



**AGREEMENT BETWEEN
LYNWOOD UNIFIED SCHOOL DISTRICT**



**LYNWOOD TEACHERS ASSOCIATION
CTA/NEA**

July 1, 2016

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June 30, 2019



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ARTICLE I

RECOGNITION

- 1.1 The Association is granted voluntary recognition by Board as the sole and exclusive bargaining agent for a unit of certificated employees as follows:

K-12 classroom teachers, transitional kindergarten teachers, special education teachers (including pre-school special education teachers), instructional coaches and instructional leads, teachers assigned to extra-curricular activities, full-time career and technical education teachers (CTE), full-time adult school teachers, counselors, early childhood education teachers, speech/language pathologists, school psychologists, program specialists, school librarians and District Nurse.

- 1.2 This voluntary recognition and unit appropriateness agreement shall not include District employees in the following classifications:

Superintendent
Deputy Superintendent
Associate Superintendent
Assistant Superintendent
Chief Technology Officer
District Level Directors
District Level Coordinators
Principals
Assistant Principals
Administrative Deans and Coordinators
District Resource Specialist
Pupil Personnel and Attendance Workers
Administrative Assistant/Guidance Advisor
Adult Education - Part Time
Career and Technical Education Teacher – Part Time

Long Term Substitutes
Day-to-Day Substitutes
Early Childhood Education Site Facilitators
Health Services Specialist

- 1.3 This voluntary recognition shall remain in full force and effect for the term of this collective bargaining agreement.
- 1.4 In consideration of Board's decision to grant voluntary recognition to the Association, the Association agrees that the unit described in No. 1.1 above is the appropriate unit.

ARTICLE II
MANAGEMENT RIGHTS

- 2.1 Except as limited by the terms of this Agreement, the Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the United States and the State of California, including the generality of the foregoing, the rights:
- 2.2 To determine and administer policy.
- 2.3 Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal, assignment, demotion or promotion.
- 2.4 To delegate to the Superintendent and other legally appointed officers, the operation of the schools, the executive management and administrative control of the school system, its properties and facilities, including, but not limited to, innovative and experimental exploration in the field of education, experimental and innovative uses of District facilities and experimental and pilot investigation of new educational programs.
- 2.5 Establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited to only the specific and express terms of this Agreement.
- 2.6 The District retains its rights to amend, modify, or rescind policies and practices referred to in this Agreement in case of emergency. Emergency as used in this Agreement means a sudden unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action.

ARTICLE III

ASSOCIATION RIGHTS

- 3.1 The Association shall be entitled to the use of designated bulletin boards, unit members' mailboxes, and other means of communication in order to communicate with its unit members regarding Association business.
- 3.2 The Association shall be provided a designated bulletin board at each school site in the staff lounge or work room. Communications to unit members shall be posted only on bulletin boards designated as Association bulletin boards.
- 3.3 A copy of any communication to be sent through school mail or placed in unit members' mailboxes, shall, as a matter of courtesy, be provided to the Superintendent and the building principal having supervision over the particular school, at the same time as general distribution is made in the mailboxes or school mail.
- 3.4 Subject to availability and during non-instructional time, Association members shall have the right to use school facilities and equipment, including computers, duplicating equipment, calculating machines, and all types of audiovisual equipment for Association business.
- 3.5 Upon notification and approval of the site administrator, school facilities may be used by the Association for Association meetings and business. In the event the Association requests the use of school facilities on a weekend, the District shall notify the Association of any direct costs related to weekend use of facilities prior to confirmation of scheduling. Should the Association decide to use the facilities on a weekend, the Association shall reimburse the District for the direct costs for the use of the facilities.
- 3.6 Association representatives may make brief announcements of Association business after faculty meetings.
- 3.7 Association Release Time
 - 3.7.1 The Association shall be allowed twenty-five (25) days per year for Association business. The Association President shall notify the Superintendent or his/her designee in writing when one of these days is being utilized. The Association shall reimburse the District for the cost of substitutes utilized to replace unit members absent on Association business. No individual unit member shall be away from his/her regular assignment for Association business for more than ten (10) accumulated days in any school year.
 - 3.7.2 The Association shall receive a reasonable amount of release time, as provided by law, for the purpose of negotiating and processing grievances.
 - 3.7.3 Unless the LTA President receives part-time release in accordance with 3.7.4 below, the LTA President shall receive up to an additional fifteen (15) days per year for Association business and to attend pertinent meetings of value to the Association and the District. The Association President shall notify the Superintendent, or his/her designee, in writing when one of these days is being

utilized. The Association shall reimburse the District for the cost of substitutes utilized to replace the President when absent on Association business.

- 3.7.4 Subject to LTA internal approval, LTA may provide the LTA President up to seventy-five percent (75%) part-time release. LTA shall assume the full and total financial responsibility including employee salary, employee deductions and District payroll costs for such release. It is understood that the LTA President will remain a full-time employee of Lynwood USD and will retain all contractual benefits.

3.8 Payroll Deduction

- 3.8.1 The right of payroll deduction for the payment of organizational dues shall be accorded by the Board exclusively to the Association and shall not be accorded any other organization whose members are part of the bargaining unit represented by the Association. Association members who currently have authorization cards on file for the above purposes need not be re-solicited. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from the members.
- 3.8.2 Pursuant to authorization by the unit member, the Board shall deduct the Association dues and fees from the regular salary check of the unit member each month. The dues shall be deducted equally 1/10, 1/11, or 1/12 per pay period in accordance with the member's pay schedule. Deductions for unit members who sign such authorization after the commencement of school shall be 1/10, 1/11, or 1/12, of the Association dues and fees from each regular salary check for the remainder of the school year. Any member dropping out of the Association shall continue to have the Association dues and fees deducted from each salary check for the remainder of the school year as permitted by law.
- 3.8.3 With respect to all sums deducted by the Board pursuant to authorization of the unit member for membership dues, the Board agrees promptly to remit such monies to the California Teachers Association along with an alphabetical list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.
- 3.9 Upon appropriate written authorization from the unit member, the Board shall deduct from the salary of any unit member and make appropriate remittance for Association-sponsored programs, annuities, credit union, charitable donation, or any other plans or programs, jointly approved by the Association and Board.

3.10 The District will provide the following information to the Association:

- a. Two (2) copies of the tentative and the approved District budget and any summaries of the budget.
- b. A scattergram of all unit members showing the placement of members by step and group on the salary schedule, total salaries by step and group, and total salaries for the District by November 30 of each school year.

- c. Two (2) copies of names, addresses, telephone numbers, District issued email addresses (if available), and school assignment will be provided by November 30 of each year. Unit members' addresses and telephone numbers will not be made public.
 - d. Policy changes immediately following the Board meeting in which action is taken.
 - e. Two (2) copies of the current seniority list by November 30 of each school year.
- 3.11 The Association shall provide the District a list of LTA Executive Board Members and Faculty Representatives by October 30th of each year.

ARTICLE IV
RIGHTS AND DUTIES OF UNIT MEMBERS

4.1 Unit Member Protection

- 4.1.1 It is the responsibility of the principal and staff members at each school site to maintain discipline and a climate for good instruction in the schools. It is the unit member's responsibility to deal justly and considerately with each student. The Superintendent and his administrative staff will support principals and teachers in all reasonable disciplinary measures in accordance with the policies of the school district.
- 4.1.2 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Such notification shall be immediately forwarded to the Superintendent who shall report the incident to the appropriate law enforcement agency, and who shall comply with any request for information in the possession of the Superintendent relating to the incident or persons involved, and shall act in appropriate ways as liaison between the unit member, the police and the courts.
- 4.1.3 A teacher may suspend any pupil from his/her class, for any of the acts enumerated in Education Code Section 48900 and Board Policy, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or principal's designee for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent/teacher conference regarding the suspension. (See Appendix I for Education Code Section 48910 - "Suspension by Teacher")
- 4.1.4 A unit member may, within the scope of his/her employment, use and apply reasonable force such as a reasonable parent might use if necessary: To quell a disturbance threatening physical injury to himself/herself or others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense and for the protection of persons and property.
- 4.1.5 In cases where a unit members has had to use force to protect himself/herself from a physical attack by a student, or other person, in pursuit of his/her employment, or to prevent injury to another student, the Board will provide access to the Deputy County Counsel assigned to the District to advise the unit member of his/her rights and obligations with respect to any such assault and shall promptly render all reasonable assistance to the unit member in connection with law enforcement and judicial authorities.

4.2 Personal Property

4.2.1 Damaged Personal Property

The District may provide for payment of the costs of replacing or repairing personal property of a unit member, such as eyeglasses, hearing aids, dentures, watches, articles of clothing (except hosiery worn or carried by the unit member) when any such property is damaged in the line of duty without fault of the unit member. Vehicles are excluded. If the property is damaged beyond repair, the actual value of such property may be paid upon receipt by the District of the damaged personal article.

4.2.2 Stolen Personal Property

Reimbursement of any unit member(s) for the loss, destruction or damage by arson, burglary or vandalism of personal property used in the schools of the District may be made. Reimbursement shall be made only when approval for the use of the personal property in the schools was given before the property was brought to school and when the value of the property was agreed upon by the unit member bringing the property and the school administrator or person appointed by him/her for this purpose at the time of the approval for its use was given.

4.3 Upbraiding, Insulting, Abusing Teachers

- 4.3.1 It is the principal's responsibility to maintain good discipline in his/her school in accordance with the Education Code, California Administrative Code, and District-wide regulations and procedures promulgated by the Superintendent for the measurement of citizenship and the development of good discipline. He/she may delegate to the vice-principal or to any unit member duties that are necessary for the maintenance of good student conduct. Pupils are to be under the direct supervision of a member of the staff at all times while in school or while attending a school-directed activity.
- 4.3.2 Parents are expected to cooperate with the school authorities in maintaining and encouraging proper standards of behavior for their children. As provided in the Education Code, parents shall be held responsible financially and otherwise, for willful misconduct of their children. (Ed. Code 48904).
- 4.3.3 Any parent, guardian, or other person whose conduct in a place where a school employee is required to be in the course of his/her duties, materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor: (Ed. Code 44811). This applies to situations on school premises, or any other place the unit member is required to be in connection with assigned school activities. The school is empowered to call for police assistance in the event it is necessary. The District staff shall assist and support the unit member in the proper exercise of their responsibilities, including a review of all incidents of serious misconduct of students which may involve suspension, expulsions, exemptions or coordination with law enforcement agencies. The District staff shall also provide assistance to schools in overcoming problems, thus reducing the need for disciplinary action.

4.4 Academic Freedom and Teaching of Controversial Issues

The Lynwood Unified School District believes that education has an inescapable duty to provide opportunities for the development of clear thinking, balanced judgment, intelligent choices, informed opinion, and a comprehension of the intricacies of propaganda.

It further believes that academic freedom requires the maintenance of a climate of intellectual freedom which encourages the flow of ideas and the ablest instruction with the recognition that freedom to teach and freedom to learn imply both rights and responsibilities within the framework of the law and policies of the Board of Education.

4.5 Political Rights

No unit member of the District shall engage in personal political activities during his or her regular hours.

However, during their off-duty hours, the Board respects and upholds the rights of unit members to participate in political activities, including the holding of public office, if the activities are not specifically prohibited by law.

4.6 Unit Member's Personnel File

- 4.6.1 Unit members have a right to examine their personnel files, and obtain copies of the materials in their files within the provisions of the law at the District Office.
- 4.6.2 Upon written request duly signed by a unit member, he/she shall have the right to authorize a representative to examine his/her personnel file and obtain copies of items within the file.
- 4.6.3 The unit member shall be made aware of any critical statement or letter five (5) days prior to its placement in his/her file and be provided an opportunity to reply to any statement or letter placed in his/her file, with his/her reply being attached to the original.
- 4.6.4 The person who causes material to be placed in the files shall sign and date the material.
- 4.6.5 Information of a derogatory nature pertaining to a unit member's competency or his/her unfitness for service or his/her physical or mental condition unfitting him/her to instruct or associate with children, shall not be used in any disciplinary or dismissal action against him/her unless and until that material has been entered into his/her file in accordance with Education Code Section 44031.

4.7 Progressive Discipline Procedures

- 4.7.1 The parties agree that the purpose of progressive discipline is to offer the bargaining unit member an opportunity to receive support and improve behavior which might otherwise constitute grounds for more substantial discipline. Prior to the issuing of any of the progressive discipline measure outlined herein, the unit member alleged of misconduct shall be provided an opportunity to meet with the administrator investigating the alleged misconduct. Every effort shall be made to hold the meeting as soon as possible after the alleged misconduct, incident or complaint against the unit member is reported.
- 4.7.2 No bargaining unit member will be disciplined, reduced in rank or compensation, nor otherwise subjected to adverse action as a result of alleged misconduct without “just cause.” The concept of “progressive discipline,” and the prohibition of disparate treatment by an administrator, are to be generally applicable, but with the understanding that circumstances may justify an exception, and/or make progressive discipline unnecessary, and that reasonable diversity in disciplinary decisions may be justifiable or necessary based on individualized factors and circumstances as determined in the judgment of the responsible administrator. Discipline of a member shall be based on grounds set forth in Education Code section 44932.

Non-reelection of probationary or temporary personnel shall be exempted from the article, but the District may voluntarily elect to use some progressive discipline steps as outlined in the article.

- 4.7.3 Progressive discipline consists of the following steps: 1) informal discussion (which may be documented in writing); 2) written warning; 3) written reprimand; 4) suspension without pay; and 5) termination. Arbitration per section 4.7.4.d for discipline actions shall only be available in the event of suspension pursuant to 4.7.4. Discipline under this section shall not be subject to the Grievance Procedure.

4.7.4 Procedures for Suspension

- a. The District has the right to suspend a member of the bargaining unit for up to (10) days without pay for serious misconduct subject to the provisions of this article.
- b. Prior to the District’s notice, the parties may meet to discuss positive alternatives to suspension and will attempt to reach mutual agreement which shall be reduced to writing. This meeting is encouraged but does not preclude the District from proceeding directly to written notice of suspension.
- c. A member of the bargaining unit shall be given written notice of the suspension by the Superintendent or his/her designee. The notice shall specify the length of the suspension and the reason for the suspension. The notice shall also contain a statement of the member’s right to a conference with the Superintendent or his/her designee concerning the suspension and the member’s right to respond either orally or

in writing within ten (10) days of the notice. The member's request for a conference shall be in writing (not email) and shall be received by the Superintendent or his/her designee within the time specified in the notice of suspension. In the event a conference is held to discuss the suspension, the member may be represented by an individual of his or her choice.

d. Arbitration:

Option 1: Non-Binding Arbitration

Only suspension without pay may be appealed to non-binding arbitration. Such matters shall be filed directly to Non-Binding Arbitration. Within ten (10) days of receiving the notice of suspension without pay, the unit member or his/her representative shall notify the Superintendent of his/her appeal of the suspension without pay to non-binding arbitration within ten (10) days of receipt of the appeal for arbitration, the parties shall request the immediate services of an arbitrator. The arbitrator selected shall be jointly agreed to by the Association and the District. If an agreement cannot be reached, they shall request a list from the California State Mediation and Conciliation Service of five (5) arbitrators. Each party shall alternately strike a name until one name remains. The remaining person shall be the arbitrator. The fees and expenses of the arbitrator shall be borne by the Association and the District.

Option 2: Binding Arbitration

A suspension without pay may be appealed to binding arbitration. Such matters appealed to binding arbitration must be received within ten (10) days of receiving the notice of suspension without pay, the unit member or his/her representative shall notify the Superintendent of his/her appeal of the suspension to binding arbitration. The District shall request the immediate services of an arbitrator from the State Conciliation Service to supply a list of five (5) arbitrators. The Lynwood Teachers Association shall strike one name from the list. The District will select the arbitrator from the remaining four (4) to hear the appeal. The fees and expenses of the arbitrator shall be borne by the Association and the District.

If submitted to arbitration (Option 1 or Option 2), the proposed suspension without pay and effective date shall be held in abeyance until such time an arbitrator's decision is rendered.

Option 1: The arbitrator's advisory decision will be submitted to the Board of Education for final approval. The Board may accept, reject or modify the arbitrator's advisory disposition.

Option 2: The arbitrator's decision will be submitted to the Board of Education for adoption.

- e. Nothing herein shall interfere with the right of the District to temporarily remove the member from the work location to which he/she is assigned, to reassign the member, and/or temporarily relieve the member of duties and place the member on paid leave pending the determination of the suspension.
- f. The suspension provisions of this article apply only to the procedures to be followed in the event a member of the bargaining unit is suspended for ten (10) days or less under the provisions of this article and do not apply to, limit, or preclude other disciplinary measures.

4.8 Paid Administrative Leave for Purposes of Investigation into Potential Discipline

The Superintendent or Designee may place an employee on paid administrative leave during an investigation. Written notice will be provided to the employee being placed on leave.

- 4.9 All information or proceedings regarding any progressive discipline measures shall be kept confidential by the parties to the extent such is permitted by law.
- 4.10 Nothing herein shall preclude or affect the District's right to dismiss a unit member pursuant to the Education Code.
- 4.11 Hearsay evidence shall not be utilized by the District in any charges against unit members unless in support of direct evidence or otherwise admissible under legally recognized exceptions to the hearsay rule. For the purposes of this Agreement, hearsay shall be defined in accordance with the statutory and case law of the State and subject to a determination of relevance by the arbitrator.

