

LOWELL JOINT  
SCHOOL DISTRICT



**2016-2019**

CONTRACTUAL AGREEMENT

**LJSD and LJEA/CTA/NEA**



LJEA  
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**ARTICLE 1**  
**AGREEMENT**

- A. The articles and provisions contained herein constitute a bilateral and binding Agreement by and between the Governing Board (hereinafter referred to as "Board") of the Lowell Joint School District (hereinafter referred to as "District") and the Lowell Joint Education Association/California Teachers Association/National Education Association LJE/CTA/NEA (hereinafter referred to as "Association"), an employee organization.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 through 3549, of the Government Code.
- C. The parties agree that the provisions of this Agreement shall not be interpreted or applied in a manner that is arbitrary, capricious or discriminatory.
- D. This Agreement shall remain in full force and effect from July 1, 2016, through June 30, 2019. The Agreement shall be closed for the 2016-17 school year. As applicable to the 2017-18 and 2018-2019 school years, the parties agree to limit reopener negotiations to only Article XXIII (Salaries) and one other article as designated by the District and one other article as designated by the Association.

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**ARTICLE 2**  
**RECOGNITION**

A. The Board recognizes the Association as the exclusive representative of and limited to the following certificated unit members:

1. Regular Classroom Teachers employed on a contractual basis;
2. Special Education Teachers;
3. Language, Speech and Hearing Specialists;
4. Teacher on Special Assignment

B. It is further agreed that the Association shall not seek unit clarification or amendment to this provision from the Public Employment Relations Board unless there are newly created positions in the District that are not in the foregoing title groupings.

**ARTICLE 3**

**MANAGEMENT RIGHTS**

- A. The Board retains all of its vested rights and powers to manage, direct and control the affairs of the District, except as limited by the terms of this Agreement.
- B. The Board may take whatever actions it deems necessary to protect the health, safety and welfare of the students in an emergency situation.
- C. An emergency shall exist by "acts of God" and other events, as defined in applicable laws and precedential legal cases within California or the United States Com1s. An emergency may also include any acts or events beyond the control of the District.
- D. The Board agrees to act in a reasonable manner in exercising its rights in an emergency situation by refraining from arbitrary and capricious action that would nullify provisions of the Agreement.

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**ARTICLE 4**  
**DEFINITIONS**

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- 3 A. "Unit Member" refers to any certificated employee who is a member of the bargaining  
4 unit, as enumerated in Article II, Recognition, and therefore, is covered by the provisions  
5 of this Agreement.
- 6 B. "Temporary Unit Member" refers to one who is employed between August 1 and June 30  
7 of any year, has no seniority, is not permanent, and is covered by the provisions of the  
8 Education Code.
- 9 C. "Probationary Unit Member" refers to one who has taught in the District for less than two  
10 (2) complete consecutive years in a probationary position.
- 11 D. "Permanent Unit Member" refers to a unit member who has met the requirements for  
12 permanent status as set forth in the Education Code, including employment in a  
13 certificated position for two (2) complete consecutive school years and the beginning of  
14 employment for the third consecutive school year with the District.
- 15 E. "Staff Member" refers to one who has taught at a site for at least seventy-five (75)  
16 percent of one (1) school year.
- 17 F. "Part-Time Unit Member" refers to one who works less than full-time and is covered by  
18 the provisions of the Education Code.
- 19 G. "Unit Member's Work Day" refers to that period of time that a unit member is requested  
20 to report for work each day, and extends to a particular time of each day that the unit  
21 member is released from work.
- 22 H. "Work Day" refers to any day that the offices of the District are open for business.
- 23 I. "School Day" refers to the maximum length of time that students are required to be in  
24 school each day. This period of time includes all instructional time, recess periods and  
25 lunch periods.
- 26 J. "Instructional Day" refers to that portion of the school day that is devoted to the direct  
27 instruction of students in a District-approved content area.
- 28 K. "Daily Rate of Pay" means the unit member's annual salary divided into the number of  
29 days the unit member is required by the Board to be present at school.
- 30 L. "Board" shall mean the Governing Board of the District.



- 2 M. "Association" shall mean the Lowell Joint Education Association/California Teachers  
3 Association/National Education Association, LJEA/CTA/NEA, herein referred to as the  
4 exclusive representative of certificated bargaining unit members.
- 5 N. "Agreement" shall refer to the bilateral and binding written contract agreed upon the  
6 Association and the Board under the provisions of Chapter 10.7, Sections 3540 through  
7 3549 of the Government Code.
- 8 O. "PERB" shall refer to the Public Employment Relations Board of the State of California.
- 9 P. "State Conciliation" refers to the California Conciliation Service of the State of  
10 California.
- 11 Q. "Modified Day" shall mean a day in which the regular dismissal time for students in  
12 grades TK-8 varies from normal practice and where the dismissal of students takes place  
13 no earlier than 12:30 P.M., unless otherwise designated by the Superintendent.  
14 Modified days shall be scheduled for each Monday during the school year. The modified  
15 day immediately prior to the date upon which report cards are due shall be reserved to  
16 unit members completing report cards and grades.
- 17 R. "Minimum Day" shall mean a day in which the regular dismissal time varies from normal  
18 practice and dismissal of students takes place no earlier than 1:00 p.m., unless otherwise  
19 designated by the Superintendent. Minimum days shall include but not be limited to the  
20 first/last day of school, Back to School Night, Open House, and teacher conference days.
- 21 S. "Personnel File" shall mean the file kept in the Personnel Office for unit  
22 members.
- 23 T. "Grievance File" shall mean a separate file kept in the Personnel Office for unit  
24 members.
- 25 U. "Shared Teaching" is a plan initiated by a permanent unit member whereby two (2) unit  
26 members share voluntarily the teaching responsibilities of one (1) full-time position.
- 27 V. "Consulting Teacher" is a classroom teacher with tenure status selected to perform the  
28 duties and responsibilities in accordance with the provisions of Article XVII, Peer  
29 Assistance Review Program (PAR).  
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**ARTICLE 5**

**NON-DISCRIMINATION**

- 2
- 3 A. The Board shall not discriminate against any unit member because of his/her exercise of
- 4 rights guaranteed by Education Code Sections 200-212.6, nor shall the Board
- 5 discriminate against any unit member on the basis of disability, gender, gender identity,
- 6 gender expression, nationality, race or ethnicity, religion, sexual orientation.
- 7 B. The District and the Association mutually agree that the employer's duties under the
- 8 Americans with Disabilities Act are:
- 9 1. Both will provide reasonable accommodation to persons with disabilities.
- 10 2. A unit member seeking an accommodation has the right to be represented by the
- 11 Association in discussions with the District regarding such accommodation. Employees
- 12 C. are prohibited from engaging in sexual harassment. This prohibition applies
- 13 to all employees, including supervisory and management personnel. The District shall
- 14 prohibit sexual harassment of unit members. The timelines for the regular grievance
- 15 procedure are tolled if a unit member chooses to pursue a complaint through the sexual
- 16 harassment complaint procedure established by the District under Education Code
- 17 Sections 212.5 and 212.6. All sexual harassment investigations and all discipline
- 18 imposed pursuant to the District's sexual harassment policy shall be subject to the
- 19 relevant provisions of this agreement.
- 20 D. Sexual harassment of or by any employee shall not be tolerated. The Board considers
- 21 sexual harassment to be a major offense that may result in disciplinary action or dismissal
- 22 of the offending employee. Pursuant to Education Code 212.5, unwelcomed sexual
- 23 advances, requests for sexual favors and other verbal, visual, or physical conduct of a
- 24 sexual nature, made by someone from or in the work or educational setting, under any of
- 25 the following conditions:
- 26 1. Submission to the conduct is explicitly or implicitly made a term or a condition of
- 27 an individual's employment, academic status, or progress.
- 28 2. Submission to or rejection of the conduct by the individual is used as the basis of
- 29 employment or academic decisions affecting the individual.
- 30

2 3. The conduct has the purpose or effect of having a negative impact upon the  
3 individual's work or academic performance, or of creating an intimidating,  
4 hostile, or offensive work or educational environment.

5 4. Submission to or rejection of the conduct by the individual is the basis for any  
6 decision affecting the individual regarding benefits, services, honors, programs or  
7 activities available at or through the educational institution.

8 E. An employee who feels that he/she is being harassed is encouraged to immediately report  
9 such incident to the immediate supervisor of the accused employee or the appropriate  
10 administrative official without fear of reprisal. The Superintendent shall be informed of  
11 all such complaints and will assist in the investigation and resolution of complaints.

12 F. Complaints involving sexual harassment shall not be subject to any requirement that  
13 would cause the employee to resolve the complaint directly with the offending person.

14 G. The provisions of this Article shall not be subject to the contractual grievance procedures  
15 (Article IX- Grievance Procedure).  
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**ARTICLE 6**

**NEGOTIATION PROCEDURES**

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- A. In the final year of this Agreement and Amendments, not later than the last Monday in February, the Association shall submit its initial proposal for a successor agreement and/or reopeners in accordance with Article I, Agreement, and all subsequent proceedings shall be in accordance with the provisions of Government Code Chapter 10.7, Sections 3540 through 3549.
- B. Not later than the last Monday in March, both parties shall meet and negotiate in good faith. Any agreement reached between the parties shall be reduced to writing and signed by both parties.
- C. Either party may utilize the services of outside consultants to assist in the negotiations. Fees for such services are to be borne by the party requesting said services.
- D. The Association shall designate up to eight (8) representatives, including the Association President and Vice President, for purposes of official meeting and negotiating sessions annually. These Association representatives who are District employees shall receive a total maximum allowance of fifty (50) one-half ((1/2) days of released time, without loss of compensation, for purposes of meeting and negotiating with the Board's Representative(s). No more than two (2) consecutive one-half (1/2) days of released time, as described herein, may be used without the mutual agreement of both parties. An additional fifty (50) one-half (1/2) days of released time may be used by the representative of the Association, provided that the costs incurred in providing the necessary substitutes be borne by the Association. If additional one-half (1/2) days beyond the one hundred (100) one-half (112) days are necessary, these shall be arranged by mutual agreement of both parties with the costs incurred for substitutes being shared by the Board and the Association.

**ARTICLE 7**

**ASSOCIATION RIGHTS**

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- 3 A. The Association and its members shall have the right of access at reasonable times to
- 4 areas in which members they represent usually gather. Such access shall not interfere
- 5 with the instructional day for students.
- 6 B. The Association shall have the right to make use of District institutional facilities within
- 7 the bounds of reason. When school facilities are to be used, such use shall not interfere
- 8 with the instructional program for students. Use of school buildings shall be requested as
- 9 provided for by District Policies 7100 et seq. Forms may be acquired from the
- 10 Switchboard Operator-Receptionist at the District Office. Prior request for use of a
- 11 facility by other organizations shall be honored and shall not be preempted by the
- 12 Association.
- 13 C. The Association shall have the right to post notices of activities and matters of
- 14 Association concern on Association bulletin boards, at least one of which shall be
- 15 provided in each school building in areas frequented by unit members.
- 16 D. The Association may use the District mail services and teacher mailboxes for
- 17 communications to unit members.
- 18 E. The Board shall continue to send at least two (2) copies of Board Agenda and Minutes of
- 19 each meeting to each building, to be posted in a conspicuous place.
- 20 F. Agenda, Minutes and Supporting Data shall be sent to the Association President, Vice
- 21 President and Chairperson of the bargaining team.
- 22 G. The Association shall designate no more than five (5) unit members to receive leaves of
- 23 absences, with daily substitutes to be paid by the Association for Association business not
- 24 to exceed a total of twenty (20) days of leaves of absence. No more than two (2)
- 25 designated unit members may be absent simultaneously and no designated unit member
- 26 may be absent more than three (3) consecutive days.
- 27 II. Every first and third Tuesday of each month shall be set aside for Association Executive
- 28 Board Meetings. The second (2nd) and fourth (4<sup>th</sup>) Tuesday of each month shall be set
- 29 aside for Association meetings. Members or their alternates shall be allowed to attend
- 30

Association meetings immediately following the conclusion of the student instructional day.

- I. Names, addresses, telephone numbers, and District emails of all unit members shall be provided to the Association no later than November 1 of each school year.
- J. Upon advance notice of five (5) working days by the Association President to the Superintendent and approval by the Superintendent, which shall not be unreasonably withheld, all unit members shall be allowed to attend Association general meetings no less than fifteen (15) minutes after the last student is dismissed.
- K. The Association shall be provided at least one-hour during new teacher orientation day to meet with new teachers regarding Association business. Such meeting time shall be mutually arranged between the Superintendent and Association President and typically occur during the time provided for lunch.

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## ARTICLE 8

### ORGANIZATIONAL SECURITY AND PAYROLL DEDUCTIONS

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- A. The Association and the Board agree that any unit member who is a member of the Association at the time this Agreement becomes effective, or who enrolls in membership by signing and delivering to the District an assignment authorizing payment of unified membership dues in the Association during the term of the Agreement, shall maintain such membership for the term of the Agreement and amendments year-to-year, unless revoked in writing pursuant to the provisions of the Government Code Section 3540 et seq. or otherwise revoked with the approval of the Association.
1. The Board shall guarantee said maintenance of membership to the Association by enforcing the payment of dues by unit members required under the terms set forth above and provisions of the Education Code and Government Code.
  2. The District shall be held safe and harmless from any costs of litigation resulting from the enforcement of the payment of dues.
  3. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months.
  4. Deductions for unit members who signed such authorization after commencement of the school year shall be appropriately prorated to complete the annual payment by the end of the school year.
  5. Unit members who currently have authorization cards on file for the above purposes need not be resolicited.
- B. The right of payroll deduction check-off privileges for payment of organization dues shall be accorded by the Board exclusively to the Association and shall not be accorded to any other organization whose members are part of the bargaining unit represented by this Agreement.
- C. With respect to all sums deducted by the Board pursuant to authorization of the unit member for membership dues, the Board agrees to promptly remit such monies to the Association, along with an alphabetical list of unit members for whom such deductions

2 have been made, and indicate any changes in personnel from the list previously  
3 furnished.

4 D. Payroll Deductions. The Board, when drawing an order for the salary payment due a unit  
5 member, shall reduce the order by the amount that has been requested in a revocable  
6 written authorization by the unit member to deduct for any or all of the following  
7 purposes:

- 8 1. Paying premiums on any policy of certificated group life insurance for the benefit  
9 of the unit member or for group disability insurance, or both, for the benefit of the  
10 unit member or unit member's dependents.
- 11 2. Paying rates, dues, fees or other periodic charges on any hospital service contract  
12 for the benefit of the unit member or the unit member's dependents.
- 13 3. Paying periodic charges on any medical and hospital service agreement or  
14 contract for the benefit of the unit member or the unit member's dependents.
- 15 4. Professional unified dues of the Association, credit plans, donations and such  
16 items as approved by the Board.

17 E. The Association agrees to furnish any information needed by the Board to fulfill the  
18 provisions of this article.

