

**Agreement between
Lancaster School District
and
Teachers Association of Lancaster**

July 1, 2009 – June 30, 2012

Table of Contents

Articles		
I	Recognition.....	3
II	Non-Discrimination	4
III	Association Rights.....	5
IV	Retained Rights.....	8
V	Work Stoppage	11
VI	Grievance Procedure	12
VII	Arbitration	13
VIII	Professional Dues And Payroll Deductions.....	15
IX	Class Size.....	17
X	Hours Of Work.....	21
XI	Work Days	24
XII	Procedural Guidelines For The Evaluation Of The Instructional Staff.....	25
XIII	Personnel Files.....	26
XIV	Rights Of Teachers.....	27
XV	Safety Conditions Of Employment	28
XVI	Transfer And Reassignment	30
XVII	Physical Examinations	37
XVIII	Teacher Travel	38
XIX	Leave Provisions	39
XX	Basic Salary	47
XXI	Employee Benefits.....	50
XXII	Summer School.....	56
XXIII	Complaints Concerning Unit Members	57
XXIV	Procedure For Consultation	59
XXV	Separability And Savings.....	60
XXVI	Inclusion Of Severely Disabled Students	61
XXVII	Peer Assistance/Peer Review, Btsa Programs, And Instructional Coaches	62
	Peer Assistance/Peer Review	64
	Btsa And Intern Programs	68
	Instructional Coaches	70
XXVIII	Miscellaneous Provisions	74
XXIX	Entire Agreement	75
XXX	Duration.....	76
MOUs	Staff Meetings And Professional Development 2010-2011	77
	School Closure And Grade Level Reconfiguration.....	77
Appendix A	Lancaster School District Teachers' Salary Schedule.....	80
A-2	(Vi, Oi, O&M, APE, ES, BTSa, PAR, Reading Specialist).....	83
A-3	Emergency Teachers' Salary Schedule	84
A-4	Speech Teachers' Salary Schedule.....	85
A-5	Licensed Speech/Language Pathologist	86
B	Procedural Guidelines For The Evaluation Of The Instructional Staff.....	87
C	Catastrophic Leave	91
E	Initial Assignment Of Teachers To A New School Site.....	97
F	Year-Round Education.....	98
G	Stipends	106

ARTICLE I
RECOGNITION

- 1.0 Pursuant to the certification of the Public Employment Relations Board, Case LA-279, the District recognizes the Association as the exclusive representative for the following unit of employees:

Included: All regular permanent, probationary and temporary contract certificated employees, including all regular classroom teachers; speech/language/hearing specialists, special education teachers, ECE educational specialists and counselors.

Excluded: All classified and other non-certificated employees; all casual or limited term personnel, such as substitutes (day-to-day and term) and home teaching personnel; all certificated management employees within the meaning of Government Code Section 3540.1(g), such as superintendent, deputy superintendent, assistant superintendents, director of pupil safety and attendance, school principals (full-time and part-time); assistant principals (full-time and part-time); director of special programs, director of facilities, coordinator of curriculum and all other site and district administrators; all confidential employees within the meaning of Government Code Section 3540.1(c); and consultants.

- 2.0 All disputes arising out of Article I, Section 1.0 will be directed to the Public Employment Relations Board.

ARTICLE II

NON-DISCRIMINATION

- 1.0 Neither the District nor the Association shall illegally discriminate against any unit member covered by this Agreement on the basis of race, color, creed, age, sex, sexual orientation, national origin, political affiliation, marital status, physical handicap, or domicile.
- 2.0 Neither the District nor the Association shall discriminate against any unit member on the basis of his or her membership in an employee organization or participation in the activities of an employee organization.

ARTICLE III

ASSOCIATION RIGHTS

1. Representatives of the Association shall have the right to use a designated institutional bulletin board located in Faculty Lounges in a conspicuous place. Association communications to employees shall be posted on bulletin boards so designated, and a copy given to the building principal. Designation of the bulletin board shall be made by mutual consent of the Association representative and the Principal.
2. The Association may use the District mail service and teacher mailboxes for communication to teachers. Such communication shall be dated and state the name of the organization sending the communication and a copy given to the building principal.
 - 2.1. The TAL/CTA Office will be included on the district interoffice mail run at least once a day (Midday).
3. Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times upon notification to the principal or his/her designee.
4. The Association may designate representatives of the Association to receive paid leave of absence to attend an officially called Regional/State/National Association conference. Such conferences shall not exceed a total of twelve (12) days per year. The Association shall pay all conference and substitute expenses. The District conference request procedure will be used.
5. The Association shall be entitled to sixty (60) days release time each school year covered by the Agreement for use by the Association's representatives. The Association's representatives shall, whenever possible, give 24 hour advance notice to site administrators when using Association days. The Association shall pay substitute expenses. Any substitute costs resulting from jointly attended bargaining training will be absorbed by the District. Days used by the Association for the annual negotiations training of its bargaining team shall not be charged to the sixty (60) days release time.
 - 5.1. The first ten (10) days of release time are non-chargeable in order to provide funds for the purpose of purchasing liability insurance relative to Peer Assistance and Review (PAR) or other uses at the Association's discretion.
6. Names, addresses, telephone numbers, and site assignments of all District teachers, if authorized by the teacher, shall be provided without cost to the Association no later than November 1st of each school year.
7. The District and the Association shall furnish to each other any information or documents which are reasonably necessary for each to fulfill its role in the negotiation process, including information regarding the placement of personnel on the respective salary schedules as of February 15, and other documents to the extent such documents are not communications among the members of the management of the District or otherwise confidential. Only one (1) copy of any document requested hereunder need be furnished. The Association shall be entitled to one (1) free copy of the Board's public agenda and minutes.
8. The District shall post all Board Policies and current Rules and Regulations governing the Lancaster School District on the District network.

9. The Association agrees to provide the District with the names of Association Officers and Building Representatives no later than November 1st of each school year.
10. The District and the Association agree to refer matters of concern not addressed through negotiations to the TALC (Teachers Association of Lancaster Consultation Committee) process for study and rendering of recommendations.
11. The Lancaster School District (LSD) and the Teachers Association of Lancaster (TAL) recognize the need to maintain open-book budget processes at the District and at the sites.
12. The District will maintain a District Budget Advisory Committee which will include TAL participation.
13. EXPIRATION OF MOU's
 - 13.1. All MOU's included within the Collective Bargaining Agreement will expire on June 30th of each year, unless extended by mutual consent of both parties or specifically and individually identified for extension to a later date.
 - 13.2. All MOU's will be re-examined at bargaining sessions prior to June 30 each year.
 - 13.3. All MOU's will be added with their incorporation and expiration date.
14. SITE SPECIFIC CONTRACT VARIATIONS
 - 14.1. Site variances are limited to those contract variations that have no impact on other sites. All contract Articles are specifically excluded from any site variations in whole or in part unless they are part of the following list: Article IX, Class Size; Article X, Hours of Work; Article XI, Work Days; Article XXVI, Year-Round Education.
 - 14.2. Site discussion may take place on specific contract language variations following a secret ballot conducted by the Building Rep.
 - 14.2.1. Each numbered paragraph to be discussed must be individually identified and must be voted on specifically in order for it to be included in the discussion for possible variations.
 - 14.2.2. No paragraph may be discussed for variation unless 90% of the assigned unit members vote "yes" by secret ballot to include it. Each paragraph shall be voted upon individually as part of the overall ballot.
 - 14.2.3. Part time or job share teachers are to vote in proportion with their assignment at the school.
 - 14.2.4. Itinerant unit members such as speech therapists, music teachers, etc. are to vote in proportion to their assignment at the school.
 - 14.2.5. Voting on site contract variances is limited to active members of the Teachers Association of Lancaster.
 - 14.2.6. Teachers on leave of absence at the time of balloting may not vote on contract variances.
 - 14.3. Discussion may begin on specific language variations for specific numbered paragraphs following an affirmative vote of at least 90% of the specified staff members.
 - 14.3.1. Site unit members will elect, by secret ballot, conducted by the Building Rep no more than three site contract variance negotiators to

