

***AGREEMENT  
BY AND BETWEEN THE***

***LEMOORE ELEMENTARY TEACHERS  
ASSOCIATION/CTA/NEA***

***AND THE  
LEMOORE UNION ELEMENTARY SCHOOL  
DISTRICT***

***2022-2025***

<b>Board Ratified: October 11, 2022</b>
---

## ***TABLE OF CONTENTS***

<b>ARTICLE 1: AGREEMENT.....</b>	<b>1</b>
<b>ARTICLE 2: RECOGNITION.....</b>	<b>1</b>
<b>ARTICLE 3: DEFINITIONS .....</b>	<b>1</b>
<b>ARTICLE 4: NEGOTIATIONS PROCEDURES .....</b>	<b>2</b>
<b>ARTICLE 5: ASSOCIATION RIGHTS .....</b>	<b>2</b>
<b>ARTICLE 6: DISTRICT RIGHTS.....</b>	<b>4</b>
<b>ARTICLE 7: PAYROLL DEDUCTIONS.....</b>	<b>4</b>
<b>ARTICLE 8: GRIEVANCE PROCEDURE .....</b>	<b>4</b>
<b>ARTICLE 9: LEAVES.....</b>	<b>8</b>
<b>ARTICLE 10: CLASS SIZE .....</b>	<b>15</b>
<b>ARTICLE 11: ASSIGNMENT AND TRANSFER OF CERTIFICATED STAFF .....</b>	<b>16</b>
<b>ARTICLE 12: CERTIFICATED EVALUATION .....</b>	<b>21</b>
<b>ARTICLE 13: TEACHER SAFETY .....</b>	<b>30</b>
<b>ARTICLE 14: TEMPORARY TEACHERS.....</b>	<b>32</b>
<b>ARTICLE 15: EARLY RETIREMENT PLANS.....</b>	<b>32</b>
<b>ARTICLE 16: STATUTORY CHANGES .....</b>	<b>33</b>
<b>ARTICLE 17: SAVINGS PROVISIONS .....</b>	<b>33</b>
<b>ARTICLE 18: MISCELLANEOUS.....</b>	<b>33</b>
<b>ARTICLE 19: HEALTH AND WELFARE.....</b>	<b>34</b>
<b>ARTICLE 20: SCHOOL CALENDAR AND WORK YEAR.....</b>	<b>37</b>
<b>ARTICLE 21: HOURS AND ADJUNCT DUTIES .....</b>	<b>38</b>
<b>ARTICLE 22: TEACHING CONDITIONS .....</b>	<b>40</b>
<b>ARTICLE 23: SALARIES.....</b>	<b>41</b>
<b>ARTICLE 24: YEAR-ROUND EDUCATION – ARCHIVED 2007 – 2008.....</b>	<b>45</b>
<b>ARTICLE 25: SHARED TEACHING ASSIGNMENTS .....</b>	<b>45</b>
<b>ARTICLE 26: SPECIAL ASSIGNMENTS.....</b>	<b>47</b>
<b>ARTICLE 27: UNIVERSITY CHARTER SCHOOL.....</b>	<b>48</b>
<b>ARTICLE 28: EFFECT OF THE AGREEMENT .....</b>	<b>50</b>
<b>APPENDIX A: 2022-2023 SCHOOL CALENDAR.....</b>	<b>51</b>
<b>APPENDIX B: 2022-2023 SALARY SCHEDULE .....</b>	<b>52</b>
<b>APPENDIX C: 2022-2023 INSURANCE OPTIONS.....</b>	<b>53</b>
<b>APPENDIX D – D6: CERTIFICATED EVALUATION FORMS .....</b>	<b>54</b>

## **ARTICLE 1: AGREEMENT**

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement by and between the Trustees of the Lemoore Union Elementary School District, hereinafter referred to as the District, and the Lemoore Elementary Teachers Association/California Teachers Association/National Education Association, and hereinafter referred to as the Association. This agreement is entered into pursuant to the provisions contained within the Rodda Act.
- 1.2 This Agreement shall remain in full force and effect from July 1, 2022 through June 30, 2025.
- 1.3 The term of the Agreement shall commence on July 1, 2022, and shall remain in full force and effect until June 30, 2025. However, it is agreed that either party may “reopen” for the 2023/2024, 2024/2025 school years, negotiations on Article 19: Health and Welfare Benefits and Article 23: Salaries (compensation). Aside from Article 19 and 23, either party may “reopen” two (2) additional Articles.

## **ARTICLE 2: RECOGNITION**

- 2.1 The Board recognizes the Association as the exclusive representative for the certificated bargaining unit comprised of all teachers, other than substitutes and those teachers on a temporary contract for less than one semester.
- 2.2 The appropriate Unit shall exclude all employees in the following classifications and any other positions designated as management in accordance with Government Code Section 3540.1:  
Superintendent, Assistant Superintendent, Assistant Superintendent-Special Services, Principal, Charter School Dean, Assistant Principal, Learning Coordinator, School Psychologist, Behavioral Specialist, School Counselor, District Nurse and School Nurse.

## **ARTICLE 3: DEFINITIONS**

- 3.1 "Members of immediate family" means spouse or domestic partner (as defined by California Labor Code Section 233), mother, father, step-parent, grandparent or grandchild of the employee or his/her spouse or domestic partner; son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee or his/her spouse or domestic partner; or any relative or individual living in the employee's household.
- 3.2 "Days" means days during which a teacher is required to be on duty.
- 3.3 "Semester" as used in this agreement means a period of time 18 consecutive weeks in length; "Trimester" means a period of 12 weeks.
- 3.4 "Seniority" means (and is determined by) the total number of years teaching in the district. If two (2) employees have the same seniority, i.e., equal number of teaching years, the person hired first according to the date contained on that employee's first signed contract, will be considered

“senior.” Total years shall not include time worked prior to a break in service from the district. Unit members who are employed in less than a full time position shall accrue seniority on a pro rated basis.

- 3.5 “Minimum days” are days when students are dismissed earlier than the normal dismissal time, and teachers are allowed to leave at student dismissal time.

#### **ARTICLE 4: NEGOTIATIONS PROCEDURES**

- 4.1 The Association and the District agree to initiate the negotiation process by presenting initial reopener or successor contract proposals, as applicable, to the Board no later than the April Board meeting.
- 4.2 Either party may utilize the services of outside consultants.
- 4.3 Negotiations shall take place at mutually agreeable times and places.
- 4.4 Any tentative agreement reached between the parties shall be reduced to writing and signed.
- 4.5 The Association may designate one to six (1-7) representative(s) on the negotiations team. In the event the team is composed of six representatives, they may divide the maximum of thirty (35) teacher work days. The teacher working days includes release time without loss of compensation to prepare for, attend, and conclude negotiation proceedings.
- 4.6 Upon request and within a reasonable period of time, the District shall provide the Association with budget documents needed by the Association for purpose of negotiations.

#### **ARTICLE 5: ASSOCIATION RIGHTS**

- 5.1 The Association shall have the right to make use of school buildings within the limits of statutes, if such services and utilities would otherwise not be used by the District. The Association shall reimburse the District if this use requires the services of an off-duty custodian. Office equipment used (with the exception of telephones) will exclude the District Office, IMS, Principals' Offices, and secretaries' offices, consistent with District current regulation.
- 5.2 The Association shall have the right to post notices of activities and matters of Association concern on designated school bulletin boards. The Association may use teacher mail boxes and work email for communications to teachers.
- 5.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times provided non-District persons register with the site office.
- 5.4 At least 72 hours prior to a Board meeting, an agenda and packet shall be available to each site with the exception of the following:
- 5.4.1 Copies of teachers’ applications.
  - 5.4.2 Closed session information.

- 5.4.3 Letters of Commendation
- 5.4.4 Personal letters.
- 5.5 Not later than October 31, the District shall furnish the Association with the placement of teachers on the respective salary schedule as of October 16, if requested.
- 5.6 The District shall furnish an updated placement list of teachers on the respective salary schedule by May 15, if requested.
- 5.7 Association Leave
- 5.7.1 Up to a total of ten (10) days of leave time shall be available each school year for use by the Association President and/or his/her designee to attend local, state, or national conferences or for conducting other Association-related business. Such days shall not be used in less than half-day increments.
- 5.7.2 The Association shall reimburse the District for the normal costs of any substitute(s) employed to replace persons using Association Leave.
- 5.7.3 The Association shall notify the Superintendent of its desire to use this provision not less than five (5) days in advance of such utilization. Superintendent or designee may recommend that the President select another Association Designee because of reasons to include but not be limited to the number of days the President or Association Designee have already been out of the classroom.
- 5.8 The Annual New Teacher Orientation is held prior to the start of the teacher work year. The District shall provide written notice of the date, time, and location of the Annual New Teacher Orientation Meeting by electronic email to the Chapter President at least ten (10) calendar days in advance of the annual orientation meeting or ten (10) calendar days in advance of other orientation/on -boarding meetings that may occur throughout the year.
- 5.9 In the event the District is unable to comply with the above Article 5.8 the District shall, at the request of the Association, reschedule the orientation/on-boarding meeting and provide advance notice to the Association. If, however, the District provides proof that there was an urgent need critical to the employer's orientation that was not reasonably foreseeable, the Association shall be provided as much notice as possible.
- 5.10 The Association shall be provided forty-five (45) minutes of uninterrupted time at the Annual New Teacher Orientation to meet with new bargaining unit members.
- 5.11 The following new Bargaining Unit Member information will be sent from the District to the Association President and the Kings/Tulare UniServ Unit electronically no later than thirty (30) days after the date of hire or by the first pay period of the month of hire:  
Name, Phone Numbers (Work and also Cell, Home, if available), Home Address, Last four (4) Digits of Social Security Number, Date of Hire, Assignment (if available), and School Site

- 5.12 The above information for all Bargaining Unit Members will be sent from the District to the Association President and the Kings/Tulare UniServ Unit electronically each quarter

## **ARTICLE 6: DISTRICT RIGHTS**

- 6.1 Except as otherwise provided in this Agreement, it is agreed that the District retains all of its power and authority to direct, manage, and control the operations of the District to the full extent of the law. These duties, powers, and authorities include, but are not limited to, the exclusive right to: determine the number and kinds of personnel required; take action on matters in the event of an emergency; establish budget procedure and determine budgetary allocations; determine the methods of raising revenues.
- 6.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the law.

## **ARTICLE 7: PAYROLL DEDUCTIONS**

- 7.1 Indemnification
- The Association shall indemnify, defend and hold harmless the District from any and all claims, demands, suits, or any other actions arising out of payroll deductions made by the District in reliance on information provided by the Association.

## **ARTICLE 8: GRIEVANCE PROCEDURE**

- 8.1 Definitions
- 8.1.1 Grievance - A grievance is a claim by one or more teachers or the Association that there has been a violation, misapplication, or misinterpretation of the specific provisions of this contract. In the event that more than one teacher submits a grievance on the same alleged violation of contract, they shall choose one spokesperson. The grievance committee spokesperson at that campus may also, in conjunction with the chosen spokesperson, represent the group throughout the grievance procedure. Whatever solution evolves must be agreed upon and signed by a majority of the parties involved in the grievance. The administrator involved may also have the right to have another administrator present.
- 8.1.2 Grievant - A grievant is the teacher, teachers, or Association making the claim. The Association or the grievance committee spokesperson at a campus may also be defined as a grievant.
- 8.1.3 Representative - A representative is any person who might be required to take action

in order to resolve this claim, and is not the sole spokesperson.

8.1.4 Immediate Administrator - An immediate administrator is the available administrator having immediate jurisdiction over the teacher who is filing the grievance.

8.1.5 Day - As it pertains to grievance procedure, a day is any day in which the central administrative offices of the school District are open for business.

8.1.5.1 Day One (1) of all five (5) day timelines begins the day following the knowledge, discussion, receipt of the grievance or response to a grievance.

## 8.2 Purpose

The purpose of this article is to secure, at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise affecting an alleged violation/misapplication or misinterpretation of the specific provisions of the contract. Nothing in this article precludes the administration from meeting and conferring on any problem or concern.

## 8.3 Procedure

8.3.1 Step 1 - Any grievant who believes he/she has a grievance shall first discuss the grievance with the immediate administrator within ten (10) days from the time the grievant learned of the event or condition which formed the basis for the grievance. At this time, the grievant shall identify the specific provision of the contract that has been violated, misapplied and/or misinterpreted.

8.3.1.1 Within five (5) days after the presentation of the grievance, the administrator shall hold discussions and attempt to resolve the grievance.

8.3.1.2 At least one (1) personal conference will be held between the administrator and the grievant. If the grievance is not settled during the informal discussion and the grievant wishes to pursue the matter, the grievant shall present the grievance in writing within five (5) days to the immediate administrator, the Association, and the Superintendent or designee. The written grievance shall be dated and include the specific provision of the contract that has been violated, misapplied and/or misinterpreted and a suggested remedy.

8.3.1.3 The administrator shall respond in writing within five (5) days to the grievant, the Association and the Superintendent or designee after receipt of the written grievance.

8.3.2 Step 2 - If the grievant is not satisfied with the disposition of the grievance at Step 1, or if no written decision has been rendered within the indicated five (5) day period, the grievant may, within five (5) days, appeal the grievance in writing to the Superintendent or designee.

8.3.2.1 The Superintendent or designee will meet with the grievant within five (5)

days of the receipt of the appeal.

8.3.2.2 The Superintendent or designee will indicate the disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association and to the grievant.

8.3.3 Step 3 - If the grievance is not resolved at Step 2, the Association and the District shall request the services of a mediator from the California State Conciliation Service within five (5) days after the conclusion of Step 2.

8.3.3.1 The parties shall attempt to mediate a settlement to the grievance. The form or matters of discussion and/or proposals during the mediation shall not be revealed. Only the terms of a settlement, if any, may be revealed.

8.3.3.2 This step in the grievance may be bypassed by mutual agreement.

8.3.3.3 If this step in the grievance procedure is not completed within twenty-five (25) days after the completion of Step 2, the Association may proceed to Step 4.

8.3.4 Step 4 - If a grievance is not resolved in Step 3, the grievant may request the Association to submit the dispute to arbitration within five (5) days after completion of Step 3.

8.3.4.1 The Association, within five (5) days of the grievant's request, will notify the District Office if the grievance is to be submitted to arbitration. The written request shall be filed in the Office of the Superintendent.

8.3.4.1.1 Should the two parties be unable to agree on an arbitrator within five (5) days after submission of the grievance for arbitration, submission of the grievance shall be made to the American Arbitration Association.

8.3.4.1.2 The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association.

8.3.4.2 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

8.3.4.3 The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper.

8.3.4.4 The decision of the arbitrator will be submitted to the Superintendent and the



Association and will be final and binding upon the parties of this Agreement.

8.3.4.5 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association.

#### 8.4 Miscellaneous

- 8.4.1 The grievant has the right to have a representative present at any step of the grievance procedure.
- 8.4.2 All documents dealing with the processing of the grievance will be filed in a separate grievance file and will not be a part of the personnel file of any of the participants.
- 8.4.3 If the grievance arises at a level other than Step 1, the grievant may present such grievance at Step 2 of this procedure.
- 8.4.4 When a grievance has been filed, the grievant may terminate the grievance at any time by giving written notice to the immediate administrator or designee. Time limits may be extended or reduced by mutual agreement when signed by the parties. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to appeal at the next step of this procedure. Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed null and void.
- 8.4.5 Until final disposition of a grievance takes place, the grievant is required to continue in accordance with the original direction of the immediate administrator.
- 8.4.6 No restraint, interference, coercion, discrimination, or reprisal of any kind will be taken by the administration or the Board against any aggrieved person, any member of the Association, the Association, or any participant in the grievance procedure by reason of such participation.
- 8.4.7 When it is necessary for a grievant or representative designated by the Association to investigate or attend a grievance meeting or hearing during the day, he/she will, upon notice to the principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right. All proceedings will take place during the regular workday.
- 8.4.8 The immediate Administrator involved may be called to participate in the grievance procedure.
- 8.4.9 Upon mutual agreement of the Association and the Superintendent, a grievance may be taken directly to arbitration.