19 F. The District agrees to comply with the provisions of SB 1960 as long as the law remains  
20 in effect.  
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**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

A. Purpose

1. It shall be the intent of the District to establish reasonable and effective means of resolving informal complaints and grievances of unit members who feel there has been a violation, misinterpretation, misapplication, or inequitable application of the provisions of this Agreement, any provisions of the Education Code or other laws pertinent to the unit member, and District Board Policy or regulation. It is essential that full cooperation be given to all to achieve these goals. All parties concerned agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. This procedure shall not be utilized to amend, modify or rescind any Board Policies or provisions of this Agreement.
2. No unit member shall suffer reprisal or reduction of status as a result of having presented a grievance or having represented another unit member in the grievance procedure.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in a personnel file of any of the participants.

B. Definitions

1. "Grievance" is a claim by a unit member who represents himself/herself, other unit members or the Association, that there has been a violation, misinterpretation, misapplication, or inequitable application of the provisions of this Agreement, any provisions of the Education Code or any other laws pertinent to the unit member, and District Board Policies or regulations.
2. "Grievant" is the unit member, unit members or the Association making the claim.

C. Representation

1. When it is mutually agreed by the Superintendent or designee and the President of the Association that it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the instructional day, a representative shall be released without loss of pay in order to permit participation in the foregoing activities. Written notification for release shall be given to the immediate supervisor by the Superintendent or designee. Any unit member who is requested to appear at such investigations, meetings or hearings shall be accorded the same right.
2. Any unit member requested to appear at such investigations, meetings, or hearings shall have the right of refusal except where required by legislative process. Refusal to appear shall not cause reprisal or reduction in status.

D. Progression

The grievant must progress through all levels of the procedure, except:

1. The grievant may elect to halt the procedure at any level.
2. If PERB rules that the Association must bear the grievant's share of the costs for fact-finding, the grievant may not request fact-finding without the express consent of the Association.

E. Procedure for Presentation of a Grievance.

1. First Level – Informal Review. A unit member who has a complaint or grievance shall follow the procedure stated below. It is recognized that by following this procedure, complaints or grievances may be resolved before they become serious enough to file a formal grievance.
  - a. Within fifteen (15) working days from the occurrence of an event upon which the complaint or grievance is based, or within fifteen (15) working days of his/her knowledge thereof, the grievant shall discuss the problem at a preannounced meeting with the immediate supervisor.
  - b. Either party may have a representative present at the meeting. The representative chosen by the immediate supervisor at this level shall not be

the Assistant Superintendent or the Superintendent. The representative chosen by the grievant shall be the building representative.

- c. If at the end of the meeting, progress toward resolving the complaint was made but not fully resolved, subsequent meetings at this level may be held with the mutual agreement of the parties.
- d. If at the first meeting, resolution of the problem is not possible, the grievant may progress to the second level.

2. Second Level – Formal Review by Immediate Supervisor. If the complaint or grievance has not been resolved at Level One, a formal grievance shall be filed in writing with the grievant's immediate supervisor.

- a. Such request shall be made in writing on a District grievance form and must be filed within ten (10) working days of the informal level meeting.
- b. The immediate supervisor may schedule a meeting with the grievant or may decide the grievance without holding a further meeting.
- c. In any event, the immediate supervisor must render a decision in writing and deliver the decision to the grievant, either by mail or by personal delivery, within ten (10) working days of receipt of the grievance.

3. Third Level – Formal Review - Superintendent. If the grievant is not satisfied with the decision at Level Two, he/she may file a grievance on a District grievance form with the Superintendent, for review by the Superintendent within ten (10) working days after receipt of the fact-finders report by the grievant. If the grievant requests a review of the grievance by the Superintendent, the following procedure shall be used:

- a. Within ten (10) working days after receipt of the written request for review, the Superintendent shall schedule a mutually convenient date for a meeting within the next ten (10) working days. The grievant and representative of his/her choice, if desired, shall meet with the immediate supervisor, a representative of the immediate supervisor, if he/she so desires, and the Superintendent.

2           b.       The results of this conference shall be reduced to writing by the  
3           Superintendent and forwarded to the grievant, with copies to all parties  
4           involved, within ten (10) working days of the conference.

5           4       FOURth Level – Fact Finding. If the grievant is not satisfied with the decision at  
6           Level Three, the grievant may request that the grievance be submitted to fact-  
7           finding or to the next level.

8           a.       Such request shall be made in writing on a District grievance form to the  
9           Superintendent within ten (10) working days of delivery of the Level Two  
10          response.

11          b.       The grievant may request a mutually acceptable impartial third party from  
12          an outside agency (such as PERB or State Conciliation) to serve as fact-  
13          finder. Such selection shall be by mutual agreement of the grievant and  
14          the Superintendent or designee.

15          c.       If mutual agreement is not reached within five (5) working days of the  
16          request for the fact-finding, then the fact-finder shall be selected by  
17          alternately striking names from a list provided by the State Conciliation.  
18          The party to strike the first name shall be determined by flip of the coin.

19          d.       The cost of the fact-finder shall be equally borne by the grievant and/or  
20          the Association and the District.

21          e.       Any cancellation charge of the fact-finder shall be borne by the party  
22          canceling, except if the matter is settled, then the costs shall be borne  
23          equally.

24          f.       If any question arises as to whether or not the grievant has followed this  
25          grievance procedure and met all of the time lines, such question shall be  
26          reviewed and determined initially by the fact finder.

27          g.       The fact-finder's report with recommendations shall be reduced to writing  
28          and forwarded to all parties concerned.

29          h.       If the grievant is satisfied with the report of the fact-finder and the  
30          subsequent actions of the administration, he/she may elect to halt the  
            grievance proceedings.

- 2 5. Fifth Level – Formal Hearing- Board of Trustees. If the grievant is not satisfied  
3 with the decision of Fact Finding at Level Four, he/she may request on a District  
4 grievance form a formal hearing with the Board within ten (10) working days  
5 after receipt of the written results. If the grievant requests a formal hearing with  
6 the Board, the following procedure shall be used:
- 7 a. Within twenty (20) working day of receipt of the request, a formal hearing  
8 shall be scheduled with the Board.
  - 9 b. The Board shall hold a formal hearing at which time any relevant  
10 information, written or oral, may be presented by all parties. Such  
11 information may or may not have been submitted at a prior level.
  - 12 c. The Board shall review the information presented at the hearing and  
13 render a written decision to all parties involved.
  - 14 d. After the formal hearing, any review by the Board of the record, briefs, or  
15 oral information must be heard exclusively by the Board without the  
16 presence of any persons or in the presence of all parties involved, except  
17 the Board may utilize counsel to assist it in discharging any of its duties  
18 under this article.
  - 19 e. The decision of the Board shall be final and conclusive, except if the  
20 Board does not render a decision within twenty (20) working days of the  
21 hearing, or in the event they elect not to hold a hearing within twenty (20)  
22 working days of the receipt of written request, the recommendation of the  
23 fact-finder shall become the decision of the Board.
- 24 6. Sixth Level – Court Appeal. If the grievant is not satisfied with the decision of  
25 the Board at Level Five, he/she may appeal to a court of competent jurisdiction.  
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ARTICLE 10

TRANSFERS AND ASSIGNMENTS

A. Definition

1. "Transfer" is a change of assignment from one school to another, or from a school to the District Office.
2. Any unit member may apply to the Personnel Office for a transfer. Application forms for such transfers are available at any time in the Personnel Office. A copy of this application form shall be given to: (a) the applicant; (b) the Superintendent; and (c) the principal involved.
3. By no later than the last working day, unit members requesting transfers shall receive from the Personnel Office a written disposition of the transfer request and reasons for such disposition. This notice shall be sent to the unit members' District email addresses.

B. Voluntary Transfers

1. Transfer shall be determined on the basis of one or any combination of the following, whichever shall be in the best interests of the unit member and the District:
  - a. Credential to perform the required service;
  - b. Demonstrated competency;
  - c. Experience related to the new assignment;
  - d. Seniority in the District.
2. Whenever vacancies occur within a school, the immediate supervisor, after notifying the entire certificated staff in that school of the vacancy, shall attempt to fill such vacancies with personnel already employed at that school, consistent with the qualifications listed in Provision B.1 above.
3. The assignment to teach a combination class will be shared equally within a grade if possible.
4. Except as required by law, remaining vacancies shall be publicized throughout the District to allow qualified District personnel to apply for such vacancies prior to filling the position. If a vacancy occurs during the school year, it shall be filled as

soon as possible from those qualified personnel who have applied for a transfer consistent with qualifications listed in Provision B.1 above.

5. If a vacancy occurs when school is not in session, notification shall be sent electronically through District email to all unit members.
6. Whenever it becomes necessary to transfer instructional personnel, every attempt shall be made to fill such vacancies on the basis of voluntary transfer, which shall be consistent with the qualifications listed in Provision B.1 above. No unit member shall be pressured to seek a voluntary transfer.
7. Whenever possible, transfers should be made and completed by May 1 of the current school year, recognizing that unexpected vacancies may necessitate additional reassignment.
8. When both voluntary and involuntary transfers are needed to fill positions in the District, voluntary transfer requests will be completed before placing involuntary transfers.

C. Involuntary Transfers

1. Notice of any proposed involuntary transfer shall be given to the affected unit member by the immediate supervisor no less than five (5) working days prior to the effective date of the transfer. Basis for involuntary transfers are limited to:
  - a. Declining enrollment;
  - b. Reduction, addition or elimination of service;
  - c. Unanticipated changes in enrollment by school or grade level;
  - d. School closure;
  - e. Balance of class size;
  - f. Documented deficiencies in performance;
  - g. District's belief that a transfer will better serve the needs of the students and/or the District;
  - h. Movement of a class from one site to another.
2. Determination of the unit member to be involuntarily transferred shall be based upon one or more of the following: Credential to perform required service and/or

demonstrated competency with respect to the program at the affected school, available openings in other school and seniority in the District.

3. Whenever an involuntary transfer is made by the administration, the affected unit member may request and receive conference with the immediate supervisor and/or a District administrator to discuss the reasons for such action prior to the effective date of the transfer. Also, within ten (10) working days after the effective date of the transfer, the unit member may request and, within five (5) working days of the request, shall be furnished a written statement signed by an authorized administrator setting forth the specific reason(s) for making the involuntary transfer.

4. Any unit member who is involuntarily transferred shall have first priority to request any existing vacancies at the time of the transfer.

5. If a vacancy occurs, consistent with Provision B.2 above, at the school from which a unit member has been involuntarily transferred or within the District, such unit member shall be notified of the vacancy and given the opportunity to request to return to the school or request transfer to any vacancy in the District.

6. For the reason described in Provision C.1.f above, a unit member may only be transferred once during a three (3) year period. If such a transfer is contemplated, the unit member shall be given thirty (30) working days notice to allow the unit member an opportunity to improve his/her performance.

D. Assignments Whenever possible, unit members shall be notified in writing of their anticipated assignments, and with intermediate level unit members, the subject to be taught, by no later than the end of the first week in May.

E. Misassignments

1. Unit members shall be assigned or reassigned to classes consistent with their credentials and major and/or minor subjects of study. Where exceptions are permitted, they shall occur only by mutual agreement between the unit members affected and the District.

2. Upon employment, assignment or reassignment, a unit member shall be advised by the District of the provisions of SB 435 (1987), Chapter 1376.



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F. School Closings. When a school is closed, the vacancies occurring at the receiving schools shall be filled from both the faculties of the receiving schools and the closed school before other involuntary transfers are considered. Whenever possible, the unit members being involuntary transferred from a closed school shall be given an equal opportunity to request those vacancies along with those staff members currently assigned to the receiving schools. The criteria listed in Provision 8.1 of this article shall be utilized for filling the aforementioned vacancies. Any remaining vacancies shall be filled in accordance with the provisions of this article.

G. School Openings. When a closed school is reopened, unit members shall be given first priority for filling positions at the school, based on the following procedures:

1. A list of positions to be filled at the school shall be posted at each school in the District, if possible, by June 1;
2. All teachers may apply;
3. Positions shall be filled by unit member applicants, by involuntary transfers pursuant to Provision C of this article, or by new personnel, but not necessarily in that order.

**ARTICLE 11**  
**SUMMER SCHOOL**

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- 3 A. All regularly employed unit members shall receive first consideration for employment in
- 4 the District's summer session.
- 5 B. The salary for the teaching days of the summer session shall be one-tenth (1/10) of the
- 6 annual salary paid Class III, Step 1, of the salary schedule in effect during the month of
- 7 June in which the summer session occurs.
- 8 C. One (1) additional day with pay prior to the first teaching day may be included for
- 9 necessary preparation. The pay for this first day shall be at the same daily rate as each of
- 10 the teaching days in the summer session.
- 11 D. The working day for unit members shall be one-half (1/2) hour before school starts and
- 12 shall end when students are no longer in attendance and other professional duties are
- 13 completed.
- 14 E. For the summer session, one (1) day of sick leave shall be granted to each member as of
- 15 the last working day of that regular school year. If this day is not utilized, it shall be
- 16 added to the unit member's accumulated sick leave total. No more than one (1) day of
- 17 sick leave may be utilized in any summer session.
- 18 F. The selection of teachers to serve in the Special Education, including Pre-School classes
- 19 shall be as follows:
- 20 I. First priority of assignment shall be given to teachers who instruct those students
- 21 during the school year.
- 22 2. If the teachers mentioned in Provision F.1 above do not apply or are unavailable,
- 23 the positions shall be filled by other qualified applicants based on seniority.
- 24 G. The selection of Language, Speech, and Hearing Specialists shall be filled by qualified
- 25 applicants based on seniority.
- 26 H. The selection of teachers to serve in regular education TK-8 programs shall be selected
- 27 based on seniority, unless special programs require special expertise (i.e. Industrial Arts,
- 28 Foreign Language, etc.).
- 29 I. All applicants must possess the appropriate credentials for the available position.
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J. The District reserves the right to reject the application of any unit member. Upon request, the unit member shall be given the reason for such rejection in writing by the Superintendent or designee.

**ARTICLE 12**

**TRAVEL**

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Unit members who are assigned to two (2) or more schools shall be compensated for the expenses in their travel at the rate of a minimum of Thirty Dollars (\$30.00) per month.

ARTICLE 13

**WORKING ENVIRONMENT**

A. Teaching Conditions

1. It is the intent of the District to utilize trained non-bargaining unit personnel and bargaining unit personnel who have volunteered to be trained to provide or conduct specialized health procedures including, but not limited to, dispensing medicine, catherizations, crede, diapering, injections, ileostomies, colostomies, gastrostomies tracheotomy, suction, oxygen, gavage feeding and draining.
2. An emergency shall include a life-threatening or serious health condition that requires immediate implementation of a specialized health-care procedure.
3. Whenever possible, a pre-placement meeting shall take place at the local site with the employees who will be directly involved with a student who needs specialized health care services to discuss the implementation of specialized health care procedures.