- work with a representative from TAL Bargaining Team or the TAL Consultations Team appointed by the TAL President.
- 14.3.2. These members will comprise a collaborative site negotiation team to work with administrative representatives to design site specific contract variances.
 - 14.3.3. A representative from TAL's Executive board shall be present at the voting by secret ballot.
 - 14.3.4. The District may choose a representative to be present at the counting of the ballots.
- 14.4. Proposed changes will be submitted to the Superintendent or designee for approval.
 - 14.5. Proposed changes will be submitted by the Building REP to the TAL Executive Board for approval.
 - 14.6. Following approval by the District Office and the TAL Executive Board the Building REP will conduct a vote of approval by staff members.
 - 14.6.1. Variances must be approved by at least 70% of the staff members.
 - 14.6.2. Vote will be by secret ballot.
 - 14.7. The LSD Board of Trustees and the TAL REP Council must approve all variances in regular session.
 - 14.8. All variances are to be approved by April 1st of each year in order to be included as a contract variance for the following year unless specifically exempted from this requirement by the TAL Executive Board and the TAL REP Council.
 - 14.8.1. All transfer opportunities to sites with variances must be posted with a note that a variance is in place at the site.
 - 14.8.2. Transferees to a contract variance site must adhere to all variances in place or scheduled to take place at the site.
 - 14.8.3. Transferring unit members must assume responsibility for referring to the general contract for specific variance language related to the potential work sites.
 - 14.9. All site variances expire at the end of one (1) school year unless the staff has specifically voted by secret ballot in an election conducted by the building REP to continue the variance.
 - 14.9.1. All continuing variances must be approved by a vote of 70%.
 - 14.9.2. All continuing variances must be approved by April 1st before the new school year.
 - 14.9.3. All modifications to variances shall follow the initial variance procedures and regulations listed in Paragraphs 14.1 through 14.9.

ARTICLE IV

RETAINED RIGHTS

1. All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
 - 1.1. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees.
 - 1.2. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement.
 - 1.3. The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, service and activity functions assigned to such properties.
 - 1.4. All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the lawful subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services.
 - 1.5. The utilization of personnel not covered by this Agreement, including but not limited to substitutes, casual, and provisional personnel, consultants, instructional aides and supervisory or managerial personnel, to do work which is normally done by employees covered hereby, and the methods of selection and assignment of such personnel.
 - 1.6. The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, student transfers, grade level advancement, guidance, grading, testing, student records, health and safety, conduct, discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, other

personnel and the public with respect to such matters, subject only to such consultation rights of the Association as are provided under Government Code Section 3543.2.

- 1.7. The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location (subject only to the express terms of this Agreement regarding transfers), and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to whether, when and where there is a job opening.
 - 1.8. The job classifications and the content and qualifications thereof.
 - 1.9. The duties and standards of performance as determined by law, for all employees; and whether any employee adequately performs such duties and meets such standards.
 - 1.10. The dates, times and hours of operation of District facilities, functions, activities, and work schedules.
 - 1.11. Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters.
 - 1.12. The rules, regulations and policies for all employees, students and the public, subject only to clear and explicit limitations contained in this Agreement.
 - 1.13. The retirement of employees for age or disability.
 - 1.14. The termination or layoff of employees as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.
2. It is not the intention of the parties, in setting forth the above-mentioned rights of management, to detract or diminish in any way the rights of the Association or of unit members as expressly set forth elsewhere in this Agreement. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights.
 3. All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
 4. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth herein above, or any other rights of the District not expressly limited by the clear and explicit language of this Agreement,

or arising out of or in any way connected with the effects of the exercise of such rights, is not subject to the grievance and arbitration provisions set forth in Articles VI and VII.

ARTICLE V

WORK STOPPAGE

1. Apart from and in addition to existing legal restrictions upon work stoppage, the Association hereby agrees that neither it nor its affiliates, officers, agents, or representatives, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever during the life of this Agreement for any cause or dispute whatsoever or wheresoever located. Violations hereof, will subject violators to legal and equitable judicial relief.
2. In the event of any strike, walkout, slowdown or work stoppage or threat thereof, the Association and its officers, agents or representatives will do everything within their power to end or avert the same.
3. Any employee authorizing, engaging in, recognizing or assisting any strike, slowdown, work stoppage, or other concerted interference in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall be subject to termination. The District reserves the right to discipline any or all employees hereunder.
4. In the event that this Article is violated over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance and arbitration provisions of Article VI and VII, the Association and the employees shall be deemed to have waived the right to process the grievance or dispute to arbitration and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.

ARTICLE VI

GRIEVANCE PROCEDURE

1. A "Grievance" is defined as (1) a statement/claim by a teacher or group of teachers covered hereby, that the District has violated an express term of this Agreement and that by reason of such violation the teacher(s) rights have been adversely affected, or (2) a statement/claim by the Association that the District has violated Article III - Association Rights, and Article VIII - Professional Dues and Payroll Deductions.
2. Procedure
 - 2.1. Level I: An employee's Grievance must be submitted orally to the grievance's immediate supervisor within fifteen (15) working days (barring absence of either party) after the event giving rise to the Grievance. The parties acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. When requested by the teacher and/or immediate supervisor, and with advance notice of at least one (1) school day to either party, a teacher representative(s) of the teacher's choice, or a representative(s) of the Association, and a representative(s) of management, may be present to assist in this resolution. However, should such informal processes fail to satisfy the teacher, a written grievance may be processed, within five (5) working days after the informal meeting. The school principal or his designated representative shall have five (5) working days to give a written decision after receipt of the grievance.
 - 2.2. Level II: If the Grievance is not settled in Level I, the employee may move it to Level II by written notice to the Superintendent or designee, and the President of the Association, within five (5) working days. A meeting will be arranged to review and discuss the Grievance. Such meeting will take place within five (5) working days from the date the Grievance is received by the Superintendent or designee. The Superintendent or designee, and the teacher and designee, may invite other representatives to be present at such meeting. A written decision shall be rendered by the Superintendent or designee within five (5) working days from the date of such meeting.

ARTICLE VII

ARBITRATION

1. Grievances which are not settled pursuant to Article VI, and which the Association desires to contest further, and which involve the interpretation or application of the express terms of this Agreement, shall be submitted to arbitration as provided in this Article, but only if the Association gives written notice to the District of its desire to arbitrate the Grievance within ten (10) working days after the termination of Level II of the Grievance procedure. It is expressly understood that the only matters which are subject to arbitration under this Article are Grievances which were processed and handled in accordance with the Grievance Procedure of Article VI. The provisions of Article I - Recognition, the Retained Rights set forth in Article IV and hereby incorporated by reference herein; and the provisions of Article V - Work Stoppage, Article IX - Class Size, Article XXVII- Procedure for Consultation, and Section 7.0, Preparation Period of Article X - Hours of Work, are specifically excluded from arbitration under the provisions of this Article.

1.1. Prior to Arbitration the parties may mutually agree to mediation.

1.2. All rights to arbitration, including Arbitrability, are extended to Article IX, Class-Size of the Collective Bargaining Agreement.

No arbitration(s) will be undertaken regarding Article IX, Class-Size, until any unresolved grievance(s) arising out of interpretation or implementation of Article IX has been presented to the Teachers Association of Lancaster Consultation Committee for an opinion or suggested resolution.

2. As soon as possible and in any event not later than ten (10) working days after the District received written notice of the Association's desire to arbitrate, the parties shall agree upon an arbitrator from the current triple A list.

3. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the Grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other.

4. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor shall he/she consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition or detracting) of the written terms of the Agreement. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his/her opinion such decision or award is fair or equitable.

No decision rendered by the arbitrator shall be retroactive beyond the beginning of the fifteen (15) day period specified in Level I of the grievance procedure set forth in Article VI or the occurrence of the grievance, whichever is the more recent. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

5. The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute.
6. All fees and expenses of the arbitration shall be shared equally by the parties. Each party shall bear the expense of the presentation of its own case.
7. The arbitrator may hear and determine only one (1) Grievance at a time unless the District expressly agrees otherwise.
8. If any question arises as to arbitrability of the grievance, such question will be ruled upon by the arbitrator prior to hearing the merits of the grievance.

ARTICLE VIII

PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

1. Agency Fee (Fair Share)

- 1.1. Any unit member who is a member of the TAL, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Any unit member who is a member of the Association or becomes a member shall maintain such membership for the duration of this Agreement.
- 1.2. Unit members shall commit to membership, charitable fee status, or agency fee status by September 30. Any unit member who is not a member of the TAL, CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 1.1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 1.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in Section 1.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 1.3. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support TAL, CTA/NEA as a condition of employment except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:
 - a. Foundation to Assist California Teachers
 - b. United Way
 - c. American Heart Association
 - d. American Cancer Society
 - e. Lancaster Education Foundation
- 1.4. The unit member shall have deducted in the same manner as required for payment of membership dues a service fee. The written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting

employee organizations, pursuant to Section 1.3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 1 and 2 above. Verification of payment shall be provided to the Association on a tenthly basis, except in the case of the Lancaster Education Foundation, which verification shall be made twelfthly.

