more of an FTE assignment shall be eligible to request Family Care Leave.
5. Eligible employees who request this leave shall determine when the leave will begin.
6. The three (3) months of unpaid family care and medical leave shall run concurrently with other paid leaves from the date of employer notice that the employee has qualified for such leave, except that the three (3) months of family care and medical leave shall run consecutively to any leave taken because of disability on account of pregnancy, childbirth, or related medical conditions.

N. Parental Leave

A unit member shall be entitled to use up to 12 work weeks of parental leave for reason of the birth of a child or the placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member. Parental leave shall run concurrently with unpaid leave under California Family Rights Act (CFRA). Current and accumulated sick leave shall be used for parental leave until it is exhausted. Thereafter, the unit member shall receive differential pay as described in Article V, Section C for the remainder of the up to 12 work week period. The total aggregate parental leave and CFRA leave taken shall not exceed 12 workweeks in a 12 month period.

O. 1. Catastrophic Leave Bank

- a. The Association and District agree to create the Lucia Mar Unified School District Bargaining Unit Employee Catastrophic Leave Bank, effective July 1, 1994. The Catastrophic Leave Bank shall be funded and operated in accordance with Article V, Section N, Catastrophic Leave Bank, as set forth below.
- b. Days in the Catastrophic Leave Bank shall accumulate from year to year.
- c. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of Catastrophic Leave Bank participant.
- d. The Catastrophic Leave Bank shall be administered by a committee consisting of two (2) bargaining unit members appointed by the Lucia Mar Unified Teachers Association President, and one (1) certificated administrator appointed by the Superintendent.

ARTICLE V - GENERAL POLICIES GOVERNING LEAVES OF ABSENCE (continued)

2. Catastrophic Leave Bank Eligibility and Contributions

- a. All bargaining unit employees on active duty with the District are eligible to contribute to the Catastrophic Leave Bank.
- b. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- c. New bargaining unit employees, probationary or temporary, who would like to join the Catastrophic Leave Bank must join within 30 calendar days of beginning work. There will be no subsequent open enrollment.
- d. The contribution, on the appropriate form, will be authorized by the participant and continued from year to year unless canceled by the participant.
- e. Cancellation, in writing, may be affected at any time and the participant shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the participant effects cancellation.
- f. Contribution shall be made between July 1 and October 1 of each school year. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new bargaining unit employees.
- g. The annual rate of contribution by each participant for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code Section 44043.5. An additional day of contribution shall be required of participants if the number of days in the Bank falls below thirty (30). Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment shall not be required to contribute to remain eligible to draw from the Bank. If a Catastrophic Leave Bank participant has no remaining sick leave at the time of the assessment, they need not contribute the additional days to remain a participant in the Catastrophic Leave Bank.
- h. If the number of days in the Bank at the beginning of a school year exceeds one thousand (1,000), no contribution shall be required of returning participants. Those participants joining the Catastrophic Leave Bank for the first time and those returning from leave shall be required to contribute one (1) day to the Bank. An employee who is retiring may contribute unused sick leave up to ten (10) days to the Catastrophic Leave Bank.

ARTICLE V - GENERAL POLICIES GOVERNING LEAVES OF ABSENCE (continued)

3. Administration of the Bank

- a. The Catastrophic Leave Bank Committee shall be responsible for maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of the requests, approving or denying the requests and communicating its decisions, in writing, to the participants and to the District.
- b. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.
- c. Applications shall be reviewed and the decision of the Committee be reported to the applicant in writing within twenty (20) working days of receipt of the application.
- d. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as it is necessary to process the request for withdrawal and defend against any appeals or denials.
- e. By October 5 of each school year, the District shall notify the Committee of the following:
 1. Total number of accumulated days in the Bank on June 30 of the previous school year.
 2. Number of days contributed by participants for the current year.
 3. Names of participants.
 4. Total number of days available in the Bank.
- f. Annually, and upon request, the District shall notify the Committee of the following:
 1. Names of additional participants who have joined in accordance with Section 2.
 2. Names of any participants who have canceled participation in accordance with Section 2.
 3. Total number of days in the bank at the beginning of the previous month.
 4. Total number of days added to the Bank by new participants.

ARTICLE V - GENERAL POLICIES GOVERNING LEAVES OF ABSENCE (continued)

5. Total number of days awarded during the previous month and to whom they were awarded.
 - g. Any dispute between the Committee and the District as to the accounting of the Catastrophic Leave Bank days shall be immediately reconciled.
 - h. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Bank shall be returned to the then current participants of the Bank proportionately.
4. Withdrawal from the Bank
- a. Catastrophic Leave Bank participants, whose accumulated sick leave has been exhausted, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the participant for over ten (10) consecutive duty days or incapacitates a member of the participant's family, defined as mother, father, children, or spouse, for over ten (10) consecutive duty days which requires the participant to take time off work to care for that family member. If a second illness or injury incapacitates a participant or member of the participant's family within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive duty days.
 - b. When an eligible participant has exhausted his or her accumulated sick leave, the participant may begin Catastrophic Leave Bank withdrawal.
 - c. Participants who have exhausted sick leave, but still have differential leave available are eligible for a withdrawal from the Catastrophic Leave Bank. The District shall pay the participant full pay and the Bank shall be charged one (1) day. The first ten (10) duty days of illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay the first time said participant qualifies for a withdrawal from the Bank. Subsequent withdrawals within twelve (12) consecutive months, the first five (5) duty days of illness must be covered by the participant's own sick leave, differential leave, or leave without pay.
 - d. If an applicant is incapacitated, applications may be submitted to the committee by the participant's agent or member of the participant's family.

ARTICLE V - GENERAL POLICIES GOVERNING LEAVES OF ABSENCE (continued)

- e. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) duty days. Participants may submit requests for extensions of withdrawals as a prior grant expires. The participant's withdrawal from the bank, per illness or injury, may not exceed the statutory maximum period of twelve (12) months beginning with the first date of catastrophic leave. The participant's withdrawal from the Bank per illness or injury may not exceed one hundred seventy-four (174) days within the 12 months except that participants requesting leave due to stress or psychological illnesses shall be limited to thirty (30) days of catastrophic leave.
- f. Participants applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank shall be required to submit a medical physician's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the committee shall keep information regarding this nature of the illness confidential.
- g. If a participant has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the committee may require medical review by a physician of the committee choice at the participant's expense. The committee shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review shall terminate the participant's continued withdrawal from the Bank. The committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report. The participant may appeal any termination under the procedures outlined in paragraph j. below.
- h. Leave from the Bank may not be used for illness or disability which qualifies the participant for workers' compensation benefits unless the participant has exhausted all workers' compensation leave and is using her or his own sick leave.

An employee may apply for both catastrophic leave and workers' compensation benefits. Catastrophic leave shall be available to pay the difference between worker's compensation benefits and the employee's rate of pay, or in the event the workers' compensation application is not approved.

ARTICLE V - GENERAL POLICIES GOVERNING LEAVES OF ABSENCE (continued)

- i. The committee may reasonably presume that the applicant for a draw may be eligible for a disability award or a retirement under STRS or, if applicable, Social Security. The committee may request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) days shall disqualify the participant from further Catastrophic Leave Bank withdrawal. Any request for additional medical information from the STRS or social security shall be submitted within ten (10) days or the participant's entitlement to Catastrophic Leave Bank withdrawals shall cease.

- j. Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within thirty (30) days of denial, appeal, in writing, to arbitration. Costs of arbitration shall be shared equally by the appealing employee and LMUTA. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the appeal.

ARTICLE VI HOURS OF WORK

- A. The standard workday for unit members shall be seven (7) hours and thirty (30) minutes inclusive of a thirty (30) minute duty-free lunch period.

The minimum grade 4-6 instructional day is established as 305 minutes.

Effective 2017-2018, all sites shall schedule a late-arrival or early-release day for students per week. On such days, unit members shall have approximately one hour for school-wide professional development and department, grade level, and staff meetings (approximately 70% of the days), and for-self-directed planning and/or collaboration (approximately 30% of the days). Special education teachers may engage in self-directed professional duties on these days except that a site may schedule professional development specifically designed for special education staff for up to 30% of the days. The scheduling of these days will be shared by the principal and discussed with the teachers at each school site at the beginning of the school year. Opportunities for self-directed professional duties shall be provided on a regular basis throughout the school year.

Site principals shall endeavor to schedule school wide professional development, grade level, and staff meeting during late arrival or early-release days. Such activities may be scheduled outside the late arrival or early-release days and within the duty day and are limited to no more than one per month and for no more than 1 hour in length each.

