

AGREEMENT

BETWEEN THE

LINCOLN UNIFIED TEACHERS ASSOCIATION

CALIFORNIA TEACHERS ASSOCIATION

NATIONAL EDUCATION ASSOCIATION

AND THE

LINCOLN UNIFIED SCHOOL DISTRICT

2005 - 2008: YEAR 2

LINCOLN UNIFIED SCHOOL DISTRICT

2010 WEST SWAIN ROAD

STOCKTON, CA 95207-4055

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AGREEMENT

The Articles and provisions contained herein constitute a bilateral and binding agreement referred to as the "Agreement" by and between the Lincoln Unified School District, hereinafter referred to as the "District" and the Lincoln Unified Teachers Association, CTA/NEA (California Teachers Association/National Education Association) hereinafter referred to as the "Association." This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 through 3549 of the Government Code.

ARTICLE I RECOGNITION

- A. The District recognizes the Association as exclusive representative for all certificated employees.
- B. "Certificated employees" consists of employees as stated in the listing of positions set forth below:
- All K-12 teachers including:
 - Adaptive P.E. Specialists
 - Behavior Specialist
 - Bilingual/Language Development Specialist
 - Counselors
 - CLAD/BCLAD/SDAIE Teachers
 - Home and Hospital Teachers
 - Librarians
 - Music Teachers
 - Part-time Teachers
 - Psychologists
 - R.O.P. Teachers
 - Resource Specialists
 - School Nurses
 - Special Day Class Teachers, including preschool
 - Special Program Teachers
 - Special Project Resource Teachers
 - Specially Funded Program Teachers
 - Speech and Language Therapists
 - Teacher Interns
 - Teachers on Waivers
 - Temporary Teachers
- C. "Certificated" employees does not include district employees in the following classifications:
- Management
 - Supervisory
 - Confidential
 - Substitute Teachers
 - Preschool/Day Care Instructors
 - Athletic coaches who are not certificated employees
 - Summer School Employees except as provided under sick leave.

NON-DISCRIMINATION

The District and LUTA shall not illegally discriminate against any unit member on the basis of race, color, age, sex, sexual orientation, gender, religion, ancestry, ethnic group identification, national origin, political affiliation, domicile, marital status, physical or mental disability, membership in an employee organization, or participation in the activities of an employee organization. Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations. Non-discrimination shall not be construed as exempting any employee from performing all duties and responsibilities of the position to which he/she is assigned.

ARTICLE III SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. It is further agreed that negotiations shall commence regarding matters related to such provisions as soon as possible.

ARTICLE IV WAGES

- A. Effective July 1, 2007, the 2006-2007 base salary schedule shall be increased by the fully funded 2007 district C.O.L.A. minus 0.5%. Additionally, all teachers in paid status on the date of board ratification of this agreement, shall receive a one-time bonus on their earned base salary for the time period of August 14, 2006, through June 8, 2007. This bonus shall be 1.5% if the District's average daily attendance loss at the 2007 P-2 is 90 students or less as compared to the 2006 P-2. This bonus shall be 1.25% if the District's average daily attendance loss at the 2007 P-2 is greater than 90 students and less than 95 students as compared to the 2006 P-2. This bonus shall be 1.0% if the District's average daily attendance loss at the 2007 P-2 is 95 students or more as compared to the 2006 P-2.

The new base salary schedule shall be attached as Appendix A. All current employees in paid status on date of District ratification shall be paid this increase. The extra duty pay schedule shall be attached as Appendix B. The extra duty pay schedule shall reflect all extra duty positions paid by the District.

- B. At the beginning of the school year or 30 days prior to beginning of science camp, 6th grade teachers whose classes are scheduled to attend science camp will indicate whether they will accompany their class. It will be the District's responsibility to provide a replacement for science camp and reassign the regular 6th grade teacher during the

duration of science camp.

1. Teachers shall receive one day of paid leave for a Board-recognized school holiday that may fall during the attendance of science camp.
2. Teachers who actively participate with their students for a full week of science camp will be paid a stipend equivalent to one day of pay at the long-term substitute rate.

C. The following conditions regarding the salary schedule shall apply:

1. All bargaining unit members whose "Overall Rating" is marked "Satisfactory" shall receive credit for that year of service for purposes of salary schedule movement. All bargaining unit members whose "Overall Rating" is marked "Unsatisfactory" for the second consecutive year shall not receive credit for that year of service for purposes of salary schedule movement.
2. Bargaining unit members having the Ed.D. or Ph.D. shall receive an additional \$1,200 above their normal placement in the schedule. Those with an M.A. shall receive an additional \$1000 above their normal placement in the schedule. Those who have both degrees shall receive both stipends. These stipends shall be prorated for part-time bargaining unit members.
3. Psychologists and Behavioral Specialists shall have their salary placement multiplied by a factor of 1.15. Nurses shall have their salary placement multiplied by a factor of 1.10. Teachers who teach six periods on a regular basis at Lincoln High School or seven periods at Sierra Middle School shall have their salary placement multiplied by a factor of 1.20. Teachers who teach seven classes in the 7/8 program at a K-8 school where there is no preparation period shall have their salary placement multiplied by a factor of 1.20. Special Education Teachers shall receive an additional \$1,000 above their normal position on the salary schedule.
4. Federal and State regulations require districts to provide English Language Learners with equal opportunity for academic achievement. Teachers hired after January 1, 1999, shall hold a CLAD, BCLAD, or LDS certificate by the latter of the two (2) following dates: 1) March 1 of their second probationary year, 2) by the time the teacher has obtained a clear credential. All other teachers must hold a LDS, CLAD, or BCLAD permit, certificate, or credential, or must receive an SB 1969/395 certificate by September 1, 2003. Many teachers will need a CLAD credential or SB 1969/395 certificate prior to the deadlines listed above in order to satisfy the requirements of their teaching assignment.

5. Effective July 1, 2007, bargaining unit members employed with outside experience will be given year-for-year credit up to eleven years. Bargaining unit members employed with eleven or more years of outside teaching experience will be placed on Step 12 of the Certificated Salary Schedule. This experience must have been obtained within fifteen (15) years immediately preceding employment by Lincoln Unified School District. Experience for service outside the district shall count towards longevity pay. This change will not apply to employees whose first year of service was prior to 2006-2007 school year, notwithstanding employees who would benefit by resigning and immediately returning to the district.
6. Effective July 1, 1998, full-time employees must work a minimum of 135 instructional days in order to receive service credit for salary placement purposes. Part-time employees must work a minimum of 75% of the instructional days of their contract year in order to receive service credit for salary placement purposes. As clarification, full-time employees who work, 134 3/4 days (one hundred thirty-four and three-fourths days) will not receive service credit for salary placement purposes. Service credit for part-time employees will be calculated in the same manner. Days of paid sick leave (not including differential pay) shall be counted as work days for salary placement purposes.
7. Bargaining unit members will be given credit for approved semester units completed and submitted by September 1. No course shall be taken for salary credit if the district has paid the employee to attend, paid the tuition cost, or paid the cost to transcript the course. However, the District may advertise that salary credit may be granted to employees who take specific courses during a specific time period.
8. All graduate units for salary advancement must be pre-approved by the evaluator and the Associate Superintendent of Human Resources. The Associate Superintendent of Human Resources shall evaluate and may reject graduate units of a teacher applicant if the units are not closely related to the teaching profession or progress towards a graduate-level degree. Effective September 1, 2001, no units of salary column advancement may be independent study courses unless approved by the Associate Superintendent of Human Resources.
9. An employee while on contract who completes one full semester or one-half of the required days stated in Article VI shall be paid one-half of his/her annual salary.
10. Department Chairs at Lincoln High School shall receive a \$2,857 stipend. Department Coordinators at Lincoln High School shall receive a \$1,770 stipend. Program Lead Teachers shall receive a \$4,610 stipend or the prorated amount.

11. Effective on the date of board ratification of this agreement, the hourly pay rate shall be \$35.00 for instructional work, and \$12.00 for athletic department work. Teachers shall not receive hourly pay for preparation time for their own hourly work.
 12. The procedure for salary placement and advancement is attached as Appendix I.
- D. Bargaining unit members will have the option of either twelve (12) or ten (10) monthly pay periods yearly.
- E. Initial salary placement will be determined in the following manner.
1. Effective July 1, 2007, bargaining unit members employed with outside experience will be given year-for-year credit up to eleven years. A teacher employed with eleven or more years of outside teaching experience will be placed on STEP 12 of the Teachers' Salary Schedule. This experience must have been obtained within thirteen (15) years immediately preceding employment by Lincoln Unified School District.
 2. Bargaining unit members initially employed with 75% or more of a year of service credit are given credit for a full year of service. Bargaining unit members initially employed with less than 75% of a year of service credit are not given credit for that year of service. This initial placement, and not the percent thereof, will serve as the base number for any future service credit.
 3. Substitute service does not count toward years of service credit.
 4. Employees who return to the District within 39 months from their date of resignation are placed on the salary schedule at the point reached when the resignation occurred. If the employee gained outside teaching experience within the 39 months, their prior district experience shall be combined with the experience obtained outside the District.

Employees who return to the District outside of the 39-month window are placed on the salary schedule with the same consideration as a new employee to the District.
 5. Prior to August 1, 1997, any employee who was offered an initial salary placement inconsistent with the Contract and for which written documentation exists to verify that an actual offer was made, not an error, will be y-rated (the salary in effect at the time of notification will be maintained until the correct salary schedule placement meets or exceeds that level).
- F. Salary advancement will be determined in the following manner:

1. Effective July 1, 1998, full-time employees must work a minimum of 135 instructional days in order to receive service credit for salary placement purposes. Part-time employees must work a minimum of 75% of the instructional days of their contract year in order to receive service credit for salary placement purposes. As clarification, full-time employees who work, 134 3/4 days (one hundred thirty-four and three-fourths days) will not receive service credit for salary placement purposes. Service credit for part-time employees will be calculated in the same manner. Days of paid sick leave (not including differential pay) shall be counted as work days for salary placement purposes.
2. Service credit for part-time employees accumulates by adding the percentage of contract worked, i.e. an employee who works a 75% contract for three years will accumulate 2.25 years of service credit. When part time service reaches 75% or more, the employee is advanced to the next highest step on the salary schedule. Part-time experience will continue to accumulate based on the actual percent of service credit. This provision excludes reduced work load employees under Article XXI, Section 3 B.
3. Effective August 1, 1995, days of paid sick leave (not including differential pay) will be counted as days of work. Employees whose salary placement will be affected by this change will be compensated for the differences beginning with the 1996-97 school year. Therefore, a change experienced during the 1995-96 school year will not be reimbursed.
4. Effective August 1, 1980, an employee whose contract changes during the year will only be given service credit for the greater contract if they work at least one full semester or more than 50% of the year at the greater contract percentage. Employees whose salary placement will be affected by this change will be compensated for the difference beginning with the 2000-2001 school year. Therefore, a salary placement change prior to the 2000-2001 school year will not be reimbursed or compensated.
5. Employees will be placed in accordance with their years of service credit and semester units beyond a bachelor's degree. However, an employee may only be placed on a longevity step after serving one full year at Step F-13.

Effective July 1, 2001, employees will be placed in accordance with their years of service credit and semester units beyond a bachelor's degree. An employee who has acquired sufficient years of service and semester units to be placed beyond Step F-13 will be placed at the appropriate step without having to serve one year at Step F-13.
6. The type of credentials or credential waiver held by the employee will

not adversely affect salary advancement. (This includes, but is not limited to, intern, emergency, clear professional and preliminary credentials.)

