

MASTER CONTRACT AGREEMENT

BETWEEN

LAGUNITAS TEACHERS ASSOCIATION/C.T.A./N.E.A.

AND

LAGUNITAS SCHOOL DISTRICT

July 1, 2016 – June 30, 2019

Lagunitas School District
Certificated Contract – July 1, 2016 – June 30, 2019
Board Approved May 18, 2017

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ARTICLE 1: RECOGNITION

- A. The Lagunitas School District (hereinafter “District”) recognizes the Lagunitas Teachers Association/CTA/NEA (hereinafter “Association”) as the exclusive representative for employees in the Certificated Unit.
- B. The District recognizes the Association as the exclusive representative of all temporary, probationary and permanent certificated employees including: classroom teachers, counselors, librarians, home teachers, summer school teachers, (hereinafter “Unit Member “) and excluding: the Superintendent and Principal.
- C. This Agreement applies only to unit members in the above described representation unit.

ARTICLE II: DISTRICT RIGHTS

- A. All District's rights and functions, including its power and authority to direct, manage, and control the operation of the District, shall remain vested with the District except as specifically and expressly abridged by this Agreement.
- B. The District shall make rules and regulations pertaining to employees consistent with this Agreement.
- C. Notwithstanding any other provisions of the Article, the parties agree that this Article is not intended as a general or specific waiver of any right of the District, the Association, or unit members, nor shall it be applied to reduce or restrict, in any way, any right or privilege of the District, the Association, or unit members which are derived from other provisions of this Agreement or from the law.

ARTICLE III: SALARIES

The Lagunitas School District is committed to giving all employees an opportunity to improve their salaries through a professional growth program which is designed as an incentive to improve job performance. Additionally, the District recognizes the value of experience by continuing, according to the adopted salary schedule, to award annual increases based upon the number of years worked in the District. There shall be Association representation on the District Finance Committee.

- A. Unit members shall be paid according to the salary schedule for the 2016-17 school year, attached as Appendix A. Appendix A may be amended in subsequent years as negotiated by and between the parties to the Agreement.
- B. The District will provide year for year step credit for all verified credentialed teaching experience for unit members newly employed by the District up to a maximum of six years of full time teaching equivalent experience (or the equivalent sum of full time and/or part time experience).
- C. Initial placement on the salary schedule shall be based upon approved academic units and verified credentialed teaching experience in public or private schools.
- D. Unit members will move one step on the salary schedule for each year of qualifying service for a maximum of 24 years, regardless of their full-time equivalency (FTE) in the district. Qualifying service is based upon the yearly contract that must be for at least 50% FTE.
- E. Unit members granted a semester leave of absence will be advanced on the salary schedule at the end of the semester after earning a full year of service.
- F. Salary Placement Committee
In cases of uncertainty in records of the number of years of teaching experience, uncertainty as to whether various kinds of non-public teaching experience are creditable, and differences of opinion on similar placement matters will be referred to a Salary Placement Committee. The Salary Placement Committee will be composed of the Superintendent and one unit member who is appointed by LTA. Placement matters may be settled by unanimous vote of the two members of the committee. In other cases, a report will be made to the Board, who has the final placement authority.

G. Professional Growth Program

A Professional Growth Program shall be established and maintained both as an incentive and as compensation for continuing education and career development among the unit members. Movement on the salary schedule related to the acquisition of professional growth units shall apply uniformly to all unit members within a bargaining unit and shall not exceed one column per year.

Eligibility

All unit members of the Lagunitas School District are eligible to participate in the Professional Growth Program. The program becomes effective on June 15, 1998.

Definitions

Professional Growth Unit (PGU)- as referred to in this Agreement means

1. one semester credit from an accredited college or university (quarter units will be multiplied by a factor of two-thirds) or
2. one unit as measured and verified on the basis of 15 clock hours of attendance, participation or work in a relevant professional activity.
3. A clock hour refers to the actual time spent in the activity as verified on the “Certificate of Participation”

Verification- shall consist of documentation of hours or units on the prescribed Certificate of Participation included as Appendix D as submitted to the superintendent/designee.

Documentation- shall consist of a “Certificate of Participation” which must include college/university transcripts and/or a description of the course/activity, number of hours completed, date and instructor’s signature.

Release Time- for the purpose of this Agreement shall mean any day in which an employee is released from their regular job responsibilities in order to participate in pre-approved job-related professional growth workshop, conference or other activity.

Criteria

As professional growth is of mutual benefit to the employee, the District instructional programs, and the students, professional growth units will be granted for those academic and professional growth activities directly relevant to the unit member's position and the District goals.

Activities to be counted as PGUs shall be pre-approved by the Superintendent/Principal prior to taking the course and include, but not be limited to, the following:

1. Courses from an accredited college or university. Pre-approval is not required for upper division or graduate units.
2. Participation in professional conferences and workshops, at lectures.
3. Participation in curriculum development projects.
4. Participation in an organized research project.
5. Service as a certificated master teacher for student teachers. 1 PGU will be granted for each 5-week period of supervision. This will include any units granted by a supervising college or university.
6. Participation in Adult Education, vocational or trade school classes related to the unit member's job description.

Procedure

Unit members shall submit requests for PGU approval to the District Administrative Assistant on the form prescribed by the District. All units which meet the criteria of the Professional Growth Program will be approved. Recognizing that some educational workshops are offered only during school hours, available funds for release time shall be pre-approved in an equitable manner. If the District has agreed in advance to cover the costs associated with a particular activity, that activity shall be eligible for Professional Growth consideration.

If a unit member receives a stipend from an organization other than the District for work completed outside of contracted hours or days, that time may still be considered toward achievement of Professional Growth Units subject to the criteria and procedures in this article.

Salary adjustments due to the accrual of PGUs shall be made once at the beginning of each school year. Unit members must submit verification of completion of approved professional growth activities by September 1 to effect a salary change at the beginning of that school year. A total of 15 PGUs must have been approved and

completed in order for a change in salary to take place. Salary changes will not be retroactive. Both the unit member and the District shall retain copies of documentation related to PGUs.

Appeal Procedure

To resolve any dispute over professional growth requests, a written request to settle the issue will be placed before a committee composed of the Superintendent/Principal and a unit member representing the Lagunitas Teachers Association. If the dispute remains unsettled, the Board of Trustees will resolve the dispute.

ARTICLE IV: HEALTH AND WELFARE BENEFITS

A. Any eligible unit member shall be entitled to participation in District paid benefits (health, dental, vision) for Employee Only coverage.

Eligibility is defined as:

1. .75 to 1.0 FTE (full-time equivalent) entitled to fully paid benefits
2. .50 to .74 FTE (full-time equivalent) entitled to pro-rated benefits.
3. Less than .50 FTE (full-time equivalent) entitled to benefits at unit member's expense if they meet the requirements of the participating health care provider.

B. Effective July 1, 2005, cash in lieu benefits will only be available to unit members hired prior to June 30, 2005 who have participated in the cash in lieu program during the time they worked in the Lagunitas School District. Any unit member who has opted out of the cash in lieu benefit forfeits any future participation in this benefit. Eligible unit members who have verifiable medical coverage through other means may opt for participation in an eligible 403(b) IRS annuity plan. The District will provide \$2475 in lieu of benefits.

1. A portion of the \$2475 may be used by the unit member to purchase vision and/or dental with the balance remaining to be contributed towards an eligible 403(b) IRS annuity plan.
2. The District's contribution for the health and welfare benefits stated under the provisions of this Article is a monthly dollar amount contribution. The District will pay the premium of the lowest medical insurance provider for the unit member only. The medical program is the Kaiser Traditional 3 Tier program. For unit members with employee only coverage, the District will pay 100% of the Kaiser Traditional Program, vision, and dental. For unit members with Employee Plus One coverage, the District will pay up 72% of the Kaiser Traditional Program, vision and dental for member and one dependent. For employees with Family Coverage, the District will pay up 62% of the Kaiser Traditional Program, vision and dental for family coverage. Any amount above the monthly contribution shall be paid each month by the participating unit member through payroll deduction, unless mutually agreed otherwise during each year that this Agreement is in effect.

