

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
LAKEPORT UNIFIED SCHOOL DISTRICT
AND THE
LAKEPORT UNIFIED TEACHERS' ASSOCIATION**

**For the Period
July 1, 2020 through June 30, 2023**

**(includes updated information from Tentative Agreements
from 2021-2022 Negotiations)**

This page left blank intentionally

TABLE OF CONTENTS	
ARTICLE 1 – AGREEMENT	6
ARTICLE 2 – RECOGNITION	7
ARTICLE 3 – HOURS OF EMPLOYMENT	8
3.2.1 Lakeport Elementary School and Terrace Middle School Adjunct Duty Determination	8
3.2.2 Clear Lake High School Adjunct Duty Determination	9
3.7 Preparation Periods	10
3.8 Calendar	10
ARTICLE 4 – GRIEVANCE PROCEDURE.....	11
4.1 Definition	11
4.2 Purpose	11
4.3 Grievance Procedure	11
4.3.2 Informal Grievance Procedure	11
4.3.3 Formal Grievance Procedure	12
4.4 Grieving Provisions	14
4.5 Miscellaneous	14
ARTICLE 5 – SAFETY CONDITIONS.....	15
ARTICLE 6 – EVALUATION POLICY FOR CERTIFICATED PERSONNEL	16
6.2 Principles of Assessment.....	16
6.5 Calendar of Minimum Events	17
6.6 Procedures (Education Code Sections 44663, 44664)	17
ARTICLE 7 – PEER ASSISTANCE AND REVIEW GUIDELINES	19
ARTICLE 8 – CLASS SIZE	20
ARTICLE 9 - VACANCIES AND TRANSFERS.....	21
9.1 Definitions.....	21
9.2 Procedure for Selection of Vacancies, Voluntary Transfer, Summer School and Extra Duty	21
9.3 Involuntary Transfer.....	23
9.4 Final Authority	24
ARTICLE 10 – LEAVES	25
10.1 Introduction	25
10.2 Bereavement Leave	25
10.3 Educational Leave	26
10.4 Industrial Accident or Illness Leave.....	26
10.5 Military Leave	27
10.6 Parental Leave	28
10.6.1 Child Bearing Leave	28
10.6.2 Differential Leave	28
10.6.3 Child Rearing Leave	28
10.7 Paid Family Medical Leave.....	29
10.7.2 Definitions.....	29
10.7.3 Eligibility Requirements	29
10.7.4 Employee Responsibilities	29
10.7.5 Use of Leave	30
10.7.6 Certification by a Health Care Provider.....	30
10.7.7 Benefits and Protection	30
10.8 Personal Necessity Leave.....	30

10.9	Sick Leave	31
10.9.1	Definition	31
10.9.2	Entitlement	32
10.9.3	Extended Leave of Absence.....	32
10.9.4	Quarantine.....	32
10.9.5	Advance Credit for Sick Leave.....	33
10.9.6	Transfer of Sick Leave/Catastrophic Leave (Sick Leave Bank).....	33
10.9.7	Upon Termination of Employment.....	34
10.9.8	Extension.....	34
10.9.9	Re-employment.....	34
10.9.10	Leave of Absence	34
10.9.11	Substitute Procedure	34
10.10	Court Appearance Leave	35
10.11	Paid Leave of Absence (Without Loss of Pay).....	35
10.12	Unpaid Leave of Absence (Without Pay).....	35
10.13	Leave and Temporary Teachers.....	36
ARTICLE 11 – WAGES	37	
11.2.1	Initial Placement	37
11.2.2	Step Advancement	37
11.2.3	Column Advancement	37
11.4	Compensation and Credit for Conference/Workshops.....	38
11.5	Teacher Travel.....	39
11.6	Compensation in Specific Situations.....	39
11.6.1	Compensation for Forfeiture of a Prep Period.....	39
11.6.2	Compensation for Extra Students	39
11.7	Extra Service Assignments.....	39
11.7.1	Determination of Extra Service Assignments	39
11.8	One Time or Non-Recurring Assignments.....	40
11.9	Compensation for Extra Services	40
11.10	Compensation for Counselors, Lead Teachers, Instructional Coaches, Behavioral Specialists and Special Education Case Managers	40
11.11	Teaching an Additional Period	40
ARTICLE 12 – HEALTH AND WELFARE BENEFITS.....	41	
ARTICLE 13 – DISTRICT RIGHTS	42	
13.1	Legal Responsibilities	42
13.2	District Rights, Power and Authority	42
13.3	Limitations	42
13.4	Emergency Clause	42
ARTICLE 14 – UNIT MEMBERS’ RIGHTS.....	43	
14.5	Seniority Roster.....	43
ARTICLE 15 – ASSOCIATION MEMBERSHIP DUES AND AGENCY FEES.....	44	
15.1	Association Dues.....	44
ARTICLE 16 – COMPLAINTS CONCERNING CERTIFICATED EMPLOYEES.....	45	
ARTICLE 17 – SAVINGS CLAUSE	47	
ARTICLE 18 – PARAPROFESSIONALS.....	48	
ARTICLE 19 – PROCEDURES FOR DISMISSAL OF PROBATIONARY EMPLOYEES UNDER EDUCATION CODE SECTION 44948.3	49	
ARTICLE 20 – BUDGET PREPARATIONS.....	50	

ARTICLE 21 - 403(B) MATCHING CONTRIBUTION PLAN.....51
ARTICLE 22 - RETIREMENT OPTIONS.....53

 22.2 OPTION 1 – DISTRICT CONTRIBUTION TOWARD HEALTH AND RELATED
BENEFIT COSTS..... 53

 22.3 OPTION 2 – TWO-YEAR CASH PAYMENT 54

 22.4 OPTION 3 – FIVE-YEAR CASH PAYMENT AND/OR CONTRIBUTION TOWARD
HEALTH-RELATED BENEFITS..... 54

 22.5 OPTION 4 – “TRADITIONAL” GOLDEN HANDSHAKE 58

ARTICLE 23 – SUMMER SCHOOL 56
ARTICLE 24 – COMPLETION OF MEET AND NEGOTIATE 57

ARTICLE 1 – AGREEMENT

- 1.1** The Articles and provisions contained herein constitute a bilateral and binding agreement, hereinafter referred to as “**AGREEMENT,**” by and between the **LAKEPORT UNIFIED SCHOOL DISTRICT,** hereinafter referred to as “**DISTRICT,**” and the **LAKEPORT UNIFIED TEACHERS’ ASSOCIATION,** hereinafter referred to as the “**ASSOCIATION,**” an employee organization affiliate with **CTA/NEA.**
- 1.2** This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549, of the **Government Code.**

ARTICLE 2 – RECOGNITION (TA dated 3.11.21)

2.1 The District recognizes the Association as the exclusive representative as defined in Section 3540.1(e) of the **Government Code**. The exclusive representative shall represent all certificated employees who are employed as regular full-time permanent and probationary employees, regular part-time employees, and temporary employees at all school sites: Lakeport Elementary School, Terrace Middle School, Clear Lake High School, Natural High School, Lakeport Community Day School and Lakeport Alternative School.

Excluded from this unit are substitutes, certificated employees who are on unpaid leave of absence, management and confidential employees as designated below in Section 2.2.1, and any other employee not specifically included in Section 2.1 above.

- | | |
|---|-------------------------------|
| 2.2.1 Superintendent | Director of Special Education |
| Principal | Psychologist |
| Assistant Principal | Intern Psychologist |
| Speech & Language Pathologist | Occupational Therapist |
| Intern Speech and Language Pathologist | Intern Occupational Therapist |
| Director of Supplemental Support Services | School Nurse |
| | Intern School Nurse |

ARTICLE 3 – HOURS OF EMPLOYMENT - (TA dated 3.21.22)

3.1 Personnel covered by this Agreement are expected to spend the necessary time to provide a quality educational program to meet the needs of students, parents and the community. The length of the normal work day for personnel covered by this agreement shall be 7.5 hours. The 7.5 hours includes a thirty (30) minute duty-free lunch and being available at the work site thirty (30) minutes before the start of school. On Friday and days immediately preceding a school holiday, employees may leave at the time of school dismissal. Each time an employee finds he/she must leave the school premises during the lunch period, the employee shall notify the site office.

Teachers whose teaching day varies from the usual assignment (such as kindergarten, or “0-period” at the high school) may mutually agree with their Principal to adjust their hours.

3.1.1 Employees covered by this Agreement may be required to remain for a reasonable length of time beyond the normal work day. On those days when unit members are required to attend a meeting prior to the normal work day or return for an evening meeting or school event, unit members will be permitted to leave school at the time of school dismissal.

3.1.2 If employees covered by this Agreement attend more than 20 SST, IEP, and/or 504 meetings held outside contract hours during a school year, they shall be compensated for any subsequent SST, IEP, and/or 504 meetings held outside contract hours at a rate of \$25.00/hour. It shall be the teachers' responsibility to report attendance at such meetings on extra duty time sheets to the Superintendent or designee by the end of the month.

3.2 Persons covered by this Agreement shall be required to serve the number of hours outside of the working day which are necessary to provide for proper supervision of students and the student activity programs of the school to which they are assigned.

Teachers are responsible for serving the adjunct duty assignments they have selected. Assignments will not be changed without mutual agreement and consultation between the teacher and the administrator.

3.2.1 Lakeport Elementary School and Terrace Middle School Adjunct Duty Determination

Prior to the end of the school year, a Faculty Advisory Committee composed of faculty members and a site administrator shall review the Adjunct Duty List of the current year, make recommendations for changes, if necessary, and determine how duties are selected. The Faculty Advisory Committee will complete its final review and approve the Adjunct Duty List prior to the first student attendance day.

3.2.2 Clear Lake High School Adjunct Duty Determination

Prior to the end of the school year, the faculty shall review the Adjunct Duty List of the current year and make recommendations for changes, if necessary.

Prior to the first student attendance day, high school teachers will select adjunct duty assignments. All duties will be posted. A teacher seniority list will be posted. Teachers will select one adjunct duty assignment, with the most senior teacher selecting first, followed by less senior teachers in the order of seniority. Selection in this manner will continue through the seniority list until all teachers have chosen one assignment. This process will be repeated until all adjunct duty assignments have been selected.

Teachers are responsible for serving the adjunct duty assignments they have selected. Assignments will not be changed without mutual agreement and consultation between the teacher and the administration.

- 3.3** The District may provide for minimum (or special schedule) school or working days based on recommendations of the building Principal and faculty.
- 3.4** Because of the unique situation, Lakeport Alternative School teachers are exempt from the specific provisions of Section 3.1 of this article relating to the normal work day but are expected to provide services to the District equivalent to that of other personnel in the District covered by this Agreement.
- 3.5** The total number of duty days for returning teachers shall be 185 days composed of 180 Instructional Days and 5 Staff Development/Work Days.