ARTICLE V
HEALTH AND WELFARE

- A. The District shall furnish the following health and welfare benefits for the term of the Contract Agreement and will pay the premiums for full-time employees in accordance with the Agreement.
1. Effective September 30, 2006, the District will provide all bargaining unit members with up to \$717 per month of aggregate health and welfare insurance coverage through Central Valley Trust (CVT). Part-time bargaining unit members or bargaining unit members on unpaid leave may select life insurance only. Any cost over the \$717 shall be collected as a payroll deduction. If the cost is below \$717 per month, this savings will be retained by the District. The \$717 per month cap shall be prorated for part-time employees. The aggregate coverage shall include the following:
 - a. Bargaining unit members will have the option of CVT Blue Cross Plan 8/RxC (80%), Blue Cross Plan 6/RxA (80%), Blue Cross Plan 4/RxA (90%), Blue Cross Plan 1/RxA (100%), Kaiser North Plan 1 (traditional), Kaiser North Plan 7, CVT PacificCare Plan 1, or High Deductible Health Plan 1 (HDHP).
 - b. Bargaining unit members will receive prescription coverage through CVT.
 - c. The District will maintain the present level of benefits for dental and vision plan coverage for eligible employees through CVT.
 - d. The District will provide \$60,000 life insurance policy through CVT for full-time employees.
 - e. The District will provide Employee Assistance Program (EAP) coverage through CVT.
- B. Benefits shall continue for twelve (12) months (October 1st through September 30th) for a full academic year of service. Payment of premiums for eligible part-time employees shall be prorated to the percent of time served during the academic year.
- C. Should an employee go on authorized paid leave, the employee's benefits shall continue to be provided by the District. Should the employee go on authorized unpaid leave, the employee shall be permitted to pay the required premium for any program, provided that

this provision does not violate the terms of the insurance contract. During FMLA and CFRA leaves, the District will continue to make its regular contributions toward health coverage, and the employee will be on regular paid status while using their accrued leave time.

- D. An employee retiring from the District may continue the health-medical plan if the insurance contract permits until he/she reaches the age of 65 if such program continues to be available. The employee shall arrange to pay the required premium.
- E. The District shall provide the Association with a copy of the master contract that covers each benefit program covered by "A" above.
- F. The District agrees to pay benefits to CVT, if the insurance contract permits, at the same level of coverage as current employees for those bargaining unit members who retire from STRS prior to the age of sixty-five (65) under the following conditions:
 - 1. Employees eligible for STRS disability retirement who are younger than 55 are not eligible for this provision.
 - 2.
 - a. If hired prior to July 1, 2007, the employee has been a full-time employee of the District for a period of not less than ten (10) years and the employee has served with the district continuously. If the employee is on the 39-month re-employment list and returns to service, the employee shall be considered to have continuous service. For the purposes of this article, Board-approved leaves shall not constitute a break in service.
 - b. If hired on or after July 1, 2007, the employee has been a full-time employee of the District for a period of not less than fifteen (15) years and the employee has served with the district continuously. If the employee is on the 39-month re-employment list and returns to service, the employee shall be considered to have continuous service. For the purposes of this article, Board-approved leaves shall not constitute a break in service.
 - 3. The employee must have reached the age of fifty-five (55).
 - 4. Payment of benefits will terminate on the employee's sixty-fifth (65) birthday.
 - 5. Benefits under this Section shall be for the exact coverage provided active employees except for Life Insurance.
 - 6. Retirees shall be responsible for paying their share of any required insurance premium in a timely manner. Failure by a retiree to make timely premium payments may result in cancellation of medical benefits.

7. Retirees will be placed on a three tiered program offered by CVT effective October 1, 2006.
- G. The District agrees to pay benefits to CVT, if the insurance contract permits, for part-time employees on a prorated basis for employees who retire from STRS prior to age sixty-five (65) under the following conditions:
1. The coverage shall be effective September 1, 2000, and shall not be retroactive to include former part-time employees who are presently retired or inactive.
 2. Part-time employees eligible for STRS disability retirement who are younger than 55 are not eligible for this provision.
 3.
 - a. If hired prior to July 1, 2007, the part-time employee has served with the District continuously for a period of time sufficient to accumulate not less than the equivalent of ten (10) years of service credit with the district immediately prior to retirement. If the part-time employee is on the 39-month re-employment list and returns to service, the employee shall be considered to have continuous service. For the purposes of this article, Board-approved leaves shall not constitute a break in service.
 - b. If hired on or after July 1, 2007, the part-time employee has served with the District continuously for a period of time sufficient to accumulate not less than the equivalent of fifteen (15) years of service credit with the district immediately prior to retirement. If the part-time employee is on the 39-month re-employment list and returns to service, the employee shall be considered to have continuous service. For the purposes of this article, Board-approved leaves shall not constitute a break in service.
 4. The part-time employee must have reached the age of fifty-five (55).
 5. Payment of benefits will terminate on the part-time employee's sixty-fifth (65) birthday.
 6. Benefits under this section shall be for the exact coverage provided active employees except for life insurance, and the three tiered plan provided by CVT for retirees.
 7. The portion of the premium payment paid by the District during retirement will be established by the average of the years of service credit earned by a part-time employee in the District who has accumulated the equivalent of ten (10) years service credit or fifteen (15) years of service credit, depending on the date of hire. As an example, for an employee hired prior to July 1, 2007, the District will pay 55% and the retiree will pay 45% of the required

insurance premium for the retiree who continuously worked with the District until retirement age for ten years as a 50% employee, six years as a 40% employee, and four years as a 90% employee.

8. Retirees shall be responsible for paying their share of any required insurance premium in a timely manner. Failure by a retiree to make timely premium payments may result in cancellation of medical benefits.
- H. The District will provide the opportunity for bargaining unit members to participate in the American Fidelity Assurance Company's 125 Flexible Benefit Plan and Health Savings Account. Should American Fidelity Assurance Company begin charging a fee to the District for this plan, this plan may be terminated by the District at the end of any plan year.
- I. During the month of their 65th birthday, retirees may decline health benefits provided for in sections F and G above, by signing a "Retiree Health Benefits Declination Form" (See Appendix L)
- J. Retirees may decline health benefits in accordance with the memorandum of understanding executed during 2005/2006 negotiations.
- K. Any employee or retiree who has an individual enrolled as a dependent on their health and welfare insurance coverage who is not a dependent in accordance with the CVT criteria shall be responsible for paying the full cost of any health and welfare benefit the enrolled individual received.

ARTICLE VI HOURS

- A. The required days of service shall be 183 days for returning employees and 186 days for employees who are new to the district. The number of instructional days shall normally be 180.
- B. There will normally be three (3) optional professional development days that are funded by the state. Employees who attend these professional development days will receive a stipend that is based on their per diem rate. If at any time the state fails to fully fund these professional development days, the rate of compensation will be adjusted to reflect

the funding level provided by the state.

- C. Teachers hired after the first day of the contract year will have the option of beginning work with students on their date of hire or of taking up to two (2) days to prepare at their school site before working with students.
- D. The District may add instructional days for emergencies. The decision to declare an emergency and to add instructional day(s) shall be at the sole discretion of the District.
- E. At District discretion, high school counselors, library media teachers, and school nurses will be paid for up to five (5) additional days at their daily rate each year; psychologists and behavior specialists for up to six (6) days per year.
- F. If an employee believes an alternative work calendar might better meet the needs of students and the instructional program, the employee may suggest an alternative calendar based on the same number of work days or weekly hours (see Section G below). The District and LUTA must mutually approve the modified calendar. Calendars must be submitted to the District by May 1st for the ensuing school year.
- G. No employee of the bargaining unit shall be assigned to more than twenty-five and six-tenths (25.6) hours of scheduled class time weekly. Alternative Education teachers may be assigned up to 32.5 hours per week of scheduled class time and will be compensated for any time above 25.6 hours per week with a stipend based on their hourly per diem rate. Scheduled class time includes scheduled class instruction, scheduled directed study, and scheduled individual study. Traditional duties and rotating duties shall not be considered class time. No employee shall be required to serve at the duty site for more than eight and one-half (8.5) consecutive hours. No unit member shall be required to meet a scheduled class before 7:10 a.m. An attempt will be made to recruit volunteers for classes beginning at 7:10 a.m. or earlier.
- H. All employees shall be at the school site for a period of time sufficient to carry out all professional duties and responsibilities of their assignments. Duties and responsibilities shall include traditional and rotating duties. Rotating duties shall be assigned in an equitable manner so that all employees assume a fair share of such duties.
 - 1. At the high school level, rotating duties shall not exceed an average of two (2.0) hours per week for employees. The site administration, in consultation with a committee of teacher representatives elected by teachers from each department, will annually review and develop a list of essential rotating duties. All certificated staff shall select one (1) rotating duty for the year from this essential-duties list. If a teacher fails to select a duty from the essential-duties list, administration will assign one. First-year teachers will usually be assigned less than an average of 2.0 hours per week of rotating

duty.

2. At all other school sites, rotating duties shall not exceed an average of two (2.0) hours per week for employees. First-year teachers will usually be assigned less than an average 2.0 hours per week of rotating duty.
 3. Participation on District curriculum committees is voluntary.
- I. Regardless of the time element, an employee is expected to prepare for instruction, evaluate students' work, and carry out or participate in traditional duties and responsibilities expected of certificated employees.
1. Traditional duties may include but shall not be limited to:
 - a. Parent and student conferences, including on-going availability to parents and students.
 - b. Record keeping
 - c. Student field trips
 - d. Orientation and in-service workshops, not including optional buy-back days
 - e. Faculty meetings
 - f. Back-to-School nights, Open-House meetings
 - g. Teacher representation at 7th grade parent nights
 - h. Teacher representation by every department at the annual high school curriculum faire
 - i. Faculty meetings shall be limited to a maximum of one and one-half (1.5) hours each.
- K. The site administrator may authorize an employee to arrive at the duty site late or leave the duty site early.
- L. There shall be a duty-free lunch period for all employees of at least thirty (30) consecutive duty-free minutes.
- M. A full-time teacher's regularly scheduled daily work assignment shall be in a consecutive time block unless otherwise agreed by the teacher and the site administrator. An effort will be made to provide a consecutive schedule for part-time teachers.
- N. An effort will be made to adhere to the following meeting schedule:

1. General purpose District committees called by committee chairpersons and School-Based Coordinated Program meetings—
MONDAYS
 2. Faculty meetings, school department meetings—MONDAYS,
TUESDAYS and/or THURSDAYS
 3. Professional organizational meetings called by the Association—
WEDNESDAYS
 4. No required meetings shall normally be called on Friday except in
an emergency.
- O. The negotiated yearly calendar shall be attached as Appendix C.
- P. Preparation time at Lincoln High School and Sierra Middle School shall be one period per teaching day.

Preparation time in grades 7 and 8 at K-8 sites shall be one period per teaching day. This paragraph may be waived by a majority vote, annually, by the affected teachers and principal at a specific school.

K-6, K-8 sites may elect to use the time that another district teacher is teaching in the classroom for preparation. Typically, the District assigns music teachers to K-6 classrooms for forty to sixty minutes per full five-day week. Should that time not be available, the District shall provide make-up preparation time within a reasonable period or pay the teacher for the missed time at the established hourly rate. Teachers who do not receive preparation time during parent conference week or any other early release day will not receive make-up preparation time or compensation. Effective, September 1, 2002, all fourth through sixth grade teachers, excluding alternative education, special education, and class size reduction teachers, shall receive an average of 100 minutes of preparation time every week in addition to the forty to sixty minutes per full five-day week described above. For clarification purposes, fourth through sixth grade teachers will receive a total of 320 minutes total preparation time every two weeks.

- Q. Kindergarten teachers shall work 100 minutes beyond their regularly scheduled class time (200 minutes). The 100 minutes shall be included in the calculation of scheduled class time for kindergarten teachers (see Section G).
1. The kindergarten teacher is assigned to only one session of kindergarten daily.
 2. The site administrator will determine the kindergarten teacher's 100-minute assignment. The use of the 100 minutes shall be for the support of the primary classrooms (K-3) at the same site. The kindergarten classes at the site will receive first consideration for

support from the 100-minute assignment. The principal may assign teachers to the 1-3 grade level if in his/her professional judgment there is a greater need at the 1-3 grade level. The assignment of an individual kindergarten teacher to grades four (4) through eight (8) may be made with the teacher's consent.