Within the standard workday, teachers may be assigned a flexible schedule, for example either periods zero-five, one-six, or two-seven. Such assignment shall not cause a hardship to any teacher.

At the elementary level (pre-K through grade 6), full-session regular and SDC classroom bargaining unit members will be provided release time for preparation or conference periods. Preparation or conference periods will take place for a minimum of 100 minutes per five day work week as established by the District during the school day for those teachers participating in class-size reduction. The District shall provide 150 minutes per five day work week for SDC teachers and teachers not participating in class-size reduction. The district office staff in collaboration with each school site staff will develop a plan to compensate primary SDC teachers and teachers who lose prep time due to holidays (Labor Day, Veterans Day, Martin Luther King, Jr. Day, Lincoln's Birthday, President's Day, and Memorial Day) which may only include leaving school early, arriving late, or banking minutes for a half-day sub release. Leaving early and arriving late will only include non-student day teacher work time.

At the secondary level, full-session regular and SDC classroom bargaining unit members will receive the equivalent of one student class period per standard day for preparation time.

Middle school and high school teachers, on a voluntary basis, may teach an additional period on a regular basis and be compensated at a rate of one-fifth (1/5) their daily rate of pay. Teachers working at schools not on a standard five-period day will be compensated as

ARTICLE VI - HOURS OF WORK (continued)

follows: percent of pay will equal percent of weekly student contact hours. Any zero or seventh period created by the district shall be posted by Human Resources, first at the school offering the class. If not filled by a site employee, then it will be posted district-wide and unit members shall have priority in filling such positions. Implementation of this program shall not result in a reduction in force in certificated positions. Any secondary teacher who teaches less than the standard workday shall receive salary and fringe benefits on a pro-rata basis.

For example, a secondary teacher teaching three (3) periods would receive three-fifths (3/5) salary based upon their placement on the salary schedule, plus pro-rata fringe benefits.

Teachers may request authorization to leave prior to the end of the standard workday. Approval of any such request by the immediate supervisor shall not constitute a precedent for similar request, nor shall any refusal be grounds for a grievance or claim of discriminatory treatment.

- B. Teachers shall perform, without additional compensation and outside the standard workday in Paragraph (1) above, duties required outside of the standard workday in the past as part of the teacher's professional responsibilities. At the request of the bargaining unit or as the result of the assignment of a new principal, past practice shall be collaboratively reviewed. Duties not performed in the past, but collaboratively determined by the principal and school staff to be of value and implemented in any given year shall not constitute past practice. Such duties and services shall include, but not be limited to, required reports, bus supervision, back-to-school, open house, and/or meetings with students, parents, or administrators. Duties will be assigned on an equitable basis. Within ten work days of the beginning of the school year, site administration shall provide teachers with individual documentation of planned required duties for the year. Documentation shall include an estimate of average hours required to complete each required duty. Such duties shall not be used to increase the teacher's workday on a permanent basis.
- C. It is understood and agreed the K-6 teachers shall attempt to conduct conferences with the parent(s) or guardian(s) of every regular full-time student in their class. Each teacher is responsible for arranging such conferences outside of the instructional day at a time when the parent(s)/guardian(s) can participate. The conferences are to be completed no later than the second week in December.

The District will authorize at least three minimum days for elementary school parent conferencing. The district will provide one half-day substitute for teachers not participating in class size reduction and needing additional conference time. Schools may request additional minimum days for other purposes.

Teachers shall submit to their principal a report of conferences held. The District reserves the right to schedule, with the participation and advice of the teacher involved, meetings outside the instructional day with parents who have not attended a parent conference during the current school year. Secondary teachers shall attend scheduled evening session(s) to be available for parent conferencing as per Section B of this Article.

ARTICLE VI - HOURS OF WORK (continued)

Effective 2018-2019, teachers in grades 7-12 shall enter gradebook information on the District's on-line grading program (currently Aeries.net) by the 10th student day of each semester and then at least once every two weeks when school is in session so that parents can access this information via Homelink, or similar program.

Final grades shall be entered in a timely manner for quarterly, trimester, and semester grades.

Classroom teachers will make a reasonable effort to respond to electronic communications by parents within 48 hours, excluding weekends and holidays, unless advised by the site administrator that communication with the parent is not required.

Professional duties include attendance at meetings relating to students with IEP's, Section 504, and SST meetings. A reasonable effort will be made to ensure that these meetings begin and end during the standard teacher work day, except in situations in which a parent is unable to attend during the work day and request that the meeting occurs outside the work day.

- D. Unit members may be required to work up to 184 days per school year beginning with the 2007-2008 school year.

Year-end checkout must be completed no later than three (3) working days following the last student day. Recognizing that an individual teacher may have a valid reason to deviate from this timeline, principals are authorized to make exceptions on a limited basis.

- E. The daily rate of pay for deductions from the normal work year, shall be determined by dividing the employee's annual salary from Appendix A by the number of work days required in paragraph D above

- F. Calendars will reflect the following:

180	teaching days
3	in-service/work days beginning with school year 2007-2008
1	non-student workday

The scheduling of work days for each school year shall be delegated to a Calendar Scheduling Committee in which stakeholders from each of the represented and unrepresented employee groups as well as parents and the community are invited to participate. At a minimum, the Committee shall have two (2) representatives selected by LMUTA, two (2) representatives selected by CSEA, and two (2) representatives selected by the District. This Committee shall meet at the beginning of each school year in the Fall and shall endeavor to reach agreement by January 31. Recommendations of the Committee (or the fact that no agreement was reached) shall be brought back to the authorized representatives of the parties for consideration in a negotiations process which is separate from and not dependent on the completion of the regular negotiation cycle.

ARTICLE VI - HOURS OF WORK (continued)

Once this process is initiated, calendars shall be adopted at least one year in advance. For instance, in the Fall of 2012, the calendar under consideration shall be the 2013-2014 calendar. Nothing herein shall bar consideration of additional years or multiple recommendations.

G. The District may require unit members to attend staff development/in-service only during the contract workday and work year. The District may offer voluntary workshops which unit members may attend outside the contract workday and work year. Unit members who attend such voluntary workshops shall be compensated by either salary schedule credit for certified hours attended, or the appropriate extra-duty rate for in-service training, as offered by the District.

H. The high school Agriculture teacher work year shall be 214 days.

The Teacher on Special Assignment work year shall be 194 days.

The Autism Behavior Specialist work year shall be 204 days.

The Program Specialist work year shall be 194 days.

The salary for these extended work year positions shall be increased at the unit member's per diem rate for days of service beyond the standard 184 day work year. Accordingly, .543 (1/184) percent shall be added on the unit member's salary schedule for each additional day of the unit member's extended work year.

I. Upon request from a permanent elementary teacher employed in the district, the District may enter into job sharing programs according to the following terms:

1. Job sharing is a program where two (2) unit members ("team") share the duties and responsibilities of one (1) full-time teaching position. Each job sharing assignment is made for one (1) school year.

a. A job sharing assignment may be made available to an employee team where each employee:

- possesses an appropriate credential;
- has submitted an application; and
- is permanent.

ARTICLE VI - HOURS OF WORK (continued)

2. Each team shall perform all of the usual duties of a teaching position.
 - a. Notwithstanding any other provision of this Agreement, each team member shall attend the following regular District and school site functions as part of the assignment, unless excused by the principal.
 - District pre-service days;
 - Back-to-school and open house nights;
 - Parent-teacher conferences;
 - Non-instructional workdays other than pre-service days;
 - In-service or staff development days (excluding voluntary days); and
 - One member must attend all school site staff meetings.
 - b. Instruction schedule for the team shall be initially determined during the application and selection process, subject to approval by the principal.
3. The total compensation package cost to the District for each job-shared position shall not exceed the cost for one full-time equivalent position.
 - a. The salary for each team member shall be based on the member's placement on the certificated salary schedule and shall be prorated based on the ratio of the member's teaching assignment to a full-time teaching assignment.
 - b. Teachers serving under this contract will not advance on the salary schedule for part-time service unless the contract is renewed. If renewed, teacher will advance one step for each two (2) years completed provided that if the agreement is terminated with an odd year of service under the agreement, the 1/2 increment will not be granted for the last year of service. It is understood that STRS will credit participants only for actual days in paid service rendered under this contract.
4. Each team member who has an assignment of 50 percent or more shall be eligible for a District contribution, prorated on the same basis as the salary computation, for employee benefits.
 - a. Each team member is required to authorize payroll deduction of any required amount or amounts by which the individual employee benefits package exceeds the District's contribution, not to exceed the dollar amount of the fringe benefit cap for a full-time employee.
 - b. A team member may "opt out" of the fringe benefit package.