All new unit members shall serve one additional duty day, which shall be a District Orientation Day to occur prior to the beginning of the school year.

- 3.6** The hours of employment for teachers shall include not less than the following number of instructional minutes provided to students:

36,000 minutes in kindergarten
50,400 minutes in grades one, two and three
54,000 minutes in grades four, five and six
56,700 minutes in grades seven and eight
64,800 minutes in grades nine through twelve
56,700 minutes in continuation high school

The definition of instructional minutes under this provision shall conform to law and shall be within the discretion of the District.

3.7 Preparation Periods

Personnel covered by this agreement shall have a daily, duty-free prep period consisting of a minimum of 45 minutes.

On any day other than a regular instruction day, prep time will be reduced proportionally to the reduction of instructional minutes.

3.8 Calendar

A calendar committee, with Association-appointed representatives from each school site, shall have an initial meeting before March 1 to draft a proposed school calendar for school board consideration.

ARTICLE 4 – GRIEVANCE PROCEDURE

4.1 Definition

- 4.1.1** A grievance is an allegation by the Association or an individual employee of the unit covered by the Agreement that there has been a misinterpretation, a misapplication, or a violation of a specific provision of the Agreement. A grievance can also be an allegation by the Association or employee that he has been treated by his immediate supervisor in an unfair or unprofessional manner.
- 4.1.2** A grievant is an individual employee and/or the Association covered by this Agreement.
- 4.1.3** A day, for the purpose of this grievance procedure, is any day in which the central administrative offices of the District are open for business exclusive of Christmas and spring vacation.

4.2 Purpose

- 4.2.1** The purpose of this procedure is to secure at the lowest possible administrative level solutions to the problems which may from time to time arise. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 4.2.2** Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter with appropriate members of school administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to state its views.

4.3 Grievance Procedure

- 4.3.1** Grievances must be presented within twenty (20) days of the act or omission giving rise to the grievance in order for the grievance to be subject to this grievance procedure. If the grievant so desires, he/she may request a representative from the Association to be present during the grievance procedure steps. Further, a grievant may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected by the Association. In any event, no resolution of a grievance will be inconsistent with the terms of this written Agreement, nor will the District resolve grievance until the Association has received a copy of the grievance and the proposed resolution and until the Association has been given the opportunity to file a response.

4.3.2 Informal Grievance Procedure

- 4.3.2.1** Both parties agree that grievance proceedings should be kept as informal as possible. Therefore, employees with grievances are urged to try to resolve their grievances in an informal manner with their immediate supervisor or other appropriate members of school administration. Ten (10) days will be allowed for

settlement of grievances in this informal procedure. If a settlement cannot be reached, the grievance should be reduced to writing either before or at the expiration of the aforementioned ten (10) days and entered into the formal grievance procedure.

4.3.3 Formal Grievance Procedure

Grievance Procedure Timeline:

1. Presented within 20 days. (4.3.1)
2. 10 days allowed for informal settlement. (4.3.2.1)
3. Presented in writing to supervisor and Association. (4.3.3.1)
4. Supervisor responds in writing within 5 days. (4.3.3.1)
5. Appeal to Grievance Review Committee within 10 days. (4.3.3.2)
6. Grievance Review Committee meets within 10 days. (4.3.3.2)
7. Grievance Review Committee submits its recommendation to Superintendent and Association within 10 days. (4.3.3.2.1)
8. Superintendent responds in writing within 10 days. (4.3.3.2.1)
9. Appeal to Governing Board within 10 days. (4.3.3.3)
10. Governing Board takes action at next regular Board meeting. (4.3.3.3.4)

Note: If Supervisor/Superintendent does not respond by time limit, grievant may proceed to next level. If grievant does not comply with time limit, the grievance will be deemed to be resolved.

4.3.3.1 Step One – If the grievance is not settled during the informal grievance procedure, the grievance should be presented in writing to the immediate supervisor and to the Association. The supervisor shall give an answer in writing within five (5) days of receipt of the written grievance.

4.3.3.2 Step Two – The grievant and/or Association with the grievant's permission may appeal the written Step One answer to the Grievance Review Committee within ten (10) days after receipt of the immediate supervisor's answer.

The Grievance Review Committee shall consist of a member of the Association (designated by the Association), a member of the school administration (designated by the Superintendent) and an impartial member that both sides mutually agree upon. If the two committee members cannot reach agreement on the name of the impartial member, they will request the services of a mediator from the Lake County Panel of Mediators at no cost to the District. The Grievance Review Committee shall meet within ten (10) days of the receipt of the appeal and may take the following actions:

- a. Meet with the parties and attempt to mediate the dispute. Appendix F – Standards for the Interpretation of Contract Language, as attached to this contract, shall be used as a standard for determining the meaning of the contract language.

b. Recommend a solution to the Superintendent with or without meeting with the parties. The recommendation could be supported by all members of the committee or each could make a recommendation separately.

4.3.3.2.1 Within 10 days of the first meeting of the Grievance Review Panel, a written recommendation will be submitted to the Superintendent and the Association. The Superintendent shall give an answer in writing to the parties within ten (10) days after receipt of the Grievance Review Committee's recommendations.

4.3.3.3 Step Three – If the grievant(s) is not satisfied with the decision of the Superintendent, or if there was no decision submitted, the grievant(s) may, within ten (10) days, appeal the Superintendent's decision to the Governing Board of the Lakeport Unified School District. The grievant(s) shall file a copy with the Association. The appeal shall include a copy of the grievance, the decisions rendered at Level 1 and Level 2, if any, and a clear, concise statement of the reasons for the appeal.

4.3.3.3.1 The Governing Board shall hear the grievance within thirty (30) days of the receipt of the request for a Board hearing, unless mutually agreed otherwise.

4.3.3.3.2 Nothing herein shall be construed to limit the grievant(s) from pursuing a resolution of the grievance within a tribunal or court of competent jurisdiction after exhausting all procedures outlined here.

4.3.3.3.3 The Board decision-making process shall include:

4.3.3.3.3.1 All parties will have access to any evidence that may have bearing on the Board's decision. (Discovery)

4.3.3.3.3.2 All parties will hear all arguments being made pertinent to the decision.

4.3.3.3.3.3 Appendix F – Standards for the Interpretation of Contract Language, as attached to this contract, shall be used as a standard for determining the meaning of contract language.

4.3.3.3.3.4 Both parties shall submit written briefs summarizing key arguments within thirty (30) days of the hearing, unless mutually waived.

4.3.3.3.5 Both parties will receive the written brief of the opposing party and shall have an opportunity to submit a rebuttal within ten (10) days.

4.3.3.3.4 Within thirty (30) days of the receipt of all briefs and rebuttals, the Board shall issue a written decision to all parties. This decision is final and binding on all parties and shall be precedent setting.

4.4 Grieving Provisions

While the grievance procedures are being pursued, the Superintendent's resolution of the existing problem shall be followed until a final decision of the matter is reached.

4.5 Miscellaneous

4.5.1 If the immediate supervisor, District Superintendent, or the Association fails to comply with the time limits set forth, the grievant may process the grievance to the next level of the grievance procedure. If the grievant fails to comply with the time limits set forth, then the last answer received by the grievant will be deemed to resolve the grievance.

4.5.2 Grievances reduced to writing for the formal grievance procedure shall be on the prescribed form (Appendix A), which shall include statements indicating:

- a. how the individual employee was adversely affected;
- b. the specific section of the contract allegedly violated;
- c. the specific remedy sought by the employee to resolve the grievance.

4.5.3 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

ARTICLE 5 – SAFETY CONDITIONS (TA dated 10.29.20)

- 5.1** The safety and health of pupils and employees is an important concern of the District. To ensure that exposure to unsafe conditions is minimized, certificated employees will be encouraged to be safety conscious in their own actions and to report any unsafe conditions to their immediate supervisors.
- 5.2** The District and the Association recognize that student misconduct could result in safety problems for both the students and the teachers. The parties further recognize that each student is an individual and that control and correction of student misconduct must be handled on an individual case basis. Pursuant to **Education Code** Section 48910, a teacher may suspend a pupil from the teacher’s class for any of the acts enumerated in **Education Code** Section 48900 for the day of the suspension and the following day. The teacher shall immediately report the suspension to the Principal of the school and send the pupil to the Principal or the Principal’s designee for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension.

Whenever practicable, a school counselor or a school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of suspension, without the concurrence of the teacher of the class and the Principal. Further, District policy on student misconduct will not be changed without consultation with the Association.

- 5.3** Per Education Code 49079, the district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

ARTICLE 6 – EVALUATION POLICY FOR CERTIFICATED PERSONNEL

6.1 It is understood and agreed by both parties that the principal objective of evaluation is to maintain and improve the quality of education within the District. It is further understood and agreed that this objective can be more readily achieved by a manifest willingness on the part of the Board to assist all certificated employees, especially less experienced employees, to improve their professional skills. Therefore, this policy is an expression of the intent of both parties to establish a uniform system of evaluation of the performance of all certificated employees.

6.2 Principles of Assessment

6.2.1 The Board shall evaluate and assess certificated employee competency as it reasonably relates to:

6.2.1.1 the progress of students toward standards established by the Governing Board pursuant to **Education Code** Section 44662;

6.2.1.2 the instructional techniques and strategies used by the employees;

6.2.1.3 the employee's adherence to curricular objectives;

6.2.1.4 the establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities;

6.2.1.5 the performance of those non-instructional duties and responsibilities including supervisory and advisory duties as defined by the Board.

6.2.2 The Board shall evaluate and assess the competency of non-instructional certificated employees in the unit as it reasonably relates to the fulfillment of their job responsibilities. (**Education Code** Section 44662)

6.3 Informal evaluation shall include:

6.3.1 An orientation conference to review standards of student progress, philosophy and objectives of classroom control and learning environment and areas of mutual concern.

6.3.2 Classroom observation(s) as deemed appropriate by either the evaluator or the evaluatee. Classroom observations will be followed by a written report or conference.

6.4 Formal evaluation shall include:

6.4.1 An orientation conference between the evaluator and evaluatee

6.4.2 At least two (2) classroom observations. Probationary Teachers are required to submit the lesson plan prior to the observations. Lesson plans may also be required prior to the observation for any unit member receiving an unsatisfactory or a needs improvement on a previous evaluation. Reports of these observations shall be written. When weaknesses are noted, the report shall include specific recommendations and a statement describing the administrative support.

- 6.4.3 A review of records of student progress in relation to established written standards of performance exclusive of standardized test scores.
- 6.4.4 A formal written evaluation of the evaluatee on the prescribed forms (such forms shall be part of the District policy).
- 6.4.5 A representative of the Association may be present at all conferences at the discretion of the teacher.