B. Teaching Equipment and Materials

1. The District shall continue in its current practices and efforts to provide:
  - a. Current texts, library reference materials, maps and globes and laboratory equipment;
  - b. An annual evaluation of audio-visual equipment for necessary repairs and replacement;
  - c. Sufficient District-adopted materials for each student at each grade level;
  - d. A sample set of District-selected textbooks at the Instructional Materials Center at the District Office;
  - e. A periodic evaluation of materials used for district-wide evaluation.
  - f. At least one operable device in each unit member's or unit members' classroom to run current programs/software required by the District. At least twice a year, the District and LJEAs shall meet to discuss and review new technologies, programs/software, and classroom equipment needs related to instructional delivery.

2. Unit members shall not be required to work under unsafe conditions or to perform tasks that endanger their health and safety.

3. Except when necessary, repairs and maintenance of classrooms shall be made at a time that shall not interfere with the instructional program. Should the health, safety or welfare of students be endangered, immediate action shall be taken to correct the problem.

C. Teaching Facilities

1. Each unit member shall have one serviceable desk and chair for each student in each classroom.

2. Each unit member shall have access to a teacher's desk and chair.

3. Whenever possible, each school shall have at least one room to utilize as a library.

4. Repairs of audio-visual equipment and other instructional devices shall be made as soon as possible by qualified repair personnel. If an item cannot be repaired within one (1) week, the District shall make a conscientious effort to provide an adequate replacement for use during the repair period.

D. Safety Conditions of Employment

1. Unit members shall be provided coverage under the terms and conditions of the District Workers Compensation Program and illness leave provision for any injury or illness arising out of or in the course of their employment.

2. A unit member has the responsibility to submit written recommendations to the District regarding:

a. The maintenance of safe working conditions, facilities and equipment repairs and modifications;

b. Compliance with applicable standards of the California Occupational Safety and Health Act (OSHA);

c. Compliance of other standards under the California State Compensation Insurance Fund;

d. Compliance with the provisions of the School District Fire and Liability Insurance Program.

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3. A unit member may suspend for good cause any student from his/her class for the day of the suspension and the day following.
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- a. The unit member shall immediately report the suspension to the principal for appropriate action;
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- b. The unit member shall ask the parent or guardian of the student to attend a parent conference regarding the suspension. A school administrator shall attend the conference if the unit member or the parent or guardian so requests;
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- c. The student shall not be returned to the class from which he/she was suspended during the period of the suspension without the concurrence of the unit member of the class and the principal;
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- d. A written description of the rights and duties of all administrators and unit members with respect to student discipline, including the use of corporal punishment and the rights of a suspended student, shall be available to each unit member at the beginning of each school year.
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4. The unit member may use reasonable force in protecting safety of students and/or their person in accordance with the provisions of the Education Code.
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5. Unit members shall immediately report cases of assault and/or battery or violations of Education Code Sections 44810, 44811 or 44812 suffered by them in connection with their employment to their principal or other immediate supervisor.
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- a. The immediate supervisor shall immediately report the incident to law enforcement agencies.
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- b. Such notification shall be immediately forwarded to the Superintendent.
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- c. The unit member may request from the immediate supervisor information relating to the incident and the person involved.
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6. The Board shall maintain liability insurance to protect unit members against acts within lawful performance of their duties.
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7. As used in this article, "within the scope of the member's employment" shall include any school-sanctioned activities.
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8. Whenever possible, unit members shall have the opportunity to discuss problems with their immediate supervisors during the course of the unit member's working day.

9. In accordance with the law and with the consent of the Superintendent, site administrators shall inform site teachers and specialists, when based on records maintained by the District or received from law enforcement, it has information that, during the three previous school years, a pupil has engaged in, or is reasonably suspected to have engaged in, criminal or disruptive conduct while going to or from school or during a school-sponsored activity or any conduct as specified by Education Code Section 49079.



**ARTICLE 14**

**CLASS SIZE POLICY**

- A. The allocation ratio of unit members to regular program students in the District shall not exceed one (1) to twenty-nine (29).
- B. The District shall maintain an equitable distribution of students to unit members.
- C. The allocation ratio of special education teachers to special education programs shall not exceed State maximum limitations.
- D. Unit members shall be allocated based on estimated enrollments and, when actual enrollment is known, the District shall adjust the number of unit members assigned to conform with Provisions A, B and C above.

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## ARTICLE 15

### TEACHING HOURS AND ADJUNCT DUTIES

The District recognizes that the varying nature of a unit member's day-to-day professional responsibilities does not lend itself to a unit member's work day of rigidly established length.

A. All unit members are required to be at school for seven and one-half (7-11/2) hours, including lunch. This time commences thirty (30) minutes prior to the time student classes begin. The immediate supervisor may excuse a unit member from these times for good cause upon request of the unit member.

B. The District recognizes that unit members perform many instructional duties outside of their time spent on campus. Such duties include, but are not limited to:

1. Planning, selecting and preparing materials for instruction;
2. Evaluating work of students;
3. Conferring with parents;
4. Keeping records; and
5. Studying current literature to keep abreast of developments within the subject matter taught by the unit member.

C. The District recognizes that unit members perform many instructional and adjunct duties before, during, and after the unit member's work day on an assigned and voluntary basis.

These adjunct duties may include:

1. Non-classroom supervision of students;
2. Supervising and providing leadership in student organizations and activities;
3. Participating in parent, community and school activities;
4. Instructing teacher aides;
5. Attending meetings;
6. Serving on committees;
7. Participating in approved staff development programs;
8. Attending classes.

D. In making adjunct duty assignments, the District shall seek volunteers prior to making assignments. In requiring unit members to perform adjunct duties, the District shall act in a reasonable manner and not abuse its authority.

- 2 E. No District, faculty, department or grade level meetings shall be called without giving at  
3 least twenty-four (24) hours notice. Such meetings shall normally be no longer than  
4 forty-five (45) minutes, except by mutual agreement of the immediate supervisor and a  
5 majority of unit members at the meeting.
- 6 F. On a "Modified Day," as defined in Provision Q of Article IV, Definitions, meetings  
7 shall go no longer than one and one-half (1 1/2) hours, except by mutual agreement of the  
8 immediate supervisor and a majority of the unit members at the meeting.
- 9 G. Each unit member shall be provided a duty-free lunch period of forty-five (45)  
10 consecutive minutes, exclusive of passing periods.
- 11 H. Intermediate school unit member schedules shall contain a preparation period the length  
12 of a regular period.
- 13 I. Unit members may leave school at dismissal time whenever they are required to return to  
14 a school event. When an Open House or Back to School Night is held at a school, the  
15 day of the Open House or Back to School Night shall be a minimum instructional day for  
16 unit members preparing for and/or participating in Open House or Back to School Night  
17 activities.
- 18 J. Grade 1 – 6 shall organize multi-level P.E. to allow for 200 minutes of teacher team  
19 planning time every ten (10) school days.
- 20 K. All unit members shall be subject to the conditions of Provision A of this article.
- 21 L. Each K-6 school shall be allocated four days of substitute release time to be split equally  
22 in Grades 1 – 6, and one day of substitute release time for Special Education classes with  
23 caseloads of 22 or more IEP students requiring narrative report cards each trimester for  
24 report card completion. Substitute release time shall be made available only on a  
25 Tuesday, Wednesday, or Thursday . In the event that substitute teachers are not available  
26 to provide the release time, the District may postpone the request.
- 27 M. Each Kindergmien class shall be allocated two days of substitute release time per  
28 trimester for testing.
- 29 N. Two Mondays of each month, after early dismissal, shall be reserved for teacher team  
30 planning.

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- O. Grades **TK-6** shall have forty-five (45) minutes of music instruction each week to allow for teacher team planning. This release time for teacher team planning is contingent upon the District having revenue available for hiring a music teacher.

**ARTICLE 16**  
**SHARED TEACHING**

A. Definition/Requirements

1. Shared teaching is a plan initiated by a permanent unit member whereby two (2) unit members share voluntarily the teaching responsibilities of one (1) full-time position. Probationary unit members may only participate in shared teaching with permission of the requesting permanent unit member and concurrence of the Superintendent.
2. Shared teaching shall be a commitment for one (1) complete school year.
3. Each unit member shall mutually agree to share equally the assignment, including instructional time, subject matter, co-curricular activities and other assigned duties as required by the District.
4. In the event of an absence of one (1) of the two (2) unit members, a substitute shall be employed to replace the time not served by the absent unit member.
5. Two (2) years of shared teaching are required to advance one (1) step on the salary schedule, however, the two (2) years need not be consecutive.

B. Compensation. Each unit member shall be compensated at fifty percent (50%) of his/her placement on the salary schedule. Sick leave and retirement contributions shall be prorated at fifty percent (50%). Medical Insurance shall be paid by the District at fifty percent (50%) of the contribution. Dental, Vision and Life Insurance shall be paid by the District as if they were full-time unit members, in accordance with the provisions of Article XXV, Benefits.

C. Request and Approval Process

- I. Requests must be initiated by a permanent unit member to the Superintendent and building principal where the assignment is located no later than March 15 of the year preceding the shared teaching assignment.
2. Tentative approval or disapproval shall be given within ten (10) days of submittal of the request and, upon request, the unit member shall be given the reason for any disapproval in writing by the Superintendent or designee.

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3. After approval by the Superintendent and building principal, unit members accepted for shared teaching shall submit a work plan to the principal. After approval of the plan by the principal, the plan shall be submitted to the Superintendent prior to June 1 for final approval.
4. The Superintendent shall give final approval or disapproval of the plan no later than the Monday of the last week of school. All shared teacher employment is subject to approval by the Board of Trustees.
5. Teachers who have received final approval for a shared teaching assignment shall sign a binding agreement to perform the duties of the assignment in accordance with the plan approved by the Superintendent.

**ARTICLK17**

**PEER ASSISTANCE AND REVIEW (PAR)**

It is the intent of the PAR Program to provide professional development to permanent teachers to improve the quality of instruction through peer assistance, staff development and accountability.

A. Lowell Joint School District PAR Program

1. The governance structure for PAR shall consist of a joint-teacher administrator peer review Council.
2. The PAR Council shall consist of three (3) members, two (2) members selected by the Association and one (1) non-principal member selected by the District.
3. The PAR Council shall establish its own meeting schedule on an as-needed basis at a time designated by the Chairperson. A simple majority of the Council must be present to meet, which includes one representative from the Association and one from the District.
4. The PAR Council shall be responsible for selecting Consulting Teachers (defined in Section D) and evaluating Consulting Teachers and their documentation.
5. The PAR Council will adopt guidelines for implementing the provisions of this Article. To the extent that the guidelines are inconsistent with the Agreement, the Agreement will prevail; to the extent the guidelines are inconsistent with the law, the law will prevail.
6. The PAR Council will assign a Consulting Teacher to a Participating Teacher. The Participating Teacher has the right to meet with the PAR Council to discuss the assignment of the Consulting Teacher within two weeks of notification.
7. All documentation and the final evaluation of a Referred Teacher's participation in the PAR Program shall be made available for placement in the personnel file of the teacher receiving assistance.
8. Final report of a Referred Teacher's participation in the PAR Program shall be made available as part of the evaluation procedures in Article XX of the Agreement.

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9. The PAR Council will review the final report prepared by the Consulting Teacher and will make recommendations to the Governing Board regarding the Referred Teacher's progress and the names of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement.
  10. The PAR Council is responsible for evaluating annually the impact of the PAR Program in order to improve the program.

7 **B. Referred Teacher Participants CRT)**

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1. A Referred Teacher is a unit member who receives assistance to improve instructional skills, classroom management and knowledge of subject and related aspects of teaching.
  2. A Participating Teacher is a permanent employee of the District and participates on a voluntary basis or is referred for participation as a result of an evaluation performed in accordance with the procedures in Article XX of the Agreement.
  3. Permanent unit members who exhibit serious job-related deficiencies and have received "Improvement Necessary" in two of the three instructional areas (instructional objectives, classroom management or instructional delivery) or "Unacceptable" in one of these three areas may be required to participate in the PAR Program.
  4. The decision of the principal to refer a permanent unit member to the PAR Program will not be subject to the grievance procedure in Article IX of the Agreement.
  5. The Consulting Teacher will continue to provide assistance to the Referred Teacher until he or she concludes that the teaching performance of the Referred Teacher is satisfactory or that further assistance will not be productive, at which time the Consulting Teacher will submit a final report to the PAR Council. The Referred Teacher shall have the right to submit a written response to the final report. The Referred Teacher shall also have the right to request a meeting with the PAR Council and to be represented at this meeting should she/he not agree with the report.



1 C. Volunteer Teacher Participants (VT)

- 2 I. A permanent member who seeks to improve his/her teaching performance may  
3 request the PAR Council to assign a Consulting Teacher to provide peer  
4 assistance. It is understood that the purpose of such participation is to provide  
5 peer assistance, and the Consulting Teacher will play no role in the evaluation of  
6 the teaching performance of a Volunteer Teacher Participant. The VT may  
7 terminate his or her participation in the PAR Program at any time without a  
8 requirement to give a reason for said request.
- 9 2. Unless requested by the VT, information obtained by the Consulting Teacher  
10 while working with the VT cannot be utilized in the evaluation process and/or as  
11 the basis for mandatory participation in the PAR Program.

12 D. Consulting Teacher. A Consulting Teacher is a permanent unit member who provides  
13 assistance to a Participating Teacher pursuant to the PAR Program.

- 14 1. Consulting Teachers will possess the following qualifications:
- 15 a. At least four (4) years of recent experience in the District as a teacher.
  - 16 b. Demonstrated exemplary teaching ability.
  - 17 c. Extensive knowledge and mastery of subject matter, teaching strategies,  
18 instructional techniques and classroom management strategies necessary  
19 to meet the needs of pupils in different contexts.
  - 20 d. Ability to communicate effectively both orally and in writing.
  - 21 e. Ability to work cooperatively and effectively with others.
- 22 2. A Consulting Teacher provides assistance to a Participating Teacher in improving  
23 instructional performance. This assistance will typically include:
- 24 a. Setting and discussing performance goals with the Participating Teacher.  
25 Assist in developing an Individual Performance Plan (IPP).
  - 26 b. Multiple observations of the Participating Teacher during periods of  
27 classroom instruction .
  - 28 c. Meeting and consulting with the principal or designee of a Referred  
29 Teacher Participant only.
  - 30 d. Demonstrating good practice to the Participating Teacher.

- e. Using school district resources to assist the Participating Teacher.
- f. Monitoring the progress of the Participating Teacher and maintaining a written record.
- g. Maklni status reports -to the PAR Council for a Referred Teacher Participant only.