3. The Association recognizes that any further increases in the health and welfare benefit insurance premiums specified above are additional liabilities to the District's budget and are a part of the total compensation package during each year that this Agreement is in effect.
- C. Unit members on Board-approved leave of absence shall have the option of continuing to be enrolled in all group insurance programs for the period of the leave of absence provided they pay the premium costs to the District.
 - D. Unit members who retire shall have the option of continuing to be enrolled in all available District insurance programs at the unit member's expense.
 - E. Unit members who have left active employment shall have the option of continuing to be enrolled in all available District insurance programs at the unit member's expense for a period of one (1) year following the effective date of their termination, subject to carrier approval.
 - F. Unit members whose employment terminates following the last day of the school year and before the commencement of the ensuing school year shall be entitled to group insurance coverage for July, August and September of that year.

ARTICLE V: DEDUCTIONS FROM PAYROLL

The District shall deduct and transmit to the Association all authorized deductions from all unit members who have signed an approved authorization card for such deductions in a form agreed upon by the District and the Association. The written authorization for Association dues deduction shall remain in full force and effect during the term of this Agreement unless canceled or changed in writing by the employee.

ARTICLE VI: GRIEVANCES

Definitions

- a. A "grievance" is a claim by one or more unit members or the Association that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
- b. The "aggrieved party" is the person or persons making the claim.
- c. A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
- d. A "day" is any day in which a unit member is required to render service to the District.
- e. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Informal level

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with the Principal/Superintendent within 10 days after grievant or association knew of the act, or omission giving rise to the grievance.

Formal level

Level I

Within ten (10) days of the informal conference, the grievant must present his/her grievance in writing on the form prescribed by the District to the Principal/Superintendent. This statement shall be a clear, concise statement of the grievance, the specific section of the Collective Bargaining Agreement allegedly violated, the circumstances involved, the decision rendered at the Informal Level conference, and the specific remedy sought. Failure to file a formal grievance within specified time limits will invalidate the grievance. The Principal or Superintendent shall communicate his/her decision in writing within ten (10) days after receiving the grievance. Failure by grievant to appeal a decision within ten (10) days shall be deemed as acceptance of the decision.

Level II - Mediation

In the event the grievant is not satisfied with the decision at Level I, the Association may appeal the decision and request that the grievance go to Mediation by completing the prescribed form Appendix C and submitting it to the Superintendent or his/her designee, within ten (10) days after receipt of the Level I decision.

Within five (5) days following the appeal, the Association shall so notify the California State Mediation and Conciliation Service (CSMCS). CSMCS shall schedule a mediation conference at the earliest possible date. Mediation conferences shall take place at a mutually convenient location and time.

Each party shall designate its representatives for the mediation conference. There shall be one (1) person from each party designated as spokesperson for that party at the mediation conference.

The mediator shall assist the parties in resolving the grievance. The mediator shall have the authority to meet separately with either party, but shall not have the authority to compel the resolution of the grievance. If, after due diligence, the mediator concludes resolution is not possible, the mediator shall notify both parties in writing.

The cost, if any, of the mediator shall be borne equally by the District and the Association.

If the grievance is not resolved satisfactorily to the Association through mediation, the Association, within ten (10) days of the final mediation meeting, may request binding arbitration.

Level III - Binding Arbitration

- a. The parties shall request a list of five (5) arbitrators from the California State Mediation and Conciliation Service from which the parties shall alternately strike names to arrive at the agreed upon arbitrator.
- b. The decision and award of the arbitrator shall be in writing and shall set forth opinions and conclusions on the issues submitted to him/her at the time of the hearing or in writing.

- c. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement shall be final and binding on the parties.
- d. Each party shall bear its own costs of advocacy. The expense or fees of the arbitrator and court reporter, if any, shall be shared equally.
- e. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this Agreement.

Time Limits

- 1. Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal or written decision.
- 2. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
- 3. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to the aggrieved person, the time limits set forth herein will be reduced by mutual agreement so that the procedure may be exhausted prior to the end of the school year or as soon as is practical.

Rights of Representation

A unit member, alleging a grievance, may be represented at all stages of the grievance procedure by an Association designated representative.

No reprisals

No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved party, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

Miscellaneous

1. The Association, either in its own behalf or in behalf of the affected teachers, may initiate a grievance which affects more than one teacher in the District.
2. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he/she will, upon notice to the Principal by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigation, meetings, or hearings as a witness will be accorded the same right.
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.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. A unit member may at any time present grievances to the District, and have such grievances mitigated, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of this Agreement. If a unit member presents a grievance on his/her own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

ARTICLE VII: WORK YEAR

- A. The teacher's work year shall consist of 186 workdays. As provided in Section 41420 of the Education Code, 180 of these days will be instructional days. Three (3) of the workdays shall be specified as teacher workdays for planning, preparation, record keeping, and in-service training. Three (3) of the workdays shall be specified as staff development days. Students will not be in attendance on the teacher workdays and staff development days.

- B. In the event that emergency conditions force the closing of school and instructional days are thereby reduced to a total below the minimum required by law, parties shall meet and come to an agreement on the specific dates to be employed for instruction in order to bring the total number of instruction days up to the minimum required by law. Except for this contingency, the work year shall not be altered except by mutual consent in writing of the parties of this Agreement.

ARTICLE VIII: HOURS OF EMPLOYMENT

- A. The unit members regular work hours shall be 15 minutes before the start of instructional time to 15 minutes after the completion of instructional time. The time before school will be duty free except when circumstances arise to accommodate emergencies. The District and unit members recognize the need to spend hours beyond the normal day for professional duties such as preparation, planning, tutoring, and conferencing with students, parents, administration and other staff. Additional hours beyond the workday may be compensated. Every effort will be made to schedule IEP and/or Student Study Team meetings during the regular instructional day.
- B. The District and the Association recognize the importance of having unit members represented on District standing committees. Whenever possible, meetings of standing committees including, but not limited to: budget/finance, school site council, facilities, nutrition advisory council, shall be scheduled after students are dismissed on early dismissal days. This provision does not apply to Board authorized ad hoc committees such as screening interviewing committees.
- C. In the interest of promoting effective communication, the administration may form a Principal's Advisory Council. Meetings of the Principal's Advisory Council (PAC), whenever possible, will be scheduled after students are dismissed on early dismissal days.
- D. Unit members shall be entitled to one (1) duty-free, uninterrupted lunch period each school day of 45 minutes duration, except 30 minutes on days designated as "rainy days", and at least one (1) free recess period four (4) days a week.
- E. When unit members are required to return for a District-wide evening assignment, the District will schedule such assignments on early release days whenever possible. No after school meetings will be scheduled on these days. District wide evening assignments will be limited to two per year and calendared by consultation and collaboration with unit members. Consultation and collaboration will be required with unit members to schedule additional required evening assignments.
- F. The District shall schedule early release days for the purpose of District-wide parent-teacher conferences.
- G. Unit members shall not be required to supervise students during the students' lunch period.

- H. The frequency and length of general staff meetings shall be determined through consultation and collaboration of unit members and district/school administration.
- I. The length and number of workdays shall be subject to negotiations.
- J. The scheduling of staff development days (students not in attendance) and early release school days for the following school year shall be determined through consultation and collaboration among unit members, administration, and the Board of Trustees. A tentative calendar for the following year shall be adopted by June 15.
- K. Outside Employment: Unit members may not contract their services for extra pay with agencies or individuals when there is an interference with his/her contractual assignment with the Lagunitas School District.
- L. In decisions based on collaboration, if consensus is not reached, a vote of two thirds of all unit members will be required.

ARTICLE IX: CLASS SIZE AND CASE LOAD

In determining the number of students assigned to a class, the District shall continue its present goal to limit class size to twenty-six (26) for elementary school and twenty-eight (28) students for middle school whenever possible. Given the small size of the district, all parties recognize that enrollment will vary from year-to-year to accommodate large or small classes of students. Caseloads will be balanced out with attention to special needs such as Resource, Title I, Speech, English learner students and gender balance within a program when possible.

District will consult with LTA to remedy hardships created by classes with enrollments above twenty-four (24) students in grades K-3, above twenty-six (26) students in Upper Elementary (4-6). In any classes with combined grade levels, class sizes will be set at the standard for the lower grade level. The Middle School (6-8) class size standard will be twenty-eight (28) students.