6.5 Calendar of Minimum Events

- 6.5.1 Orientation conference no later than the last day of the seventh week of school.
- 6.5.2 Establish goals and objectives by all employees no later than the last day of the ninth week of school.
- 6.5.3 Final written evaluation of probationary employees no later than March 1st.
- 6.5.4 Final written evaluation of permanent employees not later than 30 days before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place.

6.6 Procedures (Education Code Sections 44663, 44664)

- 6.6.1 Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis. Probationary personnel shall be evaluated at least once each school year. Permanent personnel shall be evaluated at least every other year unless they meet the criteria and have signed a five-year evaluation agreement (Appendix H).
- 6.6.2 The evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the employees.
- 6.6.3 In the event any employee is not performing his duties in a satisfactory manner according to the standards prescribed by the Governing Board, the employee in authority shall notify the employee in writing of such fact and describe such unsatisfactory performance.
- 6.6.4 The employee in authority shall thereafter confer with the employee making specific recommendations as to areas of improvement in the employee's performance and endeavor to assist the employee in such performance.
- 6.6.5 When any permanent certificated employee has received an unsatisfactory evaluation, the employee in authority shall annually evaluate the employee until the employee achieves a positive evaluation or is separated from the District.
- 6.6.6 Any evaluation performed pursuant to this article which contains an unsatisfactory rating of an employee's performance in the area of teaching method or instruction may include the requirement that the certificated employee shall, as determined necessary by the employee in authority, participate in a program designed to improve appropriate areas of the employee's performance and to further pupil achievement and the instructional objectives of the employee in authority.

- 6.6.7** Evaluation and assessment made pursuant to this article shall be reduced to writing and a copy thereof shall be transmitted to the certificated employee not later than 30 days before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place.
- 6.6.8** The certificated employee shall have the right to initiate a written reaction or response to the evaluation.
- 6.6.9** Such response shall become a permanent attachment to the employee's personnel file.
- 6.6.10** Before the last school day scheduled on the school calendar adopted by the Governing Board for the school year, a meeting shall be held between the employee and the evaluator to discuss the evaluation.

ARTICLE 7 – PEER ASSISTANCE AND REVIEW GUIDELINES
(TA dated 3.21.22)

The Lakeport Unified School District and Lakeport Unified Teachers' Association strive to provide the highest quality education to all students at Lakeport Unified School District. Both parties agree that optimum student performance is contingent upon optimum teacher performance. The parties believe that all teachers, even the most skilled, must focus on continuous improvement in their professional practice. Therefore, the parties agree to cooperate in the design and implementation of a mentoring program to improve the quality of instruction through expanded and improved professional development, peer assistance, and professional accountability. As part of the mentoring program there will be a component that provides for confidential support for teachers who are referred based upon their performance assessment, and those who request help.

ARTICLE 8 – CLASS SIZE (TA dated 10.29.20)

8.1 The District will attempt to meet the goal of class enrollment not to exceed: 24 in kindergarten through grade 3; 30 in grades 4 through 6 (excluding band and PE); 32 in core classes in grades 7 through 12 based on pupil enrollment per class period; and 20 in special day classes (SDC). For the purpose of this Agreement, a student is considered enrolled in a core class in grades 4-6 if the teacher is required to provide daily instruction and academic support. In the event that class enrollment exceeds these limits, a conference between the affected teachers, the principal, a representative of the Association and the Superintendent or his/her designee may be called by any of the parties listed above to develop a mitigation plan to recommend to the Board.

The average daily attendance ratio for Lakeport Alternative School (long term independent study program) is 24 students to 1 teacher. This will be used as the comparative ratio for independent study.

If, after the first 20 school days, the class enrollment is not adjusted to comply with the above limits, the unit member shall receive \$5.00 (five dollars and no/100) per enrollee for each day the class enrollment exceeds the ceiling retroactive to the first day of school. If, on or after day 21, class enrollment exceeds the limit, compensation begins that day. The unit member shall inform the site administration in writing if they choose not to receive the compensation.

Core classes in grades 7 through 12 are language arts, science, social studies, and mathematics.

ARTICLE 9 – VACANCIES AND TRANSFERS (TA dated 10.29.20)

9.1 Definitions

9.1.1 Transfer – A movement, either voluntary or involuntary, to fill a vacancy at another school site.

9.1.2 Voluntary Transfer – A transfer that is requested by the employee.

9.1.3 Involuntary Transfer – A transfer initiated by District management.

9.1.4 Vacancy – A vacancy is a certificated position that does not have a person assigned to it. This includes any vacated, promotional, or position newly-created by reconfiguration or restructuring.

9.1.5 Notice – Upon knowledge of vacancies, the District shall deliver to the Association and post in all school buildings, and email to each unit member via District email service, a notice of all vacancies, which occur during the school year. The notice shall contain the following:

9.1.5.1 A closing date which is at least ten (10) working days following the posting date.

9.1.5.2 Appropriate credentials and specific qualifications necessary to meet the requirements of the position.

9.1.5.3 It is necessary to submit a letter of intent in order to be considered for any vacancies.

9.1.5.4 No assignment to fill the vacancy shall be made until after the closing date.

9.1.5.5 The District may advertise concurrently both internally and externally.

9.1.6 Seniority – Position on the District seniority list as defined in Article 14.5.

9.2 Procedure for Selection of Vacancies, Voluntary Transfer, Summer School and Extra Duty

9.2.1 The Superintendent will determine the existence of all employee position vacancies.

9.2.2 At the time determined by the Superintendent, notification of vacancies shall be published and distributed as outlined in section 9.1.5.

9.2.2.1 The District shall distribute a year-end notification form to all certificated staff. Certificated staff who express an interest in

District openings shall be notified by mail during the summer recess.

Association site representatives shall be notified by mail of all summer recess vacancies.

9.2.2.2 Qualified internal candidates will be interviewed first.

9.2.2.3 If no qualified candidate can be found within the district, the District may interview external candidates.

9.2.3 The Principal of the school within the vacant position shall call a meeting of an interview committee. At least one member of the department, or grade level, where the vacancy occurs shall be on this committee. In an emergency situation or during the summer any teacher from the site is an acceptable interview committee member.

9.2.4 If there is only one applicant for a position, the interview committee will be convened to review the applicant's qualifications.

9.2.5 Criteria for Selection – The determination as to who receives the position shall be made by the Principal with the recommendation of the interview committee after an interview using criteria such as, but not limited to, the following as a basis for making the selection.

9.2.5.1 Seniority in the District.

9.2.5.2 The educational needs of the District.

9.2.5.3 Teacher holds a valid credential allowing service in the subject area or grade level for the requested transfer or reassignment.

9.2.5.4 Educational training of the applicant related to the position, or other vacant positions.

9.2.5.5 Experience in teaching the specified subject matter as related to the vacant position, and experience in teaching other pertinent subject matters as related to other positions.

9.2.5.6 A teacher has demonstrated success in teaching at a similar grade level or subject matter in the past. Evidence will be based upon satisfactory evaluations. In the event that satisfactory evaluations do not exist and school is still in session, the teacher may request that the receiving Principal make classroom observations to determine the teacher's potential to succeed at the requested assignment.

9.2.5.7 Teachers with unsatisfactory evaluations who request transfers must have concurring approval of both Principals.

9.2.6 The District shall, upon request, deliver in writing the reasons for not being selected for the vacancy.

9.2.7 The Principal's recommendations to the Superintendent of the candidate to fill a position shall be considerate of, but not bound by, the opinions of the members of the interview committee.

9.2.8 The Superintendent shall consult with the Principal in submission of his/her recommendation to the Governing Board for consideration of employment in the position.

9.3 Involuntary Transfer

9.3.1 Every effort shall be made to avoid involuntary transfer by soliciting applications for voluntary transfers.

9.3.2 When the Principal determines that no voluntary transfer applications exist, the Principal may submit to the Superintendent a written request for transfer of teachers.

9.3.3 Teachers with less seniority in the district shall be considered before those with more seniority.

9.3.4 The Superintendent shall make the decision regarding the transfer and this decision shall be submitted in writing to the teacher and the Principal involved. The teacher shall be notified in writing of the reasons for and the effective date of the involuntary transfer.

9.3.5 Upon request, the teacher shall be granted a meeting with the Superintendent within five (5) days after receipt of the involuntary transfer notice.

9.3.6 When a choice of positions is possible, the employee(s) may indicate an order of preference based on seniority within the District.

9.3.7 Every reasonable effort shall be made to conclude decisions concerning involuntary transfer prior to the close of each school year.

9.3.8 When transfers are administratively decided upon during the summer months, notification to the employee by the District shall be given to the employee as soon as possible by certified mail.

9.3.9 The District shall assist the employee in making the transfer.

- 9.3.9.1** At the employee's request, custodial staff shall pack and/or move the employee's belongings to the new classroom and school site.
- 9.3.9.2** Employees transferred will be able to move into a clear, clean classroom without being required to perform custodial duties.
- 9.3.9.3** If an involuntary transfer occurs after the school year ends, the District agrees to compensate the employee two additional days' pay for the time and effort involved in the move. The daily rate will equal the employee's total salary divided by the number of contract days.
- 9.3.9.4** If the involuntary transfer occurs during the school year, the District agrees to provide the employee with two days of release time for the move.

9.4 Final Authority

The final decision regarding transfers rests with the Governing Board.

ARTICLE 10 – LEAVES – (TA dated 10.29.20)

Leave provisions covered by this Agreement are inclusive of those provided by state law.

10.1 Introduction

- 10.1.1** The District recognizes the need for members of the professional staff to, on occasion, be absent from their duties. Reasons for such absences are: illness, maternity, bereavement, professional growth, legal emergencies, military obligations, and personal needs. It is the District's intention to see that absences do not impede the educational process, cause undue financial strain on the School District, or provide a severe financial hardship to the professional staff of the District.
- 10.1.2** When an employee finds he/she must be absent from duty for any reason, he/she shall secure permission from his/her Principal or supervisor as soon as possible.
- 10.1.3** When an employee finds he/she must leave the school premises during his/her work schedule, he/she must secure permission from the Principal or supervisor.
- 10.1.4** It is the responsibility of both the employee and his/her Principal/supervisor to report all absences so that proper leave charges may be recorded in the business office.
- 10.1.5** The District reserves the right to satisfactorily verify that any leaves taken by unit members under this Article be in compliance with the applicable terms and conditions stated herein when there is reasonable suspicion that the leave is not being used for the purpose for which it was taken/granted.

10.2 Bereavement Leave

- 10.2.1** A regular certificated employee who is absent because of death of an immediate member of the family will be entitled to a leave of absence for each such bereavement not to exceed five (5) days. This bereavement leave will be granted without loss of pay and such leave shall not be deducted from leave granted by other sections of the **California Education Code**. If more time is necessary, it may be granted by the Governing Board under the provisions of Paid Family Medical Leave (see Section 10.7).
- 10.2.2** Definition of "immediate member of the family" for purposes of this section: husband, wife, son, daughter, father, mother, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, grandfather-in-law, grandmother-in-law, brother, sister, son-in-law,

daughter-in-law, brother-in-law, sister-in-law, or any person living in the immediate household of the employee.