ARTICLE VI - HOURS OF WORK (continued)

5. By February 1 of the preceding school year, each potential job sharing team shall submit a written application to the Superintendent. The submission should include the following:
 - A letter from each team member requesting a job sharing assignment.
 - Site and grade preference.
 - A commitment of one school year to the job sharing program.
 - a. A job sharing assignment shall not be established until both applicants and the District have agreed upon the specifics of the job sharing assignment including a detailed narrative addressing lesson planning, teaching, evaluating and communicating with one another and with parents, staff and administration; and performing adjunct duties.
 - b. The Superintendent shall make a recommendation to the Board of Education for all job sharing assignments. The Board shall make the final decision with regard to the Superintendent's recommendations.
6. When a teacher under this contract is absent, the teacher sharing the contract, will, whenever possible, substitute for the absent teacher. When this condition exists, the absent teacher will work an equal number of days for the substituting teacher. Such arrangements will be worked out between the two parties who will maintain the necessary records. In these situations, no sick leave will be deducted. In the event the alternate teacher is unable to substitute for the absent teacher, a substitute will be provided by the District and sick leave will be charged in the usual manner.
7. Each participant will be on leave of absence without pay when not working and agrees, therefore, that they will not be eligible for unemployment during the period the job share team member is off work.
8. Each job share team member will receive all leaves and other benefits provided by this collective bargaining agreement, subject to the proration set forth above.
9. Should either teacher be unable to fulfill the school year's obligation under this contract, the other teacher will assume full time responsibility for the assignment.
10. The district retains the right to terminate this agreement for good cause at any time as well as the right to renew it annually upon request. Such requests should be submitted by the teacher prior to February 1. Should the contract be terminated during the school year, both teachers will be returned to full time status.

ARTICLE VI - HOURS OF WORK (continued)

- J. Special Education Teachers (Resource, SDC) shall be provided up to 7 substitute release days per school year in order to performing professional duties directly related to their special education teaching duties (i.e. assessing students, conducting IEPs and completing related documentation). Substitute release days may be used by Special Education Teachers at their discretion.

ARTICLE VII
SAFETY CONDITIONS

- A. Subject to the following conditions, the District shall reimburse employees for the loss, destruction or damage of personal property which was brought to school for instructional purposes:
1. There has been prior written authorization to use such property for instructional purposes on campus.
 2. Prior agreement has been reached as to the maximum dollar liability of such property if lost, destroyed or damaged.
 3. The teacher has exercised reasonable precautions to ensure the safety of the property.
 4. The loss or damage has been reported immediately.
- B. Subject to their responsibilities to pupils, employees shall not be required to perform duties under conditions which constitute a threat to their health and/or safety. Upon discovery of an unsafe condition, a unit member shall immediately notify his/her supervisor. In response to such notification the District shall investigate and come to a determination as to whether the condition is unsafe. If the District determines the condition is unsafe, it shall take reasonable steps to remediate the unsafe condition.
- C. Unit members may not be assigned to perform non-emergency specialized health care services.
- D. The following provisions of this Article are directory in nature and are not subject to the Grievance Procedure:
1. Pursuant to EC 44014, whenever a unit member is attacked, assaulted, or physically-threatened by any pupil, it shall be the duty of the unit member and of the member's immediate supervisor if he/she has knowledge of the incident to promptly report the incident to local law enforcement.
 2. Pursuant to EC 48910, a unit member may suspend a pupil from class for any of the acts enumerated in Section 48900 for the day of the suspension and the day following. The unit member shall immediately report the suspension to the principal. As soon as possible the unit member shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension.
 3. Pursuant to EC 49079, the District shall inform a unit member of the pupils assigned to his/her class who have engaged in or are reasonably suspected to have engaged in acts which would subject the pupil to suspension or expulsion.

ARTICLE VIII
TRANSFERS AND REASSIGNMENTS

Definition: A transfer is a permanent change in the school site of the teacher.
A reassignment is a change of grade level or subject within a site.
A change in school site and grade level is a “transfer” and a “reassignment.”

This article does not apply to changes in assignment or school site for bargaining unit members holding certificated positions with job descriptions other than classroom Teacher (e.g. TOSAs) or positions not assigned to a single school site.

A. Voluntary Transfers

1. Requests for transfer shall be made in writing on forms provided for this purpose by the District. A request for transfer may be submitted at any time. Although applications will be accepted at any time, they must be submitted prior to April 15 to ensure consideration for the ensuing school year. These requests will be kept active until April 15 of the school year following the school year in which the request was submitted, at which time a new request must be filed.
2. Voluntary transfers shall be based upon training, experience, skills, and certification needed for the vacant position. All other factors being equal, the unit member with the most seniority in the district shall be granted the transfer. Bargaining unit member(s) who have submitted voluntary transfer requests and who meet the qualifications required for a position shall be given first consideration and interviewed before applicants from outside the district for vacancies which are to be filled after the beginning of the current school year and for vacancies which are to be filled prior to April 15 for positions available at the commencement of the following school year.
3. At least one bargaining unit employee selected by the principal shall serve on any site transfer interview committee.
4. If a unit member’s request for voluntary transfer is denied after an interview, the unit member may request and shall receive written reasons for the denial.
5. In cases of vacancies in team teaching or cooperative teaching positions, the principal will, whenever practicable, consult with the teachers involved before the teaching assignments are filled.
6. Teachers must have a satisfactory current evaluation to be eligible for voluntary transfer.
7. Teachers may request an exchange of assignment with another teacher in the District for one school year. Implementation of such requests shall be subject to mutual agreement between the teachers and principals concerned.

ARTICLE VIII - TRANSFERS AND REASSIGNMENTS (continued)

8. Special education teachers shall receive equal access to transfer opportunities as general education teachers.
9. A principal of any school which is ranked in deciles 1 to 3, inclusive on the Academic Performance Index may refuse to accept a voluntary transfer (Education Code section 35036).
10. All vacancies which the District intends to fill will be posted in a timely manner.

B. Involuntary Transfers

1. The district shall seek volunteers prior to making any involuntary transfer due to a decrease in the number of pupils which requires a decrease in the number of unit members; elimination of programs and/or funding; or opening/closing of a worksite. Involuntary transfers shall be made in the best interests of the District. They shall not be made for arbitrary or capricious reasons. Involuntary transfers also shall not be made for disciplinary reasons unless the District determines that such a transfer is necessary in order to fulfill a legal duty (e.g. remediation of a hostile working environment.)
2. When a unit member is subject to potential involuntary transfer, the decision as to which member is transferred shall be based upon training, experience, skills, and certification and seniority of the members at the school site. All other factors being equal, the unit member with the least seniority in the district shall be subject to the involuntary transfer. Unit members who are involuntarily transferred as a direct result of a certificated layoff shall have "first consideration" for any voluntary transfers into vacant positions at their former school site. "First consideration" shall mean that when a qualified bargaining unit member applies for an open position, the member shall be given consideration and interviewed before other qualified bargaining unit member(s) who have applied for voluntary transfers.
3. The District will discuss the transfer with the teacher within a reasonable time prior to the transfer. Written notice of involuntary transfer and reasons therefore shall be given to the teacher upon written request.
4. An involuntary transfer shall not result in the loss of compensation or any health or welfare benefit of the teacher.
5. Notice of an involuntary transfer for the coming school year shall be given in writing as soon as practical but no later than June 30, except in the case of an unforeseen change or circumstance. If a teacher has been tentatively selected for an involuntary transfer after September 1, the transfer shall not be made until after five (5) calendar or three (3) working days notice to afford the teacher being transferred an opportunity to consider alternatives and state preferences, prior to the transfer.

ARTICLE VIII - TRANSFERS AND REASSIGNMENTS (continued)

6. A good faith effort to find alternate transfers shall be made by the administration if the teacher does not agree to the proposed transfer.
7. A teacher who is involuntarily transferred shall have the right to appeal such transfer to the Governing Board. Such appeal shall not serve to delay the transfer, but the transfer shall not be deemed permanent until Board resolution of the appeal.
8. Bargaining unit members who are involuntarily transferred shall be offered three days of substitute time to assist in packing/moving or the equivalent in pay.

