

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LEMON GROVE SCHOOL DISTRICT

AND

THE LEMON GROVE TEACHERS

ASSOCIATION

2005-2008

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ARTICLE 1: AGREEMENT

- A. The articles and provisions contained herein constitute an agreement by and between the governing board of the Lemon Grove Elementary School District ("District") and the Lemon Grove Teachers Association ("Association"), an employee organization, affiliated with the CTA and the NEA.
- B. This Agreement is entered into pursuant to the Educational Employment Relations Act of 1975 (Chapter 10.7, Section 3540-3549 of the Government Code).

ARTICLE 2: RECOGNITION

The District recognizes the Association as the exclusive representative for all certificated employees excluding:

- A. Management
- B. Substitutes

ARTICLE 3: TERM

This Agreement shall remain in full force and effect until June 30, 2008.

2006-2007: The re-openers shall be Health Benefits and Compensation. Either party may reopen two additional articles.

2007-2008: The re-openers shall be Health Benefits and Compensation. Either party may reopen two additional articles.

ARTICLE 4: ASSOCIATION RIGHTS

- A. The Association shall have the right of access at reasonable times to areas in which employees work, the right to use school bulletin boards, mail boxes and other means of communication, subject to reasonable regulation, and the right to use school facilities at reasonable times for the purpose of meetings. Such use of facilities after regular school hours by the Association shall be at no cost to the District.
- B. Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times. Prior to conducting such business, the representatives shall give notice of their presence to site administrators.
- C. Authorized representatives of the Association shall be released from duties for the processing of grievances as specified in Article 6, Grievance Procedure of this Agreement. Such release time shall be limited to that which is reasonable and sufficient. The designated representative will inform his/her immediate supervisor twenty-four (24) hours prior to release from duties for grievance processing in order for a substitute to be obtained if such is necessary.

The Association will provide the Superintendent with a list of authorized representatives by October 1 annually.

- D. Association meetings may be scheduled following class dismissal once per month.
- E. The District will not discriminate against employees participating in the grievance procedure outlined in this Article.
- F. The Association shall be entitled to ten (10) days of paid leave per school year to carry out official association activities, excluding negotiations. Such leave shall be requested three (3) working days in advance and at that time a description of the type of activity shall be provided, unless an

exception is granted by the Superintendent. Cost associated with substitutes will be paid by the District.

The Association shall be entitled to an additional five (5) days of leave per school year to carry out official association activities, however, with regard to this additional five (5) day entitlement, the Association is required to reimburse the District for the cost of substitutes.

Additional days may be authorized upon approval of the Superintendent. Such leave may not be used for concerted activities and nothing contained herein shall require the District to incur any costs contrary to codes regulating the expenditure of school district funds.

ARTICLE 5: ORGANIZATION SECURITY

A. MAINTENANCE OF MEMBERSHIP

1. The Association and the District agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of this Agreement. This provision shall not deprive any member of the right to terminate her or his membership within the 30 day period following expiration of the Agreement. If a member who is covered by the maintenance of membership requirement withdraws authorization for dues, the District shall deduct agency fees as provided in Education Code Section 45061 and in the same manner as set forth in Sections B.2 above and C. 1,2,3,4 below.

B. DUES DEDUCTION

1. The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from unit members.
2. Any unit member who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
3. With respect to all sums deducted by the District pursuant to Section B. 1,2 above, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of units members, including their names, addresses and work locations for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

C. AGENCY FEE

1. Any unit member who is not a member of the Association, or who does not make application for membership within 30 days of the effective date of this agreement, or within 30 days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay an agency fee in an amount equal to membership dues, initiation fees and general assessments. The District shall

immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

2. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 © (3) of Title 26 of the Internal Revenue Code:
 - a. Lemon Grove Education Foundation
 - b. Ronald McDonald House
 - c. Polinsky Children's Center

To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. The Association executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make payment to an appropriate charity as described above. Such payment shall be made as specified in B. 2 and forwarded to the authorized charity.

3. With respect to all sums deducted by the District pursuant to sections above, whether for membership dues or agency fee, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
4. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this article.

ARTICLE 6: GRIEVANCE

A. DEFINITIONS

1. Grievance: A "grievance" is a written statement by a member of the bargaining unit alleging a violation, misinterpretation, or misapplication of a provision of this agreement which affects the grievant. No grievance shall be filed which involves the content of an evaluation or a directive or reprimand under provisions of Article 21: Discipline Procedure, of this contract. The grievance will be filed on a District-prepared form and will include:
 - a. a description of the specific grounds of the grievance including names, dates and places necessary for a complete understanding of the grievance
 - b. citations of the exact provision(s) of this Agreement which are alleged to have been violated, misinterpreted, or misapplied.
 - c. a listing of the specific action(s) requested of the District which will constitute remedy to the grievant.
 - d. at levels beyond the informal level, a listing of what the grievant considers inappropriate or incorrect about the administrative written response provided at the prior level.

2. Grievant: Any unit member filing a grievance.
3. Representative: A representative is any unit member, designated employee, or legal counsel who participates in the grievance procedure.
4. Immediate supervisor/administrator: A principal, Director of Student Services, or Assistant Superintendent, Human Resources as designated by the District to adjust grievances.
5. Day: A grievant's working day according to the District-adopted calendar.

B. GENERAL PRINCIPLES

1. Any employee may present grievances relating to a contract dispute to his employer and have such grievances adjusted with or without the intervention of the Association at the employee's election, as long as the adjustment is not inconsistent with the terms of this Agreement and the employee obtains written concurrence from the Association before any grievance is taken to arbitration. The District shall not agree to the adjustment or resolution of the grievance after filing at Section C, step 1, until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. If several employees wish to file a grievance based upon an identical alleged contract violation, misapplication, or misinterpretation, and such alleged act was perceived as being committed by the same person, the allegedly aggrieved parties may file a common grievance.
2. The Association President or designee may present concerns about potential grievance situations directly to the Superintendent or designee for discussion and possible resolution. If, as a result of such discussion, no resolution is forthcoming, the grievance steps would apply.
3. The Superintendent or designee may present concerns of alleged contract violation or misinterpretation by a member of the Association to the Association President who will counsel with employee(s) responsible for the alleged violation in order to further the upholding of the contract.
4. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate administrative level. The District and the Association agree that every effort will be made by management and the aggrieved party to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably upon an employee's good standing, performance, or loyalty or desirability to the organization. Employees, employee representatives, and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.
5. Failure by the Administration to adhere to decision deadlines constitutes the right for the aggrieved to appeal automatically to the next step. Failure of the employee to adhere to the submission deadlines shall mean that the employee is satisfied with the latest decision and waives any right to further appeal. Time limits may be extended by mutual agreement when signed by both parties.
6. When a grievance has been filed by an employee, the grievant may terminate the grievance at any time by giving written notice to the Superintendent or designee. Failure to comply with time limits or to attend scheduled meetings to discuss or hear the grievance shall be deemed a termination of the grievance by the employee. If the grievant fails to provide requested information at the grievant's disposal relating to the subject matter of the grievance, it shall result in the denial of the grievance. The Superintendent or designee shall give written notice of such termination to the employee.

7. Before filing a formal written grievance on the appropriate District form, the unit member shall attempt to resolve the grievance in an informal conference with the grievant's immediate supervisor.
8. Either party may have a representative present at any step in this procedure.
9. Once a completed grievance form has been filed, it shall not be amended.
10. A grievance involving multiple alleged violations of the contract for which one solution is requested shall be consolidated into a single grievance.
11. The District shall provide copies of all grievance forms filed and all resolutions or decisions to the grievant, Superintendent, and Association.

C. STEPS IN THE GRIEVANCE PROCEDURE

1. Informal: An employee who believes he/she has a grievance shall present the grievance in a brief written, dated statement to the immediate supervisor. This shall be accomplished within twenty (20) school days after the alleged basis for the grievance. Failure to do so will render the grievance null and void. The administrator shall hold discussions and attempt to resolve the matter within five (5) working days after presentation of the grievance. It is the intent of this informal step that at least one (1) personal conference be held between the allegedly aggrieved employee and the immediate administrator. Upon request by the employee, the resolution, if any, shall be placed in writing. At the bottom of the resolution statement, the employee may request in writing that copies of the resolution be forwarded to the Association President and the District Superintendent.
 - a. Step 1: If the grievance is not settled during the informal discussion and the employee wishes to initiate the formal procedures, Step 1 shall be undertaken within five (5) days after the decision of the administrator at the informal level. The written grievance shall be filed with the grievant's immediate supervisor on the District-developed form. Within five (5) days of receiving the grievance, the immediate supervisor shall hold a meeting with the grievant and any representative(s), and within ten (10) days will render a decision.
 - b. Step 2: A grievant may appeal the decision from Step 1 to the Superintendent or designee within ten (1) days after receipt of the Step 1 decision. The appeal shall be presented in writing on the District Step 2 form, together with a copy of all materials submitted at Step 1. The grievant will specify why the decision at Step 1 was unsatisfactory. The Superintendent or designee shall confer with the grievant within ten (1) days after receipt of the appeal, and shall render a written decision within seven (7) days after the conference.
 - c. Step 3: A grievant who is not satisfied with the decision at Step 2 may request the Association to submit the grievance to arbitration. If the Association concurs with the grievant's request for arbitration, the grievant shall, within ten (10) days after receipt of the decision in Step 2, submit a copy of the Association decision and a request in writing to the Superintendent for arbitration of the dispute and the District shall join in the request. Failure to meet the time limit shall constitute a withdrawal of the grievance.

The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within ten (10) days, the parties shall request the American Arbitration Association to supply a panel of seven (7) names of qualified arbitrators. The District and the Association shall alternately strike

names from the list with the order of striking being determined by lot. The person whose name remains after the striking process shall be the arbitrator requested.

D. AUTHORITY OF THE ARBITRATOR

1. The District and the Association agree that the jurisdiction and authority of the arbitrator, and the opinion expressed by the arbitrator, shall be confined exclusively to the interpretation of the express provisions of this Agreement.
2. The arbitrator shall be without power or authority to make any decision that requires the District or its administration to do an act prohibited by law or in violation of this Agreement.
3. The arbitrator shall have no power to render an opinion or recommendation on any grievance involving the substance or judgment of an evaluator in any part of the evaluation process.
4. If either party raises the issue of arbitrability, such party raising the issue may request, by written notice to the other party at least forty-eight (48) hours in advance of the hearing, a separate hearing before an arbitrator on the issue of arbitrability. Such decision may, upon agreement of the parties, consist of a decision without a written opinion. No hearing on the merits of the case will be conducted until the issue of arbitrability has been decided.
5. Within ten (10) days from the receipt of the arbitrator's recommendation, the Board shall meet with the employee and render a final and binding decision which shall be communicated to the grievant in writing within fifteen (15) days of the meeting.

E. ARBITRATION PROCEDURES

1. Issues: The arbitrator shall hear evidence on the issue or issues that were submitted to arbitration. If the parties do not agree on a submission agreement, the arbitrator shall frame the issues by referring to the grievance records at Step 1 and 2.
2. Cost of Arbitration: The fees and expenses of the arbitrator shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them. Unless the parties agree to share the expenses, the cost of the services of a court reporter shall be paid by the party requesting same.

F. MISCELLANEOUS

1. No reprisals of any kind will be taken by the District against any unit member because of participation in the grievance procedure.
2. Grievances will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
3. Time limits shall begin the day following receipt of a grievance and/or receipt of a written decision. A grievant shall sign a copy of the proposed decision upon receipt. It is further understood that if there is no answer within the specified time limits at each step, the grievant may file at the next step. A grievant's failure to meet the time limit shall constitute a withdrawal of the grievance. Time limits set forth in this article may be extended by mutual written agreement of the parties.
4. Nothing herein shall preclude the District and the Association from utilizing, by mutual written agreement for any particular case, expedited arbitration proceedings such as contracted time limits, waivers of transcripts and briefs, and/or immediate decision.

5. Grievance meetings will be scheduled by the District at mutually convenient times and places. Normally such meetings will be scheduled so that they will not conflict with instructional and professional duties. However, when grievance meetings are scheduled so as to conflict with such duties, reasonable released time without loss of salary will be provided to the grievant and his/her authorized Association representative.
6. Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor.

ARTICLE 7: TRANSFER AND ASSIGNMENT

A. DEFINITIONS

1. Reassignment: A change of an employee's grade level or general subject matter teaching responsibility within a school site.
2. Transfer: A transfer is a move from one school to another.
3. Vacancy or Opening: Depending upon staffing needs as determined by District officials, a vacancy or opening may result when any unit member resigns, retires or dies while in active service with the District, when a position is created which has a newly adopted job description, or when an additional position is needed due to increased enrollment.
4. Temporary Openings: The opening resulting when a unit member is granted an unpaid leave of at least one year's duration.

B. POSTING OF VACANCIES OR OPENINGS

When District officials determine that a vacancy or opening exists, regular or temporary, a notice of such opening(s) will be posted for at least five working days. Selection for an opening will not be made until this posting is completed. During the regular school year, the notices will be posted at the District Office, District website and will be sent to each school for posting. During times when regular classes are not in session, posting will be only at the District Office, District website and on the recorded job information line. Classroom teaching openings which result when a District employee is chosen to fill an already advertised opening may be posted for only two days during the school year and all classroom teaching positions will be posted for two days during August at the District Office and on the recorded job information line.

C. APPLICATIONS BY EMPLOYEES FOR TRANSFER

1. Transfer Within the Same Job Description

Unit members may apply to transfer to a posted opening and will be considered according to the following criteria:

- a. Employee certification authorization.
- b. Employee qualifications including experience and recent training, compared with that of other candidates for both the position to be filled and that being vacated.
- c. Employee evaluations.
- d. Affirmative action goals in the District.
- e. Length of District service, regardless of particular certificated assignment.

- f. The needs and efficient operation of the District, as determined by the Superintendent.
- g. When all other criteria are judged equal by District management, the unit member with the greater length of District service will be given priority and permanent or probationary unit members will be given priority over temporaries.

2. Transfer to a Position That is Not Within the Same Job Description

If no candidate is assigned under C.1 above, unit members may apply to transfer. Unit members will be interviewed for the posted position and will be considered in the following manner:

- a. Employee certification authorization
- b. Employee qualifications including experience and recent training, compared with that of other candidates for both the position to be filled and that being vacated.
- c. Employee evaluations.
- d. Affirmative action goals in the District.
- e. The needs and efficient operation of the District, as determined by the Superintendent.