10.2.3 The District may enlarge the benefits of this section in the event of special circumstances.

10.3 Educational Leave

10.3.1 Absences may be granted by the Principal or the Superintendent for the purpose of studying or visiting other schools or attending to other assigned school business without loss of pay.

10.3.2 A limited leave of absence nearing the close of the school year may be granted to permit a teacher to attend summer school if it is established that such early departure is mandatory for summer school credit. Such limited leave shall be granted with salary which is the difference between employee's pay and that of a substitute.

10.3.3 Professional leave of absence, not to exceed one (1) year, may be granted by the Board on recommendation of the Superintendent, for advanced training or travel having professional implications, exchange teachings, or overseas teaching. Such leave shall be granted without pay. Such leave shall be requested prior to March 1 of the year of absence, and intention to return to the District shall be given prior to March 1 of the following year. Such leave may be granted only to permanent employees with commendable evaluation of prior service.

10.4 Industrial Accident or Illness Leave

10.4.1 A certificated employee shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

10.4.1.1 The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Insurance Fund.

10.4.1.2 Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability, but not to exceed sixty (60) calendar days.

10.4.1.3 Allowable leave shall not be accumulated from year to year.

10.4.1.4 The leave under these rules and regulations will commence on the first day of the absence.

- 10.4.1.5** When a person is absent from his/her duties because of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs, which, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the **Labor Code**, shall result in a payment to him/her of not more than his/her full salary.
- 10.4.1.6** Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 10.4.1.7** When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 10.4.1.8** During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received because of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
- 10.4.1.9** Any employee receiving benefits as a result of these rules and regulations shall, during the period of injury or illness remain within the State of California unless the District authorizes travel outside the state.
- 10.4.1.10** Upon termination of the industrial accident or illness leave, the employee shall be entitled to sick leave benefits as provided in this Agreement and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability, will result in payment to him/her of not more than his/her full salary.

10.5 Military Leave

- 10.5.1** Certificated employees shall be granted leave without pay when they are required to serve military obligations.
- 10.5.2** When serving military obligations the teacher shall make steps on the salary schedule as if he/she were teaching, with a limit of two years.

10.5.3 If the teacher is probationary, the period of absence shall not count as part of the time required for permanent classification.

10.5.4 Requests for military leave should be made as far in advance as possible in order that a competent replacement may be obtained. Verification of required military service must be submitted to the Superintendent and the Governing Board.

10.6 Parental Leave

10.6.1 Child Bearing Leave

Employees are entitled to use accumulated sick leave as set forth in provisions of Sick Leave for disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. Such paid leave shall not be used for child care, child rearing or preparation of childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date upon 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.

10.6.2 Differential Leave

Eligible unit members may take up to 60 days of sick leave and/or differential leave of parental leave pursuant to the terms of Education Code section 44977.5 . Concurrent with AB 2012 (Medina): Expanded Definition of Differential Pay for Parental Leave, the employee will be paid no less than 50% of his/her regular salary for the remaining portion of the 12 work week period of parental leave.

10.6.3 Child Rearing Leave

10.6.3.1 The District, upon request of a male or female teacher who is a natural or adopting parent, may grant an unpaid leave of absence up to one year for the purpose of rearing his/her infant. Such leave shall terminate either at the semester break or at the end of the school year.

10.6.3.2 If a teacher requests that a child rearing leave terminate either before the semester break or before the end of the school year, the District will consider such requests based on the recommendation of the Principal and the Superintendent.

10.7 Paid Family Medical Leave

10.7.1 Employees may use up to 30 days of accrued sick leave to care for a parent, spouse, registered domestic partner, or child with a serious health condition. This leave includes personal necessity days and runs concurrently with the federal Family and Medical Leave Act (FMLA) and the California Family Right Act (CFRA).

10.7.2 Definitions

10.7.2.1 Child - a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in place of a parent who is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.

10.7.2.2 Parent - a biological, foster or adoptive parent, a stepparent, a legal guardian, or other person who stood in place of a parent to the employee when the employee was a child.

10.7.2.3 Serious Health Condition - a serious health condition is an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice or residential health care facility or continuing supervision or treatment by a healthcare provider with treatment visits at least twice per year.

10.7.3 Eligibility Requirements

Any employee is eligible for FMLA/CFRA if they have worked for the District for at least 12 months and have 1,250 hours of service in the previous 12 months. The 12-month period shall be measured backward from the date an employee uses the leave and so shall comprise the 12 months immediately preceding the date an employee uses the leave.

10.7.4 Employee Responsibilities

If the employee's need for a leave pursuant to this section is foreseeable, the employee shall provide the District with reasonable advance notice of the need for the leave. If the employee's need for leave pursuant to this section is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District, subject to the approval of the health care provider of the individual requiring the treatment or supervision.

10.7.5 Use of Leave

Leave does not need to be taken as consecutive days. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. All leave used is counted toward the available 12 work weeks. Leave taken pursuant to FMLA, CFRA, or both shall run concurrently with any other leaves to which an employee is entitled, such as sick leave.

10.7.6 Certification by a Health Care Provider

An employee requesting leave for his/her own serious health condition or to care for a child, a spouse, or a parent who has a serious health condition must be supported by a certification issued by the health care provider of the individual requiring care. That certification shall be sufficient if it includes all of the following:

- a. The date on which the serious health condition commenced.
- b. The probable duration of the condition.
- c. A statement that, due to the serious health condition, the employee is unable to perform the function of his or her position, or statement that the serious health condition warrants the participation of a family member to provide care during a period of treatment or supervision of the individual requiring care.
- d. An estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care.

10.7.7 Benefits and Protection

During FMLA leave, the District must maintain the employee's health coverage on the same terms as if the employee has continued to work. Upon return from FMLA leave, the employee must be restored to his/her original or equivalent position with equivalent pay, benefits, and other employment terms. FMLA leave does not constitute a break in service for purposes of longevity and/or seniority.

10.8 Personal Necessity Leave

10.8.1 Employees shall be allowed up to ten (10) days of accumulated sick leave for personal necessity, which shall not be carried over from year to year. All ten (10) personal necessity leave days shall be granted without verification of the purpose to the district or site administrator.

10.8.1.1 Notification of the use of personal necessity leave shall be entered into the online absence management system in advance of the leave, except in cases of emergency.

10.8.2 Personal necessity days shall not be used to extend a legal or district holiday and/or may not be consecutive unless the leave meets the following provisions and is approved by the site administrator and/or superintendent (please enter the reason code from below into the online absence management system under “Notes to Administrator”):

- a. is of such a nature that it could not be anticipated or controlled by the employee and/or
- b. involves circumstances which the employee cannot reasonably be expected to disregard.
- c. notification of the use of personal necessity leave shall be entered into the Frontline system at least two days in advance of the leave, except in cases of emergency.

10.8.3 Personal leave shall not be allowed at a time during which there is an Association-District labor dispute, condition of employee unrest or dissension, or at a strategic point in contract negotiations. The determination of such labor conditions shall be at a unilateral declaration of the district. Personal leave during such a declared time period shall be treated as unpaid leave of absence as defined in Article 10.11.

10.8.4 Wellness Bonus. Unit members who take zero (0) days of Personal Necessity Leave (Article 10.8) or sick leave (Article 10.9) in a contract year shall be entitled to a bonus of two-hundred fifty dollars (\$250) payable on a paycheck by the end of the fiscal year. Unit members who take one (1) day of Personal Necessity Leave (Article 10.8) or sick leave (Article 10.9) in a contract year shall be entitled to a bonus of one-hundred twenty-five dollars (\$125) payable on a paycheck by the end of the fiscal year.

10.9 Sick Leave

10.9.1 Definition

10.9.1.1 The term “sick leave” as hereinafter used is construed to mean the automatic leave of absence granted to a regular certificated employee of the District whenever such absence is the result of

an illness or accident occurring to said employee. (**Education Code**, Section 44964).

10.9.1.2 “Illness or accident” shall mean illness, other physical disability, or disability as defined and verified in writing by a medical doctor such that the employee is unable to perform his or her duties adequately.

10.9.2 Entitlement

10.9.2.1 Each certificated employee shall be entitled to ten (10) days leave of absence for illness or injury during the school year. Unused leave shall be carried forward to the succeeding year and shall be accumulative.

10.9.2.2 The administration may require a doctor’s certification or other proof of illness after three (3) days before allowing payment for days of absence due to illness, accident, or quarantine. The administration may require such certification for absences of three (3) days or less if deemed appropriate under the circumstances.

10.9.3 Extended Leave of Absence

10.9.3.1 When a person employed in a position requiring certification is absent from his/her duties due to illness or injury, he/she shall use all of his/her accumulated sick leave before the provisions of this section shall apply. Benefits for a period of five (5) school months from the first date of absence will be provided to the extent required by law.

10.9.3.2 Any certificated employee requesting an extended leave of absence must present a statement indicating need from either a physician or a registered practitioner. All certificated personnel returning from extended leave of absence must present a physician’s statement verifying fitness to return to duty. An extended leave of absence is defined in this section as being one of ten (10) days or longer.

10.9.4 Quarantine

Certificated employees who are absent from duty because of a legally established quarantine which they took reasonable precaution to avoid are entitled to the same salary considerations as though they were personally ill and the absence shall be counted as sick leave.

10.9.5 Advance Credit for Sick Leave

Regular employees shall be advanced credit for sick leave annually as of the first day of the school year or as the first day of employment. Except in cases of illness or death, employees terminating before the end of the fiscal year or interrupting their service because of an extended leave of absence shall have their sick leave allowance for the year reduced in accordance with the proportion of the year served and sick leave taken in excess of that earned at the beginning of the leave for service rendered at the rate of one (1) day per month. The employee shall not earn additional sick leave until that owed the District has been earned and repaid.

10.9.6 Transfer of Sick Leave/Catastrophic Leave (Sick Leave Bank)

10.9.6.1 Transfer of sick leave will be permitted to the extent required by law.

10.9.6.2 Certificated employees may donate sick leave credits to an employee when that employee or a qualifying member of his or her family suffers from a catastrophic illness or injury that is expected to incapacitate the employee and/or family member for an extended period of time. Qualifying family members include a parent, spouse, registered domestic partner, or child with a serious health condition. Catastrophic leave shall be granted when the employee has exhausted his/her sick leave and additional leave is needed.

10.9.6.3 Eligible sick leave credits may be donated to another district employee for a catastrophic illness or injury if all of the following requirements are met:

- a. The employee has exhausted all accrued sick leave.
- b. The employee who is, or whose family member is, suffering from a catastrophic illness or injury, or his or her designated representative, makes a request to the District that eligible sick leave credits be donated. The employee shall provide verification from a physician that such a catastrophic illness or injury exists, and that it will keep the employee out of work for an extended period of time.
- c. Any employee using such catastrophic leave as described above shall not use such leave for a period to exceed 185 days or twelve (12) consecutive months.