- 3. In order to fill a position of Consulting Teacher, a notice of vacancy will be posted at all sites and in the District Office. In addition to submitting an application form, each applicant is required to submit at least three references from individuals who have direct knowledge of the applicant's abilities to be a Consulting Teacher, including an administrator's recommendation.
- 4. Consulting Teachers shall be selected by a majority vote of the PAR Council after one or more representatives of the PAR Council have conducted a site visitation and a classroom observation of all final candidates.
- 5. A Consulting Teacher shall be provided release time as needed. The term of the Consulting Teacher shall be three (3) years, and a teacher may not serve in the position for more than one (1) consecutive term. A teacher may not be appointed to an administrative position for at least two (2) years in a school where he/she served as a Consulting Teacher.
- 6. Consulting Teachers will be trained to offer both peer assistance and to understand the specific functions of the PAR Program. The PAR Council will monitor and evaluate the effectiveness of the Consulting Teacher and will make decisions regarding their continuation in the program. The PAR Council may remove a Consulting Teacher from the position at any time because of the specific needs of the PAR Program, inadequate performance of the Consulting Teacher or other just cause. Prior to the effective date of such removal, the PAR Council will provide the Consulting Teacher with a written statement of the reasons for the removal, and, at the request of the Consulting Teacher, will meet with him/her to discuss the reasons.

**ARTICLE 18**

**ACADEMIC FREEDOM**

Subject to the approval of the immediate supervisor and District-adopted curriculum, "Academic Freedom" shall be defined as follows:

- A. The right to teach and learn about controversial Issues that have economic, political, scientific or social significance.
- B. The right to use materials that are relevant to the levels of ability and maturity of the students and to the purposes of the school system.
- C. The right to maintain a classroom environment that is conducive to the free exchange and examination of ideas that have economic, political, scientific or social significance.
- D. The right of unit members to participate fully in the public affairs of the community.
- E. The right of students to hold divergent ideas within the guidelines of debate and discussion that are generally accepted by unit members in a normal classroom environment.
- F. The right of unit members to a free expression of conscience as private citizens.

**ARTICLE 19**

**CERTIFICATED EVALUATION PROCEDURES**

A. General Pr VISIONs

1. The responsibility for evaluating the performance of a unit member shall rest primarily with the immediate supervisor or, in the case of more than one administrator, either may be designated as the immediate supervisor.
2. Each unit member shall have the opportunity to study the supervisor's entries on the District evaluation form until the next instructional day the unit member is on duty. The unit member's signature does not indicate endorsement of the evaluation, but is a recognition that discussion has taken place.
3. The evaluator's judgment and recommendations contained in classroom observations and formal evaluation shall not be subject to Article IX, Grievance Procedure.
4. All unit members shall be evaluated on the District-approved form, with copies to the unit member, the supervisor and the Personnel Office. A copy of the evaluation shall become a part of the unit member's permanent file in the District. A "Principal's Appraisal of Special Certificated Persmmel Form" for observation of itinerant teachers, as designated in Provision G of this article, is attached hereto as Appendix "F."
5. No evaluation of performance shall be predicated upon lawful non-school related personal activities that have no impact upon the unit member's effectiveness as a teacher.
6. No evaluation of a classroom performance shall be predicated upon the unit member's use of teaching materials, provided that such materials are consistent with the age and maturity level of the affected students and with the District's educational curriculum, guidelines and policies. Any materials that might have an adverse effect on students shall be discussed between the unit member and immediate supervisor. Such materials shall be discontinued until such discussion and mutual agreement for continuance occurs.

2 7. A probationary unit member becomes a permanent unit member upon the  
3 successful completion of the second probationary year and the beginning of the  
4 third year.

5 B. District-Criteria. Each unit member shall be rated on a continuum according to the  
6 following criteria:

7 Outstanding - Consistently demonstrates exemplary performance.

8 Highly Effective - Above District standards.

9 Effective - According to District standards.

10 Improvement Necessary -To meet District standards.

11 Unacceptable - Does not meet District standards.

12 C. Procedure for Observations. The following minimum standards for classroom  
13 observation shall be established:

14 1. All unit members being evaluated shall have at least two (2) observations with  
15 follow-up conferences if requested by either the unit member or the evaluator.  
16 During the conference the evaluator shall identify the areas where improvement is  
17 needed and give written recommendations for the remediation as needed prior to  
18 any evaluation report.

19 2. The minimum two (2) required classroom observations cited on an evaluation  
20 shall be reasonably distributed at regular intervals covering the defined period of  
21 time being reviewed by the evaluation. An observation shall be defined as a one-  
22 time visit.

23 3. The unit member shall be given a copy of the written record of the observations  
24 within :five (5) working days ofthe observation. Written observation reports shall  
25 be dated and signed by the evaluator.

26 4. Any observation may be followed by a conference between evaluator and unit  
27 member within five (5) working days of the observation. If a unit member  
28 requests a conference with the evaluator, it shall be scheduled at a mutually  
29 agreeable time.

30 5. Whenever improvement is necessary, the evaluator shall make specific written  
suggestions on the report. For a probationary unit member receiving an

2 observation report indicating improvement is needed, a follow-up observation  
3 must be made prior to the final evaluation report.

- 4 6. If, during a post-observation conference, the unit member reasonably believes that  
5 he/she may be subject to discipline or that the conference may result in personnel  
6 action, then the unit member may request representation before the meeting  
7 continues.

8 D. Procedures for Evaluations

- 9 1. The official evaluation shall be based on all criteria set forth on the observation  
10 and evaluation forms.  
11 2. If the evaluation sets forth unacceptable or deficient performance, the unit  
12 member shall have received prior written notice of the unacceptable or deficient  
13 performance and given a reasonable opportunity to improve. Failure to give prior  
14 notice does not prevent use of such unacceptable or deficient performance in any  
15 further regular or special evaluation so long as prior notice is given together with  
16 a reasonable opportunity to improve.

17 E. Remedial Action Plan

- 18 1. Wherever improvement is necessary on an official evaluation, the evaluator shall  
19 provide specific written suggestions for improvement and mutually agreed upon  
20 assistance to the unit member.  
21 2. An action plan may be attached to the evaluation and may contain specific written  
22 suggestions for necessary improvement and may allow reasonable time for  
23 implementation to the next official evaluation.  
24 3. The action plan may cite the specific plan of the evaluator to provide personal and  
25 resource assistance in a reasonable effort to help the unit member improve.  
26 4. The action plan may include, but not be limited to, the following:  
27 a. Specific recommendations for improvement.  
28 b. Direct assistance to implement such recommendations.  
29 c. Techniques to measure improvement.  
30 d. Time schedule to monitor progress.

F. Evaluation Conference

- 2 I. The evaluator shall schedule a conference concerning the official evaluation for  
3 the purpose of discussing the evaluation. During the conference the evaluator  
4 shall identify the areas where improvement is needed and give written  
5 recommendations in the summary of performance by category and identify the  
6 required performance for advancement to the next categorical rating. The unit  
7 member shall receive a copy of the evaluation.
- 8 2. If, during an evaluation conference, the unit member reasonably believes that  
9 he/she may be subject to discipline or that the conference may result in personnel  
10 action, the unit member may request representation before the meeting continues.
- 11 3. The unit member shall have the opportunity to study the evaluation report prior to  
12 being asked to sign the report.
- 13 4. The unit member may submit a written response to the evaluation at any time.  
14 The response shall be attached to the evaluation and retained in the unit member's  
15 file in the Personnel Office.
- 16 5. The unit member shall be requested to sign the evaluation report. The signature  
17 does not necessarily indicate that the unit member endorses or agrees with the  
18 content of the report.

19 G. Evaluation of Special Certificated Personnel (Language, Speech, and Hearing Specialists)  
20 Unit members who provide special services in the District are evaluated by the Assistant  
21 Superintendent for Instruction or Director of Special Education in accordance with the  
22 following procedure:

- 23 1. The Assistant Superintendent, or Director of Special Education or designee (site  
24 administrator) shall observe the unit member.
- 25 2. The "Principal's Appraisal of Special Certificated Personnel Form," attached  
26 hereto as Appendix "F," shall be utilized for formal observations.
- 27 3. The Assistant Superintendent, or Director of Special Education or designee (site  
28 administrator) shall schedule a conference with the unit member. The unit  
29 member shall have the opportunity to study the appraisal and attach a written  
30 response, if necessary.

2 4. The signed appraisal form and any written response shall be sent to the Assistant  
3 Superintendent or Director of Special Education.

4 5. The unit member's evaluation shall be the responsibility of the Assistant  
5 Superintendent or Director of Special Education who shall incorporate the site  
6 administrator's appraisal with the District level evaluation of special services.

7 H. Procedural Calendar for Evaluations

8 General meeting to establish standards, goals and objectives. Each unit member and  
9 his/her evaluator shall establish the mutually determined objectives for the year. This  
10 may be accomplished through one or more planning conferences if requested by either  
11 the unit member or the evaluator.

12 1. Probationary Unit Member

13 a. The first official evaluation shall be completed on or before November 15.

14 b. A final official summative evaluation for probationary unit members shall  
15 be completed by May 1.

16 c. A probationary unit member who is assigned to a school or District  
17 department after the beginning of school and who is recommended for  
18 reemployment must be evaluated twice, if possible, under the time  
19 schedule that is required by law and this Agreement. If two (2)  
20 evaluations are not possible, one must be completed if the unit member  
21 has been in the assignment for forty-five (45) calendar days prior to the  
22 last day of any school year.

23 d. The District agrees that any probationary teacher dismissed during his/her  
24 first two (2) school years will be in accordance with the provisions of  
25 Education Code Section 44948.3.

26 2. Permanent Unit Member:

27 a. Permanent unit members with fewer than ten years of experience in the  
28 District shall be evaluated at least every other year.

29 b. Permanent unit members with ten years or more experience in the District  
30 who have received only H's and/or O's on the two previous evaluations  
shall be evaluated at least every three (3) years if the evaluator and



certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

c. The final official summative evaluation shall be completed by May 1.

I. Salary Increment

1. If any permanent unit member does not maintain ratings of effective in all areas, the evaluator shall recommend that the salary increment (step) be withheld.
2. The Certificated Personnel Administrator shall be responsible for reviewing such cases, making a written evaluation and scheduling a conference with all persons involved.
3. If the decision to withhold the salary increment is sustained, the permanent unit member shall remain at his/her present step on any officially adopted salary schedule.
4. Permanent unit members who are not recommended for salary increment shall be notified by no later than May 1.
5. It shall be the responsibility of the evaluator to advise unit members of the possibility of a salary increment being withheld at the earliest possible time in the school year.
6. Observations and conferences must be scheduled at regular intervals in order to assist the unit member in the areas of concern.

**ARTICLE 20**

**PERSONNEL FILES**

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- A. There shall be a single personnel file for each unit member. Personnel files shall be kept in the Central Administrative Office of the District.
1. Every unit member shall be permitted to review the materials in his/her personnel file during non-duty time.
2. All material placed in the file shall be dated and signed by the person who caused the material to be placed in the file.
3. A unit member may have a representative present when inspecting his/her personnel file.
- B. Material that may be excluded from inspection shall be limited to ratings, reports or records that were: (1) obtained prior to the unit member's employment; (2) prepared by identifiable examination committee members; or (3) obtained in connection with a promotional examination.
- C. Information of a derogatory nature, except for material mentioned in Provision B of this article, shall not be entered or filed unless and until the unit member is given a copy of the material and an opportunity to review and comment thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction. In the event this is not done, such material shall not be allowed as evidence in any disciplinary action against the unit member or used by the District in any grievance filed by the unit member.
- D. District administrators who supervise and/or evaluate unit members may maintain separate files on each unit member they supervise and/or evaluate, but any such file shall not be considered the personnel file. When disciplining or assigning a unit member, the District may rely on material in the personnel file, the evaluator's file, or any other relevant material.
- E. The District retains the right to remove from the files, prior to inspection, items not subject to review as defined in Provision B of this article. The District also retains the right to make a listing of items contained in the file prior to the review by the unit

2 member and/or the unit member's representative. The unit member and/or designee may  
3 review in private the material in the unit member's file.

4 F. Access to a unit member's personnel file shall be limited to the Superintendent and/or  
5 designee. Other persons may be authorized to review the unit member's personnel file by  
6 the Superintendent or designee only on a "need to know" basis. Such other persons may  
7 be, but are not limited to, principal, members of the Board and legal representatives of the  
8 District. The contents of all personnel files shall be kept in the strictest confidence.

9 G. Unit members may request of the Superintendent that material that is two (2) years old or  
10 more be destroyed. If the request is denied, the unit member may write a rebuttal to such  
11 denial and this shall become part of the personnel file.

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## ARTICLE 21

### CITIZEN COMPLAINTS

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3 The purpose of this complaint procedure is to establish the steps to follow when responding to  
4 citizen complaints that may have an effect upon the evaluation of the unit member.

5 A. Violations of the Education Code. When a unit member informs a supervisor that a  
6 complainant has violated any section of the Education Code or rules and regulations  
7 adopted by the Board, the complainant should be informed of the violation and of the  
8 penalties involved. The unit member may inform the supervisor of the violation so that  
9 the supervisor shall inform the complainant.

10 B. Complaints to the Unit Member. Citizen complaints should be made outside of  
11 instructional hours and directly to the unit member when feasible. Either complainant or  
12 unit member may report any unresolved charge or complaint to the supervisor. If neither  
13 the administrator nor the unit member are satisfied, the matter may be referred to the  
14 Superintendent. If referred, the complaint shall be put in writing by the complainant.

15 C. Complaints to the Supervisor. When a citizen's complaint is made to a supervisor, the  
16 supervisor shall ask if the unit member has been informed. The supervisor shall inform  
17 the unit member of the complaint before a child is removed from the class or within five  
18 (5) working days. The unit member may request a meeting with the complainant in an  
19 effort to exchange information and reach a mutual understanding. The unit member may  
20 ask that the supervisor be present. If the complainant refuses to meet or put the  
21 complaint in writing, the matter shall be dropped. If a citizen complaint is received  
22 directly by the Superintendent's office, the unit member named in the complaint and the  
23 supervisor shall be notified. The unit member and supervisor shall be informed of the  
24 specifics of the complaint upon request. The Superintendent shall refer the complainant  
25 to the unit member and/or the unit member's immediate supervisor for processing in  
26 accordance with Provision B or C above. The unit member may file a written response to  
27 the complainant with the Superintendent.

28 D. False Complaints. Complaints that are shown to be false in accordance with Section  
29 16023, Subsection C, Title V of the Administrative Code shall neither be placed in the  
30 unit member's personnel file, nor utilized in any evaluation or disciplinary action.

E. Violations of Procedure. If procedures of this article are not followed, the unit member may utilize the procedures as outlined in Article IX, Grievance Procedure.