C. Reassignments

1. Any unit member employed at an elementary school who is involuntarily reassigned to a new room or grade level after the first working day of the school year shall be offered three days of substitute time or the equivalent in pay. Any unit member employed at an elementary school who is involuntarily reassigned to a new grade level before the first working day of the school year shall be offered one day of substitute time or the equivalent in pay. If a member moves to a new room he/she shall be offered one day of substitute time or the equivalent in pay.
2. Any unit member employed at a secondary site who is involuntarily reassigned to a new subject, or a new room for at least three periods, after the first working day of a semester shall be offered three days of substitute time or the equivalent in pay. Any unit member employed at a secondary school who is involuntarily reassigned to a new subject for at least three periods before the first working day of a semester shall be offered one day of substitute time or the equivalent in pay. If a member moves to a new room, he/she shall be offered one day of substitute time or the equivalent in pay.

D. The District shall staff new school(s) by a process to be negotiated by the parties and then included in a side agreement.

E. Notification

1. The District shall provide the Association a list of certificated positions which occur during the school year and for the following school year within a reasonable time after knowledge of such positions. During the summer, teachers and the Association will be provided vacancy announcements by providing the District with self-addressed stamped envelopes for this purpose. Notice will also be given by District e-mail.

ARTICLE IX
CLASS SIZE

- A. The District shall consult with the Association when average class size exceeds the following or when multi-grade averages exceed the average for the lowest grade in the multi-grade class.

4th through 6th grades	31 students
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- B. Class sizes shall reflect the number of students in each classroom in each school and as assigned to classroom teachers.
- C. Resource teachers, aides and other classifications of unit members shall not be used in determining a student to teacher ratio for purposes of this Article.
- D. Elementary Special Day Class students participating in the “Inclusion” model (and in general education classrooms at least 50% of the day), are counted as general education students for purposes of calculating total class size, so long as the class is not included within a class size reduction program.
- E. As a condition of receiving the additional funding grant for K-3 class size reduction under the Local Control Funding Formula (LCFF) the District is required to make progress toward maintaining an average class enrollment of not more than 24 pupils for each school site in Kindergarten and grades 1 to 3 upon full implementation of the LCFF (currently 2020), as such progress is defined in Education Code section 42238.02.

However, the law authorizes a district and its certificated union to negotiate an alternative annual class size enrollment for each school site (Education Code section 42238.02 (d) (3), (B)). Therefore, the District shall reduce class size at each school site in accordance with the “Making annual progress” formula in law (Ed Code 42238.02 (d) (3) (B) (i)-(v)); however, in the event that newly-enrolled students cause the District to be unable to comply with these maximums at a particular school site, the District may exceed the class size maximum at that school site. The District shall notify LMUTA in the event that the District needs to exercise this exception.

If at any time the District learns that compliance with the foregoing contractual provisions will likely result in penalties which would reduce or eliminate the additional funding grant for K-3 Class size reduction, the parties agree to meet and negotiate to discuss and implement a mutually agreed solution. If the District in fact ceases to receive the additional funding grant for K-3 CSR, these class-size limitations shall be suspended until funding is restored.

ARTICLE X
EVALUATION PROCEDURES

- A. Except for teachers employed after October 15, the District shall schedule a meeting prior to October 15 with teachers to be evaluated. At this meeting the evaluator and the evaluatee will discuss standards of performance, evaluation criteria and assistance to be provided by the District.
- B. Unless waived by mutual agreement of employee and the principal, evaluation of each certificated employee not in probationary status shall be made annually and a report filed at least 60 calendar days prior to the end of the school year.
- C. Probationary employees shall receive at least two (2) written performance appraisals each year during probationary service. The first evaluation shall be completed and reports filed no later than December 15. The second evaluation report shall be completed and filed no later than 60 calendar days prior to the end of the school year. The evaluatee shall be given the opportunity to append written statements of his/her views to the evaluation report. Such statements shall be included in the evaluatee's personnel file.
- D. Evaluation procedures shall include at least one (1) observation annually of the evaluatee in a work situation unless the observation indicates less than satisfactory performance in which case two (2) observations will be required. A written improvement plan will be required if two (2) observations indicate less than satisfactory performance. Such observations will be scheduled by the evaluator, but teacher preferences will be considered. Observation reports will be provided within ten (10) days of the observation. Informal observations may be conducted periodically at the option of the District.
- E. Evaluation reports shall be in writing and a copy of the evaluation report shall be furnished to the evaluatee. If the evaluatee is performing in an effective or commendable manner, the report shall so indicate. In the event of an unsatisfactory evaluation, the evaluatee may request an additional observation. Suggestions for improvement should be made whenever improvement for retention is recommended. The extent of the evaluatee's accountability for factors influencing student behavior and/or achievement may be noted by the evaluatee on any statement appended to a negative Certificated Evaluation.
- F. Any rating on the Certificated Evaluation Form other than "consistently demonstrates competency" requires documentation and a written plan for improvement.

Each of the seven (7) areas on the Certificated Evaluation Form must be rated.

A teacher may request additional Certificated Evaluations by making a request to the principal, immediate supervisor or Assistant Superintendent, Human Resources.

ARTICLE X - EVALUATION PROCEDURES (continued)

In the event a teacher whose overall evaluation has been "unsatisfactory" wishes an additional classroom observation from a person other than his/her immediate supervisor, the District will provide the teacher a list of three (3) non-bargaining unit persons from the appropriate level (K-6 or 7-12) from which the teacher may select.

- G. The District shall use Form LM-PER-303-G (Revised 01/2017) for the Certificated Evaluation (see Appendix C).
- H. Teachers shall have reasonable access to their personnel files and the right to have copies of materials therein at a cost not to exceed the actual cost to the District.

ARTICLE XI
PEER ASSISTANCE AND REVIEW PROGRAM

A. Purpose

1. The Peer Assistance and Review (PAR) program shall provide assistance to permanent teachers who receive an unsatisfactory evaluation in the areas of subject matter knowledge, teaching strategies, classroom management, and/or teaching methods and instruction.
2. The PAR program may provide assistance to permanent teachers who receive an improvement area rating in the areas of subject matter knowledge, teaching strategies, classroom management, and/or teaching methods and instruction, and who volunteer to participate in the PAR program.
3. The PAR program's assistance shall be provided through Consulting Teachers as described in Section F of this document. This assistance shall not involve the participation in nor the conducting of the annual evaluation of certificated unit members as set forth in Education Code section 44660, et seq., except for making available to the evaluator the results of Referred Participating Teachers participation in the PAR program.

B. Definitions

1. Participating Teacher

- A. A Referred Participating Teacher is a unit member with permanent status whose most recent performance evaluation contained an unsatisfactory rating in one or more of the following standards:

CSTP-1: Engages and Supports All Students in Learning;

CSTP-2: Creates and Maintains Effective Environments for Student Learning;

CSTP-3: Understands and Organizes Subject Matter for Student Learning;

CSTP-4: Plans Instruction and Designs Learning Experiences for All Students;

CSTP-5: Assess Student Learning

- B. A Voluntary Participating Teacher is a permanent teacher whose most recent performance evaluation contained an improvement area rating evaluation in the areas of subject matter knowledge, teaching strategies, classroom management, and/or teaching methods and instruction, and who volunteers to participate in the PAR program.

J. ARTICLE XI - PEER ASSISTANCE AND REVIEW PROGRAM (continued)

2. Consulting Teacher

A Consulting Teacher is selected by the PAR Committee to provide PAR program assistance to a Participating Teacher and meets the requirements set forth in Section F of this agreement.

3. PAR-Committee

The PAR Committee is the supervising body for the PAR program.

C. PAR Committee

1. The PAR Committee serves as the governing body for the program and determines program guidelines that are consistent with the terms of the Agreement between the Lucia Mar Unified School District and the Lucia Mar Unified Teachers Association.
2. The PAR Committee consists of four (4) members and one alternate chosen by the Association who shall compose the majority of the Committee, and three (3) members and an alternate who shall be school administrators selected by the District.
3. The PAR Committee shall meet at least quarterly at regularly scheduled meetings. Such meetings shall take place within the standard teacher workday unless requested otherwise by a majority of teacher panel members and require a majority of each side.
4. The Chairperson of the Committee shall be a member of the Bargaining Unit and elected by the Committee. The Vice-chairperson of the Committee shall be an Administrative employee of the District and elected by the Committee. The Chairperson and Vice-Chairperson of the Committee shall be elected at the first regularly scheduled meeting each school year. Minutes shall be kept of each meeting of the Committee.
5. The PAR Committee's primary responsibilities involve overseeing the
Consulting Teachers. In addition the Committee shall have specific responsibilities.
 - a. Provide annual training for the PAR Committee which shall include training about the program, responsibilities, and related legal issues.
 - b. Establish its own rules of procedure.