ARTICLE X: LEAVES

Leave Rights

1. The benefits in this Article are benefits which are in addition to statutory leave benefits and it is understood and agreed that all statutory leave benefits are incorporated into this Agreement by reference as if fully set forth herein.
2. Unit members on paid leave of absence shall continue to receive wages, health and welfare benefits and credit in the same amounts as if they were not on leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued benefits at their own expense.
3. A unit member returning from any type of district approved paid leave within the academic year shall be entitled to return to the same position and assignment he/she had prior to the leave. A unit member returning from any paid leave that began in a previous academic year shall be entitled to return to a position and assignment that is similar or comparable to that which he/she most recently had with the District. A unit member returning from any type of unpaid leave shall be entitled to return to the same position and assignment he/she had prior to the leave unless that position was filled in his/her absence with a permanent or probationary unit member, and in such cases the returning unit member shall be entitled to an equivalent position.
4. "Immediate family" as used in this Article shall include the following: Mother (step-mother), mother-in-law, father (stepfather), father-in-law, husband, wife, domestic partner, son (stepson, son-in-law), daughter (stepdaughter, daughter-in-law), brother, sister, grandparent (step-grandparent), legal guardian, foster children, grandchild of the unit member or spouse, or any person living in the immediate household of the unit member.

Sick Leave

1. Full-time unit members are entitled to twelve (12) days sick leave each school year commencing on the first day of employment. Unit members who work less than full-time shall receive sick leave in the proportion to time that they work.

2. At the beginning of each school year, every unit member shall receive a sick leave allotment credit equal to his/her sick leave entitlement for the school year. A teacher may use his/her credited sick leave at any time during the school year.
3. The District shall provide each unit member with a written statement of his/her accrued sick leave total and his/her entitlement for the current school year at the beginning of each school year. Such statement shall be provided no later than November 1 of each school year.
4. If a unit member does not utilize the full amount of leave in any school year, the amount not utilized shall be accumulated from year to year.
5. A sick leave day once commenced may not be reinstated as a working day. Half days, as needed, may be previously arranged.
6. No payment for sick leave shall be made until submission by the unit member of the form specified by the District and signed by the unit member and the Principal.
7. Verification of the reason for absence due to illness or accident may be required by the District prior to payment for those days of absence.
8. Upon exhaustion of all accumulated sick leave, a unit member who would otherwise qualify for sick leave under the provisions of this Article shall receive, for up to one hundred (100) days, the difference between her/his pay and the amount actually paid a substitute, or, if no substitute has been employed, the amount that would have been paid a substitute, or fifty percent (50%) pay, whichever is greater.
9. Six (6) days of accumulated sick leave may be used to care for an immediate family member who is ill.

Parental Leave

1. A unit member shall have the right to utilize illness/injury leave provided for in this Article and the benefits provided for by section 44977 of the Education Code for absences necessitated by pregnancy, miscarriage, childbirth and recovery there from.

2. The District shall grant, upon request, an unpaid leave of absence to a pregnant unit member prior to the disability period of her pregnancy. The unit member may utilize the provisions of the pregnancy disability leave section of this Article when the provisions of that section apply.
3. A leave of absence shall be granted to a unit member without pay for the purpose of raising his/her natural or adopted child, or of providing care for his/her natural or adoptive parents. Such leave shall normally be for no more than twelve (12) months duration. The District and the unit member may agree to extend the period of the leave beyond twelve (12) months in order that the return date shall coincide with normal school breaks, i.e., the beginning of a semester. An extension of the leave for up to an additional twelve (12) months may be granted upon request.
4. A unit member shall be granted ten (10) days of full paternity leave for each birth or adoption of his/her child.

Bereavement Leave

1. A unit member shall be granted paid leave of absence for the death of any member of the immediate family without loss of pay or deductions from other leave benefits found in this Article. This leave shall be for three (3) days, unless travel of more than two hundred (200) miles is required; in such case the length of the leave shall be for five (5) days.

Jury Duty/Witness Leave

1. Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror.

Industrial Accident and Illness Leave

Section 44984 of the Education Code shall be supplemented as follows:

- a. A unit member shall be entitled to such leave for up to 120 days.
- b. The total of the unit member's temporary disability indemnity and the portion of salary due him/her during his/her absence shall equal his/her full salary.

- c. A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as he/she and his/her physician agree that there has been such a recovery. In general, a unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as he/she and his/her physician agree that there has been such a recovery. The District may require an independent assessment of recovery and readiness to return to work by a second physician (to be selected by and paid by the District).
- d. The accident or illness shall have arisen out of and in the course of the employment by the District of the teacher and shall be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Insurance Fund.
- e. The District's report of an industrial accident or illness shall be kept on file in the business office.
- f. The benefits provided in this paragraph are in addition to illness/injury leave benefits. Accordingly, the District shall not deduct accumulated illness/injury leave from the illness/injury leave allotment of a unit member who is absent as the result of an industrial accident or illness.

Personal Necessity Leave

Unit members may use up to seven (7) days of their accrued sick leave for personal necessity. Acceptable reasons for use of personal necessity include:

- a. Death of a member of the immediate family when the number of days of absence exceeds the limits set by the bereavement leave provisions.
- b. An accident involving the unit member's person or property or the person or property of a member of his or her immediate family.
- c. A serious illness of a member of the unit member's immediate family.
- d. Fire, flood, or other immediate danger to the unit member's home.
- e. Personal business of a serious nature which the unit member cannot disregard and cannot be taken care of outside the duty day.

Catastrophic Leave Bank

A. Definitions

1. The Association and the District agree to create a Certificated Staff Catastrophic Leave Bank. This Catastrophic Leave Bank shall be funded in accordance with the terms of section B below.
2. For the purposes of this section a “day” shall be any day a staff member is expected to be on duty as determined by the terms of this Agreement.
3. Days in the CLB shall accumulate from year-to-year.
4. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
5. The Catastrophic Leave Bank shall be administered by a three (3) member CLB Committee. The Committee shall consist of two (2) Catastrophic Leave Bank unit members chosen by the Association and one (1) District administrator.

B. Eligibility and Contributions

1. All certificated staff members on active duty with the District are eligible to contribute to the CLB.
2. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
3. Unit members who elect not to join the CLB upon first becoming eligible have a waiting period of 30 days after joining the Bank before becoming eligible to withdraw from the Bank.
4. The contribution, on the appropriate form (Appendix F), shall be authorized by the staff member and continued from year to year until canceled by the unit member. The District will provide an authorization/cancellation form at the beginning of each school year in the contracts and benefit package.

5. Cancellation occurs automatically whenever a staff member fails to make her/his annual contribution or assessment. Cancellation, on the proper form, may be effected at any time and the staff member shall not be eligible to draw from the Bank as of the effective date of the cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member elects cancellation.
6. Contributions shall be made between July 1 and October 1 of each school year. Staff members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within 30 calendar days of beginning/returning to work. The District shall supply enrollment forms for the CLB to all new unit members and those unit members returning from leave.
7. The annual rate of contribution by each participating member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by the Education Code 44043.
 - a. An additional day of contribution may be required of participants if the number of days in the Bank falls below 30. This will be determined by the CLB Committee. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a CLB participant has no remaining sick leave at the time of the assessment, s/he need not contribute the additional day to remain a participant in CLB.
 - b. If the number of days in the Bank at the beginning of a school year exceeds 60, no contribution shall be required of returning unit members. Those unit members joining the CLB for the first time and those returning from leave shall be required to contribute one day to the Bank.

C. Withdrawal From the Bank

1. CLB participants whose sick leave is exhausted may withdraw from the Bank for Catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a staff member or a member of the staff member's immediate family for over ten (10) consecutive duty days which requires the staff member to take time off work to care for that family member. If a reoccurrence or a second illness or injury incapacitates a staff member or member of the staff member's immediate family within 12 months, it shall be deemed catastrophic after five (5) consecutive days. Thus, a unit member who used the Bank, after exhaustion of

sick leave, for 25 days to care for her/his spouse who dies of cancer, and, after returning to work, suffers a heart attack, shall be deemed to have a second catastrophic illness and may again withdraw from the bank after five (5) consecutive days off work.

2. Unit members must use all sick leave, but not differential leave, available to them, as defined in this Agreement, to be eligible for a withdrawal from the Bank.
3. The first ten (10) days of illness or disability must be covered by the unit member's own sick leave, differential leave, or leave without pay the first time said unit member qualifies for a withdrawal from the Bank. For subsequent withdrawals within twelve (12) consecutive months, the first five (5) duty days of illness must be covered by the unit member's own sick leave, differential leave, or leave without pay.
4. If a unit member is incapacitated, applications may be submitted to the Committee by the unit member's agent or member of the unit member's family. Those agents will not be limited to those listed on the enrollment form (Appendix F).
5. Withdrawals from the CLB shall be granted in units of no more than thirty (30) duty days. Unit members may submit requests for extensions of withdrawals as their prior grants expire. A unit member's withdrawal from the Bank may not exceed the statutory maximum period of twelve consecutive months.
6. Unit members applying to withdraw or extend their withdrawal from the CLB will be required to submit a doctor's statement indicating the probable length of absence from work. Members of the Committee shall keep information regarding the physician's statement confidential. A unit member's withdrawal may not exceed the statutory maximum period of twelve (12) consecutive months.
7. If a unit member has drawn thirty (30) CLB days and requests an extension, the Committee may require a medical review by a second physician of the Committee's choice at the unit member's expense. The Committee shall choose only a second physician who qualifies under the unit member's health insurance policy. Refusal to submit to the medical review will terminate the unit member's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the CLB. The participant may appeal any termination under the procedures outline below.