- d. The employee who is the recipient of the donated leave credits shall use those credits within 12 consecutive months. If donated credits are not used by the employee within 12 consecutive months, the credits shall be placed in a pool that will be available to the next eligible employee who requests catastrophic leave.
- e. Certificated employees wishing to donate sick leave credits must do so in writing to the District.
- f. To ensure that employees retain sufficient sick leave to meet needs that normally arise, donors shall not reduce their accumulated earned sick leave to fewer than 200 hours.
- g. Donations must be for a minimum of eight (8) hours and thereafter in one-hour increments to a maximum of 40 hours.
- h. All donations shall remain confidential and are irrevocable

10.9.7 Upon Termination of Employment

When an employee separates from the certificated service, there will be no cash reimbursement for unused accumulated sick leave. Accumulated sick leave may not be taken as vacation.

10.9.8 Extension

If a certificated employee uses all of his/her sick leave, the Board may approve additional sick leave within the legal limits of the **California Education Code**.

10.9.9 Re-employment

A permanent employee who resigns and is re-employed within thirty-nine (39) months shall have reinstated all unused sick leave credit existing at the time of resignation.

10.9.10 Leave of Absence

While on leave of absence, a regular employee shall maintain, but not add to, any sick leave credit accumulated prior to such leave.

10.9.11 Substitute Procedure

1. To request a substitute teacher, log in to the online absence management system (<https://login.frontlineeducation.com>) then enter ID and PIN. Substitutes can also be requested by calling the online absence management system at 1-800-942-3767. When prompted, enter your ID number and PIN. Make a note of your confirmation number.

2. If using the online method, enter the date(s) of the upcoming absence, absence reason, absence times and any notes to the administrator or to the substitute. If you already know who will be covering your absence, click “Create Absence and Assign Sub”. If you do not yet have coverage arranged, click “Create Absence” for the system to locate a substitute for you.
3. School secretaries and administrators will log in to the online absence management system program daily to monitor absences.
4. School secretaries will continue to make arrangements for IEP day subs and roving subs.
5. If you have an emergency, you will need to call the school secretary to inform them of your absence. They will enter your absence in the online absence management system program so that the automated system will search for a substitute.

10.10 Court Appearance Leave

Employees serving on jury duty or appearing due to a subpoena shall endorse to the District checks received for jury duty and the District, in turn, shall issue the employee appropriate salary warrants for payment of the employee’s salary and shall deduct normal retirement and other authorized contributions.

10.11 Paid Leave of Absence (Without Loss of Pay)

Paid leave of absence means that a teacher shall be entitled (a) to wages specified within the applicable leave section contained herein, (b) to health and welfare benefits per Article 12, Section 12.1 of this Agreement, (c) to return to the same or similar position which he/she held before commencement of the leave, and (d) to receive credit for salary increments per Article 11 of this Agreement.

10.12 Unpaid Leave of Absence (Without Pay)

Unpaid leave of absence means that a teacher shall (a) receive no wages, (b) be entitled to participate in the health and welfare benefits program at his/her own expense per Article 12 of this Agreement provided insurance carrier allows, and (c) be entitled to return to a similar position which he/she held before commencement of the leave.

Subject to the approval of the Superintendent and meeting the guidelines in Section 10.7.2, when a teacher requests unpaid leave for a period of five (5) consecutive days or less or five (5) days cumulative unpaid leave in any school year, the unpaid leave shall only consist of a deduction of the cost of a substitute.

10.13 Leave and Temporary Teachers

If leave has been granted by the District for a certificated employee for at least one (1) school semester, the temporary teacher that the District may employ to take the place of the regularly assigned teacher shall not be entitled to any re-employment opportunities except as determined by the District and provided by the **Education Code**.

ARTICLE 11 – WAGES (TA dated 3.21.22)

11.1 Employees shall receive compensation for their services according to the salary schedule in Appendix C. Employees have the option to receive summer deferred paychecks for any month in which they are not scheduled to work. In order to be eligible for this option, they must notify the payroll department prior to August 1st of each year.

11.2 The Superintendent shall be responsible for the placement of certificated employees on the salary schedule in accordance with the following:

11.2.1 Initial Placement

11.2.1.1 Initial placement on the salary schedule shall be based on the employee's individual record of experience and the training on file with the District Office. New employees shall not be hired in an experience step greater than Step Ten (10) beginning July 1, 2001.

11.2.2 Step Advancement

11.2.2.1 One step advancement on the salary schedule shall be given for each one (1) year of certificated employment in the District to a maximum of ten (10) steps, but not to exceed the step maximum of each column.

11.2.2.2 Recognition of longevity will be given after the completion of fourteen (14) full years of District service credit by advancement to the fifteen (15) year anniversary increment step. Recognition of longevity will be given after the completion of nineteen (19) full years of District service credit by advancement to the twenty (20) year anniversary increment step. Recognition of longevity will be given after the completion of twenty-four (24) full years of District service credit by advancement to the twenty-five (25) year anniversary increment step.

11.2.2.3 No employee shall receive a step advancement unless the employee has been in service to the District at least seventy-five (75) percent of the instructional days of the school year.

11.2.2.4 Employees may not move more than one step in any one school year.

11.2.3 Column Advancement

11.2.3.1 Employees may be advanced on the salary schedule on the basis of educational units they take beyond the requirements of the credential. Columns shall be identified and established on the adopted District salary schedule indicating education unit requirements for each column. Normally, only units earned after receipt of the Bachelor's Degree will be used in a salary placement. However, units earned after completion of the BA Degree Program and recognized by the certificated employee's university and the State Credential Commission as post-graduate units for purpose of the completion of the fifth year for credentialing purposes will be counted. (Ref: **Education Code**, Section 44203(e))

11.2.3.2 Employees may not move more than one column in any one school year.

11.2.3.3 The basis for the Superintendent’s approval of units requested by certificated personnel for advancement on the salary schedule shall include the following guidelines:

- a. Units taken for professional advancement on the salary schedule should receive advance approval of the teacher’s Principal and the Superintendent. Units taken without advance approval may not be credited for advancement on the salary schedule.
- b. During the regular school year, teachers shall take no more than six (6) units of work for salary credit during any one semester. Exception to this must be approved by the Superintendent.
- c. Units not leading to a California credential or higher degree must be of direct benefit to the District or the instructional program and may not be approved if for personal gain or a vocational enrichment.
- d. Only upper division units taken at an accredited university or college will be accepted. “Accredited university or college” shall be defined as an accredited agency listed in the U.S. Office of Education publication, “Accredited Higher Institutions.” Exceptions must be approved by the Principal and the Superintendent.
- e. Auditing of university or college courses will not be approved for any salary credit.
- f. Units must be successfully completed with a grade of at least “C” or its equivalent to be approved for salary credit.

11.3 Certificated personnel advancement on the salary schedule occurs only at the beginning of a given school year. All interpretations of the placement on the salary schedule shall be based on official transcripts, verifiable information and documentation which must be filed with the District Office not later than October 15 for consideration for advancement on the salary schedule.

11.4 Compensation and Credit for Conference/Workshops

The District may approve requests by certificated staff to attend conference and workshops concerning curriculum, teaching strategies and classroom management when it is determined the conference will benefit students and expenses meet District and school budget plans.

If units offered by the conference sponsor meet requirements as specified by Section 11.2.3.3 of the Lakeport Unified School District – Lakeport Unified Teachers’ Association Agreement, employees may earn university credit even if the conference is scheduled on Association-District contract days. A limit of three (3) semester hours in a two (2) year period will be approved for salary schedule credit for units earned during contract time.

Employees shall pay awarded unit credit costs.

Employees will be compensated at a daily rate of \$150.00 for conferences or workshops attended outside Association-District contract days.

11.5 Teacher Travel

An allowance for mileage shall be made for certificated employees who use their personal cars on authorized District business at the IRS-approved cost per mile.

11.6 Compensation in Specific Situations

11.6.1 Compensation for Forfeiture of a Prep Period

Grades 7-12: When a teacher has forfeited his/her prep period because of a school-related event, and when so directed by a site administrator, compensation of a rate of twenty-five dollars (\$25.00) per period will be paid to teachers for such service. Documentation for each paid instance shall be recorded on a District Payroll Timesheet (Appendix D).

11.6.2 Compensation for Extra Students

Grades TK-6: When as the result of a teacher absence a unit member is directed by a site administrator to receive additional student(s) into their classroom, compensation at a rate of five dollars (\$5.00) per additional student per day will be paid to teachers for such service. Documentation for each paid instance shall be recorded on a District Class Size Reporting Form.

11.7 Extra Service Assignments

Extra Service Assignments (Appendix E) are additional duties which are determined to exceed in time and responsibility those assignments considered usual and customary for certificated employees at a school site. Usual and customary assignments include equitable adjunct duties assigned to the staff of the school.

11.7.1 Determination of Extra Service Assignments

- 11.7.1.1** On or before April 15, the District shall post known vacancies for extra service assignments.
- 11.7.1.2** Vacancies occur for extra-service assignments when determined by the site administrator or when a LUTA unit member submits a letter of intent to apply for a position not occupied by a LUTA unit member.
- 11.7.1.3** When extra service assignments are added or if a position becomes vacant, a notice of the position vacancy shall be posted for ten (10) school days before the application period is closed.
- 11.7.1.4** Application for extra service assignments shall be submitted to the Principal of the school where the extra service will take place.
- 11.7.1.5** The Principal shall recommend to the Governing Board a qualified candidate from the applicants to fill the vacant extra service assignment.
- 11.7.1.6** Final selection of the qualified candidate to fill the position shall be made by the Governing Board with consideration of the recommendation from school administration.

11.7.1.7 On or before April 15 of each year, the District shall distribute to site representatives a roster of all extra service positions and position holders.

11.8 One Time or Non-Recurring Assignments

Whenever it is determined by the District to pay a stipend for a specific task which is designed for limited duration, the District shall notify the Association of its intent to do so and stipulate the amount to be paid. Provisions of Article 11.7.1 (sections 11.7.1.2 through 11.7.1.5) apply in the process of selecting those to fill these assignments.

11.9 Compensation for Extra Services

Compensation for extra services shall be paid in accordance with the Schedule of Extra Services (Appendix E) as a separate check issued in December, March and May.

The extra duty salary schedule shall be reviewed annually. The schedule will receive the same percentage adjustment as the certificated salary schedule.

11.10 Compensation for Counselors, Lead Teachers, Instructional Coaches, and Special Education Case Managers

In recognition of added responsibilities, credential/license requirements and/or days of service, counselors, lead teachers, and instructional coaches shall receive an additional ten percent in annual salary.