- 8.4.10 During the summer, winter or spring breaks, the district or grievant may suspend the grievance timelines until school resumes, or by mutual agreement prior to the resumption of school. Notification of such suspension must be given in writing to the district, the association and the grievant.

## **ARTICLE 9: LEAVES**

### **9.1 Parental Leave of Absence**

- 9.1.1 Maternity Leave - The Board shall provide for leave of absence from duty for any certificated teacher of the District who is required to be absent from duties because of her pregnancy, miscarriage, childbirth, and recovery, thereof. The length of the leave of absence, including the date on which the teacher shall resume duties, shall be determined in writing by the teacher and the teacher's physician. The teacher shall have the same rights and obligations as any other teacher who is disabled from working due to illness or injury.

9.1.1.1 Leave without pay may be taken, upon teacher's written request.

- 9.1.2 Paternity Leave - A male teacher shall be entitled to a maximum of ten (10) days of personal necessity leave specifically for the purpose of allowing him to care for his child or the mother of his child at or immediately after the child's birth. Providing the above specified days are available in the employee's sick leave accumulation, the use of such leave shall be charged against the employee's sick leave account.

- 9.1.3 Parental Bonding Leave - Effective January 1, 2017, to be entitled to up to 12 workweeks of parental bonding leave under this section, unit members must be eligible for child bonding leave under the California Family Rights Act (CFRA) to the extent that he or she must have been employed by the District for at least 12 months, but need not have worked 1,250 hours in the 12 months prior to commencing the leave. Paid leave used under this section shall run concurrently with unpaid CFRA child bonding leave.

9.1.3.1 For purposes of this article, "parental bonding" leave means child bonding or child care leave taken within the first 12 months following the birth of a child of the unit member or the placement of a child in the unit member's household for adoption or foster care.

9.1.3.2 Pursuant to Education Code section 44977.5, when an eligible unit member who has exhausted all paid sick leave, including accumulated sick leave, continues to be absent for purposes of parental bonding under the California Family Rights Act (CFRA; Government Code section 12945.2) he or she may use up to 12 workweeks of Extended Illness Leave under section 9.5 of this article concurrently with the

unpaid CFRA leave entitlement. Such Extended Illness Leave shall be paid as set forth in Section 9.5.1.

- 9.1.3.3 For purposes of this paid parental bonding leave only, all sick leave and accumulated sick leave shall be used and exhausted before Extended Illness Leave in Section 9.5 of this article may be utilized. The 12 workweeks shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental bonding pursuant to CFRA (Governmental Code Section 12945.2).
- 9.1.3.4 A unit member shall not be provided more than one 12-week period of paid absence for parental bonding leave in any 12-month period. However, if a school year terminates before the 12-week period is exhausted; the employee may take the balance of the 12-week period in the subsequent school year.
- 9.1.3.5 Leave taken pursuant to this section shall be in addition to leave taken by a unit member due to her disability caused or contributed to by pregnancy, childbirth or related medical condition.
- 9.1.3.6 If both parents work for the District, the maximum combined leave available to the parents for parental bonding is 12 workweeks.
- 9.1.3.7 Any parental bonding leave must be requested in writing to the Director of Human Resources, a minimum of 30 days prior to the date the leave is proposed to commence, with the exception of emergency situations, which are taken on a case by case basis.

### 9.3 Sick Leave

Every teacher shall be entitled to ten (10) days sick leave per school year.

- 9.3.1 Teachers shall report absences/leaves and/or request substitutes in accordance with guidelines as outlined in the current Teacher Handbook.
- 9.3.2 At the beginning of each school year every teacher shall receive a sick leave allotment credit, equal to his/her sick leave entitlement for the school year. A teacher may use his/her credited sick leave at any time during the school year. Teachers leaving the District before contract completion that have used the sick leave allotment credit under this provision, will have deducted 1/186 salary for each day beyond the one (1) day of sick leave allotment credit under this provision, from the last paycheck.
- 9.3.3 The District may require a physician's verification of said illness. The District will reimburse the teacher for any costs incurred in obtaining oral or written verification, unless reimbursed by insurance.
- 9.3.4 Any leave necessary for illness in the immediate family shall be taken out of the teacher's accumulated sick leave.

- 9.3.5 Resource specialist teachers may take approved sick leave on an hourly basis. Such leave shall be for either one (1) hour or two (2) hours. Absences less than two (2) hours but more than one (1) hour will be counted as two hour leaves. Absences that exceed two (2) hours will be counted as half-day leaves. Hour-by-hour leaves shall not be added to half-day leaves.

9.4 Personal Necessity Leave

- 9.4.1 Every unit member shall be entitled to use seven (7) days of his or her accumulated sick leave during each school year in the case of Personal necessity subject to the provisions of this section (9.4).
- 9.4.2 When submitting his or her Personal Necessity request, the unit member shall use the District approved Record of Absence/Leave Request form that shall be made available in the District office and at each school site.
- 9.4.3 A unit member shall notify the immediate administrator at least five (5) days in advance of taking such leave, unless an emergency makes such advance notification impossible.
- 9.4.4 A unit member shall not be required to make an advance notice to use leave in case of the following: Accident, involving his or her person or property; or the person or property of a member of his or her immediate family; or funeral of individual not of immediate family. In these cases, the reason for the request shall be given.
- 9.4.5 Personal Necessity Leave may not be used for the extension of a school holiday or extension of unit member vacation.
- 9.4.5.1 An exception to number 9.4.5 may be granted if the event occurs independent of the school holiday or vacation. To request this exemption, a reason must be included on the form.
- 9.4.6 Resource specialist teachers may take approved personal necessity leave on an hourly basis. Such leave shall be for either one (1) hour or two (2) hours. Absences less than two (2) hours but more than one (1) hour will be counted as two hour leaves. Absences that exceed two (2) hours will be counted as half-day leaves. Hour-by hour leaves shall not be added to half-day leaves.
- 9.4.7 No more than two (2) days may be taken consecutively. If more than two (2) consecutive days are desired, the unit member must submit the reason(s) for such request to his/her immediate supervisor in writing.
- 9.4.8 The decision whether to approve or disapprove the dates(s) of any of the above requested leave(s) rests exclusively with the unit member's immediate supervisor. For consistent application of this provision, an immediate supervisor may consult with the Superintendent or designee.
- 9.4.9 A request may be denied for programmatic reasons, including but not be limited to,

scheduled field trips, state-wide or district assessment days, parent conference days, and/or “Back-to-School”/”Open-House” days. Denial of such leave shall not be based upon reasons that are arbitrary or capricious.

9.5 Extended Illness Leave

- 9.5.1 If a teacher has utilized all of his/her accumulated sick leave and is still absent from duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute during the period of absence. The five (5)- months-or-less period during which the above deductions occur shall not begin until all other paid sick leave provisions for which he/she is eligible have been exhausted.
- 9.5.2 The length of the leave of absence, including the date on which the teacher shall resume duties, shall be determined by the teacher and the teacher's physician.
- 9.5.3 If there is a question about the teacher's ability to carry out classroom duties, the Superintendent has the option to request a second medical opinion. Duty schedules may be revised to alleviate problems arising from this Article
- 9.5.4 Leave without pay may be taken after the five (5) months.

9.6 Industrial Accident and Illness Leave

- 9.6.1 Teachers shall be entitled to all benefits as established in California Education Code section 44984, and said benefits shall be supplemented as follows:
  - 9.6.1.1 A teacher shall be entitled to a maximum of sixty (60) days of Industrial Illness and Accident Leave annually for any illness or injury as defined in this section. Such leave shall be non-accumulative.
  - 9.6.1.2 The length of the leave of absence, including the date on which the teacher shall resume duties, shall be determined by the teacher and the teacher's physician. If there is a question about the teacher's ability to carry out any regularly assigned duties, the Superintendent has the option to request a second medical opinion, provided that said second opinion shall be at no cost to the employee.
  - 9.6.1.3 The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the Board shall not deduct such days of absence from the accumulated sick leave of a teacher who is absent as a result of an industrial accident or illness.
  - 9.6.1.4 The provisions of California Labor Code section 132a shall apply in the administration of this section.
  - 9.6.1.5 Teachers on Industrial Accident and Illness Leave shall continue to be provided with the full range of employee fringe benefits as provided in this contract.

9.6.2 During utilization of leave as provided under this paragraph, the employee shall endorse to the District any temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

9.7 Bereavement Leave

Every teacher shall be entitled to a paid leave of absence for five (5) days in the event of the death of any member of his/her immediate family to be used in full-day increments, within a 6-month period from the date of death. This leave shall not be deducted from accumulated sick leave. The Board shall require the use of Bereavement Leave before Personal Necessity Leave days are used for purposes allowed in this paragraph. Written verification of such absence may be required by the administration.

9.8 Special Leaves

Leaves of Absence (not to be charged against sick leave) shall be granted with regular salary less any fee received for these special duties (not including mileage) for the following:

- 9.8.1 Jury duty;
- 9.8.2 Serving as a witness at a hearing;
- 9.8.3 Responding to any official order from governmental agencies for reasons not brought about through misconduct on the part of the employee.
- 9.8.4 If such duties, as outlined above, conclude 45 minutes prior to the end of "member's" students lunch period, the teacher is expected to return to his/her school site. The substitute is to be used for the remainder of the day at the teacher's discretion, or at the discretion of the site administrator if there is a shortage of substitutes on that day.

9.9 Unpaid Leaves of Absence

- 9.9.1 The Board may grant a teacher an unpaid leave of absence for the following reasons:
  - 9.9.1.1 To pursue educational improvement and advancement (Study Leave);
  - 9.9.1.2 To fulfill the role of the executor of an estate;
  - 9.9.1.3 Due to extended illness in the immediate family;
  - 9.9.1.4 Loan out to county, state or federal agency;
  - 9.9.1.5 Due to personal need: medical/physical/ emotional.
  - 9.9.1.6 For "once in a lifetime" events. Such request and reasons must be submitted in writing.
  - 9.9.1.7 Such leave will not be used for employment with another school district.
- 9.9.2 Such leave shall be for up to one (1) school year.
- 9.9.3 A teacher shall apply to the Board for such leave no later than thirty (30) days before

commencement of leave.

- 9.9.4 Teachers on unpaid leave must notify the District in writing of their intent to return by November 1 if the leave ends at the end of the first trimester or February 15 if the leave ends at the end of the second trimester.

9.10 Professional Growth Leave

The District agrees to pay reasonable expenses incurred by teachers who attend assigned workshops, seminars, and conferences. At the beginning of each school year the Association and Management will meet to review and establish a recommended prioritized list of workshops, seminars, and conferences for teacher attendance. Any other special growth leave not recommended may be requested by a teacher or building principal.

9.11 Publicly Elected Officials Leave

Publicly elected officials serving a public agency and not being compensated by a salary from or through that agency shall not have their teaching salaries reduced or deducted providing they are not absent from their work more than three (3) days during any one school year.

9.12 Personal Leave

9.12.1 Every teacher shall be entitled to use up to three (3) personal leave days per school year for any personal reason except for the extension of a school holiday or vacation.

9.12.2 To utilize this provision, a unit member must complete the District's personal leave form at least five (5) days in advance of the leave day requested.

9.12.3 The normal cost of any substitute employed to replace a teacher on Personal Leave shall be deducted from the teacher's pay warrant in the next appropriate payroll cycle pending payroll verification of leave.

9.12.4 The decision on whether to approve or disapprove the date of the requested leave rests exclusively with the unit member's immediate supervisor. For consistent application of this provision, an immediate supervisor may consult with the Superintendent or designee. However, denial of such leave shall not be based upon reasons which are arbitrary or capricious.

9.13 Placement After Leave

Any teacher who has been on an approved leave for one (1) trimester or less and who notifies the District of his/her intention to return to active employment shall be assigned to the same position which he/she held at the time the leave commenced, provided the same number of positions exist at that grade level.

9.14 Catastrophic Sick Leave Days Donation

9.14.1 For the purposes of this section, catastrophic illness or injury is defined in Education Code Section 44043.5 "Catastrophic Leave."

- 9.14.2 This leave is available for the catastrophic illness or injury of the unit member only.
- 9.14.3 Extended period of time is meant to be at least thirty (30) workdays.
- 9.14.4 LETA initiates the request to the Board of Trustees for determination of a member's catastrophic illness or injury.
- 9.14.5 Upon Board of Trustees determination of a member's catastrophic illness or injury, LETA solicits members for donation of sick leave days.
- 9.14.6 Unit members may donate up to two (2) days sick leave per incident as long as the donor has at least twelve (12) sick leave days accrued at the time of donation.
- 9.14.7 Sick leave donation authorization forms must be submitted to the district office no later than tenth day of the month following the Board of Trustees determination of catastrophic illness or injury.
- 9.14.8 Donated sick leave days for the affected member may not exceed a maximum of twelve (12) consecutive months. (Ed Code Section 44043.5)
- 9.14.9 Sick leave donation is irrevocable.

9.15 Period by Period Leave

Liberty Middle School teachers will be allowed to take period-by-period leave under the following conditions:

- 9.15.1 With prior authorization, a teacher may arrange for another teacher to cover his/her class for one period.
- 9.15.2 A teacher wishing a one-period leave shall make a request in accordance with Article 9.4.6 of the Collective Bargaining Agreement.
  - a. When submitting his or her Personal Necessity request, the unit member shall use the District approved Leave Request form. For a one-period leave, the teacher will include the name of the substituting teacher and the period of time during which the leave will be taken.
  - b. A unit member shall notify the immediate administrator at least five (5) days in advance of taking such leave.
  - c. The decision whether to approve or disapprove the requested leave rests exclusively with the unit member's immediate supervisor. For consistent application of this provision, an immediate supervisor may consult with the Superintendent or designee.
  - d. A request may be denied for programmatic reasons. Denial of such leave shall not be based upon reasons that are arbitrary or capricious.
  - e. One-period leaves will be assessed as one-hour leaves.
  - f. One-period leaves may be requested for leave purposes as defined in this Article.
- 9.15.3 The substituting teacher will provide coverage during his/her prep period.
  - a. Compensation for substituting is in accordance with Article 23 – Salaries - Extra Duty Pay.



- i. The unit member may choose one of two options for compensation; (1) The rate of pay will be \$35 per period, and will be paid during the pay period in which the service was rendered; or (2) Unit members may accumulate seven such periods and earn a comp day. Unit members who elect the comp day option must use the day within ninety (90) days after earning the seventh such period.
  1. The member must complete the District's personal necessity leave form at least five (5) days in advance of the leave day requested.
  2. There must be a substitute available on the requested day.
  3. The agreement will be arranged by the principal.
- ii. Each teacher will be responsible for keeping track of his or her days, time, and teacher worked for.
  1. Teacher Substitute Pay Sheets are available from the school secretary.
  2. The completed form must be given to the principal or his/her designee for approval prior to the 20<sup>th</sup> of the month for the month's payroll.
- b. No teacher shall be involuntarily assigned by an administrator to substitute for one period nor will any administrator be asked by a teacher to appeal to another teacher on his/her behalf.