- 1.5. With respect to all sums deducted by the District pursuant to section 1.1 and 1.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 1.6. The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 1.1 of this Article.
- 1.7. Unit members paying either their Association dues or a Fair Share Fee by cash directly to the Association, shall have their cash dues or fees paid by October 1st, of each subsequent year after initial enrollment.
- 1.8. Upon appropriate written authorization from the unit member, the District shall deduct from the salary of that unit member and make appropriate remittance for credit union, savings bonds, charitable donations, or any other plans or programs designated by the unit member. Annuities will be designated by the individual unit member, provided such annuities meet all legal requirements. Approved Credit Union deductions are to include but not be limited to the following:
 - a. First Financial Federal Credit Union
 - b. Antelope Valley Schools Federal Credit Union
 - c. California Teachers Association Credit Union
- 1.9. If any such dues, assessments, or fees are deducted by the District, from the pay of any employee and turned over to the Association and the employee does not owe the same, the Association shall refund the same to the employee and the District shall not be liable for any refund.
- 1.10. The Association agrees to indemnify and hold harmless the District, its officers, agents, and employees against any and all reasonable costs, and attorney's fees, (Civil Code section 2778) and against any and all losses, damages and liabilities because of any claim, civil or other action by a third party, including a claim or action challenging the legality of the provisions of this Article, arising out of or in connection with the administration and implementation of these provisions. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to shall be compromised, resisted, defended, tried, or appealed. Any clerical errors will be corrected by the party making the error, with the provision that, if any such dues are deducted from the pay of any unit member and remitted to the Association, the District shall not be liable for any refund. The Association agrees to furnish any information needed by the District to fulfill these provisions.

ARTICLE IX

CLASS SIZE

1. The District shall make a good faith effort to meet the following pupil-teacher ratio goals, subject to possible constraints such as staff availability and qualifications, plant and classroom limitations, student transportation problems, avoidance of double sessions, special pupil needs such as concentrations of educationally disadvantaged students, and innovations in methods and programs. (For excessive enrollment see 4.0 in this article.)

1.1. Elementary: (Grades K-3): No class size exceeding thirty-two (32).

1.2. Elementary: (Grades 4-6) No class exceeding thirty-five (35).

1.3. Middle School: No class exceeding thirty-five (35). Not to exceed 210 student contacts per day.

1.4. Special Education Classes: Maximums per class are as follows:

1.4.1. Resource: (Grades K–8) No caseload exceeding 28

1.4.2. Special Day Severely Handicapped:

<u>Preschool</u>	8 – morning	8 – afternoon
<u>K-5/K-6</u>	12	
<u>6-8/7-8</u>	14	

1.4.3. Severely Handicapped Level I (Linda Verde Center):

<u>Preschool – 8th</u>	10
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1.4.4. Special Day Class Learning Handicapped:

<u>Preschool</u>	8 – morning	8 – afternoon
<u>K-5/K-6</u>	12	
<u>6-8/7-8</u>	14	

1.4.5. Speech and Language: 65

In addition, each site will be assigned a 6 hour speech-language pathology assistant or speech-language para-educator as follows:

<u>Elementary</u>	<u>Middle Schools</u>
3 days of assistance per week	2 days of assistance per week

The District speech/language personnel agree to continue to develop and maintain effective case management practices. The District is committed to assist speech/language pathologists in maintaining manageable caseloads. Upon exceeding caseload sizes, the speech/language pathologist(s) and Speech/Language Program Chair shall confer with the Director or Coordinator of Student Services regarding alternative methods of caseload management.

- 1.4.6. Adapted Physical Education: 50
- 1.4.7. Orientation and Mobility: 18
- 1.4.8. Vision: 15 (no more than 5 Braille students)
- 1.4.9. Orthopedic Impairment:

Consultation and Direct Service
50 40

1.4.10. Home Hospital: No more than 25, 50-60 minute sessions per week

- 1.5. Physical Education Middle School: (Grades 6-8) Upon exceeding 330 student contacts and not to exceed 55 in any period in a six (6) period day, the site administrator and the P. E. teachers will review the class sizes and mutually agree to equalize class distribution. A good faith effort will be made to equalize all classes within ten (10) students.
 - 1.6. Excluded from the above computations are classes in instrumental or vocal music, distance learning classes, or situations in which two or more individual classes are assembled together for special instructional purposes, modular or team teaching situations, any other similar situations, and also any class for which the teacher or faculty involved so requests in writing.
2. All partnered kindergarten teachers will provide and receive 90 minutes of direct student services to and from their partner daily. All unpartnered kindergarten teachers will be provided a 90 minute para-educator to provide direct services to students.
- 2.1. During unpartnered time, an unpartnered kindergarten teacher will provide 90 minutes per day of direct student services to a K-1 combination classroom. In the event there is no K-1 combination classroom, with the mutual agreement of the administrator and the grade level team, the unpartnered kindergarten teacher will provide 90 minutes daily from the following:
 - a. support the school's intervention programs with direct student services
 - b. provide direct student services in another classroom
3. All K-1 combination classes will be provided with a 90-minute para-educator for direct student services if no other certificated partner has been provided.
4. Excessive Enrollment
- 4.1. A para-educator will be allocated on a formula basis beginning with the second school month. The decision to employ shall be made by the building principal following the consultation with the teacher affected if the excessive enrollment continues for more than ten school days or an alternate solution has not been agreed upon.
 - 4.2. Para-educators will be requisitioned by the building principal, should an alternate solution not be agreed upon, through the Human Resources Division according to the following criteria:

Kindergarten	33 or more	2 hours
Grades 1-3	33-35 pupils 36 or more pupils	3 hours 6 hours
Grades 4-6 (Elementary)	36-38 pupils 39 or more pupils	3 hours 6 hours
Grades 6-8 (Middle)	36-38 pupils 39 or more pupils	One (1) aide per period One (1) aide remains and \$5 per child over 39 per period

The para-educator must be assigned for the classroom and shall not be working in an IEP assigned position in that classroom.

- 4.3. The District will attempt placement of mainstreamed students in regular classes on an equitable basis. Placement considerations will include, but not be limited to, track loads, regular class loads, IEP requirements, and amount of class time each student is main-streamed. Roll sheets of the receiving regular teacher will reflect mainstreamed student's name and amount of class time to be mainstreamed.
- 4.4. Special Education classes that reach the following caseloads will have access to additional three-hour aide assistance as provided below. Students who have a one-to-one aide pursuant to an IEP for their full scheduled school day shall not be counted. For the purpose of computing entitlement to additional aide time, three consultation students will be counted as one additional student. A maximum of three consultation students in a class shall be counted for the purpose of determining class size under this section. District will promptly resolve any need for additional resources caused by that increase in caseload. Overload aide assistance shall not exceed nine hours per class:

S.H. Day Classes:		K-5/K-6	6-8/7-8
	Contract Maximum Class-size:	12	14
	First Additional 3 hour aide:	15	16
	Second Additional 3 hour aide:	18	18
L.H. Day Classes:		K-5/K-6	6-8/7-8
	Contract Maximum Class-size:	12	14
	First Additional 3 hour aide:	16	18
	Second Additional 3 hr. aide:	19	22
Trad. RSP:		K-8	
	Contract Maximum Case load:	28	
	First Additional 3 hour aide:	31	
	Second Additional 3 hr. aide:	36	

4.5. Special Day Class Size

- 4.5.1. Whenever the enrollment of a student causes any Special Day Class to exceed the above stated class size for more than ten (10) working days, the Special Day Class teacher will receive five dollars (\$5.00) per day for each student enrolled exceeding the above stated class size to be paid bi-annually in December and June.
- 4.5.2. No class will exceed 2 additional students for each K-5/K-6 class and 3 additional students for each 6-8/7-8 class.

ARTICLE X
HOURS OF WORK

1. The District and the Association recognize the varying nature of a teacher's day-to-day professional responsibilities.
2. All unit members (Pre K-8) must be on duty at least twenty (20) minutes before the beginning of the class session unless there is a pre-arranged parent meeting (SST, IEP, etc.). In the event of inclement weather, teachers are required to report thirty (30) minutes before the beginning of class session. No assigned student supervision duties will be required for the twenty (20) minutes before the beginning of class sessions. Teachers shall remain on duty for a reasonable length of time after the close of the students' regular school day to ensure the safe and orderly dismissal of all students. In the event of unsafe conditions, canceled recesses or breaks due to unusual circumstances, teachers will provide supervision as necessary.
3. Instructional time, unless modified by the procedure set forth in Section 3.2, shall be:

Early Childhood Education (ECE) 360 minutes per day with 60 minute lunch/break time

Kindergarten	200 minutes per day which includes a 10-minute break Beginning 2011-2012 school year, kindergarten teachers will teach a morning and afternoon session of 200 minutes each with a 40 minute lunch.
1-3	305 minutes per day with a 50-minute lunch and one 15-minute a.m. recess and one 10-minute p.m. recess
4-6 (Elementary)	320 minutes per day with a 45-minute lunch and one 15-minute break
6-8 (Middle)	329 minutes per day with a 40-minute lunch

In the event that the district implements full day kindergarten, kindergarten will follow the first grade schedule.