In recognition of added due process responsibilities, all special education case managers shall receive a \$3,500 stipend annually. This stipend will be paid on a pro rata basis for part-time special education case managers. All stipends are payable in May.

11.11 Teaching an Additional Period

A teacher will be paid an additional 1/7 salary for time spent teaching an additional period if the teacher is asked to teach an additional period to relieve overcrowding or increase course offerings. The decision to determine the need of this position rests solely with the District. Teachers receiving pay for their prep period cannot also receive a stipend for the same period/duty. A stipend can be given for afterschool hour duty, per the Teacher's Extra Duty Schedule.

ARTICLE 12 – HEALTH AND WELFARE BENEFITS (TA dated 3.21.22 – no changes)

12.1 The District shall provide medical, prescription, dental and vision insurance for employees and dependents at a rate no greater than \$15,500. Any cost above the monthly District contribution shall be paid by employees through payroll deductions. The District shall also provide an IRS 125 plan at no cost to the employees to tax shelter any out-of-pocket expenses incurred by bargaining unit members for health insurance premiums, required co-payments, and qualifying dependent care.

The Association will present unit members with the number of plans allowed by the carrier. When possible, one of the plans will have a no “out of pocket” monthly premium cost. Should the District’s contribution exceed the cost of the health benefit plan chosen by the employee, the unit member shall receive the difference on a monthly basis, less all normal payroll costs.

12.1.1 Part-time unit members will be entitled to a prorated share of the health and welfare benefit cap equal to their percentage of full-time equivalency.

12.2 The determination as to the carrier and type of program shall be made by the District.

12.3 A designated member of the Association shall be provided with copies of the meeting agenda and minutes of the Board of Directors and the Joint Powers Agency governing the Self-Insurance Program for employee health-related benefits. Said designee may attend, as an observer, JPA Board meetings deemed important by the Association.

If the attendance of an Association member at such meeting requires the employment of a substitute teacher, the Association will reimburse the district for the expenses of the substitute.

12.4 The District will offer a major medical health plan as an option such as the SISC Basic Plan to be mutually agreed upon by the District and the Lakeport Unified Teachers’ Association that will be available to retirees to participate at their expense unless otherwise provided for in this Agreement.

Should there be any administrative cost from the plan provider for making this option available, these costs shall be borne by the retiree and calculated as a pro-rata share in addition to each participating retiree’s contribution for this benefit.

This provision of the contract does not establish a vested right and may be terminated through the negotiation process at any time.

ARTICLE 13 – DISTRICT RIGHTS

13.1 Legal Responsibilities

The Association recognizes the prerogative of the District to govern, operate, and manage its affairs in all respects in accordance with its legal responsibilities. The District recognizes the right and responsibility of the Association to represent unit members in matters subject to meeting and negotiation.

13.2 District Rights, Power and Authority

It is understood and agreed that the District retains all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of California and the United States. Included in these District powers, rights, authority, duties and responsibilities are rights to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures; determine budgetary allocation; and determine the methods of raising revenue. In addition, the Board retains the right to hire and classify employees.

13.3 Limitations

The District shall be limited in the exercise of the foregoing powers, rights, authority, duties and responsibilities by the laws and constitutions of California and the United States, the provisions of this agreement, and the duty of the District to meet and negotiate in good faith with the Association in matters relating to the scope of representation and to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks as set forth in **Government Code**, Section 3543.2.

13.4 Emergency Clause

Both parties recognize that there may occur certain exigent circumstances when emergency action is required. Emergencies shall be limited to unforeseen events of such extreme magnitude as to make the affected provision of the contract reasonably and objectively non-performable and require action by the District in response thereto. Financial situations that could reasonably be foreseen or dealt with by the District shall not constitute an emergency under these provisions. In the event of such a bona fide emergency, performance of the affected provisions of this Agreement may be temporarily suspended, but the parties agree to meet and negotiate as soon as possible to arrive at a mutually agreeable solution during the emergency. Such suspension shall be terminated promptly when the emergency ends.

ARTICLE 14 – UNIT MEMBERS’ RIGHTS

- 14.1** The District and Association recognize the right of unit members to form, join and participate in lawful activities of employee organizations and the alternative right of unit members to refuse to form, join and participate in lawful Association activities. The District and Association agree that neither side will take adverse action against any unit member as a result of his/her forming, joining or participating or refusing to form, join or participate in lawful Association activities.
- 14.2** The Association has the right to consult with the Governing Board or its representative on the definition of educational objectives, the determination of the context of courses and curriculum, the selection of textbooks, and actions or changes in written Board policies and/or written administrative rules and regulations which affect employees covered by the Agreement.
- 14.3** The Association shall be provided with ten (10) days of release time with no loss of pay or benefits for Association general business, training, or leadership conferences sponsored by CTA/NEA.
- 14.4** Release time shall be provided for Association members for negotiations or processing grievances or PERB proceedings in which the Association is a legal participant.

14.5 Seniority Roster

The District shall post a seniority list at all school sites no later than September 30. If changes occur, the District shall post a new list. This list shall contain the names of all permanent and probationary unit members, along with their date of hire as determined pursuant to **Education Code** Section 44845, which provides:

Every probationary or permanent employee employed after June 30, 1947, shall be deemed to have been employed on the date upon which he first rendered paid service in a probationary position.

The District adopted and posted seniority list shall be utilized in any certificated layoff proceedings and for determining seniority for any applicable provision of this Collective Bargaining Agreement.

Once the list is posted, unit members shall have twenty (20) work days to contest in writing their District enumerated seniority date. District will respond in writing to any contested seniority date within ten (10) work days. The District’s decision with regard to the unit member’s contested seniority date shall be final and not subject to the grievance procedure, with the exception of disputes to seniority dates that are involved in the implementation of Article 9 (Vacancies and Transfers).

ARTICLE 15 – ASSOCIATION MEMBERSHIP DUES AND AGENCY FEES –

15.1 Association Dues

15.1.1 The District agrees to deduct Association dues from the pay of unit members who have joined CTA.

15.1.2 With respect to the Association dues deducted by the District, 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, and indicating any changes in personnel from the list previously furnished.

ARTICLE 16 – COMPLAINTS CONCERNING CERTIFICATED EMPLOYEES

In order to promote fair and constructive communication, the following procedures shall govern the resolution of complaints against certificated employees:

- 16.1** Every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, complaints concerning school personnel should be made directly by the complainant to the person against whom the complaint is made. Parents/guardians are encouraged to attempt to orally resolve concerns with the staff member personally.
- 16.2** All written complaints related to certificated personnel shall be submitted to the immediate supervisor. If the complainant is unable to prepare the complaint in writing, administrative staff shall help him/her to do so.
- 16.3** When a written complaint is received, the employee shall be notified within five (5) days.
- 16.4** A written complaint must include:
- a. The name of each employee involved;
 - b. A brief but specific summary of the complaint and the facts surrounding it, and
 - c. A specific description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter.
- 16.5** The person responsible for investigating complaints will attempt to resolve the complaint to the satisfaction of the person(s) involved within thirty (30) days.
- 16.6** The complainant may appeal a decision by the Principal or immediate supervisor to the Superintendent or designee, who will attempt to resolve the complaint to the satisfaction of the person(s) involved within thirty (30) days. Complainants should consider and accept the Superintendent or designee's decision as final. However, the complainant, the employee, or the Superintendent or designee may ask to address the Board regarding the complaint.
- 16.7** Before any Board consideration of a complaint, the Superintendent or designee shall submit to the Board a written report concerning the complaint, including but not limited to:
- a. The name of each employee involved.
 - b. A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the employee(s) as to the precise nature of the complaint and to allow the employee(s) to prepare a defense.
 - c. A copy of a signed original complaint.
 - d. A summary of the action taken by the Superintendent or designee, together with his/her specific finding that the problem has not been resolved and the reasons.
- 16.8** All parties to the complaint may be asked to attend a Board meeting in order to present all available evidence and allow every opportunity for explaining and clarifying the issue.
- 16.9** Before the Board holds a closed session to hear complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the

complaints or charges heard in open session rather than closed session. This notice shall be delivered personally or by mail at least 24 hours before the time of the session, and the employee may request that the complaints or charges be heard in open session. Complaints concerning Board members shall be addressed in open session unless a closed session is warranted pursuant to **Education Code** 35146 or 48918 or **Government Code** 54957 or 54957.6

16.10 Any decision of the Board shall be final.

ARTICLE 17 – SAVINGS CLAUSE

If any provisions of this Agreement or any application thereof to an employee is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid to the extent required by such court decision, but all other provisions or applications shall continue to full force effect.

ARTICLE 18 – PARAPROFESSIONALS

The District and the Association recognize the significant contribution made by paraprofessionals to the educational program. It is agreed that, in the event of changing fiscal conditions which could result in the District's consideration of a reduction of paraprofessional services, the District will not reduce paraprofessional positions or services without first consulting with the Association.

**ARTICLE 19 – PROCEDURES FOR DISMISSAL OF PROBATIONARY EMPLOYEES
UNDER EDUCATION CODE SECTION 44948.3**

If it determines to dismiss probationary employees, the District shall comply with the procedures and due process requirements set forth in **California Education Code** Section 44948.3.

ARTICLE 20 – BUDGET PREPARATIONS

The District agrees to the inclusion of the Lakeport Unified Teachers' Association president or designee and one (1) representative from each school site named by the Association to be participants in budget planning and development with the Governing Board and Superintendent. The interest of the Association is to become informed and to express Association concerns and priorities in the formulation of the annual District Budget.

ARTICLE 21 - 403(b) MATCHING CONTRIBUTION PLAN (T.A. dated 3.21.22)

21.1 Eligibility: Beginning July 1, 2022, teachers who are regularly employed and who meet the definition of a teacher established in this agreement shall be eligible to participate in the district sponsored 403(b) matching contribution plan pursuant to Ed Code: 44041.5.

21.2 Matching Contribution: The District will match eligible annual teacher contributions based on the following table:

403b Contribution	2022-2023	2023-2024
All Eligible Teachers	\$1,000	\$1,500

*(Note: Employee and District contributions to be made in 10 installments – monthly August through May)

21.2.1 The District shall contribute annually an amount equal to the amount contributed by the employee up to the maximum limits as defined in this section. Those working less than full time as defined in Article 3 shall be eligible on a prorated basis.

21.3 Maximum Contribution: The maximum lifetime district matching contribution shall not exceed \$30,000 per eligible participant.

21.4 Enrollment and Changes: In order to be eligible for the district sponsored 403(b) matching contribution plan, a teacher must submit a salary reduction authorization agreement prior to April 1 of any school year. Contribution changes may be made twice per year. This must occur on or before April 1 for implementation August 1 and a submission date of December 20 for implementation March 1. Participation will carry forward automatically once an employee is enrolled in this program until they submit a change form.