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ARTICLE 22

LEAVES

A. Sick Leave

1. Every unit member shall be entitled to one (1) day's leave of absence for the personal illness or injury of the unit member, with full pay, for every school month of service. One (1) day of sick leave shall be allowed for use in any one (1) summer session. Sick leave may not be used on any days on which a unit member is not required to render service to the District. If such unit member does not take the full amount of leave allowed in any school year under this section, the amount not taken shall be accumulated from year to year, up to an unlimited number of days. Leave need not be accrued prior to taking the ten (10) days per year allowed for ten (10) month unit member.
2. Upon exhaustion of all accumulated illness/injury leave credit, a unit member who continues to be absent under the provisions of this article shall receive, for up to one hundred (100) days, the difference between the unit member's pay amount and the amount that was or would have been paid a substitute. At the conclusion of the 100 days, the unit member will be placed on a reemployment list in accordance with Education Code Section 44978.1.
3. Unit members using the provisions of this section shall file written evidence with the monthly time reports that such illness or injury was of such nature as to require absence from duty.
4. At any time, the Superintendent or his/her designee reserves the right to request proof of illness and may refer any claims for sick leave benefits to a physician of the District's choice. The opinion of the selected physician as to the fitness of the unit member to return to work shall be the final basis for granting sick leave.
5. A unit member assigned part-time shall earn sick leave time in direct proportion to which assignment may relate to full-time.
6. Unused sick leave accumulated by a unit member who has served in another school district in California shall be transferred to this District upon acceptance of

2 employment. The Personnel Office shall develop the procedures and necessary  
3 forms to carry out the provisions of this policy.

4 7. Any unit member on illness/injury leave for sixty (60) working days or less shall  
5 be entitled to return to the same assignment held at the time such leave  
6 commenced.

7 8. Any unit member on illness/injury leave for more than sixty (60) working days  
8 shall be entitled to return to an assignment authorized by his/her credential.

9 B. Leaves for Pregnancy, Mis arriage, Childbirth and Recovery Therefrom

10 1. Unit members disabled due to pregnancy, miscarriage, childbirth or recovery  
11 therefrom may use accumulated illness/injury leave and extended illness leave, as  
12 set forth in this article.

13 2. The length of such disability leave, including the date on which the leave is to  
14 begin and the date on which the duties are to be resumed, shall be determined by  
15 the unit member and her physician.

16 3. Eligible unit members may take up to 12 weeks of leave for parent-child bonding  
17 pursuant to paragraph I-1.1 of this article. Such leave may be compensated as  
18 provided by law.

19 C. Child Rearing Leave

20 1. Upon request, the Board may provide a unit member who is a natural or adopting  
21 parent an unpaid leave of absence for the purpose of child rearing.

22 2. Such leave shall remain in effect at least until the end of the semester following  
23 the birth of the child and no longer than the end of the second semester following  
24 the birth of the child, if requested.

25 3. A unit member shall notify the Board of intention to take such leave at least four  
26 (4) weeks prior to the anticipated date on which the leave is to commence.

27 D. Industrial Accident and Illness Leave

28 1. Allowa ble leave shall not exceed sixty (60) days during which the schools of the  
29 District are required to be in session or when the unit member would otherwise  
30 have bee n performing work for the Distric t in any one (1) fiscal year for the same  
accident.

2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave shall commence on the first day of absence.
4. When a unit member is absent from duties on account of an industrial accident or illness, the unit member shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under the Labor Code, shall result in a payment to the unit member of not more than his/her full salary. The phrase "full salary," as utilized in this subdivision, shall be computed so that it shall not be less than the unit member's average weekly earnings.
5. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award.
6. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
7. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided by this Agreement and, for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, the unit member may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, shall result in a payment to the unit member of not more than his/her full salary.
8. During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.

E. Bereavement Leave

- I. Every unit member employed in the District shall be granted necessary leave of absence not to exceed three (3) days and an additional two (2) days for necessary



2 travel beyond two hundred fifty (250) miles of the District (as measured by the  
3 shortest land route) or out of State on account of the death of any member of  
4 his/her immediate family, as defined paragraph F.1.b of this article.

- 5 2. No deduction shall be made from the salary of such unit member, nor shall such  
6 leave be deducted from leave granted by other provisions of this Agreement.
- 7 3. The unit member may be granted bereavement leave for persons not related upon  
8 written request and approval of the Superintendent or designee.

9 F. Personal Necessity

- 10 1. Personal Necessity Leave may be utilized by a unit member who has sufficient  
11 unused sick leave credit for circumstances which cannot be dealt with during off-  
12 duty hours and that are serious in nature, that is which cannot be expected to be  
13 disregarded and/or which necessitate immediate attention. A leave of absence for  
14 personal necessity may be granted to a unit member, for not more than twenty  
15 (20) days in each school year. Additional leave may be granted at the discretion  
16 of the Superintendent. Such leaves shall be deducted from a unit member's  
17 accumulated sick leave benefits for those situations necessitating the unit  
18 member's absence from duty.
- 19 2. Each unit member may use two (2) days of leave, under this provision, per year  
20 for personal reasons other than concerted activities. This day shall be deducted  
21 from the unit member's sick leave, and the reason for absence shall be  
22 Compelling Personal Necessity (CPN). Other personal necessity leave under this  
23 policy shall be granted in the following situations:
  - 24 a. Death of a Member of the Family. Leaves may be granted under this  
25 section when the number of days needed exceeds the leave allowable  
26 under Bereavement Leave and/or time is needed to settle an estate.
  - 27 b. Illness in the Immediate Family. For purposes of this section, immediate  
28 family means the mother, father, grandmother, grandfather or a grandchild  
29 of the unit member or the spouse of the unit member, son, son-in-law,  
30 daughter, daughter-in-law, brother or sister of the unit member, the spouse  
of the unit member or any other relative of the unit member. The unit

2 member may be granted leave for persons not related upon written request  
3 and approval of the Superintendent or designee. Serious or critical illness  
4 of a member of the immediate family, as defined above, which calls for  
the services of a physician shall be reason for leave under this section.

5 c. Accident of an Emergency Nature. Such accident must have involved the  
6 unit member's person or property or the person or property of his/her  
7 immediate family as defined in Provision F.1.b above. The emergency  
8 must be of such a serious nature that the immediate presence of the unit  
9 member is required during his/her normal working hours and involving  
10 circumstances the unit member cannot be reasonably expected to  
11 disregard.

12 d. Danger to Home or Property of Unit Member. Imminent danger to the  
13 residence of the unit member occasioned by flood, fire, or acts of God,  
14 which may be serious in nature and under circumstances that the unit  
15 member cannot reasonably be expected to disregard and which shall  
16 require the unit member's attention during his/her normal working hours.

17 e. Paternity Leave. One (1) day leave granted to enable the presence of the  
18 father at the time of the birth of his child or when birth may be considered  
19 imminent.

20 f. Funeral. One (1) day leave to be granted for attending a funeral of a  
21 distant relative, friend, neighbor or acquaintance of the unit member.

22 g. Examination for Selective Service. One (1) day leave granted upon order  
23 of a physical examination for Selective Service or to return to the active  
24 military service. Military leave will be granted as required by law.

25 h. Court Appearance. Appearance in court as a litigant or as a witness under  
26 official order.

27 i. Taking Son or Daughter to College. Two (2) days leave may be granted to  
28 a unit member when taking a son or daughter to college with approval of  
29 the Superintendent.  
30

- 2 J. Graduation Ceremony of an Immediate Family Member. Attendance at  
3 the graduation ceremony from an accredited institution of learning shall be  
4 granted a unit member. These graduations include, not are not limited to:  
5 high school graduations, university graduations, military ceremonies.  
6 k. Weddings of Immediate Family Members. Attendance at the wedding of  
7 an immediate family member shall be granted a unit member.

8 Immediately upon return to active service, the unit member shall complete the District absence  
9 form and submit it to the immediate administrator. The District Office may request additional  
10 verification for the purposes of the use of these leave provisions.

- 11 2. The unit member shall not be required to secure advance permission for leave  
12 taken for any of the following reasons:  
13 a. Serious illness of a member of his/her immediate family as defined above.  
14 b. Accident or imminent danger to his/her person or property or the person or  
15 property of his/her immediate family, as defined in Provision F.1.b above.  
16 3. For leaves granted for all other reasons allowed under this section, exclusive of  
17 Provisions F.1.a through F.1.b above, advance permission must be received from  
18 the Superintendent or designee, whenever possible.  
19 4. The Superintendent or designee shall be the granting authority for leaves to be  
20 taken under this policy and may grant exceptions to the provisions listed above.  
21 Upon return to duty, the unit member shall verify the need for leaves deducted  
22 from a unit member's sick leave benefits under this policy.

23 G. Unpaid Leave of Absence- Unusual Circumstances. When unusual circumstances exist,  
24 requests for unpaid leave of absence for reasons other than those specified in other  
25 sections of this Agreement may be considered by the Board upon recommendation by the  
26 Superintendent. Unit members requesting a leave must indicate their intention to return  
27 to the District.

28 H. Family and Medical Leave. Employees who have been employed for a least one year and  
29 worked at least 1250 hours in the previous twelve (12) months shall be entitled to up to  
30 twelve (12) weeks of unpaid leave during a twelve (12) month period within a fiscal year  
to care for:

1. The employee's newborn child or a child placed with the employee for adoption or foster care;
2. The employee's spouse, registered domestic partner, child or parent with a serious health condition; or
3. The employee's serious health condition.

An appropriate statement from a licensed physician shall accompany a request for leave under Items 2 and 3 above.

When such leave is foreseeable, an employee shall give the District at least thirty (30) days advance written notice. When the leave is not foreseeable, an employee shall give written notice to the District as soon as the employee is aware of the need for leave.

The District shall continue all group health coverage plans for an employee on such leave at the same level of benefits and under the same conditions that existed while the employee was working. If the District changes a health plan during an employee's leave, the change applies to the employee as if still on the job.

The District may require an employee to sign an agreement regarding his/her intention to return to work. After a leave, the District may reinstate the employee to the same position held or a comparable position. If an employee fails to return to duty at the end of the leave, the employee must reimburse the District for the cost of the benefits unless an exception applies under the Family and Medical Leave Act (FMLA)

During the unpaid leave, employees shall not accrue sick leave or any other right to leave, but the leave shall not be considered a break in service for seniority purposes.

In providing this leave benefit, the District shall comply with both the regulations of the Family and Medical Leave Act (FMLA) and the applicable California law. The least restrictive language applicable to the employee in either the State or Federal Act shall be used in cases wherein there is a conflict in language between the two.

Upon returning from a Family and Medical Leave, the employee will be assigned to a position within the District consistent with the provisions of his/her credential.

1. Subpoena Leave. When a unit member is absent because of a mandatory court appearance, except as a litigant, the unit member shall suffer no loss of salary by reason of this service. The following provisions shall apply:

1. Fees, exclusive of mileage by the court of party requiring the unit member's appearance, shall be reimbursed to the District.
2. A copy of the subpoena or certificate from the Clerk of the Court must be filed with the Personnel Office before the effective date of the absence.

J. Jury Duty Leave

1. Every unit member shall be granted leave with pay to serve as a juror.
2. In the event paid leave is provided, such leave shall be for the amount of the difference between the unit member's regular earnings and any amount received for jury or witness fees.
3. An employee who receives a jury duty notice during the school year may request a postponement of jury duty from a work day (or days) to a non-work day (or days) and will receive the day-to-day substitute teacher rate of pay for up to five (5) days that the employee is on jury duty during the non-work days.
4. If a unit member is on leave of absence or industrial leave, the unit member will not be eligible for the benefit described in item 3 above.

K. Legislative Leave. A unit member who is elected to the State Legislature, Congress or a school board in another district shall be entitled to an unpaid leave of absence for the length of the term or terms in office.

1. The unit member on such leave shall notify the Board of intent to return at least six (6) weeks in advance.
2. The unit member on such leave shall be entitled to return to employment at the end of the leave.

L. Sabbatical Leave

1. Sabbatical leave may be granted to permanent unit members for professional study, research or travel, after they have served a minimum of seven (7) years as a full-time probationary and permanent employee of the District.
2. The rate of pay for any unit member on such leave shall be fifty percent (50%) of the salary such unit member would have received if he/she had remained in active service. The rate of pay shall be fifty percent (50%) of the step and class for which such unit member would qualify on the District Teacher Salary Schedule.

2 3. A sabbatical leave shall be granted for not less than one (1) full semester nor more  
3 than one (1) school year.

4 4. A unit member granted such leave shall be required to furnish an acceptable bond  
5 indemnifying the District against loss in the event such unit member fails to  
6 render at least three (3) years of service after return from such leave. Any bond  
7 required of the unit member shall not exceed the actual money paid by the District  
8 during the unit member's sabbatical leave. The amount of the required bond shall  
9 be spelled out with a set formula for computing the amount.

10 M. Association Leave. Association leave shall be in accordance with Article VII,  
11 Association Rights, Provision G.

12 N. Catastrophic Leave Program. Catastrophic illness shall be defined as a long-term  
13 disabling illness. When an employee or an employee's spouse, domestic partner, child,  
14 or parent experiences a catastrophic illness or injury that requires the employee to take  
15 time off from work for an extended period of time and the employee has exhausted all  
16 available sick leave and other paid time off, he/she may request donations of accrued  
17 vacation or sick leave credits. Catastrophic leave donations shall not be utilized if any  
18 combination of disability, income protection insurance and other benefits result in  
19 employee receiving more than 100% of full-time pay.

20 1. In making such a request, the employee shall provide verification of the  
21 catastrophic injury or illness.

22 2. Verification shall be made by means of a letter, dated and signed by the sick or  
23 injured person's physician, indicating the incapacitating nature and probable  
24 duration of the illness or injury. The District shall treat this information as  
25 confidential and use it only to determine the unit member's eligibility for  
26 catastrophic leave.

27 3. Upon determination that the employee is unable to work due to his/her own or a  
28 family member's catastrophic illness or injury, any other unit member, upon  
29 written notice to the Superintendent, may donate accrued vacation and/or sick  
30 leave credits to the requesting employee. Donations shall be at a minimum of

eight hours or a full day. Donations shall be in-evocable during the school year in which the donation is made.

4. To ensure that employees retain accrued sick leave to meet their own needs, donors shall not reduce their accumulated sick leave to fewer than 80 hours or 20 full days.
5. The use of donated sick leave shall be chosen by lottery as determined by the cunent CTA elections alphabet. Unit members whose donations were utilized shall receive notification of usage. Unused leave credit donations shall be returned to remaining donors by the last day of the school year.
6. The employee who is the recipient of the donated leave credits shall use those credits within six consecutive months.
7. An employee who receives paid catastrophic leave shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.

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**ARTICLE 23**

**SALARIES**

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4 A. For the 2016-2017 school year, unit members shall receive a one-time off-schedule  
5 bonus of 3% of their 2016-2017 base salary earnings (excluding stipends and other  
6 remuneration). The current salary schedule is attached hereto as Appendix "B".