If a unit member is not selected, new applicants to the District shall be interviewed for the opening.

3. Restrictions

- a. Transfer: An application for transfer may be made only for posted openings/vacancies.
- b. Reassignment: Reassignments will be considered before an opening is posted. Unit members will be interviewed upon request.

At the end of a school year, the principal of a school, with input from school staff, will make his/her tentative grade placements for the following year before any determination of openings is made for posting purposes.

If a teacher is moved from one grade level or subject matter assignment to another within a school, the teacher shall be given five (5) working days advance notice. Upon request, the teacher will be given a conference with the principal to discuss the reason for the change. A teacher may waive the five (5) days advance notice.

- c. No other employee will be reassigned/transferred solely to honor another teacher's request for reassignment or transfer.

4. Denial of Transfer

If a transfer request for a voluntary transfer has been denied, the employee, upon request, will be given a written statement of the reason for denial.

D. EMPLOYER-INITIATED TRANSFERS AND CHANGES IN ASSIGNMENT

- 1. A transfer may be made by the District for any of the following reasons:

- a. To balance the certificated staff of the District or a school by considering factors including, but not limited to, experience, racial and ethnic backgrounds, gender, ages, and seniority.
- b. A change of enrollment necessitating balancing of staffs.
- c. An opportunity to evaluate an employee in a different school or location.
- d. Improved efficiency of the District, as determined by the Superintendent.

2. Procedures

- a. Volunteers will be sought as part of the procedure for employer-initiated transfer.
- b. Before any requests for employer-initiated transfers are acted upon, the teacher must be advised through a conference and in writing of the reason(s) why an administrative transfer is being recommended. A notice of ten (10) working days will be given before the transfer is carried out except as is noted in c. below.
- c. During the first fifteen (15) days of school, a notice of five (5) days will be given before a transfer is carried out. All other requirements of the article remain the same.
- d. Unit members who are transferred after the beginning of the school year shall, upon request, be given four (4) release days for moving and preparation.
- e. No individual unit member will be involuntarily transferred more than once in a three-year period. Should it become necessary to involuntarily transfer a unit member more than once during a three-year period because of credential or other pressing needs, the parties will immediately meet to problem solve a resolution.

The District will provide labor and transportation to move the unit member's materials to the new assignment.

- 3. Assignments are made at the discretion of the principal and/or the District administration. The main criterion is the best interest of the students as determined by the administration.

E. NOTIFICATION OF TRANSFER

- 1. When a transfer has been approved by the District Office, the teacher and the affected principal(s) will be notified in writing.

ARTICLE 8: SUMMER SCHOOL/EXTENDED SCHOOL YEAR

A. POSTING VACANCIES

All openings shall be posted by the first working day in April of each school year. All openings will be posted at the District Office and sent to each school by email for posting. All postings will be for a minimum of five (5) working days.

B. HOURS

The length of the duty day shall be four (4) hours and thirty (30) minutes including before and after school duty.

C. SALARY

Each unit member shall be paid 66% of his/her daily rate of pay.

D. SICK LEAVE

Each unit member shall be entitled to one day of paid sick leave without loss of compensation. If the unit member does not utilize the leave during Summer School/Extended School Year, it will accrue from year to year.

E. PROGRAM LOCATIONS

All postings shall reflect the location/s of Summer School/Extended Year openings contingent upon enrollment.

F. QUALIFICATIONS

All postings shall reflect the desired qualifications.

G. SELECTION PROCESS

Summer School/Extended School Year Committee shall select unit members for Summer School/Extended School Year positions based on posted qualifications.

ARTICLE 9: LEAVES

A. LEAVE PROVISIONS

Employees on paid leave shall be entitled to return to the same position at the same school except when the position has been eliminated.

Employees on unpaid leaves will have the option of remaining in the group insurance coverage held by the District at the employee's cost.

B. PERSONAL ILLNESS AND INJURY LEAVE

1. Full-time employees shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Employees who work less than full time shall be entitled to that portion of the ten (10) days leave as the number of hours per week scheduled duty relates to the number of hours for a full-time employee in a comparable position. As per Labor Code Section 233, up to six (6) days may be used to attend to an illness of an employee's child, parent or spouse.
2. After all earned leave as set forth in 1. above is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months provided that the provisions of 4. below are met. The amount deducted for leave purposes from the employee'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.
3. If an employee does not utilize the full amount of leave as authorized in 1. above in any school year, the amount not utilized shall be accumulated from year to year.
4. Upon request by District management, an employee shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. If illness or injury absences exceed five (5) working days,

the District may require the employee to visit a doctor of the District's choice, a doctor who shall have authority to obtain all relevant medical records from other physicians and/or hospitals which may reasonably relate to the absence(s). After making all necessary inquiries to be fully informed as to the nature and severity of the illness or injury, the doctor will report such findings to the Superintendent or designee. The expense of such physician shall be borne by the District. If the report concludes that the absence is not due to personal illness and injury as previously described, or that the illness is not sufficiently severe to have warranted such absence, or continued absence, the Superintendent or his designee, after notice to the employee, may refuse to grant the leave. If requested by District management, an employee shall not return to work until the employee's physician or, at District request, the employee's physician and a District-selected physician have concluded that the employee may return to work.

5. Whenever possible, an employee must contact the District Office as soon as the need to be absent is known, but in no event later than 5:30 a.m. prior to the start of the work day to permit the employer time to secure a substitute service.
6. An employee who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated leave; and, if the absence exceeds more than one-half (1/2) day, a full day shall be deducted from accumulated leave.
7. An employee shall not be allowed to return to work if the employee fails to notify the District of the employee's intent to return to work by 5:30 a.m. of the work day involved if such failure results in a substitute being secured. The employee will complete a District form stating the general nature of his or her illness.
8. Each employee shall be notified of the accumulated leave on or around May 15 of each school year and the amount of sick leave days used so far that year.
9. Catastrophic Leave Bank
 - a. Purpose: The purpose of the Catastrophic Leave bank (CLB) is to create a bank of sick leave days from which eligible unit members may apply for additional sick days when suffering from catastrophic illness or injury.
 - b. Authorization: Section 44043.5 of the California Education Code authorizes the governing boards of school districts to establish a catastrophic leave program to permit employees to donate eligible leave credits, as defined, to an employee when that employee or member of his or her family suffers from a catastrophic illness or injury, as defined, if prescribed conditions are met.
 - c. Establishment: The District shall establish a Catastrophic Leave Bank to which all unit members may donate earned and unused sick days.
 - d. Definitions:
 - (1) Catastrophic Illness or Injury: An injury or illness that is expected to incapacitate the unit member or member of his/her family for an extended time (in excess of thirty (30) days), and which causes the unit member to exhaust all paid leave. Maternity and/or child care leaves shall be considered catastrophic only if qualified as defined above.
 - (2) Eligible Leave Credits: Sick leave accrued to the donating unit member.
 - (3) Donation, Deposit, Conitrition: These terms are interchangeable for the purposes of this article.
 - e. Eligibility: Use of this Catastrophic Leave Bank shall be available to all members who have made an annual donation of at least one day to the Bank. Exemptions to this restriction shall be any unit member who was absent due to an approved catastrophic illness allowed under this article at the time of its initiation.

Unit members who elect not to join the Bank upon first becoming eligible shall have a waiting period of thirty (30) days after contributing to the bank before becoming eligible to withdraw.

- f. All donations made by unit members shall be voluntary and are irrevocable. Contributions shall be donated by the last duty day in September of each year. At the beginning of the donation period, the Personnel office shall send to each unit member a notice outlining the Catastrophic Leave Bank and a Catastrophic Leave Bank donation form.

Following the initial inception of the Bank, the personnel office shall make a special solicitation of donations as soon as possible to allow for an initial Bank of days to be created immediately.

Unit members may contribute a maximum of two (2) days in any one (1) year and must maintain no less than twenty (20) days accrued sick leave after donating to the Bank. Donations of less than one (1) day will not be accepted.

A donation to the Bank shall be a general donation, and shall not be donated to a specific unit member for his/her exclusive use.

All donations are irrevocable, and the unit member waives any right to leave credits he/she may have donated except as stated in this article.

- g. Use of Catastrophic Leave Bank:

(1) Eligible unit members who suffer a catastrophic illness or injury as defined herein, may request withdrawal of leave credits from the Bank under the following terms:

(a) The unit member has or will have exhausted all paid leaves by the time of the actual withdrawal.

(b) The unit member has submitted a Catastrophic Leave Bank withdrawal form in writing to the chair of the CLB Committee with a copy to the Payroll office, and include the following detail;

1. Written verification of the catastrophic illness or injury by a medical doctor.
2. The specific number of days being requested.

(2) The Payroll office shall verify the unit member requesting the withdrawal has exhausted all paid leave, or date when this will occur. The Chair shall convene the CLB Committee as soon as possible to consider the withdrawal request.

(3) Withdrawals may be granted in units of no more than ten (10) duty days. Participants may request extensions or additional days as their grants expire. The maximum withdrawal of leave credits for an individual unit member in a given fiscal year shall not exceed fifty (50) days. In no event shall more than 150 days be withdrawn from the bank during one fiscal year.

(4) All information shall be held confidential by the CLB Committee and the District.

(5) Any days approved by the CLB Committee that are unused by the unit member shall be returned to the bank upon the unit member's return to work.

- (6) Days shall be donated and withdrawn from the bank without regard to the daily rate of pay of the unit member. Unit members using days from the bank shall receive pay for that day at their daily rate of pay.
- (7) If the CLB has insufficient days to fund a withdrawal request, neither the CLB Committee nor the District shall be under any obligation to pay the unit member.
- (8) If the CLB Committee denies a request for the withdrawal due to insufficient days, the unit member making the request shall be notified in writing of the reason for the denial.

h. Catastrophic Leave Bank Committee

- (1) The Leave Bank Committee shall consist of three (3) members appointed by the Association.
- (2) The CLB Committee shall be responsible for approving or denying requests for withdrawal from the bank, and shall communicate the decision in writing to the requester and the Payroll office within ten (10) days of receipt of the request.
- (3) The Committee shall consider the number of days requested, the number of individuals requesting withdrawals and the status of the credits remaining.
- (4) All decisions of the CLB Committee shall be final and not subject to appeal.
- (5) A unit member who has been denied a request for leave credits may amend and resubmit the request form.
- (6) All records and information obtained by the CLB Committee that relate to an individual employee's health, finance, family or employment status shall be confidential and may not be discussed or divulged by a Committee member outside formal meetings.
- (7) If the Bank does not have sufficient days to meet projected needs of unit members, the CLB shall solicit additional contributions by posting a notice at each work site.

i. District Responsibilities

Upon receipt of donation and/or withdrawal requests, the District shall:

- (1) Verify the unit member's sick leave and notify the CLB Committee.
- (2) Effectuate the transfer of credits and notify in writing the unit member and the CLB Committee.
- (3) Provide the CLB Committee with the unit member's paid leave days remaining.
- (4) Provide the CLB Committee with the balance of credits remaining in the bank.

- 10. Any certificated employee of any California school district or employee of the County Superintendent of Schools who was employed for a period of one (1) calendar year or more whose employment was terminated for reasons other than action initiated by the employer for cause and who subsequently accepts employment with the District within

one (1) year of such termination of former employment, shall have transferred to the District upon verification of the total amount of earned leave of absence for illness or injury earned with the previous employer.

C. PERSONAL NECESSITY LEAVE

1. A bargaining unit employee may use up to seven (7) days of accumulated sick leave in case of personal necessity. Such use must be for reasons other than personal convenience or a situation created by choice of the employee.
2. For purposes of the provision, "personal necessity" is defined as:
 - a. Death or serious illness of a member of the employee's immediate family as defined in the provision on Bereavement Leave.
 - b. Attending the funeral of one other than the immediate family as defined herein but not to exceed three (3) days.
 - c. Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.
 - d. An emergency requiring prompt response, which response cannot reasonably be made by anyone other than the employee and cannot be made at any time other than during the employee's working hours.
3. Should the circumstances outlined in a. and b. in Section 2 arise, the employee shall make every effort to comply with the District procedures to enable the District to secure a substitute. "Immediate family" is defined below in E.2.
4. For purposes of the provision, "personal necessity" shall not include:
 - a. Ordinary pursuit of business, financial, or economic interests of the employee.
 - b. Vacation or other recreational pursuits.
 - c. Social events.
 - d. Any concerted refusal to work.
5. Under all circumstances an employee shall verify in writing on the "Certificated Absence Report" that the personal necessity leave was used only for purposes as set forth in 2. above.
6. In addition to the personal necessity leave described in this article, employees with sufficient accumulated sick leave may elect to use it as additional personal necessity leave under Section C.2.a. (death or serious illness of a member of the employee's immediate family) or C.2.c. (an accident which is unforeseen involving the employee's person or property, or the person or property of an employee's immediate family).

D. PERSONAL LEAVE (BUSINESS, CHILDBIRTH, AND ADOPTION)

A unit member may use not more than six (6) days of sick leave for personal leave for (a) the pursuit of business, financial, or economic interests of the employee notwithstanding provision C.4 above: (b) the adoption of a child, (c) childbirth by the spouse, or (d) religious holiday.

E. BEREAVEMENT LEAVE

1. An employee shall be entitled to a maximum of five (5) days leave of absence without loss of salary on account of the death of any member of his or her immediate family.
2. For purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, grandchild, or sibling of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter or daughter-in-law of the employee. Immediate family shall include a foster child or stepchild of the employee or foster parent of the employee.
3. Any exception to the above definition shall be based on the employee's evidence of a close parental substitute relationship to the deceased with approval of the Superintendent or Board.

F. LEAVE FOR PREGNANCY DISABILITY

1. Employees are entitled to use sick leave as set forth in B.1 and 2. for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care or child rearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District management may require a verification of the extent of disability through a conference between a District physician and the employee's physician at District expense.
2. Employees are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in B.1 and 2. , has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, the District management may require a verification of the extent of disability through a conference between the District physician and the employee's physician at the District expense.
3. An employee may apply for unpaid pregnancy leave.
4. As far as practicable, substitutes will be hired to fill the vacancies created by pregnancy disability leave. The District maintains the right to hire temporary teachers if necessary.