21.5 Retirement Options (Article 22): Teachers hired prior to September 1, 2014, may elect to participate in the 403(b) Plan as described in this section or continue to be covered under the Retirement Options in Article 22 of this contract.

- 21.6** Sunset of Article 22: Teachers hired after September 1, 2014 will not be eligible for Retirement Options as set forth in Article 22.
- 21.7** Annual District Contribution Cap: For the 2022 and 2023 fiscal years, the District's maximum contribution toward the 403(b) plan shall not exceed \$100,000 per year. In the event the total amount of eligible matching payments made by all teachers in the plan exceeds the amount available for Board contribution in either fiscal year, the District's contribution will be prorated among those teachers so the District's total contributions to the 403(b) plan does not exceed the amount available for that fiscal year. In the event prorating is necessary, all teachers participating in the program will receive a prorated portion of the dollars available. (For example, if the amount available represents 90% of the amount needed, all participants would receive 90% of the matching contribution for which they are eligible.)
- 21.8** Management of both the portfolios of individual investments and any District matching contributions shall be the sole responsibility of the individual participant in whose name the District contribution has been made. Any investment fees will be paid by the employee. The School District assumes no current or future liability for contributions made to these plans or investment losses which may occur within those portfolios as a result of investment decisions made by the eligible participant.

ARTICLE 22 – RETIREMENT OPTIONS (Only Available to Employees Hired Before September 1, 2014 - TA dated 3.21.22)

Eligible unit members may select one of the following retirement options. Subject to collective bargaining, these retirement options do not establish a vested right and may be terminated or amended as to employees who have not already retired under the provisions of one of the programs.

22.1 Eligibility – To be eligible to receive either Option 1, 2 or 3, of the designated retirement options, unit members must meet the following eligibility requirements:

22.1.1 Employees must have completed not less than twenty (20) years of full-time uninterrupted service in the District in a position requiring certification by the Commission on Teacher Credentialing.

22.1.2 Employees must meet any other eligibility requirements for retirement and must retire under State Teachers' Retirement System regulations.

22.1.3 Employees must submit a conditional resignation no later than February 1 with a written irrevocable letter of retirement no later than February 15 at 4:00 p.m.

22.2 OPTION 1 – DISTRICT CONTRIBUTION TOWARD HEALTH AND RELATED BENEFIT COSTS

22.2.1 PROVISIONS – Retirees may continue to be covered under the District health benefits program in effect for active unit members. The District will contribute the amount of \$360 per month toward the purchase of health benefits until the retiree reaches the age of 65 or until a total of \$43,200 (whichever occurs first) has been contributed to help meet health insurance costs.

22.2.1.1 Retirees forfeit the right to coverage under any of the District health benefit programs upon non-election of coverage at the time it is first offered.

22.2.1.2 Those who are covered under District health benefits programs pursuant to this option for which premiums paid are less than the annual amount received as an early retirement incentive program shall be paid the difference as a single payment taxable compensatory benefit in June of each year of the program.

22.2.1.3 In the event the insurance carrier disallows coverage for a retiree (or group of retirees) under this option, a taxable compensatory cash payment, less premiums paid for any coverage, would be made to the retiree.

22.2.1.4 This benefit will terminate in the event of the recipient's death.

22.3 OPTION 2 – TWO-YEAR CASH PAYMENT

PROVISIONS – Those eligible for this taxable compensatory benefit will be paid total of \$22,000 which would be made in two equal payments: one in the tax year of retirement and one in the subsequent tax year.

22.3.1 Unit member must complete Appendix J prior to retirement in order to designate a beneficiary for payments upon death of the unit member.

22.4 OPTION 3 – FIVE-YEAR CASH PAYMENT AND/OR CONTRIBUTION TOWARD HEALTH-RELATED BENEFITS

22.4.1 PROVISIONS –

22.4.1.1 CASH PAYMENT – Those eligible for this taxable compensatory benefit will be paid a total of \$25,000 over a period of five (5) consecutive years starting with the year of retirement.

22.4.1.2 DISTRICT CONTRIBUTION FOR BENEFITS – Those electing this option may continue to be covered under the District health benefits programs in effect for active unit members by the application of all or part of the \$5,000 annual benefit toward the premiums for programs elected by the retiree.

22.4.1.2.1 Retirees forfeit the right to coverage under any of the District health benefits programs upon the non-election of coverage at the time it is first offered.

22.4.1.2.2 In the event the retiree chooses to discontinue District health benefits, a taxable compensatory cash payment, less premiums paid for any coverage that year, would be made to the retiree following cancellation from the insurance carrier. Remaining years for this option would revert to the cash payment plan (21.4.1.1).

22.4.1.2.3 Those who elect coverage under health benefits programs for which premiums paid are less than the annual amount received as an early retirement incentive program shall be paid the difference as a single payment taxable compensatory benefit in June of each year of the program.

22.4.1.2.4 In the event the insurance carrier disallows coverage for a retiree (or group of retirees) under this option, a taxable compensatory cash payment, less premiums paid for any coverage, would be made to the retiree.

22.4.1.2.5 Those who choose to defer their STRS retirement shall annually provide five (5) days of service to the District until they retire under provisions of STRS. Such service shall be determined by mutual agreement of the District and individual concerned. This duty may include, but is not limited to, (a) substitute teaching, (b) curriculum development, (c) categorical program application.

22.4.1.3 The benefit will terminate in the event of the recipient's death.

22.5 OPTION 4 – “TRADITIONAL” GOLDEN HANDSHAKE

Those eligible for this benefit pursuant to **Education Code** Section 22714, STRS regulations and Section 21.1 shall be provided the “traditional” two-year service credit Golden Handshake benefit by the District provided that there is a savings resulting to the District.

The District shall provide the Association with a copy of the District-adopted savings guidelines that it develops.

22.5.1 Employees must submit a conditional resignation no later than February 1 with a written irrevocable letter of retirement no later than February 15th at 4:00 p.m.

ARTICLE 23 – SUMMER SCHOOL

- 23.1** The District will post a list of the anticipated summer school teaching positions by April 15 of each year. Interested teachers will notify the District in writing of their interest in teaching summer school.
- 23.2** The District will utilize the Criteria for Selection (Article 9.2.5) except the Interview Committee will not participate in this process.
- 23.3** Summer School teachers shall be paid an hourly rate determined by their placement on the summer school salary schedule, which shall be the same placement on the Certificated Salary Schedule (Appendix G).
- 23.4** Summer School teachers shall have one (1) day sick leave for the summer session. The day shall not vest or carry over beyond the summer school session.
- 23.5** Contracted hours for Summer School teachers shall include a thirty (30) minute preparation period.

ARTICLE 24 – COMPLETION OF MEET AND NEGOTIATE (TA dated 10.29.20)

- 24.1** This Agreement constitutes the entire agreement between the District and the Association on all matters within the lawful scope of bargaining and concludes all meeting and negotiating on any item, whether included in this Agreement or not, for the term of this Agreement, even though such subject was not known nor considered at the time of negotiations leading to the execution of this Agreement. All matters not specifically enumerated within the provisions of this Agreement shall be deemed to be within the sole discretion of the District.
- 24.2** This Agreement shall be effective July 1, 2020 and shall remain in full force and effect until June 30, 2023.
- 24.3** During the term of this Agreement, either party may reopen for negotiations Article 11 on wages, Article 12 on health and welfare benefits, and any other three (3) articles of this Agreement. The Association and the District agree to make diligent effort to settle by September 1st, salary schedules, employee benefits and any other reopened article of the Agreement presented for negotiations for the duration of this current contract.

EXECUTED AND AGREED TO this ____ day of _____.

LAKEPORT UNIFIED SCHOOL DISTRICT

LAKEPORT UNIFIED TEACHERS'
ASSOCIATION

By _____

President, Governing Board

By _____

Co-President, LUTA

By _____

Superintendent

By _____

Co-President, LUTA

By _____

Chief Business Official

APPENDICES

Appendix A	Grievance Form
Appendix B	Removed in 17/18 Negotiations
Appendix C	Certificated Salary Schedule
Appendix D	Non-Contract Time Card
Appendix E	Schedule of Extra Services
Appendix F	Standards for the Interpretation of Contract Language
Appendix G	Summer School Salary Schedule
Appendix H	Four Year Evaluation Form
Appendix I	Individual Performance Plan
Appendix J	Retirement Option 2 – Designation of Beneficiary

APPENDIX A

Name of Grievant _____

Place of Assignment _____

_____ Position _____

1. Date cause of grievance occurred: _____

2. Identify specific provision of the agreement misapplied, misinterpreted, or violated:

3. Statement of how employee has been directly and adversely affected: _____

4. Decision rendered at informal conference, or reason for appeal: _____

5. Specific remedy sought: _____

Grievant Signature _____

Date _____

Grievance Procedure Timeline:

1. Presented within 20 days.
2. 10 days allowed for informal settlement.
3. Presented in writing to supervisor and Association.
4. Supervisor responds in writing within 5 days.
5. Appeal to Grievance Review Committee within 10 days.
6. Grievance Review Committee meets within 10 days.
7. Grievance Review Committee submits its recommendation to Superintendent and Association within 10 days.
8. Superintendent responds in writing within 10 days.
9. Appeal to Governing Board within 10 days.
10. Governing Board takes action at next regular Board meeting.

Note: If Supervisor/Superintendent does not respond by time limit, grievant may proceed to next level. If grievant does not comply with time limit, the grievance will be deemed to be resolved.

APPENDIX B

This page left blank intentionally

APPENDIX C (part 1)

LAKEPORT UNIFIED SCHOOL DISTRICT

CERTIFICATED SALARY SCHEDULE

2021-2022

Effective July 1, 2021 – December 31, 2021

YEAR	CLASS I DESIGNATED SUBJECTS	* CLASS II PIP/STSP/ INTERNS	**CLASS III BA + CA Credential	CLASS IV BA + 45	CLASS V BA + 60	CLASS VI BA + 75
1	42,183	45,586	48,986	49,707	50,427	51,868
2	42,183	45,586	49,707	50,427	51,868	56,190
3	42,183	45,586	50,427	51,868	56,190	57,631
4	46,022	49,685	51,868	56,190	57,631	59,072
5	46,022	49,685	56,190	57,631	59,072	61,232
6	46,022	49,685	57,631	59,072	61,232	63,393
7	49,841	53,661	59,072	61,232	63,393	65,558
8	49,841	53,661	61,232	63,393	65,558	67,715
9	49,841	53,661	63,393	65,558	67,715	69,879
10-14			65,558	67,715	69,879	72,040
15-19				69,879	72,040	75,642
20-24				72,040	75,642	79,244
25				75,642	79,244	85,005

185 contracted days for teachers.

195 contracted days for School Counselor, Lead Teacher, Behavioral Specialist, Instructional Coach who are placed on the salary schedule and receive an additional 10% on annual salary.

\$1,500 annual stipend per Master's Degree.