ARTICLE V
SUMMER SCHOOL/ ASSIGNMENTS

- 5.1 The announcement of summer work shall be published on EdJoin, the District website, and bulletin boards at each school site. The announcement for applications for these assignments shall be announced no later than six (6) weeks prior to the beginning of the assignment. Applications must be submitted online and on time for consideration.
- 5.2 If a unit member develops a special program to be offered in summer school, and that program is offered and maintains sufficient enrollment, that unit member shall have priority over all others to teach that course.
- 5.3 The Superintendent or designee may select the teacher for any special program or special assignment approved by the Superintendent.
- 5.4 The District shall use the following criteria to select teachers for summer school assignments.
- 5.4.1 All summer school assignments will be open to all unit members possessing the appropriate credential who have not received a prior evaluation indicating improvement is needed or have been assigned to the Peer Assistance Review Program (PAR).
- 5.4.2 Unit members having teaching experience at the appropriate level and the appropriate credential (elementary, secondary) within the past academic year will have school assignment priority.
- Unit members having teaching experience at the appropriate level and the appropriate credential (elementary, secondary) within the past academic year at the site offering summer school will have summer school assignment priority at that site.
- 5.4.3 Unit members having teaching experience in specific subject areas with the appropriate credential (English, Mathematics, Social Science, etc.) at the secondary level within the past academic year have summer school assignment priority.
- 5.4.4 Summer school programs not regularly taught during the school year that require special qualifications shall be filled with persons having those qualifications.
- 5.4.5 When qualifications are equal, unit members who did not teach summer school during the previous year will have summer school assignment priority.
- 5.4.6 A unit member may be assigned for more than one summer school assignment each year if qualified applicants are not available.
- 5.4.7 When unit members with permanency (tenure) or probationary are not available and all the criteria in 5.4 are equal, those unit members on a temporary contract with the longest service in the District shall have priority, when service is equal the priority will be determined by drawing.

- 5.4.8 Unit members shall have summer school assignment priority.
- 5.5 The District will notify unit members of *summer school* assignments, when possible, no later than one (1) week before the beginning of summer school.
- 5.6 ECE Summer / *Winter* Assignments: For the purposes of assigning summer/winter pre-school assignments, priority for summer / *Winter* shall be filled first by the Early Childhood Education Teacher bargaining unit members employed at the school site where Summer / *Winter* preschool will be offered in the following order:
- a. Preference for Summer/*Winter* pre-school assignments shall be given to unit members who received an evaluation of satisfactory or better on his/her most recent evaluation.
 - b. When qualifications above are equal, unit members who did not teach during the previous summer/*winter* will have summer/*winter* priority.
 - c. When qualifications above are equal, preference shall be given to the unit member who was assigned to the class offered during the immediate preceding year with the greatest seniority in the District.
- 5.6.1 In the event a summer/*winter* pre-school assignment is not filled by an Early Childhood Education Teacher bargaining unit member from the site where summer/*winter* pre-school is being offered as provided in section 5.6, such assignment shall be offered to and filled by other Early Childhood Education Teacher bargaining unit members subject to the provisions below;
- a. Preference for summer/*winter* pre-school assignments shall be given to unit members who received an evaluation of satisfactory or better on his/her most recent written evaluation.
 - b. When qualifications above are equal, unit members with the greatest seniority in the district will be given summer/*winter* work assignments.
 - c. When qualifications above are equal, unit members who did not teach during the previous summer will have summer/*winter* pre-school assignment priority.
- 5.6.2 The daily rate of pay for summer/*winter* pre-school assignments shall be equivalent to the bargaining unit member's daily rate of pay during the academic year. This is calculated by taking the bargaining unit member's annual salary and dividing by 182 work days.

ARTICLE VI
CONCERTED ACTIVITIES

- 6.1 It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 6.2 During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of unit members.
- 6.3 It is expressly agreed and understood by and between the parties that the provisions of this article do not apply to those matters which remain to be agreed upon for the subsequent years of this Agreement (i.e., matters subject to be reopened).

ARTICLE VII

GRIEVANCE PROCEDURE

7.1 Definitions

7.1.1 A "grievance" is a formal written allegation by a unit member who has been adversely affected by an alleged violation of the specific provisions of this Agreement. A grievance shall not include and the grievance procedure shall not apply to any of the following:

- a. Any proceeding for the dismissal of a permanent or probationary unit member.
- b. Any proceeding for the layoff of a permanent or probationary unit member.
- c. The evaluation of unit members, except for the violation or unreasonable application of procedural matters.

The Association shall have the right to file a grievance when a unit member or the Association has been adversely affected by an alleged violation of a specific provision of this Agreement.

7.1.2 A "day" is any day during which the grievant is required to be in attendance.

7.1.3 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances and/or evaluate unit members.

7.2 Purpose

7.2.1 The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise, affecting the welfare or working conditions of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

7.2.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

7.2.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year/grievant's current session, and, if left unresolved until the beginning of the following school year/grievant's next session, could result in harm to an aggrieved person, the time limits set forth herein may be reduced so the procedure may be exhausted prior to the end of the school year/grievant's current session, or as soon as practicable.

7.3 Procedure

7.3.1 Level One - Immediate Supervisor

Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days of the time the aggrieved knew, or with the exercise of reasonable diligence should have known of the occurrence of the

act or omission giving rise to the grievance, the grievant must present such grievance in writing on the approved form, attached as Appendix G to the immediate supervisor. This statement shall be a clear, concise statement of the grievance, including the article alleged to be violated, the circumstances involved, and the remedy sought. The supervisor shall attempt to meet and resolve the grievance and will render a decision in writing to the grievant within ten (10) days from the date the grievance is presented. The supervisor's failure to render a decision with the time limits will automatically move the grievance to the Superintendent at Level Two.

7.3.2 Level Two - Superintendent

If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may file the grievance in writing at Level Two within ten (10) days after receiving the written decision at Level One, or within twenty (20) days after presentation of the grievance at Level One if no written decision has been rendered. The grievant must present such grievance in writing on the approved form, attached as Appendix G. Within ten (10) days of receiving the grievance, the Superintendent or his/her designee shall attempt to meet with the grievant in an effort to resolve the grievance and shall render a decision in writing to the grievant and to the Association within ten (10) days from the date the grievance is heard at this level. The failure to render a written decision at this level within the ten (10) days from the grievance meeting will automatically move the grievance to Level Three - Mediation

7.3.3 Level Three - Mediation

If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may request that the Association submit the grievance to mediation. The Association may appeal the grievance for mediation within ten (10) days after receiving the written decision at Level Two, or within twenty (20) days after presentation of the grievance at Level Two if no written decision has been rendered. The Association shall have the exclusive right to determine which grievances proceed to mediation.

Within ten (10) days of receipt of the appeal for mediation, the parties shall request the immediate services of a mediator. The mediator selected shall be jointly agreed to by the Association and the District. If no agreement can be reached, they shall request the California State Mediation and Conciliation Service supply a list of five (5) names of persons experienced in mediations. Each party shall alternately strike a name until one name remains. The remaining person shall be the mediator. The parties may utilize the California State Mediation and Conciliation Service for mediation or another mediator of their choosing. The fees and expenses of the mediator shall be borne equally by the Association and the District.

The mediator, within ten (10) days of the request for mediation, or as soon thereafter as possible, shall meet with the grievant, the Association, and the District for the purpose of resolving the grievance.

If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association, and the District. The agreement shall be non-precedent setting and shall constitute a settlement of the grievance.

In the event that the grievant, the Association, and the District have not resolved the grievance with the assistance of a mediator, the Association may proceed to arbitration.

7.3.4 Level Four - Arbitration

If the grievance is not resolved at mediation, within ten (10) days of the conclusion of mediation, the grievant may request that the Association submit the grievance to arbitration. The Association shall have the exclusive right to determine which grievances proceed to arbitration.

The Association shall notify the Superintendent in writing within ten (10) days after the receipt of the request from the grievant if the grievance is to be submitted for arbitration. The Association and the District shall attempt to agree on an arbitrator. If no agreement can be reached, they shall request the California State Mediation and Conciliation Service supply a list of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until one name remains. The remaining person shall be the arbitrator. All grievances reaching the arbitration level shall be numbered. The odd numbered grievances will give the Board the first elimination. The even-numbered grievances will give the Association the first elimination.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. Where the threshold issue of arbitrability is raised by a party, the arbitrator shall initially rule upon the matter, and thereafter the parties shall be bound thereby.

The arbitrator will have no power to add to, subtract from or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District.

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommendations which shall be advisory upon the parties.

7.4 Right of Unit Members to Representation

- 7.4.1 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any grievant, any party in interest, any member of the Association or any other participant in the

grievance procedure by reason of such participation.

- 7.4.2 A unit member may be represented at level 1 and level 2 of the grievance of the procedure by himself/herself, or at his/her option, by a representative selected by the Association. If a unit member is not represented by the Association, the Association shall have the right, if it chooses, to be present and to state its views at any stage of the grievance procedure.

7.5 Miscellaneous

- 7.5.1 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance shall commence at Level Two. The Association may process such a grievance through all levels of the grievance procedure even if the individual aggrieved person does not wish to do so.
- 7.5.2 Decisions rendered at Levels One and Two of the grievance procedure will be in writing setting forth the decision and reasons therefore and will be transmitted promptly to all parties in interest and to the President of the Association. The time limit for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.
- 7.5.3 When it is necessary for a representative designated by the Association to attend a grievance meeting during the day, he/she will upon notice to his/her principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in the meeting. Any unit member who is requested to appear in such investigations, meeting, or hearing as a witness will be accorded the same right.
- 7.5.4 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 7.5.5 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.
- 7.5.6 If the grievant, the Association, and the Superintendent, or Superintendent's designee agree in writing, a grievance may be brought directly to arbitration.

ARTICLE VIII
SALARY AND SALARY SCHEDULE RULES AND REGULATIONS

8.1 General

- 8.1.1 Unit members who serve less than the required annual number of working days for regular full-time unit members in their classification, shall receive salary in the ratio that the number of days actually served bears to the total number of annual working days for that classification. Notwithstanding the above, unit members who serve for one full school semester, shall receive not less than one-half the annual salary applicable to their group and step.
- 8.1.2 Mandatory deductions from gross earnings are those required by law and include State Income Tax, Federal Income Tax, and State Teachers Retirement System.
- 8.1.3 Optional deductions are those deductions the unit members may elect to have taken from his/her earnings. Such deductions are made for items and services that are, from time to time, made available to the unit members by Board action. Authorization shall remain in effect continuously until the District receives from the unit member written notice withdrawing the authorization from the deduction.

8.2 Salary Schedules

- 8.2.1 The Teacher/Counselor Salary Schedule is attached as Appendix A.
- 8.2.2 The Adult School Teachers Salary Schedule is attached as Appendix B.
- 8.2.3 The Early Childhood Education Teachers salary schedule is attached as Appendix C.

Effective July 1, 2016, bargaining unit members who do not hold a Bachelor's Degree from an accredited university, shall receive a step on the existing Preschool/Children's Center Teacher Salary Schedule (effective December 1, 2015) and be frozen at that salary until such time she/he completes his/her Bachelor's Degree from an accredited university. From July 1, 2016 to when the Bachelor's Degree is completed, the salary at which the bargaining unit member is frozen shall not be increased except by any salary increases negotiated by LTA and the District for Early Childhood Education Teachers.

- 8.2.4 The Speech/Language Pathologist Salary Schedule is attached as Appendix D.
- 8.2.5 CTE Teachers: Effective July 1, 2017, CTE Teachers will move to the appropriate step/column on the Certificated Teaching Salary Schedule. In the event a current CTE teacher does not hold a Bachelor's Degree from an accredited university, such CTE Teacher shall remain on the Adult School Teachers Salary Schedule. If in the future, such CTE teacher completes a Bachelor's Degree from an accredited university such CTE teacher shall move to the appropriate step/column on the Certificated Teaching Salary Schedule.

8.2.6 The School Psychologist Salary Scheduled is attached as Appendix E.

8.2.7 The Honorarium pay schedule is attached as Appendix F.

8.2.8 The District shall implement AB 265 (1989) (Medicare) effective July 1, 1994.

8.3 Initial Placement on Schedules

8.3.1 Credit for service outside the District shall be allowed on the salary schedule at the rate of one increment (step) for one year of comparable service. No initial placement shall exceed step ten (10). Prior service will be allowed on the schedule only if it is within the last fifteen (15) years. Private school experience for step increment on the salary schedule will be accepted, providing the private school is state accredited, the educational program is equal to that which is carried out in public schools, and the unit member in question held a valid credential at time of teaching. Unit members employed to teach vocational education additional subjects may be granted, at the discretion of the District up to four (4) years of credit for appropriate work experience, including work as a journeyman, in lieu of teaching experience. All previous experience shall be verified by official statements by the unit member before experience credit shall be allowed.

8.3.2 All coursework approved for initial placement must be verified by official transcripts. Obtaining official transcripts is the responsibility of the unit member. All transcript verifications must be received within thirty (30) days of the unit member's first day of service. Failure to do so will result in the Districts withholding salary warrants until such documents are placed on file. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule. The accreditation status of a college, university or private school at the time of the unit member's attendance shall prevail. The school shall be accredited by American Universities and Colleges or their regional affiliates.

8.3.3 Unit members whose initial District employment was in programs conducted under contracts with public or private agencies or other categorically funded projects, and then were subsequently employed as probationary unit members with no break in service, shall be credited with the time served in the specially funded program for salary schedule placement and advancement purposes.

8.3.4 Addition of Provision for Critical Service Areas:

Newly hired fully credentialed teachers in the critical skill areas of English, Math Science, Bilingual Education and Special Education shall be placed on the Teachers Salary Schedule without restriction with full credit for all prior experience, providing the experience was full-time with a valid Teaching Credential. The District will make the final determination of initial placement on the Salary Schedule.

8.4 Vertical Movement

All unit members shall advance one vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class. Unit members who have been employed in the regular educational program of the District as probationary or permanent members before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects will be entitled to continue on the salary schedule for each year of service while assigned to such restricted programs.

8.5 Horizontal Movement

8.5.1 Course credit for salary placement and movement shall be given only for postgraduate, upper division or graduate coursework taken at four-year colleges, universities or graduate schedules which are accredited by American Universities and Colleges or their regional affiliates.

Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds.

8.5.2 Unit members requesting salary reclassification must file such requests with Human Resources no later than August 15 of each year. Supporting records or transcripts verifying post-graduate units of records or transcripts verifying post-graduate units of study that are to apply toward such a reclassification must be filed with Human Resources no later than September 10 of the ensuing school year, for courses completed by September 1 of the school year. If by September 10 the unit member is unable to submit supporting records or transcripts verifying post-graduate units of study that are to apply toward reclassification, official notices in the form of a grade card or letter from the college or institution shall be submitted.

Such temporary verifications which indicate satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirements. The unit member shall provide the official transcript or affidavit document to the District as soon as it is available, but no later than December 30.

8.5.3 The burden of proof of training, experience, possession of credentials and other required documents shall lie with the unit member, both for initial placement and for subsequent reclassification. Any error in classification shall be corrected as soon as the error is verified.

8.5.4 Audit courses will not be accepted as training credits valid for salary schedule placement or reclassification. Credit will not be accepted for coursework taken in the armed service, except as it was taken in conjunction with an accredited college or university and can be verified through official transcripts. Coursework taken through a foreign university or other institution which sponsors travel tours for credits assigned upper division or graduate status, assigned a course title, and given unit value, shall be accepted. Such foreign university or other institution

must be listed in the current edition of accredited institutions of higher learning, specified above.

If a unit member believes that participation in a lower division course will be of direct benefit to the District and that a similar benefit is not available at an upper division or graduate course level, such unit member may petition the District for a waiver. Such a waiver, if granted, would allow the units so approved to be counted for advancement on the salary schedule. Prior to the date of enrollment in lower division courses, the unit member must make formal application to the District and receive approval in the form of the aforementioned waiver.

- 8.6 If a student from a teacher training institution is assigned to a unit member for training purposes and the District receives a stipend for this service from the institution, then the unit member to whom the student teacher is assigned shall receive the stipend.
- 8.7 Per Diem rate of pay for unit members is calculated by dividing the unit member's annual salary by the unit members required days of service.
- 8.8 A unit member teaching any extended day classes shall be paid for each day taught on the basis of the additional time per day divided by his/her normal teaching hours times the unit member's per diem rate. This does not apply to adult school teaching.
- 8.9 Unit members assigned to work extra days beyond those required by Article X, Hours, shall be paid their per diem rate. This does not apply to curriculum workshops or committees, or to summer school teaching which will be compensated at the hourly rate of pay.
- 8.10 Anniversary increments as indicated on the Teacher/Counselor Salary Schedule, Appendix A, shall be granted in accordance with the following provisions:
 - (a) *To step 15 upon* Completion of 14 years of service in the District.
 - (b) *To step 20 upon* Completion of 19 years of service in the District.
- 8.11 The hourly rate of compensation shall be .001 times the salary base at Group II, Step 1 of the current Teacher/Counselor salary schedule.
- 8.12 Unit members assigned to teach summer school shall be paid at the hourly rate.
- 8.13 Unit members assigned to use their personal automobile on District business shall be reimbursed at the monthly allowance of \$45 or at 21 cents per mile.

- 8.14 In an effort to encourage attendance of unit members, the following incentive scale shall be used:

<u>Days Missed</u>	<u>Incentive Pay</u>
0	\$250.00
1	200.00
2	100.00
3 or more	-0-

Note: This breakdown will include all of the school year. The only days excluded will be those designated as school business.

8.15 Salary Schedule Emergency Credential Teacher

Individuals employed teaching pursuant to an emergency credential shall be limited to initial and continuing placement on Group 1 until they have obtained regular credentials.

ARTICLE IX
HEALTH AND WELFARE BENEFITS

- 9.1 Employees may choose coverage for themselves and their eligible dependents and/or domestic partners for whom a Declaration of Domestic Partnership is currently on file in the office of the Secretary of State for the State of California. A choice shall be made from any of the approved plans offered during the open enrollment period.
- 9.2 Beginning July 1, 2017 the District's annual contribution for a full-time employee shall be set at \$8170 annually. The District will deposit \$8170 per full-time employee into a Health Reserve Account for the purpose of providing health, dental and vision insurance. In the event a unit member is not full-time, the contribution will be prorated.
- 9.3 The Lynwood Teacher Association will determine how the money will be allocated to provide health insurance for unit members. Each individual employee shall receive the full lowest cost health, dental, and vision coverage. If an individual employee selects a higher cost insurance plan, the additional cost will be borne by the employee through payroll deduction. Additional resources left in the Health Benefits Reserve Account (after all employees have been offered the lowest health, dental, and vision plan) will be used to cover portions of two-party and family coverage for unit members. These additional portions will be defined as the LTA Additional Contributions Rates.
- 9.4 If the monthly premium of the health, dental and vision benefit plans selected by the employee exceeds the monthly allocated contribution, the Payroll Department shall deduct the balance through payroll deduction.
- 9.4.1 The monthly contribution rates shall be established annually. Members will be provided with premium costs ten (10) days after the premiums have been confirmed by the insurance carrier for the upcoming enrollment period.
- 9.4.2 The employee out-of-pocket cost is the difference between the total cost of all premiums for the plans selected by the employees less the total of the lowest cost health, dental, and vision premium and the established LTA Additional Contributions Rates.
- The cost of all premiums selected -- (Lowest premium cost of health, dental and vision plans + LTA Additional Contribution Rate) = Employee Out of Pocket Cost.**
- 9.5 The Lynwood Teachers Association will provide fiscal oversight of the Health Benefits Reserve Account. LTA/CTA/NEA will assure that within the dollar amount allocated for the Health Benefits Reserve Account, plan designs, contribution rates for single coverage, two-party coverage, and family coverage are established.