G. LEAVE WITHOUT PAY FOR CHILD REARING OR ADOPTION

1. Leave without pay or other benefits may be granted to an employee for child rearing or adoption.
2. The employee shall request such leave as soon as practicable, prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.
3. Employees may return from such leave only at the end of the semester or school year. If an employee wishes to apply for an extension, he/she must notify the District by November 1 for spring semester and by March 1 for fall semester and for the next school year.
4. The employee is not entitled to the use of any accrued sick leave or other paid leave while such employee is on leave for child rearing.

5. There shall not be a diminution of employment status for child bearing or child rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction in force purposes, nor shall the time taken on such leave count toward credit for probationary teachers in earning tenure status.
6. If an employee is on leave for child rearing and in the event of miscarriage or death of a child subsequent to childbirth, the employee may request an immediate assignment to a unit position. If there is a vacancy for which an employee is qualified, the District will assign the teacher to a position as soon as practicable, in the best interests of the District. If a temporary employee has been hired, that employee shall be allowed to complete the term of employment originally arranged by the District.

H. INDUSTRIAL ACCIDENT LEAVE

1. Employees will be entitled to industrial accident leave for personal injury which has qualified for worker's compensation under the provisions of the District's Worker's Compensation Insurance Fund.
2. Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident.
3. The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of the time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
4. For any days of absence from duty as a result of the same industrial accident, the employee shall endorse to the District any wage loss benefit check from the Worker's Compensation Insurance Fund which would make the total compensation from both sources exceed 100 percent of the amount the employee would have received as salary had there been no industrial accident or illness.
5. If the employee fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.
6. If disability goes beyond sixty (60) days, accrued leave will be adjusted on a prorated basis to the worker's compensation payments until such leave is exhausted.

I. JUDICIAL LEAVE

1. Employees will be provided leave for regularly called jury duty. The employee shall submit written notification of the reporting date as soon as he/she receives notice of jury duty.
2. The employee while serving jury duty will receive pay in the amount of the difference between the employee's regular earnings and any amount received for jury services. Employees may keep mileage compensation.
3. Employees will be provided up to ten (10) days paid leave to appear as a witness in court or as a litigant when required by the court to be present.
4. Employees who elect to postpone jury duty to non-work days shall be compensated at the current daily short-term substitute rate.

J. MILITARY LEAVE

Any employee who enters the active military service of the United States or the State of California, or such auxiliary services as the Merchant Marine or the American Red Cross, will be granted leave during the period of war or national emergency, and will receive regular salary for the first thirty (30) calendar days of such leave. The employee may return to a position within six (6) months after honorably leaving the service or being placed on inactive duty.

Members of the Armed Forces Reserve Corps or of the National Guard or Naval Militia are entitled to a temporary military leave not to exceed 180 days and will receive their regular salaries for the first thirty (30) calendar days of such leave. Employees shall attempt to schedule the training duty at a time which will not conflict with regular school duties.

K. STUDY LEAVE

At the discretion of the Board, any regular employee may be granted an unpaid leave of absence for one (1) year or less to pursue educational improvement and advancement.

L. SABBATICAL LEAVE

1. After completing seven (7) consecutive full school years of service, an employee will be eligible to apply for a leave of absence not to exceed a one (1) year period, or for a leave of one (1) semester. No employee shall be granted a sabbatical leave more than once in any eight (8) year period.
2. An applicant for a sabbatical leave must submit his/her request on the appropriate form by no later than March 1 of the school year preceding that in which the leave is requested. For second semester leaves, the deadline for application will be the preceding October 1.
3. Subsequent to the Superintendent's recommendation, the Governing Board may grant leave based on (a) the financial status of the District, (b) benefit of the proposed leave to the educational process.
4. Employees on sabbatical leave will receive fifty-five (55) percent of the salary they would have been paid during the period of leave and the appropriate salary schedule placement which would have been granted had the employee not been on leave.
5. The terms and conditions of the leave shall be agreed upon in writing and shall include a description of the sabbatical program and appropriate reporting procedures as may be designated by the Superintendent.
6. Sabbatical leave may be granted for the following purposes: professional study leave or research or travel and observation in connection with an approved study project.
7. No more than two (2) full-year sabbaticals may be granted in any school year.
8. The District agrees to pay the employee's medical premium up to the amount specified in Article 14: Job-Sharing.
9. The year following their return from a sabbatical, employees may make arrangements with STRS to repay both the employer and employee portion to gain maximum retirement service and salary credit. The leave of absence shall be considered as time in service to the District for salary schedule purposes. The leave of absence shall be considered as time in service in the District for retirement purposes.

M. HEALTH LEAVE

At the discretion of the Board, any regular employee of the District may be granted a leave of absence without pay for reasons of health, such leave to be specified for a period of not less than one (1) semester or more than one (1) year. Such leave may be extended in cases of serious health conditions.

Provisions for notice of intention to return will be the same as in regulations governing general leave, except that such notice will include a written statement from a medical practitioner or clinic designated and paid for by the District, certifying the employee's ability to return to service. Nothing in this provision shall be interpreted to prevent the District from taking whatever action it considers necessary to comply with state and federal law regarding handicapped or disabled employees.

N. LEGISLATIVE LEAVE

A permanent teacher who is elected to the Legislature shall be entitled to an unpaid leave of absence for the length of his term or terms in office.

1. The teacher on such leave shall notify the Board of his intended return at least twelve (12) weeks in advance.
2. The teacher on such leave shall be entitled to return to employment at the end of the leave but shall not be entitled to any of the other benefits accorded in this contract.

O. PERSONAL LEAVE WITHOUT PAY

1. Any employee may, at the discretion of the Board, be granted an unpaid personal leave for a period of time as follows:
 - a. Short-term leave without pay; not to exceed ten (10) working days.
 - b. Semester leave without pay; a leave of not less than one (1) semester.
 - c. School year leave without pay; a leave of not less than one (1) full school year.
2. In requesting such leave, the employee must state the specific reasons for the requested leave. Such requests must be filed in time to be acted on at a regular board meeting prior to the date on which the leave is to be begin. Medical, dental, and life insurance benefits will remain in full force and effect for short-term leaves as described in P.1; however, in semester and year-long leaves without pay, such benefits may remain in effect if all costs are paid by the employee.
3. Except for short-term personal leave without pay, the employee may be assigned to any teaching position in the District for which he/she is properly credentialed upon returning from leave.
4. Employees wishing to extend a semester leave, or school year leave without pay, must notify the District by March 1 for the fall semester, and by November 1 for the spring semester.

P. FAMILY CARE LEAVE AND MEDICAL LEAVE

1. Family care and medical leave consists of unpaid leave for a period of up to twelve (12) work weeks in a school year (July 1 through June 30) for one of the following reasons:
 - a. The birth or placement of a child for adoption or foster care with the employee within one (1) year of such birth or placement;

- b. To care for the employee's spouse, child, or parent with a serious health condition; or
- c. If an employee has a serious health condition that makes the employee unable to perform his or her job.

Family care and medical leave is separate and distinct from disability leave for pregnant employees. Pregnant employees may be entitled to a disability leave in addition to a family care and medical leave.

Effect of Family Care and Medical Leave on Pregnancy Disability Leave below describes in detail the interplay between pregnancy leave and family care and medical leave.

If the leave is requested for the placement or birth of a child, and both parents are employees of the District, the total amount of family care and medical leave for both parents is limited to twelve (12) weeks.

2. Definitions

- a. "Accumulated sick leave" means days of sick leave the employee earned in previous school years and has not taken, thereby accruing a balance from year to year.
- b. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis who is either (a) under eighteen (18) years old or (b) over eighteen (18) years old and incapable of self-care because of a mental or physical disability.
- c. "Differential pay sick leave" means the right to receive the difference between an employee's regular salary and the amount of money the District pays a substitute.
- d. "Employee benefits" means all benefits provided or made available to employees by the District, including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions, regardless of whether such benefits are provided by a practice or written policy of the District or through an employee benefit plan as defined in Section 3(3) or the Employee Retirement Income Security Act of 1974 (29 U.S.C. 1002 (3)).
- e. "Employment in the same position" means employment in the position which the employee held prior to taking a family care and medical leave.
- f. "Employment in equivalent position" means a position that has the same or similar duties, pay, and employment benefits which can be performed at the same or similar geographic location as the position held prior to the leave.
- g. "Group health plan" means any plan provided or contributed to by the District to provide health care (directly or otherwise) to the employers, employees, former employees, or the families of such employees or former employees.
- h. "Health care provider" means an individual:
 - (1) holding a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate; or
 - (2) duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition; or

- (3) who has been determined by the United States Secretary of Labor to be capable of providing health care services under the Family and Medical Leave Act of 1993.
- i. "Industrial accident and illness" means a work-related injury or illness.
- j. "Intermittent leave" means a leave taken in separate blocks of time due to a single illness or injury and may include leave periods from one (1) hour or more to several weeks.
- k. "Parent" means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or someone who stood in loco parentis to an employee when the employee was a child.
- l. "Reduced leave schedule" means a leave schedule that reduces an employee's usual number of working hours per day or per week.
- m. "Serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either of the following:
 - (1) Inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility; or
 - (2) Continuing treatment or continuing supervision by a health care provider.
- n. "Sick leave" means days for which an employee is paid but is not required to work because of illness or injury.
- o. "Spouse" means a husband or wife according to California law.

3. Eligibility for Family Care and Medical Leave

Employees are required to have completed more than twelve (12) months of continuous service with the District to be eligible for family care and medical leave. Continuous service consists of full-time or part-time employment for the number of months customarily worked by employees in that job classification. If an employee separates from service after attaining more than one (1) year of continuous service and is not subsequently re-employed by the District, the employee is not eligible for family care and medical leave until he or she completes another year of service. Employees are required to have completed 1,250 hours of service in the twelve (12) months preceding the leave for eligibility.

4. Right to Family Care and Medical Leave

Subject to the terms and conditions stated in this policy, an eligible employee shall be granted an unpaid family care and medical leave for up to a total of twelve (12) work weeks in a school year (July 1 through June 30) after making a request for such leave in accordance with the procedures set forth below.

A request for family care and medical leave must comply with the applicable notice requirements described below. Appropriate certification as described in Certification of Serious Health Condition From Health Care Provider below is also required.

5. Requests for Family Care and Medical Leave

- a. If the employee learns of facts necessitating a family care and medical leave more than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District immediately. A minimum of thirty (30) calendar days written notice is required.

- b. If the employee learns of facts necessitating the family and medical care leave less than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District as soon as possible.

The employee is required to provide the District with written notice within five (5) working days of learning of the need for the leave.

- c. If the employee's need for the leave is foreseeable due to a planned medical treatment or planned supervision of the employee, or that of a child, parent, or spouse with a serious health condition, the employee shall consult with the District regarding the scheduling of the treatment or supervision so as to prevent undue disruption to the operations of the District. Any scheduling of treatment or supervision shall be subject to the approval of the health care provider of the individual with the serious health condition. In any event, thirty (30) calendar days written notice is required.

6. Certification of Serious Health Condition From Health Care Provider

- a. If the employee is requesting the leave to care for a child, parent, or spouse with a serious health condition, the District may require certification of the serious medical condition by the individual's health care provider.
 - (1) The certification shall include:
 - (a) the date on which the serious health condition commenced;
 - (b) the probable duration of the condition;
 - (c) an estimate of the time that the health care provider believes the employee needs to care for the individual requiring the care;
 - (d) a statement that the serious health condition warrants the participation of the employee to provide care for the employee's child, parent, or spouse.
 - (2) If additional leave is requested beyond the period stated in the certification, the District may require the employee to obtain re-certification in accordance with the procedures set forth above.
 - (3) The District may require the employee to undergo an examination by a health care provider of the District's choice to obtain a second opinion. If the second opinion differs from the opinion in the original certification, the District may require the employee to undergo a third examination conducted by a health care provider jointly selected by the District and the employee. The third opinion shall be binding on the District and the employee. All subsequent opinions obtained after the initial certification shall be at District expense.
 - (4) Prior to returning to work after an employee has been granted family care and medical leave for his or her own serious medical condition, the District may require the employee to obtain certification from his or her health care provider that the employee is able to resume his or her duties.

7. Right to Reinstatement

- a. In general, an employee returning from a family care and medical leave shall be assigned to the position he or she occupied prior to the leave, or an equivalent position with equivalent terms and conditions of employment, including employment benefits such as pay, working conditions, privileges, and status. Additionally, an employee's use of family care and medical leave will not result in

the loss of any other employment benefit that the employee earned or was entitled to before using the leave.

8. Intermittent or Reduced Schedule Leave

- a. Leave taken because of the serious health condition of the employee or the employee's spouse, child, or parent may be taken intermittently or on a reduced schedule leave when medically necessary. Intermittent or reduced schedule leave shall not result in a reduction of the total amount of family care and medical leave to which the employee is entitled pursuant to state and federal law. Leave taken because of the birth of a child or placement of a child with the employee shall not be taken intermittently or on a reduced schedule leave unless expressly agreed to by the District and the employee.
- b. If an employee requests intermittent leave, or a reduced schedule leave, the District may require the employee to transfer temporarily to an available alternative position. The alternative position must be one which the employee is qualified for, which has equivalent pay and benefits, and better accommodates the recurring periods of leave than the employee's regular position.

9. Terms of Family Care and Medical Leave

- a. Leave taken pursuant to the policy is unpaid leave. However, an eligible employee may elect, or the District may require the employee, to substitute accrued paid sick leave, differential pay sick leave, or other paid leave for any part of the twelve (12) week period. Nothing in this policy shall require the District to provide paid sick leave or paid medical leave in any situation in which the District would not otherwise provide any such paid leave.

In the event the employee elects or is required to use sick leave, the accumulated sick leave shall be used first. After the accumulated sick leave is exhausted, the employee may elect, or the District may require the employee, to use any available differential pay sick leave during the period of the family care and medical leave.

Because family care and medical leave is limited to a duration of twelve (12) work weeks, it is unlikely the employee will run out of differential pay sick leave within the duration of the family care and medical leave for a particular individual's serious health condition.