## **ARTICLE 10: CLASS SIZE**

- 10.1 Excluding classes participating in state Class Size Reduction Programs, the desired average class load for the District has been established at 30 students. When the average class size per site exceeds 30 students for seven (7) school days, a time- table shall be set up to establish a new classroom. This timetable shall not exceed twenty-five (25) school days. If during the timetable period the average class size drops below the maximum level, the timetable terminates. A new-time table starts when the maximum is reached again. The timetable limits can be exceeded if classroom construction is necessary. The redistribution of students at the site will be a site level decision as recommended by a site committee composed of administration and teachers, and approved by the superintendent.
- 10.2 The Superintendent will meet and confer with a committee of three (3) of the Association upon request of the Association or the Superintendent regarding class size decisions.
- 10.3 Teachers with students on independent study will not be granted additional compensation if said students cause their class size to be over the District average stated in paragraph 10.1. These

- students will, however, be counted in the averaging of class size per grade level.
- 10.4 After the first ten (10) school days, no kindergarten through third grade teacher shall be assigned more than thirty-two (32) students without the agreement of the affected teacher; similarly, no fourth through sixth grade teacher shall be assigned more than thirty-three (33) students without the agreement of the affected teacher.
- 10.4.1 When enrollment in any non-CSR kindergarten through sixth grade classroom exceeds thirty (30) students or any self-contained Special Education Class exceeds fourteen (14) on the tenth and twentieth days of the register month, beginning with the first register month, up to and including the eleventh (11th) register month, the affected teacher shall receive \$50 per excess student in extra pay for twenty (20) predetermined target dates.
- 10.4.2 The District shall make its best effort to ensure that combination classes do not exceed 28 students.
- 10.4.3 At grades seven and eight, the District will make its best effort to ensure that class size averages per grade level do not exceed 30 students
- 10.5 The District agrees to act in good faith in placing students in classrooms. The District agrees not to reassign students solely for the purpose of defeating a teacher's right to class size overage pay.
- 10.6 In the event that the District receives state funds earmarked for class size reduction, the parties shall reopen this article.
- 10.7 Any unit member who works beyond the normal work day in developing an independent study of five (5) or more days shall be paid additional compensation in the amount equal to 50% of the prior year's Local Control Funding Formula (LCFF) per Average Daily Attendance (ADA) allocation divided by the number of instructional days times the number of days for which the independent study is prepared provided that the District receives compensation from the State for the student in the independent study program. When a teacher is given less than three (3) days' notice to develop an independent study program, the teacher will do the best she/he can to meet the needs of the student.
- 10.8 Self-Contained Special Education mainstreamed students shall be counted for overage calculations if total of said students are in the regular classroom for at least 2.5 hours per day, or, in the case of kindergarten, for at least 90 minutes.

## **ARTICLE 11: ASSIGNMENT AND TRANSFER OF CERTIFICATED STAFF**

- 11.1 Assignment:
- The Superintendent is responsible for the assignment and transfer of all certificated personnel within the District except that the Board shall approve any transfer that constitutes a promotion for the employee involved. Assignment to specific duties and grades shall be made by the principal subject to approval of the Superintendent.

Tentative Assignment:

- 11.1.1. All teachers shall receive verification of their tentative assignment in writing no later than April 15 that shall include the site, grade, and subject area.
  - 11.1.1.1 The District and the Association agree to meet and consult regarding resolution of unique staffing issues related to experienced staffing per grade level and/or excessive voluntary transfer requests from a particular site or grade level. The District and Association agree to explore options and solutions utilizing the Interest Based Bargaining Model. The team that meets shall minimally consist of representatives from both the District and Association Executive Board representatives from the site involved.
- 11.1.2 Principals shall tentatively assign existing teachers according to existing grade levels, projected enrollment, and requests for transfer.
- 11.1.3. If a change in student population results in a decrease in the number of position(s) in a certain grade level and increase in the number of positions at a different grade level, then volunteers will be sought from the decreasing grade level to fill positions in the increasing grade level. The site administrator will give all teachers in the affected grade level at that site the opportunity to volunteer for reassignment. If there are multiple volunteers the provisions stipulated in Section 11.3.5 will be followed. If there are no volunteers, the teacher with the least seniority from the affected grade level will be transferred. If a combination class is involved in the reduction, all teachers from grade levels that make up the combination class will be given the opportunity to volunteer for reassignment. (Example: If a 3-4 combination class is reduced then the 3-4 combination teacher and all 3<sup>rd</sup> grade and 4<sup>th</sup> grade teachers will be given an opportunity to volunteer for reassignment.)
- 11.1.4 If prior to April 1, there are known vacancies at a site, all teachers at that site will be notified and afforded an opportunity for a voluntary reassignment.
- 11.1.5 If, after assigning teachers as described above, vacancies or new positions are available in the school, the principal shall notify the Superintendent of such vacancies. After determining that a vacancy does exist, the Superintendent shall then advertise.

11.2 Transfers – Definition of Terms:

- 11.2.1 A “transfer” is: Any action which results in the movement of a teacher from his/her position and/or location that he or she held immediately preceding such action.
- 11.2.2 A transfer may be teacher-initiated ("voluntary") or district- initiated ("involuntary").
- 11.2.3 A transfer is not:
  - 11.2.3.1 A partial change of assignment at the same site to a new subject area or discipline

[grades seven (7) or eight (8) only].

11.2.3.2 A change of grade level assignment at the same site [grades seven (7) or eight (8) only].

11.2.4 A “vacancy” is a position in the bargaining unit for which funds are available and which is not occupied. A position shall be deemed vacant when:

11.2.4.1 It is newly created by the District; or

11.2.4.2 The holder of the position:

11.2.4.2.1 Resigns from the District;

11.2.4.2.2 Retires from the District;

11.2.4.2.3 Dies;

11.2.4.2.4 Voluntarily transfers into another position in the District.

11.2.5. In the event that there is an opening into which two or more teachers may be transferred, the following criteria shall be used to determine priority for the transfer:

11.2.5.1 Teachers eligible for a specific assignment as per Section 11.4.1.1.3.1

11.2.5.2 Involuntary transfers as per Section 11.4

11.2.5.3 Voluntary reassignment as per Section 11.1.5

11.2.5.4 Voluntary transfers as per Section 11.3

### 11.3 Voluntary Transfer

#### 11.3.1 Vacancy Notice

Any vacancy or new position that occurs during the school year or during the summer vacation shall be publicized internally. Such vacancy is to be posted as soon as administration determines that a vacancy exists and shall include the description and location of the position as well as the credential requirements. In the event that no unit members are appropriately credentialed for the opening, or they are designated as “hard-to-fill” subjects (Math, ELA, Science, Special Education), the District may advertise externally at the same time.

11.3.2. Application of interested parties will be notified of their standing in the screening process within ten (10) days from the closing date of the announced vacancy.

11.3.3. If a vacancy is filled internally during the period between and including September 15, through the following June 30, and if another vacancy is thus created, the new vacancy shall be subject to the same posting and other procedures described above.

11.3.3.1 If an internal transfer results in a second vacancy during the period between and including July 1 through September 14, the District will not be required to follow the above described procedures in filling the second vacancy.

11.3.3.2 In no case shall the District be required to follow posting and/or other procedures described herein when internal transfers result in a third or any other subsequent vacancy.

11.3.4 Employees desiring a transfer, as defined in this Article, shall submit a Certificated Request to Transfer form to apply for such transfer to the Superintendent or designee prior to March 1 of each school year. Such requests will state the grade level(s), subject(s) (if applicable) and school(s) desired.

11.3.5 Except as set for in 11.3.7 below, requests for voluntary transfer shall be considered on criteria that include, but are not necessarily limited to:

11.3.5.1 Credentials to perform the required services;

11.3.5.2 District-wide seniority list;

11.3.5.3 Official Evaluation;

11.3.5.4 Course work.

11.3.6 Teachers of designated classes requiring a special education credential or BCLAD authorization who have served the district in this capacity for four (4) or more consecutive years shall have the option of transferring to any regular classroom vacancy in the district for which they are properly credentialed if a qualified replacement can be found. Teachers who desire a transfer under this provision shall submit a Certificated Request to Transfer form, no later than December 1.

11.3.7 If voluntary transfer is denied the teacher shall be provided with the written reason for the denial.

11.3.8 Any unit member who voluntarily transfers during the school year to open a new class shall be allowed two (2) days of class time to prepare for the new class.

#### 11.4 Involuntary Transfer

The District shall make every effort to fill a vacancy prior to resorting to any involuntary transfer placement.

11.4.1 Involuntary transfers shall not be disciplinary in nature and shall be made for the following reasons:

11.4.1.1 To further the best interests of the school or District, provided the reason is not arbitrary.

11.4.1.1.1 Involuntary transfers will be made within the following grade levels unless agreed upon by the member being transferred: TK-3, 4-6 and 6-8 for general education and between grades TK-6 and 4-8 for SDC teachers.

11.4.1.1.2 Unit members transferred under this provision shall be accorded the provisions of 11.4.4 regardless of time of transfer.

11.4.1.1.3 Unit members transferred under this provision shall have return provisions as follows:

11.4.1.1.3.1 Unit members transferred under this provision may be returned to their prior position after two (2) years if so desired, unless by mutual decision of the district and the unit member.

Unit members who wish to transfer to open positions will indicate their intentions in writing to the district by February 1<sup>st</sup>.

11.4.1.1.4 No unit member who has completed four (4) consecutive years of employment with the district shall be involuntarily transferred more than once for the remainder of their employment with the district.

11.4.1.1.5 Unit members who are transferred after the fourth consecutive year of teaching shall be given a one-time stipend of 3% of their salary. Any involuntarily transferred unit member who does not complete one full school year in the transferred position shall be subject to a payroll deduction of a prorated amount of the one-time stipend.

11.4.1.1.6 The district shall be limited to no more than four (4) involuntary transfers district wide per year.

11.4.1.1.7 Unit members and association shall be informed of the proposed transfer for the upcoming year by written notification including stated reason for transfer by April 15.

11.4.1.2. To reassign unit members when new schools are formed, boundary adjustments are made, or when schools are closed.

11.4.1.3 To change the number of unit members in a school because of reduced or increased enrollment, reduction or expansion of programs, or program elimination.

11.4.1.4 Transfers may include movement between sites for Resource Specialists and English Language Development teachers.

11.4.2 If a decrease in the number of student occurs, the district shall seek volunteers prior to making any involuntary transfer. If an involuntary transfer becomes necessary, a teacher with seven or more consecutive years of service in the affected grade level at the school will not be transferred unless the other teachers in that grade level have more experience at the site in the affected grade. Otherwise, the unit member with the least district seniority in the affected grade levels, including combination classes containing an affected grade level, or departments at that site shall be transferred.

11.4.3 Unit members that have been involuntarily transferred after July 1 due to class or school closure shall be accorded the following:

- 11.4.3.1 If a school is closed, unit members at the school shall be accorded transfer priority as per Article 11.2.5. for filing new or vacant positions at the school(s) to which students from the closed school are being transferred. A unit member desiring such consideration shall submit a Certificated Request to Transfer form as per 11.3.4. Such priority shall apply only to vacancies that occur prior to the first teacher workday of the following school year.
- 11.4.3.2 The determination of which unit members shall fill vacancies when two (2) or more of these unit members apply for the same vacancy shall be determined on the basis of the unit member with the greatest seniority receiving the position.
- 11.4.4 Upon mutual agreement between the unit member and the site principal, unit members who are involuntarily transferred during the school year shall be allowed out of class time or compensation equivalent to the current substitute rate of pay, for preparation under the following guidelines:
- 11.4.4.1 Unit members assigned a full time class:
1. Same assignment requiring a room change on the same site – two (2) days.
  2. Different assignment not requiring a room change on the same site – two (2) days.
  3. Same assignment requiring a site change – three (3) days.
  4. Different assignment requiring a room change on the same site – four (4) days.
  5. Different assignment requiring a site change – five (5) days.
- 11.4.4.2 Unit members not assigned a full time class:
1. Same assignment requiring a room change on the same site – one (1) day.
  2. Different assignment requiring a site change – two (2) days.
  3. Partial change of assignment – prorated to portion of change.

The District shall provide reasonable assistance in the moving of the unit member's materials whenever the unit member is required to change room or site location during the school year.

## **ARTICLE 12: CERTIFICATED EVALUATION**

### **12.1 General**

Attaining and maintaining high professional standards requires a joint commitment to provide the assistance, support and proper teaching environment needed for the success of the bargaining unit member. Standards shall be clear and consistent. The parties shall use the California Standards for the Teaching Profession (CSTP), which will serve as a guide for reflective practice, continuous improvement and evaluation.

Evaluation is recognized as a desirable method to achieve the improvement of instruction and to identify skills and abilities that contribute to the success of the educational program. The district accepts as a fundamental premise for a successful evaluation program the necessity for mutual respect and confidence to exist between the evaluator and those evaluated.

## 12.2 Criteria for Evaluation

12.2.1 The criteria for evaluation shall be based on the legal standards as established by the State of California, and as provided by the express terms of this article.

12.2.2 No certificated employee shall be held accountable for any aspect of the educational program found deficient if he/she has no authority over the area in question and thus no ability to correct the deficiency.

12.2.3. Members of the bargaining unit shall not be required to participate in the evaluation of other bargaining unit members nor shall they be required to submit a written self-evaluation. However, a self-assessment tool is available as Appendix D-5 to assist the teacher in identifying goals and objectives for improving their professional practice and student learning. It is not required for the teacher to complete or submit the self-assessment tool.

## 12.3 Evaluation Plan Procedures and Timelines

12.3.1 Unit members scheduled for evaluation during the year shall be so notified by their evaluator by the end of the first 10 days of instruction. The teacher shall be provided with the CSTP and a copy of each of the evaluation forms.

12.3.2 The evaluator and teachers to be evaluated shall meet for the preliminary conference prior to the end of the first trimester. The purpose of the preliminary conference shall be to reach mutual agreement on an evaluation plan.

a. Both the evaluator and the teacher shall keep a copy of the Evaluation Plan (see Appendix D-4).

b. The evaluation plan may be revised during the course of the year by mutual agreement between the evaluator and the teacher.

## 12.4 Classroom Observation Procedures and Timelines

12.4.1 The observation schedule is as follows:



- a. Probationary teachers: Minimum of two (2) performance evaluations and one (1) formal observation cycle annually,
- b. Permanent teachers: Minimum of one (1) performance evaluation and one (1) formal observation cycle every two (2) years,
- c. Permanent teachers with 10+ years of service: By mutual consent of the evaluator and the teacher, a minimum of one (1) performance evaluation every five (5) years and a minimum of one (1) formal observation cycle every five years in accordance with the California Education Code section 44664, which requires the following criteria:

- 1. The unit member has permanent status;
- 2. The unit member has been employed by the district for at least ten years;
- 3. The unit member meets the NCLB definition of a highly qualified teacher; and,
- 4. The unit member's previous evaluation indicates the member meets or exceeds district standards.
- 5. If either the unit member or the evaluator wants to change the evaluation agreement, either may withdraw consent at any time.

12.4.2 The formal observation cycles shall include the following elements:

- a. The evaluator and teacher shall meet for a pre-observation conference not more than ten (10) days prior to the formal observation to review the evaluation plan and discuss the formal observation. Using the California Standards for the Teaching Profession (CSTP), the evaluator and teacher shall agree on the standards to be observed.
- b. During the observation(s), the evaluator shall use an agreed-upon Lesson Observation Form (see Appendix D-3).
- c. The evaluator and teacher shall meet for a post-observation conference not more than five (5) days following the formal observation during which the evaluator and teacher shall review the Lesson Observation Form and evaluator's assessment of teacher's performance.
- d. Unless the evaluator and teacher mutually agree to a lesser amount of time, the formal observation cycle for probationary and permanent teachers shall be completed at least ten (10) days prior to the performance evaluation. A second observation cycle, if necessary, may be completed for probationary teachers at the discretion of the evaluator.

12.4.3. Should the evaluator cite one or more deficiencies in the observation report, the evaluator and teacher shall make recommendations for improving the deficiencies. The teacher may request, and will be granted, an additional formal observation for the purpose of demonstrating a correction of the cited deficiency.

12.4.4. If the evaluator determines that the cited areas which do not meet standards have reached proficient levels of practice, this will be noted in the employee's subsequent observation.

- 12.4.5. The finalized formal observation form and any attachments shall be signed by the unit member and primary evaluator, with copies provided to the unit member.
- 12.4.6. Two (2) formal observations shall take place prior to a "Does Not Meet Standards" rating in CSTP 1, 2 and/or 4 on the performance evaluation for permanent employees.
- 12.4.7. After informal observations have been made, the evaluator shall give the teacher a verbal or written progress report based on the California Standards for the Teaching Profession.