7 B. Rules and Regulations – Certificated Salary Schedule

8 1. Initial Placement on Salary Schedule. Previous teaching experience outside the  
9 District shall be recognized on a year-for-year basis, up to a maximum of five (5)  
10 years, under the following circumstances:

- 11 a. Teaching experience in a public school within the United States and  
12 overseas for seventy-five percent (75%) or more of the school year.
- 13 b. Teaching experience in a recognized private school, assuming the unit  
14 member had a teaching credential and an acceptable Bachelor's Degree  
15 during the experience in question.
- 16 c. Credit shall be allowed for service in the Peace Corps on the basis of one  
17 (1) step on the salary schedule for each two (2) years served.
- 18 d. Credit shall be allowed for active U.S. military service on the basis of one  
19 (1) salary step for each two (2) years served. Unit members must have  
20 served on active status in a recognized branch of the United States armed  
21 forces within ten (10) years preceding the date of their application for  
22 employment.
- 23 e. No previous applicable experience under the provisions of B.1.a through  
24 B.1.d above shall have an initial placement of Step 1 of the appropriate  
25 classification. Highest entry class is Class V.
- 26 f. Unit members shall be placed in their appropriate class (column) on the  
27 salary schedule after submitting official college transcripts verifying the  
28 number of college units taken and successfully completed.
- 29 g. Probationary unit members who resign and return after one (1) or more  
30 years, re-enter the service of the District as a unit member who is new to



the District under the conditions of initial placement of salary schedule, Provision B.1 above.

h. A permanent unit member returning from an approved leave of absence shall advance to the next highest salary step than that which he/she was on at the time the leave became effective. The unit member must have worked at least seventy-five percent (75%) of the school year preceding the leave. Used sick leave shall be counted toward the seventy-five percent (75%) requirement for advancing on the salary schedule.

i. A unit member who serves less than a full school year shall receive a salary only an amount that bears the same ratio to the established annual salary for the position as the number of working days he/she serves bears to the total number of working days in the annual school term, and any other day when the unit member is required by the Board to be present at the schools of the District. A unit member in a position who serves a complete semester shall receive not less than one-half (1/2) of the established annual salary for the position. This section shall not be so construed as to prevent the payment of compensation to a unit member while on leave of absence when the payment of the compensation is authorized by law.

2. Approved Semester Units. Units earned at an accredited college or university, and those receiving prior approval by the Certificated Personnel Administrator are credited for placement on the salary schedule.

3. Verification of Units. Complete verification in the form of official college transcripts or grade cards must be submitted to the Personnel Office before September 5 of the school year in which such classification change is to take place.

4. Prior Approval of Course Work for Classification Change. Any course work that is to be credited towards placement on the salary schedule should have prior written approval of the Certificated Personnel Administrator.

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5. Classification Change. Unit members who change classification (column) shall be advanced one (1) step in the new classification (column), as shown on the salary schedule. Unit members changing from Class IV, Step 9, to Class V shall be advanced to Step 10 of the new classification, except for those unit members who were on Class IV, Step 9 for two (2) or more years, who shall be placed on the appropriate step of Class V which reflects their actual years of accredited experience in the District.
  6. Anniversary Increments.
    - a. Only unit members who qualify for Class III, IV, or V are eligible for Step 16, Step 19, Step 21, Step 23 or Step 26.
    - b. Step 16: Unit members with fifteen (15) or more years of service in the District shall be eligible for Step 16.
    - c. Step 19: Unit members with eighteen (18) or more years of service in the District shall be eligible for Step 19.
    - d. Step 21: Unit members with twenty (20) or more years of service in the District shall be eligible for Step 21.
    - e. Step 23: Unit members with twenty-two (22) or more years of service in the District shall be eligible for Step 23.
    - f. Step 26: Unit members with twenty-five (25) or more years of service in the District shall be eligible for Step 26.
  7. Unit Conversion. Semester hours (units) are the basis for classification placement and change. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3).
  8. Withholding of Salary Increment (Steps 1-11 on the Salary Schedule).
    - a. If any unit member does not maintain ratings of effective or higher in all areas, it shall be recommended that the salary increment (step) be withheld. The appropriate item, "Not Recommended for Salary Increment," shall be checked on the evaluation form.

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- b. The Certificated Personnel Administrator or designee shall be responsible for reviewing such cases, making a written evaluation, and scheduling a conference with all persons involved.
  - c. If the decision to withhold the salary increment is sustained, the unit member shall remain at his/her present step or the same step in a new class for which the unit member qualifies on any officially adopted salary schedule.
  - d. Unit members who are not recommended for salary increment shall be notified by no later than May 1.
  - e. It shall be the responsibility of the evaluator to advise unit members of the possibility of a salary increment being withheld at the earliest possible time in the school year.
  - f. Observations and conferences must be scheduled at regular intervals in order to assist the unit member in the areas of concern.

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9. Withholding of Anniversary Increment. If any unit member does not maintain ratings of effective or higher in all areas each year, it shall be recommended that the salary increment (step) be withheld. The appropriate item, "Not Recommended for Salary Increment," shall be checked on the evaluation form. The Certificated Personnel Administrator or designee shall be responsible for reviewing such cases, making a written evaluation, and scheduling a conference with all persons involved. If the decision to withhold the anniversary increment is sustained, the unit member shall be placed on the last step of the class in which he/she is currently placed, or the new class for which he/she qualifies, which immediately precedes Step 16, Step 19, Step 21, Step 23 or Step 26.

2 **ARTICLE 24**

3 **BENEFITS**

4 A. For the term of this Agreement, the health, dental, life and vision insurance benefits shall  
5 be as follows:

6 I. Health Plan. Effective July 1, 2016, and continuing until June 30, 2019, the  
7 District shall provide unit member and dependent(s) coverage in the CALPERS  
8 Health Plan, and the District shall pay up to an aggregate amount of the  
9 CALPERS Kaiser Los Angeles employee plus dependent(s) coverage, with the  
10 full cost of the District's contribution for the each of the school years in the  
11 Agreement not to exceed the premium for the CALPERS Kaiser Los Angeles rate  
12 unit member and dependent(s) coverage. Any costs above the District maximum  
13 contribution (CALPERS Kaiser Los Angeles Employee plus dependent(s)] will be  
14 paid by unit members through payroll deduction. Unit members may utilize the  
15 aggregate amount for unit member and dependent coverage for medical plans  
16 only.

17 2. Dental Plan. The District shall pay the premium for unit member plus dependent  
18 coverage. The maximum benefit per person shall be One Thousand Five Hundred  
19 Dollars (\$1,500).

20 3. Life Insurance Plan. The District shall pay the premium for unit member plus  
21 dependent coverage for the existing life insurance plan.

22 4. Vision Plan. The District shall pay the full premium costs for unit member plus  
23 dependent coverage.

24 B. Coverage and Benefit Levels

25 1. Subject to the Health Plans offered by CALPERS and the providers of dental,  
26 vision and life insurance, the existing coverage and benefit levels shall be  
27 continued through each of the school years in the Agreement, including any  
28 increased premiums for CALPERS Kaiser Los Angeles coverage or the dental,  
29 vision or life insurance plans unless otherwise amended in accordance with  
30 Article XXIX.

2. Unit members must complete the required District forms during the open enrollment period in order to participate in the unit member benefits program.

C. Benefits While on Leave of Absence

I. Unit members on District approved non-paid leaves of absence shall have their unit member benefits paid by the District for the remainder of the pay period during which the leave began.

2. Unit members on District approved non-paid leaves of absence for more than one (I) pay period may elect to continue coverage for themselves (and dependents) by mailing the entire premium required for coverage, made payable to the District and submitted to the Payroll Department.

3. Cancellation. The unit members (and dependents') insurance coverage, under the District's master insurance contract(s), shall be canceled under the following conditions:

- a. The leave expires and the unit member does not return to active duty.
- b. A premium payment is not received in the Payroll Department by the beginning of leave.

D. Unit members who work a complete school year shall have insurance benefits under the District's unit member benefits program effective through the last day of August. Unit members who are employed subsequent to the first day of the school year shall have insurance benefits commence in a manner consistent with past practice.

E. Unit members who terminate their employment prior to the close of the school year shall be under the District's insurance programs through the last day of the month in which the termination occurs.

F. Unit members shall continue to be covered under the District's unit member benefit programs through the last day of August during the year in which this Agreement terminates.

G. Unit members who are sixty-five (65) years of age or younger who retire shall be entitled to enroll themselves and eligible dependents in a District sponsored health program, provided that they pay the required premiums in a manner consistent with past District practice.

H. Part-time unit members shall receive a prorated share of the District's contribution, consistent with Provision A of this Article.

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**ARTICLE 25**

**EARLY RETIREMENT**

Unit members are eligible for Option I or Option II of the District's Early Retirement Plan if they have at least ten (10) years of continuous full-time service in the District.

A. Option I. Unit members who are in paid status are eligible for this Early Retirement Plan at age fifty-five (55) or over if they have at least ten (10) years of continuous full-time service in the District. For those unit members who are in paid status, who have at least ten (10) years of continuous full-time service in the District, and who were hired after July 1, 2013, will be eligible for this Early Retirement Plan at age sixty (60). Group medical insurance coverage will be available for unit member only coverage up to the Kaiser Los Angeles rates on a reimbursement basis through, and in accordance with the rules and regulations of, the CALPERS Health Plan. The District will monthly reimburse retired employees selecting this option up to the cost of the unit member only coverage, Kaiser Los Angeles rates. In addition, for unit members selecting this option, group dental and vision insurance coverage carried by the District will continue to be paid by the District at the current level of employer contribution for employee only coverage. This option shall apply only to those unit members not participating in Option II and who remain fully retired as defined by the appropriate retirement system. This benefit shall cease at the retiree's Medicare eligible age or the death of the retiree whichever is earlier. Retirees opting for the District dental and vision programs must meet the eligibility requirements provided in the District contract with the particular insurance carrier.

B. Option II. Unit members who are in paid status are eligible for this Early Retirement Plan at age fifty-five (55) or over if they have at least ten (10) years of continuous full-time service in the District. For those unit members who are in paid status, who have at least ten (10) years of continuous full-time service in the District, and who were hired after July 1, 2013, will be eligible for this Early Retirement Plan at age sixty (60). Group medical insurance for the retiree and spouse up to the Kaiser Los Angeles rates on a reimbursement basis through, and in accordance with the rules and regulations of the CALPERS Health Plan. The District will monthly reimburse retired employees selecting this option up to the cost of the employee and spouse coverage, Kaiser Los Angeles rates.

2 The retiree must receive benefits from STRS. This option shall apply only to those unit  
3 members not participating in Option I and who remain fully retired, as defined by the  
4 appropriate retirement system. This benefit shall cease at the retiree's Medicare eligible  
5 age or the death of the retiree, whichever is earlier. Retirees taking this option must meet  
6 the eligibility requirements provided in the District contract with the particular insurance  
7 carrier. Unit members who retire after July 1, 1992, shall be eligible for early retirement  
8 benefits at an amount not to exceed current District contribution toward employee  
9 coverage.



**ARTICLE 26**

**CONCERTED ACTIVITIES**

- A. The Association and the unit members recognize their duty and obligation to comply with the provisions of this Agreement.
- B. It is agreed that there shall be no strike, work stoppage, slow-down, picketing as an Association activity, or refusal or failure to perform operations of the District by the Association or any unit members during the term of this Agreement.
- C. It is further agreed that the Association or any unit members shall not comply with requests of other organizations to engage in such activities in the District.
- D. It is agreed that any unit member violating this article may be subject to disciplinary action.
- E. It is further agreed that, in the event this article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided in this Agreement or in District policy from any unit members and/or the Association.

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**ARTICLE 27**

**CALENDARS**

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- A. The calendar for the current work year is attached hereto as Appendix "C."
- B. The working year calendar for unit members shall be 184 days.

**ARTICLE 28**

**MATTERS NOT COVERED/SAVINGS PROVISION**

- A. The Board shall amend its written policies and take such other action by resolution or otherwise as may be necessary in order to give full force and effect to the provisions of this Agreement.
- B. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

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**ARTICLE 29**

**MISCELLANEOUS PROVISIONS**

- A. Any individual contract between the Board and an individual unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- B. A unit member's notification to the Board of intent to resign shall remain revocable until such time as it is officially accepted by the Superintendent or designee.
- C. Within one (1) month of the execution of this Agreement, the District shall publish this Agreement on the District website and notify all unit members via District email of its availability on the District website.
- D. Any proceeds received by the District from either the State or Federal Government as a result of a unit member's National Board Certification shall be remitted in full to the teacher. No expenses related to National Certification shall be borne by the District.
- E. The parties agree to form a Health and Welfare Benefit Review Committee comprised of two (2) members of LJEAs, two (2) administrators, and two (2) members from the other represented bargaining unit. The Committee shall gather and review relevant information, and formulate recommendations for consideration by the parties during negotiations.

**ARTICLE30**

**SUPPORT OF AGREEMENT**

- A. The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association shall support this Agreement for its term and shall not appear before the District to seek change or improvement in any matter subject to the meet and negotiation process, except by mutual agreement of the District and the Association.
- B. This article is not to be interpreted in any way to prohibit the Association from making proposals for change in this Agreement for the process of negotiating a successor agreement to this Agreement.

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**ARTICLE 31**

**EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.

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TENTATIVE AGREEMENT BETWEEN THE LOWELL JOINT SCHOOL DISTRICT  
AND THE  
LOWELL JOINT EDUCATION ASSOCIATION

This tentative agreement is subject to ratification by the District's Board of Trustees and the LJEAs membership. This proposal closes all contract sections through the 2018/19 year.

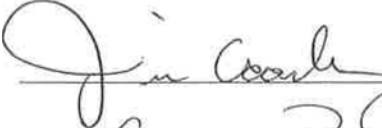

ARTICLE 23  
SALARIES

A. For the 2017/18 school year, unit members shall receive a 1% retroactive increase, effective July 1, 2017, to base salary earnings (excluding stipends and other remuneration).

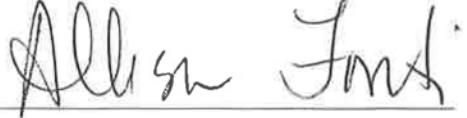

For the 2018/19 school year, effective July 1, 2018, unit members shall receive a 2% increase to base salary earnings (excluding stipends and other remuneration).