- 9.6 The District will provide life insurance in the amount of \$10,000 for all members covered by this Agreement. The premium for the 2017 - 2018 school year will cost Lynwood USD as follows:

MET Life Insurance	\$4.15
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This includes \$5,000 spouse coverage and \$2,500 child life coverage. The PARTIES will investigate the ability for members to increase, at the member's expense, the amount of coverage.

- 9.7 Unit members who work a complete school year shall have health and welfare benefits effective through September 30. Unit members who are employed subsequent to the first day of the school year shall have their health and welfare benefits effective at the beginning of the payroll period immediately following their employment.

Unit members who terminate their employment prior to the close of the school year shall be provided coverage up to and including the last day of the pay period in which the termination occurred.

Unit members shall continue to be covered under the health and welfare program through September 30th during the year in which the contract expires.

- 9.8 The District shall pay the higher HMO individual single rate established above for health insurance for retirees. Retirees eligible for retiree health benefits may choose from amongst the health plans offered to unit members. Retirees may pay the difference to enroll their dependents in two-party or family plans. The retiree must be receiving benefits from STRS and be fifty-five (55) years of age or older and have been employed by Lynwood Unified School District for a minimum of ten (10) years. Retirees will be covered for a period not to exceed five (5) years beginning October 1st following the date of retirement. All Medicare qualified employees shall enroll into the Medicare program at the age of sixty-five (65). When an employee turns sixty-five (65), and has less than five (5) years of District paid retiree insurance, the District will cover a Medicare supplemental plan up to \$200 monthly for the balance of five years.

- 9.9 **COBRA**: Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) and comparable State law, eligible employees or dependents may have continuation of coverage for a given period at their own expense under the District's health, dental and vision care plans in the event of termination of employment. The District will follow all pertinent and applicable laws.

- 9.10 The monthly premium for continued coverage shall be determined at the time of eligibility and shall be subject to change; however, the premium change of employees will not exceed 102 percent of the premium paid by the District for active employees and/or dependents in a comparable status. The continuation coverage shall be the same as the coverage available to continuing employees, regardless of the employee's health at the time.

- 9.11 It shall be the responsibility of the employee or the dependent to notify the Health Insurance Section of a divorce, legal separation or loss of eligibility of a dependent child at the time of such event. At the time of eligibility for continuation coverage, and

upon such notification, and selection form shall be provided by the District.

- 9.12 COBRA shall be administered pursuant to federal law, and all decisions and rules with respect to eligibility, premium costs, qualification for benefits, and level of benefits shall be in accordance with published federal government guidelines. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to COBRA, are excluded from the grievance and arbitration procedures.
- 9.13 The District will adopt and implement the model Board Policy regarding Catastrophic Sick Leave Program provided by the California School Boards Association, which shall apply to LTA unit members, in a manner that is comparable to that currently offered to the District's classified employees.

ARTICLE X
HOURS OF EMPLOYMENT & WORKING CONDITIONS

10.1 Unless specified otherwise, the length of the workday for all full-time unit member shall be seven (7) hours for unit members assigned to a traditional (182-days) year inclusive of a thirty (30) minute, duty-free lunch period. The lunch period shall not include passing or line-up time. The schedule for the workday shall be set by the principal/immediate supervisor.

10.1.1 The workday for counselors who work in school that are on a traditional (182-days) school calendar year shall be seven hours and thirty minutes per day inclusive of a 30-minute duty free lunch period. The schedule for the workday shall be set by the principal/immediate supervisor.

10.1.2 The work year of counselors shall consist of 182 days per year. Additional days of service shall consist of up to five (5) days at the conclusion of the school year in the month of June and the use of up to an additional five (5) days during the month of August prior to the start of the school year. The use and allocation of such days shall be at the discretion and designation of the District.

10.1.3 The length of the workday for speech/language pathologists shall be eight (8) hours per day, inclusive of a thirty (30) minute duty free lunch. The schedule for the workday shall be set by the Director of Special Education or Designee. The work year for speech/language pathologists shall be 205 days per year. At their option, speech/language pathologists may select to work a traditional 182 days per year. Such selection shall be made prior to July 1st for the academic year.

10.1.4 The length of the workday for school psychologists shall be eight (8) hours per day, inclusive of thirty (30) minute duty free lunch. The schedule for the workday shall be set by the Director of Special Education or Designee. The work year for school psychologists shall be 205 days per year. At their option school psychologists may select to work a traditional 182 days per year. Such selection shall be made prior to July 1st for the academic year and shall be placed on the appropriate salary schedule reflecting 182 days of service.

10.1.5 The length of the workweek for full-time adult school teachers shall be at least twenty-seven (27) hours per week. The work day for full-time adult school teachers shall be inclusive of a thirty (30) minute duty free lunch. The schedule for the workday shall be set by the principal/immediate supervisor. The work year for full-time adult school teachers shall consist of a traditional 182 days per year.

10.1.6 The Early Childhood Education Teacher assignment shall be 182 work days and 8 hours per day.

The schedule for the workday shall be set by the Director of Early Childhood Education.

Early Childhood Teachers shall be required to participate in an additional 21 hours of professional development as determined by the District. Such additional hours shall be paid at the hourly rate of compensation of .001 times the salary base at step 1 of the current Early Childhood Education Teacher Salary Schedule.

10.1.7 Unit members will be scheduled for duty free lunch after 11:00 am.

10.1.8 The work year shall be outlined in the school calendar.

10.1.9 Unit members may leave the work site during their lunch period provided the unit member notifies the principal or his/her designee of such absence.

10.2 Preparation and Planning Time

10.2.1 Elementary school unit members shall have forty-five (45) minutes during the workday for preparation and planning. It is understood the additional minutes will not interfere with instructional minutes.

10.2.2 The District will provide secondary school unit members with what is commonly known as a “traditional academic schedule” that includes five (5) assigned teacher periods per workday and one (1) unassigned period per workday for preparation and planning.

10.2.3 This section shall apply to TK – 12 grade classroom teachers.

10.2.4 Unit members who travel from one school to another on a regular basis shall have the same rights to a planning/preparation period, lunch period and physical relief breaks as do other unit members.

10.3 Adjunct Duties: Unit members shall participate in other school and District professional activities and perform professional assignments beyond the regular workday as described in Section 10.1. This additional time shall not exceed eight (8) hours per month, excluding non-instructional days, and would include any faculty meetings, grade level meetings, curriculum meetings, and/or other adjunct duties.

10.4 Substitute Assignments: If a 7-12 unit member is assigned to utilize all or part of his/her preparation period to substitute for an absent unit member, then that unit member shall be reimbursed at one-fifth (1/5) of the daily substitute rate.

If a K-6 unit member has students from an absent unit member’s class assigned to his/her class for all or part of the day, then that unit member shall be reimbursed at one-fifth (1/5) of the daily substitute rate. The site administrator shall make a reasonable effort to equitably distribute the students of the absent unit member among five (5) unit members. Except in cases of an emergency, such assignment shall be voluntary.

If no substitute is available, the principal shall make a determination regarding the distribution of the students, but such distribution shall be on a rotational basis.

10.5 In each school there will be a typewritten alphabetical list of all bargaining unit members assigned to that school site. This list will be available at each school in a designated place accessible to unit members. Each unit member will initial next to his/her name in the “In” column by 8:00 a.m. each workday. If the unit member arrives after 8:00 a.m., he/she shall initial and indicate the time of arrival in the “In” column. Each list will reflect one week of attendance. Any unit member who leaves prior to the end of the workday will indicate the

time of departure from the school site in the “Out” column along with his/her initials. The Sign-In Sheet is attached to this Agreement as Appendix I.

- 10.6 On rainy days each unit member will be provided a relief break in the morning and another relief break in the afternoon, contingent upon the availability of coverage as determined by the principal.
- 10.7 Bargaining unit members in whose classes special education students are placed will be provided with in-service assistance upon written request within (30) calendar days. The specific assistance shall be by mutual agreement of the unit member and the administrator.
- 10.8 The District shall ensure that each unit member has a key to his/her classroom, workroom, restroom, and elevator key (if applicable) at the beginning of the school year. Furthermore, every teacher will be given adequate space to store necessary supplies, a private desk, and work area to prepare for their work.
- 10.9 Release Time for District Committee and Council Service: Unit members appointed to District approved committees or councils meetings during the workday shall be granted release time during their workday at no loss of pay or benefits to fulfill the obligations of the appointment.
- 10.10 Lesson Plans: Members of the bargaining unit shall be responsible for developing weekly lesson plans. Lesson plans shall be posted in the member’s classroom weekly and shall be current and available for viewing.

10.11 Grading and Report Cards:

- 10.11.1 Members of the bargaining unit have the right to assign grades to students. Such assignment of grades shall be based upon the work performed by individual students. At the beginning of each semester and/or school year, members of the bargaining unit shall provide students in each assigned class and/or parents of students in elementary and secondary grades with the grading criteria being utilized. Members of the bargaining unit shall maintain an accurate log of student’s grades, assignments and any other documents necessary to support the grades assigned. Starting 2017-18, members of the bargaining unit shall utilize the on-line grading system implemented by the District. The gradebook and supporting documentation such as, student assessments or current work samples, shall be on file in the classroom and available for viewing at the conclusion of each grading period.
- 10.11.2 The Early dismissal day immediately prior to the date upon which report cards are due shall be reserved to unit members for completing grades and reports. Following the early dismissal of students, no meetings or activities shall be scheduled for unit members for the remainder of the day.

10.12 Professional Development:

Unit members shall be expected to participate in programs of professional development and training organized by the District. Professional development programs shall cover a diverse area of specializations and needs relevant to all unit members.

10.13 Curriculum Development:

A Staff Curriculum Development Committee shall be formed which shall serve as a subcommittee of the District-wide Curriculum Committee. The committee shall present a recommended program for each school year to the District-wide Curriculum Committee based on student academic outcomes. The committee shall consist of a representative from each grade level and/or academic area. Such representatives shall be appointed by the Association. The committee shall be chaired by an administrator selected by the Superintendent.

10.14 Instructional Assistants:

Instructional assistants may be assigned where appropriate by the Superintendent or his/her designee. For reasonable cause, a unit member may request that an instructional assistant be reassigned.

10.15 Attendance at Educational Conferences and Meetings:

10.15.1 Actual expenses for education conferences, including travel, meals and lodging shall be granted when attendance at such conferences has been approved by the Board. The Superintendent shall be responsible to see that the expenses for such conferences are held to the lowest reasonable cost.

10.15.2 Applications to attend conferences must be submitted to the Principal, approved by the Superintendent and ratified by the Board of Education. No reimbursement, including substitute teachers, shall be granted unless prior approval is granted.

10.18 Early Childhood Education Teachers: At the conclusion of the 2016-17, 2017-18 and 2018-19 academic years bargaining unit members who do not hold a Bachelor's Degree shall submit to Human Resources an updated transcript demonstrating a reasonable amount of coursework completed towards the Bachelor's Degree no later than June 30 of each year. Reasonable progress toward completion shall be solely determined by the District. Such bargaining unit members shall be given until June 30, 2019 to complete the Bachelor's Degree. The District shall have no obligation to continue to employ those bargaining unit members who fail to complete the Bachelor's Degree by June 30, 2019 beyond the conclusion to the 2018-19 academic year. Members of the bargaining unit as described herein this section waive any right to appeal or otherwise contest the District's decision and action to terminate such employee's employment for failure to acquire a Bachelor's Degree on or before June 30, 2019.

ARTICLE XI

SPECIAL EDUCATION

11.1 Statement of Purpose

This article does not preclude unit members from coverage under all articles of this Agreement. This article supplements and does not supersede other articles of this Agreement.

11.2 Class Size:

11.2.1 The District and the Association shall jointly monitor class sizes to insure reasonable equity. Every effort shall be made to ensure reasonable equity of class size among unit members with comparable assignments as required by Education Code.

11.2.2 The recommended ranges for Special Day Class (“SDC”) sizes shall be:

- a. Kindergarten to 3rd grade: Eight to ten students
- b. 4th to 6th grade: Twelve to fourteen students
- c. 7th to 12th grade: fourteen to sixteen students

11.2.3 The District shall make every effort to equitably assign and distribute RSP students across the affected general education unit members and their classes to the extent that it does not conflict with the needs of the student and/or IEP.

11.3 Case Loads:

11.3.1 The District and the Association shall jointly monitor special day class teachers (SDC), resource specialists (RSP) and speech/language pathologists caseloads to ensure reasonable equity within work assignments. Every reasonable effort shall be made to ensure reasonable equity of case load among unit members with comparable assignments.

11.3.2 The District shall make every effort to keep the case load for RSP teachers below the maximum level of twenty-eight (28) cases required by the Education Code and/or federal law.

11.3.3 The District shall make every effort to keep the maximum caseload for speech/language pathologists working with school-aged population students within the recommended range of fifty-five (55) cases.

11.3.4 The District shall make every effort to keep the maximum caseload for speech/language pathologists working with preschool-age children (between the ages of three and five years) within the recommended range of forty (40) cases.

11.4 **Individualized Education Programs (IEPs):**

- 11.4.1 All unit members whose duties involve and are affected by an IEP will be provided the opportunity to serve on the team responsible for developing, reviewing, and/or revising such program.

All student placement and/or change of placement shall be done in accordance with 34.CFR 300.116. The Special Education Department must be notified of all change of placements prior to the IEP meeting to appropriately accommodate the student within a school. Upon actual notice to the special education department and school site administrator that an Individual with Exceptional Needs will be assigned to the class of any unit member, an IEP will be provided to the unit member within three (3) days.

- 11.4.2 The District recognizes that some Individuals with Exceptional Needs may not meet or exceed the growth projected in the annual goals and objectives of the pupil's IEP. In such instances, a unit member's accountability will be limited to having implemented the services specified in the IEP. A unit member involved with an IEP may request a review of the IEP in accordance with Special Education Regulations.

- 11.4.3 Whenever possible, IEP meetings shall be held during the workday. Unit members shall make themselves available at any time during the workday that IEPs are scheduled. If additional time beyond the workday is necessary to complete an IEP meeting, the administrator or his/her designee in attendance at the IEP shall determine whether to schedule an additional IEP date to be held during the workday, or to continue the IEP meeting beyond the workday. Unit members shall be compensated at their hourly rate for such additional time beyond the workday.

11.5 **Special Education Due Process Hearings**

When a unit member is required to participate in a Special Education due process hearing or other Special Education due process procedure during the workday, the District will allow the unit member to attend the hearing during the day without loss of compensation. Unit members shall be compensated at the hourly rate for any additional time required for attending a due process hearing beyond his/her contracted hours.

11.6 **Staff Development**

- 11.6.1 The District shall provide appropriate training to unit members regarding the use of new instructional or assessment models when requiring unit members to use such tools.
- 11.6.2 To better communicate with staff in articulating and planning for the upcoming school year, the Special Education Services staff or Special Education Department will provide written information and conduct meetings for unit members to review and solicit feedback on the District's Special Education goals and objectives for the year.

11.6.3 Principals will exempt special day class teachers, resource specialists, speech/language pathologists, adapted PE teachers, and other special education service providers from at least three grade level/department meetings yearly, for the purpose of attending training held by the District's Special Education Department. These trainings will focus on compliance issues and specific job-alike issues, and the District shall provide such training whenever necessary and reasonable.

11.6.4 In addition to the above and at the discretion of the Principal, special day class teachers, resource specialists, speech/language pathologists, adapted PE teachers, and other special education service providers may be excused from all or part of subject-matter data reflection meetings to collaborate on issues specific to special education students.

11.7 **Full Inclusion**

11.7.1 When full inclusion is applicable, Inclusion Planning Teams consisting of the special education teacher, general education teachers, school administrator, school psychologist, and any other support staff will be organized at each site with identified full inclusion pupils.

11.7.2 The Special Education Site Team shall provide a unit member with a list of inclusion students that are placed in his/her classroom and additional information for the successful implementation of all relevant special education programs.

11.7.3 The determination of the size of classes with fully included pupils will take into consideration any student's needs, extraordinary demands on physical space, unit member contact, and/or unit member supervision.

11.7.4 Any unit member who provides instruction to full inclusion students shall receive notification within three (3) days of the placement of students.

11.7.5 When full inclusion is applicable, options to mitigate the impact on class size should be considered.

11.8 **Resource Specialists (RSP)**

11.8.1 Resource Specialists shall not simultaneously be assigned to serve as a resource specialists and to teach regular classes.

11.8.2 An elementary school resource specialist (RSP) teacher will not be required to serve as a substitute in a regular classroom unless there is an emergency of a non-recurring nature.

11.8.3 Resource specialists are itinerant and may not be assigned to more than two (2) work sites.

11.8.4 Resource specialists shall receive preparation time equivalent to time received by regular classroom teachers at the same school site and level.

11.9 **Department/Grade Level Chair**

- 11.9.1 Special Education Department Chairs will serve as the link between school site special education programs and general education departments.
- 11.9.2 All rights, responsibilities, and stipends granted to other Department/Grade Level Chairs shall be granted to Special Education Department Chairs.
- 11.9.3 At an elementary school site setting, when three (3) or more special education teachers exists, regardless of their respective grade, this situation will require a Special Education Grade Level Chair.
- 11.9.4 At a secondary school site setting, when three (3) or more special education teachers exists, regardless of their respective grade, this situation will require a Special Education Grade Level Chair.
- 11.9.5 A special education representative shall be invited to all meetings of Department/Grade Level Chairs if there is no special education staff member serving as Department/Grade Level Chair.