## 12.5 Performance Evaluation Procedures and Timelines

- 12.5.1. The evaluation schedule is as follows:
  - a. Probationary teachers: The first evaluation shall be held prior to winter break; the second evaluation shall be held at least thirty (30) calendar days prior to end of the school year.
  - b. Permanent teachers: The final evaluation shall be held at least thirty (30) calendar days prior to the end of the school year.
- 12.5.2. Both evaluatee and evaluator shall be required to sign the performance evaluation(s). Signature of the evaluatee does not necessarily indicate concurrence with the evaluation, it merely signifies acknowledgement of receipt.
- 12.5.3. The evaluatee shall have a right to attach a written response to evaluations containing stated deficiencies. Written statements in response to evaluations shall be dated and received by the evaluator within ten (10) days from the date of the evaluation, and will be placed in the teacher's personnel file.
- 12.5.4. The certificated employee's evaluator shall assist the teacher in the correction of any deficiencies. Such action shall include specific recommendations for improvement and direct assistance in implementing such recommendation.
  - 12.5.4.1 It will be the responsibility of the teacher to help remediate any of his/her identified problem areas by attempting to implement suggestions made by the administration, recognizing that not every suggestion will resolve every problem.
- 12.5.5. The evaluator shall not base his/her evaluation of a certificated employee on any hearsay or unsubstantiated information.
- 12.5.6. No evaluation of performance shall be predicated upon non-school related personal activities which have no impact upon the teacher's effectiveness as a teacher, unless in violation of the Education Code.
- 12.5.7. A teacher shall receive a copy of any material before it is placed in his/her personnel file.
- 12.5.8. The evaluation forms may be changed during this Agreement only by mutual agreement by the Association and the District. (Appendix D through D-6).

## 12.6 Evaluation Ratings

Unit members shall receive an overall rating of “Exceeds Standards (4),” “Meets Standards (3),” “Growth Expected (2),” or “Does Not Meet Standards (1)” in each of the six standards of the CSTP. It is the intent of the parties to encourage unit members to advance their teaching practice on a continual basis against the standards in the CSTP.

The judgments reached by the evaluator are not subject to the grievance procedure. Judgments concerning the professional practice of the unit member shall be reasonably related to multiple sources of information consistent with the standards in the CSTP.

## 12.7 Peer Support Coach/Teacher Development Plan (TDP) Program: This section shall be in effect only when permanent teacher(s) receive “Does Not Meet Standards” evaluation in CSTP 1, 2 and/or 4.

12.7.1 Whenever a permanent teacher receives a rating on his/her evaluation of “Does Not Meet Standards” in CSTP 1, 2 and/or 4 because of deficits in his/her/professional practices, the District shall provide the teacher with a Peer Support Coach and Teacher Development Plan (TDP) to support and assist the teacher during the ensuing school year in improving his/her performance. The Teacher Development Plan (TDP) is a voluntary program and shall include goals for improving professional practices to promote student learning, together with objective criteria to measure progress towards stated performance goals.

12.7.2 Voluntary Teachers Assistance Program: This component shall provide assistance to teachers who volunteer for the Program.

12.7.2.1 Teachers desiring assistance in improving their teaching practice may request such assistance on a confidential basis.

12.7.3 The District will inform the LETA President at the same time that a teacher is being referred for peer support

12.7.4 The evaluator will select the peer support coach(es) by May 1<sup>st</sup> of each year.

12.7.5 If a peer support coach leaves employment prior to the completion of his or her term, the vacant position shall be filled for the remainder of the term in the same manner by which the departed member was originally chosen or designated.

12.8 The Peer Support Coach will be selected by the evaluator from the current pool of peer support coaches.

## 12.9 Referred Permanent Teacher Peer Support Coach Program

12.9.1 The purpose of this Program is to provide support to permanent teachers whose performance has been evaluated as "does not meet standards" in CSTP 1, 2 and/or 4 by the principal or designated evaluator.

- 12.9.2 Support provided by the peer support coach shall focus on the specific areas recommended for improvement by the participating teacher's evaluator based upon the "does not meet standards" rating or ratings in the performance evaluation that resulted in the referral to the Peer Support Coach/Teacher Development Plan (TDP) Program.
- 12.9.3 Peer support shall be preceded by a conference held by June 1<sup>st</sup> of the year after the teacher receives the "does not meet standards" evaluation. The conference shall involve the teacher being referred, the evaluator and the Peer Support Coach, to develop the Teacher Development Plan (TDP). If the permanent teacher so desires, the Association shall provide representation in this meeting. A copy of the TDP will be provided to the participants in the conference prior to the first day of school.
- 12.9.4 The support shall be provided by peer support coaches under this Article and shall be monitored by the Assistant Superintendent.
- 12.9.5 The course of support shall include one or more of the following:
- 12.9.5.1 Multiple classroom observations by the peer support coach;
  - 12.9.5.2 Support specific to the area of the CSTP(s) for which the teacher received a "does not meet standards" rating.
  - 12.9.5.3 Opportunities for the teacher receiving support to observe exemplary practice, either by the peer support coach or other exemplary teachers;
  - 12.9.5.4 District and/or site provided professional development opportunities;
  - 12.9.5.7 The parties understand that every possible subject matter competency may not be available within the corps of peer support coaches, and therefore, it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the peer support coach shall maintain prime responsibility for the Teacher Development Plan, but may function more like a case carrier who assures the availability of appropriate resources.
- 12.9.6 Communication and consultation with the principal/evaluator shall be ongoing.
- 12.9.7 Nothing in this article precludes the principal/evaluator or District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of his or her professional obligations.
- 12.9.8 Written peer-support logs shall be completed by the Peer Support Coach on a monthly basis and shall be made available for review by the Assistant Superintendent throughout the year. The Peer Support Coach will share all written support logs during a conference with the teacher, prior to submission to the Assistant Superintendent. A copy of the written support logs may be provided to the principal/evaluator.

12.9.9 The Peer Support Coach shall submit written final report regarding the teacher's participation in the Peer Support Coach/Teacher Development Plan (TDP) Program to the Assistant Superintendent no later than April 1st. This report shall describe the measures of support provided to the teacher and describe the results of the support in the area or areas recommended for improvement. The teacher shall have the opportunity to attach his or her comments.

12.9.10 Continuance in the Peer Support Coach/Teacher Development Plan (TDP) Process:

12.9.10.1 The teacher will exit the program if they receive a "meets or exceeds standards" in the CSTP(s) that originally resulted in their placement in the program.-

12.9.10.2 The support may be extended to a second year if the teacher improves to a "growth expected" rating, in the CSTP 1, 2 and/or 4 that originally resulted in their placement in the program, through mutual agreement between the evaluator and the participating teacher.

12.9.10.3 If a teacher continues to have a "does not meet standards" rating in CSTP 1, 2 and/or 4, the teacher and/or evaluator can terminate the participation in the program.

12.10 Permanent Teacher Due Process Rights

12.10.1 The permanent teacher shall be entitled to review all written reports generated by the peer support coach prior to their submission to the Assistant Superintendent and to have affixed thereto his or her comments. To effectuate this right, the peer support coach shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to any submission to the Assistant Superintendent. At the conclusion of the Teacher Development Plan the District shall provide all records to the effected member. The District shall not utilize any records gained during the TDP for the purposes of evaluation, or discipline.

12.10.2 The permanent teacher shall have the right to timely support logs and written reports.

12.10.3 The permanent teacher shall have the right to present reasons why a specific peer support coach should be replaced and another coach substituted and to have those reasons considered.

12.10.4 A teacher shall not have access to the grievance process to challenge the content of logs or reports, but may file responses that shall become part of the official record of the support.

12.10.5 This Program in no manner diminishes the legal rights of bargaining unit members.

- 12.11 Other Provisions
- 12.12 Governing Board Review: Nothing herein shall preclude the Board from examining information that it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.
- 12.13 Retention of Education Code Rights: Nothing herein shall modify or in any manner affect rights of the Governing Board/District or teacher under provisions of the Education Code relating to employment, classification, retention or non-reelection of certificated staff.
  - 12.13.1 Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section 44938.
- 12.14 Confidentiality: All proceedings and materials related to the administration of this program shall be strictly confidential. Therefore, peer support coaches may disclose such information only as necessary to administer the Program.
- 12.15 Records: Documents and writings relating to an employee's participation in the Peer Support/Teacher Development Plan (TDP) program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code section 6250 et. Seq.).
- 12.16 Non-Management/Supervisory Status: Functions performed by teacher peer support coaches pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the Government Code.
- 12.17 Association Representation: A participating teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.
- 12.18 Miscellaneous Provisions
  - 12.18.1 Negative information or complaints relative to the professional and/or personal conduct of a teacher that comes to the District from a citizen, parent, or teacher shall be handled using the following procedure:
    - 12.18.1.1 Any administrator receiving a verbal complaint regarding a teacher shall recommend that the complainant communicate directly with the teacher in order to resolve the complaint.
    - 12.18.1.2 If the complainant is unable or unwilling to resolve the complaint directly with the teacher, he/she may submit an oral or written complaint to the principal.
    - 12.18.1.3 If the principal is unable to resolve an oral complaint within 5 days of its receipt, the teacher will be informed of the complaint and the complainant shall be required to submit the complaint in writing.
  - 12.18.2 Any written complaint made by a citizen, parent, or teacher about a teacher shall be

provided to the teacher by a District representative within five (5) days after receipt of the complaint by the District. If the complaint is received while the teacher is off track or on leave, a copy of the complaint shall be mailed to the teacher within five (5) days stated herein.

- 12.18.3 If the teacher who is the subject of the complaint believes that the allegations set forth are sufficient to warrant a meeting, the teacher shall attempt to schedule meeting with the complainant. The parent or administration may also call said meeting.
- 12.18.4 If the matter is not resolved at the meeting to the satisfaction of the complainant, within 30 days, he/she/they may carry the complaint to the Superintendent or designee.
  - 12.18.4.1 If the complainant forwards no written statement, the matter is dropped.
  - 12.18.4.2 The Superintendent or designee shall attempt to resolve the complaint to the satisfaction of the complainant within 30 days; however, the complainant may ask to address the Board regarding the complaint. All parties to a complaint may be asked to attend a Board meeting in order to clarify the issue and present evidence. The decision of the Board shall be final.
- 12.18.5 Any teacher response to a written complaint will be attached to the statement.
- 12.18.6 Any negative information relative to the professional and/or personal conduct of a teacher during the work day or while participating in professional activities, that is initiated by a student (s) will be investigated in accordance with District Policy and Education Code.
- 12.18.7 In its creation and handling of the personnel files of teachers, the District shall comply with applicable provisions of the Education Code.
- 12.18.8 There shall be only one personnel file on each teacher that shall be located in the District Office. However, it shall be understood that managers may have temporary files on evaluatees in their respective offices that shall be forwarded at an appropriate time to the permanent file.
- 12.18.9 A teacher shall have the right to examine his/her personnel file and obtain copies of the materials in the file consistent with the provisions of the law. Such material is not to include ratings, reports, or records which:
  - 12.18.9.1 Were obtained prior to the employment of the person(s) involved;
  - 12.18.9.2 Were prepared by an identifiable examination committee member(s);
  - or,
  - 12.18.9.3 Were obtained in connection with a promotional examination.
- 12.18.10 The person who causes material to be placed in the personnel file shall sign and date the material. Derogatory material shall be placed in the personnel file only after the teacher

has been given an opportunity to review and comment on said material. Such material shall be filed within a reasonable period of time from the date of the incident or action.

12.18.11 The teacher shall have the right to authorize a representative to examine his/her personnel file and obtain copies of appropriate items within the file. Such authorization shall be given in writing and signed and dated by the authorizing teacher.

12.18.12 Costs of reproducing materials shall be borne by the teacher requesting such materials to be copied. Costs shall not exceed fifteen cents (\$.15) per page.

### **ARTICLE 13: TEACHER SAFETY**

13.1 When a student receives a disciplinary referral from a teacher, the teacher shall so inform his/her immediate administrator or designee, and upon his/her request attempt to contact the parent or guardian. The administrator or designee shall meet with the student to remedy the problem. This will be done prior to the student's return to the classroom.

13.2 A teacher may suspend a student from his/her classroom in accordance with California Education Code section 48910, for the day of the act(s) giving rise to the suspension and for the day following. Reasons for the suspension may be any of those set forth in California Education Code section 48900. Examples shall include:

13.2.1 Damaging or attempting to damage school property;

13.2.2 Stealing or attempting to steal school property;

13.2.3 Damaging or attempting to damage private property;

13.2.4 Stealing or attempting to steal private property;

13.2.5 Causing, attempting to cause, or threatening to cause physical injury to another person except in self-defense;

13.2.6 Possessing, selling, or otherwise furnishing any firearm, knife, explosive, or other dangerous object of no reasonable use to the pupil at school, or at a school activity off school grounds;

13.2.7 Unlawfully possessing, using, selling, or otherwise furnishing or being under the influence of any controlled substance, as defined in section 11007 of the Health and Safety Code, alcoholic beverage, or intoxicant of any kind;

13.2.8 Possessing or using tobacco on school premises;

13.2.9 Committing an obscene act or engaging in habitual profanity or vulgarity;

13.2.10 Disrupting school activities or otherwise willfully defying the valid authority of the teacher.

13.3 The teacher shall immediately report the suspension to the principal and send the student to the principal for appropriate action. The teacher shall, as soon as practicable, attempt contact with the parent or guardian of the pupil and request a parent-teacher conference regarding the



suspension.

- 13.4 A written description of the rights and duties of all administrators and teachers with respect to student discipline and the rights of suspended students shall be presented to each teacher on the first day of the established work year.
- 13.5 When, in the judgment of a teacher, a student's behavior represents a danger to the safety of the teacher and/or others and requires the attention of the principal, vice-principal, counselor, psychologist, physician or other specialist, he/she shall so inform his/her principal or immediate supervisor. The principal or immediate supervisor shall arrange as soon as possible for a conference between himself/herself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- 13.6 An employee may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person within the control of a pupil.
- 13.7 Employees shall immediately report cases of assault suffered by them, in connection with their employment, to their immediate administrator who will report the incident to the Superintendent and local law enforcement agencies if either or both parties deem necessary. The Superintendent or designee shall assist the teacher in completing any written reports relative to the incident, and, upon request, shall provide any information relating to the incident in possession of the District that is not privileged under the law. Further, the Superintendent shall act in appropriate ways as liaison between the employee, the police, and the courts.
- 13.8 If criminal or civil proceedings are brought against an employee in connection with his/her employment, such employee may request the governing board to furnish legal counsel to defend him/her in any civil action or proceedings brought against him/her, within the limits of existing school insurance policies, and Education Code sections. It should be understood that this section in no way obligates the District to hire additional legal counsel.
- 13.9 Reimbursement to employees for the cost of medical, surgical, or hospital services incurred as the result of injuries sustained in the course of employment shall be made under rules established by Workers' Compensation.
- 13.10 The Board shall reimburse teachers for any loss, damage, or destruction of clothing or personal property such as, but not limited to, watches, hearing aides, eyeglasses, dentures, and vehicles (if the vehicle is parked on District property and a police report is filed and only to the extent of the insurance deductible) which must in the course of employment be worn, used or otherwise maintained at the work site while the employee is in the performance of services for the District if such loss, damage, or destruction is sustained through causes other than normal wear and/or the

negligence of the employee. The District may, at its option, replace or repair the lost, damaged, or destroyed property, provided that the repaired or replaced property is equal in condition and quality to the original.

13.10.1 The District shall not be directly responsible for any single claim under the provision in an amount over two hundred and fifty dollars (\$250). All such claims shall be filed with the District within thirty days of the loss.

13.10.2 Nothing in this provision shall be interpreted so as to prevent the employee from seeking reimbursement (not made by the District on a loss) from the District's insurance carrier.

13.11 The District shall organize a safety committee for the purpose of investigating unsafe or unhealthy working conditions within the work sites and shall appoint a safety officer that shall serve as the permanent chairperson of the safety committee.

13.12 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or well-being. Teachers shall report unsafe working conditions to their supervisor as quickly as it is possible to do so.

#### **ARTICLE 14: TEMPORARY TEACHERS**

A temporary teacher is an employee as defined in section 44919 and 44920 in the Education Code.

14.1 A temporary teacher is a teacher who is hired to replace a teacher on any leave for a period of one year, but not less than one semester, during a school year.

14.2 A temporary teacher is entitled to all rights of teachers within this district, excluding rehiring for the succeeding school year.