Middle School unit members (6-8) will have one less staff meeting per month and one additional day (non accumulative) of personal necessity to be prearranged with and approved by the school administrator no less than ten (10) school days ahead of time.

- 3.1. Every reasonable effort will be made to provide each unit member with a break each day.

3.2. The inclement weather plan must be reviewed and mutually agreed upon by the staff and administrator at the start of each school term. Under no circumstances shall the lunch period be less than 30 minutes.

4. Every teacher shall be entitled to one (1) duty-free uninterrupted lunch period each day, which shall be the same length of time as the student lunch period.
5. In addition to assigned classroom teaching duties, teachers shall perform, as reasonably required, their own instructional day duties, many of which may occur outside of scheduled class hours and outside of regular school session hours. Such duties may include, but are not limited to, planning and selecting and preparing materials for instruction; receiving and evaluating work of pupils; conferring and counseling with pupils, parents, staff and administrators; keeping records; supervising pupils; supervising and providing leadership of pupil organizations and activities as assigned; attending faculty, departmental and grade level meetings; serving on committees providing advice and service to the District; participating in approved professional activities relating to the teaching assignment; studying current literature to keep abreast of developments within the subject matter taught by the teacher; participating in approved staff development programs; and assuming responsibility for the proper use and control of District property, materials, supplies and equipment.
6. In assigning the duties set forth in the preceding paragraph, administrators shall make a reasonable effort to see that the hours of work involved are equitably distributed among the staff with volunteers sought prior to mandating an assignment, and that reasonable advance notice of scheduling is provided. In assigning the above duties and hours, administrators shall act in a reasonable manner, and not in an arbitrary, capricious or vindictive manner.
7. Preparation Period - With respect to middle/intermediate school full-time teachers, the District shall continue its present practice of permitting scheduled preparation periods when and as mutually agreed upon by respective staffs at each school and the respective site administrator.
 - 7.1. The provision of Section 7.0, Preparation Period, is not arbitrable under Article VII, Arbitration.
8. The following time schedule shall be followed on minimum days, except in emergency situations.

Grades 1 – 6 (Elementary)	Instructional Time	210 minutes
	Recess	15 minutes
	Lunch	30 minutes
	Total	255 minutes
Grades 6 - 8 (Middle)	Instructional Time	233 minutes
	Lunch	33 minutes
	Total	266 minutes (excluding passing periods)

9. SH Teacher Supervision and Duties

- 9.1. All SH teachers are to arrange appropriate supervision or supervise, to the extent required by the student population they serve including coverage for breakfast, lunch and breaks.
- 9.2. All SH teachers are responsible to learn and perform whatever necessary feeding, toileting or medical procedures that may be required for individual students.

10. The parties agree that it is desirable to avoid overlap of kindergarten classes.

- 10.1. The District agrees to use its best efforts to schedule kindergarten classes in such a manner as to minimize overlap. In attempting to minimize the overlap of kindergarten classes, the District and the kindergarten teachers will explore alternatives which may include earlier starting times for kindergarten classes; daily use of non-kindergarten classrooms for approximately 40 minutes; revised transportation schedules; and any other resolution which is agreeable to the parties. The kindergarten teachers in each school shall meet with their building principal within ten (10) working days to arrive at a solution to the overlap problem of kindergarten classes. Each site principal shall submit the solution to the superintendent. The superintendent shall submit a report to the Association describing the activities that were undertaken at each school to reduce or eliminate the overlapping condition.

11. Site administrators shall make every reasonable effort to maintain a one (1) hour limit on faculty, grade level and/or department meetings.

12. The parties agree that Back to School and Open House are required evening meetings. These two meetings shall not exceed 1 1/2 hours per event.

13. SEVERELY HANDICAPPED EXTENDED YEAR
(The student day is for 4 hours and 20 minutes.)

- 13.1. Teachers will teach an extended school year “professional day” and will receive 5/6ths of their daily rate of pay.
- 13.2. Teachers will need to take lunch with their students, and to take a 15-minute break sometime mid-morning to be mutually agreed upon with their para-educators to assure each person gets their necessary break.

ARTICLE XI

WORK DAYS

1. Traditional Certificated Staff - All returning unit members will work a 182 working day calendar. New teachers will work 183 days.
2. The daily rate of pay shall be calculated by the formula:
$$\frac{\text{Current Year Salary}}{\text{Working Days}} = \text{Daily rate of pay}$$
3. Any unit member(s) agreeing to work on extended contract beyond that in Section 1.0 shall be paid his/her daily rate of pay for workdays in addition to the calendar workdays for any school year.
4. Unit members shall not be required to attend school when schools are closed due to inclement weather.
5. If inclement weather requires school closing below 180 instructional days, days lost will be made up to fulfill the state requirement. Unit members will not be required to make up any inclement weather days that the state has waived as student instructional days. Any situation for any individual or district-wide school closure that requires a state waiver will be applied for as it is deemed necessary.
6. All sites shall have in place a plan for release of staff in the event of an emergency or disaster. This plan will be updated annually.
7. Special Education Itinerant teachers (OI, VI, O & M, APE, EARLY START Service Coordinator) will work a 182 day flexible calendar year with extra days as mutually agreed upon by the teacher and the Director of Student Services with a separate salary schedule which accounts for their longer work day (six hours thirty five minutes with forty five minute lunch).
8. The following teachers on special assignment (BTSA Facilitator, PAR Consulting Teacher, and the Reading Content Specialist) will work a 182 day flexible calendar year with a separate salary schedule which accounts for their longer work day (seven hours with one hour lunch).

ARTICLE XII

PROCEDURAL GUIDELINES FOR THE EVALUATION OF THE INSTRUCTIONAL STAFF

1. The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the following procedural requirements. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or District, nor shall it contest the judgment of the evaluator; any grievances shall be limited to a claim that the following procedures have been violated.
 - 1.1. Evaluations shall be processed in compliance with the stated "Guidelines for the Implementation of the Evaluation of Instruction," and meet all legal and District calendar dates as they relate to staff evaluation. (See Appendix B).
 - 1.2. Probationary employees will be evaluated annually.
 - 1.3. Permanent employees will be evaluated at a minimum of once every two (2) years. With the completion of 10 years of consecutive satisfactory certificated evaluations, and with the mutual agreement of the site administrator and the teacher, the permanent teacher may be evaluated every five (5) years.
 - 1.4. A discussion of strategies, procedures, and techniques for reaching the standards of performance will take place between evaluator and evaluatee.
 - 1.5. A calendar for observations and conferences will be established.
 - 1.6. Conferences will be held following each observation. Such observations will be reduced to writing on District observation forms.
 - 1.7. A completed copy of the Classroom Observation Conference form will be given to the employee at the conclusion of the post-observation conference.
 - 1.8. Follow-up Observations will be documented and receipted by the employee and copies given to him/her.
 - 1.9. During the conference, the degree of attainment for the standards of performance previously agreed to between the evaluator and evaluatee will be determined.
 - 1.10. A completed copy of the "Final Evaluation - Standards of Performance" will be given to the employee at the completion of the final evaluative conference.
2. Teachers who are tenured in the Lancaster School District who have received a satisfactory or better evaluation may mutually agree with their evaluator to an alternative form of evaluation, provided that such alternative evaluation is consistent with state law and board policy. No teacher shall be required to participate in the alternative evaluation process. If the process cannot be completed to the mutual satisfaction of the parties, the regular evaluation process shall be used where timelines permit. Where timelines do not permit, the regular evaluation process shall be used in the subsequent year.