11.10 **Assignment**

The Special Education Department reserves the right to assign Special Education Teachers to meet the needs of students and District.

11.11 **Core instructional materials**

The administrator at each site shall ensure that each Special Education teacher has the necessary core curriculum textbooks and materials. Any Special Education teacher who believes that he/she does not have the necessary core curriculum textbooks and materials should first address the issue with the principal. If this does not result in a satisfactory resolution of the problem, the unit member may also address the supervisor of the principal with the concern.

11.12 **Special Education Committee**

To facilitate communication and compliance on Special Education issues, the District will establish a committee to discuss special education concerns. It shall include one (1) Director of Special Education Services or designee, one (1) elementary special education teacher, one (1) middle school special education teacher, and (1) high school special education teacher selected by the Association Executive Board and one (1) elementary special education teacher, one (1) middle school special education teacher, and one (1) high school special education teacher selected by the District.

11.13 **Special Education Handbook**

To ensure there is common and clear understanding of items which include, but are not limited to, procedures, compliance requirements, laws, job expectations, teachers support systems, IEP processes, teacher/paraprofessional relationships and trainings, differentiated curriculum, teaching strategies, sources and resources available to the special educator, an end-of-the-year checklist, and administrative responsibilities, the District will publish a Lynwood Unified School District Special Education Handbook.

Such Special Education Handbook shall be maintained and updated annually. The District agrees to fulfill its obligation to meet and negotiate matters in good faith as required under the Educational Employment Relations Acts.

11.14 Special Education Extended School Year

Special education extended school year is an extension of the academic year. Unit members assigned during the academic year to special education classes shall have priority to continue such assignments when extended beyond the regular academic year.

ARTICLE XII

TRANSFERS

- 12.1 A transfer is defined as a change of schools or administrative divisions within the District. A voluntary transfer may be requested by the unit member. An involuntary transfer between schools or administrative divisions may be initiated by the District. Transfer does not include the concept of other assignments or reassignments at a particular school site.
- 12.2 A unit member's seniority is established by the initial date of service to the District. Those unit members hired who's first day of service to the District is the same, shall have their seniority established by lot. The District shall conduct the lottery in a fair, equitable and reasonable manner with the Association representatives present. Once a unit member's seniority has been established by lot, such seniority date shall remain with the unit member as long as that unit member is employed by the District.
- 12.3 Posting of Vacancies
- 12.3.1 A vacancy is defined as a position at a school location which the District has determined is to be filled by a probationary or permanent unit member rather than a substitute or temporary.
- 12.3.2 The District shall post vacancies on the District website and EdJoin. The vacancy shall contain a closing date which is at least five (5) workdays following the posting date for submission of request for transfers. Vacancies shall not be filled except on a temporary basis until after the closing date. During the summer recess, the District shall make a reasonable effort to notify unit members who have submitted a written request for transfer regarding vacancies. The unit member's request must be in writing and must include a summer recess mailing address email address, and current telephone number.
- 12.4 Voluntary Transfer - A unit member may request a transfer subject to the following conditions:
- 12.4.1 Submission to Human Resources of a written request for transfer.
- 12.4.2 Properly filed transfer request shall be submitted by March 1 of each year.
- 12.4.3 A unit member's request for transfer shall bear the signature of that unit member's present site administrator. Such signature is an acknowledgment only that the site administrator has been informed of the unit member's desire for transfer consideration. Such signature does not necessarily imply approval or disapproval of the site administrator, nor may acknowledgment be withheld by the site administrator.
- 12.4.4 The request for transfer is without prejudice to the unit member and shall not jeopardize the unit member's present assignment.

12.4.5 A request for transfer may be withdrawn by the unit member in writing to Human Resources at any time prior to official notification of transfer approval.

12.4.6 The following factors shall be utilized to determine which unit member receives a voluntary transfer.

- a. Possession of an appropriate credential and major/minor for the opening.
- b. Requirements of the District's affirmative action program.
- c. The legitimate educationally related needs of the District.
- d. The performance of a unit member in the interview conducted for the assignment in which the unit member wishes to transfer. However, performance shall not be the determining factor.
- e. The most recent written evaluation is satisfactory or better.
- f. The unit member with the greatest District seniority shall receive the transfer provided the above factors are equal.
- g. Unit members voluntary transfer requests will be reviewed and processed only during the first thirty (30) days of each semester. Any other transfer requests which arise at any other time shall be processed at the discretion of the District.

12.4.7 The unit member who is denied a transfer may request a meeting with Human Resources to discuss the denial within five (5) days of receiving the notice of denial. Within five (5) days following this meeting, the unit member, upon request will be provided with a written rationale for the denial.

12.4.8 A unit member's seniority for voluntary transfer is established by the initial date of service to the District. Those unit members hired, whose first day of service to the District is the same, shall have their seniority established by lot. The District shall conduct the lottery in a fair, equitable and reasonable manner with Association representatives present. Once a unit member's seniority has been established by lot, such seniority date shall remain with the unit member as long as that unit member is employed by the District.

12.5 Involuntary Transfer - Unit members may be involuntarily transferred for the following reasons:

District Needs

12.5.1 Declining enrollment.

12.5.2 Fluctuations in pupil enrollment. An overstaffed or surplus situation may be deemed to exist when the number of the unit members present in a given school, after the beginning of the school year, exceeds the ratios established by Article XIV, Class Size.

- 12.5.3 Certification authorization. A unit member may be transferred if it is determined that his/her assignment is in violation of credential authorization.
- 12.5.4 Volunteers will be sought prior to utilizing involuntary transfers for 12.5.1 and 12.5.2.
- 12.5.5 The determination of which unit member shall be involuntarily transferred for the above reasons shall be based upon the following factors:
- a. Possession of the appropriate credential.
 - b. Major/minor field of study.
 - c. The legitimate educationally related needs of the District
 - d. Requirements of the District's Affirmative Action Program.
 - e. The unit member with the lowest seniority in the school shall be transferred provided the above factors are equal.

Principal/Immediate Supervisor Request

- 12.5.6 Performance renewal. A unit member may be involuntarily transferred no more than once every three (3) years in order to improve his/her performance, if the deficiencies in performance have been reflected in the most recent official written evaluation of the unit member.
- 12.5.7 Irreconcilable conflict between a principal/immediate supervisor and unit members.
- 12.5.8 A principal/immediate supervisor who feels that an irreconcilable conflict exists or there is a need for performance renewal may request the involuntary transfer of that unit member to another site.
- a. The principal/immediate supervisor will submit the request to the superintendent in writing and provide the unit member with a copy no later than April 1.
 - b. The request will state the reasons for the possible irreconcilable difference or the need for performance renewal.
 - c. The request will state that the unit member has the right to submit a written response within five (5) workdays after receiving a copy of the request. Failure to submit a response in five (5) workdays waives the unit member's right to submit a response.
 - d. The Superintendent's designee shall investigate the situation and make a written recommendation to the Superintendent with copies to the principal/immediate supervisor and the unit member.
- 12.6 If the Superintendent decides an involuntary transfer is deemed necessary, the unit member shall be notified in writing by the Superintendent. This notice shall also state that the unit member has five (5) workdays to request a meeting with the Superintendent/designee. Failure to request a meeting in five (5) workdays waives the unit member's right to a meeting.

- 12.6.1 If requested, the Superintendent's designee will meet within ten (10) workdays with the unit member and the principal/immediate supervisor to discuss and consider alternatives to the proposed transfer.
- 12.6.2 If the involuntary transfer is still deemed necessary then the unit member will be notified in writing and the notification shall also state that the unit member has five (5) workdays to request written reasons for the transfer. Failure to request written reasons within five (5) workdays waives the unit member's right to written reasons. If so requested, the Superintendent/designee shall provide the unit member with the written rationale for the transfer within five (5) workdays of the request.
- 12.7 Unit members being involuntarily transferred shall normally be placed in teaching or other appropriate bargaining unit positions.
- 12.8 Unit members shall be notified in writing by June 1 of their tentative assignment and work location for the coming school year (subject to 12.8).
- 12.9 If the tentative assignments or work locations are changed during the summer, the unit member shall be notified by mail addressed to the unit member's current mailing address on file with the District.
- 12.10 If a unit member is transferred after the school year begins to a different site, then the unit member shall be allowed three (3) days of moving time. If a unit member is reassigned within the same school site, then the unit member shall be allowed one (1) day of moving time.
- 12.11 The District shall provide a unit member being transferred with reasonable assistance for moving of materials to the new assignment.

ARTICLE XIII
UNIT MEMBER EVALUATION

- 13.1 The purpose of the evaluation program is to first improve the quality of instruction, promote professional growth, and improve services to students so that student performance may be improved.
- 13.2 All unit members shall be evaluated under the provisions of the Stull Act. The District shall provide the necessary training for those administrators engaged in the process of evaluation to assure a level of competence by the evaluators. Administrators who have completed the necessary training shall participate in the evaluation process.
- 13.3 Evaluation Procedure
- 13.3.1 a. Probationary and temporary unit members shall be evaluated each school year. Permanent (tenured) unit members shall be evaluated every other school year.
- b. By mutual agreement between the evaluator and the unit member being evaluated, a permanent (tenured) unit member with at least ten (10) years with the District may be evaluated every five (5) school years provided he/she is highly qualified (as defined in 20 U.S.C. Sec 7801) and his/her previous evaluation met or exceeded standards. The evaluator or evaluatee may withdraw consent at any time.
- c. If a unit member is not evaluated during the scheduled year, such evaluation shall take place in the following school year.
- 13.3.2 Unit members to be evaluated during a particular school year shall be informed of the identity of the evaluator and furnished a copy of the evaluation procedures, relevant forms, and advised of the criteria upon which the evaluation is based no later than thirty (30) work days following the beginning of the unit member's school year in which the evaluation is to take place. Evaluation criteria shall be relevant to the work performed. The LUSD Evaluation Form, LUSD Evaluation Criteria, and LUSD Evaluation Rubric are included in Appendix J-1, J-2, and J-3 of this Agreement.
- 13.3.3 The evaluator shall meet with the unit member to be evaluated on or before forty-five (45) working days following the beginning of the unit member's school year in which the evaluation is to take place to review the evaluation procedures pursuant to statutory requirements and this Agreement. In this meeting, the evaluator shall inform the evaluatee of the final evaluation conference date.
- 13.3.4 Unit member evaluation shall include at least one (1) and no more than two (2) formal observation in accordance with the Evaluation Form (Appendix J-1, J-2, and J-3). Prior to visitation for the formal observation, the evaluator and evaluatee shall meet and establish the date and time for the formal observation. If the evaluator and evaluatee are unable to agree on a formal observation date, the evaluator shall establish the date and notify the evaluatee. Where a formal observation(s) must be rescheduled, the evaluatee shall be notified at least two

working days prior to the rescheduled observation(s). Within ten work days of completion of the formal observation(s), the evaluator and evaluatee shall meet to discuss the formal observation(s). This procedure shall not limit management rights to informal observations of a unit employee.

13.3.5 The evaluation process will take into consideration the following:

- a. Classroom observations and visitations shall be in accordance with the District's evaluation form used.

13.3.6 In the case of unsatisfactory evaluation(s), the evaluatee shall be informed in writing as to the reasons for the unsatisfactory evaluation, the specific recommendations for improvement, the standards expected of him/her, corrective action which must be taken, and the assistance and resources available to implement such recommendations for improvement.

13.3.7 A final evaluation conference between the unit member and the evaluator shall be held no later than thirty (30) days before the unit member's last scheduled workday on the school calendar for the school year in which the unit member's evaluation takes place. (Ed. Code 44663). During this conference, the unit member shall be provided a written copy of his/her final evaluation. In the event the unit member disputes the content of the final evaluation, the unit member may prepare a written response to the evaluation which shall be attached and incorporated into the final evaluation.

13.3.8 Unit members shall not participate in the evaluation(s) and/or observations of other unit members.

PEER ASSISTANCE AND REVIEW PROGRAM

Mentor Program – Volunteer program

13.4 Peer Assistance and Review Program

- a. The Peer Assistance and Review Program for Teachers (PAR) shall be conducted in accordance with the Education Code and Sections 13.4 through 13.11, herein.
- b. Permanent teachers who have received unsatisfactory ratings in an evaluation conducted under this Article and Education Code §44644 are required to participate in the PAR Program.
- c. Temporary and probationary teachers not covered under the Beginning Teacher Support and Assessment Program, and experienced teachers in need of individualized assistance may volunteer to participate in the PAR Program.

13.5 The Peer Assistance and Review Panel (PAR Panel)

13.5.1 The PAR Panel shall be a five (5) member panel, the majority of which shall be teachers. Two (2) members shall be administrators selected by the District. Three (3) members shall be teachers selected by a process determined by the Association Executive Board.

13.5.2 Teacher members shall currently be in the classroom and have five (5) years classroom experience in the District within the past five (5) years.

- a. In the first year of the program one teacher shall be selected for a one-year term, one teacher shall be selected for a two-year term, and the third teacher shall be selected for a three-year term.
- b. Future teacher members shall be selected for three-year terms.
- c. Upon expiration, teacher members selected for a one-year or two-year term may be selected for an additional three-year term.
- d. Teacher members completing a three-year term shall not be re-selected until after a minimum of three years.
- e. If no qualified teacher volunteers for appointment to the PAR Panel, a teacher volunteer currently in the classroom with at least three years of recent classroom experience in the District shall be selected in accordance with section 13.5.1 above.

13.5.3 The PAR Panel shall establish its own meeting schedule at mutually agreeable times and places. A quorum requires three members: two must be teachers and one must be an administrator.

- a. Teachers who are members of the PAR Panel shall be released from their regular duties to attend meetings scheduled during the regular work day.
- b. Teacher members of the PAR Panel shall receive additional hourly pay not to exceed \$1,000 per school year for work required in administering the PAR Program beyond their regular work day. The PAR Panel chairperson shall request approval of the Board of Education for the extra hours. The PAR Panel chair person shall verify hours served to the District Payroll Department.

13.5.4 The PAR Panel shall be responsible for the following:

- a. Establishing its own rules of procedure and selecting a chairperson under these rules.
- b. Adopting rules and regulations to accomplish the provisions of this article, which must be approved by the Association Executive Board and the Board of Education or designee. These rules and regulations shall be consistent with the provisions of this Agreement, District board policies and administrative regulations, and in the event of inconsistency, this Agreement shall prevail.
- c. Providing annual training for PAR Panel members, which must be approved by the Association Executive Board and the Board of Education designee.
- d. Establishing an application procedure for Consulting Teachers.
- e. Organizing and participating in interviewing applicants for Consulting Teacher positions.
- f. Nominating Consulting Teachers to the Board of Education for approval.
- g. Forming a list of approved Consulting Teachers and notifying each approved Consulting Teacher.
- h. Providing training for the Consulting Teachers, which must be approved by the Association Executive Board and the Board of Education or designee.

- i. Establishing a process for accepting permanent teachers as voluntary participants in the PAR Program.
- j. Receiving and approving requests from the District for assistance in supporting beginning teachers not covered under the Beginning Teacher Support and Assessment Program.
- k. Providing final approval of assignments of Consulting Teacher to Participating Teachers.
- l. Reviewing each final status report prepared by each Consultant Teacher and reporting to the Board of Education as required by law.
- m. Placing a copy of the final status report for each Referred Participating Teacher in that Teacher's personnel file.
- n. Conducting an annual review of each Consulting Teachers performance and recommending to the Board of Education that Consulting Teachers not performing effectively be terminated.
- o. Conducting an annual evaluation of the impact of the PAR Program in order to improve the Program. Copies shall be sent to the Board of Education and the Association.
- p. Scheduling PAR Panel member to randomly check Consulting Teacher activities and reporting to the panel.

13.6 Consulting Teachers

13.6.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR program.

13.6.2 Qualifications shall be set forth in the PAR Panel rules and regulations, provided the following shall constitute minimum qualifications.

- a. Credentialed elementary and secondary teacher with permanent status.
- b. Five (5) or more years classroom experience in the District in the past five (5) years.
- c. Currently a classroom teacher.

13.6.3 If no qualified teacher volunteers for appointment as a Consulting Teacher, then the PAR Panel may appoint a teacher volunteer currently in the classroom with at least three (3) years classroom experience in the District during the past three (3) years in the District.

13.6.4 Applicants must submit the PAR Panel form to the PAR Panel. The following references must be included:

- a. Reference from the site Administrator.
- b. Reference from another classroom teacher with a minimum of five (5) years classroom experience in the District.

13.6.5 All applications and references shall be treated with confidentiality.

13.6.6 Consulting Teachers shall be selected by a majority vote of at least three members of the PAR Panel: two must be teachers and one must be an administrator.

- a. The Panel shall conduct a classroom observation of each applicant. This may be accomplished by individual members, small groups, or the whole Panel. Each PAR Panel member must observe the applicant in the classroom.

13.6.7 The term of a Consulting Teacher shall be two years. At the conclusion of two years, the Consulting Teacher, may apply for an additional term of two years using a simplified application developed by the PAR Panel. Consulting Teachers shall be approved for an additional term by a majority vote of at least three members of the PAR Panel: two must be teachers and one must be an administrator. Four years is the maximum permitted to serve as a Consulting Teacher. Consulting Teachers completing a four-year term shall not be re-elected until after a minimum of three years.

13.6.8 The Consulting Teacher shall receive hourly pay for all work beyond the regular workday and per diem pay for full days worked beyond the regular year not to exceed a combined total of \$3,000 annually for each assigned Referred Participating Teacher and \$1,500 annually for each assigned Volunteer Participating Teacher.