- b. During the period of family care and medical leave, the District shall maintain coverage under any group health plan (as defined in Section 5000(b) (1) of the Internal Revenue Code of 1986) for a maximum of twelve (12) work weeks. The coverage shall be under the same terms and conditions as if the employee had continued in employment for the duration of the leave. The District may collect the amount of premiums paid by the District from the employee if the employee fails to return from leave after the contemplated time period for a reason other than the continuation, recurrence, or onset of a serious health condition.
- c. During the period of the family care and medical leave, the employee is entitled to participate in pension and retirement plans (hereinafter, "retirement plans") and supplemental employment benefit plans to the same extent and under the same conditions as would apply to any other unpaid personal leave granted by the District for any reason other than family care and medical necessity.

The District is not required to make plan payments to any retirement plan or to count the leave period for purposes of "time accrued" under any such retirement plan during the unpaid portion of the leave period. However, during the portion of the leave period wherein the employee has elected or the District has required the employee to utilize accrued vacation or other paid leave, applicable payments will be made to the retirement plan. In addition, accrued vacation or other accrued paid time off shall count towards "time accrued" under the retirement plan in the same manner as if the employee had utilized the paid leave other than for family care and medical leave. Employees are allowed to continue making contributions to their retirement plan, in accordance with the terms of the plan, during the unpaid portion of the leave.

- d. The employee shall maintain employee status during the period of the family care and medical leave. The leave shall not constitute a break in service for purposes of seniority and/or longevity.
- e. The employee returning from family care and medical leave shall return with no less seniority than the employee had when the leave commenced for purposes of layoff, recall, promotion, job assignment, and seniority-related benefits, such as vacation.

Other than as set forth in this policy, the District shall not discharge, fine, suspend, expel, discriminate in any fashion against, or refuse to hire any individual who:

- (1) utilizes the family care and medical leave set forth in this policy;
- (2) gives information or testimony regarding the employee's own family care and medical leave, or another employee's family care and medical leave, in any inquiry or proceeding related to family care and medical leave.

10. Effect of Family Care and Medical Leave on Pregnancy Disability Leave

- a. Leave Available: Leave taken under a pregnancy disability policy runs concurrently with family care and medical leave under federal law, but not family care and medical leave under California law. Consequently, an eligible employee may take a pregnancy disability leave of up to four (4) months and a family care and medical leave of up to twelve (12) work weeks, for a combination of four (4) months plus twelve (12) weeks (approximately seven (7) months).

In order to be eligible for a combination pregnancy disability/family care and medical leave, pregnant employees must meet the eligibility requirements set forth above.

- b. Compensation During Leave: Leave necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom shall be treated the same as sick leave. Consequently, an employee shall utilize sick leave and any available differential pay sick leave during the period of the pregnancy disability/family care and medical leave.

The accumulated sick leave shall be used first. After the accumulated leave is exhausted, the employee shall use any available differential pay sick leave.

The employee may also elect, or the District may require the employee, to utilize any other paid leave during the pregnancy disability/family care medical leave. Nothing in this policy shall require the District to provide paid sick leave or paid medical leave in any situation in which the District would not otherwise provide any such paid leave.

- c. Benefits During Leave: The District shall maintain coverage under any group health plan (as defined in Section 5000(b) (1) of the Internal Revenue Code of 1986) for employees who are eligible for combination pregnancy disability/family care and medical leave for the amount of time the employee utilizes accumulated and differential pay sick leave. In addition, the District shall maintain coverage for a maximum of twelve (12) work weeks of unpaid leave taken pursuant to this policy. In some instances, the District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination pregnancy disability/family care and medical leave.

Employees on a combination pregnancy disability/family care and medical leave whose paid coverage ceases in accordance with this policy may continue their group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium. Employees should contact their supervisor or the District Office for further information.

- d. Reinstatement: In general, employees returning from a combination pregnancy disability/family care and medical leave shall be reinstated pursuant to the reinstatement rights set forth above.

However, if an employee returning from pregnancy disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the District's obligations to that employee may be governed by the Americans with Disabilities Act.

11. Effect of Family Care and Medical Leave on Industrial Accident or Illness Disability Leave

- a. Leave Available: Leave taken under any industrial accident or illness disability policy runs concurrently with family care and medical leave under both federal and state law.
- b. Benefits During Leave: The District shall maintain coverage under any group health plan (as defined in Section 5000(b) (1) of the Internal Revenue Code of 1986) for employees who are eligible for combination industrial injury or illness disability/family care and medical leave for a maximum of twelve (12) work weeks. In some instances, the District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination industrial injury or illness disability/family care and medical leave.

Employees on a combination industrial injury or illness disability/family care and medical leave whose paid coverage ceases after twelve (12) work weeks may continue their group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium. Employees should contact their supervisor or the District Office for further information.

- c. Reinstatement: In general, employees returning from a combination industrial injury or illness disability/family care and medical leave shall be reinstated pursuant to the reinstatement rights set forth above.

However if an employee returning from industrial injury or illness disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the District's obligations to the employee may be governed by the Americans with Disabilities Act.

ARTICLE 10: EVALUATION

A. PROCESS

1. The unit member shall be given copies of his/her job description along with the program goals and/or objectives of the District, school, grade level, or department subsequent to their employment in the District and prior to beginning their annual evaluation.
2. Unit members shall submit teaching plans to prime evaluators as required.
3. The Governing Board goals of the District will be reviewed throughout the evaluation process.

B. TECHNIQUES FOR EVALUATION

1. Evaluation is based upon direct classroom observations of instructional techniques and strategies, adherence to curriculum, learning environment, and professional responsibilities and duties.
2. Observations will include those that are both scheduled and nonscheduled, consisting of one (1) teacher-requested observation at a time acceptable to the prime evaluator and at least two (2) nonscheduled observations by the prime evaluator. Scheduled observations shall be arranged by the evaluator and the employee at least two (2) days in advance of the occurrence.

C. EVALUATION SUMMARIES

1. Summaries of the classroom observations/evaluations are to be written by prime evaluators according to the following schedule:
 - a. Non-tenured teachers: annually
 - b. Tenured teachers with satisfactory or better evaluations: once in each two (2) year period

Teachers in category b. above will have evaluation summaries completed according to a rotational cycle developed and/or approved by the superintendent. Those teachers may remain on a multi-year evaluation cycle for as long as teaching performance is judged to be satisfactory by the prime evaluator and/or the Superintendent. Any teacher's performance or action determined by the prime evaluator and/or the Superintendent to be less than satisfactory will cause such teacher's evaluation to be written on a yearly basis until such time as all performance and actions have once again been rated as satisfactory for a three (3) year period.
 - c. Unit members with permanent status who have been employed at least ten (10) years with the school district, are highly qualified as defined by the Federal No Child Left Behind Act of 2001, and whose previous evaluation rated the employee as meeting or exceeding standards, shall be evaluated every 5 years if the unit member and evaluator agree to this schedule. The unit member or evaluator may withdraw consent at any time. Should the unit member or

evaluator withdraw consent, notice and the cause shall be provided to either party in a timely manner. This provision shall be implemented effective 7/1/05. Those unit members evaluated during the 2005-2006 school year and who meet the qualifications set forth above shall be eligible for the five year evaluation cycle.

- d. Hourly unit members shall be evaluated annually. The evaluation process shall include one observation and follow up conference on or before March 1 and a final evaluation on or before May 1.

D. EVALUATION PROCESS TIMELINES

- a. **Before October 15** of each school year, evaluators will organize and conduct a meeting with employees eligible for evaluation. The unit member shall be provided a copy of the Description of Practice and a description of the evaluation process.
- b. **Before October 15** of each school year, a meeting between the evaluator and each unit member will be held in order to discuss the specifics of the evaluation procedure selected including outcomes and expectations for this evaluation period.

E. STANDARDS BASED EVALUATIONS

1. This evaluation option is based on the six (6) California Standards for the Teaching Profession and the supporting elements in each standard.
2. The primary evaluator and the unit member shall receive training in Standards Based evaluation.
3. All new teachers participating in an approved Induction Program shall select two standards aligned with their Induction Program.
4. The primary evaluator and unit members shall mutually agree on two standards as the basis for the annual evaluation.
5. Timeline for Standard-based evaluation
 - a. Permanent teachers who received Meets/Exceeds on **BOTH** standards on their evaluation from the prior evaluation cycle will have two (2) formal observations- one (1) unscheduled and one (1) scheduled.
 - b. All probationary teachers and teachers who **did not** receive Meets/Exceeds on both standards on their final evaluation from the previous evaluation cycle will have three (3) formal observations – one (1) unscheduled and two (2) scheduled.
 - c. At least one (1) observation and follow-up conference with the prime evaluator will occur by **December 1**.
 - d. At least one (1) additional observation and follow-up conference will occur by **March 1**.
 - e. For those teachers receiving three (3) observations, the additional observation and follow-up conference will occur by **April 15**.

- f. The final evaluation conference will occur by **May 1**. At this conference the primary evaluator will provide the final evaluation to the unit member.
- 6. Whenever the evaluator perceives that a unit member's evaluation may be less than satisfactory, the following will occur:
 - a. The evaluator shall schedule a conference.
 - b. During this conference, the evaluator will notify the member, orally and in writing, of specific objectives where satisfactory progress is not being met.
 - c. The evaluator shall develop an improvement plan and suggest resources available, and a timeline for monitoring progress.
 - d. When an evaluator indicates areas for improvement on an evaluation, an employee may request an additional observation.
 - e. An observation report will be completed, submitted to the employee, and filed with the original evaluation in the employee's personnel file.
 - f. This conference must take place no less than forty (40) teacher work days before the end of the school year.
- 7. Procedure for final evaluation summary
 - a. The prime evaluator shall write the Final Evaluation Summary on a form providing space for the teaching certificated employee to comment or state disagreement with the prime evaluator's evaluation.
 - b. The teaching certificated employee shall sign this summary, thus indicating that he/she has had opportunity to discuss the summary and to enter comments or disagreements.
 - c. The certificated employee may attach a statement to the final evaluation summary or a classroom observation report within ten (10) working days of signing the summary or report. This written response shall be permanently attached to the evaluation.
 - d. When a certificated employee is assigned to more than one (1) site, the final evaluation will be done by the home school principal.

F. ALTERNATIVE EVALUATION PROGRAM

- 1. PROFESSIONAL GROWTH EVALUATION: Primary evaluators will invite selected certificated staff members to participate in this Alternative Evaluation option. To participate in this option, teachers shall meet the following requirements:
 - a. Nomination by his or her primary evaluator
 - b. Five (5) years of full-time certificated experience that meets or exceeds standards in the Lemon Grove School District.
 - c. Some form of recognition for work-related experience, including but not limited to the following:
 - (1) Teacher of the Year recognition

- (2) Mentor teacher recognition/BTSA Support Provider/PAR Consulting teacher
 - (3) Leadership in District curriculum projects or committees
- d. These unit members will meet with the primary evaluator to discuss the overall alternative evaluation process and the procedures to be followed in this option. Unit members will meet individually with the primary evaluator to develop a goal, or goals, to be used as part of the evaluation process. Participants in the Program may not withdraw from this year-long evaluation option during the course of the school year. The primary evaluator and unit member will determine the criteria for evaluating goals. The following information summarizes the types of evaluation methods that may be used to determine attainment of goals:
- (1) Portfolio Assessment - The certificated employee will assemble a portfolio of materials to illustrate progress in meeting a goal or goals. Sample portfolio items may include a log of activities, student work, examples of assignments or curriculum, photographs, video tapes, or student evaluation of activities.
 - (2) Peer Coaching - A peer coach will be selected by the certificated employee and primary evaluator. The peer coach must meet the same eligibility requirements as the Alternative Evaluation Program participant. The purpose of the peer coach is to provide focus through reflective feedback on meeting a goal or goals. The peer coaching will include several meetings for pre-conferences, observations, modeling, and discussion.
 - (3) Classroom Action Research - The certificated employee will outline a specific concept, instructional strategy, or learning theory to be researched and implemented in his or her work. The research project will include specific evaluation methods and documentation.
- e. Regardless of the method selected, the process will include regularly scheduled interactive sessions regarding the certificated staff members' progress on identified goals.
- f. Certificated staff members and primary evaluators participating in the Professional Growth Evaluation Option will complete an end-of-year summary on their work not later than thirty (30) days before the last school day. Each certificated employee participating in this option will provide a written self-analysis on the progress toward meeting the established goal or goals. The primary evaluator may provide a written response. An alternative evaluator goals form will be developed to document this process. The form will be filed in each participant's personnel file.

G. PERSONNEL FILES

1. If materials contained in a public charge is to become part of an employee's personnel file, that employee shall be entitled to meet with his/her immediate supervisor prior to such placement and to prepare and attach a written response to such material.
2. A certificated employee's personnel file is available for review during normal business hours of the District Office. A copy of any material contained in the personnel file shall be furnished to the employee upon request.

ARTICLE 11: PEER ASSISTANCE AND REVIEW

A. Preamble

As per Education Code Sections 44500-45008, the Lemon Grove Teachers Association and the Lemon Grove School District have agreed to cooperate in the design and implementation of the Peer Assistance and Review Program as outlined in the following article. The purpose of the Peer Assistance and Review Program is to improve the instructional and professional practices of the participating unit members.

The Peer Assistance and Review program shall be a comprehensive program incorporating staff development, peer assistance, peer coaching, and professional accountability.