#### **ARTICLE 15: EARLY RETIREMENT PLANS**

##### **15.1 Part-Time Employment with Full Retirement Credit**

The District may participate in the pre-retirement reduced workload program as defined in Education Code sections 44922 and 22724.

##### **15.1.1 Eligibility**

15.1.1.1 The employee must have reached the age of fifty-five (55) prior to his/her reduction in workload.

15.1.1.2 The employee must have been employed full-time by the District in a position requiring certification for at least ten (10) years.

15.1.1.3 The option of part-time employment must be initiated at the request of the employee and can be revoked only with the mutual consent of the employer and the employee.

15.1.2 **Compensation** - A unit member shall be paid a salary which is the pro rata share of the

salary that would have been earned had the unit member not elected to exercise the option of reduced services employment. The unit member's STRS contribution paid by both the District and the unit member shall be the same as if the unit member taught full-time.

15.1.3 Effect on Benefits - The District shall pay the premium for fringe benefits at the same rate that is provided full-time unit members.

15.1.4 Return to Full-Time Employment - A reduced services unit member may be returned to full-time employment only with the mutual consent of the unit member and the Board.

15.2 Golden Handshake Plan

The district will negotiate a Golden Handshake plan if and when such a plan becomes available from the state of California.

15.3 Retirement Incentive Program

The Board of Trustees may offer a Retirement Incentive Program, details of which will be determined at the time the Board approves the plan.

## **ARTICLE 16: STATUTORY CHANGES**

16.1 Improvements, reductions, eliminations, or any other changes in teacher benefits which are made mandatory in California law, federal law, or by PERB ruling, shall take precedence over appropriate articles of this Agreement.

16.2 When the above agencies establish room for freedom of action for any mandatory change in this Agreement, the Board and the Association shall renegotiate applicable parts of the Agreement within the established mandate.

## **ARTICLE 17: SAVINGS PROVISIONS**

17.1 If any provision of this Agreement is held to be contrary to law, or PERB rules, as interpreted by the State Supreme Court or the Attorney General, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

17.2 In the event that any provision of the Agreement is held invalid as a result of a final judgment handed down by the highest court of competent jurisdiction, such decision shall not invalidate any other provision of this Agreement, and all remaining provisions shall remain in full force and effect.

17.3 Should a provision or application be deemed invalid as described in "17.2", above, the District and the Association shall meet to negotiate a successor provision, provided the subject is within the scope of representation pursuant to California Government Code Section 3543.2

## **ARTICLE 18: MISCELLANEOUS**

18.1 All grant requests must have prior District approval.

- 18.2 All teachers who participate in the production of tapes, publications or other produced educational materials on their own time and off school premises shall retain residual rights should they be copyrighted or sold by the Board.
- 18.3 Within thirty (30) days of ratification of the Agreement by both parties herein, the Board shall deliver to LETA a copy of the contract for distribution to each teacher in the District. This does not set a precedent for printing or distribution of Association documents or Board policy.
- 18.4 Resignations may be accepted by the Superintendent after a forty-eight (48) hour grace period which the teacher may rescind the resignation. The forty-eight (48) hour grace period shall be tolled on Saturdays, Sundays and holidays for which the District office is closed. In such case, the grace period shall extend until noon of the first District office business day following the Saturday, Sunday or holiday.
- 18.5 The Superintendent and LETA Leadership (President and/or his/her designee(s)) will make every effort to meet once per month to discuss matters covered by the contract and issues unrelated to the contract for the purpose of improved communication, professional development, problem solving and dispute resolution.
- 18.6 There is a need to consult with the Association, as one of the state-identified stakeholders on development of a Local Control Accountability Plan (LCAP).
- 18.6.1 The District will meet and confer with Association officers, or their designees, no later than May 1 of each year to solicit input from the Association about the LCAP for the following school year. The most current draft version of the LCAP for the subsequent school year will be provided to the Association at least five days prior to such meeting.
- 18.6.2 The parties agree that negotiations will occur prior to implementation of negotiable issues and/or over the impact of those issues.

## **ARTICLE 19: HEALTH AND WELFARE**

### **19.1 Basic Programs**

- 19.1.1 The District participates in the health insurance program administered by Self-Insured Schools of California (SISC) under a Joint Powers Agreement (JPA). The health insurance rates & premiums are dependent on one hundred percent (100%) participation of eligible full-time employees. The District and the Association may form a joint committee to review health benefits with the goal of cost containment.
- 19.1.2 The District will provide health insurance for all employees and their dependents. By September 1<sup>st</sup> of each year employees will select one of the agreed upon offered plans specified in Appendix C.

- 19.1.2.1 Effective for the 2022/2023 school year, the district will contribute thirteen thousand eight hundred ninety-nine dollars and no cents (\$13,899), retroactive to July 1, 2022 per employee, for health and welfare premiums for bargaining unit members, which covers at least the cost of Plan C (Medical, Incentive Dental, Vision and Life Insurance). Any amount required for premiums to maintain the coverage provided by this article in excess of district contributions shall be paid by the unit member through withholdings from his or her monthly paycheck.
- 19.1.3 The District will provide vision insurance coverage for all employees and their eligible dependents under a plan identified on Appendix C.
- 19.1.4 The District will provide Dental insurance coverage for all employees and their eligible dependents under a plan identified on Appendix C.
- 19.1.5 The orthodontia coverage provided through Delta Dental Plan or Delta Dental Preferred Option can be reviewed on Appendix C.
- 19.1.6 The District will provide prescription drug coverage under a plan identified on Appendix C.
- 19.1.7 The District will provide a \$70,000 term life insurance.
- 19.1.8 Unit members may use the District's IRC 125 plan, at District expense, only for the cost of health and welfare premiums paid by payroll deduction.
- 19.2 District-paid Insurance Program for Retirees
  - 19.2.1 The District shall provide the annual fringe benefit entitlement for insurance coverage as described in paragraph 19.1.2 above, with a District contribution limited to the amount paid by the District during the employee's last year of service for persons who have retired from the District when such persons meet the following qualifications:
    - 19.2.1.1 Are at or between the ages of fifty-five (55) and sixty-five (65) at the time of their retirement.
      - 19.2.1.1.1 For employees who's Medicare eligibility begins later than age sixty-five (65), the employee must be within 10 years of date of eligibility.
    - 19.2.1.2 Have been employed in the Lemoore Union Elementary School District for ten (10) consecutive years prior to retirement. An authorized leave of absence or sabbatical leave shall not be considered a break in consecutive years.
    - 19.2.1.3 Such continued coverage is available only for retirees who maintained coverage as an active employee and sign up for continued

coverage immediately after the end of their employment without a break in coverage.

19.2.1.4 Have retired under the provisions of the State Teachers Retirement System.

19.2.1.5 Have, along with their eligible dependents, enrolled in Medicare Part "A," if and when qualified through Social Security.

19.2.1.6 Have, along with their eligible dependents, enrolled in Medicare Part "B" upon becoming qualified for such enrollment.

19.2.2 Medicare "A" and "B" benefits shall be coordinated with the benefits provided in this section until they are terminated at age sixty-five (65).

19.2.3 The indicated entitlement for benefits shall cease as of the first day of the month following the retiree's sixty-fifth (65th) birthday or the first day of the month following Medicare eligibility if eligibility begins later than age 65. If retiree is not eligible for Medicare, entitlement shall cease as of the first day of the month following the retiree's sixty-fifth 65<sup>th</sup> birthday. The retiree shall, however following the retiree's sixty-fifth 65<sup>th</sup> birthday, be entitled to continue his/her coverage under the insurance programs described in 19.2 above, by paying to the District, monthly in advance, amounts equal to the cost of the benefits under the retiree schedule.

### 19.3 Retiree-Paid Health Insurance Program

Teachers retiring after their fifty-fifth (55th) birthday who do not meet the service requirements shall have the option at the time of their retirement to continue membership in District's medical, dental and vision group insurance plans at the retiree's expense.

- a. Such continued coverage is available only for retirees who maintained coverage as an active employee and sign up for continued coverage immediately after the end of their employment without a lapse in coverage.
- b. Payments for benefit coverage shall be made on a monthly basis by the insured prior to the premium due date.
- c. Failure to make said timely premium payment may result in cancellation of group insurance.
- d. In order to continue such coverage beyond the insured's sixty-fifth (65th) birthday, the retiree and/or dependents shall, when eligible without additional cost to the insured, be required to enroll in Medicare Part A. In any case, the retiree and/or dependents shall be required to enroll in Medicare Part B by payment of the required premiums.
- e. The District agrees to inform potential retirees of the cost, payment procedures, payment changes, and premium due dates at the time of their retirement.

19.4 Benefits During Leave

- 19.4.1 Employees who are absent on account of illness and who have exhausted their accumulated paid sick leave shall continue to receive full insurance coverage to be paid by the board at the current cap level for a period of not less than twelve (12) months beyond the first one hundred (100) working days following the exhaustion of sick leave. Employees will cooperate with the district in filing any premium waivers. Employee remains responsible for any employee share of insurance premiums.
- 19.4.2 Except in cases prohibited by law, at least two weeks prior to the commencement of an unpaid leave approved by the Board, the unit member shall notify the District in writing whether the unit member desires to continue the District insurance coverage for the leave of absence. If the unit member fails to do so, he/she shall be dropped from the insurance coverage. The District agrees to remind unit members of their obligations under this section.

19.5 Medical Examinations and Tests.

All medical examinations and tests related to application requirements for new employees shall be paid by the employee. This provision shall also apply to teachers seeking a change of position within the system and/or credential renewal.

19.6 Duration of Benefits.

Should an employee's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such employee shall be entitled to continued paid coverage under the District provided insurance plans until August 31 of the ensuing year.

**ARTICLE 20: SCHOOL CALENDAR AND WORK YEAR**

- 20.1 The normal work year for full time employees covered by this agreement shall consist of 186 days.
- 20.2 In accordance with the County and Board Approved Local Control and Accountability Plan (LCAP) for Lemoore Union Elementary School District, the District devotes three (3) teacher work days during the teacher work year (186 days), for professional development, not to be scheduled on holidays or during recess periods, on days before or after a holiday or recess period at the conclusion of the instructional year.
- 20.2.1 The duty schedule for these three (3) days will begin at 8:00 AM and conclude at 3:00 PM. A one hour, duty-free lunch period will be provided from 11:00 AM until 12:00 noon. A ten (10) minute break will be given approximately mid-morning and mid-afternoon.
- 20.2.2 Unit members will follow the leave process in accordance with Article 9; however, for leave purposes during these days of professional development, unit members may

- take approved leave on an hourly basis.
- 20.2.3 Unit members will be afforded the opportunity to evaluate and comment upon professional development provided during these days and the district shall share the results of these evaluations with unit members.
- 20.3 The current school year calendar shall be as attached as Appendix A.
- 20.4 The District will provide the proposed school calendar to the LETA President and his/her designated site representative(s) for review prior to seeking Board of Trustees approval.

## **ARTICLE 21: HOURS AND ADJUNCT DUTIES**

### **21.1 Professional Day**

The District and the Association agree to work collaboratively to maintain a professional day within the context of 21.1.1.

- 21.1.1 The District and the Association recognize that the nature of a teacher's day-to-day professional responsibilities does not lend itself to an instructional day or week of rigidly established length. However, teachers are expected to be prepared to begin their instructional responsibilities prior to the morning tardy bell.
- 21.1.2 It is recognized that teachers will continue to manage their responsibilities in a professional manner. It is acknowledged that the professional day includes specified instructional time and adjunct responsibilities. Teachers will manage their respective professional responsibilities.
- 21.1.3 A committee consisting of representatives from the District and the Association will meet annually, or upon written request by either party to review implementation of the professional development (including but not limited to scheduling of meetings and content of 5:00 days) and make recommendations for modification or continued adoption.
- 21.1.4 Professional duties include, but are not limited to, participation in SSTs, IEPs, parent meetings, student supervision duties, scheduled parent conferences, grade level, staff, and district meetings. Required evening activities include Back-to-School and Open House nights. Optional evening activities include programs and concerts. Student supervision duty schedules will be developed and implemented by site administration in consultation with staff. If agreement is not reached by 4:00 p.m. on the last teacher workday, the site administrator's schedule will be implemented until a new schedule is agreed to.
- 21.1.5 Unless agreed to by participating staff, SSTs and IEPs shall not begin prior to 7:45 a.m. or shall not conclude after 4:00 p.m.

21.1.5.1 It is recognized that parents have the legal right to request IEP meetings



to be scheduled at a reasonable time beyond the normal teacher workday, but every attempt will be made to schedule IEPs in a manner consistent with 21.1.1.

21.1.6 Staff shall be given at least one week's notification of SST, IEP, and staff meetings.

21.1.6.1 Administration shall schedule no more than two (2) staff meetings per month. Elementary staff meetings shall be on Mondays, timely, well planned, and shall conclude by 3:45 p.m. (elementary schools) or 4:00 p.m. (middle school)

21.1.6.2 No after school meetings shall be scheduled the last working day of the week unless agreed to by the teacher. Every attempt will be made to schedule IEP's on another workday. However in the event that an IEP meeting must fall on a Friday afternoon, this provision will be waived.

21.1.7 Early-Out Days (Early Outs): Early Outs are designated Mondays during which students are dismissed earlier than the normal student day. The time following Early Out dismissal shall be used as collaboration time, and teachers are expected to be on campus until the end of the normal student day. An Early Out shall not be scheduled during the full week of Parent Conferences occurring during Trimester 1. During the Early Out time, on the Monday prior to the full week of parent conferences, this time will be used for PLC purposes and/or items related to parent conferences and no staff meeting or 5:00 day will be scheduled. One Early out will be set aside to be used by the District for Staff Appreciation Day activities.

21.1.8 Collaboration Time: Teachers shall meet on campus for team collaboration from dismissal time until the end of the normal student day. "Team collaboration" is defined as a meeting for the purpose of joint planning for instruction, review and analysis of student achievement data, and sharing instructional strategies to maximize student learning. "Teams" are both horizontal (teachers from the same grade level) and vertical (teachers from multiple grade levels). Special education and resource teachers meet as teams or participate in other team meetings. With at least five days notification to school principal, teams may meet to collaborate with a team or teams at another site.

21.2 Teachers shall not be required to provide direct instructional contact with their students on an annual basis in excess of the following maximums:

Transitional Kindergarten/Kindergarten.....	53,670 minutes
1st through 3rd grade.....	53,670 minutes
4th through 6th grade.....	57,170 minutes
7th & 8th grade.....	57,447 minutes

21.3 The instructional day for afternoon TK-6 students shall end by 2:55 p.m.; for grades 7-8

students, by 3:00 p.m.

- 21.4 The District may require each unit member to remain on duty no later than 5:00 p.m. on up to eight (8) days, during the regular school year for the purpose of attending staff or district meetings. Five o'clock days are for the purpose of professional development and training only. Five o'clock days may be split by grade levels. The District Administrator shall notify the affected bargaining unit members in the weekly bulletin or by memo at least one (1) week in advance of the meeting.
  - 21.4.1 If inclement weather occurs on a scheduled 5:00 staff development day, the staff development activity will occur as scheduled. Teachers will be given a fifteen (15) minute break between the time the students leave and the staff development activities begin.
- 21.5 All full time seventh and eighth grade teachers shall receive one (1) preparation period per day. After notifying a school administrator, teachers may leave campus during prep period to conduct business at the District Office, IMS, or other District school sites. With approval of a school administrator, teachers may leave campus during prep period to conduct business at other locations.
- 21.6 With the exception of days of inclement weather, during which it is necessary to cancel student recess periods, unit members will be entitled to two (2) break periods during each instructional day. Such break periods shall, under normal circumstances, be at least fifteen (15) minutes in length and shall be scheduled so that one occurs at or near the middle of the morning instructional period and the other occurs at or near the middle of the afternoon instructional period.
- 21.7 On Foggy Day Schedules the days before Thanksgiving and Christmas holidays the students shall be dismissed at the regular early out time.
- 21.8 The District will schedule Early Out Days during the last week of the school year.
- 21.9 Unit members who travel from one school to another on a regular basis shall have the same right to a lunch period and physical relief as do other unit members.
- 21.10 On Foggy days, the instructional day will begin at 9:00 a.m. with no change in the release time.