13.6.9 The Consulting Teacher's assistance may include, but shall not be limited to, the following activities:

- a. Consulting with the Participating Teacher.
- b. Observing the Participating Teacher during classroom instruction.
- c. Demonstrating good practices to the Participating Teacher.
- d. Arranging for the Participating Teacher to observe the Consulting Teacher or other selected teachers.
- e. Arranging for the Participating Teacher to receive training in teaching techniques or in designated subject matter areas. The PAR Panel shall provide training for the Consulting Teacher in accordance with Section 13.5.4 above.
- f. Maintaining appropriate records of the Participating Teacher's activities and progress.
- g. Discussing activities and progress with the Participating Teacher.

13.7 The Consulting Teacher shall submit status reports to the PAR Panel, with copies to the Participating Teacher and the Stull evaluator. This shall be primarily a journal describing the assistance provided and the progress of the Participating Teacher.

13.7.1 The Consulting Teacher shall submit a final status report to the PAR Panel, with copies to the Participating Teacher and the Stull evaluator.

- a. This report shall be a review of the monthly reports with emphasis upon describing the progress of the Participating Teacher. The report shall include a statement whether the Referred Participating Teacher has satisfactorily achieved the objectives of the improvement plan.

- b. This report must be submitted by March 5 so the evaluator may examine it prior to making the final evaluation of the Participating Teacher.

13.8 Referred Participating Teacher.

13.8.1 Referred Participating Teacher is a permanent certificated teacher who has received an unsatisfactory rating in the final evaluation under Article XIII of this Agreement and must participate in the PAR Program.

- a. The Stull evaluator's recommendation for the improvement of the Referred Participating Teacher's performance in the unsatisfactory evaluation shall be the performance goals for the Referred Participating Teacher. These goals shall be in writing, clearly stated, aligned with pupil learning, and consistent with Ed. Code §44662 and this Article.
- b. The Stull evaluator shall develop an improvement plan for assistance to meet those performance goals. This plan shall be in writing, clearly stated, aligned with pupil learning, and consistent with Ed. Code §44662 and this Article. The Consulting Teacher shall discuss parallel strategies and methodologies with the Stull evaluator and the Participating Teacher that can be used to implement the Stull evaluator's improvement plan and assist the Referred Participating Teacher in meeting the Stull evaluator's performance goals.

13.8.2 The Stull evaluator must notify the PAR Panel in writing five (5) work days after issuing the final unsatisfactory evaluation of the Referred Participating Teacher. The PAR Panel shall immediately assign a Consulting Teacher.

13.8.3 Paragraphs a and b, above, shall be implemented within ten (10) work days after the final evaluation is provided to the Referred Participating Teacher and no later than twenty (20) work days before the end of the school year.

13.9 Volunteer Participating Teacher

13.9.1 A Volunteer Participating Teacher is a permanent certificated teacher, who last received a satisfactory rating in an evaluation under Article XIII of this agreement or is a temporary/probationary teacher not covered under the Beginning Teacher Support and Assessment Program, and volunteers to participate in the PAR Program.

- a. Volunteer Participating Teacher shall receive peer assistance only, and the Consulting Teacher shall not evaluate or document performance of the Volunteer Participating Teacher.
- b. A Volunteer Participating Teacher may select his/her Consulting Teacher from a list of available Consulting Teachers provided by the PAR Panel. Any changes in the Consulting Teacher's initial assignment shall be approved by the PAR Panel. Volunteer Participating Teachers shall be given assistance only after the needs of the Referred Participating Teachers have been met.

- c. The Volunteer Participating Teacher may terminate participation at any time by written notice to the PAR Panel with a copy to the site administrator.
 1. The teacher's name shall not be given to the Board of Education.
 2. No status report shall be forwarded to the Board of Education.
 3. No status report shall be placed in the teacher's personnel file.

13.9.2 Participation in the PAR Program by a probationary or temporary teacher shall not limit the District's rights under the law.

13.10 Consulting Teacher Workload

13.10.1 A Consulting Teacher may be assigned no more than two Referred Participating Teachers per school year or no more than four Volunteer Participating Teachers per school year or a combination of no more than one Referred Participating Teacher and two Volunteer Participating Teachers per school year.

13.10.2 The minimum assistance required by the Consulting Teacher under section 13.6.9 above shall be established by the PAR Panel.

13.11 General Provisions

13.11.1 The PAR program shall expect and strongly encourage a cooperative relationship between the Consulting Teacher and the Principal/Evaluator.

13.11.2 Certificated employees who perform functions as Consulting Teachers, Support Providers, or are member of the PAR Panel shall have the same protection from liability and access to appropriate defenses, afforded to other public school employees under the provisions of the California Government Code. Association members may also seek assistance and legal advice from resources made available to them by the California Teachers Association relating to any claim, action or law suit brought against them as teachers in the District.

13.7.1 All PAR proceedings shall be confidential to the extent permitted by law. Materials and assistance plans shall be treated as personnel records and shall be subject to the personnel record exemption under the California Public Records Act to the extent permitted by law. Therefore, PAR Panel members and Consulting Teachers may disclose such information only as necessary to administer this article.

13.7.2 Any unresolved issues or complaints by unit members arising under this article shall be referred to the PAR Panel for final resolution in lieu of the grievance procedure contained in this Agreement.

- 13.7.3 Consulting Teachers, Support Providers and teacher members of the PAR Panel shall not be considered management or supervisory employees as defined in the Educational Employment Relations Act, and shall not engage in formal Stull Act evaluations of Participating Teachers, and shall continue to maintain rights held by bargaining unit members under this agreement.

ARTICLE XIV
CLASS SIZE

- 14.1 Because the pupil/teacher ratio is an important part of an effective educational program, the parties agree that class size should be lowered whenever possible under the constraints of financial resources and facilities. The schools should be staffed upon optimum standards, except in traditionally large group instruction, team teaching or experimental classes. Both parties recognize that optimum standards are 25 students per teacher.
- 14.2 For the term of this contract the District agrees to staff the schools with instructional classroom teachers upon the following standards:
- | | |
|---|---------------|
| a. Grades K-6 | 30 |
| b. Grades 7-8 | 33 |
| c. Grades 9-12 | 35 (see 14.5) |
| d. Early Childhood Education (Full-Day Program) | 26 |
| e. Early Childhood Education (Half-Day Program) | 24 |
| f. Special Education: Class sizes will remain as at present or as defined by code or consortium guidelines. Any variance in class size ration due to the impact of county consortium or legislation after the ratification of this Agreement will be subject to negotiations. | |
- 14.3 It is understood these are average class sizes and individual classes may out of necessity occasionally exceed the average. Whenever individual classes exceed these averages at a school site, the principal shall discuss the problem with the teachers of the affected classes and explore alternative approaches to resolve the problem.
- 14.4 Efforts shall be made to balance reasonably within each individual school class sizes for various grade levels, departments and subject area.
- 14.5 Teachers at the secondary level shall not have more than one-hundred seventy-five (175) students caseload divided among his/her five (5) assigned classes. No class shall exceed thirty-seven (37) students with the exception of Physical Education (P.E.) which have no more than fifty-five (55) students per assigned class.
- 14.6 Excluded from the above staffing formula are the following: Management, counselors, librarians, nurses and other categorically funded resource teachers. Special Education teachers and students shall be counted separate in computing staffing formulas.

ARTICLE XV
LEAVE PROVISIONS

15.1 Industrial Accident Leave

15.1.1 Definitions: An industrial accident or illness must have arisen out of and in the course of the employment of the unit members and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Fund. An industrial injury is defined as an injury or disease which is the result of or arises out of the work or working conditions of the member of the unit.

15.1.2 Eligibility Requirements: Unit members shall be eligible to qualify for placement benefits prescribed in Section 44984 of the Education Code upon the first day of work in the District.

15.1.3 Length of Leave: Industrial accident or illness leave shall be for a period of not to exceed sixty (60) days. Allowable leave shall not be accumulative from year to year.

Upon termination of industrial accident or illness leave the unit member shall be entitled to utilize sick leave benefits as provided for under Education Code Sections 44977, 44978 and 44983. Charges against sick leave and/or vacation benefits shall not begin until termination of the 60 days' leave provided for above. If the unit member is receiving temporary disability indemnity benefits (as provided for under Division 4.0 or 4.5 of the Labor Code), he/she may elect to use that proportion of his/her accumulated sick leave which, when added to the temporary disability payment, will result in not more than payment of his/her full salary.

15.1.4 Start of Leave: Industrial accident or illness leave will commence on the first day of absence.

15.1.5 Extension of Leave From Fiscal Year to Fiscal Year: When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

15.1.6 Reduction of Leave Time: Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

15.1.7 Compensation: During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity check received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of unit member's salary and shall conduct normal retirement and other authorized contributions.

- 15.1.8 Fringe Benefits: District premiums on health and welfare plans shall continue.
- 15.1.9 Residence: Any unit member receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- 15.1.10 Request Procedure: A request for an industrial accident leave shall be made in writing to the Human Resources.
- 15.1.11 Filing: Unit members must file accident reports no later than one (1) day after the date of the accident, if reasonably possible, unless good and sufficient reason exists for not so filing.

15.2 Personal Illness and Injury Leave

- 15.2.1 Definition: A personal illness and injury leave is granted to a unit member who is unable to work due to personal illness, injury or quarantine.
- 15.2.2 Unit members are entitled to yearly personal illness and injury leave at the rate of ten (10) days per full year of employment. Unit members who work less than full-time shall be entitled to personal illness and injury leave in the same ratio that their employment bears to full-time employment. Personal illness and injury leave which has not been earned and has been advanced to the unit member who does not complete the school year will be deducted from the unit member's final pay warrant.
- 15.2.3 Accumulated Leave: There shall be no limit to the number of days of unused leave that may accumulate. Any unit member who has unused leave of absence for illness in another California school district at the time of employment in the District shall be credited in the District with the number of unused days of leave for illness or accident purposes in the previous district in accordance with Education Code Section 44979.
- 15.2.4 The Board shall notify each unit member in the unit by October 15 of each school year of the number of accumulated unused personal illness and injury leave days credited to the unit member.
- 15.2.5 Compensation: Unit members on illness leave shall receive their regular salary. After all earned leave in Section 15.2.2 above is exhausted, additional non-accumulated leave shall be available for a period not to exceed 100 days for each school year as provided by law. The amount deducted for this non-accumulated leave purpose from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave or, if no substitute is employed, the amount which would have been paid to a substitute. The 100-day period shall begin after all accumulated personal illness and injury leave has been exhausted.
- 15.2.6 Request Procedure: Request for personal illness and injury leave shall be made to Human Resources. The Assistant Superintendent, Human Resources shall be notified at least one (1) hour before the unit member is unable to be present.

- 15.2.7 The unit member shall notify his/her principal, the immediate supervisor, or designated person of his/her impending return to duty by not later than 2:00 p.m. on the day preceding his/her return. Failure to do so shall result in the unit member's being placed on personal illness and injury leave for one (1) additional day.
- 15.2.8 A unit member whose absence exceeds five (5) work days shall provide, upon request, a statement from a licensed physician or practitioner stating the reason for the absence. Additionally, it shall be the prerogative of the District to require verification of an absence of five (5) work days or less, if the District has reason to believe that the absence may not have been used for proper personal illness and injury leave purposes. The District may require an examination by its own physician, at its own expense, if it considers it necessary.
- 15.2.9 Unit members teaching summer school/intersession on days that they are not required to work to fulfill their contractual obligation shall earn one (1) day of personal illness and injury leave for each twenty (20) work days (ten (10) days earns ½ day of leave). If unused, this day(s) is to be added to the unit member's total accrued personal illness and injury leave. Personal illness or injury leave accrued during the regular school year by the unit member may be utilized for absences during summer school at the rate of one (1) day of leave for each summer school day of absence.
- 15.3 Rights of Unit Members on Leave: Unit members on a paid leave of absence shall receive salary, health and welfare coverage, and retirement credit in the same amounts as if they were not on leave. Unit members who go on an authorized unpaid leave of absence during any pay period shall receive their health and welfare benefits for two months. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan selected at their own expense, provided they make advance payments of the premiums in a manner reasonably required by the District.
- 15.4 Bereavement Leave
- 15.4.1 Definition: Bereavement is a leave granted because of acute bereavement. Acute bereavement is the loss by death of a member of the immediate family of the unit member or his spouse, the immediate family to include mother, father, grandmother, grandfather of the unit member or spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, grandchild, brother, or sister of the unit member or the unit member's spouse or a relative living in the immediate household or anyone who has acted in loco parent is to the unit member.
- 15.4.2 Length of Leave: Unit members shall be entitled to three (3) paid days in case of bereavement, or five (5) paid days of if travel of 350 miles or more is required. If the unit member requests, he/she shall be granted up to an additional six (6) days of leave in any one year for bereavement purposes which shall be charged to his/her accumulated personal illness and injury leave.

15.4.3 Compensation: The unit member will receive full pay and benefits while on leave.

14.4.4 Request Procedure: Request for bereavement leave shall be made to Human Resources by the unit member through his/her principal or immediate supervisor.

15.5 Unpaid Leave

15.5.1 Definition: An unpaid leave may be granted a unit member for personal reasons such as, but not limited to, matrimony, non-school connected conventions, personal business, child rearing, etc. Leave will not be granted to accept employment elsewhere, except in those cases where such employment might be considered to be beneficial to the unit member and the District.

15.5.2 Length of Leave: The Superintendent or his/her designee may grant a personal leave for three (3) days or less. The length of a personal leave of more than three (3) days shall be approved by the Board. However, a personal leave shall not be for more than a one-year period, with renewal for one additional year on a case-by case review by the Board of Education.

15.5.3 Compensation: No salary will be paid by the District for a unit member on personal leave.

15.5.4 Health and Welfare Benefits: When the unit member ceases work and is placed on personal leave, all personal illness and injury leave and other financial benefits shall continue for two months. The unit member may elect to contribute premiums beyond the period of contribution by the District.

15.5.5 Request Procedure: Request for a personal leave should be made in writing to Human Resources and approved by the Superintendent.

15.6 Judicial Leave

15.6.1 Unit members will be provided leave for regularly called jury duty and to appear as an official in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. The unit member shall submit a written request for an approved absence no less than five (5) days prior to the beginning date of the leave or as a witness. Judicial leaves insofar as possible shall be arranged so as to not interfere with the instructional program.

15.6.2 The unit member, while serving as a witness or on jury duty, will receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service, excluding travel expense.

15.7 Sabbatical Leave

15.7.1 Definition: A sabbatical leave is a leave granted to further the education of the unit member.

- 15.7.2 Eligibility: Any permanent, certificated unit member of the District who has rendered at least seven (7) consecutive years of service to the District, shall be eligible to apply for sabbatical leave for a period of one (1) year. A full year of service shall consist of seventy-five (75) percent of the school year, without absence for illness or other causes.
- 15.7.3 Purposes: Leave of absence may be granted for the following purposes:
- a. Professional study. Applicants who apply for professional leave under this section shall agree to undertake a full load of at least sixteen (16) hours of undergraduate work, or, ten (10) hours of graduate work, or the equivalent thereof, per semester.
 - b. Approved travel. Applicants for sabbatical leave under this provision shall submit a brief statement of the proposed itinerary. Said itinerary must be so planned as to evidence specific ways in which the trip will contribute to the improvement of the applicant's services with respect to the particular educational field in which he/she is engaged.
 - c. A combination of travel and study will be allowed.
- 15.7.4 Length of Leave: Sabbatical leave of absence shall not be granted for less than one (1) full semester nor for more than two (2) full consecutive semesters.
- 15.7.5 Compensation: While on sabbatical leave of absence, properly authorized by the Board of Education, unit members shall receive 50 percent of the teaching salary they would have received during the period of leave if they had continued in regular service during such period.
- a. Additional Compensation: Additional compensation is compensation for services of unit members during period of sabbatical leave other than compensation granted by the District. Additional compensation received by the unit member in excess of the difference between unit member's regular salary and salary while on leave may be deductible from the leave salary paid by the District. Additional assistance from such recognized sources of aid to study, research and travel as scholarship shall not constitute additional compensation.
 - b. Term of Payment: The salary of the unit member during sabbatical leave may be paid in the same manner and at the same time that said unit member would normally be paid were he/she teaching in the District.
 - c. Health and Welfare Benefits: District premiums on insurance policies shall continue.
- 15.7.6 Indemnity Bond: The unit member must file with the Board of Education a suitable bond indemnifying the school district for any salary paid the unit member during the period of sabbatical leave in the event said unit member fails to return and to render two (2) full years of service in the District following the termination of the sabbatical leave, or in the event said unit member fails to carry out the program of study or the itinerary of the trip approved by Human Resources, the Superintendent of Schools and the Board of Education.

Failure of a unit member to return and render service or to complete the scheduled program of study or travel shall result in forfeiture of the bond and require payment of the amount received in one lump payment.

Failure of a unit member to return and render service or to complete the scheduled program of study or travel shall not result in forfeiture of the bond when such failure is due to death, or certification by a physician that failure was due to physical or mental disability.

- 15.7.7 Reinstatement: At the expiration of leave of absence of employees, they shall, unless otherwise agreed, be reinstated in a position of similar rank held at the time of the granting of the leave of absence but not necessarily the same school. Under normal circumstances, efforts shall be made to reinstate the returnee to his/her prior assignment.
- 15.7.8 Salary Status on Return: Unit members returning from sabbatical leave will progress on the salary schedule the same as if they had remained in active service.
- 15.7.9 Retirement: Sabbatical leave does not affect retirement status; therefore, the District will make the proper retirement deductions during this leave period.
- 15.7.10 Accident and Illness on Leave: In case of injury or illness of the unit member during leave which prevents completing the purpose of the leave, the sabbatical leave will be terminated and all provisions for sick leave will apply. If injury, illness, or death prevents the unit member from fulfilling the agreement to return to service in the District for at least two (2) years, no repayment of leave salary will be required.
- 15.7.11 Request Procedure: Applicants for sabbatical leave shall file a request with Human Resources not later than January 15 for the fall semester and not later than June 15 for the spring semester, on the form provided.

In case of members participating in the year-round school program, the request shall be filed at least six (6) months prior to the date leave would begin.