3. The teacher shall not serve as the principal teacher during this additional 100 minutes.
- R. Every classroom teacher, Title I teacher, and Title I counselor required to write Individual Learning Plans for GATE, Below Basic, Far Below Basic and ELL 1, 2, and 3 students shall be given one district grade level meeting and one school site grade level meeting per trimester to write individual learning plans. Teachers who are not responsible for writing individual learning plans will have other meeting responsibilities.

ARTICLE VII LEAVES

Section 1 - Sick Leave

- A. The District employees shall be granted leave in accordance with appropriate section of the Education Code, Family Medical Leave Act, and California Family Rights Act.
- B. Employees must comply with reasonable rules and regulations of the District regarding the advance reporting of illness or injury absence, or reporting readiness to return to duty in order that substitute arrangements may be made.
- C. One day of leave may be used by regular district teachers teaching summer school. This day may be used for illness or personal necessity.
- D. The District at its discretion may require an employee to provide a Fitness for Duty Certificate from a doctor selected by the employee from a list. The list of doctors shall consist of the approved list of CVT doctors. The District shall have the right to restrict the selection to a specific area of practice. The release shall stipulate that the employee is fit to resume all duties required of their position. The District may request a verification of any absence from a medical practitioner, or an affidavit provided by the employee. This section of the contract does not apply to the area of Workers' Compensation.
 1. An employee may present a doctor not on the list for consideration for mutual approval and inclusion on the approved list. If the doctor is not approved by the District, the employee must select a doctor from the approved list.

- E. Upon return from absence, the employee shall complete a statement verifying that the absence was due to illness or injury.
- F. Employees returning to work from extended illness or injury absence (including surgery) may be required to provide the District with a doctor's release prior to returning to duty, stipulating that they are fit to resume all duties required of their position.
- G. After an employee who is absent due to injury or illness has exhausted his/her accumulated sick leave, he/she shall be provided extra sick leave as follows:
 - 1. An employee who has exceeded his/her current and accrued sick leave shall be provided one-half (1/2) day of additional sick leave for each day of total sick leave at the time of the illness.
 - 2. Differential pay shall commence only after the current year's sick leave has been used. Differential pay shall not exceed a period of one hundred (100) working days.
 - 3. Differential pay shall be limited to the employee's per diem compensation less the established substitute rate, but not less than 50% of the employee's per diem compensation.
- H. The District shall provide each employee with an annual written statement of his/her accumulated sick leave on or before October 15.
- I. Employees who establish a pattern of repeatedly taking sick leave days on Fridays or days before a holiday weekend may be required to provide a physician's verification for any sick leave day falling on a Friday or the day before a holiday weekend.

Section 2 - Family Leaves

- A. An employee disabled by pregnancy and/or childbirth may use all her accumulated sick leave during the period she is unable to work. Under the Family Medical Leave Act (FMLA), eligible employees may be entitled to take up to 12 weeks of leave for their own serious health condition or to care for a child within the first 12 months after the child is born or placed with the employee for adoption. Under the California Family Rights Act (CFRA), eligible employees may take up to 12 weeks of leave within the first 12 months after the birth or adoption of a child for child care and bonding purposes. Depending on the employee's circumstances, FMLA and CFRA leaves may run concurrently. During FMLA and CFRA leaves, the District will continue to make its regular contributions toward health coverage and the employee will be on regular paid status while using their accrued leave time. Employees are encouraged to contact the Associate Superintendent of Human Resources to review their eligibility under these leave provisions.

- B. FMLA and CFRA leaves may apply to male and female employees.
- C. Any family leave time granted in addition to FMLA or CFRA leaves will be without pay and benefits unless the employee has accrued leave time available and has been deemed by a physician unable to return to work. Family leaves shall last not longer than twelve (12) months. Employees may apply for unpaid leave under the provisions set forth in Article VII, Sections 6 and 7 of this contract.
- D. An employee on leave for maternity reasons may work as long as she can perform all duties and responsibilities as confirmed by her physician or medical practitioner. If there is a doubt, the District may require an examination by a qualified, mutually agreed upon physician or medical practitioner at District expense.
- E. Verification from a physician, medical practitioner or adoption agent may be requested. When applicable, the employee shall provide a statement from her physician or medical practitioner setting forth the period of disability.
- F. The employee shall give the District at least fifteen (15) days notice prior to the return date.
- G. An employee who serves less than seventy-five (75) percent of the duty days in the school year that the parental leave was granted shall be placed at the same salary step upon return as when the leave became effective; if the employee served seventy-five (75) percent or more of the school year, the employee shall progress normally on the salary schedule. Per Article IV C. 6, days of paid sick leave (not including differential pay) shall be counted as days of work.
- H. For purposes of FMLA and CFRA, a year begins on July 1 and ends on June 30.

Section 3 - Personal Necessity Leave

- A. Up to seven (7) days of accumulated sick leave may be used by an employee for personal necessity leave. Employees who have 50 or more days of accumulated sick leave available on the first day of the work year will be entitled to use up to nine (9) days of personal necessity leave during that school year. An employee's eligibility for using up to nine (9) days of personal necessity leave shall be determined annually.
- B. Personal necessity leave may be used for unspecified compelling reasons. Personal necessity leave shall not be used for vacation, recreation, or to engage in other employment.
- C. Employees should notify their evaluator as early as possible that he/she will be absent from work for personal necessity leave.

- D. Upon return, the employee shall complete a personal necessity leave form which shall serve as verification that the absence was not used for vacation, recreation or to engage in other employment.
- E. Employees should avoid taking personal necessity days immediately before or after a school vacation day, holiday or holiday weekend, if possible. An employee may be requested to change the day(s) scheduled for personal necessity leave if a sufficient number of substitute teachers will not be available. If the employee determines that the change of day will not meet his/her needs, the personal necessity leave shall not be denied.
- F. Any employee using more than the number of days of personal necessity he/she is entitled to use shall receive no pay for the time the employee missed work.
- G. Employees may be entitled to take up to 12 weeks of FMLA/CFRA leave under the criteria listed below and avoid using personal necessity leave. Employees should contact the Human Resources Office for eligibility information.
 - 1. the birth of your child or the placement of a child with you for adoption or foster care;
 - 2. a serious health condition that makes you unable to perform the essential functions of your job;
 - 3. a serious health condition affecting your spouse, child, or parent for which you are needed to provide care.
- H. Employees who establish a pattern of repeatedly taking personal necessity days on Fridays or days before a holiday weekend may be required to provide the general reason for the absence.

Section 4 - Bereavement Leave

Each full-time employee shall be authorized up to five (5) days of bereavement leave with full pay when absent, when such absence is caused by the death of a member of his/her immediate family or current step family by marriage. Members of his/her immediate family/stepfamily are mother, father, grandmother, grandfather or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, current mother-in-law, current father-in-law, brother or sister of the employee or of the spouse of the employee, or any person living in the immediate household of the employee.

Section 5 - Jury Duty, Subpoenaed Witness

District employees who are called to serve on a jury or as a subpoenaed witness shall be entitled to be absent from duty without loss of pay. Any compensation, excluding travel or meal reimbursements, shall be remitted to the District.

Participation on a Grand Jury requires district permission.

Section 6 - Unpaid Leave Long Term

- A. At its sole discretion, the District may grant a request for an unpaid long-term leave.
- B. An unpaid long-term leave shall be any leave period of thirty-one (31) or more consecutive assignment days.
- C. An employee who wants to apply for an unpaid long-term leave must submit a request in writing to the superintendent on or before April 30 of the school year preceding the school year in which the employee wishes to take the leave. The employee must state in the request the reasons for the leave.
- D. An employee who is granted this unpaid leave may return to a position in the district if there are openings in the employee's field. If no opening exists, the employee will have top priority for the next opening in the employee's field.
- E. The terms and conditions under which the requested leave might be granted shall be communicated in writing to the employee prior to the transmission of the leave recommendation by the Superintendent or his designee to the board of trustees for action.
- F. The granting of an unpaid leave request for one employee shall have no impact on or constitute any precedent for other leave requests.

Section 7 - Unpaid Leave Short Term

- A. An employee may request a short term unpaid leave of thirty (30) consecutive days or less for purposes not covered by Personal Necessity, Section 3 above. The request shall be in writing, addressed to the Superintendent, stating the time and purpose of the leave. The written request shall be transmitted to the Superintendent at least fifteen (15) business days before the requested leave would begin. The fifteen (15) business days requirement may be waived if the Superintendent determines that an emergency exists.
- B. The Superintendent shall respond to the employee's request within ten (10) business days. The Superintendent will respond in a timely manner if it is determined that an emergency exists. The Superintendent's decision shall be final and not subject to the grievance procedure.

Section 8 - Paid Administrative Leave

- A. An employee may be placed on administrative leave with pay upon verbal notification when the District determines that his/her presence would be detrimental to the welfare of the District, the pupils, the public, or

employee(s) of the District.

- B. This verbal notification shall be followed by service upon the employee of written notice of the paid leave.

Section 9 - Industrial Accident/Illness Leave

- A. In accordance with Section 44984 of the Education Code, certificated employees shall be entitled to leave of absence for industrial accidents or illness, subject to the following:
1. Allowable leave shall be for not more than sixty (60) working days in one (1) fiscal year for the same accident or illness except when such accident or illness is the result of an act of violence, then allowable leave shall be for not more than ninety (90) working days.
 2. Allowable leave shall not be accumulated from year to year.
 3. Industrial accidents or illness leave will commence on the first day of absence.
 4. Payment for wages lost on any day shall not, when added to an award granted the employee under workers' compensation laws of the State of California, exceed the normal wage for the day. The employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contribution.
 5. Industrial accident leave will be reduced by one (1) day of authorized absence regardless of a compensation awarded under workers' compensation.
 6. When an industrial accident or illness occurs at a time when the full sixty (60)/ninety (90) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
 7. Periods of leave of absence pursuant to this procedure shall not be considered to be a break in service for the employee.
 8. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to sick leave and extended sick leave will then be used. If, however, an employee is still receiving workers' compensation, they shall be entitled to use only so much of their accumulated and available sick leave or other available leaves which, when added to

the workers' compensation awarded, provides for a day's wage or salary.

9. An employee returning to work from industrial accident or illness leave shall be required to present a doctor's release prior to returning to paid duty.
10. Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.

Section 10 - Miscellaneous

- A. An employee returning from paid leave may return to his/her former position unless the position has been eliminated in whole or in part, in which case the employee will be assigned to a position for which he/she is qualified, consistent with the transfer article.
- B. An employee on a paid leave shall have all benefit programs continued on the same basis as active employees. An employee on an unpaid leave for more than one (1) calendar month may continue benefit programs by paying the appropriate premiums, provided that this does not violate terms of the insurance contract.
- C. Leaves shall not be denied for reasons that are arbitrary, capricious, discriminatory or punitive.

ARTICLE VIII SABBATICAL/FELLOWSHIP LEAVES

- A. The District shall make a 1/2 year's salary or a dollar amount at least equal to 50% of Class F, Step 13 of the certificated salary schedule, available during each academic year for sabbatical leave time or fellowship support. The District and the Association, through the liaison process, may determine that budgetary constraints preclude funding this article during any given year.
- B. A selection committee shall be composed of six (6) members, three (3) members appointed by the Association and three (3) members appointed by the District. The committee will be formed each school year by February 1st and shall review all sabbatical leave or fellowship requests and make a recommendation for final approval by the Board of Trustees.
- C. Before granting such leave the Board may consider the availability of an adequate replacement and the timing of the leave as it may affect the operation of the School and District.
- D. A teacher may be granted a Sabbatical/Fellowship Leave for the purpose of professional study, travel, or research which will benefit the school and

the pupils of the District.