ARTICLE XIII

PERSONNEL FILES

1. Materials in personnel files (employee files maintained at the district office in Human Resource Services) of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, or (2) were prepared by identifiable examination committee members.
2. Employees may inspect these materials upon request provided that the request is made at a time when such person is not actually required to render services to the District. A representative of the Association, upon specific written approval of the teacher, shall be permitted to examine and/or obtain copies of materials in such teacher's personnel file and at no expense to the District.
3. Information of a derogatory nature, except the confidential materials mentioned in the first paragraph, will not be entered or filed in the personnel file of an employee unless and until the employee is given written notice and an opportunity to review and comment on it. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments. This review of derogatory materials will take place during normal business hours of the District.
4. The person or persons who draft and/or place materials in a teacher's personnel file shall sign the material and signify the date on which such materials were drafted and/or placed in the file. All materials placed in a teacher's personnel file must have a basis in fact. The Board of Trustees shall not base any dismissal action against a teacher upon materials which are not contained in such teacher's personnel file.
5. Access to personnel files shall be limited to the members of the District Administration on a need-to-know basis and confidential employees of the Human Resources Office. Board of Trustee members may request a review of a teacher's file at a personnel session of the entire Board of Trustees. The contents of all personnel files shall be kept in the strictest confidence.

ARTICLE XIV

RIGHTS OF TEACHERS

1. The Board recognizes that the success of any organization depends on the cooperation of its members. The growth and progress of the school district depends on the whole-hearted zeal of the staff.
2. The personal life of a teacher is not the appropriate concern of the Board of Trustees except where the teacher's personal life directly prevents the teacher from performing his/her assigned functions during the working day as determined by his/her immediate supervisor.
3. Controversial issues shall be handled at the appropriate level as determined by the teacher and his/her supervisor, and presentations regarding controversial issues shall take place under the guidance of the immediate supervisor.
4. Teachers shall be entitled to academic freedom and full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of a teacher, providing said activities do not violate any local, state, or federal law.
5. The Board acknowledges the fundamental need to protect teachers from censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions if procedures have been followed.
6. No teacher shall be asked/required by any member of management to keep anecdotal records on any other teacher. Any instructional coach, TSA, BTSA or other support personnel are not to volunteer information that could be used in a performance evaluation to a principal on their direct or indirect observation of teachers in the performance of their duties. Principal being presented with volunteered information by said individuals are to immediately inform them that it is a violation of their guidelines to report on any teacher.
7. The District agrees that it shall make every reasonable effort to inform unit member(s) of the express purpose for any/all meetings requested between member(s) of management and the unit member(s).
8. The Association agrees that the unit member(s) shall make every reasonable effort to inform the management member(s) of the express purpose for meeting(s) requested between the unit member(s) and the management member(s).
9. All Level One school site files are to be purged at the end of the school year. If not, an exit conference shall be held to inform the teacher of the carry over.

All Level Two school site files are to be purged at the completion of a successful evaluation cycle.

Definitions:

Cycle: Period of time between formal evaluations

Year end: Last day of the school year.

Level one: Contract or work related items that do not have direct effect on the classroom.

Level two: Concerns that directly pertain to classroom management and instruction.

Agreed upon 11/29/06. Revisit 6/30/07

ARTICLE XV

SAFETY CONDITIONS OF EMPLOYMENT

1. The Board recognizes that in providing the educational program of this District, it assumes the responsibility for the safety of District teachers while they are on and in the facilities provided in furtherance of this program.
 - 1.1. A uniform system of safe entry to campuses after hours will be implemented, including access to telephones and restrooms for unit members working after regular work hours.

SCHOOL DAYS: 6 a.m. – 6:00 p.m.
NON-SCHOOL DAYS: No access permitted
2. The Board shall provide, publish and post rules for safety and the prevention of accidents, provide protective devices where they are required for the safety of employees, provide suitable and safe equipment where such equipment is necessary for the conduct of the educational program and the operation of the schools.
3. The superintendent shall be responsible for the promulgation of safety rules of all teachers concerned, and appoint a District safety officer to oversee the conditions of the District facilities. A teacher will always serve on the District Safety Committee.
4. Whenever any unit member is attacked, assaulted, or menaced, by any pupil, it shall be the duty of such unit member, and the duty of any person under whose direction or supervision such unit member is employed by the District who has knowledge of such incident, to promptly report the same to the appropriate law enforcement authorities. Unit members shall also immediately report each such incident suffered by them in connection with their employment to their principal or other immediate supervisor. The principal or other immediate supervisor shall be responsible for providing prompt notification of such incident to all current and/or subsequent unit members who have direct supervision responsibilities of that student.
 - 4.1. For each such incident, the designated District form shall be filled out and kept on file at the school site with a copy given to the unit member.
5. The District agrees that it shall maintain a Comprehensive Liability Insurance Policy. Such policy shall provide coverage for each occurrence against personal liability for damage resulting in death of a person, injury to a person or damage or loss of property which occurs while the teacher is acting within the scope of his/her employment.
6. As used in this Article, "within the scope of his/her employment," shall include any District-sponsored activities (such as a field trip).
7. Any unit member, during the performance of his/her duties, may exert a reasonable amount of physical control necessary to protect the health and safety of students and staff. Law enforcement assistance will be requested by the site administrator, or designee, when necessary to protect unit members.

8. Unit members shall immediately report cases of insults and abuses (Education Code 44811 and 44812) and willful interference with classroom conduct (Education Code 44810) suffered by them in connection with their employment to their principal or other immediate supervisor.
 - 8.1. For each such incident, the designated District form shall be filled out and kept on file at the school site with a copy given to the unit member.
9. Teachers shall be notified (as per Education Code 49079) of the disciplinary background of students being placed in their classes. A list of suspended and expelled students will be on file in the office for teacher notice and review.
 - 9.1. The Education Code requires that the teaching staff be informed if any of their students have a history of committing acts of the type described in Education Code 48900 (i.e. offenses justifying suspension or expulsion). The school maintains a summary of students with a history of such disciplinary problems in the office of the Principal which is available for review by teaching staff. Information contained in this summary is confidential and provided solely for the benefit of teaching staff. Further dissemination is prohibited.

ARTICLE XVI

TRANSFER AND REASSIGNMENT

1. DEFINITION OF TERMS

- 1.1. VACANCY: A certificated position which the District has determined is to be filled by a temporary, probationary, or permanent unit member. A vacancy exists after all reassignments have been made within each school.
- 1.2. REASSIGNMENT: A change of grade level and/or subject matter (academic discipline within each school).
- 1.3. TRANSFER: Moving from one school to another school at which the teacher is certificated to serve.
- 1.4. TITLE II PLAN LANGUAGE: It is the goal of TAL and the Lancaster School District in accordance with the Title II Plan that each school be staffed equitably based on years of teaching experience. A good faith effort will be made to staff each new school with twenty-five per cent (25%) of their teachers at each of the following experience levels: 1-5 years experience, 6-9 years experience, 10-19 years experience, 20+ years experience. Should any category be insufficient in a year, the others will be equitably divided.
- 1.5. The District shall have the sole authority to determine when and where an opening exists within the bargaining unit.
- 1.6. For the purposes of this Article, a working day for posting positions shall be defined as a day when the District Office is open.

2. NOTIFICATION OF VACANCIES

- 2.1. All open positions at a site will be posted at the site first for five days unless all teachers have been contacted. The position will be filled according to the criteria listed in 4.0 of this article
- 2.2. All certificated vacancies will be posted on the District Website, www.lanccd.org. There will be no other posting locations. Unit members wishing to transfer will still be required to notify Human Resources Services, in writing, prior to the close of the posting.
- 2.3. All announcements of certificated vacancies shall include the position title, location, grade level and/or subject matter assignment, credential requirements, program based qualifications determined by principal with staff input, closing date of application, and the date the vacancy is proposed to be filled.
- 2.4. No final decision to fill any certificated vacancy shall be made until after the closing date of application on the notice of vacancy.

3. NON-BARGAINING UNIT POSITION

- 3.1. Vacancies in non-bargaining unit positions will be posted by the District. Time of posting shall conform to the appropriate bargaining agreement or policy.

4. CRITERIA FOR GRANTING TRANSFER REQUESTS

The Superintendent or designee shall have the power to transfer unit members from one school site to another school site subject only to the limitations set forth in this Article. Openings occurring on or after the 30th working day of the school year shall be filled according to the terms of this contract. Actual assignments, however, will take place at the start of the following school year.

Beginning with the 2009-2010 school year based on Education Code 35036, principals at a Decile I, II, or III school, have the authority to refuse to accept the transfer of a teacher to their school

Initial transfer decisions within the school calendar year are to be based upon the following criteria:

- 4.1. Credential required.
- 4.2. The number of years teaching experience to be consistent with the Title II Plan.
- 4.3. Qualifications of the unit member considering past performance and experience.
- 4.4. The recommendation of the administrator where the vacancy exists should be one of the criteria but not the sole criteria.
- 4.5. Teachers working under a CSP (Certificated Support Plan) will not be considered for transfer unless such transfer is specifically approved by the Assistant Superintendent, Human Resources. This paragraph may be reopened, upon a request by either party during annual re-opener negotiations.
- 4.6. Teachers In addition to the criteria specified in Sections 4.1 through 4.4 above, the District may decide the transfer request of a teacher who has never achieved a preliminary or clear basic credential or a teacher who has never been tenured.
- 4.7. All criteria being equal and the consistency of the Title II Plan being met, length of service rendered to the District shall be the deciding factor.
- 4.8. If a unit member's request for transfer is denied, and the unit member so requests, a written statement of reasons shall be provided within ten (10) working days.