Signed this 11th day of June, 2018

FOR THE DISTRICT

  
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FOR LJEAs

  
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**2017/18 TEACHER SALARY SCHEDULE**  
Effective July 1, 2017

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	44,074	47,221	50,370	53,519	56,665
2	47,221	50,370	53,519	56,665	59,814
3	50,370	53,519	56,665	59,814	62,964
4	53,519	56,665	59,814	62,964	66,111
5	56,665	59,814	62,964	66,111	69,258
6	59,814	62,964	66,111	69,258	72,408
7		66,111	69,258	72,408	75,557
8			72,408	75,557	78,704
9			72,408	78,704	81,853
10			72,408	78,704	85,000
11			72,408	78,704	88,149
12			72,408	78,704	88,149
13			75,948	82,574	92,478
14			75,948	82,574	92,478
15			75,948	82,574	92,478
16			76,563	83,264	93,245
17			76,563	83,264	93,245
18			77,792	84,645	94,780
19			76,563	83,264	93,245
20			77,792	84,645	94,780
21			79,017	86,027	96,314
22			79,017	86,027	96,314
23			80,246	87,410	97,848
24			80,246	87,410	97,848
25			80,246	87,410	97,848
26			81,473	88,789	99,384

**CLASS REQUIREMENTS**

ALL UNITS ARE SEMESTER UNITS. ONE-QUARTER UNIT = 2/3 SEMESTER UNIT

CLASS I Bachelor's degree and appropriate California Credential

CLASS II Bachelor's degree and appropriate California Credential, plus 15 approved units obtained after Bachelor's degree

CLASS III Bachelor's degree and appropriate California Credential, plus 30 approved units obtained after Bachelor's degree

CLASS IV Bachelor's degree and appropriate California Credential, plus 15 approved units obtained after Bachelor's degree, or Master's degree and appropriate California Credential

CLASS V Bachelor's degree and appropriate California Credential, plus 15 approved units obtained after Bachelor's degree, or Master's degree and appropriate California Credential, plus 15 approved units obtained after Bachelor's degree

CLASS VI Bachelor's degree and appropriate California Credential, plus 30 approved units obtained after Bachelor's degree, or Master's degree and appropriate California Credential, plus 15 approved units obtained after Bachelor's degree

BoMd Approved On/21 /18

Prepared by Andrea Reynolds 6/14/18

## 2018/19 TEACHER SALARY SCHEDULE

Effective July 1, 2018

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STEP	CLASS	CLASS II	CLASS III	CLASS IV	CLASS V
	44,955	48,165	51,377	54,589	57,798
2-	48,165	51,377	54,589	57,798	61,010
3	51,377	54,589	57,798	61,010	64,223
4	54,589	57,798	61,010	64,223	67,433
5	57,798	61,010	64,223	67,433	70,643
6	61,010	64,223	67,433	70,643	73,856
7			70,643	73,856	77,068
8				77,068	80,278
9			73,856	80,278	83,490
10			73,856	80,278	86,700
11			73,856	80,278	89,912
12			73,856	80,278	89,912
13			77,467	84,225	94,328
14			77,467	84,225	94,328
15			77,467	84,225	94,328
16			78,094	84,929	95,110
17			78,094	84,929	95,110
18			78,094	84,929	95,110
19			79,348	86,338	96,676
20			79,348	86,338	96,676
21			80,597	87,748	98,240
22			80,597	87,748	98,240
23			81,851	89,158	99,805
24			81,851	89,158	99,805
25			81,851	89,158	99,805
26			83,102	90,565	101,372

### CLASS REQUIREMENTS

ALL UNITS ARE SCIENCE UNITS. ONE-QUARTER UNIT = 2.1 SEMESTER UNITS

CLASS I Bachelor's degree and appropriate California Credential

CLASS II Bachelor's degree and appropriate California Credential, plus 15 approved units obtained after Bachelor's degree

CLASS III Bachelor's degree and appropriate California Credential, plus 30 approved units obtained after Bachelor's degree

CLASS IV Bachelor's degree and appropriate California Credential, plus 45 approved units obtained after Bachelor's degree

CLASS V Bachelor's degree and appropriate California Credential, plus 60 approved units obtained after Bachelor's degree

\* Unit members will receive... (The following text is extremely faint and largely illegible due to low contrast and scan quality. It appears to contain information regarding unit membership, salary schedules, and possibly union-related matters.)

LOWELL JOINT SCHOOL DISTRICT  
Student Attendance Calendar 2018/19

LOWELL JOINT SCHOOL DISTRICT STUDENT ATTENDANCE CALENDAR 2018/19	@ / . 1 \ " ' : ; , - . /
Management Retreat (AM- all administrators and managers, PM-all instructional admin)	Thursday, August 2   2018
Instructional Leadership Team Retreat (AM- 1/2 day instructional, PM- 1/2 at sites)	Friday, August 3   2018
New Staff Welcome Breakfast & Orientation (AM-all new staff w/breakout for Cert. & Class., Lunch w/Associa.) (Board Invited for introduction and start)	Friday August 10   2018
M&O and Ground Lunch w/ Andrea & Jim (@ TBA)	Friday, August 10   2018
Welcome Home Rally & District-wide PD: Student Engagement- ELA-LJSD Best Practices-Reaching all Students	Monday, August 13   2018
First Day of School – <i>ih</i> Grade Students	Tuesday, August 14   2018
First Day of School – All Students	Wednesday, August 15   2018
Back-to-School Night (Jordan/Meadow Green) (Minimum Day)	Wednesday, August 22   2018
Back-to-School Night (El Portal, Macy) (Minimum Day)	Thursday, August 23   2018
Back-to-School Night (Olita) (Minimum Day)	Wednesday, August 29   2018
Back-to-School Night (Rancho-Starbuck Intermediate) (Minimum Day)	Thursday, August 30   2018
Labor Day (No School)	Monday, September 3   2018
Love La Habra	Saturday, September 22   2018
Professional Development Day (Non Student Day)-LJSD	Monday, October 8   2018
End of First Quarter (7 – 8)	Friday, October 12   2018
7-8 Parent Conferences (Minimum Days)	Tuesday, October 23-26   2018
End of First Trimester (TK- 6)	Friday, October 26   2018
TK-6 Parent Conferences (Minimum Day)	Tue.-Fri., November 6-9   2018
Veterans Day Holiday (No School)	Monday, November 12   2018
Lowell Educational Foundation-2017 Turkey Trot	Saturday, November 3   2018
Thanksgiving Celebration (DO/M&O) (Superintendent Coord.)	Monday, November 12   2018
Thanksgiving Recess (No School)	Monday, November 19-23   2018
Christmas Celebration (DO/M&O + Retiree Recp.) (Business & Sped Dept. Coord.)	Wednesday, December 5   2018
Jordan Christmas Choir Concert	Thursday, December 6   2018
Meadow Green Christmas Choir Concert	Tuesday, December 11   2018
Macy Christmas Choir Concert	Wednesday, December 12   2018
U Portal Christmas Choir Concert	Thursday, December 13   2018
Rancho-Starbuck Choir Christmas Concert	Tuesday, December 18   2018
Rancho-Starbuck 3rd Christmas Concert	Tuesday, December 18   2018
Olita Christmas Choir Concert	Thursday, December 20   2018
End of Second Quarter (7-8)	Friday, December 21   2018
Christmas/Winter Recess (No School)	Monday, December 24-Jan. 4   2019
7-8 Parent Conferences (Minimum Days)	Thursday, January 17-18   2019

## Appendix C

LOWELL JOINT SCHOOL DISTRICT  
Student Attendance Calendar 2018/19

Martin Luther King, Jr. Day (No School)	Monday, January 21	2019
Lincoln's Birthday (No School)	Monday, February 11	2019
End of 2nd Trimester (TK- 6)	Friday, February 15	2019
Presidents' Day (No School)	Monday, February 18	2019
TK-6 Panmt Conf<.m.mce-s-(Minimum Days)	Thursday, February 21-22	2019
End of Third Quarter (7- 8)	Friday, March 15	2019
Lowell "2019 Faces of Freedom" (location-tent.)	Saturday, March 16, 2018	2019
Spring Recess (No School)	Monday, March 25-29	2019
7-8 Parent Conferences (Minimum Day)	Thursday, April 4-5	2019
Lowell Educational Foundation - 2018 Casino Night Professional Development Day (Non-Stu. Day) Student	Friday, April 12	2019
Engagement- LJSD BEST PRACTICES	Friday, April 19	2019
Secretary/Admin. Assistant Day	Wednesday, April 24	2019
K-6 Open House (Oiita) (Minimum Day)	Thursday, April 25	2019
National Arbor Day (event with LH & Whittier)	Friday, April 26	2019
La Habra Citrus Fair	Friday-Sunday, May 3-5	2019
LJSD Staff Appreciation Week (Districtwide)	Mon-Fri., May 6-10	2019
7-8 Open House (Rancho-Starbuck) (Minimum Day)	Thursday, May 9	2019
TK-6 Open House (Jordan, Macy, Meadow Green) (Minimum Day)	Thursday, May 16	2019
TK-6 Open House (El Portal) (Minimum Day)	Wednesday, May 22	2019
Memorial Day (No School)	Monday, May 27	2019
Early Dismissal Schedule tor Students	May 28 -May 30	2019
Last Day for ih Grade Students	Thursday, May 30	2019
Last Day for Students (Last Day Schedule) (8th Grade Promotion)	Friday, May 31	2019
Spring Management Workshops	Wed/Thur, June 5&6	2019
END OF YEAR Celebration (Districtwide- Curriculum Coord.)	Monday, June 10	2019
	Teaching Days:	
	August	13
	September	20
	October	21
	November	16
	December	16
	January	17
	February	18
	March	16
	April	21
	May	22
	June	0

**LOWELL JOINT SCHOOL DISTRICT**  
**REVIEW OF TEACHER PERFORMANCE**

**Qualities of Effective Teacher Behaviors**

The qualities of effective teacher behaviors used for teacher appraisal in Lowell Joint School District are described in the five categories listed below:

- I. Instructional Objectives and Curriculum
- II. Classroom Control and Classroom Management
- III. Instructional Delivery and Teacher-Child Relationships
- IV. Professional Responsibilities
- V. Personal Responsibilities

This document will be reviewed by principals with their certificated staff at the beginning of each school year. At each scheduled observation conference between teacher and principal throughout the year, teacher progress in each category will be rated according to data accumulated up to that point. These reviews of teacher performance should be viewed as progress and preparation toward the final and official evaluation which is recorded on the Teacher Evaluation Form.

**I. INSTRUCTIONAL OBJECTIVES AND CURRICULUM**

**A. INSTRUCTIONAL OBJECTIVES**

- 1. Writes instructional objectives that support district goals and standards of expected pupil achievement and that meet criteria established by administrative direction.
- 2. Writes objectives which give evidence that effort is being made to develop students' proficiencies to the level of expected pupil achievement in the standards established by the governing board.
- 3. Gives evidence, through lesson plans and student records, that regular and sustained effort is being made to reach established district and school standards and instructional objectives.
- 4. Makes an analysis of test scores and uses assessment data to identify the needs of individual students.
- 5. Provides other assessment data such as teacher-made tests, unit tests, portfolios, and subject area projects to improve the quality of the instructional program so as to meet instructional objectives.

## **B. CURRICULUM**

1. Provides a complete and balanced instructional program that implements established district goals, curriculum; and textbooks as appropriate for the teacher's assignment.
2. Provides an interesting and motivating program as evidenced by enthusiastic student response.
3. Selects and uses materials and activities that are of value and substance and are directly relevant to the instructional objectives, the curriculum, and student learning styles.
4. Exhibits a thorough knowledge of the subject matter included in the teaching assignment.
5. Prepares thorough long-range, weekly, and daily plans for the instructional program.

## **II. CLASSROOM CONTROL AND CLASSROOM MANAGEMENT**

### **A. CLASSROOM CONTROL**

1. Maintains control so that student behavior supports the instructional activities being implemented.
2. Established clearly defined classroom standards and enforces them.
3. Uses negative and positive consequences to enforce behavior standards.
4. Uses a wide variety of student management skills and techniques effectively (e.g., eye contact, proximity control, nonverbal signaling, verbal reprimand, anticipating problems, administering appropriate consequences, counseling, and giving appropriate praise and recognition).
5. Takes responsibility to help maintain student discipline in every school setting and with all students (cafeteria, playground, hallways, etc.)
6. Sets an example for student behavior by maintaining self-control, being courteous, supporting school rules, and exhibiting fairness and honesty.
7. Avoids the use of control techniques of a destructive nature (e.g., ridicule, rejection, insults, sarcasm, and derogatory remarks.)

### **B. CLASSROOM MANAGEMENT**

1. Use minimal amount of instructional time for classroom management and monitors the program to assure that each student spends a maximum amount of time on appropriate instructional tasks.
2. Organizes classroom activities and trains students so that they know what is expected and can proceed in an orderly fashion.
3. Maintains a suitable learning environment that is task oriented, comfortable, businesslike and industrious, where everyone knows his assignment and attends to it.



4. Uses audio and visual cues to maintain student attention throughout the lesson. Uses a timer and signals to move the class from one activity to another without confusion or disorder.
5. Maintains a physical environment in the classroom that is safe, neat, fresh and attractive, well-organized, healthful, and pleasant.
6. Teaches students to respect and take care of school property and personal property.
7. Exercises care and prudence in the use of school supplies and equipment and teaches students to do the same.
8. Demonstrates thorough preparation and organization by having necessary materials and equipment immediately available and efficiently arranged.

### **III. INSTRUCTIONAL DELIVERY AND TEACHER-CHILD RELATIONSHIPS**

#### **A. LESSON DESIGN**

1. Anticipatory Set
  - \* Getting students' attention and interest.
  - \* Establish importance of lesson/skill.
  - \* Relate to previous learning.
  - \* Define the learning- - State the objective.
  - \* Correct level of difficulty.
2. The Teaching
  - \* Explain, describe the skill or concept.
  - \* Uses strategies such as: lecture, discussion, questioning, audio-visual
  - \* Demonstrate or model.
  - \* Break skill into components parts.
  - \* Considers individual learning styles.
  - \* Check for understanding.
  - \* Monitor and give feedback.
3. Guided Practice
  - \* Practice learning through some form of observable behavior and/or active participation.
  - \* Practice directly related to the learning.
  - \* Monitor the practice of the learning.
  - \* Adjust instruction as needed.
4. Closure/Evaluation
  - \* Summarize the learning (teacher and/or students).
  - \* Quiz, test, project, written summary, oral presentation.

## B. INSTRUCTIONAL DELIVERY

1. Gets and maintains student attention and interest.
2. Provides sufficient review activities to maintain skills and engage students quickly.
3. Communicates and defines instructional objectives clearly.
4. Actively instructs by telling, showing how, explaining, modeling, using examples, breaking a task down into component parts, and taking students through a process step-by-step.
5. Uses random questioning techniques to elicit and monitor feedback involving all students to judge the effectiveness of instruction and to "fine-tune" teaching strategies and methods.
6. Uses a wide variety of techniques which emphasize the development of in-depth understanding and higher order thinking skills (such as Bloom's Taxonomy) as evidenced by student ability to write, solve problems, and discuss.
7. Gives prompt and informative feedback to students on the accuracy and quality of their responses.
8. Frequently evaluates student performance to diagnose and determine readiness.
9. Uses a variety of instructional strategies to adjust instruction to the ability level and learning style of students (e.g., grouping, adjusting individual assignments, or providing enrichment activities).
10. Provides adequate review and practice to master and maintain the skills and knowledge that have been learned.