ARTICLE XI – PEER ASSISTANCE AND REVIEW PROGRAM (Continued)

- c. Consulting Teachers shall be selected by majority vote of the Committee from the pool of teachers who have completed formal BTSA training, including specialist teachers from outside the District, if necessary. The selection process may include classroom observation(s) of the candidates by at least one teacher and one administrative member of the Committee. Paid release time shall be provided the teacher Committee member if such observation is required.
 - d. Evaluate the impact of the PAR program annually in order to improve the program. This evaluation may include interviews or surveys of the program participants. The Committee may submit recommendations for improvement of the program to the Governing Board and to the Association.
 - e. Review the final report prepared by the Consulting Teachers and in regard to Referred Participating Teachers forward the report to the Assistant Superintendent, Human Resources.
6. Rules and procedures not covered in these guidelines will be developed by the PAR Committee and will be consistent with the provisions of this Agreement.
 7. PAR Committee members shall have the same protection from liability and access to appropriate legal defense as other public school employees.
 8. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. All documents and information relating to the participation in the PAR program will be regarded as personnel matters and subject to the personnel record exemption of the California Public Records Act. The annual evaluation of the PAR Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act. All the documents for the PAR program will be filed by the Human Resources office separately from the individual personnel records, except as set forth above.

D. Participating Teacher

1. Referred Participating Teacher
 - a. A Referred Participating Teacher is required to participate in the PAR program and is a unit member with permanent status whose most recent performance evaluation contained an unsatisfactory rating in one or more of the CSTP-1 through CSTP-5 standards.

ARTICLE XI – PEER ASSISTANCE AND REVIEW PROGRAM (Continued)

- b. The final report of a Referred Participating Teacher’s participation in the program shall be made available for placement in his or her personnel file.
 - c. The Referred Participating Teacher has the right to be represented throughout these procedures by the Association’s representative of his or her choice.
 - d. The Referred Participating Teacher shall continue with the PAR program until the PAR Committee determines the teacher no longer benefits from participating in the program, or the teacher receives a satisfactory evaluation, or the teacher is separated from the District. The District has the sole authority to determine whether the Participating Teacher has been able to demonstrate satisfactory improvement.
2. Voluntary Participating Teacher
- a. A Voluntary Participating Teacher volunteers to participate in the PAR program and is a permanent teacher whose most recent performance evaluation contained an improvement area rating in the areas of subject matter knowledge, teaching strategies, classroom management, and/or teaching methods and instruction.
 - b. The term in which a Voluntary Participating Teacher works with a Consulting Teacher shall be four to eight months.
 - c. A Voluntary Participating Teacher shall not be required to make any records of participation in the PAR program available for placement in his/her personnel file.
3. Support Process for Participating Teachers
- a. The evaluating Principal and Consulting Teacher are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Participating Teacher.
 - b. The Consulting Teacher’s assistance to the Participating Teacher shall focus on the specific areas recommended for improvement on the assistance plan written by the Participating Teacher’s evaluator subsequent to receiving an unsatisfactory or improvement area rating on his/her evaluation.
 - c. Recommendations shall be in writing, clearly stated, aligned with pupil learning, and consistent with the Education Code section 44662. Recommendations in the Improvement Plan shall be considered the performance goals for the Participating Teacher.

ARTICLE XI - PEER ASSISTANCE AND REVIEW PROGRAM (Continued)

- d. The principal and the Consulting Teacher assigned to the Participating Teacher shall meet and discuss the recommended area(s) of improvement outlined by the principal and the type of assistance that may be provided by the Consulting Teacher.
- e. The Consulting Teacher and the Participating Teacher shall meet to discuss the plan for assistance. After that meeting, the Consulting Teacher will provide the assistance set forth in the written assistance plan which shall also include multiple observations of a teacher during periods of classroom instruction.
- f. The Participating Teacher shall participate in sufficient staff development activities to assist in improving his or her teaching skills and knowledge.
- g. A monitoring component with a written record will be provided for each Participating Teacher.

E. Consulting Teacher

- 1. Consulting Teachers participating in the PAR program shall meet the following criteria.
 - a. The Consulting Teacher shall be a credentialed teacher with permanent status and substantial recent experience in classroom instruction who has spent the last five consecutive years in the Lucia Mar Unified School District, except for needed specialist teachers from outside the District who shall have at least five consecutive years of service in their area of specialization.
 - b. A Consulting Teacher shall have demonstrated exemplary teaching ability as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies and methods necessary to meet the needs of pupils in different contexts as determined by the PAR Panel.
 - c. The Consulting Teacher shall have completed such training activities as indicated by the PAR Committee prior to beginning service as a Consulting Teacher, such as formal BTSA training.
- 2. The Consulting Teacher shall assist a Participating Teacher as follows:
 - a. The Consulting Teacher's assistance and review shall focus on the specific areas recommended in the Improvement Plan written by the Participating Teacher's evaluator.

ARTICLE XI - PEER ASSISTANCE AND REVIEW PROGRAM (Continued)

- b. The Consulting Teacher and the Participating Teacher shall meet to discuss the plan for assistance. After that meeting, the Consulting Teacher will provide the assistance that shall include conducting multiple classroom observations of the Participating Teacher. The Consulting Teacher shall provide at least 4 hours of service per month.
- c. The Consulting Teacher shall complete and submit a written report of the teacher's participation in the program as directed by the PAR Committee.
 - (1.) The report shall include a description of the assistance provided to the Participating Teacher and a description of the results of the assistance in the targeted areas.
 - (2.) The report shall be submitted to the PAR Committee with a copy to the Participating Teacher, and for a Referred Participating Teacher, to the principal.
3. The Consulting Teachers who provide assistance and review shall have the same protection from liability and access to appropriate defense as other public school employees.
4. A Consulting Teacher shall receive a stipend of \$500 for 3 months of service, \$1000 for 6 months of service, and \$1500 for 9 months of service for each Referred and Voluntary Participating Teacher assigned to the Consulting Teacher.

ARTICLE XII
DISCIPLINARY POLICY

- A. This article shall provide discipline, other than dismissal, without the District utilizing Education Code procedures and shall apply only to incidents related to employment with the District which occur on duty or on the school premises as an employee of the district. In this policy, the term discipline shall be defined as written reprimand, temporary reassignment pursuant to this article, or a suspension without pay.
- B. No member shall be subject to discipline except for just cause, consistent with the nature of the offense. The phrase "consistent with the nature of the offense" is intended to incorporate the principles of progressive discipline recognizing, however, that the nature of the first offense may justify disciplinary action more severe than a written reprimand.
- C. Unit members shall, upon request, be entitled to Association representation at any meeting which is likely to result in disciplinary action against the unit member. Reasonable notice shall be given prior to such meeting in order to permit proper representation. However, unavailability of representation shall not unreasonably delay imposition of discipline.
- D. Only the Superintendent or designated cabinet member may initiate suspension without pay. In an emergency situation, subject to later appeal, the Superintendent may take immediate action which may include temporary reassignment or suspension without pay if justified by the nature of the offense. An emergency is a situation in which immediate action is reasonable.

No unit member shall be disciplined more than once for any single action or infraction.

- E. A disciplinary action shall include:
 - 1. A written statement of the cause, including specific acts or omissions upon which the action is based.
 - 2. A written statement of the specific disciplinary action taken or proposed.
 - 3. A statement advising the employee of his/her rights to be represented, right of rebuttal and procedure for filing an appeal to the Superintendent or Designee who, for the purpose of this Article, shall be the Assistant Superintendent, Human Resources, and subsequently to the Board. Suspensions without pay are subject to appeal directly to the Board.
 - 4. The proposed date(s) upon which suspension, if any, is to be imposed.

ARTICLE XII - DISCIPLINARY POLICY (continued)

5. The employee may attach a statement of rebuttal which shall be permanently attached to any written reprimand. In addition, the employee may appeal the reprimand by providing a copy of the reprimand and a rebuttal to the Superintendent or Designee within ten (10) days of the receipt of the reprimand.

F. Progressive Discipline

1. The following progressive discipline procedures will be applied except where the serious nature of the offense may require the District to directly impose a written reprimand, suspension without pay, or temporary reassignment pursuant to this Article.

2. Verbal Warning

The District should first issue a verbal warning before imposing further discipline. A verbal warning may result in a post-conference summary memorandum. A post-conference summary memorandum will not be placed in the unit member's personnel file.