B. Peer Assistance and Review (PAR) Council

1. The PAR Council will consist of five (5) members. Three (3) members of the PAR council will be selected by the Association, one (1) member being the LGTA President or designee and two (2) members appointed by the District, one (1) member being the Associate Director of Human Resources. Membership will be staggered at the beginning with one (1) LGTA member and one (1) management member to serve a one (1) year term, one (1) LGTA member and one (1) management member to serve a two (2) year term, and one (1) LGTA member to serve a three year term. The President of LGTA or designee and Assistant Superintendent, Human Resources will be automatic members. After this, terms will be for three (3) years.
2. The PAR Council will establish the internal operational procedures of the Council, including the method of selection of a Chairperson. PAR Council meetings shall be closed. Chairpersons shall serve one (1) year terms and shall alternate between teachers and administrators. The Council will develop conflict of interest guidelines.
3. The PAR Council will adopt guidelines for implementing the provisions of this Article. Said guidelines will be consistent with the provisions of the Agreement and the law, and to the extent that there is an inconsistency, the Agreement will prevail and to the extent the agreement is inconsistent with the law, the law will prevail. A copy of the adopted Rules and Procedures will be distributed annually to all bargaining unit members and administrators. Decisions will be made by consensus where possible. Should a vote be required, a majority vote of those present will be required.
4. The PAR Council will establish the meeting schedule. To hold meetings, a quorum of the PAR Council must be present. Such meetings may take place during either the work day, in which event the teachers who are members of the Council will be released from their regular duties without loss of pay or outside the work day at per diem hourly rate. PAR Council teacher members shall receive a \$1500 yearly stipend for services on the Council. During the first year, the PAR Council will receive a \$2500 stipend in recognition of the necessary work in setting up the Council for the first time.
5. The PAR Council shall be responsible for selecting Consulting Teachers/BTSA Support Providers (defined in Section D). Written confirmation of participation in the PAR Program will be provided by the PAR Council to participating teachers, referred teachers, principals or immediate supervisors, and Consulting Teachers/BTSA Support Providers.
6. The PAR Council will assign the Consulting Teacher to any referred teacher. The referred teacher has the right to meet with the PAR Council to discuss the assignment of the Consulting Teacher within two (2) weeks of notification of the assigned Consulting Teacher. The PAR Council assignment is final.
7. All proceedings and materials related to evaluation, reports and other personnel matters shall be strictly confidential. Therefore, PAR Council members and Consulting Teachers

may disclose such information only as necessary to administer this Article. The program shall expect and strongly encourage a cooperative relationship between the consulting teacher and the principal with respect to the process of peer assistance and review Education Code 44500 (b) (4).

8. The PAR Council will determine and participate in training necessary to perform the Council duties.
9. The PAR Council will approve trainers and/or training providers for the Consulting Teachers prior to the Consulting Teachers participation in the Program.
10. The Par Council will review the final report prepared by the Consulting Teacher and make a recommendation(s) to the Governing Board or designee regarding the Referred Participating Teacher's progress in the PAR Program, including forwarding to the Governing Board the name of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement. The annual report to the Board will occur in June each year.
11. The PAR Council shall annually evaluate the impact of the PAR Program in order to improve it. The PAR Council will submit any recommendations for improving the Program to the Governing Board and Association.
12. The PAR Council will determine the number of Consulting Teachers/BTSA Support Providers in any school year, guided by and subject to such factors as the number of Referred, Voluntary and Beginning teachers and available funds not to exceed the funded amounts pursuant to ABX1 and BTSA.
13. The PAR Council shall develop and submit a budget recommendation to the Governing Board to include, but not be limited to, stipends, release time, clerical time, training, consultants, and indirect costs.
14. Priorities for service to teachers will be as follows: Referred teachers, *and* beginning teachers, and then volunteering teachers.

C. Participating Teachers

1. A Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. It is the intent of both parties to revise the evaluation article prior to the 2001-02 school year. (The areas for assistance and coaching listed above will reflect the changes to the evaluation article.) There are three (3) categories of Participating Teachers.
 - a. Beginning Teacher – *Special Education Teacher*
 - (1) A. Fully credentialed 1st or 2nd year teacher
 - B. Intern Teachers
 - C. Teachers with Emergency Permits
 - D. Experienced teachers who are new to the District
 - (2) Beginning Teachers in A. and B. above must be served prior to assigning teachers in C. and D. to a BTSA Support Provider.
 - (3) The PAR Program for beginning unit members will be the Beginning Teacher Support and Assessment (BTSA) Program.
- b. Referred Teacher Participants
 - (1) The purpose of participation in the PAR Program is to help veteran teachers in need of development in instructional skills, classroom management, knowledge of subject, and related aspects of teaching

performance. (It is the intent of both parties to revise the evaluation article prior to the 2001-02 school year. The areas for assistance and coaching listed above will reflect the changes to the evaluation article.) Permanent unit members shall be required to participate in the PAR Program as a result of an unsatisfactory final evaluation.

- (2) This Article does not expand nor diminish the unit member's ability to grieve an evaluation as specified in the negotiated contract between the parties.
- (3) The Consulting Teacher will provide assistance to a Referred Teacher from semester to semester; following each full semester the Consulting Teacher shall indicate whether the Referred Participating Teacher is benefiting from the assistance and whether or not further assistance will be productive. The Consulting Teacher will submit a final written summary report to the PAR Council by May 1 if the Referred Teacher has been in the program for at least one (1) full semester. The Consulting Teacher may submit a final report prior to the end of a full semester if she/he believes further assistance will not be productive because significant improvement has occurred. A copy of the report shall be provided to the Referred Teacher who shall have the right to submit a written response to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the PAR Council to discuss the report and to be represented at this meeting.
- (4) Results of the Participating Teacher's mandated participation in the PAR Program shall be made available as part of their evaluation.
- (5) The results of the Participating Teacher's participation in the PAR Program shall be made available for placement in the personnel file of the referred teacher receiving assistance.

c. Volunteer Teacher Participants

1. A permanent unit member who seeks to improve his/her teacher performance may request the PAR Council to assign a Consulting Teacher/BTSA Support Provider to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher/BTSA Support Provider will play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The volunteer teacher may terminate his/her participation in the PAR program at any time without a requirement to give a reason for said request.
2. Unless requested by the volunteer teacher information obtained by the Consulting Teacher/BTSA Support Provider while working with the volunteer teacher cannot be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process.

D. Consulting Teachers/BTSA Support Providers

1. A Consulting Teacher/BTSA Support Provider is a permanent unit member who provides assistance to a Participating Teacher pursuant to the PAR program. Consulting teachers possess the following qualifications:

- a. Must have permanent status and at least five (5) years of recent experience as

- classroom teacher.
 - b. Demonstrated exemplary teaching ability.
 - c. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
 - d. Ability to communicate effectively both orally and in writing.
 - e. Ability to work cooperatively and effectively with others.
2. A Consulting Teacher provides assistance to participating teachers in improving instructional performance. This assistance will typically include:
 - a. Set and discuss performance goals with the Participating Teacher. Assist in developing an Individual Performance Plan (IPP).
 - b. Multiple observations of the Participating Teacher during periods of classroom instruction.
 - c. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which in their professional judgment, will assist the Participating Teacher.
 - d. Meet and consult with the Principal or designee of a Referred Participating Teacher.
 - e. Demonstrate good teaching strategies and practices to the Participating Teacher.
 - f. Use school district resources to assist the Participating Teacher.
 - g. Monitor the progress of the Participating Teacher and maintain a written record.
 - h. Provide status reports to the PAR Council regarding a referred teacher.
 3. BTSA Support Providers will provide support to beginning teachers in accordance with the BTSA grant program design.
 4. Consulting teacher/BTSA Support Provider positions will be filled as follows:
 - a. A notice of vacancy will be posted
 - b. Applicants shall submit an application form.
 - c. Applicants shall submit at least three (3) references from individuals who have direct knowledge of the applicant's abilities.
 - d. Consulting Teachers/BTSA Support Providers shall be selected by a majority vote of the PAR Council after a minimum of two (2) representatives of the PAR Council have conducted a classroom observation of all final candidates. Whenever possible, classroom observations shall be made by at least one administrator and at least one teacher from the PAR Council.
 5. Consulting Teachers/BTSA Support Providers will be trained to both offer peer assistance and to understand the specific functions of the PAR Program. The Council will monitor and evaluate the effectiveness of the Consulting Teachers/Support Providers and make decisions regarding their continuation in the Program. The PAR Council may remove a Consulting Teacher/BTSA Provider from the position at any time because of the specific needs of the PAR Program, inadequate performance of the Consulting Teacher/BTSA Support Provider or other just cause. Prior to the effective date of such removal, the PAR Council will provide the Consulting Teacher/BTSA Support Provider with a written statement of the reasons for the removal, and, at the request of the Consulting Teacher/BTSA Support Provider, will meet with him/her to discuss the reasons. Since the stipend for a Consulting Teacher/Support Provider is granted on a monthly basis, the stipend will discontinue, the month following removal of a Consulting Teacher/BTSA Support Provider.
 6. The term of the Consulting Teacher/BTSA Support Provider shall be two (2) years. There is no limit set as to how many consecutive terms a person may serve.

7. In addition to the regular salary, BTSA Support Provider shall be paid an annual stipend of \$2000 for working with one (1) teacher. The BTSA Support Provider shall be paid an additional annual stipend of \$1500 for each additional teacher—maximum three (3). In addition to their regular work year, they may be required to work additional days and receive per diem compensation, provided the days have been recommended by the PAR Council and pre-approved by the Superintendent or designee.
8. In addition to the regular salary, Consulting Teachers shall be paid an annual stipend of \$2000. In addition to their regular work year, they may be required to work additional days and receive per diem compensation, provided the days have been recommended by the PAR Council and pre-approved by the Superintendent or designee.
9. Either a Consulting Teacher or BTSA Support Provider may be appointed by the PAR Council to work with a Volunteer Teacher up to a maximum of ten (10) hours per year. The Consulting Teacher/BTSA Support Provider shall be paid \$50 per hour.
10. Prior to working with a Participating Teacher, the Consulting Teacher will meet with the Superintendent or designee to review and discuss the basis for referral to the PAR Program. The PAR Program encourages a cooperative relationship between the Consulting Teacher, Participating Teacher and the Superintendent with respect to the process of Peer Assistance and Review.
11. At the request of the Participating Teacher or the Consulting Teacher/BTSA Support Provider, the PAR Council may assign a different Consulting Teacher/BTSA Support Provider to work with the participating teacher at any time during the year. Requests for changes to be effective during the school year and which are submitted after being in the program thirty (30) school days are discouraged. The decision of the PAR Council is final.
12. Nothing herein shall modify or in any manner affect the rights of the District and/or Governing Board under provisions of Education Code relating to employment, classification, retention or non-reelection of certificated employees. Nothing herein shall modify or affect the District's right to issue notice (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code Section 44938.

ARTICLE 12: CLASS SIZE

A. Whenever administratively practicable and whenever the District's financial resources allow, the following pupil/teacher ratios shall be maintained:

- | | | | |
|----|--------|------|----------------------------|
| 1. | K/EK | 30:1 | Individual classroom basis |
| 2. | 1-3 | 30:1 | Individual classroom basis |
| | or K-1 | 30:1 | Individual classroom basis |
| 3. | 4-5 | 30:1 | Individual classroom basis |
| 4. | 6-8 | 27:1 | Individual school basis |

The above individual classroom basis ratios will include special day class students who are mainstreamed into regular classes for activities other than P.E. or periodic experiences in art, music, or drama. Special education teachers will not be counted in the student/teacher ratio. A supplemental mainstream report will be prepared on about the second Friday of each month, or more frequently if requested by the Superintendent.

5. Special education classes shall be maintained at sizes which are consistent with appropriate special education regional guidelines and all legal procedures related to placements of such students or mainstreaming of such students will be followed.
 6. If an individual SDC Class reaches fifteen (15) students, the site principal shall call a meeting with the impacted teacher, an LGTA representative, and the Director of Student Services to discuss possible remedies.
- B. Teachers will be expected to make placement recommendations to the principal each spring leading to the development of class rosters for the fall which are based upon full and cooperative participation by all teachers
- During the school year, teachers and principals will maintain ongoing communication on student needs, teacher strengths, and class composition. When new students enter schools during the course of the school year, principals will make all attempts to place such students on the basis of an assessment of the new student and an assessment of the composition of existing classes in which the new student might be placed. The principal will discuss the placement of new students with those teachers who receive such students.
- When the above ratios are exceeded, the school, with District Office participation, will encourage parents to enroll new students at nearby schools in the District which have lower enrollments in the affected grade level.
- C. **Combination Classes**
1. Teachers will have input regarding the composition of combination classes.
 2. Administrators will, insofar as possible, organize combinations with no less than 1/4 of the total class in any one (1) grade level
 3. Teachers may volunteer to teach a combination class. If no one volunteers to teach the combination class, then it is assigned on a rotational basis fair and equitably.
 4. Unit members teaching combination classes will be exempt from one major adjunct duty/professional assignment.
 5. Those teachers new to the profession (two years or less) will not be assigned a combination class, whenever possible.
- D. The Principal Advisory Committee and the LGTA professional relations representative at each site shall receive the weekly enrollment report for the District. When this group determines that class size is a problem because the above ratios have been exceeded, they will work collaboratively to identify the specific cause of the class size increase and work together to resolve the problem. Within five (5) days of this discussion at a Principal's Advisory Committee meeting, the site administrator will provide the committee with a written analysis of the class size situation and the action that may be taken to resolve the situation.
- E. If a mutually agreeable settlement and solution cannot be reached at the school site, the teacher may request that the Assistant Superintendent, Human Resources or the Superintendent be involved in further discussions aimed at resolution. The results of such involvement between school site personnel and a District-level administrator will be placed in writing if so requested by teacher(s).
- F. Upon request, a copy of any routinely prepared enrollment reports will be provided to the Association President.

ARTICLE 13: SAFETY CONDITIONS OF EMPLOYMENT

A. UNSAFE OR UNSANITARY CONDITIONS

Employees shall notify their principal or designee and may notify the District Safety Committee

chairperson in writing concerning an unsafe or unsanitary condition in the District directly affecting their physical welfare. The principal or designee shall acknowledge receipt of the written condition. The p (24) hours of the receipt of the written request.

B. SAFETY/STUDENT DISCIPLINE NOTIFICATION

1. No later than October 1 each year, the principal will review the school discipline plan with all certificated staff.
2. Safety and discipline concerns that exist at each site shall be addressed through the Principal's Advisory Committee.
3. A District wide safety committee shall meet at least quarterly to address dist-wide safety issues. The Association shall appoint no less than three (3) representatives to the committee. An annual report shall be submitted to the school board no later than February 1 of each year. Any report will ensure that privacy, confidentiality and legal privileges will be preserved.