- E. Definitions:
 - 1. The term "study" shall mean the pursuance of a program of study in an accredited institution of higher learning.
 - 2. The term "travel" shall consist of an itinerary planned to contribute to established or proposed approved programs.
- F. The district shall provide the Association and teachers with notification of sabbatical availability by January 31 of each year. The District shall provide the Association with copies of sabbatical leave application forms no later than January 31. Sabbatical leave applications shall be submitted to the Superintendent's Office on an official form not later than March 1.
- G. The Sabbatical/Fellowship Leaves Committee will receive and consider all sabbatical applications for leaves and will make recommendations to the Superintendent by April 1. Applicants shall be notified of the Board's decision no later than May 1.
- H. The Sabbatical/Fellowship Leaves Committee will receive and consider all applications for Fellowship leaves and will make recommendations to the Superintendent at a later date to be determined at Liaison. Applicants shall be notified of the Board's decision at a later date to be determined at Liaison.
- I. Selections for Sabbatical/Fellowship Leaves shall be made according to the following criteria:
 - 1. The value of the proposed study to the employee and the District.
 - 2. The length of District service of the teacher requesting such leave.
 - 3. The benefits to be received by the future students of the employee.
 - 4. Commitment to two (2) years service to the District upon return from sabbatical leave.
- J. The terms and conditions of leaves shall be stated in writing prior to the time the Board is requested to approve the leaves.
- K. Reinstatement to active service at an earlier date may be allowed by mutual agreement between the District and the employee.
- L. When an employee returns from Sabbatical Leave or completes a Fellowship Leave a written report shall be filed in a form prescribed by the District and shall provide sufficient evidence to validate achievement of the objectives for which the Sabbatical or Fellowship was granted.

M. The District may require the posting of a bond to ensure that the employee will return to the District for a period of at least twice the length of the leave.

N. Sabbatical Leaves:

1. Sabbatical Leaves shall not be less than one (1) semester nor more than one (1) year.
2. A teacher who has served not less than seven (7) consecutive years shall be eligible to apply for a Sabbatical Leave, and the granting of such leave shall not be considered a break in service.
3. The District shall pay a unit member who is on a semester Sabbatical Leave his/her full salary for such period. The District shall pay a unit member who is on a full year leave fifty (50) percent of his/her salary. There shall be no reduction in employee benefits during the term of a Sabbatical Leave.
4. If the employee receives any remuneration during the sabbatical, the per diem amount paid by the District may be reduced by the per diem amount paid by the non-District source.
5. Retirement service credit for Sabbatical Leave shall be in accordance with State Teachers Retirement System Regulations.

O. Fellowship Leaves:

1. A fellowship granted during periods when instruction is not scheduled shall provide for a stipend based on the request made by the applicant, but in no case shall the amount exceed the employee's per diem rate covering the period of the fellowship.
2. If the employee receives any remuneration during the fellowship the per diem amount paid by the District may be reduced by the per diem amount paid by the non-district source.
3. A teacher who has served not less than five (5) consecutive years shall be eligible to apply for a Fellowship Leave, and granting of such leave shall not be considered a break in service.
4. Retirement service credit for Fellowship Leave shall be in accordance with State Teachers Retirement System regulations.

ARTICLE IX TRANSFER

Section 1 – Definitions

A transfer is a change in the school to which an employee is assigned within the district. A transfer may be voluntary or involuntary.

Section 2 - Voluntary Transfers

- A. By March 15th of each school year each employee shall be notified that the district is accepting request for transfers for the following school year. An employee shall submit his/her request on the district's transfer/reassignment request form. This request should be submitted on or before April 15th.
- B. The employee requesting a transfer shall then submit the completed transfer request form to the employee's immediate supervisor for signature. Such signature shall be solely an acknowledgment that the immediate supervisor has been informed of the employee's desire for transfer.
- C. Known vacancies within a school year, which occur after October 1st and prior to the last school day of that school year, shall be posted for ten (10) working days. An employee must apply for transfer during the ten (10) working day period to receive full consideration. At the district's discretion it may or may not post vacancies after the end of the school year and prior to October 1st.
- D. If it is determined that a vacancy exists during the summer an employee shall be informed of the vacancy if the employee has a general request for transfer on file, or the employee has requested to be informed of vacancies during the summer months. This request must be in writing and must be submitted through the personnel office.
- E. Filing a request for transfer shall be without prejudice to the employee in the employee's present position.
- F. A request for transfer may be withdrawn at any time prior to official notification of transfer approval. Such withdrawal shall be in writing, dated and signed by the employee who originally requested the transfer.
- G. If more than one employee has applied for the same position, the selection of the employee to be transferred shall be based on the needs of the instructional program and the ability of each employee to perform in the new position. Seniority and a teacher's scheduling needs shall be two of the many factors weighed by the District when transfers are being considered.

Section 3 - District Initiated Transfers

- A. A transfer initiated by the administration shall be completed only after the appropriate district administrator has discussed the transfer with the affected employee.

- B. Transfers shall be made to meet the instructional requirements of the school district and/or the best interest of the students.
- C. An employee shall be given at least seven (7) calendar days notice before a District initiated transfer is to take place. The employee shall be granted four (4) days of released time to prepare for the District initiated transfer. This release time must be taken within thirty (30) calendar days from the commencement of this new assignment unless alternate arrangements are made with the appropriate district administrator.
- D. The site administration must inform the teacher of this policy.
- E. When a choice of positions is possible, the employee may indicate an order of preference. If two or more employees transferred by District initiative request the same assignment, the one best qualified in the judgment of the appropriate district administrator in consultation with the appropriate administrative staff, shall be recommended. Seniority and a teacher's scheduling needs shall be two of the many factors weighed by the District when transfers are being considered.
- F. No District initiated transfer shall be arbitrary, capricious, discriminatory or punitive.
- G. An employee being transferred by District initiative shall, upon request, be provided with the reasons in writing.
- H. Whenever a transfer is made or considered to be made, the employee shall be notified as soon as possible.

ARTICLE X
REASSIGNMENT/RELOCATION

Section 1 - Definition

A reassignment within the meaning of this Article is a change in assignment from one grade level to another within the same school or program, or a change in assignment from one subject to another within the same school or program.

Section 2 - Voluntary Reassignment

Any employee may request a change in his/her assignment by submitting such request in writing to the employee's site administrator. At its discretion, the District may grant or deny such a request.

Section 3 - District-Initiated Reassignment

- A. At its discretion, the District may initiate reassignments.
- B. The District shall observe the following procedures in making reassignments:
 - 1. The site administrator shall notify an employee who is being considered for a reassignment. Upon written request from the employee, the site administrator shall meet with that employee to discuss the reasons for the proposed reassignment. If the employee objects to the proposed reassignment, the employee may suggest alternatives to his/her site administrator.
 - 2. Once a decision has been made to reassign an employee, the site administrator shall notify the employee as soon as possible.
- C. Release time to prepare for the new assignment, when the reassignment occurs during the academic year, will be granted as follows:
 - 1. One day - 20% change (Lincoln High School, Sierra Middle School, one period change)
 - 2. Two days - 21% - 99% change
 - 3. Three days - 100% change
 - 4. If a reassignment results in a mandatory change in work location, the site administrator may approve an additional day of release time or one day of pay at the short-term substitute pay rate.
 - 5.

Section 4 - District-Initiated Relocation

- A. A site administrator may approve one day of release time or one day of pay at the short-term substitute pay rate for a mandatory change in work location which occurs during the academic year.

**ARTICLE XI
CLASS SIZE**

- A. Class size shall be guided by restrictions established by law. The District will balance classes in relationship to the needs of the instructional program, provided prudent fiscal management can be maintained. The District will attempt to balance class size within the first three weeks of each semester.
- B. When new pupils are enrolled, they will be distributed as equally as possible among teachers assigned to that grade level or subject area

taking into account the number of student stations, safety factors, and considering the needs of students.

- C. Every effort shall be made to ensure that Special Day Classes average no more than twelve (12) pupils, and have a maximum of fourteen (14) pupils. Resource Specialist Programs shall have a maximum of twenty-eight (28) pupils.
- D. The District shall average one (1) psychologist for every 2,500 students.
- E. The District shall strive to maintain Speech and Language Specialists' caseloads at approximately fifty-five (55) students. The District shall strive to maintain Speech and Language Specialists' caseloads at approximately forty (40) students for preschool students (ages 3-5) with exceptional needs in addition to speech and language services. Caseloads shall be prorated for Speech and Language Specialists who have both school-age students and preschool students with exceptional needs in addition to speech and language services. If Speech and Language Specialists are assigned caseloads in excess of the guidelines listed above, overages will be addressed in accordance with the Memorandum of Understanding executed during 2006-2007 negotiations.

ARTICLE XII EVALUATION

Section 1 - Procedures for Teacher Evaluation

- A. The chief responsibility for formal employee evaluation shall be that of each building principal or designee; however, this responsibility shall be shared with the District Superintendent or his/her management or supervisory designee. Accordingly, no grievance shall contest the judgment of the evaluator or content of the evaluation. Grievances relating to evaluation shall be limited to claims that the following procedures have been violated.
- B. Evaluation of bargaining unit members shall be conducted on the following basis and shall cover one school year only:
 - 1. At least twice per school year for all Referred Participating Teachers (RPT) and probationary or temporary employees who have worked fewer than two years with the district.
 - 2. Every other year for those who hold permanent status or who have held temporary status for more than two years with exceptions noted below:
 - a. The first year in permanent status will be an evaluation year.

- b. An employee whose performance rating on any portion of the evaluation falls below “Meets or Exceeds District Standards” may, at the discretion of the evaluator, be evaluated again the following year after directed improvement.
 - c. Should an administrator determine that there is need to evaluate an employee during a non-designated year, the employee is to be notified in writing of the evaluation and of the reasons for the change. The administrator shall meet and confer with the employee by December 1 and discuss the topics listed in D below. No evaluation shall take place without written notification as specified in this paragraph.
- C. Unit members to be evaluated during their regularly scheduled evaluation year shall be offered a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than October 15 of the year in which the evaluation is to take place. A unit member will be notified of the identity of their evaluator in sufficient time to prepare for the meeting.
- D. A unit member and the evaluator shall meet no later than October 15 to discuss the following:
 - 1. Goals, objectives and standards to be achieved.
 - 2. Type of observations to be held, scheduled and/or unscheduled.
 - 3. Length and number of observations.
 - 4. Type of conferences to be held (pre, post, both, or none).
 - 5. The renewal or issuance requirements of the unit members credential, permit, certificate or waiver.
 - 6. During an evaluation year, the performance responsibilities and professional responsibilities on the evaluation form.
- E. The evaluator meeting with the unit member, as outlined in paragraphs “C” and “D” shall be the same evaluator who completes the final evaluation. The designated evaluator shall have the primary responsibility for compiling all observations of the unit member including those done by other administrators. If a unit member disagrees with any part or the entire observation made by an observer other than the evaluator, a request for a meeting involving the observer, evaluator and the member shall be granted.
- F. In the event of a disagreement over the objectives, standards and/or evaluation schedule, the unit member and the evaluator shall:
 - 1. Make good faith effort to resolve the differences themselves.

2. If the disagreement persists, the parties may invite a third party (who may be a representative of the Association) to assist in resolving the differences. The third party shall recommend alternatives to the unit member and evaluator.
 3. If either the unit member or evaluator reject the proposed alternatives, each shall have the opportunity to state his/her position on the matter(s) in dispute, and to have a written statement attached to the evaluation form.
 4. The unit member shall have the right to identify any constraints which the unit member believes may inhibit his/her ability to meet the objectives and standards established.
- G. During the course of the evaluation year, circumstances may change which require modification of the original objectives and standards. The unit member may initiate a change of objectives and standards.
- H. For permanent successful teachers, the number of observations by the evaluator shall normally be four per year, unless the evaluator determines that fewer or more are needed. One scheduled observation must be completed by the evaluator. For probationary teachers or teachers with an identified deficiency the number of observations will usually be greater. Evaluation shall not be based solely on unscheduled observations.
- I. "Scheduled" observations shall include:
1. Length as established under "D" above.
 2. At least two (2) days prior notification.
- J. "Unscheduled" observations shall include:
1. Length as established under number "D" above.
 2. Evaluator's determination of date/time.
- K. If an employee's evaluation indicates that there are deficiencies, a reasonable period of time shall be given to correct them. The employee shall also be given direction and assistance designed to help in correcting each deficiency covered by the evaluation.
- L. Evaluations shall be based on observations of the employee and upon such other factors as affect the operation and welfare of the educational program. No overall unsatisfactory rating may be given on the final evaluation unless at least one area of deficiency has been identified and reported in writing to the employee. The evaluator shall be excused from this requirement if the area of deficiency is manifested immediately prior to the presentation of the final evaluation.