3. Written Warning

Subject to the above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the past twenty-four (24) months. Written warnings will not be placed in the unit member's personnel file.

4. Written Reprimand

Subject to the above, written reprimands will not be used unless the unit member has received a written warning about similar actions within the past twenty-four (24) months. Written reprimands will be placed in the unit member's personnel file.

5. Suspension Without Pay

Subject to the above, suspension without pay will not be used unless the unit member has received a written reprimand about similar actions within the past twenty-four (24) months. No unit member will be suspended more than seven (7) working days during a school year. In all instances the length of a suspension without pay will relate to the severity of the action occasioning the suspension.

ARTICLE XII - DISCIPLINARY POLICY (continued)

G. Notice

1. Notice of suspension without pay will be made in writing and served in person or by certified mail upon the unit member by the Superintendent or Designee, and the District will concurrently notify the Association President. The notice of suspension will contain:
 - a. A statement of the cause(s) for which suspension is recommended;
 - b. Where applicable, the Education Code section, District policy, rule, regulation, or directive violated;
 - c. Length of suspension imposed and effective date;
 - d. A statement of the unit member's right to challenge the suspension by filing an appeal to the Board of Education.
2. Notice of Administrative Leave

In the event a unit member is placed on administrative leave, notice will be made in writing and served in person or by certified mail upon the unit member by the Superintendent or Designee, and the District will concurrently notify the Association President.

ARTICLE XIII
HEALTH AND WELFARE BENEFITS

- A. For the term of this Agreement, the Association shall select insurance programs in accordance with the deadlines of the District's health benefit provider:
- B. LMUTA and the District agree to participate in the Internal Revenue Code Section 125 Plan and agree to form a joint committee to annually select the carrier and programs by July 1. Notification of intent to change carriers or programs will occur by one week prior to last day of classes.

The District contribution for health and welfare benefits shall be \$10,000 annually. The contribution amount will be negotiated on an annual basis.

Unit members may select from at least three (3) and up to five (5) rate structure plans depending on the current rules of the District's health benefit plan provider. The LMUTA unit member will be responsible for the premium payment difference between the district contribution and the selected plan premium payment, for employees whose assigned workday is less than the normal workday, the District shall prorate its contribution for health and welfare benefits based upon the ratio of the employee's workday to the normal workday as we now do for health benefits.

For unit members employed as of May 9, 2000, if the premium selected is less than the district contribution, the difference is to be refunded to the applicable unit member in an equal amount in the regular monthly pay warrants. The District refund to each eligible unit member shall not be more than the maximum 1999-2000 annual amounts per plan: \$2033. A unit member employed as of the effective date of this Agreement may change insurance plans or level of dependent coverage and receive, or not receive, the refund for the particular plan selected within the window periods to make insurance changes during his/her employment. This refund program shall cease when the final eligible unit members terminate employment with the District.

Unit members employed after May 9, 2000, are not eligible to participate in the insurance refund plan.

- C. For the term of this Agreement, the District agrees to make available health, prescription, dental and vision insurance programs.

Dental plan shall be annual maximum of \$2000.

ARTICLE XIV, HEALTH AND WELFARE BENEFITS (Continued)

- D. The parties have agreed that the District and LMUTA will jointly agree on any change of insurance carrier and/or coverage no later than one week prior to last day of classes, of any fiscal year in which a change is proposed or the previous carrier will continue to provide coverage.
- E. A Benefits Summary/Options chart shall be provided to all eligible employees annually by July 15.

ARTICLE XIV
SALARIES

A. Compensation

1. The salary schedule adopted by the Governing Board for 2017-2018 shall be increased by 2% effective July 1, 2017. No increase to stipends.

Note: The addition of 3 steps to the salary schedule effective 2017-2018 as part of the 2016-2017 settlement is the equivalent of a .3% salary for 2017-2018.

Total Compensation = 2.30%

In addition, bargaining unit members shall receive a one time, off schedule \$350 bonus, prorated for less than a full-time FTE.

B. Upon written notification to the District by September 15, a unit member may elect to receive his/her annual salary in twelve (12) monthly payments.

C. A teacher who qualifies for both bilingual and combination class stipends shall receive both stipends.

D. The District shall establish an extra duty stipend committee of no more than seven employees of the district, at least 50% selected by LMUTA and the remainder selected by the District, to review and recommend restructuring of the "Certificated Salary Schedule/Extra Duty."

E. Effective the date of the agreement, the District may offer a one-time signing bonus of \$5,000 to certificated employees who currently have a regular credential qualifying them to serve as special education, math, or science teachers, or speech and language pathologists, or other hard to fill positions as determined by the District during any period of recruitment. The availability of such bonuses at any time may be communicated in the job announcement for these positions or may be added following initial interviews in the event that there is a small applicant pool. Certificated employees who qualify for such signing bonuses shall receive \$1,250 (25% of the bonus on the first payroll following reporting to work as a first year probationary employee), \$1,250 (25% of the bonus) on the first payroll following reporting to work as a second year probationary employee, and \$2,500 (50% of the bonus) on the first payroll following reporting to work in his/her third consecutive year of employment.

This provision will sunset on August 31, 2018 unless the parties agree to extend this provision.

ARTICLE XV
SPECIAL BENEFIT PROGRAMS FOR
RETIRED CERTIFICATED EMPLOYEES

- A. District insurance benefits shall be made available to retiring certificated employees who have reached their 55th birthday but not their 65th birthday. The District shall not be obligated to provide any insurance benefits to retirees who have not served at least ten (10) years in the District prior to the date of retirement. The amount of the District contribution will be proportional to the average of the greatest percentage of contracted FTE during any 10 of the 15 years immediately preceding the date of retirement, not to exceed 100% of the amount reflected in section B below. The average must be at least 50% in order to receive benefits under this early retirement provision. Fractional percentages shall be rounded up to the next decimal. (See Appendix D).
- B. The District shall pay not more than \$10,000 for insurance benefit programs.
- C. The District agrees to make available the same insurance programs available to active employees.
- D. Supplemental Early Retirement Program (moved from Article XIII)

An early retirement incentive plan may be offered during each year of the current contract if the district determines there is a net savings to the district based on participation in the program offered.

ARTICLE XVI
ASSOCIATION RIGHTS

- A. Unless LMUTA notifies the District otherwise by June 30, 2013, 20% release will be provided for the Association President for the subsequent school year. The Association will compensate the District an amount equivalent to 20% of the beginning teacher salary and statutory benefits for the release in two payments upon thirty day invoice by the District (January 15 and June 15.)
- Sixty (60) days of release time, or equivalent hours, shall be available for the Association President or designee, with notice to the immediate supervisor, for Association business. The Association shall pay the cost of substitute(s). The immediate supervisor's approval right is limited to the ability to provide class coverage, or unusual circumstances requiring the presence of the President or designee in the classroom.
- B. The Association shall have access to the district e-mail system for official Association business only, including an electronic mailbox in the system (lmuta@lmusd.org.)
- C. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards with one at each site in faculty work areas. All postings must contain the date of posting and designated authorization by the Association President. A copy shall be provided to the District Superintendent.
- D. The Association shall have the right to use District buildings, sites, and equipment during all reasonable hours for meetings and other Association activities.
- E. The Association shall have the right to use District educational technology equipment and/or studios so long as such use does not interfere with the District's regular instructional program or other scheduled events. In the event any cost accrues to the District under this provision the Association shall reimburse the District that cost.
- F. Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction, or other scheduled events. Upon arriving at a school site, an authorized Association representative shall sign in at the Principal's office.
- G. The Association will complete the appropriate user agreements for the use of District facilities.
- H. The Association rights set forth in paragraphs B - F above shall not be used to violate Article II, Miscellaneous, paragraph D, Concerted Activities in the Agreement.

ARTICLE XVII
TERM OF AGREEMENT

The term of the Agreement shall be through June 30, 2018.

RECOMMENDED FOR RATIFICATION

For the District:



Raynee Daley, Ed. D.
Superintendent

For the Exclusive Representative:



Donna Kandel, President
Lucia Mar Unified Teachers Association

By their signatures below, the Signatories certify that they are the authorized representatives of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the District or the Exclusive Representative to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law, and that this Agreement is hereby entered into without the need for further ratification and acceptance.