8. Leave from the CLB may not be used for illness or disability which qualifies the unit member for worker's compensation benefits unless the unit member has exhausted all worker's compensation benefits and her/his own sick leave. If the District challenges the worker's compensation claim, the unit member may draw from the CLB, but upon settlement of the claim in the employee's favor, the CLB shall be reimbursed the days by the District.
9. When the Committee may reasonably presume that a unit member requesting a CLB withdrawal may be eligible for a Disability Awarded or a Retirement under STRS or, if applicable, Social Security, the Committee may request that the unit member apply for disability or retirement. Failure of the unit member to submit a complete application, including medical information provided by the unit member's physician, within twenty (20) calendar days of the request shall disqualify the unit member from further CLB withdrawals. Unit members shall respond to any requests for additional medical information from STRS or Social Security shall be submitted within ten (10) calendar days or the unit member's receipt of CLB will cease. If denied benefits by STRS or Social Security, the unit member must appeal the decision or the entitlement to CLB benefits shall cease.
10. If the CLB does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. The committee may choose to request an additional optional contribution from participating unit members. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, it shall notify the unit member, in writing, of the reason for the denial.
11. Withdrawals shall become effective immediately upon the exhaustion of sick leave or the waiting periods provided for in sections B.3 and C.4, whichever is greater. For example, if a unit member contributed when first eligible to contribute (section B.3) and had ten (10) days of accumulated sick leave when the illness began (section C.4) s/he shall begin withdrawing upon the eleventh (11th) duty day, if otherwise eligible. If the unit member had fifteen (15) days of sick leave at the beginning of the illness, s/he shall begin withdrawing days on the 16th duty day.
12. Catastrophic Leave Bank member participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within 30 work days of denial, appeal in writing, to the Executive Board of the Association. The Executive Board of the Association shall hold a hearing within fifteen (15) workdays. The Executive Board shall issue a confidential written decision in fifteen (15) workdays of the hearing. If the member's incapacitation does not allow participation in this appeal process, the member's agent or member of the family may process the appeal.

D. Administration of the Bank

1. The District shall have the responsibility of maintaining the records of the CLB and providing an annual report to the bargaining unit membership. The CLB Committee shall have the responsibility of receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the unit members, to the Association, and to the District. The CLB request form must include a specific waiver of confidentiality regarding medical/health issues and records.
2. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.
3. Applicants shall be reviewed and decisions of the Committee reported to the applicant, in writing, with ten (10) workdays of receipt of the application.
4. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials. By October 5 of each school year, the District shall notify the Committee and the unit members of the following:
 - a. The total number of accumulated days in the Bank on June 30th of the previous school year.
 - b. The number of days contributed by unit members for the current year.
 - c. The names of participating unit members.
 - d. The total number of days available in the Bank.
5. The District shall notify the Committee of the following changes:
 - a. The names of any additional unit members who have joined in accordance with section B.3
 - b. The names of any unit members who have cancelled participation in accordance with section B.5.
 - c. The total number of days in the Bank at the beginning of the previous month.
 - d. The total number of days added to the Bank by new participants.
 - e. The total number of days awarded during the previous month and to whom they were awarded.
 - f. The total number of days remaining in the Bank on the last day of the month.

6. Any dispute between the Committee and the District as to the accounting of CLB days shall be immediately submitted to mediation without the need to follow earlier steps of the grievance procedure as per master contract.
7. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the CLB shall be returned to the then current members of the Bank proportionately according to their contribution.

Family Medical Leave

It is the intent of this section to make available to employees leave under the Federal Family Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA) (Government Code Section 12945.2). This section shall be applied and interpreted in accordance with the state and federal law and regulations.

A. Eligibility

An employee with one year of service during the previous 12 months is eligible for the leave described below.

B. Purposes for Which Leave May be Taken

1. Birth, placement for adoption or foster care of a son or daughter in order to care for that child.
2. Care of an employee's spouse, son, or daughter, or parent or domestic partner, who has a serious health condition.
3. Employee's own serious health condition.
4. Incapacity due to pregnancy, prenatal medical care of childbirth.

C. Duration of Leave

1. All leave is unpaid.
2. Leave may be taken for a total of 12 work weeks in a 12 month period.
3. Leave pro-rated for part-time unit members.
4. Intermittent leave in the form of reduced workdays or work weeks may be taken.

D. Time for Commencement of Leave

1. Leave for birth or adoption of a child must commence within one year of the birth or adoption. Leave need not be taken at one time.

E. Employee Notice

If the need for leave is foreseeable, the unit member shall provide the District with reasonable written notice.

F. Continuation of Benefits

1. The District will continue to pay for employee's health benefits to the same extent the District would have paid for such benefits if the employee would have continued working.
2. If the employee does not return at the end of the leave, the District may collect the amount expended for benefits unless the failure to return is because of disability or other reasons beyond the control of the employee.
3. To the extent the District continues to pay for other benefits for employees on unpaid leave, it must do so for employees under FMLA and CFRA. If the District does not pay such benefits, it must permit the employee to pay for them. Benefits include, but are not limited to, disability and life insurance and retirement contributions.

G. Status While on Leave

Leave does not constitute a break in service for the purposes of seniority or longevity.

H. Husband and Wife Employees

If both spouses are employed by the District, the aggregate leave for both employees is limited to 12 weeks for the care of a newly arrived child or a sick parent. For other purposes, each employee is entitled to 12 weeks of leave.

I. Verification

1. The employee shall provide verification of the need for leave to care for a spouse, parent or child or for the employee's own serious health condition.
2. Verification may be provided by a physician, osteopath, or other health care provider.
3. The District may, at its own expense, require additional medical evaluation of the employee's own health condition (but not of the employee's spouse, parent or child).

J. Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition involving overnight stay in a medical care facility, or continued treatment by a health care provider.

K. Right to Reinstatement

An employee is entitled to reinstatement to the same or comparable position.

ARTICLE XI: CERTIFICATED EMPLOYEES' EVALUATION

The parties agree to establish a joint working group to review the current evaluation system and to consider creation of a voluntary alternative system that could be available to bargaining unit members. The work group will consist of three bargaining unit members (one from each Program) appointed by LTA and the two District administrators. The work group shall submit its recommendations to the parties no later than May 15, 2017. It shall be the responsibility of the parties to consider the recommendations as part of negotiations when bargaining begins for the 2017-18 school year.

- A. The purpose of evaluation is to support unit members in developing their skills in a supportive, cooperative atmosphere of lifelong learning, while maintaining high professional standards for teaching which:
1. Insure student growth and development;
 2. Acknowledge individual strengths;
 3. Address the needs of the teachers with varying levels of experience;
 4. Focus on job specific skills.

Ongoing informal classroom visits by the administrator throughout the year will foster this atmosphere, and will compliment formal classroom observations. Administrators will work cooperatively to support unit members in their professional development.

- B. Unit members shall be evaluated by the administrator utilizing the California Standards for the Teaching Profession (Appendix G). By November 1st, unit members who are to be evaluated will meet with the superintendent or principal to set goals and establish an evaluation plan. The evaluation plan shall incorporate personal, district and/or program goals.
- C. Every temporary and probationary unit member shall be evaluated in writing at least once every school year no later than February 15. In the first year, the unit member will be evaluated on three of the six standards; and, in the second year, on the remaining standards (Appendix G). The selection of the standards shall be made in collaboration with the unit member and the administrator.
- D. Any unit member who, as a result of a District-initiated Reassignment of a Unit Member Requested Reassignment, is reassigned to a different program in the District will be evaluated in writing in the year that the reassignment becomes effective.