## **ARTICLE 22: TEACHING CONDITIONS**

### **22.1 Supplies and Repairs**

- 22.1.1 Teachers shall be provided with the textbooks, reference books, equipment, supplies, materials, storage space and classroom facilities necessary to properly perform their assigned duties.
- 22.1.2 Requests for the repair of equipment and instructional devices needed by a teacher shall be fulfilled as soon as reasonably possible.
- 22.1.3 Except in emergencies, necessary repairs and maintenance of classrooms shall be made at a time that will not interfere with the instructional program.

## 22.2 Classroom Aides

22.2.1 When an unsatisfactory working relationship can be demonstrated to exist between the unit member and an aide, the unit member may request of his/her administrator that the aide be evaluated and, if necessary, reassigned or removed.

22.2.2 Every effort will be made by the administrator to provide unit members with aides that are considered by the teacher to be an asset to him/her and his/her classroom situation.

### 22.2.3 Student Teachers

The District shall work cooperatively with the unit members on the assignment of student teachers from local teacher training institutions. No student teacher shall be assigned to work with a unit member without the member's approval.

## **ARTICLE 23: SALARIES**

23.1 For the 2022/2023 school year, the salary schedule in Appendix B will be increased by 8.0%, effective July 1, 2022.

The salary schedule specifying annual salaries for all teachers in the District, including rules and regulations governing advancement thereon, are set forth in Appendix B to this Agreement.

23.2 If any "new" or unanticipated, unrestricted revenues are received by the District in excess of those specified in the District's June adopted budget, then the District and LETA agree to meet and negotiate.

23.3 By November of the current calendar year, the District will meet and confer with LETA Leadership (President and/or his/her designee(s)) to discuss hiring and/or retention bonuses for the following school year.

## **23.4 EXTRA DUTY PAY**

### 23.4.1 Designated classes

Any unit member who holds a special education credential, or BCLAD certificate and is assigned by the principal to a designated class requiring such a certificate, credential, or authorization, shall, in addition to all other salary amounts to which he/she is otherwise entitled, receive a stipend as listed below:

BCLAD .....	1,838
Community Day School.....	2,100
Doctorate.....	2,500
Special Education .....	2,500
Itinerate Teacher .....	1,050

### 23.4.2 Music and/or Choral Teachers

The music and/or choral teachers shall receive a stipend of \$2,835 each.

### 23.4.3 Combination Classes

Permanent, fully credentialed unit members who are assigned a combination class for the academic year shall, in addition to all other salary amounts to which he/she is otherwise

entitled, receive \$1,050 per school year of service in such a position. The stipend shall be paid in the same manner as the provisions of section 10.5.1 of this agreement.

23.4.4 New Teacher Support - Induction Mentor Stipend and Intern Mentor Stipend

Teacher(s) who are selected by the District to function as a New Teacher Induction Mentor and/or a New Teacher Intern Mentor will receive a stipend of \$1,050 per ½ year, per Participating Teacher (PT) and/or Intern to be paid in two (2) installments (December and June). Stipend may be prorated if all New Teacher Induction Mentor and/or New Teacher Intern Mentor requirements are not met.

23.4.5 Peer Support Coach Stipend

A teacher(s) who function as a peer support coach will receive a stipend of \$2,100-per referred teacher participating in the Peer Support Coach/Teacher Development Plan (TDP) Program. The stipend will not exceed \$6,300 per year per peer support coach. Stipend will be paid in two (2) installments (December and June). For the 2019-2020 school year, the Peer Support Coach Stipend will be increased by 5% to \$2,100 per referred teacher.

23.4.6 Extracurricular Coaches/Leaders

- 23.4.6.1 Unit members meeting all qualifications prior to the season (CPR, first aid, and coaching theory) who are requested by the principal or his designee to coach and hold practices after the regular instructional day shall be entitled to receive the stipend indicated: Track and Wrestling Elementary: \$1,155; Track and Wrestling Middle School: \$1,365 per year; all other Elementary positions: \$1,050 per year; all other Middle School positions: \$1,260 per year. Unit members shall fill out the appropriate time sheet and forward same to the site principal. This stipend shall be paid during the following pay period upon authorization by the site principal.
- 23.4.6.2 Unit members who are requested by the principal or his designee to coach and not to hold practices after the regular instructional day shall be entitled to receive the stipend indicated: Track: \$735 per year; all others: \$525 per year. Unit members shall fill out the appropriate time sheet and forward same to the site principal. This stipend shall be paid during the following pay period upon authorization by the site principal.
- 23.4.6.3 In the event a certificated unit member serves in the capacity of the Athletic Coordinator role, the unit member shall be entitled to receive a stipend equivalent to the current stipend for "all other middle school positions", for each sport season, up to four (4) seasons, to be paid in ten (10) equal installments.
- 23.4.6.4 Unit members who act as sports officials/referees will receive a stipend of \$50 per game. In order to act as an official/referee, unit members are required to demonstrate knowledge of the rules and regulations pertaining to the sport or game being officiated.
- 23.4.6.5 With principal approval, unit members may lead non-athletic after school activities. Such activities include, but are not limited to, chess, garden, drama, Peach Blossom, etc. Unit members shall be entitled to receive a minimum stipend of \$50 per hour. Unit members shall fill out the appropriate time sheet and forward same to the site principal. This stipend shall be paid during the following pay period upon authorization by the site principal.

23.4.7 Annual Stipend for Liberty Middle School Core Single Subject Teachers

In recognition of the need to recruit and retain single subject, core academic teachers at Liberty Middle School and recognizing the challenges of recruiting and retaining single subject, core

academic teachers, Lemoore Union Elementary School District has implemented an incentive program to provide additional compensation in the form of an annual \$2,100 stipend to single subject credentialed teachers in core academic subjects.

***The funding source for the Annual Stipend Program is Title II funds. Continuation of this Annual Stipend Program is contingent upon adequate funding of the Title II program.***

23.4.8 Additional Period / Prep Period

Middle school teachers who are requested and agree to use their prep period to teach an additional period will be paid one-seventh of their normal rate of pay. The need for this additional period will be determined on a semester basis. Payment for this additional period will be made on a monthly basis during which the service is rendered.

23.4.9 Substitute Pay / Prep Period

Middle school teachers will be compensated for agreeing to use their prep period to substitute for another teacher. The unit member may choose one of two options for compensation: (1) The rate of pay will be \$35 per period, and will be paid during the pay period in which the service was rendered; or, (2) Unit members may accumulate seven such periods and earn a comp day. Unit members who elect the comp day option must use the day within ninety (90) days after earning the seventh such period. The member must complete the District's Record of Absence/Leave Request form at least five (5) days in advance of the comp leave day requested. There must be a substitute available on the requested day. The agreement will be arranged by the Principal. Each teacher will be responsible for keeping track of his/her days, time, and the teacher worked for. The appropriate payroll forms, which are available from the school secretary, must be completed and given to the site principal or his/her designee for approval prior to the 20<sup>th</sup> of the month for the month's payroll.

23.4.10 SCICON

Unit members assigned to sixth grade are expected to attend Clemmie Gill School of Science and Conservation (SCICON) with their class, and shall receive compensation above and beyond his/her normal pay, for overnight trips only. Such additional compensation shall be at a rate equivalent to one (1) day's salary per four (4) days present at the SCICON. Should actual days spent at SCICON be other than four (4) days, the amount of compensation shall be appropriately prorated. Unit members shall fill out the appropriate time sheet and forward same to the site principal. This compensation shall be made during the following pay period upon authorization by the site principal. Should any special circumstance arise which will prevent the member from accompanying their class to SCICON, the member must notify his/her principal as soon as possible.

23.4.11 Other District and Site Level Activities

Unit members who participate in designated district level activities (e.g., curriculum development, special training, tutoring, GATE) shall receive a minimum stipend of \$50 per hour, or portion thereof. Unit members shall fill out the appropriate time sheet and forward same to the designated administrator.

23.4.12 Activities Funded by an Outside Agency

Unit members who voluntarily participate in an activity resulting in a stipend less than \$1,000 that is funded by an outside agency may be selected at the discretion of administration without posting the activity. Any activity funded by an outside agency resulting in a stipend equal to or greater than \$1,000 will be posted internally.

23.5 Initial Salary Schedule Placement for Teachers

23.5.1 The following factors shall be considered for initial placement on the Teacher Salary Schedule:

23.5.1.1 Effective with the 2015-2016 school year, year-for-year teaching experience

shall be granted for placement on the salary schedule.

- 23.5.1.1.1 One (1) year of teaching credit shall be given for each year in which teaching service was rendered for seventy-five percent (75%) or more of the teaching year.
- 23.5.1.1.2 One (1) year of teaching credit shall be given for every two (2) years of teaching service rendered on a half-time contract (i.e., two (2) certificated employees sharing one (1) job) or ½ time teacher.
- 23.5.1.2 Unit computation shall be weighed on a semester-unit basis. Quarter (1/4) units are converted to semester units by multiplying the quarter (1/4) units by two thirds (2/3).
- 23.5.1.3 Placement on the appropriate Salary Schedule and Column shall be in accordance with the educational and credential requirements identified on the Salary Schedules.
- 23.5.1.4 Permanent teachers returning to the District after resigning shall be subject to California Education Code, Sections 44931.
- 23.5.1.5 For purposes of initial salary schedule placement, teaching experience shall be verified by the District. Initial salary schedule placement shall be based on official transcripts of all college credits received and verified by the District on or before August 15, or on the date of employment if after August 15.
- 23.5.1.6 The initial offer of employment shall be based on verified units which have been received by the District on the date of the offer of employment.
- 23.5.1.7 The Superintendent may exercise discretion in allowing experience credit for military or other experience wherein the teacher has taught a subject(s) commonly taught in the public schools for a period of time that would qualify him/her under the rules of this schedule.
- 23.5.1.8 For initial placement purposes, only upper division and/or graduate units earned after receipt of a Bachelor's Degree shall be used, except that such units earned during the semester immediately preceding the receipt of the Bachelor's Degree for which post baccalaureate credit was given by the awarding institution shall also be applied. Post baccalaureate credit must be noted on the transcript.

## 23.6 Salary Schedule Advancement for Teachers

- 23.6.1 Advancement from Column to Column is based upon increments of fifteen (15) semester units which were graded "pass" or "C" or better and possession of the required credential.
  - 23.6.1.1 All units must be upper division college or university units unless otherwise approved by the Superintendent. Teachers who intend to apply units for

advancement on the salary schedule (advanced degrees, special credentials, or certificates) must notify the District of such intent, including the number of additional units to be applied, by **April 1** of the year during which the units will first be credited. The Certificated Units/Salary Projection Worksheet from is required to be completed in its entirety.

23.6.1.2 Formal proof of description and completion of units (official grade card or official transcript) must be submitted by **August 15**, with the exception where final grades for the summer term have not been posted and accepted by the university or program in order to meet the formal proof requirement. Under this exception, the formal proof must be submitted by September 15.

23.6.2 Salary adjustments due to completed units will be reflected on the August paycheck.

23.6.3 Non-credentialed teachers shall be eligible for placement on the Credentialed Teacher Salary Schedule in accordance with the following schedule:

23.6.3.1 Effective the first of the month following the month that the District receives verification of the teacher's preliminary credential.

23.6.4 A one-step advancement on the Teacher Salary Schedule shall be granted for each school year in the District if the teacher is in paid status for the equivalent of seventy-five percent (75%) of full-time service of an established work year.

23.6.5 One (1) year of teaching credit shall be given for every two (2) years of teaching service rendered on a half-time contract in this District (i.e., two (2) certificated employees sharing one (1) job) or teacher working ½ contract.

23.6.6 No advancement will be made for less than 50% of a full contract worked.

23.6.7 Unit members will be compensated in eleven (11) equal installments (August through June) unless they request in writing to participate in the summer pay deferment of 6% of normal gross earnings from August-June to receive payment in July. Such notification must be on file in the district office no later than August 1. Forms will be available in the district office.

## **ARTICLE 24: YEAR-ROUND EDUCATION – ARCHIVED 2007 – 2008**

## **ARTICLE 25: SHARED TEACHING ASSIGNMENTS**

This article shall govern the sharing of one FTE unit position by two employees.

### **25.1 Eligibility**

25.1.1 Teachers must submit their request for such an assignment, or continuance of such an assignment, to the Superintendent or designee by March 1 of the preceding school year.

25.1.2 Teachers requesting a shared assignment shall be informed of the status of their proposal by April 1.

- 25.1.3 The Superintendent or designee shall annually review the effectiveness of the shared teaching assignment and determine whether or not it may continue the following year. He/she shall notify the teachers of this decision on or before April 1 of each year.

25.2 Hours and Responsibilities

- 25.2.1 Both teachers will work the equivalent of half of the teaching days required of full-time teachers and will perform a proportionate share of adjunct duties.
- 25.2.2 Both teachers shall meet with the principal before school opens to establish exact working days and meeting responsibilities. Although the teacher not on duty will not normally be required to attend staff meetings, both teachers shall attend parent conferences, open house, and back-to-school nights. Both teachers also may be expected to attend specific in-service meetings and are expected to work a full day on any designated teacher work day.
- 25.2.3 Both teachers shall assume full responsibility for the class instructional program. They will regularly meet to jointly develop lesson plans and ensure clear lines of communication with parents/guardians.
- 25.2.4 The principal shall approve the teachers' working calendar before school opens.

25.3 Salary, Leaves and Absences

- 25.3.1 Each teacher will receive one half of his/her annual salary according to individual placement on the salary schedule.
- 25.3.2 The employee and the District's contribution to the retirement system shall be one half of that normally paid. Upon completing a year's work at half time, the teacher will receive one-half (1/2) year of service toward advancement on the salary schedule and one-half (1/2) year's credit toward years of service in the teacher's retirement system.
- 25.3.3 When a teacher in the shared contract program uses a day of sick leave, the person sharing the contract with that individual shall, whenever possible, substitute for the partner. When such a condition exists, there will be no deduction of sick leave. There will be a payback day charged to that individual, the payback day being defined as a day on which the teacher having taken sick leave must substitute an equal number of days for the partner. However, a teacher may not substitute for a partner for more than ten (10) days per year.
- 25.3.4 Teachers sharing an assignment shall accrue sick leave and other leave benefits at one half the normal rate. Worker compensation insurance shall be paid on the employee's actual salary.
- 25.3.5 Exchange days shall be the same as those provided all other teachers in the



District.

25.3.6 Exchange Days - Unit members on shared contracts will be eligible to exchange instructional days with their teaching partners under the following conditions:

25.3.6.1 The unit member must apply in writing to the site administrator at least five working days prior to the desired exchange days.

25.3.6.2 The standard District exchange agreement shall be used. The unit members involved in the exchange shall sign the agreement. The exchange agreement shall be submitted to the site administrator for approval.

25.3.6.3 No exchange agreement shall result in any payroll changes. There shall be no remedy in the District for a breached exchange agreement. Pay back of exchange days is the sole responsibility of the teachers involved.

25.3.6.4 Regular teachers are not to arrange for exchanges with substitute teachers.

25.3.6.5 The number of exchange days per year shall depend on the combined total of sick and/or personal necessity days used the preceding year according to the following formula.

Sick and/or Allowable Exchange:

<u>Personal Days</u>	<u>Days</u>
5 or more .....	2.5
4.5 or 5 .....	3
3.5 or 4 .....	3.5
2.5 or 3 .....	4
1.5 or 2 .....	4.5
0 or 1 .....	5

25.3.6.6 The unit member whose class is being covered will not be charged sick leave should the exchange teacher be ill on the date of exchange set under the exchange agreement. The teacher covering the class will be charged sick leave if she/he is ill on the date of the exchange.

Each teacher will receive pro rata share of benefits equivalent to percentage of total assignment worked unless otherwise covered by the District.