RATIFIED

LUCIA MAR UNIFIED SCHOOL
DISTRICT

LUCIA MAR UNIFIED TEACHERS
ASSOCIATION

BY 

Chad Robertson, President
Board of Education



Donna Kandel, President
Lucia Mar Unified Teachers Association

BY 
~~Don Stewart~~, Clerk
Board of Education

Dated: 3/20/18

Dated: _____

**LUCIA MAR UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES**

**CERTIFICATED SALARY SCHEDULE
2017-2018**

STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6
1	47,266	47,577	47,890	48,514	49,137	49,763
2	47,577	47,890	48,514	49,137	49,763	50,389
3	47,890	48,514	49,763	50,389	51,012	51,636
4	48,514	49,137	51,012	51,636	52,261	52,885
5	49,137	49,763	52,261	52,885	54,157	55,961
6	49,763	51,445	53,508	55,062	56,865	58,670
7	52,351	54,157	55,961	57,769	59,572	61,380
8	55,062	56,865	58,670	60,475	62,282	64,087
9	57,769	59,572	61,376	63,182	64,987	66,796
10		62,282	64,087	65,892	67,698	69,503
11			66,756	68,600	70,402	72,213
12				71,306	73,110	74,916
13					75,821	77,624
15					76,867	78,672
17					77,914	79,718
19					78,959	80,764
21					80,006	81,809
23					84,992	86,804
25					89,978	91,798

Class 1	BA degree
Class 2	BA + 15 approved semester units
Class 3	BA + 30 approved semester units
Class 4	BA + 45 approved semester units
Class 5	BA + 60 approved semester units
Class 6	BA + 75 approved semester units

Step 17	Must have completed 16 years of credited service
Step 21	Must have completed 20 years of credited service
Step 25	Must have completed 24 years of credited service

In addition to salary, the District pays the following for each employee:		
Health Benefits	up to - \$	10,000.00
Retirement		14.43%
Workers Compensation Insurance		2.45%
Unemployment Insurance		0.05%
Medicare (for those hired after 04/01/86)		1.45%
		Rev: 7/1/2017

Eff. 07/01/07

3.546 % increase (3% + 1 day)

Eff. 6/25/13

2% increase retroactive to 7/1/12

Eff. 3/24/13

4.3% increase retroactive to 7/1/13

Eff. 4/1/15

3% increase 4/1/15

Eff 7/1/2015

4% increase

Eff 10/1/2015

District Insurance Contribution Increase to \$10,000

Eff 7/1/2016

3.75% Increase

Eff 7/1/2017

Add Step 15, 19 & 23

Eff 7/1/2017 - 2%

**CERTIFICATED SALARY SCHEDULE
DAILY RATE
2017-2018**

STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6
1	256.88	258.57	260.27	263.66	267.05	270.45
2	258.57	260.27	263.66	267.05	270.45	273.85
3	260.27	263.66	270.45	273.85	277.24	280.63
4	263.66	267.05	277.24	280.63	284.03	287.42
5	267.05	270.45	284.03	287.42	294.33	304.14
6	270.45	279.59	290.80	299.25	309.05	318.86
7	284.52	294.33	304.14	313.96	323.76	333.59
8	299.25	309.05	318.86	328.67	338.49	348.30
9	313.96	323.76	333.57	343.38	353.19	363.02
10		338.49	348.30	358.11	367.93	377.73
11			362.80	372.83	382.62	392.46
12				387.53	397.34	407.15
13					412.07	421.87
15					417.76	427.57
17					423.45	433.25
19					429.13	438.93
21					434.82	444.61
23					461.91	471.76
25					489.01	498.90

184 days/year

**HOURLY RATE
2017-2018**

STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6
1	34.25	34.48	34.70	35.16	35.61	36.06
2	34.48	34.71	35.16	35.61	36.06	36.51
3	34.71	35.16	36.06	36.51	36.97	37.42
4	35.16	35.61	36.97	37.42	37.87	38.32
5	35.61	36.06	37.87	38.32	39.24	40.55
6	36.06	37.28	38.77	39.90	41.21	42.52
7	37.94	39.24	40.55	41.86	43.17	44.48
8	39.90	41.21	42.52	43.82	45.13	46.44
9	41.86	43.17	44.48	45.78	47.09	48.40
10		45.13	46.44	47.75	49.06	50.36
11			48.37	49.71	51.02	52.33
12				51.67	52.98	54.29
13					54.94	56.25
15					55.70	57.01
17					56.46	57.77
19					57.22	58.53
21					57.98	59.28
23					61.59	62.90
25					65.20	66.52

7.5 hours/day

Effective 7/1/07 3% increase

Revised 7/18/07

Revised 6/25/13 2% increase retroactive to 7/1/12

Effective 3/4/2014 4.3% increase retroactive to 7/1/13

Effective 4/1/2015 - 3% increase

Effective 7/1/2015 - 4% Increase

Effective 7/1/2016 - 3.75% increase

Eff 7/1/2017 - Add Step 15, 19, 23

Eff 7/1/2017 - 2%

CERTIFICATED EXTRA DUTY SCHEDULE 2017-2018

A. High School Academic Schedule

2016-2017

1	5,000	year	Band, Choral, Drama & Forensics & FFA Lead Advisor
2	3,000	year	Newspaper, Yearbook (enrollment 1,000 or more) & Pep Squad Head
3	2,050	year	Newspaper, Yearbook (enrollment under 1,000)
4	2,250	year	Assistant Directors/Assistant Coaches/Pep Squad Assistant
5	2,500	year	Department Chairperson (31 - 50)
6	2,300	year	Department Chairperson (6 - 30)
7	2,050	year	Department Chairperson (over 50 sections, plus one period) & FFA Advisor
8	2,100	year	Mock Trial & Link Crew & AVID Site Coordinator
9	6,000	year	High School Activities Director
10	4,000	year	Competitive Robotics

B. High School Athletic Schedule

1	5,150	season	Varsity Football, Varsity Track - Head Coach
2	3,950	season	Varsity Football Assistant Coaches
3	4,550	season	All other Varsity Head Coaches
4	3,400	season	All other assistant Coaches
5	750	year	High school coaches who coach ten (10) or more years in the district
6	300	per year	High school coaches who coach multiple sports
7	6,000	year	High School Athletic Director
8	3,000	year	High School Assistant Athletic Director

C. Extended Season

High school academic or athletic coaches whose teams qualify for C.I.F. playoffs, or whose teams progress to state and/or national finals will be compensated at the rate of 1/15 of their seasonal pay for each week of extended season for a maximum of 7 weeks.

D. Extra Duty / Elementary & Middle School Assignments

1	3,250	year	Resource Teacher, BTSA Provider
2	2,250	year	Middle School Band Director
3	2,050	season	Middle School after school sports coach
4	2,050	year	M.S. Pep, Newspaper, Yearbook, Activ. Dir., Ath. Dir, Dept Chair, Competitive Robotics
5	1,050	year	Middle School Mock Trial
6	500	year	Middle School coaches who coach ten (10) or more years in the district
7	200	added season	Middle School coaches who coach multiple sports
8	2,050	year	Grade-Level Strands for Non-TAP

E. Event/Nightly/Year

1	33.96	event	Secondary After-School Events
2	88.36	night	Elementary Overnights
3	500.00	year	BLCAD Certified Stipend
4	1,500.00	year	Combination Class Stipend

F. Extra Duty Hourly

	<u>Hourly</u>		
1	44.42	hour	Teaching Teachers per hour of instruction
2	34.25	hour	Teaching Students (summer school, tutoring, disitric approved class, etc.) ** Extra Duty Hourly pay for teaching student shall be tied to Class 1, Step 1 eff. 7/1/2017
3	27.75	Year	Inservice Training (with no salary credit)
4	18.50	Year	Inservice Training (with salary credit)

EFFECTIVE 7/1/2014

Updated 10/1/2014 - JB

No change to Extra Duty Schedule 2016-2017 SY

Eff 7/1/2017 - Updated per 2/10/2017 TA

Eff 7/1/2017 - Updated per TA 12/7/2017

CERTIFICATED SALARY SCHEDULE

SERVICE CREDIT: Beginning with new hires for 2018-2019 school year, teachers new to the district may be credited with one step for each year of the full time successful public school experience to a maximum of eleven (11) years of such experience. A “full year of experience” is defined as 75% or more working days of full time successful service as a teacher during any one school year from a single employer. Teachers hired between July 1, 2014 and June 30, 2017 shall also be provided with up to 10 years of service credit effective July 1, 2017. No retroactive compensation shall be provided to teachers as a result of this change.

Steps 15, 19. And 23 shall be added to the Certificated Salary Schedule. Step 15 shall be paid at the average between Steps 13 and 17. Step 19 shall be paid at the average between Steps 17 and 21. Steps 23 shall be paid at the average between Steps 21 and 25. This adjustment shall be made effective July 1, 2017.