- a. The application must be accompanied by a certificate of health signed by a physician, indicating that the applicant is in satisfactory physical condition to undertake the study of travel proposed.
 - b. The application must be approved by the Human Resources and favorably recommended by the Superintendent of Schools to the Board of Education and approved by them.
- 15.7.12 The number of unit members on sabbatical leave during any one semester shall not exceed two percent of the unit members. In case more than two percent of the eligible unit members apply for sabbatical leave during any one semester, the granting of such leave shall be governed by the following criteria which are not necessarily listed in order of importance:
- (a) Relative merits of reason for desiring leave
 - (b) Reasonable distribution of applicants' teaching levels
 - (c) Priority of application

- (d) Whether leave has been taken previously
- (e) Seniority

15.8 Pregnancy Disability Leave

15.8.1 A member of the unit (male or female) who wishes to take a personal leave to raise a child immediately following childbirth or upon adoption of a child of preschool age may be granted such a leave without pay, for up to one year. The District and the unit member may agree to extend the period of the leave beyond in order that the return day shall coincide with the school calendar, i.e., the beginning of a semester. Male members of the unit may use personal necessity leave if required by a spouse's pregnancy and/or delivery.

15.8.2 Length of Leave: Pregnancy disability leave will be granted for that period of time in which the unit member is granted leave under Section 15.8.1 above and normally lasting until thirty (30) calendar days after the birth of the child, or cessation of the pregnancy, unless recommendations by a licensed physician indicate a longer period of leave is needed for the health of the mother. Also, the unit member may return sooner than the thirty (30) days if approved by the physician.

15.8.3 Compensation: Pregnancy disability is considered as temporary disability. Therefore, benefits available under illness and injury leave may be applied to pregnancy disability.

15.8.4 Health and Welfare Benefits: When the unit member ceases work and is placed on pregnancy disability leave, the district premium on insurance policies shall continue until the end of the pregnancy disability leave.

15.8.5 Rights to Continue: A unit member granted pregnancy disability leave shall continue her seniority rights as of the time leave was granted and shall be permitted to return to the position she held at the time the leave was granted if she returns at the end of the pregnancy disability leave.

15.8.6 Request Procedure: A written request shall be submitted to Human Resources by the unit member.

15.9 Personal Necessity Leave

Seven (7) days of unit member's accumulated leave of absence for illness or injury (sick leave) allowed pursuant to Education Code Section 44981 may be used by the unit member at his/her election for personal necessity in each school year.

15.10 Military Leave shall be granted in compliance with Education Code Section 44800.

15.10.1 Definition: Any unit member who enters the active military service as defined in Education Code Section 44800 during any period of national emergency declared by the President of the United States shall be entitled to a leave of absence. Unit members on reserve duty who are called for short periods of training duty will be granted leave under provisions of the Government Code and the Military and Veterans Code.

- 15.10.2 Length of Leave: The leave shall continue until six (6) months after the unit member is released from active duty with the armed forces or until the President declares the emergency no longer exists.
- 15.10.3 Compensation: Any unit member who enlists in, or who is called into the armed services and serves at least thirty (30) days, shall receive his/her salary from the District for thirty (30) days after the leave commences.
- 15.10.4 Health and Welfare Benefits: District insurance premiums will not continue beyond the 30-day period.
- 15.10.5 Return to Work: Unit members returning to work after military leave must give the District notice three (3) months before the start of a new semester. They must return at the beginning of a semester.
- 15.10.6 Request Procedure: A written request for military leave shall be submitted to Human Resources and approved by the Superintendent.

ARTICLE XVI
SAFETY & HEALTH

- 16.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- 16.2 If a unit member has a concern regarding a maintenance issue or the cleanliness of the working space, the classroom or the restroom provided, the teacher shall communicate in writing those concerns to the principal, assistant principal, or immediate supervisor.
- 16.3 The District shall comply with the provisions of the California Occupational Safety and Health Act (CAL-OSHA) as amended (California Labor Code Section 6300, et seq.) and regulations relating thereto (Title 8, California Administrative Code, Section 330, et seq.). In the event that a CAL-OSHA Compliance Inspection Engineer comes to the district as a result of the implementation of California Occupational Safety and Health Act, as amended, and/or regulations hereto, the Association shall receive written notification of the reason(s) for said inspection.
- 16.4 The District shall, within five (5) days, provide to the Association, a copy of any correspondence relating to 16.1 and 16.2 above.
- 16.5 It is the responsibility of unit members to be alert in observing unsafe conditions, to make corrections within the scope of his/her authority, and to report in writing these conditions to his/her immediate supervisor. The supervisor receiving the written report shall make a request of the appropriate personnel to investigate. A written response or a copy of the work order request shall be provided to the unit members originating the report, the School Safety Committee and the District Safety Officer for investigation and response.
- 16.6 The Association shall be entitled to equal representation with other employee organizations on the District Safety and Health Committee.

ARTICLE XVII
NON-DISCRIMINATION

- 17.1. The District and the Association agree that they shall not unlawfully discriminate against unit members in the administration of this Agreement because of race, age, sex, religion, national origin, health or sexual orientation, physical handicap, or participation or lack of participation in union activities.

ARTICLE XVIII
EFFECT OF AGREEMENT

- 18.1 This Agreement constitutes the entire Agreement between the parties hereto for the duration thereof as specified in Article XXII, Duration and Re-openers, and in respect to all issues which were or could have been subject to negotiation. This Agreement terminates and supersedes those past practices, Agreements, procedures, traditions and rules or regulations inconsistent with any matters covered herein. Except for new contract negotiations, during the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 18.2 If any provision of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 18.3 Any individual contract between the Board and an individual unit member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, during its duration, shall be controlling.
- 18.4 There shall be two signed copies of the final Agreement for record-keeping purposes. One shall be retained by the District and one by the Association.
- 18.5 The Board agrees to electronically mail and distribute copies of the collective bargaining agreement to all bargaining unit members at district expense. Upon request members of the bargaining unit may receive a paper copy of the agreement from the Human Resources office and it will be electronically available on the District's website.
- 18.6 Support of Agreement

The Board and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the Board and the Association. Notwithstanding the above, the Association may seek improvements in this Agreement via the process of seeking a successor Agreement.

ARTICLE XIX
SUCCESSOR AGREEMENT

- 19.1 The Association shall submit any initial proposal for a successor agreement to the district not later than forty-five (45) days after the Association and the District ratify this Agreement. The District shall submit its initial proposal to the Association not later than forty-five (45) days after the Association submits its proposal to the District. Negotiations may begin upon the request of either party but not earlier than fifteen (15) days after the District has submitted its proposals to the Association.
- 19.2 Any agreement so negotiated shall be reduced to writing after agreement by the parties.

ARTICLE XX
DEFINITIONS

- 20.1 "Board" means the Board of Education of the Lynwood Unified School District, sometimes referred to as the District.
- 20.2 "Superintendent" as used in the Agreement is defined to mean the Superintendent of the Lynwood Unified School District or the Superintendent's designee.
- 20.3 "Principal/Immediate Supervisor" as used in this Agreement means the administrator of one or more schools or offices with responsibility to manage the school or office including the general control and supervision of employees assigned to the school or office.
- 20.4 "Exclusive Representation/Association" means the Lynwood Teachers Association, an affiliate of the California Teachers Association and the National Education Association.
- 20.5 Unit member shall be those employees represented by LTA/CTA/NEA as defined in Article I, Recognition.
- 20.6 Workday shall mean any day during which unit members are required to be in attendance according to the calendar adopted by the Board of Education.
- 20.7 A full-time teacher of adult classes is hereby defined as a person employed twenty-seven (27) hours per week in teaching adult classes and compensated on the District's adult hourly rate as contained in Article 8.2.2.

ARTICLE XXI
EARLY RETIREMENT/REDUCED SERVICES PROGRAM

21.1 Early Retirement Insurance Benefit

21.1.1 A unit member who retires after attaining age 55 shall continue to receive, at District expense, the insurance benefits provided in Article IX set at the District contribution for the single member plan for a period not to exceed five (5) years. Unit members may continue to cover dependents at the unit member's expense until age 65. If a unit member is eligible or becomes eligible during the five year period for Medicare/Medical Plans A and B, he/she shall be required to sign up for that plan.

21.1.2 To be eligible for this benefit, the retiree shall verify that he/she has applied for benefits from STRS or shall annually provide a statement that he/she will not engage in gainful employment as a regular employee under the jurisdiction of the STRS.

21.2 Reduced Services Option

21.2.1 Unit members under the conditions provided below, may reduce their workload from full time to no less than half time and have their retirement services credit and benefits for such time determined as if they were working full time.

21.2.2 To qualify for this option, the unit member shall:

- a. Have reached age 55 prior to reduction in workload;
- b. Have been employed full time in a certificated position for at least ten (10) years; and
- c. Have been employed full time in a certificated position for the preceding five (5) years without a break in service. (Approved leaves of absence shall not count toward the five (5) years).

21.2.3 The option of part-time employment shall be exercised at the request of the unit member and can be revoked only with the mutual consent of the District and the unit member.

21.2.4 The unit member shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to work part time.

21.2.5 The unit member and the District shall each make STRS contributions based on the salary he/she would have earned for full-time employment.

21.2.6 The unit member shall receive full insurance benefits provided in Article IX.

21.2.7 The period of such part-time employment shall not exceed five (5) years.

21.3 Consultancy Option

The District at its option may under applicable provisions of law enter into a consultancy contract with any employee who has retired.

ARTICLE XXII
DURATION AND REOPENERS

- 22.1 This agreement shall be effective when executed and shall continue in full force and effect until June 30, 2019.
- 22.2 This Agreement represents complete collective bargaining and full Agreement by the parties in respect to wages, hours of employment, and other terms and conditions of employment which shall prevail during the term or terms hereof.
- 22.3 This Agreement shall be in full force and effect from the date of ratification by the parties to June 30, 2019, at which time this Agreement shall expire.
- 22.4 There are reopeners in 2017/18 and 2018/19 school years for Article VIII Salary and Salary Schedule Rule and Regulations, Article IX Health and Welfare Benefits, and one (1) article each selected by the parties.
- 22.5 In Witness Whereof including, the Association has caused this Agreement to be signed by its President and officers, and the Board has caused this Agreement to be signed by its President and its members, attested by its Secretary.

Lynwood Teacher Association
LTA/CTA/NEA

Tom Pinkava , LTA Bargaining Chair

Debbie Diaz, LTA Co-Bargaining Chair

Kenneth Gentile, LTA Representative

Crystal Hinds, LTA Representative

Angela Porter, LTA Representative

Scott Wiseman, LTA Representative

Governing Board Of
Lynwood Unified School District

Ms. Alma Renteria, M.Ed., President

Ms. Briseida Gonzalez, MSW, Vice President

Ms. Maria G. Lopez, Clerk

Mr. Gary Hardie Jr., Member

Mr. Alfonso Morales, Esq., Member

Mr. Gudiel Crosthwaite., Ph.D., Superintendent
and Secretary to the Board

APPENDIX A
LYNWOOD UNIFIED SCHOOL DISTRICT
Teachers/Counselors Salary Schedule
2016-2017

2% Effective: 07/01/16

INCREMENT	GROUP 1 BA+ 15 Short Term Permits	GROUP 2 BA + 15	GROUP 3 BA + 30	GROUP 4 BA+30 w/MA	GROUP 5 BA + 45	GROUP 6 BA+ 45 w/MA	GROUP 7 BA+ 60 w/MA
1	48,555	49,702	50,654	51,514	54,398	55,272	61,092
2		49,702	52,651	53,526	56,501	57,373	63,300
3		50,705	54,677	55,535	58,630	59,490	65,537
4		52,612	56,688	57,560	60,732	61,608	67,760
5		54,517	58,709	59,570	62,865	63,726	69,980
6		56,422	60,721	61,595	64,968	65,839	72,217
7		58,327	62,733	63,590	67,083	67,956	74,439
8		60,232	64,743	65,601	69,201	70,073	76,673
9		62,151	66,755	67,625	71,317	72,177	78,898
10		64,161	68,777	69,637	73,433	74,308	81,123
11		65,961	70,815	71,662	75,549	76,410	83,341
12		65,961	72,798	73,670	77,668	78,539	85,579
13		65,961	72,798	73,670	77,668	78,539	87,799
14		65,961	72,798	73,670	77,668	78,539	87,799
15		67,865	74,822	75,682	79,783	80,643	90,024
16		67,865	74,822	75,682	79,783	80,643	90,024
17		67,865	74,822	75,682	79,783	80,643	90,024
18		67,865	74,822	75,682	79,783	80,643	90,024
19		67,865	74,822	75,682	79,783	80,643	90,024
20		71,675	78,844	79,705	84,003	84,875	94,480

Group 1 Individuals possessing a Short Term Staff Permit

Group 2 Bachelor's Degree or Bachelor's Degree plus 15 upper division units or graduate units.
 Individuals not possessing a full credential shall be limited to initial placement and continue placement on Group 2 until the regular credential is obtained.

Group 3 Bachelor's Degree plus 30 upper division or graduate units/Preliminary or Clear Credential.

Group 4 Bachelor's Degree plus 30 upper division or graduate units/Preliminary or Clear Credential, and earned Master's Degree.

Group 5 Bachelor's Degree plus 45 upper division or graduate units/or Clear Standard 8.0 or 8.1 Vocational Credential Standard Designated plus 12 graduate units.

Group 6 Bachelor's Degree plus 45 upper division or graduate units/or Clear Standard 8.0 or 8.1 Vocational Credential Standard Designated,
 plus 12 graduate units and earned Master's Degree.

Group 7 Bachelor's Degree plus 60 upper division or graduate units and earned Master's Degree, or Clear Vocational Credential Standard Designated,
 plus 12 graduate units.

APPENDIX A
LYNWOD UNIFIED SCHOOL DISTRICT
Teachers/Counselors Salary Schedule
with earned doctorate from accredited institution
2016-2017

2%

Effective: 07/01/16

INCREMENT	GROUP 1 BA+15 Short Term Permits	GROUP 2 BA+15	GROUP 3 BA+ 30	GROUP 4 BA+30w/MA	GROUP 5 BA+45	GROUP 6 BA+45w/MA	GROUP 7 BA+ 60w/MA
1	48,905	50,052	51,004	51,864	54,748	55,622	61,442
2		50,052	53,001	53,876	56,851	57,723	63,650
3		51,055	55,027	55,685	58,980	59,840	65,887
4		52,962	57,038	57,910	61,082	61,958	68,110
5		54,867	59,059	59,920	63,215	64,076	70,330
6		56,772	61,071	61,945	65,318	66,189	72,567
7		58,677	63,083	63,940	67,433	68,306	74,789
8		60,582	65,093	65,951	69,551	70,423	77,023
9		62,501	67,105	67,975	71,667	72,527	79,248
10		64,511	69,127	69,987	73,783	74,658	81,473
11		66,311	71,165	72,012	75,899	76,760	83,691
12		66,311	73,148	74,020	78,018	78,889	85,929
13		66,311	73,148	74,020	78,018	78,889	88,149
14		66,311	73,148	74,020	78,018	78,889	88,149
15		68,215	75,172	76,032	80,133	80,993	90,374
16		68,215	75,172	76,032	80,133	80,993	90,374
17		68,215	75,172	76,032	80,133	80,993	90,374
18		66,215	75,172	76,032	80,133	80,993	90,374
19		68,215	75,172	76,032	80,133	80,993	90,374
20		72,025	79,194	80,055	84,353	85,225	94,830

Group 1 Individuals possessing a Short Term Staff Permit

Group 2 Bachelor's Degree or Bachelor's Degree plus 15 upper division units or graduate units.
 Individuals not possessing a full credential shall be limited to initial placement and continue placement on Group 2 until the regular credential is obtained.

Group 3 Bachelor's Degree plus 30 upper division or graduate units/Preliminary or Clear Credential.

Group 4 Bachelor's Degree plus 30 upper division or graduate units/Preliminary or Clear Credential, and earned Master's Degree.

Group 5 Bachelor's Degree plus 45 upper division or graduate units/or Clear Standard 8.0 or 8.1 Vocational Credential Standard Designated plus 12 graduate units.

Group 6 Bachelor's Degree plus 45 upper division or graduate units/or Clear Standard 8.0 or 8.1 Vocational Credential Standard Designated,
 plus 12 graduate units and earned Master's Degree.

Group 7 Bachelor's Degree plus 60 upper division or graduate units and earned Master's Degree, or Clear Vocational Credential Standard Designated,
 plus 12 graduate units.

APPENDIX B
LYNWOOD UNIFIED SCHOOL DISTRICT
ADULT SCHOOL TEACHER SALARY SCHEDULE
2016-2017

2%

Effective 07/01/16

YEARS OF EXPERIENCE	STEP	AMOUNT
0-4	1	\$49.70
5-9	2	\$51.34
10-14	3	\$53.83
15+	4	\$57.98

APPENDIX C
LYNWOOD UNIFIED SCHOOL DISTRICT
EARLY CHILDHOOD EDUCATION TEACHERS
2016-17

Effective 7/1/16	2% Increase
Step	Bachelor's Degree
1	40,112
2	40,112
3	40,112
4	40,112
5	40,112
6	41,121
7	41,334
8	41,536
9	43,545
10	44,039
11	44,039
12	44,723
13	44,723
14	44,723
15	44,925
16	44,925
17	44,925
18	44,925
19	44,925
20	45,822
21	45,822
22	45,822
23	45,822
24	45,822
25	46,731

Substitute Pay: \$110/day

**APPENDIX D
SPEECH/LANGUAGE PATHOLOGISTS SALARY
SCHEDULE 2016-2017**

2%

Effective 07/01/16

INCREMENT	Per Diem	Intern Per Diem	205 Work Days SALARY	Intern 205 Work Days SALARY	182 Work Days SALARY	Intern 182 Work Days SALARY
	\$399.99	\$339.99	\$81,997	\$69,698	\$72,796	\$61,877
2	\$410.65	\$349.05	\$84,183	\$71,556	\$74,737	\$63,527
3	\$421.31	\$358.11	\$86,369	\$73,413	\$76,679	\$65,178
4	\$431.98	\$367.19	\$88,556	\$75,273	\$78,620	\$66,827
5	\$442.64	\$376.25	\$90,742	\$77,131	\$80,562	\$68,478
6	\$453.31		\$92,928		\$82,504	
7	\$463.98		\$95,116		\$84,444	
8	\$474.65		\$97,303		\$86,386	
9	\$485.31		\$99,489		\$88,327	
10	\$495.98		\$101,676		\$90,267	
11	\$506.64		\$103,862		\$92,209	
2	\$517.31		\$106,048		\$94,150	
13	\$527.98		\$108,235		\$96,092	
14	\$527.98		\$108,235		\$96,092	
15	\$538.64		\$110,421		\$98,033	
16	\$538.64		\$110,421		\$98,033	
17	\$538.64		\$110,421		\$98,033	
18	\$538.64		\$110,421		\$98,033	
19	\$538.64		\$110,421		\$98,033	
20	\$549.31		\$112,608		\$99,973	

Individuals possessing only an intern credential will remain on Increment 5 until a full credential is obtained.