C. PHYSICAL THREAT OR ASSAULT/BATTERY

1. Unit members shall immediately report to their principal or designee and to the proper law enforcement authorities all threats of physical harm or cases of assault and/or battery suffered by them in connection with their employment.
2. Any student who has caused, attempted to cause, or threatened to cause physical injury to a teacher shall be suspended in accordance with District student discipline procedures (See Teacher Handbook). A student involved in a threat or assault on an employee will not be returned to that employee's class/es or program/s until the principal or designee has had a conference with the employee.
3. The principal or designee shall inform the affected unit member within twenty-four (24) hours of the action taken or action to be taken involving any threat or assault.
4. All personnel are expected to follow the appropriate procedures included in the Teacher Handbook and labeled "Physical Threat or Assault."
5. When a principal or designee becomes aware of a threat of serious personal injury against any employee(s), the employee(s) against whom the threat was made shall be immediately notified by the principal or designee. Further, the principal or designee shall immediately notify the proper law enforcement authorities and district administration. The principal or designee shall immediately take any necessary steps to protect the employee(s). The principal or designee shall inform the affected employee(s) they have the right to be released from further responsibilities without loss of pay or benefits until the threat is appropriately resolved.

D. PRINCIPAL DESIGNEE

An administrative assistant or assistant principal will be designated at each school to serve in the absence of the principal.

E. LIFTING STUDENTS

When an employee is required within the scope of his or her employment to lift a student, and said lifting creates a safety concern, the District will explore alternatives to resolve the safety issue.

F. SPECIALIZED HEALTH CARE PROCEDURES

Unit members, other than qualified school nurses, shall not be requested or required to perform any medical procedure on a student. Teachers will attend training on said procedures in order to be prepared to respond in an emergency situation.

G. DRUGS, TOBACCO AND ALCOHOL

1. The District and the Association have an important interest in providing a safe, healthful working and learning environment for employees and pupils. In this Article the following definitions apply:
 - a. Workplace. All District property and any place away from the District where District students are engaged in a school-related activity.
 - b. Scope of Employment. Any duties performed as a District employee. Exclusions are conferences, LGTA and District social functions where District students are not present.
 - c. Reasonable Suspicion. A belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of a substance so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. Reasonable suspicion may result from actual observation of the use or ingestion of a substance by an employee. It may be based on reliable information that the employee is currently using or has recently used or possessed a controlled substance, or open container with alcohol on the job. Reasonable suspicion may result from an observation of physical symptoms such as, but not limited to, slurred speech, red and/or watery eyes, unsteady gait, dilated pupils or sleeping on the job.
2. No employee shall smoke at any workplace. No employee shall smoke in the presence of a pupil or another employee while acting within the scope of employment. Possession of legal tobacco or tobacco products is not prohibited.
3. The District will reasonably accommodate any employee with an alcohol or drug dependency, as long as such reasonable accommodation does not impose an undue hardship on the District. Sick leave and/or contractual unpaid leave may be used by an employee for treatment or rehabilitation of an alcohol or drug dependency by a physician or other professional specializing in such treatment or rehabilitation. An employee will be permitted to participate in outpatient treatment and inpatient treatment before a final dismissal.
4. All employees must notify the Superintendent in writing within five (5) days of any drug statute conviction or of any driving under the influence of drugs or alcohol conviction for a violation occurring in any workplace or while the employee is acting within the scope of employment. A conviction includes any finding of guilt, including a no contest plea, or imposition of a sentence by any judicial body.

- H. No employee shall possess, consume, or be under the influence of alcohol at any workplace or when acting within the scope of employment. Any employee who possesses, uses, or is under the influence of alcohol at any workplace or while acting within the scope of employment or who is convicted of driving under the influence of alcohol with a pupil or another employee while acting within the scope of employment may be dismissed, even for a first violation depending on the fact (s) of the case.

Mere possession of sealed liquor products in a member's vehicle is not in and of itself a matter for discipline unless otherwise prohibited by law.

6. No employee shall manufacture, distribute, dispense, possess, consume, or be under the influence of illegal drugs or controlled substances at any workplace while the employee is acting within the scope of employment. Any employee who manufactures, distributes, dispenses, possesses, uses or is under the influence of illegal drugs or controlled substances at any workplace or any place while the employee is acting within the scope of employment is subject to discipline, up to and including dismissal, even for a first violation depending on the fact(s) of the case.

Any employee who is convicted of driving under the influence of illegal drugs or controlled substances with a pupil or another employee while acting within the scope of employment may be dismissed, even for a first violation depending on the fact(s) of the case.

The terms illegal drugs and controlled substances include all chemical substances or drugs listed in any controlled substances laws or regulations, such as the Federal Controlled Substance Act of 1988 and California Health and Safety Codes, Sections 11054 and 10058.

The possession or use of drugs under and consistent with the specific directions of a physician which does not seriously impair the performance of an employee or render the employee unfit to work with children is not prohibited.

7. The District has the right to search any District property, such as desks, lockers, cabinets, or other property with the exception of a member's locked desk or cabinet, unless there is reasonable suspicion or probable cause related to drug or alcohol use or possession.
8. A District official with authorization from the Superintendent or his/her designee may inspect an employee's personal property when there is reasonable suspicion to believe that the employee is in violation of the prohibitions in provision G, and the employee is advised about the reason for the inspection. The employee may request an Association-designated representative to be present during the inspection.

An employee's personal property will not be inspected without the employee's consent, but the District may discipline any employee up to and including dismissal if the employee refuses to consent to an inspection after being advised that a refusal to consent subjects the employee to discipline. However, such discipline will not be based solely on such refusal, but shall be based on all the fact(s) of the case.

9. The District, when there is reasonable suspicion, may request that an employee submit to drug and alcohol testing. Reasonable suspicion normally requires either information from a person who is known and whose credibility can be carefully weighed or another reasonable ground for suspecting that the testing will turn up evidence that provision G. has been violated. A reasonable ground includes, but is not limited to, the employee appearing to be under the influence of alcohol or drugs, the employee being found in possession of alcohol or suspected controlled substances, the employee being involved in an accident whose nature indicates impairment of ability or judgment, or the employee being involved in an incident in which a safety precaution was violated or a careless act was performed. The District also may request that an employee submit to drug or alcohol testing when the employee seeks to return to work after being absent for treatment or rehabilitation for alcohol or drug dependency.

An employee is not required to submit to drug or alcohol testing without the employee's consent, but the District may discipline any employee up to and including dismissal if the employee refuses to consent to such testing. No discipline shall be imposed, however,

unless the employee is advised about the reason for the testing, and the employee refuses to consent to the testing after being advised that a refusal to consent subjects the employee to discipline. However, such discipline will not be based solely on such refusal, but shall be based on all the fact(s) of the case.

Any consent or refusal to submit to the testing shall be in writing. If the employee consents to the testing, the employee also shall authorize in writing the release of the medical information. If the employee consents to the testing but refuses to authorize the release of the medical information, disciplinary action will not be taken because of that refusal. Disciplinary action, however, may be taken based on other available evidence. If the employee refuses to release the medical information to the District, it will not be available to assist the employee in any decision regarding discipline.

The District representative and an Association representative, if requested by the employee, may be present according to the policy and procedure of the lab or clinic and should escort the employee to the independent laboratory and/or clinic previously selected by the District and the Association.

The independent laboratory and/or clinic requested to conduct any testing shall be instructed to:

- a. Ask the employee to provide a specimen. Test the specimen for the presence of any prohibited substances.
- b. Preserve and mark all specimens yielding positive results.
- c. Return the lab report and any other information showing results to the District with written consent of the employee as specified in Section D.9 of this Article.

If the first laboratory test shows positive results, the specimen will be tested again using a different test methodology. The employee may be asked to provide an additional specimen under the procedures described above.

Any second test must confirm a positive first test for evidence of alcohol or drug use.

A District representative will attempt to interview any employee where a test shows positive results. The employee will be given an opportunity at such interview to explain the positive test result. If such explanation is satisfactory to the District representative, no discipline shall result from this test.

10. Testing reports will be treated similarly to other confidential personnel documents which have restricted access.
11. The District agrees to hold harmless, save and defend the Association and any officer, agent or employee thereof from any and all liability for damages or attorneys' fees and costs arising out of any claim against the Association or such person or persons concerning the interpretation or application of these drug testing provisions.
13. The District and the Association intend that these provisions shall be interpreted so as to give effect to all constitutional and statutory rights of employees, and to provide employees freedom from unreasonable searches.

ARTICLE 14: HOURS

- A. The length of the work year shall be one hundred eighty-four (185) days. All Full time employees shall be at school one-half (1/2) hour prior to the start of school and shall remain a minimum of fifteen (15) minutes after classes adjourn at the K-5 level. Exceptions to this may be granted by the immediate supervisor.

In addition to this minimum time listed in the preceding paragraph, the duties and responsibilities of each bargaining unit employee in his/her respective assignment as part of the work day within the District are those set forth below:

1. Instructional Services

Instruction; lesson planning, campus and student supervision; parent conferences and meetings; staff, faculty and department meetings; guidance assistance to students; professional growth and inservice meetings; student diagnostic and assessment activities, including scoring of student work; school and student record maintenance; curriculum development; instructional materials development; District committee assignments.

2. School and District Activities

Parent/faculty meetings and activities; open house/back-to-school night; public school observance; supervision of students at school-sponsored or approved activities such as study trips, athletic events, student body activities; extended professional meetings.

B. The length of the work day for preschool and kindergarten teachers shall be the same as that for primary grades at the school in which the preschool or kindergarten teacher teaches.

C. All employees shall be entitled to a duty-free lunch period of thirty (30) minutes on all workdays.

D. PARENT CONFERENCES

1. a. K- 5 Parent conferences will be scheduled on five (5) minimum days during the month of November. Parent conferences for Primary language teachers will be scheduled on regular instructional days within the first thirty (30) calendar days of the school year.

b. Each site principal will schedule and conduct a staff meeting in a timely manner for the purpose of determining the focus of the fall conferences.

c. Five (5) minimum days shall be used for spring conferences or staff development.

2. a. Each fourth and fifth grade teacher will receive one half (1/2) day release time in the fall and one half (1/2) day of release time in the spring to assist such teachers with parent conferencing (e.g. meeting with parents, planning/preparation time.)

b. Teachers will share full day substitutes in order to generate the one half day of release time to which they are entitled. The fourth and fifth grade teachers at each site, in cooperation with the site administrator, will develop a schedule of dates for the use of such release time. Such dates will be scheduled in close proximity to the fall conference week and the spring conference week.

c. Fourth/fifth grade teachers are to provide the spring conference option to all parents and are required to schedule conferences with parents of students who are determined to be below grade level.

3. Middle schools shall be granted up to ten (10) minimum days per year for purposes of conferencing and/or staff development activities planned with input from teachers.

E. Full time middle school teachers shall have a non-teaching conference/preparation period equal to one (1) class period a day. No students will be regularly assigned to a teacher during this period without the teacher's prior authorization. When required to cover a class for which no

substitute could be obtained during a prep period, teachers performing this service will be paid \$30 per prep period given up for this purpose.

- F. Special Education teachers shall not be required to substitute for other unit members during the regular workday.
- G. The District shall annually provide professional development for the unit members whose duties are impacted by special education mandates. The Association and the District shall jointly design the above referenced professional development program.
- H. A representative of the Governing Board will meet annually with a representative from the Teachers' Association Bargaining Team to discuss the development of the annual school calendar.

The last teaching day of the school year shall be declared a minimum day. An additional student-free minimum day shall immediately follow the conclusion of the student instructional program for the year.

Staff development in the area of special education will be provided for all teachers as required by law.

- I. Teachers required by District and/or supervisor to attend sixth grade camp will receive a total of two (2) extra days pay for performing 24-hour duty during the five (5) days of camp. Teachers spending less than five days on 24-hour duty will receive a prorated amount based on the number of days spent at camp.
- J. Certificated employees required by written notice from the District administration to attend Safety Patrol or other school-sponsored events/activities during weekends, holidays, and vacations will be paid at their regular salary rate for the day(s) involved.
- K. When required by an administrator to work for more than four (4) hours beyond the regular work week on a District school's Program Quality Review, a teacher will receive the daily substitute teacher stipend for each day worked.
- L. Within the constraints of credentialing, considerations of teacher preferences and student needs, every attempt will be made to require a teacher in a fully departmentalized program to teach no more than three (3) different subject areas, excluding electives.
- M. At the beginning of each year, each department and school staff will establish and follow staff meeting protocol and procedures which include agenda formation, group norms, expectations, methods of resolving conflict, and time management. The effectiveness of faculty meetings will be evaluated twice a year by school staffs.
- N. Certificated staff members in the special education department will be provided the opportunity to meet by specialty areas.
- O. Unit members who have an RSP cluster, or a fully included student, or an SDC mainstreamed student shall be provided release time to collaborate with support staff as appropriate to the needs of the student.
- P. A minimum of one (1) full meeting-free day will be granted to teachers during the three (3) teacher workdays preceding the start of the school year.
- Q. Teachers wishing access to assigned classrooms prior to the start of their regular work year will be given keys when principals are available to distribute them.

- R. The Lemon Grove Teachers Association will provide suggested guidelines for site use for the equitable distribution of committees and professional responsibilities; i.e., faculty representative on the PTA, student council advisor, etc.
- S. The District may establish a flexible calendar year for the following positions: Resource Teacher and Language Arts Resource Teacher. Additional positions may be added upon mutual agreement between the District and LGTA.

ARTICLE 15: JOB-SHARING

A. DEFINITION

Job-sharing shall refer to two (2) permanent unit members sharing (1) full-time position.

B. APPLICATION

Entry into the program shall be voluntary subsequent to submission of a written application to the Superintendent and subsequent to approval of the job-sharing plan by the Governing Board. Such application should be filed with the District Office on or before April 1, renewable annually.

C. PAIRING

Job-sharing assignments shall be filled by two (2) teachers who have jointly agreed to work together.

D. RETURN TO FULL TIME

If the job-sharer wishes to increase from part-time to full-time, the time at which such may be granted will depend upon the staffing needs of the school District and the employee's qualifications, as well as upon the ability of the District to secure a suitable replacement should one (1) of the pair wish to remain in a job-sharing status. In no event can the District be expected to add to the regular staff of the District in order to accommodate the interest of a job-sharer in returning to a full-time position. If both members of a job-sharing situation wish to return to a full-time position at the same time, the District will, depending upon the employee's qualifications and experience, give first priority to placing such teachers in open positions in lieu of hiring new teachers for such position.

E. COMPENSATION

Participants shall be placed appropriately on the non-management certificated salary schedule at a rate of pay proportionate to the percentage of full-time employment agreed upon and shall receive one (1) step increment for each year of service in job-sharing.