- M. No unit member shall be held accountable for any aspect of the educational program which he/she has neither the duty nor the responsibility to carry out.
- N. The written evaluation shall be prepared by the evaluator and presented to the unit member no later than thirty (30) days prior to the last day of school. An evaluation conference between the unit member and the evaluator shall be held no later than the last day of school. In the event the unit member disputes the content, the unit member may prepare a written statement which shall be attached and incorporated into the final evaluation.
- O. Notwithstanding Consulting Teachers and Referred Participating Teachers in the PAR program, unit members shall not be required to participate in the evaluation(s) and/or observations of other unit members unless the unit member being evaluated consents.
- P. Employees shall receive a signed and dated copy of written observations, usually within ten (10) working days.
- Q. No evaluation shall be conducted in a manner which is arbitrary, capricious, discriminatory, or punitive.
- R. The District shall use adopted uniform evaluation instruments appropriate to level or program that shall be used district-wide. A copy of the instruments used for the evaluation of teachers, counselors, psychologists, and school nurses are attached as Appendix D, E, F, and G, respectively. District Standards attached as Appendix H.
- S. It is recognized that some unit members and their evaluators wish to reflect upon, evaluate and enhance a unit member's performance using an alternative assessment model. By mutual agreement between the unit member and evaluator, traditional observation/assessment may be replaced by techniques agreed upon between the two parties. If the two parties elect to use an alternative assessment model and either party determines, at a later date, that the use of this model is inappropriate, the traditional assessment process will be used. Barring the exceptions noted for section R, nothing in this section shall remove the evaluator's responsibility to meet all requirements of this article.
- T. Employees are required to sign all evaluations. The employee's signature does not necessarily indicate agreement with the evaluation, but rather that they have reviewed the evaluation. Employees are to receive a copy of their evaluations.
- U. An employee may request a conference with the principal or designee and the Superintendent or designees when unsatisfactory ratings have been given. The conference shall be of sufficient length to cover the concerns of all parties taking part in the conference.

Section 2 - Expected Levels of Performance

- A. Employee evaluation shall be based upon the requirements of the specific job description for the position to which he or she is assigned.
- B. As stated in Education Code 44662, performance evaluation shall be concerned with the following, as well as with related items as set forth on the District evaluation form:
 - 1. The progress of pupils towards standards of expected pupil achievement at each grade level in each area of study, as established by the governing board.
 - 2. Assessment of certificated personnel competence as it relates to the established standards.
 - 3. Assessment of other duties normally required to be performed by certificated employees as an adjunct to their regular assignments.
 - 4. Relationships and communication with colleagues, students, parents and administrators.
 - 5. The instructional techniques and strategies used by the employee.
 - 6. The employee's adherence to curricular objectives.
 - 7. The establishment and maintenance of proper control and a suitable learning environment to the extent possible under existing conditions.
- C. The "pupil learning" section of the evaluation form shall not be based solely on any single measure of student achievement.

Section 3 - Public Complaints

- A. No negative and/or unsatisfactory evaluation shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator from students, parents, and/or individuals unless the following procedures have been followed:
 - 1. If a complaint is deemed to have substance, it shall be reported to the unit member by his/her supervisor within 15 working days unless dictated otherwise by law enforcement.
 - 2. Should the involved unit member and/or the administrator believe the allegations in the complaint warrant a meeting, the immediate supervisor or designee shall attempt to schedule a meeting between the unit member and the complainant. At the request of the unit member, an Association representative shall be present at

the meeting. It is recognized that a complainant may not desire to attend the meeting; if this occurs, there will be a discussion between the responsible administrator and the employee.

- B. Complaints which are anonymous, withdrawn, or shown to be without substance shall neither be placed in the unit member's personnel file nor used in any evaluation or disciplinary action against the unit member.
- C. A letter of reprimand resulting from a student, parent, or individual complaint shall not be written before the involved unit member has been given the opportunity to meet with the administrator and discuss the complaint.
- C. A letter of reprimand resulting from a student, parent or individual complaint may be grieved.

ARTICLE XIII SAFETY

Section 1 - Personal Assault or Abuse

Any incident of assault or abuse directed at any unit member or school property while the unit member is in discharge of school duties shall be immediately reported to an administrator or designee.

Section 2 - Discipline

- A. Per Education Code 48910, a teacher may suspend a student from his/her class for good cause for two (2) days (the day of suspension and the following one (1) day). The unit member shall send the student to the principal or designee for appropriate action. The unit member must notify the parent of this action within 24 hours.
- B. Per Education Code 49001, no person shall inflict or cause to be inflicted corporal punishment upon a pupil.

Section 3 - Responsibility/Reporting

- A. Any school employee who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse must report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

Section 4 - Safety Conditions

- A. The District agrees to provide a safe and secure working environment for each member of the bargaining unit.
- B. The District shall attempt to correct unsafe conditions.

Section 5 - Working Conditions

Each site will strive to provide the following:

- A. A faculty lounge.
- B. An adequate number of faculty restrooms.
- C. Necessary personal breaks.
- D. A confidential telephone.

Section 6 - Lockable Space

The district will provide each unit member, upon request, lockable space within the vicinity of his/her classroom/office for storage of necessary small personal belongings such as purses or briefcases.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1 - Purpose

- A. This grievance procedure is intended to resolve alleged violations of this Agreement at the lowest possible level.
- B. Informal discussion of problems and a continuing interchange of views between employees and their immediate administrators is encouraged. The parties should attempt to resolve differences or dissatisfactions as soon as possible.
- C. The Association shall have the right to be present at all levels of the informal and formal grievance procedure.

Section 2 - Definitions

- A. A "Grievance" is an allegation by the Association or by one or more employees that there has been a violation, misinterpretation or misapplication of a provision of the Agreement that adversely affects a member of the bargaining unit.

- B. An "Aggrieved person" is the person or persons, including the Association or representative thereof, making the claim.
- C. An "involved administrator" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- D. A "day", unless otherwise defined, is a day the bargaining unit employee is required to be on duty.
- E. The Grievance Procedure shall include:
 - 1. Informal Process
Resolution at lowest level of administration possible.
 - 2. Formal Process
 - a. Step 1: formal written grievance to the site administrator
 - b. Step 2: first appeal procedure to the Associate Superintendent of Human Resources
 - c. Step 3: second appeal procedure to the Superintendent
 - d. Step 4: arbitration
 - 3. Appellate Procedure to the Superior Court

Section 3 - Miscellaneous

- A. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. The Association shall be notified of any written decision made by the District in response to a formal written grievance filed at any level.
- B. The District shall simultaneously send copies of all formal District responses to the Association and aggrieved person for review and response.
- C. All written material used in processing a grievance shall be kept in a separate grievance file and not in anyone's personnel file.
- D. Time limits may be modified by mutual agreement of the parties.
- E. Participants in the grievance procedure shall not be treated in a manner which is arbitrary, capricious, discriminatory or punitive.

- F. If a grievance is filed following the informal resolution process, it shall be initiated and attempted to be resolved at the lowest level which is relevant to the origin of the grievance.

Section 4 - Informal Resolution of Problems

- A. The aggrieved person should initiate the informal grievance procedure as soon as possible using the Informal Resolution Form, but in no case shall the Informal Resolution Form be submitted more than thirty (30) days from the date of the occurrence giving rise to the grievance. Failure to submit the Informal Resolution Form to the involved administrator and the Association representative within thirty (30) days from the occurrence shall result in the waiver of the right to file the grievance.
- B. When an employee has a complaint, he or she shall request a conference with the lowest level of administration capable of resolving the complaint. The employee shall have the right to have a representative from the association present.
- C. Upon request, the administrator shall grant the aggrieved person at least one conference within five (5) days of receipt of the request.
- D. Additional conferences may be held, prior to initiation of Step 1 if it appears that resolution of the complaint may be achieved by informal means.
- E. By mutual agreement between the Association and the District, both the aggrieved person and the administrator may invite other persons to conferences.
- F. If the Associate Superintendent for Human Resources was present at either the Informal Resolution Meeting or the Step 1 Meeting, with concurrence from the Association, the Associate Superintendent for Human Resources may refer the grievance to Step 3.
- G. The involved administrator handling a complaint shall provide a verbal decision to the aggrieved person with five (5) days of the first conference (see C above). If the aggrieved person deems the response unsatisfactory, the grievance may be taken to the formal written procedure. If the response is in violation of the contract, the Association has the right to take the grievance to the formal written procedure.

Section 5 - Formal Written Procedure - Step 1

- A. Within ten (10) days from the date of the administrative decision (see Section 4 G above), the aggrieved person may file a grievance in writing with the site administrator.
- B. A formal written grievance must contain:

1. the specific section(s) of the agreement that are alleged to have been violated,
 2. the specific actions that allegedly violate the agreement,
 3. the date(s) the alleged violation(s) occurred,
 4. the specific remedy requested by the aggrieved person, and
 5. the signature of the Association President or Grievance Chair.
- C. A grievance that does not contain all necessary information will be returned to the Association President or Grievance Chair.
- D. The involved administrator shall hold a meeting with the aggrieved person who may have a representative of the Association present. The administrator may have a member of the administration present. By mutual agreement between the Association and the District, others may attend who may be of help in resolving the grievance.
- E. The involved administrator shall respond in writing to the grievance within five (5) days. If the aggrieved person deems the response unsatisfactory, the grievance may be taken to Step 2. If the response is in violation of the contract, the Association has the right to take the grievance to Step 2.

Section 6 - First Appeal Procedure - Step 2

- A. If the grievance has not been resolved at Step 1, the aggrieved person, within five (5) days after completion of Step 1, may submit the written grievance to the Associate Superintendent for Human Resources.
- B. The Associate Superintendent for Human Resources shall hold a meeting with the aggrieved person who may have a representative of the Association present. The Associate Superintendent for Human Resources may have a member of the administration present. By mutual agreement between the Association and the District, others may attend who may be of help in resolving the grievance.
- C. A response in writing shall be transmitted to the aggrieved person within ten (10) days. If the aggrieved person deems the response unsatisfactory, the grievance may be taken to Step 3. If the response is in violation of the contract, the Association has the right to take the grievance to Step 3.

Section 7 - Second Appeal Procedure - Step 3

- A. If the grievance has not been resolved at Step 2, the grievance may be submitted to the Superintendent within five (5) days after completion of Step 2.
- B. Upon request by either the Superintendent or the Association, the Superintendent shall hold a meeting with the designated Association

representative and/or the aggrieved person who may have a representative of the Association present. The Superintendent may have a member of the administration present. By mutual agreement between the Association and the District, others may attend who may be of help in resolving the grievance.

- C. If the Superintendent concurs with the Step 2 response from the Associate Superintendent for Human Resources, the Superintendent will notify the Association that no written response will be given. If the Superintendent's response differs from Step 2, a written response shall be transmitted to the aggrieved person within ten (10) days. If the Superintendent does not respond within the ten (10) days, or if the aggrieved person deems the response unsatisfactory, the grievance may be taken to Step 4. If the response is in violation of the contract, the Association has the right to take the grievance to Step 4.