- E. Permanent unit members with less than 10 years teaching experience in the District will be evaluated in writing at least every other year no later than 30 days prior to the end of the school year. Permanent unit members who have completed at least 10 years of teaching experience in the District, and who have met the standards during prior evaluation periods, may choose, in agreement with the administrator, to be evaluated every third year or every fifth year under the provisions of Education Code Section 44664. Unit members, regardless of whether or not they are on an evaluation cycle, shall meet with the principal annually at the beginning of the school year to discuss the unit member's professional development for that year.

For the evaluation cycle, the permanent unit member shall meet with the administrator to identify two standards for evaluation purposes. Specific areas of focus shall be identified by choosing one to three key elements under each standard. If agreement cannot be reached in choosing the two standards, then the unit member shall choose one standard and the administrator shall choose one standard. The overall evaluation shall focus on the two standards designated in the planning session.

- F. As an alternative to standard formal evaluation, the permanent unit member and the administrator may agree to use the alternative evaluation option. The alternative evaluation option will be completed utilizing a form for that purpose developed collaboratively and piloted during the 2010-11 school year and approved by both the District and the Association. In the event that a unit member receives an overall unsatisfactory evaluation through the alternative evaluation process, that member will be evaluated in the following year utilizing the standard evaluation procedure.
- G. Unit members who have received an overall unsatisfactory evaluation shall be evaluated annually until a satisfactory evaluation is achieved. It shall be the goal of the District and the Association to support individual unit members in achieving an overall satisfactory evaluation. A unit member may request an alternative administrator to complete subsequent evaluations. Areas of focus for the evaluation will include all areas determined as unsatisfactory in the prior year's evaluation and/or other areas as determined by the administrator and the unit member. A specific plan for improvement will be completed by the administration and the unit member and will detail the basis for the evaluation, including but not limited to:
1. the resources provided by the District for mentoring, release time, professional development,
 2. the specific goals to be accomplished during the evaluation period
 3. the methods for gathering information and the specific information that is to be gathered,
 4. a timeline for completing the evaluation, including intermediate steps for observations, when information is due, when specific professional development activities will occur

5. a list of who (administrator and/or unit member) is responsible for each step of the plan for improvement.

The plan for improvement will be written on a form for that purpose, developed collaboratively between the District and the Association during the 2010-11 school year and will be incorporated into this agreement as Appendix I – “Plan for Improvement”. Repeated unsatisfactory evaluations may result in disciplinary action.

H. Personal and Academic Freedom

The Board of Trustees of the Lagunitas School District believes that academic freedom required the maintenance of a climate of intellectual freedom which encourages the flow of ideas with the recognition that this freedom implies both rights and responsibilities within the framework of the law.

Rights and Responsibilities:

1. The unit members, because of their training, experience, and commitment to teaching, have the responsibility of developing the curriculum in accordance with the laws of the State and the policies of the District.
2. The controversial nature of a subject shall not bar its discussion in the classroom, so long as it is presented in an impartial and unprejudiced manner.
3. All reasonable effort shall be made to present all points of view regarding an issue so as to preclude the promotion of a partisan point of view.
4. Academic freedom is not an absolute. It must be exercised within the basic responsibilities of the teaching profession.
5. Academic freedom must be exercised with an understanding of the democratic tradition and application of good taste.
6. Unit members shall be free from harassment or unwarranted inquiries regarding their personal beliefs or convictions. Their professional positions shall not be placed in jeopardy because of their scholarly, literary, or other artistic endeavors.
7. The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it prevents the unit member from performing his/her assigned duties.
8. A unit member shall be entitled full rights of citizenship, and no religious or political activities, or lack thereof, shall be used for purposes of evaluation or disciplinary action unless said activities are contrary to local, state or federal law.

ARTICLE XII: PERSONNEL FILES

1. There shall be a single personnel file for each unit member.
2. Materials in the personnel file of a unit member shall be made available for inspection by the unit member. Upon written authorization by the unit member, the Association representative may review the unit member's file or accompany the unit member in his/her review of the file.
3. Unit members shall have the right to inspect and obtain a copy of personnel file material, upon request.
4. Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any derogatory statements, his/her own comments thereon by filing such comments within thirty (30) days of the date of the derogatory statements. The review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction. If the unit member alleges that the material is false and/or hearsay, a grievance may be initiated to determine the validity of such material. The material shall not be entered or filed unless and until such grievance sustains the material. In the event the District fails to comply with the provisions of this section, such materials shall not be allowed as evidence in any disciplinary action against the unit member or used by the District in any grievance filed by the unit member.
5. All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.

ARTICLE XIII: MISCELLANEOUS ITEMS

- A. Tuberculosis examinations shall be required of each employee once every four (4) years, provided, however, when unusual circumstances require, the employee shall submit to an examination when so directed.
- B. Within thirty (30) days of ratification of the Agreement by both parties herein, the District shall have one (1) copy per unit member made available to the Bargaining Team. The Association shall distribute the Agreement to all unit members.

ARTICLE XIV: SAVINGS

- A. If any provision of this Agreement or any application thereof is held by a court or tribunal of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decisions, but all other provisions or applications shall continue in full force and effect.
- B. Should a provision or application be deemed invalid, the parties shall meet no later than ten (10) days after such court decision is final to renegotiate the provision or provisions effected.

ARTICLE XV: NON DISCRIMINATION

The District shall not discriminate against any unit member on the basis of; race, color, creed, age, sex, national origin, political affiliation, personal living arrangements, marital status, sexual orientation, physical handicap, membership in an employee organization or participation in the activities of an employee organization.

ARTICLE XVI: STAFF DEVELOPMENT

The District will cooperate with the bargaining unit in planning staff development and will consult with staff in determining the overall focus of staff development and in the selection of staff development opportunities.

Whenever possible, release time during the regular workday shall be provided for planning and implementation.

ARTICLE XVII: COMMUNICATION

The Lagunitas School District Board of Trustees recognizes the importance of receiving input from the staff on a variety of issues, including such areas as curriculum and selection of course materials and the implementation of policies, rules and regulations. The Board welcomes information, options, proposals and recommendations on such issues and shall give consideration to such input which comes to it from the staff through Board meetings, meetings between Board or administrators and staff, committees or task forces.

ARTICLE XVIII: REDUCTION IN FORCE

- A. A reduction in force, for the purpose of this Article, shall be an involuntary separation in whole or in part from active service of a probationary or permanent unit member for reasons set forth in Section 44955 of the Education Code, including Section D. Copies of notices sent to unit members, pursuant to the procedures required by Section 44955 of the Education Code, shall be made available to the Association at the same time they are sent to the unit members.
- B. As of December 1st of each school year, the District shall publish a seniority list of probationary and permanent unit members based upon the first date of paid probationary service. In the event that multiple unit members have common first date of probationary paid service, those unit members shall be listed as a group in no hierarchical order. Should layoffs become necessary, this group shall be subject to the provisions of Item D below. Any challenges to the seniority list shall be made in writing within fifteen (15) days to the Superintendent or his/her designee. The Superintendent shall give his/her written decision to the challenge by January 15th.
- C. In February, the District should do a survey of all staff and determine potential openings for the following school year. If openings will be available, the existing teaching staff should have the first opportunity for those positions for which they are certificated and qualified in order of seniority.
- D. In determining the order of layoff, if two or more unit members subject to layoff have equal seniority, the following tiebreaker mechanism will be implemented before layoff notices are sent to the affected unit members.
 - a. Length of teaching experience in the District as a permanent teacher, probationary teacher, temporary or long-term substitute teacher. (1 point per year. 1 year = 75% of contract year.)
 - b. Total number of public or private teaching years outside the District at more than a .5 FTE per year. (1 point for one to five years, 2 points for six to ten years, and 3 points for 11 or more years - 1 year = 75% of contract year.)
 - c. Current column placement on certificated salary schedule (BS + 45 = 1 point, BA + 60 = 2 points, BA + 75 = 3 points.
 - d. Type of credential held in descending order of value shall be clear/life (2 points), preliminary (1 point).
 - e. Additional California Commission on Teacher Credentialing teaching credentials or additional degrees (baccalaureate or higher (1 point per credential and/or degree).

- f. Program specific professional preparation and/or training in the current or past District assignments (150 hours = 1 point, 300 hours = 2 points, 450 hours = 3 points with a maximum of 3 points.)
- g. Training in working with English Learners or special credential pertaining to EL students or fluency in a foreign language that the District needs. (1 point)
- h. If necessary, because point totals are equal, a lottery will be held.