F. BENEFITS

Contributions to STRS and leave benefits shall be proportionate to the percent of full-time worked and salary earned. Each partner shall have the option of paying the additional amount needed for full benefits.

G. RESPONSIBILITIES

Job-sharers shall develop a proposal describing how they would share a job. The proposal shall include a plan for establishing a reliable means of communication with each other, with students, staff and parents as well as determining how they will meet the responsibilities of any regular staff member during a school day. This proposal must have the approval of the Principal before being submitted for Board approval.

H. SUBSTITUTING

Job-sharers shall substitute for each other whenever possible. The job-sharer who does substitute shall receive additional compensation at the current substitute rate, unless he/she is substituting for the job-sharing partner whenever that partner is on a leave without pay, in which case the person substituting shall receive his/her regular hourly rate for the time he/she works in addition to his/her job-sharing responsibility.

I. FINAL APPROVAL

District management will have authority to recommend final approval to the Governing Board and shall transmit the decision to the bargaining unit members involved along with the written rationale for the decision.

ARTICLE 16: SALARY

A. SALARY

1. Lemon Grove School District and LGTA agree that 1.5% will be added to the salary schedule commencing February 1, 2008 and an additional .75% be added commencing October 1, 2008. This is a 2-year agreement for 2007-08 and 2008-09.
2. Effective February 1, 2008 the Certificated Non-Management Salary schedule has been modified as reflected in Appendix B Salary Schedules Certificated Non-Management.
3. Effective February 1, 2008 the State Preschool Teacher Salary Schedule has been modified as reflected in Appendix B Salary Schedules State Preschool Teacher Salary Schedule.
4. Unit members employed prior to 7/1/06 were initially placed on Salary Schedules consistent with the negotiated agreement at the time of their employment.

B. ADDITIONAL COMPENSATION

1. Master's degree holders receive \$1,311 per year.
2. Doctorate degree holders receive \$550 per year.
3. Special teachers receive an added \$550 per year.
4. National Board Teacher Certification holders receive an added \$550 per year.
5. Unit members in classes III and IV of the Certificated Non-Management Salary Schedule who were at Step 17 or higher on 7/1/05 shall receive a \$500 per year education incentive stipend for the purpose of completing approved college or university coursework. The education incentive stipend to these unit members shall be for the years 2005-06, 2006-07, and 2007-08.
6. The program support teacher's rate of pay is \$30 per hour.
7. A unit member teaching during her/his conference/preparation period on a regular basis (does not include substituting) will be reimbursed for this extra assignment at one-sixth (1/6) of the salary according to her/his placement on the salary schedule. Selection for such assignments will be made according to Article 7: Transfer and Assignment .
8. Add one day to the work year commencing in the 2007-2008 for staff development and add .5% to the salary schedule effective 7/1/07 (the new year shall be reduced by one day and the .5% shall come off the schedule if the State eliminates or reduces funding for

the program. The parties will meet and negotiate the effect of any such elimination or reduction).

8. Eliminate the CLAD stipend effective 6/30/07. Add \$550.00 to each cell of the salary schedule effective 7/1/07 (after the .5% for professional development is added to the schedule).

In Service	\$20 per hour	Effective 2/1/98
Substituting during preparation period	\$30 per hour	Effective 3/1/06
Staff Developer Preparation stipend	\$100	Effective 2/1/98
Curriculum Writing/Planning	\$25 per hour	Effective 2/1/98
Staff Development Planning	\$25 per hour	Effective 3/22/02
Support Teachers	\$30 per hour	Effective 2/1/07
Before/After School Instructional Activity	\$25 per hour	Effective 2/1/98
Supplemental Core Instruction	\$40 per hour	Effective 2/1/07
Extended Day Site Facilitator	\$40 per hour	Effective 8/20/07
Extended Day Core Intervention Instruction	\$40 per hour	Effective 8/20/07
Extended Day Enrichment Instruction	\$30 per hour	Effective 8/20/07
Sixth Grade Camp	2 days per diem; if holiday, 1 additional day per diem	Effective 7/1/98
Certificated services outside contract year	Per diem based on 7 hour day, min. 1 hour	Effective 2/1/98
Instrumental Music Teacher	3% salary schedule at Class 1, Step 6	Effective 2/1/98
ASB Advisor/Performing Art Teacher	3% salary schedule at Class 1, Step 6	Effective 7/28/02

C. PLACEMENT ON THE SCHEDULE

1. All “plus” units indicated for Classes II through VI are after the award of the relevant degree.
2. Maximum placement for new teachers is Step 12 of any Class.
3. Previous teaching experience is granted to a maximum of eleven (11) years, year for year, for service as a credentialed teacher within the last thirteen (13) years at the time pay begins.
4. Military service = one (1) year of service for (1) or more years of service in the Vietnam War, Persian Gulf Conflict and Operation Enduring Freedom, Iraqi Conflict.

D. RECLASSIFICATION

Transfer from a lower to higher class is accomplished as follows:

1. A unit member expecting to qualify for reclassification on the salary schedule shall file the required District form stating his/her intent. The district form must be filed by April 1 of the year prior to the salary reclassification in order to permit such reclassification for the next school year.
2. Unit members must obtain written pre-approval for coursework undertaken to count toward salary reclassification by the Director of Human Resources. All coursework requests denied by Human Resources will be automatically referred to the Peer Assistance Review committee.

- a. This coursework must be completed within one (1) year from the date of approval.
 - b. If the coursework is not completed in this timeframe, the pre-approval of the coursework must be resubmitted to initiate the process again.
3. Courses must be related to the delivery of professional education services.
 4. All unit credits must be from a regionally accredited Association of Schools and Colleges.
 5. **A maximum of nine (9) units of online coursework will be accepted toward reclassification on the salary schedule.**
 6. **More than nine (9) units of on-line coursework will be accepted towards reclassification only if the courses lead to a certificate, a credential or a degree.**
 7. Reclassification will be effective upon the district receiving and date-stamping official transcripts. An instructor(s) letter(s) certifying successful completion of coursework as described, will be acceptable pending receipt of official transcripts.
 8. For reclassification, unit members must submit transcripts by September 15th each year for movement in that year. For salary reclassification purposes, unit members may only move one column per year and no more than three steps per year.
 9. Step and Class advancement will be subject to maintenance of a satisfactory evaluation, in the opinion of the evaluator. Employees will have five (5) teaching months to correct deficiencies in the unsatisfactory evaluation. Advancement on the schedule may be withheld on the recommendation of the Superintendent if performance is still rated by the administrator as less than satisfactory after the five (5) school month working period.

E. DEFINITIONS

1. "Hours" - Classes II through VI are semester hours of college or university work and must be acquired after the award of the degree. In the event a college or university will certify by official letter from the registrar that a candidate had met ALL requirements for a B.A. degree during the school year and had been accepted into a graduate study program and the college or university had no provision for awarding B.A. degrees prior to June, then units earned subsequent to having met all B.A. requirements may be counted as having been acquired after the B.A. degree.
 - a. Units must be as follows:
 - (1) B.A. Degree plus thirty (30): at least twenty-two (22) of the thirty (30) hours of Class III must be upper division or graduate level.
 - (2) B.A. Degree plus forty-five (45) or M.A.: at least thirty-four (34) of the forty-five (45) hours of Class IV must be upper division or graduate level.
 - (3) B.A. Degree plus sixty (60) including M.A./M.A. Degree plus fifteen (15)/ or B.A. plus seventy-five (75): at least forty (40) of the B.A. plus sixty (60) hours of Class V must be upper division or graduate level; at least ten (10) of the M.A. plus fifteen (15) hours of Class V must be upper division or graduate level; and at least sixty (60) of the B.A. plus seventy-five (75) hours of Class V must be upper division or graduate level.
 - (4) B.A. Degree plus ninety (90)/ or M.A. plus thirty (30): at least seventy-five (75) of the B.A. plus ninety (90) hours of Class VI and at least twenty (20) of the M.A. plus thirty (30) hours of Class VI must be upper division or graduate level.

3. Service Increments

A teacher shall be granted one (1) increment for each year of teaching service in the District until the maximum salary of the training class is reached. Days absent for any reason shall not count as days of service except for the following reasons:

- a. Absences on official District business and approved by the governing board.
- b. Absences which are legally creditable to paid leaves.
- c. Absences which are due to illness incurred or injuries suffered in connection with employment with the District and for which Worker's Compensation Insurance benefits are received.

Service increments are granted on the beginning date of contract service in the school year immediately following that school year in which the service increment was earned. A year of teaching service in the District shall equal at least 75% of the teaching days in a given school year.

4. Special Teachers

- a. Special teachers shall receive an additional \$550 per year. Special teachers include: Nurses, Reading Recovery Teachers, Reading Specialists, Speech Therapists and special education teachers.
- b. Effective July 1, 2002, in order to receive the special teacher stipend, the unit member must hold the following assignments:
Nurse, District Librarian, Speech Therapist, Special Education teacher, Reading Recovery Teacher and Reading Specialist.

F. MILEAGE ALLOWANCE

Those employees specifically authorized to be paid a mileage allowance will be paid at the IRS authorized maximum allowable amount.

- G. Employees will receive salary warrants by choice on a ten (10) or twelve (12) month pay period basis so long as the County payroll procedures permit.

H. PROFESSIONAL DEVELOPMENT ACTIVITIES COMPENSATION

1. A District Staff Development Planning Advisory Committee consisting of district representatives and LGTA appointed members representing all school sites and programs will be implemented. The committee will review all professional development plans/activities and make recommendations to district administration. Unit members serving on this committee will be compensated at \$25.00 hour.
2. The District and the Association agree that attendance at professional development activities presented on Saturdays or after the regular workday shall be voluntary. The parties also agree unit members will be compensated for only those professional development activities designated by the District as priority.
 - a. Unit members attending a priority professional development activity on a Saturday shall be paid \$20 per hour or qualify for salary hurdle credit as set forth in paragraph c. below.
 - b. Unit members attending a priority professional development activity after their regular workday shall be paid \$20 per hour or qualify for salary hurdle credit as

set forth in paragraph c. below. The hourly rate shall commence at the end of the duty day.

- c. Unit members attending professional development activities may qualify for salary hurdle credit as follows:
 - (1) Courses specifically designed and designated as courses for salary hurdle credit shall support District goals and priorities.
 - (2) Each course will describe the eligibility for attendance, the course requirements, and the project/outside work expected for credit.
 - (3) All unit members will not be eligible for every course offered.
 - (4) Courses shall be reviewed periodically to be updated in line with District goals.
 - (5) One (1) unit of salary hurdle credit shall be granted for each fifteen (15) hours of class time plus thirty (30) hours of work outside of class time.
 - (6) Salary hurdle credit shall not be granted for courses in which the unit member is receiving university credit or payment for attendance.
 - (7) The course instructor and the Assistant Superintendent, Human Resources shall determine a pass or fail grade for participants.
- d. Unit members will not be held responsible for information presented during summer professional development unless the District provides opportunities to receive such information during the regular work year.
 - (1) Professional development activities as part of a grant shall follow the provisions in paragraph 1 above.
 - (2) Unit members who function as trainers of other unit members shall be compensated \$100 for each day of professional development activities, plus the attendee rate of pay per day.
- I. Staff development "buy back" attendance will be voluntary. Qualifying participants in the 2005-06 school year will receive \$265.17 for each 7 hour day of eligible reimbursement not to exceed three (3) days. There is a cap on funds available to support this program.

ARTICLE 17: HEALTH BENEFITS

For the 2007-08 and 2008-09 premium years, (January -December) the District will increase the district contribution for health benefits to cover employee only.

ARTICLE 18: EARLY RETIREMENT PROGRAM

This is a pre-retirement program intended as an incentive for specified bargaining unit employees. After fifteen (15) years of full-time, satisfactory service in the Lemon Grove School District and having reached the age of fifty-five (55) as of the close of the school year, an employee would become eligible for consideration for this program.

- 1. Eligibility Requirements

Unit members currently employed and having been employed by Lemon Grove School District for at least fifteen (15) years, and having reached the maximum salary step of either of the last two columns on the schedule in current use, shall be eligible to apply.

- a. Persons accepted into this program would be required to serve up to thirty (30) school days per school year, including but not limited to:
 - (1) Demonstration teaching
 - (2) Special program unit instruction (such as More Able Learner, etc.)
 - (3) Staff development and inservice program development and/or presentations
 - (4) Assistance with testing and follow-up analysis, including the preparation of reports
 - (5) Assistance in providing for curriculum review and development
 - (6) Substitute teaching, at the election of the District
 - (7) Special projects proposed by the teacher and selected or accepted by District administration and Governing Board
- b. Under this program members will draw retirement from STRS according to their service and age and will be paid \$5,000 annually by the District for services provided as described in #1 above.
- c. Persons placed upon the program will remain on it until the end of the school year in which the participant becomes sixty (60) years of age, at which time the employee will conclude such service to the District and such payment from the District shall conclude.
- d. No more than three (3) unit members may be accepted into this program per year, with a maximum of eight (8) unit members participating at any given time.
- e. Applicants for the program will submit a written application as directed by District administration, such application to describe the applicant's proposed program of service. In any case of several applications and if the District board should choose to grant membership into the program, selections shall be made based upon the service that can be granted the District, the teacher application, and District seniority being a factor only when all other things are considered equal among two (2) or more candidates. Before final acceptance into the program by the Governing Board, a contract format for describing the services to be rendered will be agreed to by the unit member and the Superintendent or his designee.
 - e. During the terms of membership in the program, the unit member shall have full insurance coverage paid by the District as if the member were a regular full-time employee. The member will be permitted to carry dependents with the employee making the premium payments.

ARTICLE 19: RETIREMENT HEALTH BENEFITS

- A. An early retiree is a person who begins drawing retirement benefits from STRS prior to age 65.
- B. The District agrees to pay medical and dental insurance benefits subsequent to early retirement on a sliding scale based upon the age of the certificated employee at retirement as follows:

1. Retired employees who have been continuously employed within the Lemon Grove School District for a period of ten (10) years or fifteen (15) years, depending on the Insurance Benefit Option selected in B.2., shall be entitled to have the District pay the retired employee's medical, dental, and vision insurance premium costs on the appropriate scale as noted below. Once an option has been selected, the retiree may not change to another option.
2. Retirees shall select one of the insurance benefit options for which they are eligible as listed below:

INSURANCE BENEFIT OPTION I

Available to employees who retire between the ages of 55 and 64 with 10 or more years of service in LGSD. Provided to age 65.