Section 8 - Arbitration - Step 4

- A. If the grievance has not been resolved at Step 3, the aggrieved person may request in writing that the Association submit it to arbitration within five (5) days after completion of Step 3.
- B. If the Association chooses to go to arbitration, the procedure to select an arbitrator shall commence within ten (10) days. The District's representative and the aggrieved person shall attempt to reach agreement on an arbitrator. If such agreement is not reached, the State Conciliation Service shall be requested to supply a list of seven (7) names. The arbitrator shall then be selected by the alternate striking method. By a coin flip, either the Association or the District, shall decide which side shall strike first. Either party shall have the right to reject any list in its entirety and request a new list, prior to commencing the striking procedure.
- C. The arbitrator shall review the grievance and if necessary hold a hearing. The arbitrator shall issue a decision within thirty (30) calendar days. The decision shall be final and binding on both parties.
- D. Each party shall bear expenses of its representatives and witnesses. The fee, if any, for the arbitrator and any other expenses connected with a formal hearing shall be borne equally by both parties.

Section 9 - Appellate Procedure

- A. Notwithstanding any other provisions of Article XII, either party may appeal the decision of the arbitrator to the Superior Court. The appeal shall be pursuant to Code of Civil Procedure Section 1094.5 (Writ of Administrative Mandamus.) The court, on review, shall exercise its independent judgment on the evidence. In exercising its independent judgment the court shall not defer to the decision of the arbitrator.
- B. The grounds for appeal shall be limited to one or more of the following:

1. The award was procured by corruption, fraud or other undue means;
 2. There was corruption in any of the arbitrators;
 3. The rights of such party were substantially prejudiced by misconduct of a neutral arbitrator;
 4. The arbitrators exceeded their powers and the award cannot be corrected without affecting the merits of the decision upon the controversy submitted;
 5. The rights of such party were substantially prejudiced by the refusal of the arbitrators to postpone the hearing upon sufficient cause being shown therefore or by the refusal of the arbitrators to hear evidence material to the controversy or by other conduct of the arbitrators contrary to the provisions of this title (Title 9 California Code of Civil Procedure);
 6. The arbitrator made a material error of law;
 7. The award would require the district to expend more than \$30,000 in any one fiscal year.
- C. If a party appeals the decision of the arbitrator, it shall notify the other party in writing no later than twenty (20) calendar days after receipt of the arbitrator's decision and shall file a Writ of Mandate in Superior Court no later than thirty (30) calendar days after receipt of the arbitrator's decision.
- D. Nothing herein shall exclude the right of the Association to appeal the District's interpretation of the arbitrator's award.

Section 10 - Authority

The arbitrator shall have no power to add to, to subtract from or to change any of the terms or provisions of this Agreement. Jurisdiction shall extend solely to claims of violations of specific written provisions of the Agreement and involve only the interpretation and application of the Agreement.

Section 11 - Time Limits

- A. Time limits provided for each level shall begin the day following receipt of the grievance appeal or written decision.
- B. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

- C. If a grievance is filed at such a time that it cannot be processed through all the steps in this procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, the delay could result in harm to an aggrieved person, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.

ARTICLE XV
ASSOCIATION SECURITY

- A. The District and LUTA agree to comply with all applicable laws in regard to agency fee.

ARTICLE XVI
ASSOCIATION RIGHTS

- A. The Association shall have the right to use the school building facilities provided that they are not otherwise in use, and provided that the site principal has been notified reasonably in advance.
- B. By arrangement the Association may use typewriters, computers, or other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. Such equipment may be used for Association business only. The Association shall reimburse the District for the use of consumable supplies or provide its own.
- C. The Association shall have the right to post official Association business notices on an Association bulletin board. Adequate bulletin board space shall be provided at each school site in areas frequented by bargaining unit employees.
- D. The Association shall have the right to use the District mail service, e-mail and mail boxes to transmit official business communications to unit employees.
- E. A copy of materials posted on bulletin board or transmitted through the school mail on a unit wide basis shall be transmitted to a designated District official.
- F. Authorized representatives of the Association shall be permitted to transact official business of the Association on school property at reasonable times. The authorized representative(s) shall check in at the school site office prior to carrying out his/her official business.
- G. The District shall give the Association a list of all unit employees and their duty site no later than September 15 of each school year.

- H. Negotiating sessions between the Association representatives and the District representatives will be scheduled at times mutually agreed upon. The District shall provide release time for five (5) members of the Association to negotiate with the District's representatives.
- I. Upon appropriate written authorization from an employee, the District shall deduct official Association dues from his or her monthly (or tenths) pay and remit such dues to the designated Association agency.
- J. The District shall make other payroll deductions for mutually approved programs when authorized by the employee.
- K. The Association and its representatives may use annually a maximum of eleven (11) full days or twenty-two (22) half days of released time in the administration of this Agreement, in addition to time granted for District-Association liaison.
- L. The Association President shall have up to forty (40) days release time per school year for Association business. The Association shall reimburse the District for the substitute's pay.
- M. The Association shall be allocated twenty (20) days of leave annually for use by Association members who participate in official Association functions. The Association shall reimburse the District within thirty (30) days of being billed for the cost of substitutes for the days used.
- N. The District shall provide the Association President with one (1) copy of Governing Board meeting agendas.
- O. Upon request, the District shall furnish the Association President with the current placement of unit members on the current salary schedule (scattergram of unit members at each step and class) and scattergram projections for the coming year.
- P. The rights and privileges of the Association and its representatives as set forth in this Agreement, shall be granted only to the Association as the exclusive agent of the employees in the unit.
- Q. The Association shall submit to the District office within thirty (30) days after adoption of this Agreement by the parties the following information:
 - 1. Name, mailing address, and telephone number of the Association;
 - 2. Name and mailing address of each area, state, or national organization with which the Association is affiliated;
 - 3. Names, mailing addresses, and telephone numbers of the officers and representatives authorized to represent the Association.

- R. Upon request, the District shall provide to LUTA the names and addresses of retirees annually by October 1st.
- S. Upon request, LUTA shall provide to the District a list of designated association representatives annually by October 1st.
- T. In many instances including, but not limited to, grievance procedures and disciplinary matters, employees have the right to a designated representative from the associations present.

ARTICLE XVII
MANAGEMENT RIGHTS AND DISTRICT POWERS

- A. It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and the goals and objectives; ensure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenues; and contract out work, provided such work shall not reduce the current number of employees in the bargaining unit. In addition, the District retains the right to hire, assign, evaluate, promote, dismiss and discipline employees, and to take action on any matter in the event of an emergency.
- B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms are in conformity with the laws of the State of California. A dispute between District policies, rules, regulations and practices and specific terms of this Agreement shall be subject to the grievance procedure.
- C. The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.
- D. The District retains its rights to take whatever action it deems necessary to protect the safety and welfare of students and personnel in an emergency situation resulting from, but not limited to, the following catastrophic events: flood, fire, earthquake.

ARTICLE XVIII
CONCERTED ACTIVITIES

- A. It is agreed and understood that there will be no strike, work stoppage, slowdown or other interference with the operations of the District by the Association or by its officers, agents or members during the term of this Agreement. The District will not participate in lock-out activities during the term of this Agreement.
- B. The Association recognizes the duty and obligation of the representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the District by employees who are represented by the Association, the Association agrees to advise and direct those employees to cease such action. It is agreed and understood that any employee violating this Article may be subject to discipline or discharge by the District. The District agrees that the above applies to lock-out activities by the District's management.
- C. It is understood that the District shall be entitled to withdraw any privileges or services provided for in this Agreement or in District policy of any employee or employee organization that violates this Agreement.
- D. The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet-and-negotiate process. It is agreed that the Association and the District will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet-and-negotiate process, except by mutual agreement of the District and the Association. The foregoing is not applicable to legislative advocacy, or to the seeking of judicial relief by the parties.

ARTICLE XIX
FACULTY ASSISTANCE PROGRAM (FAP)

The Lincoln Unified Teachers Association (LUTA) and the Lincoln Unified School District (District) are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of a program to improve the quality of instruction through professional development and peer-assistance. The District and LUTA have established a Faculty Assistance Program (FAP) to provide assistance to district staff. Permanent teachers will be assisted by Consulting Teachers (CTs) through the Peer Assistance and Review (PAR) component of the program. New staff will be assisted by Consulting Teachers through the Teacher Support Program

(TSP) component of the program. Each year the District will identify priority areas where consulting teachers are needed.

Section 1 - The Peer Assistance and Review Program (PAR)

A. PAR Committee

1. The PAR Program will be administered by a PAR Committee consisting of seven (7) members, three (3) of whom will be administrators selected by the District, and four (4) of whom will be certificated classroom teachers selected by the LUTA Representative Council. Selection of these PAR Committee members will be made by mid March. The LUTA Representative Council and the District shall each select an alternate to serve when the PAR Committee member is the evaluator of the Referred Participating Teacher (RPT) or when a PAR Committee member is unable to serve due to extended illness or leave.
2. The teacher members of the PAR Committee shall have the same qualifications as Consulting Teachers (See Section B 1). PAR Committee teacher members may also serve as a CT for TSP.
3. The PAR Committee will be chaired in the first year by a teacher member of the PAR Committee selected by the teacher members of the PAR Committee. The following year, the PAR Committee chair will be an administrator member of the PAR Committee selected by the administrative members of the PAR Committee. Thereafter the chairperson will rotate on an annual basis between an administrator member and a teacher member of the PAR Committee unless the PAR Committee unanimously votes to waive the rotation process for that year.
4. The PAR Committee shall establish its own meeting schedule at times and places as they shall mutually determine. The PAR Committee shall meet not less than six (6) times in a given year. The Committee shall select a chairperson and determine the number of Voluntary Participating Teachers entering the PAR process.
5. All seven (7) members of the PAR Committee must be present for action to be taken.
6. PAR Committee meetings shall be conducted during the regular school day. Teachers who are members of the PAR Committee shall be released from their regular duties to attend meetings without loss of pay or benefits. Active teacher members of the PAR Committee will receive a stipend for a year of service equivalent to one day of pay at the long-term substitute pay rate. The teacher chair shall receive compensation at the same rate as the CT's.

7. The PAR Committee members shall select a recording secretary from among their committee members for the purpose of taking minutes. Minutes shall include only the date, time, attendance, actions, and votes taken during the meeting. The recording secretary shall leave the minutes with the PAR Committee chairperson.
8. The PAR Committee shall be assisted by a clerical secretary selected by the District to provide secretarial and clerical support to the PAR Committee and the Consulting Teachers as needed. The clerical secretary shall be supervised by the Associate Superintendent of Human Resources and given direction by the PAR Committee chair.
9. All business and action of the PAR Committee shall be conducted during scheduled PAR Committee meetings. All votes of the PAR Committee shall be conducted by secret ballot. The ballots will be counted at the time of the meeting by an administrator member and a teacher member of the PAR Committee. The results shall be reported to the PAR Committee at the same meeting as the vote was taken.
10. PAR Committee members may participate in training opportunities in areas such as but not limited to team building, verbal skills, adult learning theory, due process, PAR, BTSA (Marian Bergeson Beginning Teacher Support and Assessment System), and systematic observation techniques. The PAR Committee members must agree by a supermajority vote of at least 5 to 2 to the training in which members should participate.
11. The PAR Committee shall be responsible for the following:
 - a. Reviewing the evaluations of all PTs.
 - b. Establishing a pool of two (2) to five (5) eligible Consulting Teachers for each Participating Teacher. The Consulting Teachers shall be selected from a previously established list developed by the Recommendation Committee and selected and approved by the board.
 - c. The pool of two to five CTs shall be presented to the PT by one PAR Committee administrator member and one PAR Committee teacher member. These two PAR Committee members shall usually not be from the PT's site. Should a conflict exist, a nonmember of the PAR Committee may be appointed by the PAR Committee to take the place of one of the two PAR Committee presenters.
 - d. The PT will prioritize the CTs in the pool presented to them.