ARTICLE XIX– LONGEVITY BENEFIT

The District will offer a Longevity Benefit to certificated employees who have served in a teaching position in the Lagunitas School District. A maximum of two (2) certificated unit members will be eligible to receive the Longevity Benefit each school year. The Board of Trustees has the discretion to allow more than two (2) unit members to receive the longevity benefit. Priority for the Longevity Benefit will be determined by seniority. To qualify for the Longevity Benefit the unit member must meet the following eligibility criteria:

I. Eligibility

- a. In order to be considered for a longevity benefit, a unit member must retire from the District on a State Teachers Retirement System (STRS) retirement.
- b. A unit member must have a minimum of fifteen (15) years of active, 1.0 full-time equivalent (FTE) certificated teaching service in the Lagunitas School District. The minimum number of years of District service shall be waived in the instance where a unit member is unable to achieve this number by the time they have reached the age of 65. In such cases, the unit member must have actively served in the District for a minimum of 13 years.
- c. Except for periods of authorized leave (e.g., sick leave or board approved leave of absence), any time during which a unit member is not actively serving in a teaching position in the District shall not be credited for purposes of determining eligibility for the Longevity Benefit.
- d. Credit for active years of teaching service toward eligibility for the Longevity Benefit shall be given for complete (full) years of 1.0 FTE service. Partial years of 1.0 FTE teaching service shall be combined and credited toward the number of required years of 1.0 FTE service. Multiple years of part-time (i.e., <1.0 FTE) teaching service shall be combined, and credit toward the number of required years of 1.0 FTE service shall be given but only to the extent the sum of the unit member's FTE is a complete (full) year or years of 1.0 FTE service.

II. Procedure

- A. Unit member must submit a letter of application for Longevity Benefit to the District on or before February 28th of the calendar year of retirement. The unit member shall designate in the letter of application how he/she wishes the Longevity Benefit to be allocated. Allocation "Options" are specified in Section IV, below.

- B. The unit member's Longevity Benefits shall be approved by the Board no later than the regularly scheduled board meeting in May.

III. Longevity Benefit Calculation

The amount of the benefit will be calculated as follows:

<u>No. of Years of active, 1.0 FTE Certificated Service in the District</u>	<u>Amount of Longevity Benefit</u>
15 – 19 years	\$1,000 per year
20 – 32 years	\$1,200 per year

The amount of the Longevity Benefit will be calculated based on the unit member's number of full years of active, continuous 1.0 FTE certificated service in the District. The Longevity Benefit shall not exceed \$38,400 per unit member. This is a one-time only benefit.

IV. Longevity Benefit Payment Options

The District shall offer two (2) Payment Options offered under the Longevity Benefit Program. The unit member may participate in either Option 1 or 2 or a combination of both.

Option 1: Medical, Dental, and Vision Insurance

The unit member may choose to have all or a portion of the Longevity Benefit applied toward the unit member's retirement health care costs which will be funded on an annual basis. If the employee reaches age sixty-five, the District will continue to pay the unit member's health care cost until the Longevity Benefit is exhausted or the unit member designates the remaining funds to be paid in cash or an annuity.

Option 2: Cash/Annuity

The unit member may choose to receive all or a portion of the Longevity Benefit in the form of cash or an annuity.

V. Duration of Longevity Benefit Article

The District may suspend this Article by written notice to Association for reason of insufficient funds. Notice of suspension shall be given by July 1st, and the effective date of suspension shall be June 30th of the next calendar year. If District gives notice of suspension, a longevity benefit shall be the subject of negotiation for the school year following the effective date of suspension.

ARTICLE XX: PUBLIC CHARGE

Purpose

It is the intent of the Association and the District to encourage input and dialog regarding the actions and activities of its unit members. Members of the school community are encouraged to offer constructive criticism and to bring concerns directly to unit members of the District.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time-to-time arise. All parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Definitions

1. A public charge is a complaint by a student, parent, or citizen about a unit member to the Superintendent/Principal.
2. The complainant is the person or persons making the complaint.
3. A "day" is any day in which a unit member is required to render service to the District.

No negative and/or unsatisfactory evaluation shall be predicated upon information or material of a derogatory or critical nature which has been received by the Superintendent/Principal from students, parents, and/or citizens unless the following procedures have been followed:

Informal Level

1. Any complaint about a unit member shall be reported to the unit member by the Superintendent/Principal, during a scheduled meeting, within five days of receipt.
2. Should the unit member and the Superintendent/Principal believe the allegations in the complaint warrant a meeting between the unit member and the complainant, the Superintendent/Principal shall schedule and attend a meeting within 10 days. At the request of the unit member, an Association representative may be present at the meeting. The purpose of the meeting shall be to seek an amicable resolution of the complaint. The complainant may also bring a representative of his/her choice.
3. If the complainant refuses to attend the meeting, s/he shall be given the option of withdrawing the complaint or filing a formal written complaint. A complaint that is withdrawn, except for violations of the law, shall not be utilized by the District in any evaluation or disciplinary action of the unit member.

Formal Level

1. If the matter is not resolved at the Informal Level to the satisfaction of the complainant, s/he shall put the complaint in writing within ten (10) days and submit it to the Superintendent/Principal who shall provide a copy to the unit member within five (5) days of receipt. The unit member shall be given time during the duty day, without salary deduction, to review the complaint. If the unit member believes the complaint is false and/or based on hearsay, mediation may be initiated by the unit member.
2. If no written complaint is received, the matter shall be dropped.
3. Within ten (10) days of receipt of the written complaint by the unit member, if the unit member chooses not to request mediation, the written complaint shall become part of the unit member's personnel file and may be considered for evaluative purposes. If the complainant is unwilling to participate in mediation, the complaint shall be considered dropped.
4. The purpose of the mediation shall be to reach a resolution satisfactory to both parties. The Superintendent/Principal shall schedule a meeting attended by: 1) the unit member, who may bring an Association representative; 2) the complainant, who may bring a representative; 3) the Superintendent/Principal; and 4) a mediator acceptable to all parties. The mediator may be a member of the Board of Trustees, a neutral citizen, or someone trained and hired to mediate.
5. The mediator shall assist the parties in resolving the complaint. The resolution shall be written for all parties to sign. The mediator shall have the authority to meet separately with either party, but shall not have the authority to compel the resolution of the complaint. If, after due diligence, the mediator concludes a resolution is not possible the mediator shall notify both parties in writing.
6. If the complaint remains unresolved the Superintendent/Principal shall investigate all pertinent facts and prepare a written report detailing his/her findings and decision.
7. If the complainant or the unit member is not satisfied with the determination of the Superintendent/Principal they may appeal the decision to the Board of Trustees.
8. Complaints which are withdrawn, shown to be false, or not sustained by the public charge procedure shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action of the unit member.
9. If the unit member is not satisfied, s/he may place a letter of explanation in his/her personnel file and may seek a solution outside this process. If the complainant is not satisfied s/he may seek a solution outside this process.

ARTICLE XXI: REASSIGNMENT

Definitions

1. A reassignment is the movement of a unit member from one subject to another subject area, one grade level to another grade level, one program to another program, or from one configuration to another within the District
2. A vacancy is any position that does not have a unit member assigned to it.

Unit Member-Requested Reassignment

- A. A unit member may submit a request for a reassignment at any time, whether or not a vacancy exists. A unit member may also submit a request for reassignment subsequent to the posting of a vacancy notice.
- B. A request for reassignment shall not be denied arbitrarily, capriciously, or without basis in fact.
- C. Procedure
 1. Upon knowledge of vacancies, the District shall deliver to the Association and post in all school buildings a list of all vacancies which occur during the school year. Summertime notices shall be mailed and emailed to all unit members. In addition, the District shall mail and email notices of all vacancies to all unit members on leave of absence and to part-time employees.
 2. The postings shall include the following: A closing date which is at least ten (10) working days following the posting and a job description.
 3. When a unit member applies for a vacancy, the following criteria shall be considered and weighed equally:
 - a. Experience and specific education relevant to the requested program position
 - b. Willingness on the part of the unit member to embrace the philosophy of the program.
 - c. Willingness on the part of the program to accept the unit member.
 - d. Fiscal impact of the assignment on the District.
 - e. When all factors are substantially the same, the senior unit member will be selected for the vacant position.