Professional Growth for Classification Change

Certificated employees are encouraged to participate in a continuous program of professional growth. Salary incentives are provided to the certificated employees for educational experiences which are designed to improve teaching skills or lead to a potential future assignment in the District. The following criteria has been established as a guideline for the acceptance of courses.

ADVANCEMENT ON THE SCHEDULE:

1. Courses submitted for advancement on the salary schedule must be completed before the beginning of the school year. A copy of course syllabus and evidence of the final grade or completion must be submitted to the Human Resources Department by September 1 of the school year in which they are to become effective. Official records substantiating professional preparation and experience must be submitted to the Human Resources Department by October 10 of the school year in which they are to become effective. Any extensions must be approved in writing by the District.
2. Notice of intent to qualify for a higher class must be filed with the Assistant Superintendent, Personnel prior to July 1. Courses submitted for this purpose must be substantially supportive of the teacher’s current assignment or potential future assignment in the district and submitted in advance to the Assistant Superintendent, Personnel through site principal or the employee’s immediate supervisor on forms provided for this purpose. If the courses requested are not approved at either level, the request will be submitted to a district Salary Credit Committee, consisting of two administrators selected by the Superintendent and two teachers selected by LMUTA if requested by the teacher. If the Salary Credit Committee fails to agree on a decision, the matter will be referred to the Superintendent for final decision.
3. Courses approved for salary advancement shall be upper division or graduate level from an accredited institution. Salary schedule credit shall be granted for the quarter

or semester units as set by the accredited institution.

4. Lower division courses may be approved when it can be clearly demonstrated that a lower division course will materially contribute to the teacher's individual instructional needs and the needs of the District.
5. The District may provide salary credit on the basis of one semester unit for fifteen hours of instruction for district designed or approved workshops or training programs conducted outside the teacher workday. Workshops of less than fifteen hours shall be combined for credit.
6. Courses involving travel will be individually reviewed to determine whether the course provides an instructor, and a course of study. No more than one semester unit of independent travel granted by a college or university will be approved during a school year.
7. Except for pass-fail courses, teacher shall not be eligible for salary credit unless they have earned a grade of "C" or higher.
8. Normally, courses may not be repeated for credit. Courses with the same basic content will not be approved, unless the teacher has received prior approval from the Assistant Superintendent, Human Resources.
9. Nothing in this Article precludes the District from granting salary credit units at its discretion for in-service activities sponsored, conducted or approved by the District.

APPENDIX B DEFINITIONS

ASSOCIATION The Lucia Mar Unified Teachers Association, its members, officers, or any agent acting in its behalf. The Association's address of record shall be that of the LMUTA President, unless otherwise notified by the Association.

COMPLAINT A claim by an employee regarding misapplication of Board of Education policy, or any concern regarding an action or decision by an administrator(s) personally and adversely affecting the employee.

CONSULTING TEACHER A teacher selected by the PAR Panel to provide PAR program assistance to a Participating Teacher and meets the requirements set forth in Section F of this Agreement.

DAY Any day on which a majority of members of the bargaining unit are required to perform assigned duties.

DISTRICT The Lucia Mar Unified School District Board of Education, its members, administrative staff, or any agent acting on their behalf. The District's address of record, 602 Orchard Street, Arroyo Grande, CA 93420.

EMPLOYEE Any member of the bargaining unit as described in Article I.

GRIEVANCE A claim by an employee that there has been a violation, misinterpretation, or misapplication of one or more provisions of this Agreement, thus personally and adversely affecting the employee.

PAR PANEL The supervising body for the PAR Program.

QUALIFIED BARGAINING UNIT MEMBERS (Voluntary Transfers only): Teachers who are eligible for permanent status on the first day the employee would be in the new position, have satisfactory current evaluations, and possess appropriate credential for potential assignments, qualify to apply for voluntary transfers.

REFERRED PARTICIPATING TEACHER A unit member with permanent status whose most recent performance evaluation contained an unsatisfactory evaluation in the areas of subject matter knowledge, teaching strategies, classroom management, and/or teaching methods and instruction.

TRANSFER A permanent change in the school site of the teacher.

VOLUNTARY PARTICIPATING TEACHER A permanent teacher whose most recent performance evaluation contained an improvement area rating evaluation in the areas of subject matter knowledge, teaching strategies, classroom management, and/or teaching methods and instruction, and who volunteers to participate in the PAR program.

LUCIA MAR UNIFIED SCHOOL DISTRICT

Certificated Evaluation Form

Employee's name: _____

Employee's assignment: _____

Evaluator's name: _____

Evaluator's assignment: _____

School Year: _____

School Site: _____

Each of the seven areas must be rated using the standards listed below. The descriptions below the criteria are to be used as guidelines. Any improvement area or unsatisfactory rating requires written documentation and a plan for improvement.

STANDARDS FOR EVALUATION

- C = Consistently demonstrates competence
- I = Improvement area
- U = Unsatisfactory

CRITERIA FOR EVALUATION

I. Engages and Supports All Students in Learning

- Uses knowledge of students to engage them in learning.
- Connects learning to students' prior knowledge, backgrounds, life experiences, and interests.
- Connects subject matter to meaningful, real-life contexts.
- Uses a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.
- Promotes critical thinking through inquiry, problem solving, and reflection.
- Monitors student learning and adjusts instruction while teaching.

II. Creates and Maintains Effective Environments for Student Learning

- Promotes social development and responsibility within a caring community where each student is treated fairly and respectfully.
- Creates physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.
- Establishes and maintains learning environments that are physically, intellectually, and emotionally safe.
- Creates a rigorous learning environment with high expectations and appropriate support for all students.
- Develops, communicates, and maintains high standards for individual and group behavior.
- Employs classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.
- Uses instructional time to optimize learning.

III. Understands and Organizes Subject Matter for Student Learning

- Demonstrates knowledge of subject matter, academic content standards, and curriculum frameworks.
- Applies knowledge of student development and proficiencies to ensure student understanding of subject matter.
- Organizes curriculum to facilitate student understanding of the subject matter.
- Utilizes instructional strategies that are appropriate to the subject matter.
- Uses and adapts resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.

IV. Plans Instruction and Designs Learning Experiences for All

- Uses knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.
- Establishes and articulates goals for student learning.
- Develops and sequences long-term and short-term instructional plans to support student learning.

- Plans instruction that incorporates appropriate strategies to meet the learning needs of all students.
- Adapts instructional plans and curricular materials to meet the learning needs of all students.

V. Assesses Student Learning



- Applies knowledge of the purposes, characteristics, and uses of different types of assessments.
- Collects and analyzes assessment data from a variety of sources to inform instruction.
- Reviews data, both individually and with colleagues, to monitor student learning, establish learning goals and to plan, differentiate, and modify instruction.
- Involves all students in self-assessment, goal setting, and monitoring progress.
- Uses available technologies to assist in assessment, analysis, and communication of student learning.
- Uses assessment information to share timely and comprehensible feedback with students and their families.

VI. Develops as a Professional Educator



- Reflecting on teaching practice in support of student learning.
- Establishing professional goals and engaging in continuous and purposeful professional growth and development.
- Collaborating with colleagues and the broader professional community to support teacher and student learning.
- Working with families and local communities to support student learning.
- Managing professional responsibilities to maintain motivation and commitment to all students.
- Demonstrating professional responsibility, integrity, and ethical conduct.

VII. Overall Evaluation



Comments - (Identify & specifically address two focus areas, one chosen by evaluator, one by employee):

Commendations:

EMPLOYEE'S ACKNOWLEDGMENT: This evaluation will be placed in your personnel file in ten (10) days. You have ten (10) work days from receipt of this document to make any signed, written comments you wish, which will be attached to the evaluation and placed in your personnel file. If you wish to add written comments at a later date you may do so.

Evaluatee's Signature

Date

Evaluator's Signature

Date

APPENDIX D
EXAMPLE OF CALCULATION OF BENEFIT CONTRIBUTIONS PURSUANT TO
ARTICLE XV, PARAGRAPH A:

- If an employee has worked 8 years at 1.0 FTE, one year at 1.2 FTE, and 6 years at 0.6 FTE during the past 15 years, the employee will have averaged 0.98 FTE when calculating the average of the greatest FTE for 10 years. 0.98 FTE, as a fractional percentage is rounded up to the next decimal and the employee will receive 100% District contribution as set forth in section B of the Article.