- e. The presenting PAR Committee members shall submit the prioritized list of CTs and the signed Authorization for Release of Confidential Personnel Records form to the PAR Committee chair for final assignment and notification by the PAR Committee.
- f. The PAR Committee chair shall notify the PTs, CTs, and the PT's evaluator of the final pairing. An administrator member of the PAR Committee shall give the site evaluator a copy of the signed form (see e above).
- g. The PAR Committee chair will submit a list of nonassigned PAR CTs to Human Resources to be notified that they have been reassigned to serve as CTs for TSP.
- h. Reviewing and approving the initial assistance plan for each RPT. Listening to oral reports and reviewing written interim reports offered by Consulting Teachers regarding the progress being made as outlined and defined in the referred teacher's assistance plan. These written interim reports will remain with the PAR Committee and will not be placed in the Referred Participating Teacher's personnel file.
- i. Reviewing the final report prepared by the Consulting Teacher. The Consulting Teacher's final report will be placed in the Referred Participating Teacher's personnel file.
- j. Forwarding the name of each participating teacher to the Superintendent for the Governing Board with the statement "After sustained assistance, was able to demonstrate satisfactory improvement" or "After sustained assistance, was not able to demonstrate satisfactory improvement." The vote will be taken by secret ballot. The overall vote associated with this statement shall be forwarded to the Superintendent.
- k. Selecting a training program for each consulting teacher. The selection will be determined by a supermajority vote of 5 to 2. In the first year, the training program will include BTSA and possibly other training opportunities agreed upon by the PAR Committee.
- l. Preparing an annual review of the impact of the PAR Program, including recommendations for improvement. The annual review report will be given to the District and LUTA.
- m. Sending written notification of participation in the PAR Program to all Participating Teacher(s), the Consulting Teacher(s), and the site administrators(s)/evaluator(s).

- n. Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.
 - o. PAR Funding will be the source of revenue to compensate teacher members of the PAR Committee, Consulting Teachers, training programs, release time, materials and other resources deemed necessary by the PAR Committee for a successful PAR program. Not more than 5% of the PAR budget will be used for administrative expenses. Any remaining funds may be used in support of the Teacher Support Program (TSP) part of the Faculty Assistance Program (FAP) and other assistance for new teachers. The PAR Committee will refrain from taking any actions which exceed the annual PAR funding provided by the state as reflected in the annual budget approved by the Governing Board.
- 12. The Associate Superintendent of Human Resources shall keep a permanent record of the following: (1) relevant contract language/side letters; (2) PAR budget; (3) letters of notification of participation in the PAR program; (4) PAR meeting minutes with date, time, members present, and action taken; (5) list of all eligible consulting teachers; (6) RPT ranking of consulting teachers; (7) authorization for release of confidential personnel records; (8) training materials; and (9) letters of notification of final vote regarding satisfactory improvement.
 - 13. All proceedings and materials related to evaluations, reports and other personnel matters shall be held strictly confidential by the PAR Committee members, Consulting Teachers, and participants in the PAR program with the understanding that the District may use materials contained in the personnel file as permitted by law.
 - 14. If observations are performed by administrative members of the PAR Committee, these observations shall be shared with the entire PAR Committee.

B. Consulting Teachers (CTs)

- 1. A Consulting Teacher (CT) in the PAR program is a teacher who provides assistance to a Participating Teacher. A CT shall have the following minimum qualifications:
 - a. Holds a valid California teaching credential.
 - b. Has achieved permanent status as a teacher in the Lincoln Unified School District. Note: must be permanent when applying.

- c. Has a minimum of five (5) years recent classroom instructional experience.
 - d. Shall not have an evaluation with a “needs improvement” or “unsatisfactory” rating within the previous two years.
 - e. Has demonstrated exemplary teaching ability, as indicated by:
 - effective communication skills
 - mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
2. Each CT applicant must submit an application to the Human Resources Office. All eligible applicants’ names and applications shall be forwarded to the Recommendation Committee for consideration. Applicants recommended by the Recommendation Committee will be forwarded to the Board of Trustees for possible selection. The Board of Trustees will select Consulting Teachers for the Faculty Assistance Program (FAP). After CTs for the PAR program have been selected, the remaining eligible teachers will become CTs for TSP. (See TSP B)
 3. The Associate Superintendent for Human Resources shall forward the CT applications of all eligible applicants (teachers in the board-approved pool of consulting teachers) to the PAR Committee.
 4. All finalists shall be observed by two members of the PAR Committee consisting of a District member and a teacher member. CTs shall be selected by the PAR Committee following classroom observations. Observations of CTs by two members of the PAR Committee within the last three years shall satisfy this requirement.
 5. All applications shall be treated with confidentiality.
 6. A CT shall be provided release time as needed. In addition to the regular salary, CTs shall receive a stipend of \$4,000 per school year.
 7. If training is held outside the regular school calendar year, the CT shall receive compensation at the short-term substitute rate.
 8. CTs will participate in a PAR training program as specified by the PAR Committee. Participation in other training opportunities may be necessary as determined by the needs of the PT/RPT. Training opportunities are subject to approval by the PAR Committee.
 9. CTs shall have the responsibility for no more than two (2) Participating Teachers. CTs shall assist Participating Teachers by

demonstrating, observing, coaching, conferencing, referring, or by other activities, which, in their professional judgment, will assist the Participating Teacher.

10. The pairing of the CT and the Participating Teacher is subject to the approval of the PAR Committee.
11. The PAR Committee will develop a list of the CTs who may be paired with each Participating Teacher. The CTs shall, whenever possible, have taught at least two years in the same grade span or subject area taught by the Participating Teacher. CTs may also disqualify themselves from working with a specific Participating Teacher. CTs will have the option to disqualify themselves prior to their identity being disclosed to the Participating Teacher. The PT will prioritize the CTs in the pool presented to them (Section 1, A, 11, b).
12. The CT will arrange a meeting with the Referred Participating Teacher (RPT) and evaluator to discuss the PAR Program, review the most recent evaluation of the RPT, develop the assistance plan, establish planned steps to improvement, and develop a process for determining successful completion of the PAR Program. The CT may observe the Participating Teacher before the development of the assistance plan. Based on these discussions and a possible classroom observation of the Participating Teacher, the CT will prepare an assistance plan for the PT which will list the steps for improvement.
13. The assistance plan shall be submitted to the PAR Committee for approval. If the plan is not approved by the PAR Committee, the Committee will consult with the CT, RPT, and evaluator about recommendations for needed changes. Adjustments to the plan may be made during the year.
14. As part of the improvement process, the CT shall conduct multiple observations of the Participating Teacher during classroom instruction. Some observations will be scheduled and shall have both pre- observation and post-observation conferences. Some observations will be unscheduled with only a post-observation conference. At least three observations will be unscheduled with only a post-observation conference.
15. The CT shall monitor the progress of the Participating Teacher and shall provide at least three written interim reports and updated contact logs (the log is limited to date and type of contact—no content necessary) to the Participating Teacher and the PAR Committee for discussion and review. These written interim reports will remain with the PAR Committee and will not be placed in the referred teacher's personnel file.

16. The CT for a VPT shall present updated contact logs at least three times during the year to the VPT and the PAR Committee.
17. The CT shall continue to provide assistance to the Participating Teacher until he or she concludes that the teaching performance of the Participating Teacher is satisfactory or that further assistance will not be productive.
18. The CT shall prepare a final report. The final report shall detail the progress or lack of progress made by the Participating Teacher and the current skill level of the Participating Teacher. The final report, at a minimum, will address each area of the previous evaluation which was marked below meets/exceeds District standards.
 - a. A copy of the CT's report shall be submitted to the Referred Participating Teacher for signature by the PAR Joint Committee Chair before it is submitted to the PAR Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report.
 - b. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report.
19. The final report will be shared with the PAR Committee and evaluator of the participating teacher. The Participating Teacher shall have the right to request a meeting with the PAR Committee and the CT, and to be represented at this meeting by the Association representative of his or her choice who is not a PAR Committee member. The request for a meeting shall be made to the PAR Committee chairperson.
20. The final report of the Referred Participating Teacher's participation in the PAR Program shall be placed in his or her personnel file. All materials related to evaluations, reports, and other personnel matters in the PAR program shall be kept confidential by the PAR Committee members, with the understanding that the district may use materials contained in the personnel file as permitted by law.

C. Participating Teachers (PT)

1. For the purposes of the PAR process, a teacher shall include all permanent certificated employees of the bargaining unit as defined in Article I. A Referred Participating Teacher (RPT) is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an overall unsatisfactory final evaluation or by

receiving an unsatisfactory rating in at least two (2) of the five (5) following instructional and professional responsibilities:

- Subject Matter Competence
- Classroom Climate
- Delivery of Instruction
- Lesson Planning
- Pupil Learning

See Section C.6 for length and terms of participation in PAR.

2. A Volunteer Participating Teacher (VPT) is a teacher with permanent status who volunteers to participate in the PAR program. Up to three (3) permanent teachers may be approved by the PAR Committee to enter the PAR process as a VPT. Prospective VPT's will submit their application to the PAR Committee by April 30. If a permanent teacher is reassigned to teach in a new grade level or subject after the April 30th date, the teacher may request to enter the PAR process as a VPT. The VPT may terminate his or his participation in the PAR Program at any time. The intent of voluntary participation is not to circumvent the mandatory aspect of the program. Therefore, a VPT shall be referred to the PAR process on a mandatory basis as determined by their annual evaluation.
3. All communication between the CT and a VPT shall be confidential and should not be shared with others, including the site principal and/or the evaluator, without the written consent of the VPT.
4. The Participating Teacher shall prioritize his/her choices from a list of CTs provided by the PAR Committee in accordance with Section 1(B)(11) above.
5. The final report of the CT shall be placed in the personnel file of the RPT. The RPT shall have the right of reply to the final report and said reply shall be appended to the report.
6. It is anticipated that a RPT will usually stay in the PAR Program for no more than one school year. RPTs may, under special circumstances, be required to remain in the program for a longer period of time if deemed necessary and approved by a unanimous vote of the PAR Committee or if a new evaluation requires the employee to participate again. However, a RPT will only be served for a maximum of two years in any five-year period. Voluntary participation in the PAR program shall not count against the two year maximum.
7. The Participating Teacher shall have the right to request a meeting with the PAR Committee and to be represented at this meeting by

an Association representative of his or her choice who is not a committee member. The request for a meeting shall be made to the PAR Committee chairperson.

8. Any concerns the RPT or VPT has regarding their assistance plan, their consulting teacher, or the PAR Program, shall be directed to the Joint Committee Chairperson.
9. The evaluator of a RPT will forward to the CT copies of written documents sent to the Participating Teacher if approved by the Participating Teacher on the release of information form (See Authorization for Release form—Appendix K).

Section 2 - Teacher Support Program (TSP)

A. The TSP part of FAP

1. Purpose: The primary function of a CT in the Teacher Support Program (TSP) is to provide assistance and guidance to new certificated staff; however, the TSP may also provide assistance to more experienced staff. In addition, CTs may participate in staff development and curriculum activities.
2. Each CT applicant must submit an application to the Human Resources Office. All eligible applicants' names and applications shall be forwarded to the Recommendation Committee for consideration. Applicants recommended by the Recommendation Committee will be forwarded to the Board of Trustees for possible selection. The Board of Trustees will select CTs for the Faculty Assistance Program (FAP). After CTs for the PAR program have been selected, the remaining eligible teachers will become CTs for TSP.
3. Funding for the implementation of TSP is dependent upon sufficient funds from the PAR program. Each CT will have a budget of up to \$350 per new teacher funded by the allowable excess funds from the PAR program.
4. Duties and Responsibilities: CTs may have the following responsibilities:
 - a. Present their areas of expertise to new and continuing teachers;
 - b. Provide needed assistance to new teachers;
 - c. Model effective instruction;
 - d. Observe and give feedback;

- e. Organize peer observations;
 - f. Organize and/or deliver professional development opportunities.
5. Length of Service: A CT selected for the (FAP) program will serve a term of one (1) year, which may be renewed annually by the Governing Board for up to three (3) years. CTs may apply for additional terms.
6. A CT shall be provided release time as needed. In addition to the regular salary, CTs shall receive a stipend of \$4,000 per school year.
- a. Effective July 1, 2003, some Sierra Middle School and Lincoln High School CTs may be given the choice of receiving the \$4,000 stipend or 20% (of a full contract) release time.
 - b. CTs choosing the \$4,000 stipend shall usually have no more than two (2) BTSA teachers on their caseload. CTs assigned the 20% release time shall usually have no more than five (5) BTSA teachers on their caseload.
 - c. Sierra Middle School and Lincoln High School CTs will indicate their preference of receiving a stipend or having release time on their application form.
7. Evaluation
- a. The TSP CT will provide a written report to the District Governing Board on completion of services.
 - b. Activities of the TSP CTs shall not be considered as part of his/her regular evaluation. However, this should not preclude any positive comments concerning performance.
 - c. At mutually agreed times, the TSP CTs may meet with the Superintendent or designee to assess progress of their programs.
 - d. TSP CTs are encouraged to report progress to appropriate staff, administrators, committees, etc.