4. The administrator shall facilitate a meeting between each interested unit member and teachers in the program with the vacancy.
5. Following the positive recommendation of the administrator, the unit member shall meet with a reassignment committee composed of the administrator, all unit members in the program, and an equal number of program parents to unit members. One LTA representative, from outside the program in question, may also be on the reassignment committee as a non-voting member. The committee will use a consensus model in developing its recommendation. If consensus cannot be reached, the recommendation shall be made based on majority vote.
6. The reassignment committee will make a recommendation to the administration who, in turn, will make a recommendation to the Board. The Board retains final authority in approving requests for voluntary reassignments.
7. If a unit member's request for a voluntary reassignment is denied, the unit member, upon request, shall be granted a meeting with the administrator to discuss the reasons for the denial. Following the meeting the unit member may request and shall receive written reasons for the denial.

District-Initiated Reassignment

- A. District-Initiated reassignment shall be made only for the following reasons: decrease in the number of pupils which requires a decrease in the number of unit members, elimination of program(s) and/or funding, or school closures.
- B. Procedure
 1. If a reassignment becomes necessary, the following criteria shall be considered and weighted equally:
 - a. Experience and specific education relevant to the requested program position
 - b. Willingness on the part of the unit member to embrace the philosophy of the program.
 - c. Willingness on the part of the program to accept the unit member.
 - d. Fiscal impact of the assignment on the District.
 - e. When all factors are substantially the same, the least senior unit member will be selected for the vacant position.

2. Whenever possible, the District shall not initiate a reassignment of a unit member more than once in three years.
3. The administration shall notify the teachers and parents of the program that will be receiving the reassigned teacher at least two weeks prior to the Board taking action on the reassignment.
4. The Administrator shall make a recommendation to the Board. The Board retains final authority in approving District-initiated reassignments.

Reassignment to Different School Program

A unit member who initiates a reassignment as well as a unit member who is reassigned to a school program different from which they are currently teaching shall be subject to the following:

- A. The unit member shall participate in training or other preparation for the program. The unit member and the administrator shall develop a plan identifying the specific training requirements, a timeline, and the support necessary for the unit member to complete the identified training and/or preparation. The cost of such training shall be paid by the District.
- B. The District will provide local support in the form of release time, mentor teachers, and access to outside consultants as necessary to support the reassignment and training of a unit member.

ARTICLE XXII: SHARED CONTRACTS

1. Purpose

Positions of shared contracts for unit members are permitted so that

- a. Required staff reductions due to declining enrollment may be minimized.
- b. unit members may take a part-time leave to pursue their education, travel, meet family responsibilities, and prepare for retirement;
- c. District and program needs be fulfilled.

2. Eligibility

All unit members are eligible to apply for shared contract positions. The Board of Trustees has the authority to approve or disapprove all such requests.

3. Application Procedure

Written requests for shared contracts will state, at a minimum, the duration of the proposed schedule for both unit members indicating:

- a. specific days/hours of instructional teaching, and
- b. specific days/hours of attendance at sessions, parent conferences, and so forth. This written request will be presented to the Superintendent/-Principal
- c. a plan for the development of specific strategies and monitoring and implementation of IEPs.
- d. a plan for conflict resolution between the two (2) unit members involved in the shared contract or any other possible conflicts.

4. Limitations

No proposal shall go into effect until approved by the Superintendent and the Board of Trustees. Shared contracts must be authorized by the Board annually and renewal requests must be submitted for Board consideration no later than March 1.

5. Matching Requests and Assignments

Individuals requesting shared positions will be scheduled to meet with the Superintendent/Principal to develop suitable combinations and schedules which are mutually agreeable by the unit members and approved by the Superintendent. Both unit members sharing a contract will be required to attend the pre-school teacher work

days and the first week of the school year. Also, both unit members will be in attendance at parent conferences, faculty meetings, and will jointly share in the responsibility of grading students.

6. Confirmation of Request

Shared contracts will be issued reflecting all pertinent information concerning the shared assignment, dates indicating duration of the contract, description of the subject/grade level, location, salary, and benefits.

7. Compensation

Compensation will be established in conjunction with the current salary schedule. Unit members who complete shared assignments will be advanced for experience, receive sick-leave credit, and compensation according to the proportion their position bears to a full-time position. Participants shall receive salary credit as per Article III, Section D.

8. Assignment Upon Return to Prior Status

Unit members returning to prior status will be entitled to the same rights as any other unit member.

9. Changes Subsequent to the Issuance of Letters of Confirmation

If the unit member, after accepting a shared contract, requests a return to a full-time basis, the District shall attempt to honor the request, but shall not be obligated to do so.

10. Fringe Benefits

Shared contract unit members shall receive fringe benefits for the proportionate time they are teachers. Unit members may purchase fringe benefits through the group plan for the part of time they are on leave.

11. Annual Review

Shared contracts will be reviewed annually by the Superintendent/Principal and the participating unit members no later than March 1. Input from the teaching staff most closely interacted with and parents will be solicited by the Superintendent/Principal. Shared contracts may be renewed on an annual basis with the mutual consent of the Board, Administration, and the employees involved with a full consideration of the results of the review. If the shared contract is not renewed, the employee returns to prior status at the end of the shared contract.

ARTICLE XXIII: TERMS AND REOPENERS

This Agreement becomes effective July 1, 2016 and shall continue in effect to and including June 30, 2019.

Reopeners shall be for Article III, Salaries, Article IV, Health and Welfare Benefits, and two (2) articles of each party's choice. For the 2017/18 school year, Article XI, Certificated Employees' Evaluation will be automatically reopened. Parties will submit proposals simultaneously, if possible.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on

LAGUNITAS TEACHERS ASSOCIATION/CTA/NEA

BY _____

BY _____

LAGUNITAS ELEMENTARY SCHOOL DISTRICT

BY: Lagunitas Elementary School District

BY _____
Board President

BY _____
Superintendent

The parties agreed to remove from the 2010-2013 Collective Bargaining agreement, the following items:

1. **Side Letter of Agreement** Between the Lagunitas School District and the Lagunitas Teachers Association
– May 21, 2008

2. **LAGUNITAS SCHOOL DISTRICT**
2010-11 and 2011-12 EARLY RETIREMENT INCENTIVE
“VALUE YEARS” PLAN (REVISED 03-01-11)

APPENDIX A: SALARY SCHEDULE

APPENDIX B: GRIEVANCE FORM LEVEL II

LAGUNITAS SCHOOL DISTRICT GRIEVANCE FORM LEVEL II

1. Request to appeal Level I decision to mediation
Reason for appeal _____

2. Mediation Conference. (Date of conference: _____)
Association Spokesperson Association Representative

District Spokesperson District Representative

Mediation Conference. (Date of Conference _____)
Association Spokesperson Association Representative

District Spokesperson District Representative

Mediation Conference (Date of Conference _____)
Association Spokesperson Association Representative

District Spokesperson

District Representative

- Agreement reached (see attached) or
- Certification that resolution is not possible

Date: _____ Mediator _____

APPENDIX C: PRE-APPROVAL REQUEST FORM - PROFESSIONAL GROWTH

APPENDIX D: CERTIFICATE OF PARTICIPATION - PROFESSIONAL GROWTH

Lagunitas School District

**PROFESSIONAL GROWTH PROGRAM
CERTIFICATE OF PARTICIPATION**

I certify that _____
Unit Member's Name

Successfully completed: _____ hours
_____ semester/quarter units

Of participation in _____
Course title or description

On _____ from _____.
Date Hours

Instructor Name

Instructor/Course Coordinator signature

Organization

Date

Date Submitted to the District: _____

_____ Approved _____

Signature

_____ Denied _____

Printed Name & Title

Date

APPENDIX E: CERTIFICATED JOB ANNOUNCEMENT

(DATE)

CERTIFICATED JOB ANNOUNCEMENT

POSITION:

DEADLINE:

APPENDIX F: CERTIFICATED CATASTROPHIC LEAVE BANK FORM

Lagunitas School District

School Year:

Name: _____

For Continuing Employees:

_____ I wish to continue my participation in the Certificated Catastrophic Leave Bank.

_____ Please cancel my participation in the Certificated Catastrophic Leave Bank. I do not wish to make a one (1) day contribution this year. I understand that my cancellation of participation in the Leave Bank eliminates my participation and I will no longer be qualified to draw from the Bank as of the effective date of the cancellation as per the Certificated Contract.

For New Employees:

_____ I wish to contribute one (1) day of sick leave to the Certificated Catastrophic Leave Bank for the current fiscal year. I understand that my contributions will continue from year to year until I cancel my contribution and participation in the Leave Bank as per the Certificated Contract.