<u>Age at Retirement (Last Day of Work)</u>	<u>With 10 Years or More Service in LGSD Until Age 65 – Health Benefits Provided Medical/Dental/Vision Plans</u>
55	100%
56	100%
57	100%
58	100%
59	100%
60	100%
61	75%
62	75%
63	75%
64	50%

INSURANCE BENEFIT OPTION II

Available to employees who retire between the ages of 55 and 60 with 15 years of more service in LGSD. Provided to age 70.

<u>Age at Retirement (Last Day of Work)</u>	<u>With 15 Years or More Service in LGSD Until Age 70 – Health Benefits Provided Medical/Dental/Vision Plans</u>
55	85%
56	83%
57	81%
58	79%
59	77%
60	75%

C. Additional Benefit Provisions

1. When District paid benefits end, a retiree may choose to remain in a group coverage held by the District at his/her own cost.
2. Eligibility of retirees and dependents shall be covered by the rules and regulations of the insurance carrier(s) and the retiree shall be expected to perform all acts necessary on the certificated employee's part to meet any such rules and regulations.
3. The retired certificated employee shall select coverage from the medical benefit plan(s) available in the District and shall remain eligible for the listed percentage of District contribution for whatever District medical benefit plan(s) are available during the employee's retirement benefit period, not to exceed the greater premium paid to any HMO offered by the District.

4. The retiring certificated employee shall have the option after retirement of paying the premiums for dependents who are eligible for coverage under the rules and regulations of the insurance carrier(s).
 5. Employees eligible for retirement benefits shall be a retiree employed during the term of this contract, or subsequent contracts containing benefits as one of its provisions.
- D. Retirees residing outside Insurance Carrier(s) service areas.
1. Retirees who move outside the coverage area of the District's carrier(s) shall receive either (1) cash payments equal to what the district would have paid on their behalf for insurance if they had remained in the coverage area or (2) reimbursement for insurance purchased outside the coverage area, which ever is less.
 3. If the district is making cash payments to the retiree under this provision, the retiree must annually submit evidence acceptable to the District to show medical insurance payments were made to cover the retiree (not including dependents).

ARTICLE 20: PART-TIME EMPLOYMENT

- A. In accordance with the Education Code Section 44922, a unit member may reduce his/her work load prior to retirement from full-time to part-time duties and receive the same credit toward retirement he/she would have received if he/she were employed on a full-time basis. Regulations governing this provision are as follows:
1. Fifteen (15) years of prior full-time service in a position requiring certification in the public school system of California which includes grades K-12, community college, or as a teacher in the California State University and College Systems, the last ten (10) of which shall have been full-time in this District.
 2. Attain the age of fifty-five (55) prior to the beginning of the school year or term in which the reduction in teaching services begins. It shall be the employee's responsibility to initiate the request for reduced teaching service.
- B. An application for reduced service shall be executed by the employee, in writing, prior to March 1 in the year preceding the period of requested reduced service. Once an agreement on reduced service is made, it can be revoked only with the mutual consent of the employee and the employer. It is understood that at the termination of the unit member's participation in the Part-Time Employment Plan, the employee will begin his/her retirement.
- C. The employee 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 exercise the option of part-time employment but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall receive health benefits in the same manner as a full-time employee.
- D. The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the employee's contract of employment during his/her final year of service in a full-time position.
- E. The member and the District shall both contribute to the teacher's retirement fund the amount that would have been contributed if the member was employed on a full-time basis as per STRS regulations.
- F. The reduced workload status must be based on a full school year or term and the minimum compensation paid of time worked must be equal to no less than one-half (1/2) time. All contributions must be paid monthly to STRS.

- G. The employee on a half-time assignment will receive sick leave and personal necessity leave on a pro-rated basis.
- H. If an employee does not receive approval to continue part-time employment, the individual may either retire or return to a full-time position within the area of their credential.
- I. Only one (1) person may participate in this program at a time. When two (2) or more employees apply for the part-time employment option, the administration will designate who will have the opening based on consideration of District need, teacher evaluation(s), and seniority as factors.

ARTICLE 21: DISCIPLINE PROCEDURES

- A. This Article was entered into pursuant to Section 3543.2(b) of the Government Code. This Article does not include the termination of any permanent teacher and does not include the implementation of Sections 44939, 44940, 44941, and 44942 of the Education Code and any amendments to those sections or successor laws to those sections.
- B. An employee in the bargaining unit may be disciplined by the District for just cause. For purposes of this Article, the term "discipline" shall be limited to suspension without pay for up to and including fifteen (15) days. The discipline imposed shall be reasonably related to the seriousness of the misconduct or shall be reasonable in light of the number and frequency of prior incidents of misconduct by the employee. A verbal and/or a written reprimand shall precede a discipline, except in cases of serious misconduct. Such verbal and/or written reprimand shall include direction(s) or suggestion(s) for corrective action.
- C. Prior to the taking of discipline, the Superintendent or Assistant Superintendent, Human Resources shall give written notice to the employee. This written notice of proposed disciplinary action shall be served by mail or personal delivery to the employee at least fifteen (15) calendar days prior to the date when discipline may be imposed. In cases of serious misconduct where it is deemed appropriate to remove the employee immediately, the employee shall not lose compensation prior to the date when discipline may commence. Loss of compensation in all cases may occur after the fifteenth (15) calendar day following the date written notice was served. Upon written request from the employee within seven (7) days of service of the written notice herein, the Superintendent or Assistant Superintendent, Human Resources shall not implement the discipline in Paragraph B until the final decision is rendered by an arbitrator except in cases of serious misconduct.
- D. The written notice of proposed disciplinary action shall be served by personal delivery or by certified mail. Service by certified mail shall be deemed completed on the date of the mailing. The contents of the written notice shall include at least the following:
 1. A statement identifying the District.
 2. A statement in ordinary and concise language of the specific act(s) and omission(s) upon which the proposed disciplinary action is based.
 3. The specific disciplinary action proposed and effective date(s).
 4. The cause(s) or reason(s) for the specific disciplinary action proposed.
 5. A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.
 6. A statement that the employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the fifteen (15) calendar days following the date the written notice was served.

Nothing contained herein shall prohibit the introduction of evidence at any hearing which may be requested pursuant to this Article.

7. A statement that the employee, upon request, is entitled to appear personally before the Superintendent or Assistant Superintendent, Human Resources regarding the matters raised in the written notice prior to the end of the fifteen (15) calendar days following the date the written notice was service. At such meeting, the employee shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case.
 8. A statement that the employee, upon written request, is entitled to a full evidentiary hearing before an arbitrator before any disciplinary action is final. The statement shall indicate that the proposed disciplinary action may commence after the fifteen (15) calendar days following the date the written notice was served. The statement also shall indicate that no full evidentiary hearing will be held unless a written demand for such a hearing is delivered to the Superintendent within seven (7) calendar days after the date the written notice of proposed disciplinary action is served.
- E. The employee in the bargaining unit shall receive a full evidentiary hearing on the proposed disciplinary action only if a written demand for such a hearing is delivered to the Superintendent within seven (7) days of the written notice of proposed disciplinary action. In the absence of a demand for a full evidentiary hearing, the Superintendent shall act upon the charges after the time period for hearing demand has expired. The procedure in Paragraph D shall be the sole procedure to be utilized by an employee or the Association. The grievance procedure in this Agreement is not applicable to this Article.
1. The full evidentiary hearing shall be conducted before an arbitrator. An arbitrator shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, and the hearing shall be conducted under those Rules.
 2. The employee shall have the right to appear in person on his/her own behalf, or at the employee's option, to appear and be represented by the Association.
 3. Hearings will be recorded at the request of either party with such expense being borne equally by the parties. The cost of the hearing officer shall be borne by the District.
 4. The decision by the hearing officer shall be final and binding on the District, the Association, and the employee.
- F. With respect to employees whose probationary period commenced during the 1983-84 fiscal year or any fiscal year thereafter, the following provisions shall apply:
1. The parties acknowledge that such probationary employees may be dismissed or suspended without pay for a specified period of time in excess of fifteen (15) work days under Education Code Section 44948.3. Nothing in this Article shall be construed to limit such right to dismiss or suspend. Among the reasons that may be deemed sufficient by the District to dismiss or suspend without pay such probationary employees are:
 - a. Unsatisfactory performance determined pursuant to Education Code Article 11, Sections 44660 (et seq.)
 - b. Cause, as defined in Education Code Section 44932.
 2. The District Superintendent or his designee shall give thirty (30) days prior written notice of dismissal not later than March 15 in the case of second-year probationary employees. Notice of suspension without pay shall be given pursuant to Paragraph C. This notice shall include a statement of the reasons for the dismissal or suspension and notice of the opportunity to appeal. In the event of a dismissal or suspension for unsatisfactory

performance, a copy of the evaluation conducted pursuant to Education Code Section 44664 shall accompany the written notice.

- G. If the notice of dismissal or suspension is given, the employee shall have fifteen (15) days from receipt of the notice of dismissal or suspension to submit to the Governing Board a written request for a hearing. The failure of an employee to request a hearing within fifteen (15) days from receipt of a dismissal or suspension notice shall constitute a waiver of the right to a hearing. The hearing provided for in Paragraph E shall constitute the hearing on the dismissal or suspension. However, the arbitrator's decision shall constitute a recommendation to the Governing Board and shall be advisory only.

ARTICLE 22: NEGOTIATIONS PROCESS

- A. The District and the Association agree that they wish to establish and maintain a flexible process of negotiations in order to meet the following common goals:
1. To promote open and improved communications.
 2. To develop and maintain a higher degree of trust.
 3. To recognize the interests of the other party.
 4. To solve problems jointly.
- B. For that purpose, the District and the Association hereby agree:
1. Interest-based bargaining shall be the basis for negotiations between the parties.
 2. The parties to this agreement do not waive any implied or stated rights under SB 160. The parties each reserve the right to serve notice upon the other party that the interest-based process shall not be used as the basis for negotiations.
 4. Negotiating representatives for each party will undergo interest-based bargaining training prior to serving on their respective negotiations teams.

ARTICLE 23: MISCELLANEOUS

The District agrees to consult with Association representatives at mutually agreeable times and places regarding the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law.

ARTICLE 24: SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will be deemed invalid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 25: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.

ARTICLE 26: COMPLETION OF MEET AND NEGOTIATION

During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate except as modified in Article 3: Term. The Association agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

FORMS

**LEMON GROVE SCHOOL DISTRICT
CHANGE NAME – ADDRESS- TELEPHONE**

Name : _____ Soc. Sec. #. _____

Prior Name: (if submitted for name change) _____

Address _____

I do not want my address to appear in the personnel directory.

Telephone: _____

I do not want my telephone number to appear in the personnel directory.

Current location: _____ Effective date of change: _____

Please submit to School Secretary or department secretary (as appropriate) who will then forward to Personnel.

Personnel

Payroll

Sub Clerk

Reception

Secty. to Supt.

Admin. Secty.

6/99

LEMON GROVE SCHOOL DISTRICT

RESIGNATION FORM

Please mark with an X the most appropriate reason from those listed

REASON FOR RESIGNATION:

- | | |
|----------------------------|-----------------------------|
| To seek other employment | Leaving the Area |
| To accept other employment | To attend school |
| Dissatisfaction with job | Health problems |
| To get married | Pregnancy |
| Personal/domestic reasons | Transportation difficulties |
| Voluntary Retirement | |

Employee Name: _____

Social Security: _____

Position: _____

School/Dept: _____

Last workday: _____

Today's Date: _____

Employee Signature: _____

LEMON GROVE SCHOOL DISTRICT

Teacher Pre-Approval Request for Coursework

Teacher: _____ School: _____ Current grade and/or subject _____

Do you have CLAD or CLAD alternative? ___Yes ___No CLAD in progress ___ Describe process _____

Is this coursework for a ___Credential ___Degree ___Certificate ___N/A

<u>Course #</u>	<u>Course Name</u>	<u>College/University</u>	<u>On-line course?</u>	<u>Upper or lower* divison?</u>
_____	_____	_____	___Yes ___No	___Upper ___Lower
_____	_____	_____	___Yes ___No	___Upper ___Lower
_____	_____	_____	___Yes ___No	___Upper ___Lower
_____	_____	_____	___Yes ___No	___Upper ___Lower

I expect to complete this coursework for _____ (quarter units) _____ (semester units) which are _____ (upper) _____ (lower)* division units, if approved, **on or before** _____.
(Date)

This coursework must be completed **within one (1) year from the date of approval**. If coursework is not completed in this timeframe, the pre-approval of the coursework must be resubmitted to initiate the process.

A copy of the college/university description of each listed course(s) MUST be attached to this request.

Signed: _____ Date: _____

*** See Contract for specific requirement.**

Signed: _____ Date: _____

Director of Human Resources

LEMON GROVE SCHOOL DISTRICT

Salary Reclassification Request

Name:

Date:

Salary reclassification requests must be submitted prior to April 1 of the year
preceding reclassification.

Are you applying for a salary reclassification? Yes__ No__

From Class ____ to Class ____ School year _____

.....

Are you earning a Masters Degree? Yes __ No__ Effective Date: _____

.....

Are you earning your CLAD or BCLAD Certificate? Yes __ No__

School year _____

.....

Signature

Date

**LEMON GROVE SCHOOL DISTRICT
CERTIFICATED GRIEVANCE FORM**

FILING DATE: _____ OCCURRENCE DATE: _____ DATE GRIEVANCE RECEIVED: _____

GRIEVANT: _____ RESPONDENT: _____

Check One: Informal _____ Step I _____ Step II _____ Step III _____

A. ARTICLE OF CONTRACT VIOLATION: _____

B. STATEMENT OF GRIEVANCE: _____

C. REMEDY SOUGHT: _____

Signature of Grievant: _____ Date: _____

RESOLUTION: _____

PREVIOUS RESOLUTION OFFERED: _____

Signature of Respondent/Administrator: _____ Date: _____

POSITION OF GRIEVANT AND/OR ASSOCIATION: _____

Signature: _____ Date: _____

Distribution: Grievant Respondent Association Representative Association