APPENDIX E
LYNWOOD UNIFIED SCHOOL DISTRICT
PSYCHOLOGIST
2016-2017

INCREMENT	I 182 WORK DAY SALARY	II 205 WORK DAY SALARY	III 182 WORK DAY SALARY WITH DOCTORATE	IV 205 WORK DAY SALARY WITH DOCTORATE
1	\$86,627	\$97,574	\$86,977	\$97,924
2	\$88,793	\$100,014	\$89,143	\$100,364
3	\$91,012	\$102,513	\$91,362	\$102,863
4	\$93,287	\$105,076	\$93,637	\$105,426
5	\$95,619	\$107,703	\$95,969	\$108,053

APPENDIX F

HONORARIUM PAY

GROUP 3, STEP 1

\$50,654

POSITION	# OF POSITIONS	%	AMOUNT
High School Athletics			
Athletic Director - Boys	1	0.07	\$3,545.78
Athletic Director - Girls	1	0.07	\$3,545.78
Athletic Trainer	1	0.09	\$4,558.86
Baseball-Varsity Head Coach	1	0.08	\$4,052.32
Baseball-Varsity Asst. Coach	1	0.04	\$2,026.16
Baseball-J.V. Head Coach	1	0.05	\$2,532.70
Baseball-Frosh Head Coach	1	0.05	\$2,532.70
Basketball-Varsity Head Coach (Boys)	1	0.08	\$4,052.32
Basketball-Varsity Head Coach (Girls)	1	0.08	\$4,052.32
Basketball-Varsity Asst. Coach (Boys)	2	0.04	\$2,026.16
Basketball-Varsity Asst. Coach (Girls)	2	0.04	\$2,026.16
Basketball-J.V. Head Coach (Boys)	1	0.05	\$2,532.70
Basketball-J.V. Head Coach (Girls)	1	0.05	\$2,532.70
Basketball-Frosh Head Coach (Boys)	1	0.05	\$2,532.70
Basketball-Frosh Head Coach (Girls)	1	0.05	\$2,532.70
Cross Country- Head Coach (Boys)	1	0.06	\$3,039.24
Cross Country- Head Coach (Girls)	1	0.06	\$3,039.24
Football-Varsity Head Coach	1	0.09	\$4,558.86
Football-Varsity Asst. Coach	3	0.04	\$2,026.16
Football-J.V. Head Coach	1	0.07	\$3,545.78
Football-J.V. Asst. Coach	2	0.04	\$2,026.16
Football-Frosh Head Coach	1	0.06	\$3,039.24
Football-Frosh Asst. Coach	2	0.04	\$2,026.16
Golf-Varsity Head Coach (Boys)	1	0.06	\$3,039.24
Golf-Varsity Head Coach (Girls)	1	0.06	\$3,039.24
Soccer-Varsity Head Coach (Boys)	1	0.08	\$4,052.32
Soccer-Varsity Head Coach (Girls)	1	0.08	\$4,052.32
Soccer-J.V. Head Coach (Boys)	1	0.05	\$2,532.70
Soccer-J.V. Head Coach (Girls)	1	0.05	\$2,532.70
Soccer-Frosh Head Coach (Boys)	1	0.05	\$2,532.70
Soccer-Frosh Head Coach (Girls)	1	0.05	\$2,532.70
Softball-Varsity Head Coach	1	0.06	\$3,039.24
Softball-Varsity Asst. Coach	1	0.04	\$2,026.16
Softball-J.V. Head Coach	1	0.05	\$2,532.70
Softball-Frosh Head Coach	1	0.05	\$2,532.70
Swimming-Head Coach (Boys)	1	0.06	\$3,039.24
Swimming-Head Coach (Girls)	1	0.06	\$3,039.24
Tennis-Varsity Head Coach (Boys)	1	0.06	\$3,039.24
Tennis-Varsity Head Coach (Girls)	1	0.06	\$3,039.24
Tennis-J.V. Head Coach (Boys)	1	0.05	\$2,532.70
Tennis-J.V. Head Coach (Girls)	1	0.05	\$2,532.70

POSITION	# OF POSITIONS	%	AMOUNT
High School Athletics			
Track and Field-Varsity Head Coach (Boys)	1	0.06	\$3,039.24
Track and Field-Varsity Head Coach (Girls)	1	0.06	\$3,039.24
Track and Field-Varsity Asst. Coach (Boys)	2	0.04	\$2,026.16
Track and Field-Varsity Asst. Coach (Girls)	2	0.04	\$2,026.16
Volleyball-Varsity Head Coach (Boys)	1	0.06	\$3,039.24
Volleyball-Varsity Head Coach (Girls)	1	0.06	\$3,039.24
Volleyball-J.V. Head Coach (Boys)	1	0.05	\$2,532.70
Volleyball-J.V. Head Coach (Girls)	1	0.05	\$2,532.70
Volleyball-Frosh Head Coach (Boys)	1	0.05	\$2,532.70
Volleyball-Frosh Head Coach (Girls)	1	0.05	\$2,532.70
Water Polo-Varsity Head Coach (Boys)	1	0.06	\$3,039.24
Water Polo-Varsity Head Coach (Girls)	1	0.06	\$3,039.24
Water Polo-J.V. Head Coach (Boys)	1	0.05	\$2,532.70
Water Polo-J.V. Head Coach (Girls)	1	0.05	\$2,532.70
Wrestling-Varsity Head Coach	1	0.06	\$3,039.24
Wrestling-J.V. Head Coach	1	0.05	\$2,532.70
Middle School Athletics			
Baseball Coach	1	0.04	\$2,026.16
Basketball Coach	1	0.04	\$2,026.16
Football Coach	1	0.04	\$2,026.16
Soccer Coach	1	0.04	\$2,026.16
Softball Coach	1	0.04	\$2,026.16
Track Coach	1	0.04	\$2,026.16
Volleyball Coach	1	0.04	\$2,026.16
Extended Day Activities			
High School Marching Band (football, basketball games, parades)	1	0.06	\$3,039.24
Concert Band (1 major production/year)	1	0.06	\$3,039.24
High School or Middle School Choral (1 major production/year)	1	0.03	\$1,519.62
High School Newspaper	1	0.04	\$2,026.16
High School Yearbook	1	0.07	\$3,545.78
Middle School Yearbook	1	0.04	\$2,026.16
High School or Middle School Speech & Debate	1	0.03	\$1,519.62
Cheerleader Advisor	1	0.05	\$2,532.70
Drill Team Advisor	1	0.05	\$2,532.70
High School Senior Advisor	1	0.07	\$3,545.78
Activities Director	1	0.10	\$5,065.40
Drama (1 major production/year)	1	0.05	\$2,532.70
Dance (1 major production/year)	1	0.05	\$2,532.70
Stage, Sound and Production	1	0.03	\$1,519.62
High School Department Chairs	9	0.07	\$3,545.78
Middle School Department Chairs	6	0.04	\$2,026.16
Continuation High School Department Chair	1	0.04	\$2,026.16
MESA Advisor	2	0.04	\$2,026.16
Mock Trial Advisor	1	0.04	\$2,026.16
Academic Decathlon Advisor	1	0.04	\$2,026.16
Pentathlon Advisor	1	0.04	\$2,026.16

**LYNWOOD UNFIELD SCHOOL DISTRICT
HUMAN RESOURCES
CERTIFICATED PERSONNEL SERVICES**

Honorariums

School Site _____

Date _____

Unit members assigned to the following positions shall be paid the following percentages of Column III, Step 1 as a supplement to their regular salary.

DUTY	%	EMPLOYEE NAME
High School Department Chairperson	7	
High School Department Chairperson	7	
High School Department Chairperson	7	
High School Department Chairperson	7	
High School Department Chairperson	7	
High School Department Chairperson	7	
High School Department Chairperson	7	
High School Department Chairperson	7	
High School Department Chairperson	7	
Middle School Department Chairperson	4	
Middle School Department Chairperson	4	
Middle School Department Chairperson	4	
Middle School Department Chairperson	4	
Middle School Department Chairperson	4	
Middle School Department Chairperson	4	
Continuation High School Department Chairperson	4	
Cheerleader Advisor	5	
Drill Team Advisor	5	
High School Marching Band	6	
Concert Band	6	
High School or Middle School Choral	3	
High School Newspaper	4	
High School Yearbook	7	
Middle School Yearbook	4	
High School or Middle School Speech & Debate	3	
High School Senior Advisor	7	
Activities Director	10	
Athletic Trainer	9	
Drama	5	
Dance	5	
Stage, Sound and Production	3	
MESA Advisor	4	
MESA Advisor	4	
Mock Trial Advisor	4	
Academic Decathlon Advisor	4	

Principal's Signature _____

Date _____

Appendix G
Lynwood Unified School District / Lynwood Teachers Association
Grievance Form

Date _____

☐ Level 1 or ☐ Level 2

1. Date on which informal grievance was first made: _____
2. Name of party filing grievance: _____
3. Name of Administrator against whom this grievance is being filed: _____
4. Violation/Article No. of Contract: _____

5. Name of Party or Parties who will represent Grievant: _____

6. A clear, concise statement of the grievance (attach additional sheets if necessary):

7. State any specific remedy sought: _____

Administrator's Response: Must be communicated in writing to Grievant within ten (10) days after receipt of written grievance. The failure to render a written decision at this level within the ten (10) days allowed will automatically move the grievance to the next level.

Response Deadline: _____

Provide copies of all grievance filings and responses to:

1. Grievant
2. Site Administrator
3. Superintendent of Designee
4. LTA President

Signature of Grievant

Date

Please contact the LTA office or your LTA SITE REP for assistance filing a grievance.

Lynwood Teachers Association, 11501 South Atlantic Avenue, Lynwood, CA 90262

310-349-3226 • ltaoffice@lynwoodta.org

GrievanceForm_0817_LTA

LYNWOD UNIFIED SCHOOL DISTRICT SIGN-IN SHEET

For the week of:

[illegible]

APPENDIX I

EDUCATION CODE

48910 Suspension by teacher; report; conferences; referrals

- a) A teacher may suspend any pupil from class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. If that action requires the continued presence of the pupil at the school site, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.
- b) A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.
- c) A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the designee of the principal for consideration of a suspension from the school. (Added by Stats. 1983, c. 498, 91, eff. July 28, 1983. Amended by stats. 2004, c. 895 (A.B. 2855), 10.)

APPENDIX J-1

EVALUATION FORMS

LYNWOOD UNIFIED SCHOOL DISTRICT CERTIFICATED EVALUATION FORM

Name: _____

School: _____

Assignment: _____

☐ Temporary

☐ Probationary I

☐ Probationary II

☐ Permanent

Rating: N/A = Not Applicable

4 = Exceeds District Standards

3 = Meets District Standards

2 = Needs Improvement

1 = Unsatisfactory

Observation # _____

Final Evaluation _____

Pursuant to the provisions of the Education Code, certificated employees shall be evaluated based upon the following criteria:

I. Engaging and Supporting All Students	1	2	3	4	N/A
A. Connecting students, prior knowledge, life experience, and interests with life goals.	1	2	3	4	N/A
B. Using a variety of instructional strategies and resources to respond to students, diverse needs.	1	2	3	4	N/A
C. Facilitation learning experiences that promote autonomy, interaction, and choice.	1	2	3	4	N/A
D. Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.	1	2	3	4	N/A
E. Promoting self-directed, reflective learning for all students.	1	2	3	4	N/A
II. Creating and Maintaining Effective Environments for Student Learning	1	2	3	4	N/A
A. Creating a physical environment that engages all students.	1	2	3	4	N/A
B. Establishing a climate that promotes fairness and respect.	1	2	3	4	N/A
C. Promoting social development and group responsibility.	1	2	3	4	N/A
D. Establishing and maintaining standards for student behavior.	1	2	3	4	N/A
E. Planning and implementing classroom procedures and routines that support student learning.	1	2	3	4	N/A
F. Using instructional time effectively.	1	2	3	4	N/A

III. Understanding and Organizing Subject Matter for Student Learning	1	2	3	4	N/A
A. Demonstrating knowledge of subject matter and student development.	1	2	3	4	N/A
B. Organizing curriculum to support student understanding of subject matter.	1	2	3	4	N/A
C. Interrelating ideas and information within and across subject matter.	1	2	3	4	N/A
D. Developing student understanding through Instructional strategies that are appropriate to the subject matter.	1	2	3	4	N/A
E. Using materials, resources, and technology to make subject matter accessible to students.	1	2	3	4	N/A
IV. Planning instruction and Designing Learning Experiences for All Students	1	2	3	4	N/A
A. Drawing on and valuing students, background, interests, and development learning needs.	1	2	3	4	N/A
B. Establishing and articulating goals for student learning.	1	2	3	4	N/A
C. Developing and sequencing instructional activities and materials for student learning.	1	2	3	4	N/A
D. Designing short-term and long-term plans to foster student learning.	1	2	3	4	N/A
E. Modifying instructional goals to adjust for student needs.	1	2	3	4	N/A
V. Assessing Student Learning	1	2	3	4	N/A
A. Establishing and communicating learning goals for all students.	1	2	3	4	N/A
B. Collecting and using multiple sources of information to assess student learning.	1	2	3	4	N/A
C. Involving and guiding all students in assessing their own learning.	1	2	3	4	N/A
D. Using the results of assessment to guide instruction.	1	2	3	4	N/A
E. Communicating with students, families, and other audiences about student progress.	1	2	3	4	N/A

VI. Development as a Professional Educator	1	2	3	4	N/A
A. Reflecting on teaching practice and planning professional development.	1	2	3	4	N/A
B. Establishing professional goals and pursuing opportunities to grow professionally.	1	2	3	4	N/A
C. Working with communities to improve professional practice.	1	2	3	4	N/A
D. Working with families to improve professional practice.	1	2	3	4	N/A
E. Working with colleagues to improve professional practice.	1	2	3	4	N/A

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Re-employment Recommendations:

- _____ A. Re-employment
- _____ B. Re-employment with Remediation (Peer Assistance Review for permanent and probationary employees)
- _____ C. Non-re-employment (Probationary)

I have received a copy of this evaluation report and I have discussed the contents with my administrative supervisor. I agree with the general conclusions of the evaluation report.

Employee Signature

Date

I have received a copy of the evaluation report and I have discussed the contents with my immediate administrative supervisor, but I disagree with the conclusion of the report.

Employee Signature

Date

Evaluator Signature

Date

APPENDIX J-2

EVALUATION FORMS

LYNWOOD UNIFIED SCHOOL DISTRICT EVALUATION CRITERIA

A. Introduction

The Lynwood Unified School District Certificated Evaluation Form closely mirrors the contents of the California Standards for the Teaching Profession. A Description of Professional Practice for California Teachers: State of California, 1997. This document specifies the expectations for the teaching professional in California schools in terms of six (6) standards. Each standard has five (5) or six (6) 'KEY ELEMENTS'.

The Lynwood Unified School District Evaluation Criteria uses the six "STANDARDS" and the accompanying 'KEY ELEMENTS' for each standard to create a rubric which clearly identifies four teaching proficiency levels contained in the Lynwood Unified School District Certificated Evaluation Form. These four (4) teaching proficiency levels are "EXCEEDS DISTRICT STANDARDS", "MEETS DISTRICT STANDARDS", "NEEDS IMPROVEMENT", and "UNSATISFACTORY".

B. Evaluation Criteria

1. This instrument is designed to assess effective instructional techniques which include clearly stated standards and/or implied objectives. All teachers will use a lesson plan that is current, visible and indicates a plan of instruction. The structural presentation of lessons shall include opportunities for; cooperative learning; higher level thinking; problem solving; discovery experiences; and use of writing process across the curriculum as appropriate.
2. There are six (6) "STANDARDS", and thirty-one (31) "KEY ELEMENTS" in the Lynwood Unified School District Evaluation Form.
3. Each of the "KEY ELEMENTS" is to be rated on a scale of one to five as noted below:
N/A = NOT APPLICABLE
4 = EXCEEDS DISTRICT STANDARDS
3 = MEETS DISTRICT STANDARDS
2 = NEEDS IMPROVEMENT
1 = UNSATISFACTORY
4. The definitions of "UNSATISFACTORY", "NEEDS IMPROVEMENT", "MEETS DISTRICT STANDARDS", and "EXCEEDS DISTRICT STANDARDS" are defined for each "ELEMENT" in the "DESCRIPTOR" column of the LYNWOOD CERTIFICATED EVALUATION RUBRIC.
5. A teacher receiving a rating of "UNSATISFACTORY" in two (2) or more of the "KEY ELEMENTS" of a STANDARD will receive a rating of "UNSATISFACTORY" for that "STANDARD".