_____ I do not wish to participate in the Catastrophic Leave Bank.

Employee's Signature

Date

Received by: Signature

Date

Lagunitas School District
Certificated Contract – July 1, 2016 – June 30, 2019
Board Approved May 18, 2017

APPENDIX G: PROFESSIONAL STANDARDS and KEY ELEMENTS

<p>STANDARD I</p> <p>Engage and Support All Students in Learning</p> <ul style="list-style-type: none"> ○ Connecting students’ prior knowledge, life experience, and interests with learning goals. ○ Using a variety of instructional strategies and resources to respond to students’ diverse needs. ○ Facilitating learning experiences that promote autonomy, interaction, and choice. ○ Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful. ○ Promoting self-directed, reflective learning for all students. 	<p>STANDARD IV</p> <p>Plan Instruction and Design Learning Experiences for All Students</p> <ul style="list-style-type: none"> ○ Drawing on and valuing student’s background, interests, and developmental learning needs. ○ Establishing and articulating goals for student learning. ○ Developing and sequencing instructional activities and materials for student learning. ○ Designing long-term and short-term plans to foster student learning. ○ Modifying instructional plans to adjust for student needs.
<p>STANDARD II</p> <p>Create and Maintain Effective Environments for Student Learning</p> <ul style="list-style-type: none"> ○ Creating a physical environment that engages all students. ○ Establishing a climate that promotes fairness and respect. ○ Promoting social development and group-responsibility. ○ Establishing and maintaining standards for student behavior. ○ Planning and implementing classroom procedures and routines that support student learning. ○ Using instructional time effectively. 	<p>STANDARD V</p> <p>Assess Student Learning</p> <ul style="list-style-type: none"> ○ Establishing and communicating learning goals for all students. ○ Collecting and using multiple sources of information to assess student learning. ○ Involving and guiding all students in assessing their own learning. ○ Using the results of assessments to guide instruction. ○ Communicating with students, families, and other audiences about student progress.
<p>STANDARD III</p> <p>Understand and Organize Subject Matter for Student Learning</p> <ul style="list-style-type: none"> ○ Demonstrating knowledge of subject matter content and student development. ○ Organizing curriculum to support student 	<p>STANDARD VI</p> <p>Develop as a Professional Educator</p> <ul style="list-style-type: none"> ○ Reflecting on teaching practice and planning professional development. ○ Establishing professional goals and pursuing opportunities to grow professionally.

<p>understanding of subject matter.</p> <ul style="list-style-type: none"> ○ Interrelating ideas and information within and across subject matter areas. ○ Developing student understanding through instructional strategies that are appropriate to the subject matter. ○ Using materials, resources, and technologies to make subject matter accessible to students. 	<ul style="list-style-type: none"> ○ Working with communities to improve professional practice. ○ Working with families to improve professional practice. ○ Working with colleagues to improve professional practice. ○ Balancing professional responsibilities and maintaining motivation.
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Employee _____ School _____ Program/Region _____ School Year _____

Evaluator _____ Date of Formal Evaluation _____ Date of Initial Conference _____ Date of Final Conference _____

Status: Probationary I Probationary II Permanent

OVERALL RATING
 Satisfactory
 Unsatisfactory

Rating: M = Meets or Exceeds Criteria NI = Needs Improvement U = Unsatisfactory
 (NI and /or U require justification)

STANDARD I – Engaging and supporting all students in learning	Rating	COMMENDATIONS/RECOMMENDATIONS/EVIDENCE
<ul style="list-style-type: none"> • Connecting students' prior knowledge, life experience and interests with learning goals. • Using a variety of instructional strategies and resources to respond to students' diverse needs. • Facilitating learning experiences that promote autonomy, interaction and choice. • Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful. 		<ul style="list-style-type: none"> •

<ul style="list-style-type: none"> Promoting self-directed, reflective learning for all students. 	
--	--

Employee _____

School Year _____

Rating: M = Meets or Exceeds Criteria

NI = Needs Improvement

U = Unsatisfactory

(NI and /or U require justification)

STANDARD II – Creating and maintaining effective environments for student learning	Rating	COMMENDATIONS/RECOMMENDATIONS/EVIDENCE
<ul style="list-style-type: none"> Creating a physical environment that engages all students, that is safe and provides adequate supervision. Establishing a climate that promotes fairness and respect. Promoting social development and group responsibility. Establishing and maintaining standards for student behavior. Planning and implementing classroom procedures and routines that support student learning. Using instructional time effectively. 		
STANDARD III – Understanding and organizing subject matter for student learning	Rating	COMMENDATIONS/RECOMMENDATIONS/EVIDENCE
<ul style="list-style-type: none"> Demonstrating knowledge of subject matter content and student development. Organizing curriculum to support student understanding of subject matter Interrelating ideas and information within and across subject matter areas. 		

<ul style="list-style-type: none"> • Developing student understanding through instructional strategies that are appropriate to the subject matter. • Using materials, resources and technologies to make subject matter accessible to students. 	
---	--

Employee _____

School Year _____

Rating: M = Meets or Exceeds Criteria

NI = Needs Improvement

U = Unsatisfactory

(NI and /or U require justification)

STANDARD IV – Planning instruction and designing learning experiences for all students.	Rating	COMMENDATIONS/RECOMMENDATIONS/EVIDENCE
<ul style="list-style-type: none"> • Drawing on and valuing students' backgrounds, interests and developmental learning needs. • Establishing and articulating goals for student learning. • Developing and sequencing instructional activities and materials for student learning. • Designing short-term and long-term plans to foster student learning. • Modifying instructional plans to adjust for student needs. 		
STANDARD V – Assessing student learning	Rating	COMMENDATIONS/RECOMMENDATIONS/EVIDENCE
<ul style="list-style-type: none"> • Establishing and communicating learning goals for students. • Collecting and using multiple sources of information to assess student 		

learning. <ul style="list-style-type: none"> • Involving and guiding students in assessing their own learning. • Using the results of assessment to guide instruction. • Communicating with students, families and others about student progress. 	
--	--

Employee _____

School Year _____

Rating: M = Meets or Exceeds Criteria

NI = Needs Improvement

U = Unsatisfactory

(NI and /or U require justification)

STANDARD VI – Developing as a professional educator	Rating	COMMENDATIONS/RECOMMENDATIONS/EVIDENCE
<ul style="list-style-type: none"> • Reflecting on teaching practice. • Establishing professional goals and pursuing opportunities to grow professionally. • Working and communicating with families, colleagues and/or others to improve professional practice. • Balancing professional responsibilities/maintaining motivation. 		
ADDITIONAL COMMENTS – Employee		ADDITIONAL COMMENTS – Evaluator
<ul style="list-style-type: none"> • 		

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Additional pages may be used

Date	Employee Signature	Date	Evaluator Signature
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APPENDIX H: EVALUATION PLANNING SHEET

Teacher: _____ Date: _____

Grade: _____ School Year: _____

Directions: Prior to attending the Initial Evaluation Conference, complete Section 1 below. Selection of specific areas to focus your Professional Development is based on a self-analysis of your current teaching practice. You are highly encouraged to select areas that are meaningful to your growth as a teacher. Bring this form, unsigned, to your Initial Evaluation Conference.

Section 1:

Standard: _____

Key Elements:

1. _____
2. _____
3. _____

Teacher Developed Goal:

Time for Completion: _____

Section 2:

Standard: _____

Key Elements:

1. _____
2. _____
3. _____

Evaluator Developed Goal:

Time for Completion: _____

Section 3:

Standard: _____

Key Elements:

1. _____
2. _____
3. _____

Evaluator/Teacher Developed Goal:

Time for Completion: _____

Employee's Signature (Date)

Evaluator's Signature (Date)

APPENDIX I CERTIFICATED FINAL EVALUATION WORK PLAN

Evaluatee: _____ Evaluator: _____

Site: _____ Grade Level/Dept. _____ Year: _____

This *Work Plan* is being implemented based on a Final Evaluation Recommendation of:

Recommend continuation with unsatisfactory areas noted:

A. Area(s) indicated as *Unsatisfactory*:

B. Specific suggestions and time schedules for improvement:

C. Additional resources to be utilized to assist with improvement:

D. Evaluator's role in assisting the unit member:

E. Techniques for measurement of improvement:

F. The Work Plan may also include adequate release time for unit member to avail himself/herself of other resources to improve in the areas in which the deficiencies are cited.

We have read this Work Plan, but the employee's signature does not necessarily signify agreement. The employee understands that any written statement he/she wishes to make regarding this report will be attached to all copies of it. The employee also acknowledges that a copy will be placed in his/her personnel file.

Signature of Evaluatee

Date

Signature of Evaluator

Date