## C. TEACHER-CHILD RELATIONSHIP

1. Demonstrates the ability to establish rapport with students, using techniques such as listening, helping, befriending, and showing concern, warmth, and understanding.
2. Communicated high expectations for student performance and productivity; encourages students to give their best efforts and submit work that is of high quality and error free.
3. Plans activities and manages instruction so that every student achieves success and recognition.
4. Motivates and fosters character development through expectations and examples.

#### IV. PROFESSIONAL RESPONSIBILITIES

##### A. ETHICS AND COMPLIANCE WITH LAWS AND REGULATIONS

1. Demonstrates a commitment to the well-being of children and the furtherance of their education.
2. Obeys the laws and complies with the regulations set down by the State of California and other duly authorized authorities.
3. Promotes and supports the policies and procedures of the District as approved by the Board of Trustees and the administrative staff.
4. Discusses particular students and parents only in private and with specific purpose.

##### B. SCHOOL SUPPORT

1. Supports school rules and policies and complies with the school's operating procedures and the principal's directions.
2. Supports and contributes to school activities, programs, and events, and assumes an appropriate share of school responsibilities, extra projects, and volunteer assignments.
3. Participates cooperatively in building meetings and makes appropriate and valuable contributions.
4. Keeps principal informed and works through designated channels.

##### C. PARENT INTERACTION

1. Demonstrates ability to engender parent respect, confidence, and approval.
2. Exhibits openness, warmth, understanding, and honesty, and initiates parent communication.
3. Supplies information about the student's progress, formally and informally, and alerts parents to problems early.
4. Keeps parents informed by explaining school and classroom procedures, interpreting the school program, defining expectations for the student, and describing how parents can help.
5. Conducts parent conferences by planning and preparing carefully, offering solutions to problems, and following through decisions and commitments.

##### D. PROFESSIONAL GROWTH

1. Seeks to improve skills and continues professional training and development.
2. Self-evaluating, willing to listen to criticism and suggestions for improvements; learn from mistakes.
3. Keeps abreast of current trends and research in education.

## E. RECORD KEEPING

1. Handles required paperwork promptly and efficiently.
- 2. Follows -the district guidel-ines- for portfolios, report cards and -uses- grading marks that show fairness, consistency, and can be substantiated by teacher records.
3. Keeps accurate and complete attendance and student records as directed.
4. Frequently evaluates students' performance to diagnose and determine readiness.
5. Documents and evaluates performance toward objectives as well as the final results.

## V. PERSONAL RESPONSIBILITIES

### A. PERSONAL QUALITIES

1. Exhibits self-motivation and initiative.
2. Maintains physical health and energy level needed to meet the responsibilities of the position.
3. Exhibits a cheerful disposition and an appropriate sense of humor.
4. Exhibits good judgment, reliability, and integrity.
5. Accepts change and adopts cooperatively to new procedures, programs, and curriculum.

### B. PERSONAL CONDUCT

1. Offers criticism in a careful and considerate way, at appropriate times and places where it is likely to have constructive results.
2. Prompt and regular in attendance.
3. Refrains from idle complaints, unfounded accusations, grumbling, rumors, and gossip.
4. Neat in appearance and appropriately groomed.

LOWELL JOINT SCHOOL DISTRICT  
PRINCIPAL/TEACHER REFERENCE SHEET

I. INSTRUCTIONAL OBJECTIVES AND CURRICULUM

A. Program Content (Curriculum)

- Follows District Curriculum Guide
  - >uses adopted textbooks and materials
  - >implements the District philosophy for all subjects
  - >places a priority on mastery of basic skills and grade level standards
- Knowledge of Subject Matter
  - >prepares long and short-range plans adjusted to student's ability needs
  - >selects materials and activities relevant to objectives and which maximizes learning

II. CLASSROOM CONTROL/CLASSROOM MANAGEMENT

A. Classroom Control

- Clearly defined classroom standards
  - >fair, consistent enforcement of standards
  - >utilizes a system of logical consequences, both positive and negative
  - >uses a wide variety of student management skills effectively: eye contact, proximity, verbal and non-verbal signals, and counseling
- Models and reinforces exemplary behavior
  - >reinforces Character Education concepts as appropriate
  - >supports and reinforces school rules
  - >exhibits fairness and honesty at all times

B. Classroom Management

- Maximizes Time on Task
  - >smooth transitions
  - >students trained for routines
  - >students on task and responsible for appropriate work
- Physical Environment well managed
  - >materials and equipment available and organized
  - >care and prudence in the use of supplies and equipment
  - >maintains a safe, neat, well-organized classroom

III. INSTRUCTIONAL DELIVERY AND TEACHER-CHILD RELATIONSHIP

A. Lesson Design

- Anticipatory Set
  - >getting students' attention and interest
  - >establish importance of lesson/skill
  - >relate to previous learning
  - >define the learning-state the objective
  - >correct level of difficulty

- The Teaching
  - >explain, describe the skill or concept
  - >uses strategies such as: lecture, discussion, questioning audio-visual
  - >demonstrate or model – break skill into component parts
  - >consiaer individual learning styles-
  - >check for understanding
  - >monitor and give feedback
- Guided Practice
  - >practice learning through some form of observable behavior and/or active participation
  - >monitor and adjust practice directly related to learning
- Closure/Evaluation
  - >summarize the learning (teacher and/or students)
  - >quiz, test, project, written summary, oral presentation

**B. Instructional Delivery**

- >active instructs by telling, showing, modeling and explaining
- >gets and maintains student attention and interest
- >uses questions to monitor and fine-tune instruction
- >uses a wide variety of techniques to develop in-depth understanding and critical thinking
- >adjusts instruction to varying learning styles

**C. Teacher-Student Interaction**

- Models and practices the concept that all children can learn and be successful
  - >establishes high expectations
  - >plans for student interaction (student/student, teacher/student)
  - >encourages and supports student efforts
  - >establishes a rapport and caring relationship with students

LOWELL JOINT SCHOOL DISTRICT

EVALUATION OF TEACHING EFFECTIVENESS

Name: Date:  
Years of Experience: School:  
Year in Lowell Joint S. D.: Grade/Position:  
Temporary: Probationary: Tenure:  
Dates of Observation(s) \_\_\_\_\_

Evaluator:

Criteria for Composite Ratings: Degree to which teacher works toward District desired qualities.

- Outstanding
- Highly Effective
- Effective
- Improvement Necessary
- Unacceptable

=====

I. INSTRUCTIONAL OBJECTIVES AND CURRICULUM

Degree of Achievement:

Specific Suggestions for Modification:

Composite Rating for Above Area:

II. CLASSROOM CONTROL AND CLASSROOM MANAGEMENT

Degree of Achievement:

Specific Suggestions for Modification:

Composite Rating for Above Area:

III. INSTRUCTIONAL DELIVERY AND TEACHER-CHILD RELATIONSHIPS

Degree of Achievement:

Specific Suggestions for Modification:

Composite Rating for Above Area:

IV. PROFESSIONAL RESPONSIBILITIES

Degree of Achievement:

Specific Suggestions for Modification:

Composite Rating for Above Area:

V. PERSONAL RESPONSIBILITIES

Degree of Achievement:

Specific Suggestions for Modification:

Composite Rating for Above Area:

SUMMARY OF RATINGS OF AREAS I THROUGH V

O = Outstanding    H = Highly Effective    E = Effective  
N = Improvement Necessary    U = Unacceptable

- I. Instructional Objectives and Curriculum
- II. Classroom Control and Classroom Management
- III. Instructional Delivery and Teacher-Child Relationships
- IV. Professional Responsibilities
- V. Personal Responsibilities



Summary of Evaluation:

=====
RECOMMENDATION FOR ENSUING YEAR Complete in Spring Only

- Reemployment
Reemployment, but must improve
Not recommended for reemployment
Recommended for Tenure Status

- Recommended for Salary Increment and/or Salary Increase - Tenure Teachers
Not recommended for Salary Increment and/or Salary Increase - Tenure Teachers
Recommended for Earned Increment

= = =====

I have read this appraisal.

Signature of Teacher\* Date Signature of Principal

\*The teacher's signature does not indicate endorsement of the evaluation, but is a recognition that discussion has taken place.

TEACHER COMMENTS:



LOWELL JOINT SCHOOL DISTRICT  
 DISTRICT SPECIALIZED PERSONNEL  
 EVALUATION OF TEACHING EFFECTIVENESS

Name \_\_\_\_\_ Date \_\_\_\_\_  
 Years of Experience \_\_\_\_\_ School \_\_\_\_\_  
 Years In Lowell Joint School District \_\_\_\_\_ Grade/Position \_\_\_\_\_  
 Probationary \_\_\_\_\_ Tenure \_\_\_\_\_ Evaluator \_\_\_\_\_

Ratings recorded on the final evaluation represent a composite of all observation/conference ratings accumulated throughout the year.

RATING DESCRIPTIONS:  
 OUTSTANDING- Consistently demonstrates exemplary performance.  
 HIGHLY EFFECTIVE- Above District standards.  
 EFFECTIVE- According to District standards.  
 IMPROVEMENT NECESSARY- To meet District standards  
 UNACCEPTABLE- Does not meet District standards

I. INSTRUCTIONAL OBJECTIVES AND CURRICULUM

Degree Of Achievement

Specific Suggestions for Modification

Composite Rating for Above Area

Outstanding
Highly Effective
Effective
Improvement Necessary
Unacceptable

II. SPECIFIC DUTIES

Degree of Achievement

Specific Suggestions for Modification



Composite Rating for Above Area:

Outstanding

Highly Effective

Effective

Improvement Necessary

Unacceptable

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III. INTERPERSONAL RELATIONSHIPS

Degree of Achievement

Specific Suggestions for Modification



Composite Rating for Above Area

Outstanding

Highly Effective

Effective

Improvement Necessary

Unacceptable

---

IV. PROFESSIONAL RESPONSIBILITIES

Degree of Achievement

Specific Suggestions for Modification

Composite Rating for Above Area:

\_\_\_\_\_  
*Outstanding*

\_\_\_\_\_  
*Highly Effective*

\_\_\_\_\_  
*Effective*

\_\_\_\_\_  
*Improvement Necessary*

\_\_\_\_\_  
*Unacceptable*

---

V. PERSONAL RESPONSIBILITIES

Degree of Achievement

Specific Suggestions for Modification

Composite Rating for Above Area:

\_\_\_\_\_  
*Outstanding*

\_\_\_\_\_  
*Highly Effective*

\_\_\_\_\_  
*Effective*

\_\_\_\_\_  
*Improvement Necessary*

\_\_\_\_\_  
*Unacceptable*

---

SUMMARY RATINGS OF AREAS THROUGH y\_

	<i>Out- standing</i>	<i>Highly Effective</i>	<i>Effective</i>	<i>Improvement Necessary</i>	<i>Unacceptable</i>
I. Instructional Objectives and Curriculum	_____	_____	_____	_____	_____
II. Specific Duties	_____	_____	_____	_____	_____
III. Interpersonal Relationships	_____	_____	_____	_____	_____
IV. Professional Responsibilities	_____	_____	_____	_____	_____
V. Personal Responsibilities	_____	_____	_____	_____	_____

Summary of Evaluation:

---

RECOMMENDATION FOR ENSUING YEAR (Complete in Spring Only)

- \_\_\_\_\_ Re-employment
- \_\_\_\_\_ Re-employment, but must improve
- \_\_\_\_\_ Not recommended for re-employment
- \_\_\_\_\_ Recommended for Tenure Status
  
- \_\_\_\_\_ Recommended for Salary Increment and/or Salary Increase- Tenure Teachers
- \_\_\_\_\_ Not recommended for Salary Increment and/or Salary Increase- Tenure Teachers
- \_\_\_\_\_ Recommended for Earned Increment

---

I have read this appraisal.

\_\_\_\_\_  
Signature of Teacher\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Evaluator

\*The teacher's signature does not indicate endorsement of the evaluation, but is a recognition that discussion has taken place.

TEACHER COMMENTS:

---

*White: Personnel*

*Yellow: Principal*

*Pink: Teacher*



MEMORANDUM OF UNDERSTANDING BETWEEN THE

LOWELL JOINT SCHOOL DISTRICT

AND THE

LOWELL JOINT EDUCATORS ASSOCIATION

REGARDING

CLASS SIZE

Pursuant to Education Code section 42238.02(d)(3)(B), as a condition for receiving class size reduction funding, the District must make progress toward maintaining an average class enrollment of not more than 24 pupils for each school site in kindergarten and grades 1 to 3, inclusive, unless a collectively bargained alternative annual average class enrollment for each school site in those grades is agreed to by the District and UEA. If in any year, the District does not make the appropriate progress toward 24:1, class size reduction funding is forfeited.

The parties hereby agree to a negotiated alternative class size requirement within the meaning of Education Code section 42238.02 (d)(3)(B). This Memorandum of Understanding shall remain in effect in each year funding for class sizes is made contingent upon complying with statutory maximums. The current statutory requirement that the District make progress toward 24:1 is not applicable, and instead, the bargained alternative annual class enrollment for each school site in grades TK through 3 shall be as follows:

A. The parties agree the District shall make progress toward an average class enrollment of not more than 24 pupils for each school site in kindergarten and grades 1 to 3, inclusive, by the school year in which the Local Control Funding Formula (LCFF) is fully funded, unless mutually agreed to by the parties as set forth in this Agreement.

B. For the 2015-2016 school year, average class size per school site in grades TK through 3 shall be not more than 26:1.

C. Beginning with the 2016-2017 school year and in each subsequent school year, some progress shall be made toward 24:1 as determined by the District and UEA as part of the District budget planning process. Progress for the 2016-2017 school year and in each subsequent school year shall be agreed upon by the District and UEA by the last working day of February of each school year unless the parties mutually agree to an extension to this deadline. For purposes of budget planning, the District shall maintain, at the very least, the then status quo until the parties agree upon the level of required progress.

D. If in any school year, the District believes it is unable to reach or must deviate from the negotiated alternative class size requirement, the District and UEA shall meet and discuss an alternative remedy. In the event



the parties are unable to reach resolution, the progress agreed upon during the District budget planning process shall apply.

E. This negotiated alternative is intended to ensure there shall be no impact on class size funding received from the State. It is the intent of the Parties that this Memorandum of Understanding address any and all obligations of the parties to implement a "collectively bargained alternative ratio" and includes the Parties' agreement on these issues, pursuant to Education Code Section 42238.02(d)(3)(B).

F. Except as specifically applicable to grades TK through 3, nothing in this Memorandum of Understanding applies to Article XIV, Class Size Policy.

G. This Memorandum of Understanding shall be subject to Article IX, Grievance Procedure as though it is part of the Collective Bargaining Agreement.

H. At such time that LCFF is fully funded, the parties shall meet and consult to assess student to teacher ratios per school sites in grades TK through 3, progress toward 24:1, and future funding implications for complying with statutory maximums.

FOR THE ASSOCIATION

FOR THE DISTRICT

 << -j O/tus  
Patricia Jacobsen Date  
LJEA Bargaining Chair

  
Dr. Bonnie Bell Date  
Superintendent