6. A teacher receiving a rating of “UNSATISFACTORY” in two (2) or more of the six standards will receive an overall rating of “UNSATISFACTORY” in the Final Evaluation and shall be recommended as a Participating Teacher to the Peer Assistance and Review Program.
7. A teacher receiving a rating of “NEEDS IMPROVEMENT” and/or “UNSATISFACTORY” in any two (2) of the key elements for a standard will receive a rating of “NEEDS IMPROVEMENT” in that standard.
8. A teacher receiving a rating of “NEEDS IMPROVEMENT” in two (2) or more of the six standards will receive an overall rating of “NEEDS IMPROVEMENT” in the Final Evaluation and ‘may be recommended as a Volunteer Teacher to the PEER Assistance and Review Program.
9. A teacher receiving a rating of “MEETS DISTRICT STANDARDS” in twenty-seven (27) or more of the thirty-one (31) “KEY ELEMENTS” will receive an overall rating of “MEETS DISTRICT STANDARDS” in the Final Evaluation.
10. A teacher receiving a rating of “EXCEEDS DISTRICT STANDARDS” in twenty-seven (27) or more of the thirty-one (31) “KEY ELEMENTS” will receive an overall rating of “EXCEEDS DISTRICT STANDARDS” in the Final Evaluation and may apply for “CONSULTING TEACHER” for the Peer Assistance and Review Program.
11. By mutual agreement between the Lynwood Unified School District and the Lynwood Teachers’ Association resources designed to assist teachers and administrators in the implementation of the evaluation criteria and in the development of instructional proficiency are to be identified and added as an appendix to the evaluation criteria.

APPENDIX J-3

EVALUATION FORMS

LYNWOOD UNIFIED SCHOOL DISTRICT EVALUATION RUBRICS

STANDARD 1: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

ELEMENTS	EXCEEDS STANDARDS	MEETS DISTRICT STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
A. Connecting students' prior knowledge, life experience, and interests with learning goals	The teacher facilitates as students connect and apply their prior knowledge, life experiences, and interests to new learning and the achievement of learning goals. The teacher builds on students' questions and comments during lessons to modify instruction.	The teacher makes substantial connections, between the learning goals and the student's prior knowledge, life experiences, and interests. The teacher elicits and uses student's questions and comments during a lesson to extend their understanding	The teacher makes some connections between the learning goals and the student's prior knowledge, life experiences, and interest. The teacher elicits questions from students during a lesson to monitor their understanding.	The teacher makes no connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher does not elicit student questions or comments during a lesson.
B. Using a variety of instructional strategies to respond to students' diverse needs	The teacher makes skillful use of a wide repertoire of instructional strategies to engage all students in learning, make adjustments while teaching to respond to students' needs.	The teacher uses a variety of instructional strategies that are appropriate to the students and the instructional goals. The teacher carries these strategies out thoughtfully, make some adjustments to respond to students' needs.	The teacher uses a selection of instructional strategies that are largely appropriate to the students and the instructional goals, but they may lack variety or may not be responsible to students' needs.	The teacher uses instructional strategies, but they lack variety, are poorly carried out, or are inappropriate to the students or the instructional goals. No adjustments are made to respond to students' needs.
C. Facilitating learning experiences that promote autonomy, interaction, and choice	Learning experiences are facilitated by the teacher and students to promote and support a variety of constructive interactions, autonomy, and choice in the pursuit of significant learning.	Learning experiences are facilitated by the teacher to promote constructive interactions, autonomy, and choice, and to encourage and support student involvement in learning.	Learning experiences are directed by the teacher and allow limited student autonomy, interactions, and choice.	Learning experiences are directed by the teacher permitting no student autonomy, interactions, and choice.
D. Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful	Learning opportunities are provided that extend student thinking and engage and support all students in problem posing, problem solving, inquiry, and analysis of subject matter concepts and questions within or across subject matter areas.	Learning opportunities and support are provided for students to engage in problem solving and in investigating and analyzing subject matter concepts and questions within subject matter areas.	Some learning opportunities are provided for students to engage in problem solving within subject matter areas, but little support is given to develop necessary skills.	No learning opportunities are provided for students to engage in problem solving, analysis, or inquiry within or across subject matter areas.
E. Promoting self-directed, reflective learning for all students.	Students take initiative for their own learning, and reflect on, talk about, and evaluate their own work with peers.	Students are supported in developing the skills needed to monitor their own learning during activities. Students reflect on and talk about their own work with peers.	Students's learning is directed and monitored by the teacher, and some opportunities are provided for students to reflect on their work individually.	No opportunities are provided for students to initiate their own learning or to monitor their own work.

**LYNWOOD UNIFIED SCHOOL DISTRICT
EVALUATION RUBRICS**

STANDARD 2: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

ELEMENTS	EXCEEDS STANDARDS	MEETS DISTRICT STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
A. Creating a physical environment that engages all students	The arrangement of the physical environment ensures safety and accessibility, and facilitates constructive interaction and purposeful engagement for all students in learning activities.	The arrangement of the physical environment ensures safety and accessibility. Most students will work individually or together as they participate in learning activities.	The physical environment is arranged for safety and accessibility, and it facilitates individual student engagement in learning.	The physical environment does not support student learning. There are one or more safety hazards, and materials are difficult to access when needed.
B. Establishing a climate that promotes fairness and respect	Students ensure that a climate of equity, caring, and respect is maintained in the classroom, and students take risks and are creative. The pattern of teacher response to inappropriate behavior is fair and equitable.	A climate of fairness, caring, and respect is maintained by the teacher, and students are encouraged to take risks and be creative. The pattern of teacher response to inappropriate behavior is fair and equitable.	A climate of fairness, caring, and respect is established by the teacher for most students, but few students take risks and the teacher does little to encourage them. For the most part, the pattern of teacher response to inappropriate behavior is fair and equitable.	The classroom climate is characterized by unfairness or disrespect, either between the teacher and students or among students. Students are unwilling to take risks. Teacher response to inappropriate behavior is unfair or inequitable.
C. Promoting social development and group responsibility	Students work independently and collaboratively and maintain a classroom community in which they respect each other's differences, assume leadership, and are responsible for themselves and their peers	Students respect each other's differences and work independently and collaboratively, taking responsibility for themselves and their peers.	Students respect each other's differences most of the time and work together moderately well. The teacher provides limited opportunities for students to assume responsibility.	Students' social development, self-esteem, and diversity are not supported and students have no sense of responsibility for each other.
D. Establishing and maintaining standards for student behavior.	Students and teacher develop standards for behavior together and students are responsible for helping each other maintain standards.	Standards for behavior are established, are clear to all students, and are maintained by the teacher. The teacher's response to student behavior is appropriate.	Standards for behavior have been established by the teacher, and the teacher's response to student behavior is generally appropriate.	No standards for behavior appear to have been established or students are confused about what the standards are.
E. Planning and implementing classroom procedures and routines that support student learning	Students and teacher ensure that classroom procedures and routines operate seamlessly and efficiently.	Procedures and routines work smoothly, with no loss of instructional time.	Procedures and routines have been established and work moderately well, with little loss of instructional time.	Classroom procedures and routines have not been established or are not being enforced.
F. Using instructional time effectively	Pacing of the lesson is adjusted as needed to ensure the engagement of all students in learning activities. Transitions are seamless.	Pacing of the lesson is appropriate to the activities and enables all students to engage successfully with the content. Transitions are smooth.	Instructional time is paced so that most students complete learning activities. Transitions used to move students into new activities are generally effective	Learning activities are often rushed or too long, and transitions are rough or confusing, resulting in a loss of instructional time

**LYNWOOD UNIFIED SCHOOL DISTRICT
EVALUATION RUBRICS**

STANDARD 3: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

ELEMENTS	EXCEEDS STANDARDS	MEETS DISTRICT STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
A. Demonstrating knowledge of subject matter and student development	The teacher's working knowledge of subject matter and individual students' development incorporates a broad range of perspectives strongly supports all students' learning, and is current.	The teacher's working knowledge of subject matter and basic principles of student development incorporates different perspectives, supports all students' learning and is current.	The teacher's working knowledge of subject matter and basic principles of student development reflects a single perspective; support some students' learning, and is usually current.	The teacher's working knowledge of subject matter and student development is inconsistently evident does not adequately support students' learning, or may not be current.
B. Organizing curriculum to support student understanding of subject matter	The curriculum is organized and sequenced and demonstrates concepts, themes, and skills, and the relationships between them,, reveals and values a broad range of perspectives, and is organized to ensure that all students develop a deep understanding of core concepts.,	The curriculum is organized and sequenced and demonstrates concepts, themes and skills, reveals and values different perspectives, supports an understanding of core concepts for all students.,	The curriculum is loosely organized, inconsistently demonstrates concepts, themes, and skills, reveals and values different perspectives and support an understanding of core concepts for all students.	The curriculum is not organized and it rarely demonstrates concepts, themes, and skills, rarely values different perspectives or rarely supports students' understanding of core concepts.
C. Interrelating ideas and information within and across subject matter areas	The teacher facilitates students as they identify and integrate concepts and information with and across curriculum, relate content to their lives and previous learning and use this to extend their understanding.,	The teacher identifies and integrates key concepts and information within the curriculum, relates content to students' lives, and uses previous learning to extend students' understanding.,	The teacher identifies some key concepts and information within the curriculum, and attempts to relate content to previous learning without extending students' understanding	The teacher presents curriculum without identifying or integrating key concepts and information, or does not relate content to previous learning in order to support students' understanding.
D. Developing student understanding through instructional strategies that are appropriate to the subject matter	The teacher facilitates as students identify and integrate concepts and information within and across curriculum, relate content to their lives and previous learning and use this to extend their understanding.	The teacher uses appropriate instructional strategies to make content accessible to student, to encourage them to think critically, and to extend their knowledge of subject matter.	The teacher may use a few strategies to make content accessible to student, and may encourage some students to think critically, or to extend their knowledge of subject matter.	Instructional strategies are not appropriately matched to subject matter content or concepts, and do not encourage students to think critically or to extend their knowledge.
E. Using materials, resources, and technologies to make subject matter accessible to students	A range of instructional materials, resources, and technologies are integrated into the curriculum to extend students' understanding of content and concepts. Materials reflect diverse perspectives.	Instructional materials, resources, and technologies support the curriculum and promote students' understanding of content and concepts. Materials reflect diverse perspective.	Instructional materials, resources and technologies are used infrequently to convey key subject matter concepts. Materials may reflect diverse perspectives	Instructional materials, resources and technologies are either not used or used inappropriately. Materials do not accurately reflect diverse perspectives.

STANDARD 4: PLANNING INSTRUCTION AND DESIGN LEARNING EXPERIENCES FOR ALL STUDENTS

ELEMENTS	EXCEEDS STANDARDS	MEETS DISTRICT STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
A. Drawing on and valuing students' backgrounds, experiences, interests, and developmental learning needs	Instructional plans build on students' backgrounds, experiences, interests, and developmental needs to support all students' learning.	Instructional plans reflect students' backgrounds, experiences, interests, and developmental needs to support all students' learning.	Instructional plans are partially drawn from information about students' backgrounds, experiences, interests, and developmental needs to support all students' learning.	Instructional plans do not match or reflect students' backgrounds, experiences, interests, and developmental needs and do not support students' learning.
B. Establishing and articulating goals for student learning	Short-term and long-term instructional goals are set by teacher and students, and integrate students' language, experience, and home and school expectations. Goals are appropriately challenging for all students and represent valuable learning. Expectations for students are consistently high.	Short-term and long-term instructional goals are based on students' language, experience, or home and school expectations. Goals are appropriately challenging for most students and represent valuable learning. Expectations for students are generally high.	Some instructional goals address students' language, experience, and/or home and school expectations. Expectations for students are inconsistent.	Instructional goals are not established or do not address students' language, experience, or home and school expectations. Expectations for students are low.
C. Developing and sequencing instructional activities and materials for student learning.	Instructional activities and materials are differentiated to reflect individual students' interests and developmental needs, and engage all students in meaningful learning. Activities support the learning goals and are logically sequenced to clarify content and concepts.	Instructional activities and materials are appropriate to students and the learning goals, make content and concepts relevant, and engage most students in meaningful learning. Activities are logically sequenced within individual lessons.	Instructional activities and materials are partially appropriate to students and the learning goals, and engage some students in meaningful learning. Some activities are logically sequenced within individual lessons.	Instructional activities and materials are not appropriate to students or the instructional goals, do not engage students in meaningful learning. Activities are not logically sequenced.
D. Designing short and long term plans to foster student learning	Long and short term plans are highly coherent. Learning sequences are responsive to the needs of individual students and promote understanding of complex concepts.	Long and short term plans have a coherent structure, with learning activities in individual lessons well-sequenced to promote understanding of concepts.	Long and short plans have a recognizable structure, although the sequence of individual lessons is uneven and only partially helps students develop conceptual understanding.	Individual lesson plans have little or no relation to long and short term goals, or a unit plan has little recognizable structure.
E. Modifying instructional plans to adjust for student needs.	Instructional goals are modified as needed, based on formal and informal assessment and students' suggestions to ensure deeper conceptual understanding by all students.	Instructional goals are modified as needed to enhance student learning based on formal and informal assessment.	Modifications to instructional goals address only superficial aspects of the lesson.	Instructional goals are not modified, in spite of evidence that modifications would improve student learning.

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STANDARD 5:

ASSESSING STUDENT LEARNING

ELEMENTS	EXCEEDS STANDARDS	MEETS DISTRICT STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
A. Establishing and communicating learning goals for all students	Learning goals are established by the teacher, students, and families, are appropriate to students' needs and the curriculum, and meet district and state expectations. Goals are communicated to all students and families, and are revised as needed.	Learning goals are established in relation to the students' needs and the curriculum, and meet district and state expectations. Goals are communicated to all students and families, and are revised as needed.	Learning goals are established to meet district and state expectations. Goals are communicated to all students without revision.	Few or no learning goals are established. Learning goals are not revised or clearly communicated to students or families.
B. Collecting and using multiple sources of information to assess student learning.	The teacher uses a variety of sources to collect information about student learning and a wide range of appropriate assessment strategies to understand student progress.	The teacher uses a variety of sources to collect information about student learning and several appropriate assessment strategies to understand student progress.	The teacher uses one or two sources of information to assess student learning and one or two assessment strategies to understand student progress.	The teacher uses no consistent sources of information to assess student learning and/or uses assessment strategies that are not appropriate to students' learning
C. Involving and guiding all students in assessing their own learning	Ongoing student reflection and self-assessment are integrated into the learning process. Students demonstrate assessment strategies and discuss work with peers.	Student reflection and self-assessment are included in most learning activities. The teacher models skills and assessment strategies to help students understand their own work and discuss with peers.	Student reflection is encouraged and guided by the teacher during some activities. Opportunities are provided for students to discuss work with peers.	The teacher does not encourage students to reflect on or assess their own work.
D. Using the results of assessment to guide instruction	Information from a variety of ongoing assessments is used to plan and modify learning activities, and to support class and individual student needs and achievement. Assessments are used to adjust instruction while teaching in response to student needs.	Information from a variety of ongoing assessments is used to plan and modify learning activities, as well as to meet class and individual student needs and achievement. Assessments are occasionally used to adjust instruction while teaching.	Information from a limited range of assessments is used to plan learning activities and may support class needs and achievement. Assessments are not used to adjust instruction while teaching.	Information about student learning is inappropriate or not used by the teacher to plan, guide, or adjust instruction.
E. Communicating with students, families, and other audiences about student progress.	Students participate with the teacher to exchange information about their learning with families and support personnel in ways that improve understanding and encourage academic progress.	The teacher regularly exchanges information about student learning with students, families and support personnel in ways that improve understanding and encourage academic progress.	The teacher provides information about student learning to students, families and support personnel to promote understanding and academic progress.	The teacher provides some information about learning to students, families and support personnel but the information is incomplete or unclear.

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STANDARD 6: DEVELOPING AS A PROFESSIONAL EDUCATOR

ELEMENTS	EXCEEDS STANDARDS	MEETS DISTRICT STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
A. Reflecting on teaching practice and planning professional development	The teacher reflects on his or her teaching practice in relation to student learning and instructional goals, assesses growth over time, and plans professional development based on reflection	The teacher reflects on his or her teaching practice in relation to areas of concern and student learning, assesses growth overtime, and may use reflection to plan professional development.	The teacher reflects on some lesson and areas of concern in his or her teaching practice, assesses growth in these areas with assistance, and may use reflection to plan professional development.	The teacher may reflect on specific problems or areas of concern in his or her teaching practice, but rarely uses reflection to assess growth over time or to plan professional development
B. Establishing professional goals and pursuing opportunities to grow professionally.	Professional goals are extended and the teacher purposefully pursues opportunities to expand knowledge and skills and participates in and contribute to the professional community.	Professional goals are developed and the teacher pursues opportunities to acquire new knowledge and skills and participates in the professional community.	Professional goals are established with assistance. The teacher pursues opportunities to acquire new knowledge and skills but infrequently participates in the professional community.	Professional goals are not established to guide practice. The teacher rarely pursues opportunities to develop new knowledge and skills or to participate in the professional community.
C. Working with communities to improve professional practice	The teacher values students' communities and uses knowledge of them to benefit students and families, provide students with experiences that support their learning, and promote collaboration between school and community.	The teacher values students' communities and develops knowledge of them to benefit students and families, provide some experiences to support student learning, and support collaboration between school and community.	The teacher understand the importance of students' communities, but is not sure how to apply this to benefit students and families, provide experiences to support learning, or promote collaboration with the school.	The teacher has limited knowledge of students' communities or of how to access them to provide learning experiences for students or to promote collaboration with the school.
D. Working with families to improve professional practice	The teacher respects all students' families, understands their diverse backgrounds, maintains ongoing positive interactions, and provides multiple opportunities for meaningful participation in the classroom or school community	The teacher respects students' families, develops positive communication and an understanding of their diverse backgrounds and provides opportunities for families to participate in the classroom or school community	The teacher respects some students' families, initiates communication and develops an understanding of their diverse backgrounds and may provide opportunities for families to participate in the classroom or school community	The teacher may demonstrate respect for students' families, or their backgrounds, but has limited communication with families, and is not sure how to provide opportunities for participation in the classroom or school community
E. Working with colleagues to improve professional practice	The teacher engages in dialogue and reflection with colleagues. Collaborates with staff to meet students' needs, and contributes to school-wide and district-wide decision-making, events, and	The teacher engages in dialogue with colleagues, collaborates with staff to meet students' needs, and participates in school-wide events.	The teacher engages in dialogue with some colleagues, seeks out staff to help meet students' needs, and participates in some school-wide events.	The teacher rarely converses with colleagues, rarely seeks out other staff to meet student needs, and rarely participates in school or district events or learning activities.