5. TRANSFER REQUESTS

- 5.1. A unit member's request for transfer shall be submitted on the appropriate District form available in either the office of the site administrator, Human Resources Office, or the District's website.
- 5.2. The transfer request form shall be filed with the Human Resources Office.

5.3. All transfer requests submitted to the Human Resources Office by the closing date contained in the notice of vacancy, shall be considered for that opening.

5.3.1. Once a transfer is accepted by the unit member, it shall be deemed non- revocable. Upon acceptance, the teacher shall now be considered part of the staff of the receiving school with all such privileges.

5.4. Unit members may file a request for a specific transfer (i.e., grade level, school site) in the Human Resources Office each year for vacancies occurring during the current school year until the 30th school day has been completed.

5.4.1. No bargaining unit member shall participate in the interview process.

5.4.2. If the District determines to interview for a particular position, all unit members who have a transfer request on file for that position shall be invited to participate in the interview process.

5.5. Probationary and temporary teachers will not be considered for a transfer prior to the completion of probation unless their request is approved by the Assistant Superintendent, Human Resources. Second year probationary teachers with an evaluation rating of satisfactory or better may seek to be considered for a "transfer in reserve." This paragraph may be reopened upon a request by either party during annual reopener negotiations.

6. Open positions may be filled by new personnel at any time a transfer request is not being considered for that particular position.

6.1. New employees will not be assigned to a specific grade level unless there are no transfer requests on file or if those requests on file have been denied under the criteria and procedure outlined under 4.0 and 5.0 of this article.

7. ADMINISTRATIVE TRANSFERS

Administrative transfers of unit members will be made only after discussion with the unit member and based upon the needs of the District. Every reasonable attempt will be made to arrive at a mutual agreement.

If the unit member so requests, a conference shall be held with the superintendent or designee(s) and the unit member or designee(s) to discuss the transfer.

7.1. Administrative transfers shall not be arbitrary or capricious.

7.2. Upon request, a written statement of the reasons for the transfer shall be given to the unit member within ten (10) working days.

8. Moving of Materials: Upon request, a transferred unit member shall receive District assistance in moving personal materials to the new work location.

9. A unit member being transferred to a different school site after the beginning of the student instructional year shall be provided with two (2) days of release time for the purpose of relocating, planning, and preparation. A unit member being reassigned to

another room or grade at their present school site during the instructional year shall be provided with one (1) day release time to move.

10. REASSIGNMENT REQUESTS

10.1. Unit members wishing to be reassigned to a different grade level or subject matter shall notify their principal of their interest by using the appropriate District form.

In the case of a vacancy, the opening shall be filled according to the criteria listed in Sections 10.2.1 through 10.2.6. Grade assignments are made at the discretion of the principal, based on these same criteria.

10.2. All reassignments to be based upon the following criteria:

10.2.1. Credential required.

10.2.2. The number of years of teaching experience, to be consistent with the Title II Plan.

10.2.3. Qualification of unit member considering past performance and experience.

10.2.4. The concurrence of the administrator should be one of the criteria but not the sole criteria.

10.2.5. Program-based qualifications determined by the principal with staff input.

10.2.6. All criteria being equal with the Title II Plan being met, length of service rendered to the District shall be the deciding factor.

10.2.7. If the unit member's reassignment request is denied, upon request, the unit member shall be provided a written statement of the reasons for the denial within ten (10) working days.

10.3. When a new school is opened the TAL president or designee and the Assistant Superintendent, HRS, or designee will meet to determine the final staffing based on the consistency of the Title II Plan.

11. ADMINISTRATIVE REASSIGNMENTS

11.1. Prior to any administrative reassignment, the unit member shall be given as much advance notice as reasonably possible. During the school year, reasonable effort shall be made to give the unit member at least five (5) working days' notice of the proper reassignment.

11.2. Upon request of the unit member, a written statement of the reasons for the reassignment shall be given to the unit member within ten (10) working days.

11.3. Unit members reassigned during the school year shall be allowed no less than one (1) day of released time for the purpose of preparation and orientation.

Upon request, the unit member shall receive assistance in moving personal materials.

11.4. An attempt will be made to assure that administrative reassignments will be within two (2) grade levels above or below the current grade level assignment, and will not occur more often than once in three (3) school years.

11.5. Administrative reassignments shall not be arbitrary or capricious.

12. REASSIGNMENT OF DISPLACED TEACHERS

12.1. Displaced teachers are those who are presently assigned to a school but because of declining enrollment, consequently lowering the allocation are determined to be "surplus".

12.2. Displaced teachers are those with the least District-wide seniority.

12.3. Displaced teachers are to be reassigned before teachers returning from leave of absence.

12.4. Displaced teachers who are reassigned to another school site during the school year shall have first priority should a position become available at the original school site. This option is only available if the unit member fills out the appropriate transfer request.

13. Displaced teachers and teachers returning from leave of absence shall be assigned in accordance with Sections 12.3 and 12.4 of this article. Following assignment of such unit members, employment may be offered to outside candidates.

14. Transfer requests will be processed after all displaced teachers and teachers returning from leave of absence have been assigned.

15. DISLODGEMENT AND DISPLACEMENT OF CERTIFICATED STAFF

15.1. The District will determine the number of teachers to be displaced from each school and will communicate this number to site administrators.

15.2. Teachers at each site will be notified of the number of teachers who will be displaced from their school. Teachers may volunteer to be displaced off their site, but the District makes no promises or guarantees of specific school sites or grade levels for placement.

15.2.1. At the middle school level, in addition to indicating the number of teachers to be displaced at the site, the principal will also indicate the subject area and credentials required for displacement; i.e. Multiple Subjects, English, Math, etc.

15.3. Should no teacher volunteer to be displaced, the teacher with the least site seniority will be dislodged from the grade level(s) being reduced. If the dislodged teacher is the teacher with the least district seniority at that site, he/she will be displaced. Otherwise, the dislodged teacher will take the

teaching assignment of the teacher with the least district seniority at that site. The teacher with the least district seniority at that site will be displaced.

15.3.1. At the middle school level, the displaced teacher will be the teacher with the least district seniority at the site in the subject area being reduced.

15.4. Displaced teachers who are reassigned to another school site during the school year shall have first priority should a position become available at the original school site. This option is only available if the unit member fills out the appropriate transfer request. This option is not available to teachers who volunteer to be displaced.

16. DISPLACEMENT OF TEACHERS ON SPECIAL ASSIGNMENT

The Lancaster School District and the Teachers Association of Lancaster agree to the following procedure for the return to classrooms of Teachers on Special Assignment (TSAs) who are displaced.

Any TSA whose position was only open to teachers at that site remains a member of that site staff and would not be affected by this displacement language.

Each District TSA may choose either their current site of assignment, or the site where they were assigned at the time they were hired as a TSA, for purposes of transfer to open positions within those sites. TSAs will be considered current staff on their chosen site for purposes of such transfers. Years considered for site seniority will include only those years that the TSA was on the chosen site.

It is further agreed that any TSA not making a choice by May 10 will be considered part of the district pool of displaced teachers, and all years of district seniority will be considered in transfer requests to open positions at any site in the district.

Only open positions will be considered for TSA transfers. No employee may be dislodged from their position in order for a TSA to transfer to their site of choice.

(TSAs who choose site seniority options will still have transfer rights for future open positions at other sites within the district as specified in the contract, and Article XVI, Section 12.4 will apply to their chosen site.)

17. GENERAL PROVISIONS

17.1. Upon request, the Human Resources Office will provide the Association with a list of unit members on leave of absence.

17.2. Upon request, the Human Resources Office will provide the Association with a list of unit member transfers and/or reassignments that have occurred during the preceding year.

17.3. Each unit member shall receive written notice of his/her tentative grade level and/or subject matter assignment (s) no later than one (1) week prior to the close of the instructional year.