\$1,500 annual stipend for BCLAD for Spanish or LCOE Spanish test \$750 for test one (oral) and \$750 for test two (written).

District health and welfare contribution is \$15,500.

Preliminary credential required for entry into Class III or higher.

* Preliminary Internship Permit (PIP) and Short Term Staff Permit (STSP) and Interns

** Placement for individuals with a Preliminary or Clear California teaching credential.

Approved:
3/11/21

APPENDIX C (part 2)

**LAKEPORT UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
2021-2022**

Effective January 1, 2022 – June 30, 2022

YEAR	CLASS I DESIGNATED SUBJECTS	* CLASS II PIP/STSP/ INTERNS	**CLASS III BA + CA Credential	CLASS IV BA + 45	CLASS V BA + 60	CLASS VI BA + 75
1	44,292	47,865	51,435	52,192	52,948	54,461
2	44,292	47,865	52,192	52,948	54,461	59,000
3	44,292	47,865	52,759	54,461	59,000	60,513
4	48,323	52,169	54,461	59,000	60,513	62,026
5	48,323	52,169	59,000	60,513	62,026	64,294
6	48,323	52,169	60,513	62,026	64,294	66,563
7	52,333	56,344	62,026	64,294	66,563	68,836
8	52,333	56,344	64,294	66,563	68,836	71,101
9	52,333	56,344	66,563	68,836	71,101	73,373
10-14			68,836	71,101	73,373	75,642
15-19				73,373	75,642	79,424
20-24				75,642	79,424	83,204
25				79,424	83,206	89,255

185 contracted days for teachers

195 contracted days for School Counselor, Lead Teacher, and Instructional Coach who are placed on the salary schedule and receive an additional 10% on annual salary.

\$3,500 annual stipend for Special Education Case Managers

\$1,500 annual stipend per Master's Degree.

\$1,500 annual stipend for BCLAD for Spanish or LCOE Spanish test \$750 for test one (oral) and \$750 for test two (written).

District health and welfare contribution is \$15,500.

Preliminary credential required for entry into Class III or higher.

* Preliminary Internship Permit (PIP) and Short Term Staff Permit (STSP) and Interns

** Placement for individuals with a Preliminary or Clear California teaching credential.

Approved:
4/13/22

APPENDIX D

See Lakeport Unified School District Payroll Timesheet

APPENDIX E

2021-2022

**LAKEPORT UNIFIED SCHOOL DISTRICT
SCHEDULE OF EXTRA SERVICES**

CLEAR LAKE HIGH SCHOOL			
	Positions		
Position	Authorized	Date Paid	Notes
VARSITY COACH -- \$3,066			
Baseball	1	May	
Basketball -- Boys	1	Mar	
Basketball -- Girls	1	Mar	
Cross Country	1	Dec	
Football	1	Dec	
Golf	1	May	
Pepster Advisor \$6,132 (\$3,066 per season)	1	Dec, Mar	2 seasons per year
Soccer -- Boys	1	Dec	
Soccer -- Girls	1	Dec	
Softball	1	May	
Swimming	1	May	
Tennis	1	May	
Track	1	May	
Volleyball	1	Dec	
Wrestling	1	Mar	
JV COACH -- \$2,483			
Baseball	1	May	
Basketball -- Boys	1	Mar	
Basketball -- Girls	1	Mar	
Football	1	Dec	
Pepster Advisor \$4,966 (\$2,483 per season)	1	Dec, Mar	2 seasons per year
Soccer -- Boys	1	Dec	
Soccer -- Girls	1	Dec	
Track Assistant	1	May	
Volleyball	1	Dec	
ASSISTANT COACH -- \$2,078			
Football	3	Dec	
MISCELLANEOUS			
Academic Decathlon \$3,950 (\$1,975 X 2)	1	Mar, May	If no state finals, only one payment
Athletic Director \$7,451 3 seasons per year	1	Dec, Mar, May	Stipend in lieu of a prep period
Drama Advisor \$4,507 (\$2,253.50 per production)	1	Dec, May	Must offer public performance

Music Advisor \$4,507	1	Dec, May	Must offer four public concerts annually and other community performances including, but not limited to, football games, Veteran's events and parades.
-----------------------	---	----------	--

TERRACE SCHOOL			
	Positions		
Position	Authorized	Date Paid	Notes
COACH -- \$1,229			
Basketball -- Boys A	1	Mar	
Basketball -- Boys B	1	Mar	
Basketball -- Girls A	1	Mar	
Basketball -- Girls B	1	Mar	
Drama Advisor	1	Mar, May	Must offer public performance
Soccer	1	May	If a LCJHAL sport
Softball	1	May	
Track	2	May	
Volleyball -- A	1	Dec	
Volleyball -- B	1	Dec	
Wrestling	1	May	
MISCELLANEOUS			
Athletic Director \$3,685	1	Dec, Mar, May	
3 seasons per year			
DISTRICT			
	Positions		
Position	Authorized	Date Paid	Notes
TIP Support Provider \$2,671	TBD	Dec, May	
Extra Duty Hourly Rate \$39	Various	Monthly	
PAR Consulting Teacher \$1,339	TBD	Dec, May	2022-23 – remove stipend, add in Mentor Program
PAR Panel Member \$668	2	Dec, May	2022-23 – remove stipend, add in Mentor Program
Schools of Hope Director \$2,608	1	Dec, May	
Dual enrollment course \$329 per semester unit	TBD	Dec, May	
Dashboard Collaborative	TBD	May	
Committee Member			
\$100 per meeting up to 8 meetings			
Special Education Case Managers \$3,500	TBD	May	

Approved 4/13/22

APPENDIX F

Standards for the Interpretation of Contract Language

1. If the Association is making a case for the meaning of a particular section of the contract, the burden of proof is on the Association.
2. The purpose of the process is to interpret, not legislate.
3. Evidence of the intent of the parties when they were drafting contract language shows intended meaning even if actual language is not clear.
4. Clear and unambiguous language will be enforced without further interpretation.
5. If there are two possible interpretations where one is lawful and the other isn't, the decision will side with the lawful version.
6. Unless terms are specifically defined in the contract, the usual and customary definition of the term will be used. Trade and technical terms will be used as commonly defined in the field unless otherwise defined in the contract.
7. The contract will be viewed as a whole when determining the meaning of a particular part.
8. An interpretation that would lead to an absurd or nonsensical result will be rejected. Seeking an interpretation that leads to just and reasonable results will be the goal.
9. To expressly state exceptions and/or guarantees indicates that there are no other exceptions or guarantees.
10. If two or more sections of the contract speak to the same issue, the one that is the most specific prevails.
11. Ambiguous or doubtful words should be defined according to the context in which they are used.
12. When interpretation of a section of contract could be construed to require a forfeiture of either party or could be construed differently in a manner that would not require forfeiture, the meaning that avoids the forfeiture would be used.
13. The intent of the parties and circumstances throughout negotiations will determine the meaning of the contract section.
14. Compromise offers and proposals offered during all negotiations and grievance proceedings will not be used to determine the meaning of adopted language.
15. The experience and training of the negotiators will determine whether strict construction of a term or phrase should be applied.
16. Custom and past practice of the parties determines the mutual understanding of any ambiguous language. If custom or past practices are contrary to the law, the law will prevail as in #5 above.
17. Custom and industry practice determines a reasonable intended meaning of contract language.
18. Prior settlements of grievances on like topics should be used to determine meaning of contract language.
19. If one party proposed or drafted the language that is viewed as ambiguous and the other party can show that they were misled, the proposing party is responsible for it and the decision will be against them.
20. District-issued booklets, manuals, and handbooks are not sufficient to prove meaning, as they are the unilateral statement of the employer.

21. If there is a conflict between the specific language in the collective bargaining agreement and a contract with an insurance carrier, the collective bargaining agreement prevails.

22. When one interpretation gives one party unfair and unreasonable advantages over the other, an interpretation that is more fair and equitable to both parties will prevail.

Source: "How Arbitration Works" by Elkouri & Elkouri Fifth Edition pg. 470-515 to be available as a resource for the Board of Trustees.

APPENDIX G

LAKEPORT UNIFIED SCHOOL DISTRICT

CERTIFICATED

SUMMER SCHOOL SALARY SCHEDULE

2021-2022

Non-Contracted	1-9 years	10-14 years	15-19 years	20-24 years	25+ years
\$25 hr	\$30 hr	\$33 hr	\$36 hr	\$39 hr	\$42.00 hr

*Years represent years of completed service.

Placement on the Summer School Salary Schedule shall be the same as placement on the Certificated Salary Schedule (Appendix C).

Approved: 3/3/16

APPENDIX H
Lakeport Unified School District
Five Year Evaluation Cycle Agreement
For
Certificated Employees

_____ has met the requirements (please verify and check):
(print employee name)

- Has permanent status with the District
- Employed by the District for 10 years or more (may be signed at the conclusion of the tenth year)
- The immediately preceding evaluation either met or exceeded Standards

This agreement must be signed at the final meeting of the evaluation year.

Five year evaluation cycle will begin _____ and ending _____
(write next school year)

(two evaluation cycles later. Example: begin 2020-21, ending 2023-24. Next evaluation would be in the 2024-25 school year)

_____ Evaluator	_____ Evaluatee
_____ Date	_____ Date

Note: The unit member or evaluator may withdraw from the agreement not later than 7th week of any school year in which case the employee shall be evaluated that year. This provision shall not preclude a supervisor from making informal observations at any time.

I, hereby withdraw from the above agreement for the five –year evaluation cycle.

_____ Evaluator	_____ Evaluatee
_____ Date	_____ Date

APPENDIX I



Referred/Voluntary PAR Individualized Performance Plan

Provider_____ Participating Teacher_____

Date of Plan Development:

Focus Area from the California Standards for the Teaching Profession:

- ____ Engaging and Supporting All Students in Learning
- ____ Creating and Maintaining An Effective Student Learning Environment
- ____ Understanding and Organizing Subject Matter for Student Learning
- ____ Planning Instruction and Designing Learning Experiences for all Students
- ____ Assessing Student Learning
- ____ Developing as a Professional Educator

Goal(s): *Should match the goals given to administrator during goal conference*

Action Steps and Timelines:

Action	Responsible person:	Resources needed:	Completion Date

12/12/19

APPENDIX J

Retirement Option 2, Article 22.3

Use this form to indicate the person or persons to whom your retirement option payment(s) should be paid in the event of your death. Form should be completed by your last day of employment.

Unit Member Name: _____

Primary Beneficiary

Name: _____

Date of Birth: _____ - __

Social Security #: _____

Address: _____

Relationship to insured: _____

Phone #: _____

Contingent Beneficiary

Name: _____

Date of Birth: _____ - __

Social Security #: _____

Address: _____

Relationship to insured: _____

Phone #: _____

Unit Member Signature: _____ Date: _____