B. Faculty Assistance Program Recommendation Committee

1. The teacher representation on the committee will consist of eight (8) members: four (4) teachers from the K-6/K-7-8 sites; one (1) teacher from the 7-8 site; and three (3) teachers from 9-12 sites.
2. One more than fifty percent (50%) of the members of the Recommendation Committee shall be certificated employees.
3. All certificated teachers interested in serving as members of the Recommendation Committee shall indicate their interest to the Association Representative at each site.
4. A three-part ballot will be developed. One part will reflect the elementary site nominees. A second part will reflect the middle school nominees. A third part will reflect nominees representing 9-12 sites. The committee will be chosen by secret ballot election conducted by the LUTA Representative at each site. Certificated teachers will have the opportunity to vote on the part which represents the majority of their assignment. A copy of the ballot will be forwarded to the Associate Superintendent of Human Resources.

C. Duties of the Recommendation Committee

1. The Recommendation Committee will review all CT applications forwarded by the Associate Superintendent of Human Resources. The committee shall formulate a non-ranked list of recommended first-year CTs from the applications for consideration by the Board. In addition, all returning CTs' names will be forwarded to the Board for consideration. The selection will be made by the Board the last meeting in April. A copy of the list of names forwarded to the Board shall be provided to the Superintendent and the LUTA President. When formulating their recommendations the committee shall consider, but not be limited to, the following:
 - a. Distribution of CTs throughout the schools.
 - b. The grade span and subject areas taught by the CTs.
2. The Board of Trustees will select the group of teachers serving as CTs from the recommendations made by the Recommendation Committee at their last meeting in April.

D. Miscellaneous

1. The District agrees to indemnify, hold harmless and provide a defense to PAR Committee members and CTs from any lawsuit or claim of any type arising out of the performance of their duties under the PAR program as provided by the California Government

Code. PAR Committee members and CTs shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to the Government Code.

2. Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. CTs shall continue all rights of bargaining unit members.
3. Tentative Timelines:

Post district priorities at all sites	February
Election of Recommendation Committee	February
CT applications due	By March 15
Rep Council selection of PAR Committee Members	By mid March
Recommendation Committee meets	By mid April
Board of Trustees selects CT for FAP	Last meeting in
April	
New PAR Committee meets to establish PAR (Section 1, A)	By early May
Current PAR Committee meets to approve final reports	By mid May
New PAR Committee meets to establish new PAR pairings	By mid May
4. All applications and report forms related to PAR will be mutually developed by the District and LUTA.

ARTICLE XX
ALLOCATION OF LOTTERY FUNDS

- A. Upon request, the District will inform the Association President of the monetary amount received in lottery allocations during the calendar year.
- B. All site committees established for the purpose of allocating lottery funds will include teacher representation. In the event the site committees are abolished the Association and the District shall meet in liaison and discuss the allocation of these funds.

ARTICLE XXI
REDUCED WORKLOAD PROGRAM

As dictated by District needs for part-time employees, qualified unit members may be allowed to participate in the Reduced Workload Program.

Section 1 - Eligibility

To be eligible, the unit member must:

- A. Have reached the age of fifty-five (55) prior to the reduction in workload.
- B. Have been employed in a full-time position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment, as accepted by the State Teachers' Retirement System.
- C. Must have reached a salary level equal to or higher than Step 12 of the teacher's salary schedule.
- D. The responsibility for eligibility determination and approval for participation rests with the District.

Section 2 - Participation Requirements

- A. The minimum part-time employment shall be equivalent of one-half (1/2) of the number of days of service required by the contract of employment during the last year served in a full-time certificated position. The unit member, with District approval, may work half time for the complete year or full time for a half year.
- B. The unit member shall be paid a salary that is the pro rata share of the salary that would have been earned had he/she not elected to enter the Reduced Workload Program.
- C. Both the unit member and the District shall contribute to the State Teachers' Retirement System in accordance with the Education Code.

Section 3 - Entitlement to Benefits, Etc.

- A. During the period of participation, the unit member shall be entitled to all other rights and benefits for which payments are made that would be required if employed full time, including health benefits as provided in Section 53201 of the Government Code.
- B. The unit member completing all requirements of the Reduced Workload Program shall receive a full year of service credit and of the retirement allowance, as well as any other benefits based upon the salary that would have been received if employed on a full-time basis.

- C. The unit member failing to meet any of the requirements enumerated in this Article will receive only that service credit based on the ratio of earnings to the earnable salary and will not receive the service credit that would have been received if employed on a full-time basis.

Section 4 - Continuing Part-Time Status

Unit members selected for participation in the Reduced Workload Program shall remain part-time employees for the duration of their employment in the District unless there is mutual agreement between the District and the unit member that he/she is to be reassigned to full-time employment.

ARTICLE XXII **ACADEMIC FREEDOM**

It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages.

ARTICLE XXIII **PERSONNEL FILES**

- A. Materials in all files involving the unit member shall be made available for the employee's inspection. Such materials shall not include ratings, reports or records which were compiled prior to the employment of the person. Unit members shall have the right to enter, and have attached to any derogatory statement, their own comments thereon.
- B. Upon written request from an employee, an annual review of the employee's personnel file shall be conducted with the Superintendent or designee present and the employee present. Material related to performance evaluation may be removed only by the Superintendent or designee when it is deemed to have no permanent value. Upon authorization by a unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file.
- C. Employee personnel files shall be controlled so that access is limited to

those whose duties require use of such filed materials. A current list of district employees having access to personnel files shall be provided to the Association.

- D. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log with each file indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made.
- E. No material kept in the employee's file may be transferred outside the district without prior review and consent of the employee.
- F. Material related to performance evaluation shall be placed in the personnel file only after such material has been signed and dated by the party placing the material in the file.
- G. School site personnel files shall be available for examination by an employee upon request. Within a reasonable time, an opportunity to review the file shall be scheduled. Opportunity will be provided to attach comments to any item in the file.

ARTICLE XXIV
COMPLETION OF NEGOTIATIONS

- A. During the term of this 2005-2008 agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter included herein except as provided below.
- B. The parties agree that bargaining may be reopened on any item by mutual consent.
- C. The terms and conditions of this 2005-2008 agreement shall be effective on the date of ratification by the Board of Trustees (except for those items expressly indicated as retroactive) through June 30, 2008. During negotiations for subsequent Agreement, this Agreement will remain in force and effective for an additional 90-day period.
- D. Reopeners during the 2007-2008 school year shall consist of two articles selected by LUTA and two articles by the District. Additionally, the parties agree to reopen the Wages Article and the Health & Welfare Article with the understanding that proposals shall not include any increases in earnings or the health benefit cap; however, the parties agree to negotiate the savings realized by the District by retirees opting out of health benefits.

By affixing their signatures on this Agreement, both signatures warrant that they have express authority to their respective bodies to approve and execute this Agreement.

BY: _____
Dr. Steve Lowder
Superintendent

BY: _____
Janet Olmstead
LUTA President

APPENDIX A

APPENDIX B

APPENDIX C

APPENDIX D

APPENDIX E

APPENDIX F

APPENDIX G

APPENDIX H

APPENDIX I

APPENDIX J

APPENDIX K

APPENDIX L

APPENDIX M

DISTRICT STANDARDS – CERTIFICATED

DISTRICT STANDARDS – SCHOOL NURSE

45	59	73
46	60	74
47	61	75
48	62	76
49	63	77
50	64	78
51	65	79
52	66	80
53	67	81
54	68	82
55	69	83
56	70	84
57	71	85
58	72	86

APPENDIX H

INITIAL SALARY PLACEMENT

- A. Bargaining unit members employed with outside experience will be given year-for-year credit up to nine years. A teacher employed with nine or more years of outside teaching experience will be placed on STEP 10 of the Teachers' Salary Schedule. This experience must have been obtained within thirteen (13) years immediately preceding employment by Lincoln Unified School District.
- B. Bargaining unit members initially employed with 75% or more of a year of service credit are given credit for a full year of service. Bargaining unit members initially employed with less than 75% of a year of service credit are not given credit for that year of service. This initial placement, and not the percent thereof, will serve as the base number for any future service credit.
- C. Substitute service does not count toward years of service credit.
- D. Employees who return to the District within 39 months from their date of resignation are placed on the salary schedule at the point reached when the resignation occurred. If the employee gained outside teaching experience within the 39 months, their prior district experience shall be combined with the experience obtained outside the District.

Employees who return to the District outside of the 39-month window are placed on the salary schedule with the same consideration as a new employee to the District.
- E. Prior to August 1, 1997, any employee who was offered an initial salary placement inconsistent with the Contract and for which written documentation exists to verify that an actual offer was made, not an error, will be y-rated (the salary in effect at the time of notification will be maintained until the correct salary schedule placement meets or exceeds that level).

SALARY ADVANCEMENT

- A. Effective July 1, 1998, full-time employees must work a minimum of 135 instructional days in order to receive service credit for salary placement purposes. Part-time employees must work a minimum of 75% of the instructional days of their contract year in order to receive service credit for salary placement purposes. As clarification, full-time employees who work, 134 ³/₄ days (one hundred thirty-four and three-fourths days) will not receive service credit for salary placement purposes. Service credit for part-time employees will be calculated in the same manner. Days of paid

sick leave (not including differential pay) shall be counted as work days for salary placement purposes.

- B. Service credit for part-time employees accumulates by adding the percentage of contract worked, i.e. an employee who works a 75% contract for three years will accumulate 2.25 years of service credit. When part time service reaches 75% or more, the employee is advanced to the next highest step on the salary schedule. Part-time experience will continue to accumulate based on the actual percent of service credit. This provision excludes reduced work load employees under Article XXI, Section 3 B.
- C. Effective August 1, 1995, days of paid sick leave (not including differential pay) will be counted as days of work. Employees whose salary placement will be affected by this change will be compensated for the differences beginning with the 1996-97 school year. Therefore, a change experienced during the 1995-96 school year will not be reimbursed.
- D. Effective August 1, 1980, an employee whose contract changes during the year will only be given service credit for the greater contract if they work at least one full semester or more than 50% of the year at the greater contract percentage. Employees whose salary placement will be affected by this change will be compensated for the difference beginning with the 2000-2001 school year. Therefore, a salary placement change prior to the 2000-2001 school year will not be reimbursed or compensated.
- E. Employees will be placed in accordance with their years of service credit and semester units beyond a bachelor's degree. However, an employee may only be placed on a longevity step after serving one full year at Step F-13.

Effective July 1, 2001, employees will be placed in accordance with their years of service credit and semester units beyond a bachelor's degree. An employee who has acquired sufficient years of service and semester units to be placed beyond Step F-13 will be placed at the appropriate step without having to serve one year at Step F-13.

- F. The type of credentials or credential waiver held by the employee will not adversely affect salary advancement. (This includes, but is not limited to, intern, emergency, clear professional and preliminary credentials.)