- 17.3.1. It is understood that any notification delivered by this date is subject to change caused by resignations, leaves, and variations in student enrollment.
- 17.4. If changes in the tentative teaching assignments or work locations for the following school year become necessary during the off track time, the unit member affected shall be notified as soon as possible by telephone or mail addressed to the unit member's last known mailing address.
- 17.5. Should the implementation of the provisions of this Article cause a chain reaction as a result of transfers or reassignments during the instructional year, the parties agree to waive the provisions of this Article only during the student instructional year. After making the first transfer and/or reassignment and after posting the position which results from the first transfer and/or reassignment, the District shall be allowed to fill the second position from applicants outside the District if the District determines it would be detrimental to the District's educational program to make a second internal transfer or reassignment.

ARTICLE XVII

PHYSICAL EXAMINATIONS

1. Examinations for tuberculosis will be required every four (4) years.
2. Except as provided in Section 1.0, physical examinations shall be required of a teacher only in the event that the teacher's job performance is impaired. Such examination shall be performed by a physician from a list of physicians maintained by the Human Resources Office. This does not preclude a teacher from choosing, at his/her own expense, another physician whose report shall be entered in conjunction with the report of the District physician.
3. Mental examinations shall be in accordance with Education Code Section 44942.

ARTICLE XVIII
TEACHER TRAVEL

1. Teachers who may be requested to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the established District rate per mile for all driving done after arrival at the first location at the beginning of their work day.
2. Teachers shall be advised that they should not convey students in private automobiles when involved in school activities. However, teachers who are authorized by the Board may use their automobiles for school business and shall receive the benefits in Section 1.0.
3. Travel assignments shall be made to meet the educational needs of the District and not for disciplinary action.
4. Teachers who are covered by the provisions of this Article shall be entitled to benefits in accord with Article X - Hours of Work.
5. Teachers on regular schedules shall be notified of any changes in their schedules at least one (1) school day prior to the proposed change.

ARTICLE XIX
LEAVE PROVISIONS

1. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

Pursuant to the provisions of Education Code Section 44043 and 44984, a certificated employee shall be provided leave of absence for industrial accident or occupational illness under the following rules and regulations:

- 1.1. The industrial accident or occupational illness must have arisen out of and in the course of employment of the employee, and must be accepted as a bonafide injury or illness arising out of and in the course of employment by the workers compensation insurance fund.
- 1.2. Allowable leave for such industrial accident or occupational illness shall be for the number of days of temporary disability not to exceed sixty (60) working days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.
- 1.3. Allowable leave for industrial accident or occupational illness shall not be accumulated from year to year.
- 1.4. The industrial accident or occupational illness leave under these rules and regulations shall commence on the first day of absence.
- 1.5. When a unit member is absent from his/her duties on account of industrial accident or occupational illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
- 1.6. Industrial accident or occupational illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 1.7. When an industrial accident or occupational illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.
- 1.8. During any paid leave of absence for industrial accident or occupational illness, the employee shall receive the temporary disability indemnity checks entitled due to his/her industrial accident or occupational illness. The District, in turn, shall issue the employee's salary and shall deduct the amount of temporary disability industrial accident checks, normal retirement and other authorized contributions.

- 1.9. Any employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the State.
- 1.10. Upon termination of the industrial accident or occupational illness leave, the unit member shall be entitled to the benefits provided for sick leave (Education Code Sections 44977, 44978, and 44983), and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or occupational illness leave, provided that if the employee continues to receive temporary disability indemnity, the unit member may elect to take as much of the accumulated sick leave which when added to his/her temporary disability indemnity will result in payment of not more than his/her full salary.
- 1.11. These provisions for industrial accident and occupational illness leave shall apply only to unit members whose services are regularly scheduled.

2. ILLNESS, ACCIDENT OR QUARANTINE

- 2.1. Unit members who work on a ten (10) month contract will be allowed one (1) day per month or a total of ten (10) days per year for absence due to illness, accident or quarantine.
- 2.2. Days of leave not used will be accumulated for use by the unit member, if necessary, during succeeding years. A certificated employee may use up to ten (10) days leave, if necessary, even though it may not be accrued.
- 2.3. Sick leave will also be allowed when incapacitated for performance of duties because of injury not sustained while on the job, confinement because of pregnancy, illness resulting from immunizations or vaccinations, and medical, dental, or optical treatment.
- 2.4. When a unit member covered by this Agreement is absent from duties for a period of up to five (5) school months or less because of illness or accident, the unit member shall receive the difference in salary between his/her pay, less the amount paid a substitute at the current per diem rate. Leave of absence for illness or injury under this section will commence after the exhaustion of all days of accrued sick leave benefits under this section. Absence from duty shall require a doctor's verification for each day of absence under this section. Payment for leave of absence under this section will be allowed upon receipt of a physician's or chiropractor's verification, both having a valid license to practice in the State of California, or illness or injury which prevents the employee from resuming his/her duties. Such verification must be furnished to the Human Resources Office at the commencement of each thirty (30) day calendar period.
- 2.5. If the District has reason to believe that the employee is misusing the sick leave provision, after an absence of at least three (3) consecutive days, the District may require doctor's certification, at the unit member's expense, before allowing pay for absence due to illness, accident or quarantine.

- 2.6. Any unit member who has unused leave of absence for illness or accident accumulated in another California school district at the time employed by the Lancaster School District shall be credited in this District with the accumulated days in accordance with the law. All new unit members upon employment will be given the appropriate form to fill out if they have sick leave credit from their prior district. The payroll office will send the necessary documents to the prior district so that the transfer of benefits will be accomplished.
- 2.7. A unit member who teaches in the Summer School session will be allowed one (1) non-accumulative day of sick leave at the established Summer School basic daily rate of pay.

3. BEREAVEMENT LEAVE

- 3.1. In the event of a death in the immediate family, a unit member shall be granted bereavement leave without loss of pay for a period not to exceed three (3) days, or five (5) days if travel is required beyond a radius of 300 miles or out of state.
 - 3.1.1. Immediate family is taken to mean grandparents, parents, children, uncles, aunts, nieces, nephews, brothers, sisters, grandchildren, legal guardian, foster child, of the unit member, spouse or designated domestic partner or any relative of the unit member, spouse or designated domestic partner living in the immediate household.
 - 3.1.2. A statement of domestic partnership must be on file with the Lancaster School District Human Resources Office.

4. PERSONAL LEAVES OF ABSENCE WHEN CALLED FOR REGULAR JURY DUTY OR OTHER OFFICIAL APPEARANCES

- 4.1. Purpose: Judicial and official appearance leave shall be granted for the purpose of regularly called jury duty, appearance as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.
- 4.2. Jury Duty: Members will be provided leave for regularly called jury duty service. The member shall submit a written request for an approved leave of absence as soon as possible after receipt of notice of jury duty. Such requests shall be submitted to the member's immediate supervisor and the Assistant Superintendent, Human Resources. A teacher may request a conference to discuss jury service options.
- 4.3. It is the responsibility of the member to report to work whenever the member is not required to attend jury duty service.
- 4.4. The member shall not volunteer for additional jury duty beyond the normal legal (minimum) requirement.

4.5. The member, while serving jury duty, will receive pay in the amount of the difference between the member's regular earnings and any amount received for jury duty service. During such paid leave of absence, checks received for jury service may be endorsed by the member to the District. The District shall issue the member appropriate salary warrants for payment of the member's salary and shall deduct retirement and other authorized contributions. The District may deduct any amount actually paid to the member for jury service and retained by the member from a subsequent salary warrant.

4.5.1. Employees shall provide the immediate supervisor with proof of court attendance (arrival and departure) before compensation is approved.

4.6. The District reserves the right to request to have any member postponed or excused from jury service in the event said jury service would entail undue hardship on the public served by the member.

4.7. If a unit member is called as a witness in his/her official capacity or to testify in connection with the activity in which the unit member is employed in the District, the witness service is considered official duty.

5. MATERNITY LEAVE OF ABSENCE

5.1. A leave of absence from duty designated as "maternity leave of absence" is hereby established for any unit member of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery.

5.2. The maternity leave of absence shall commence upon the date determined by the employee and her physician. The Superintendent or designee is authorized to require regular updated reports from an employee as to the probable date of the commencement of, and probable duration of the maternity leave of absence.

5.3. The employee is entitled to use the paid sick leave benefits provided by Section 2.0 when she is disabled for medical reasons from performing her duties because of pregnancy, miscarriage, childbirth and recovery. Use of sick leave benefits under these circumstances is restricted to cases of disability for medical reasons and must be verified by medical certification.

5.4. Certification from the attending physician that the employee is able to perform the duties of her position shall be submitted prior to reinstatement.