## **ARTICLE 26: SPECIAL ASSIGNMENTS**

26.1 Selection of Teachers for Special Assignment

26.1.1 Applications will be accepted from current unit members.

26.1.2 Selection criteria will be established by the District and/or funding source.

26.2 Placement of Teachers from Special Assignment

- 26.2.1 Teachers returning from a special assignment of one year or less shall be returned to their prior assignment if that assignment is still existent.
- 26.2.2 Teachers returning from a special assignment of more than one year shall be assigned as follows (if so desired by the teacher):
  - Primary teachers shall be given a K-3 assignment
  - Intermediate teachers shall be given a 4-6 assignment
  - Middle school teachers shall be given a 7-8 assignment.
  - The administration shall attempt to place the teacher back to their original site if possible.
- 26.2.3 Temporary teachers will be hired to replace teachers on special assignment.
- 26.2.4 Current unit members who replace a teacher on special assignment for more than one year shall not be displaced by the returning special assignment teacher.

## **ARTICLE 27: UNIVERSITY CHARTER SCHOOL**

- 27.1 The University Charter School (UCS) will continue to have the same governance structure (Charter Council) and the same working conditions for all staff that has been in effect since the beginning of the 2003-2004 school year.
- 27.2 Teachers will have all of the rights under the Lemoore Elementary Teachers Association CTA/NEA and the Lemoore Union Elementary School District Collective Bargaining Agreement (CBA), the California Education Code, and the Lemoore Union School District Board Policy except as outlined below
  - 27.2.1 Article 8, Grievance Procedure
    - (a) The dispute resolution process as outlines by the Charter Council will be utilized prior to any grievance procedure being utilized under the CBA.
    - (b) After utilizing the Charter Council dispute resolution process, Article 6 may be fully utilized by charter school teachers.
  - 27.2.2 Article 10, Class size
  - 27.2.3 Article 11, Assignment and Transfer of Certificated Staff
    - (a) UCS teachers have the right to apply for vacancies at positions in all LUESD schools for which they are credentialed and qualified. Current teachers at all LUESD sites have the right to apply for positions at UCS.
    - (b) All LUESD vacancies will be flown and posted at the UCS campus.
  - 27.2.4 Article 12, Certificated Evaluation
  - 27.2.5 Article 18, Miscellaneous
    - (a) 18.1 does not apply
    - (b) 18.5 does not apply

- 27.2.6 Article 20, School Calendar and Work Year
- 27.2.7 Article 21, Hours and Adjunct Duties
- 27.2.8 Article 22, Teaching Conditions
  - (a) 22.2 does not apply
  - (b) All other subsections do apply to UCS
- 27.2.9 Article 25, Shared Teaching Assignment
  - (a) Any shared teaching assignment will need to be approved by the Charter Council prior to grants such request(s).
  - (b) The article in the CBA does not apply
- 27.2.10 Article 26, Special Assignments
- 27.2.11 Appendix A, Calendar
- 27.2.12 Appendix D, Evaluation

## **ARTICLE 28: EFFECT OF THE AGREEMENT**

28.1 The term of the Agreement shall commence on July 1, 2022, and shall remain in full force and effective until June 30, 2025. The agreement shall be closed, there shall be no negotiations between the parties except as follows:

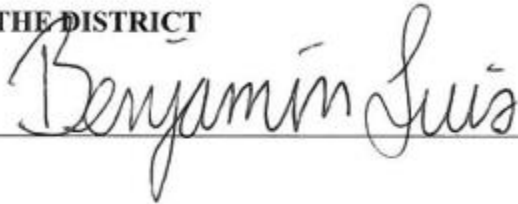
For the 2023/2024 and 2024/2025 school years, either party may reopen salaries, health & welfare benefits and up to two (2) other Articles.

28.2 In the event successor agreement is not adopted prior to the expiration date, this agreement shall remain in full force and effect until such time as a successor agreement is adopted or statutory impasse procedures exhausted.

**DATED:** August 23, 2022

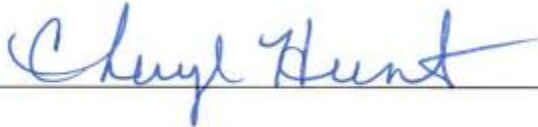
**FOR THE DISTRICT**

BY:



PRINT NAME: Ben Luis, Chief Negotiator

BY:



PRINT NAME: Cheryl Hunt, Superintendent

**FOR LETA**

BY:



PRINT NAME: Rauben Salazar, Negotiations Chair

BY:



PRINT NAME: Cyndi Montoya, President

## APPENDIX A: 2022-2023 SCHOOL CALENDAR



### LEMOORE UNION ELEMENTARY SCHOOL DISTRICT SCHOOL YEAR CALENDAR 2022-2023

August 8  
August 11  
August 18  
September 5  
October 10  
November 11  
November 21-25  
December 19- January 6

First Day of School  
Back to School Night (Elementary)  
UCS Back to School Night  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving  
Winter Break

January 16  
February 20  
April 25  
April 27  
April 3 - April 10  
May 29  
May 31  
June 1  
June 1

Martin Luther King Day  
President's Day  
Open House (Elem)  
Open House (LMS & UCS)  
Spring Break  
Memorial Day  
LMS Promotion Ceremony  
UCS Milestone Ceremony  
Last Day of School

July						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
S	M	T	W	T	F	S
	1	2	3T	4T	5T	6
7	8E	9#	10	11	12	13
14	15E	16	17	18	19	20
21	22E	23	24	25	26	27
28	29E	30	31			

September						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12E	13#	14	15	16	17
18	19E	20	21	22	23	24
25	26P	27P	28P	29P	30P	

October						
S	M	T	W	T	F	S
						1
2	3E	4	5	6	7	8
9	10	11#	12	13	14	15
16	17E	18	19	20	21	22
23	24E	25	26	27	28T	29
30	31E					

November						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7E	8#	9	10	11	12
13	14	15	16P	17P	18	19
20	21	22	23	24	25	26
27	28E	29	30			

December						
S	M	T	W	T	F	S
				1	2	3
4	5E	6	7	8	9	10
11	12	13#	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9E	10#	11	12	13	14
15	16	17	18	19	20	21
22	23E	24	25	26	27	28
29	30E	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6E	7	8	9	10	11
12	13E	14#	15	16	17	18
19	20	21	22	23	24	25
26	27E	28				

March						
S	M	T	W	T	F	S
			1	2	3	4
5	6E	7P	8P	9	10	11
12	13E	14#	15	16	17T	18
19	20E	21	22	23	24	25
26	27	28	29	30	31	

April						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11#	12	13	14	15
16	17E	18	19	20	21	22
23	24E	25	26	27	28	29
30						

May						
S	M	T	W	T	F	S
	1E	2	3	4	5	6
7	8E	9#	10	11	12	13
14	15E	16	17	18	19	20
21	22E	23	24	25	26	27
28	29	30E	31E			

June						
S	M	T	W	T	F	S
				1E	2T	3
4	5	6	7	8	9	10
11	12	13#	14	15	16	17
18	19	20#	21	22	23	24
25	26	27	28	29	30	

LEGEND	
	HOLIDAY/NO SCHOOL
E	EARLY OUTS
P	PARENT/TEACHER CONFERENCES
*	MINIMUM DAY
#	BOARD MEETINGS
T	TEACHER WORK DAY/NO SCHOOL

PARENT/TEACHER CONFERENCES	
September	26 - 30
November	16-17
March	7-8

TRIMESTERS	
Tri 1	August 8 - October 28
Tri 2	October 31 - February 24
Tri 3	February 27 - June 1

## **APPENDIX B: 2022-2023 SALARY SCHEDULE**

APPENDIX B

### **Lemoore Union Elementary School District Certificated Salary Schedule 2022-2023**

	A	I	II	III	IV	V
<b>Step</b>	<b>Intern/ Non- Credential</b>	<b>Credential BA</b>	<b>Credential BA + 45</b>	<b>Credential BA + 60</b>	<b>Credential BA + 75</b>	<b>Credential BA + 75 w/ MA</b>
1	56,835	59,671	61,665	63,740	65,896	68,139
2	-	61,665	63,740	65,896	68,139	70,474
3	-	63,740	65,896	68,139	70,474	72,901
4	-	65,896	68,139	70,474	72,900	75,423
5	-	68,139	70,474	72,900	75,423	78,049
6	-	70,474	72,900	75,423	78,049	80,778
7	-	73,038	75,423	78,049	80,778	83,618
8	-	75,423	78,049	80,778	83,618	86,569
9	-	-	80,778	83,618	86,569	89,639
10	-	-	83,618	86,569	89,639	92,833
11	-	-	-	89,639	92,833	96,154
12	-	-	-	92,833	96,154	99,608
13	-	-	-	96,154	99,608	103,201
14	-	-	-	-	103,201	106,937
15	-	-	-	-	106,937	110,821
20	-	-	-	-	110,860	114,902
25	-	-	-	-	113,812	117,680

***Based on 186 Contracted Workdays***

#### **STIPENDS**

BCLAD	\$1,838 per year
Combination Classes	\$1,050 per year
Community Day School	\$2,100 per year
Doctorate	\$2,500 per year
Itinerate Teacher	\$1,050 per year
Middle School Single Subject Core Teachers	\$2,100 per year
Music/Choral Teacher	\$2,835 per year
New Teacher Support - Induction Mentor and Intern Mentor	\$1,050 per 1/2 year (December & June)
Peer Support Coach	\$2,100 per referred teacher (max 3)
Special Education	\$2,500 per year

*For all other additional Pay categories, please see Article 23: Salaries of the LETA Collective Bargaining Agreement*

NOTE: 8% Increase to the 2021-2022 Salary Schedule

**Board Approved: 10/11/2022**

**Effective: 07/01/2022**

# APPENDIX C: 2022-2023 INSURANCE OPTIONS



## Lemoore Elementary Certificated Current Options 2022/2023

PLANS	A 100-A \$0	B 80-G \$20	C 80-L \$30
Provider Network(s):	Prudent Buyer Prudent Buyer	Prudent Buyer Prudent Buyer	Prudent Buyer Prudent Buyer
Individual/Family Deductibles	\$0 per person up to \$0 per family	\$500 per individual up to \$1,000 per family	\$2,000 per individual up to \$4,000 per family
Individual/Family Out-of-Pocket (OOP) Max (includes medical deductibles, co-insurance and co-pays)	\$1,000 per individual \$3,000 per family	\$2,000 per individual \$4,000 per family	\$4,000 per individual up to \$8,000 per family
MEDICAL - CALENDAR YEAR Deductibles & Maximums	Once the member's medical co-pays total \$1,000, the plan will pay 100% of the allowable amount for the remainder of the calendar year.	Once the member's deductible, 20% and medical co-pays total \$2,000, the plan will pay 100% of the allowable amount for the remainder of the calendar year.	Once the member's deductible, 20% and medical co-pays total \$4,000, the plan will pay 100% of the allowable amount for the remainder of the calendar year.
PROFESSIONAL SERVICES	MEMBER PAY'S	MEMBER PAY'S	MEMBER PAY'S
Office Visit (OVI) co-pay	Deductible Waived / \$0 Office Visit co-pay	Deductible Waived / \$20 Office Visit co-pay	Deductible Waived / \$30 Office Visit co-pay
Urgent Care co-pay	Deductible Waived / \$0 Office Visit co-pay	Deductible Waived / \$20 Office Visit co-pay	Deductible Waived / \$30 Office Visit co-pay
Specialists/Consultants co-pay	Deductible Waived / \$0 Office Visit co-pay	Deductible Waived / \$20 Office Visit co-pay	Deductible Waived / \$30 Office Visit co-pay
Prenatal, postnatal office visit co-pay	Deductible Waived / \$0 Office Visit co-pay	Deductible Waived / \$20 Office Visit co-pay	Deductible Waived / \$30 Office Visit co-pay
Scans: CT, CAT, MRI, PET etc.	0%	20%	20%
Diagnostic X-ray & Laboratory Procedures	0%	20%	20%
Infertility (diagnosis/treatment of causes of infertility)	Not Covered	Not Covered	Not Covered
Preventive Care (includes physical exams & screenings)	0% Deductible Waived	20% Deductible Waived	20% Deductible Waived
HOSPITAL & SKILLED NURSING FACILITY SERVICES			
Emergency Room visit (waived if admitted)	\$100 co-pay	\$100 co-pay + 20%	\$100 co-pay + 20%
Inpatient Hospital (pre-authorization required)	0%	20%	20%
Outpatient Hospital	0%	20%	20%
Surgery, Outpatient (performed in Surgery Center)	0%	20%	20%
Surgery, Outpatient (performed in a Hospital)	0%	20%	20%
MENTAL HEALTH & SUBSTANCE ABUSE TREATMENT			
INPATIENT: Facility Based Care (preauth required)	0%	20%	20%
OUTPATIENT: Facility Based Care (preauth required)	Deductible Waived / \$0 Office Visit co-pay	Deductible Waived / \$20 Office Visit co-pay	Deductible Waived / \$30 Office Visit co-pay
OTHER SERVICES			
Acupuncture - Limits apply	0%	20%	20%
Ambulance (Ground or Air)	\$100 co-pay	\$100 co-pay + 20%	\$100 co-pay + 20%
Chiropractic - Limits apply	0%	20%	20%
Durable Medical Equipment (DME)	0%	20%	20%
Physical and Occupational Therapy - Limits apply	0%	20%	20%
PHARMACY BENEFITS			
Plan	Network / Walk-In Costco	Network / Walk-In Costco	Network / Walk-In Costco
Individual/Family Rx Out-of-Pocket (OOP) Max (includes Rx deductibles and co-insurance)	\$1,500 Individual / \$2,500 Family	\$1,500 Individual / \$2,500 Family	\$2,500 Individual / \$3,500 Family
Generic co-pay/30 days supply	\$5 co-pay Free	\$5 co-pay Free	\$9 co-pay Free
Generic co-pay/90 days supply	Free	Free	Free
Brand co-pay/30 days supply	\$10 co-pay \$20 co-pay	\$20 co-pay \$20 co-pay	\$15 co-pay \$35 co-pay
Brand co-pay/90 days supply	\$50 co-pay	\$50 co-pay	\$90 co-pay
Free Generic Drugs at Costco as well as through at all Order	Costco Pharmacies are open to non-members.	Costco Pharmacies are open to non-members.	Costco Pharmacies are open to non-members.
Some narcotic pain and cough medications are not included in the Costco Free Generics or 90-day supply program			
ADDITIONAL COVERAGE:			
The Hartford Life Insurance Plan	\$70,000 Basic Term Life Policy	\$70,000 Basic Term Life Policy	\$70,000 Basic Term Life Policy
Vision Service Plan (www.vsp.com)	Plan C, \$15 Exam/\$25 Materials co-pay Exam, frames & lenses every 12 mos	Plan C, \$15 Exam/\$25 Materials co-pay Exam, frames & lenses every 12 mos	Plan C, \$15 Exam/\$25 Materials co-pay Exam, frames & lenses every 12 mos
Delta Dental Plan: (www.deltadental.ca.org)	Premier Incentive Plan, \$1,500 cal yr max. Ortho 50% up to \$1,000 lifetime max.	Premier Incentive Plan, \$1,500 cal yr max. Ortho 50% up to \$1,000 lifetime max.	Premier Incentive Plan, \$1,500 cal yr max. Ortho 50% up to \$1,000 lifetime max.
	PPO Plan, \$2,000 cal yr max. Ortho 100% up to \$2,000 lifetime max.	PPO Plan, \$2,000 cal yr max. Ortho 100% up to \$2,000 lifetime max.	PPO Plan, \$2,000 cal yr max. Ortho 100% up to \$2,000 lifetime max.
Monthly Rates	A 100-A \$0 Incentive Dental	B 80-G \$20 Incentive Dental	C 80-L \$30 Incentive Dental
Medical	2021-22 \$1,874.00 2022-23 \$1,881.00	2021-22 \$1,200.00 2022-23 \$1,208.00	2021-22 \$1,011.00 2022-23 \$1,018.00
Dental	\$108.20	\$108.20	\$108.20
Vision	\$19.80	\$19.80	\$19.80
Life	\$10.50	\$10.50	\$10.50
Monthly Total	\$1,819.30	\$1,336.30	\$1,147.30
Less: Employer Monthly Cap (12-month)	-\$1,158.24	-\$1,158.24	-\$1,158.24
Monthly premium	\$652.06	\$178.06	-\$19.34
# of months	0	0	0
Employee Annual Out of Pocket	\$5,272.48	\$1,472.48	-\$47.32
Employee Monthly w/ Incentive Dental	\$659.06	\$184.06	\$0.00
Dental Plan Difference	\$7.20	\$7.20	\$1.26
Employee Monthly w/ PPO Dental	\$666.26	\$191.26	\$1.26

### NOTATIONS:

This sheet is only a brief summary of benefits that reflects In-Network benefits. When using Non-PPO and Other Health Care Providers, members are responsible for any difference between the covered expense & actual charges, as well as any deductible & percentage copay. Please review the benefit summaries or plan booklets for details, limitations and exclusions.

Benefits may be subject to change due to mid-year legislative changes.

Calendar Year Out-of-Pocket Maximums includes plan co-pays, deductible and co-insurance for in-network and emergency services. Coinsurance and co-pays do NOT carryover to the next calendar year.

Medical OOP Maximums shown are for medical plans only and do not include prescription drug co-pays.

See Prescription Drug OOP Maximums listed under the pharmacy benefit area.

## APPENDIX D – D6: CERTIFICATED EVALUATION FORMS

### Lemoore Union Elementary School District EVALUATION OF TEACHING PERFORMANCE

**Teacher:** \_\_\_\_\_

**School:** \_\_\_\_\_

**Grade/Subject:** \_\_\_\_\_

**School Year:** \_\_\_\_\_ **Period Covered by this Evaluation:** \_\_\_\_\_

Data Sources-on Which Evaluation is Based: (e.g. documentation, observations [formal and informal], walk-throughs, lesson plans, conferences)

Classroom Walkthroughs/Informal Observations (#):

Formal Observations (#):

Employee Conferences (#):

Lesson Plans Collected for weeks of:

Other:

Status of Teacher:    \_\_\_\_\_ Probationary 0            \_\_\_\_\_ Probationary 1            \_\_\_\_\_ Probationary 2  
                                  \_\_\_\_\_ Temporary            \_\_\_\_\_ Permanent            \_\_\_\_\_ Years in District

4. EXCEEDS STANDARDS
    - Demonstrates extraordinary or superlative performance in this area.
  3. MEETS STANDARDS
    - A teacher receiving this rating consistently demonstrates acceptable performance.
  2. GROWTH EXPECTED
    - A teacher receiving this rating exhibits the potential to meet standards but demonstrates a lack of consistently acceptable performance.
    - Specific recommendations for overcoming the stated areas of growth expected shall be presented by the immediate supervisor.
  1. DOES NOT MEET STANDARDS
    - A teacher receiving this rating demonstrates consistently unacceptable performance.
    - Specific recommendation for overcoming the stated areas not meeting standards shall be presented by the immediate supervisor.
    - A specific follow-up plan will be established, discussed and implemented in order to assist in overcoming the stated areas of not meeting standards.
- N/O NOT OBSERVED

<b>STANDARD I – Engaging and Supporting All Students in Learning</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/O</b>
• <b>Standard I – Overall Rating</b>					
<b>1.1</b> Using knowledge of students to engage them in learning.					
<b>1.2</b> Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.					
<b>1.3</b> Connecting subject matter to meaningful, real-life contexts					
<b>1.4</b> Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs					
<b>1.5</b> Promoting critical thinking through inquiry, problem solving, and reflection					
<b>1.6</b> Monitoring student learning and adjusting instruction while teaching					
• <b>Comments:</b>					



Lemoore Union Elementary School District  
EVALUATION OF TEACHING PERFORMANCE

<b>STANDARD II – Creating &amp; Maintaining Effective Environments for Student Learning</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/O</b>
<b>Standard II – Overall Rating</b>					
<b>2.1</b> Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully					
<b>2.2</b> Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students					
<b>2.3</b> Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe					
<b>2.4</b> Creating a rigorous learning environment with high expectations and appropriate support for all students					
<b>2.5</b> Developing, communicating, and maintaining high standards for individual and group behavior					
<b>2.6</b> Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn					
<b>2.7</b> Using instructional time to optimize learning					
• Comments:					

<b>STANDARD III– Understanding &amp; Organizing Subject Matter for Student Learning</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/O</b>
<b>Standard III – Overall Rating</b>					
<b>3.1</b> Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks					
<b>3.2</b> Applying knowledge of student development and proficiencies to ensure student understanding of subject matter					
<b>3.3</b> Organizing curriculum to facilitate student understanding of the subject matter					
<b>3.4</b> Utilizing instructional strategies that are appropriate to the subject matter					
<b>3.5</b> Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials to make subject matter accessible to all students					
<b>3.6</b> Addressing the needs of English learners and students with special needs to provide equitable access to the content					
• Comments:					

<b>STANDARD IV – Planning Instruction &amp; Designing Learning Experiences for All Students</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/O</b>
<b>Standard IV – Overall Rating</b>					
<b>4.1</b> Using knowledge of students’ academic readiness, language proficiency, cultural background, and individual development to plan instruction					
<b>4.2</b> Establishing and articulating goals for student learning					
<b>4.3</b> Developing and sequencing long-term and short-term instructional plans to support students learning					
<b>4.4</b> Planning instruction that incorporates appropriate strategies to meet the learning needs of all students					
<b>4.5</b> Adapting instructional plans and curricular materials to meet the learning needs of all student					
• Comments:					

<b>STANDARD V – Assessing Student for Learning</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/O</b>
<b>Standard V – Overall Rating</b>					
<b>5.1</b> Applying knowledge of the purposes, characteristics, and uses of different types of assessments					
<b>5.2</b> Collecting and analyzing assessment data from a variety of sources to inform instruction					
<b>5.3</b> Reviewing data, both individually and with colleagues to monitor student learning					
<b>5.4</b> Using assessment data to establish learning goals and to plan differentiate, and modify instruction					
<b>5.5</b> Involving all students in self-assessment, goal setting, and monitoring progress					
<b>5.6</b> Using available technologies to assist in assessment, analysis, and communication of student learning					
<b>5.7</b> Using assessment information to share timely and comprehensible feedback with students and their families					
• Comments:					

Lemoore Union Elementary School District  
EVALUATION OF TEACHING PERFORMANCE

<b>VI – Developing as a Professional Educator</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/O</b>
<b>Standard VI – Overall Rating</b>					
<b>6.1</b> Reflecting on teaching practice in support of student learning					
<b>6.2</b> Establishing professional goals and engaging in continuous and purposeful professional growth and development					
<b>6.3</b> Collaborating with colleagues and the broader professional community to support teacher and student learning					
<b>6.4</b> Working with families to support student learning					
<b>6.5</b> Engaging local communities in support of the instructional program					
<b>6.6</b> Managing professional responsibilities to maintain motivation and commitment to all students					
<b>6.7</b> Demonstrating professional responsibility, integrity, and ethical conduct					
• Comments:					

I acknowledge that I have seen this evaluation and have been provided with recommendations and/or a strategy plan of action where improvement in performance is indicated. I understand that my signature does not necessarily mean that I agree with this evaluation and that I may write comments in regard to this evaluation.

Date: \_\_\_\_\_

Evaluatee Signature: \_\_\_\_\_

I have written this evaluation based on classroom observations and have made recommendations and/or a strategy plan of action where improvement is necessary. I have also read teacher comments made in regard to this evaluation.

Date: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_

Lemoore Union Elementary School District  
**FORMAL OBSERVATION OF TEACHING PERFORMANCE**

**Teacher:** \_\_\_\_\_

**School:** \_\_\_\_\_

**Grade/Subject:** \_\_\_\_\_

**Principal or Designee:** \_\_\_\_\_

**Pre-Conference Date:** \_\_\_\_\_

The evaluator and teacher shall meet to review observation plan.

**Formal Observation Date:** \_\_\_\_\_

**Post-Conference Date:** \_\_\_\_\_

The evaluator and teacher review the Lesson Observation Form and evaluator's assessment of teacher's performance. Follow up observations, if requested by the teacher, are scheduled at this time.

---

**ACKNOWLEDGEMENT OF RECEIPT**

I, \_\_\_\_\_, acknowledge that on \_\_\_\_\_,  
20\_\_\_\_, I received a copy of this Formal Observation of Teaching Performance. I understand that my  
signature acknowledges receipt, not necessarily my agreement with its content.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**Lemoore Union Elementary School District  
LESSON OBSERVATION FORM**

**Teacher:** [Click here to enter text.](#)

**School:** [Click here to enter text.](#)

**Supervisor:** [Click here to enter text.](#)

**Period/Assignment:** [Click here to enter text.](#)

**Date:** [Click here to enter text.](#)

**LEGEND**

N/O	ES	MS	GE	DNMS
Not Observed	Exceeds Standards	Meeting Standards	Growth Expected	Does Not Meet Standards

**NOTE: THE EVALUATOR MAY ATTACH PAGES AS NEEDED TO COMPLETE NARRATIVE/COMMENT SECTIONS.**

**I. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING**

**N/O ES MS GE DNMS**



**1. Using knowledge of students to engage them in learning**



**2. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests**



**3. Connecting subject matter to meaningful, real-life contexts**



**4. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs**



**5. Promoting critical thinking through inquiry, problem solving, and reflection**



**6. Monitoring student learning and adjusting instruction while teaching**

**COMMENTS:**

**II. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING**

**N/O ES MS GE DNMS**



**1. Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully**



**2. Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students**

					3. Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
					4. Creating a rigorous learning environment with high expectations and appropriate support for all students
					5. Developing, communicating, and maintaining high standards for individual and group behavior
					6. Employing classroom routines, procedures, norms, and supports for positive behaviors to ensure a climate in which all students can learn
					7. Using instructional time to optimize learning

COMMENTS:

III. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING					
N/O	ES	MS	GE	DNMS	
					1. Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
					2. Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
					3. Organizing curriculum to facilitate student understanding of the subject matter
					4. Utilizing instructional strategies that are appropriate to the subject matter
					5. Using and adopting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
					6. Addressing the needs of English Learners and students with special needs to provide equitable access to the content

COMMENTS:

IV.		PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS			
N/O	ES	MS	GE	DNMS	
					1. Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
					2. Establishing and articulating goals for student learning
					3. Developing and sequencing long-term and short-term instructional plans to support student learning
					4. Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
					5. Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

COMMENTS:

V.		ASSESSING STUDENTS FOR LEARNING			
N/O	ES	MS	GE	DNMS	
					1. Applying knowledge of the purposes, characteristics, and uses of different types of assessments
					2. Collecting and analyzing assessment data from a variety of sources to inform instruction
					3. Reviewing data, both individually and with colleagues, to monitor student learning
					4. Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
					5. Involving all students in self-assessment, goal setting, and monitoring progress



6. Using available technologies to assist in assessment, analysis, and communication of student learning



7. Using assessment information to share timely and comprehensible feedback with students and their families

COMMENTS:

VI. DEVELOPING AS A PROFESSIONAL EDUCATOR

N/O ES MS GE DNMS



1. Reflecting on teaching practice in support of student learning



2. Establishing professional goals and engaging in continuous and purposeful professional growth and development



3. Collaborating with colleagues and the broader professional community to support teacher and student learning



4. Working with families to support student learning



5. Engaging local communities in support of the instructional program



6. Managing professional responsibilities to maintain motivation and commitment to all students



7. Demonstrating professional responsibility, integrity, and ethical conduct

COMMENTS:

**LEMOORE UNION ELEMENTARY SCHOOL DISTRICT**

**EVALUATION PLAN  
Certificated Preliminary Conference**

The purpose of the preliminary conference shall be to reach mutual agreement on an evaluation plan. District evaluation guidelines require this conference to be held prior to the end of the first trimester of each school year.

<i>Employee Name (Evaluatee):</i>	<i>Site/Dept:</i>	<i>Job Title:</i>
<i>Evaluator Name:</i>	<input type="checkbox"/> <i>PROBATIONARY 0</i>	<input type="checkbox"/> <i>PROBATIONARY 1</i>
<i>Length of Conference:</i>	<input type="checkbox"/> <i>PROBATIONARY 2</i>	<input type="checkbox"/> <i>PERMANENT</i>

**California Standards for the Teaching Profession**

Select one or more areas for professional growth. All Standards will be evaluated.

- ☐ Standard 1: Engaging and Supporting ALL Students in Learning
- ☐ Standard 2: Creating and Maintaining Effective Environments for Student Learning
- ☐ Standard 3: Understanding and Organizing Subject Matter for Student Learning
- ☐ Standard 4: Planning Instruction and Designing Learning Experiences for ALL Students
- ☐ Standard 5: Assessing Students for Learning
- ☐ Standard 6: Developing as a Professional Educator

Observation of performance:

- \_\_\_\_\_ Principal
- \_\_\_\_\_ Designee (assistant principal, if applicable)
- \_\_\_\_\_ Consulting teacher (PAR)

\_\_\_\_\_  
Prime Evaluators Signature      Designee Evaluators Signature      Date

\_\_\_\_\_  
Print Name      Print Name

\_\_\_\_\_  
Evaluatee's Signature      Date



LEMOORE UNION ELEMENTARY SCHOOL DISTRICT  
**CERTIFICATED EMPLOYEES SELF-ASSESSMENT**

***\*\*This form is optional to complete. This form is a tool for teacher use only, and is not required to be turned in to your evaluator.\*\****

<b>Employee:</b>	<b>Assessment Date:</b>
<b>Job Title:</b>	<b>Evaluator:</b>

CSTP 1: Engaging and Supporting ALL Students in Learning	
1.1 Using knowledge of students to engage them in learning	Choose an item.
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	Choose an item.
1.3 Connecting subject matter to meaningful, real-life contexts	Choose an item.
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	Choose an item.
1.5 Promoting critical thinking through inquiry, problem solving, and reflection	Choose an item.
1.6 Monitoring student learning and adjusting instruction while teaching	Choose an item.
CSTP 2: Creating and Maintaining Effective Environments for Student Learning	
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully	Choose an item.
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students	Choose an item.
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe	Choose an item.
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students	Choose an item.
2.5 Developing, communicating, and maintaining high standards for individual and group behavior	Choose an item.
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	Choose an item.
2.7 Using instructional time to optimize learning	Choose an item.
CSTP 3: Understanding and Organizing Subject Matter for Student Learning	
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks	Choose an item.
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	Choose an item.
3.3 Organizing curriculum to facilitate student understanding of the subject matter	Choose an item.
3.4 Utilizing instructional strategies that are appropriate to the subject matter	Choose an item.
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students	Choose an item.
3.6 Addressing the needs of English Learners and students with special needs to provide equitable access to the content	Choose an item.
CSTP 4: Planning, Instruction and Designing Learning Experiences for ALL Students	
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction	Choose an item.
4.2 Establishing and articulating goals for student learning	Choose an item.
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning	Choose an item.
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	Choose an item.
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	Choose an item.

CSTP 5: Assessing Students for Learning	
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments	Choose an item.
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction	Choose an item.
5.3 Reviewing data, both individually and with colleagues, to monitor student learning	Choose an item.
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	Choose an item.
5.5 Involving all students in self-assessment, goal-setting, and monitoring progress	Choose an item.
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning	Choose an item.
5.7 Using assessment information to share timely and comprehensible feedback with students and their families	Choose an item.
CSTP 6: Developing as a Professional Educator	
6.1 Reflecting on teaching practice in support of student learning	Choose an item.
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development	Choose an item.
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning	Choose an item.
6.4 Working with families to support student learning	Choose an item.
6.5 Engaging local communities in support of the instructional program	Choose an item.
6.6 Managing professional responsibilities to maintain motivation and commitment to all students	Choose an item.
6.7 Demonstrating professional responsibility, integrity, and ethical conduct	Choose an item.

## **Lemoore Union Elementary School District**

### **Intent to Evaluate Form**

---

I hereby certify, as evidenced by my signature below, that I was informed on the date indicated of the District's intent to evaluate my job performance during the current school year pursuant to the provisions of Article 10 of the District/LETA Collective Bargaining Agreement.

---

**Name of Evaluatee**

---

**Signature of Evaluatee**

---

**School Year**

---

**Date Signed**