5.5. Upon written request of the employee for an extension of time, the Board of Trustees, upon recommendation of the Superintendent, and in the best interest of the school district and the employee, may use discretion in granting an extension of time, without compensation, as deemed necessary.

6. MILITARY LEAVE OF ABSENCE

6.1. Every unit member employed by the District in a probationary or permanent position who is required to enter the active military service of the United States or of the State of California, including active service in any uniformed auxiliary

of, or to, any branch of such military service, shall be entitled to and granted a Military Leave of Absence, in accordance with Education Code 44800.

7. PERSONAL NECESSITY LEAVE

- 7.1. A unit member covered by this Agreement is entitled to use sick leave for personal necessity leave at the rate of up to seven (7) days per school year as provided in this article.
- 7.2. Types of Absences: Personal necessity leave is a qualified right of the employee in that it may be used only for verifiable absences of the following reasons:
- 7.2.1. Death of a member of his/her immediate family when the number of days of absence exceeds three (3) or five (5) days if travel is required beyond a radius of 300 miles or out of state. (see note a)
 - 7.2.2. Accidents, not otherwise chargeable to an illness or injury leave, involving his/her person or property, or the person or property of his/her immediate family, and of such an emergency nature as to require the attention of the employee during his/her work day. (see note a)
 - 7.2.3. Appearance in court as a litigant or witness. (see note b)
 - 7.2.4. When a member of an employee's immediate family is afflicted with a contagious disease and requires the care and attendance of the employee, or when, through exposure to contagious disease, the presence at work of the employee would endanger the health of others. (see note a)
 - 7.2.5. Imminent danger to the home of an employee occasioned by a factor such as flood, or fire, serious in nature, and which requires the attention of the employee during his/her work day.
 - 7.2.6. Matters to include those activities or observances where the employee conscientiously believes his/her participation wherein is necessary and requires his/her absence from duty. (see note c)
 - 7.2.7. Acute illness of a member of his/her immediate family requiring professional treatment or hospitalization, and of such an emergency nature as to require the attention of the employee during his/her work day. (see note a)
 - 7.2.8. Observance of a religious holiday.
 - 7.2.9. Other personal reasons requiring absence. (Only five (5) of the seven (7) days non-accumulative leave may be used under this category.)

Note: (a) Immediate Family Definition –“Immediate family is taken to mean grandparents, parents, children, uncles, aunts, nieces, nephews,

brothers, sisters, grandchildren, legal guardian, foster child, of the unit member, spouse or designated domestic partner or any relative of the unit member, spouse or designated domestic partner living in the immediate household.”

A statement of domestic partnership must be on file with the Lancaster School District Human Resources Office.

(b) The employee shall furnish evidence of the court appearance to the department head or principal who shall in turn attach it to the time sheet.

(c) Matters not to include participation in employee work stoppage activities such as strikes, mini-strikes, sick-outs, or employee association activities not authorized in advance by the Board of Trustees which would curtail the normal operation of the District.

7.3. Responsibilities

7.3.1. Absence defined in Section 7.2.6 must be requested and approved by the appropriate leave-approving official in advance of the absence.

7.3.2. Payment for absences shall be made upon certification by the employee's department head or principal that the absence was due to a situation designated as a personal necessity within the meaning of the aforementioned code sections. A form will be provided by Payroll on which the employee will authorize the deduction from his/her sick leave account the days taken for personal necessity, and the form will be attached to the absence report previously submitted by the department head or principal.

8. CATASTROPHIC LEAVE BANK

8.1. The Association and the District agree to maintain the Teachers Association of Lancaster Catastrophic Leave Bank which began January 1, 1992. The Catastrophic Leave Bank shall be implemented in accordance with the terms of Appendix "D".

8.2. The Association agrees to defend and indemnify the District against any grievance or arbitration brought by any certificated employee challenging "Teachers Association of Lancaster's Catastrophic Leave Bank."

8.3. The Association agrees the District's obligation and liability is limited only to the deduction of the unit member's sick leave, adding the leave to the Catastrophic Leave Bank, and supplying the Association with accounting records necessary for the administration of the "Catastrophic Leave Bank."

9. MISCELLANEOUS LEAVE OF ABSENCE

9.1. After having successfully completed three (3) full years of service, any unit member may be granted a leave of absence.

- 9.2. Teachers given leaves of absence under this rule shall sign an agreement that the Board of Trustees will be given written notice no less than thirty (30) days before expiration date of the leave, or before July 1, whichever is earlier, of their intention to return. Failure to notify the Board of Trustees will be considered as notice that the teacher will not return and that the position is vacant. At least ten (10) days before the notice is due, the Superintendent will remind the employee of this obligation by registered letter.
- 9.3. At the time a leave is granted, the teacher will be provided a statement indicating that he/she will be placed in a teaching position as nearly as possible to the one vacated.
- 9.4. A written request for such leave shall be submitted to the Human Resources Office for approval by the Board of Trustees.

10. FAMILY LEAVE ACT

10.1. Family and Medical Care Leave

As required by State and Federal law, the District will provide family and medical care leave for eligible employees. The following provisions set forth unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Family Rights Act ("CFRA") (Government Code Section 12945.2). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.

10.2. Amount of Leave

Eligible members are entitled to a total of 12 weeks of leave during any 12-month period. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement (includes 6-week pregnancy leave).

The 12-month period for calculating leave entitlement will be either a calendar year or a "rolling period" measured backward from the date leave is taken and continuing with each additional leave day taken. The unit member will indicate their choice of either a calendar year or a "rolling period" at the time leave is requested.

10.3. Medical Insurance

The district will continue to pay for health insurance benefits during the leave period.

10.4. 10.4 Required Forms

Members must fill out the following applicable forms in connection with leave under this Article:

- 10.4.1. "Request for Family or Medical Leave Form" prepared by the District to be eligible for leave.

- 10.4.2. Medical certification - either for the member's own serious health condition or for the serious health condition of a child, parent, spouse, or designated domestic partner.

ARTICLE XX

BASIC SALARY

1. The on scale equivalent of 1% will be deposited in the Medigap Fund each year.
2. Anniversary Increment: Beginning with the fifteenth (15th) year of service a \$2000 anniversary increment shall be added to the salary. An additional \$2000 service increment shall be added at the beginning of the twentieth (20th), twenty-fifth (25th), thirtieth (30th) and thirty-fifth (35th) year of service. An additional \$1,234 will be added to the fortieth (40th) year of service in the Lancaster School District.
3. When an elementary teacher needs to be gone for more than one hour and a substitute has been called, but not available, unit members will assist in providing class coverage. This will also include Special Education teachers in self-contained classrooms. Teachers will be compensated in the following manner:

K thru 3rd grade	Full day	\$4.00 per student
	Half day	\$2.00 per student
4th thru 6th grade	Full day	\$5.00 per student
	Half day	\$2.50 per student

4. Inservices presented by unit members for staff development which is not part of the job description and is performed outside the regular work day will be paid at the following rate: (When there is more than one presenter each presenter must attend the entire class and share in the presenting role.)

\$75 per hour	one presenter
\$37.50 per hour each	two presenters
\$25 per hour each	three presenters

5. Extra Work/Extra pay
 - 5.1. Summer Employment: Bargaining unit members employed by the District to work days in addition to their regular school year shall be paid \$35 per hour. This work entails no student load. Unit members shall be informed of these positions by school bulletin.
 - 5.2. Bargaining unit members employed as Independent Study, Home Hospital Teachers, or Tutorial Program Teachers shall be paid \$27.50 per hour.
 - 5.3. Bargaining unit members employed as Home Hospital teachers for students with a Severe (SH) Disability shall be paid \$35 per hour.
 - 5.4. Any middle school unit member who is required by the District to take another unit member's class or assume other assigned duties without an offsetting preparation period shall be compensated at the rate of one-seventh (1/7th) of the daily rate at Column F, Step 1. The District shall attempt to distribute opportunities for such additional assignments equitably to all eligible unit members whose preparation period is scheduled at a time when internal substitutes are required.

Subject to the approval of the District, any employee who accepts an assignment to teach an extra hour/period per day beyond the normal teaching load at the school shall be paid at one-seventh (1/7th) the employee's regular daily rate.

When an elementary teacher needs to be gone for a brief time of less than one hour on an emergency basis, coverage will be provided by fellow teachers and/or the administrator. The teacher receiving the benefit will not be charged, but is expected to assist in providing coverage to other unit members in similar cases of need.

5.5. Severely Handicapped SDC-ED Middle Schools 1/7th

5.6. The purpose is to provide compensation of 1/7th pay due to difficulty scheduling a conference period. This is applicable to Severely Handicapped Special Day Class-ED Middle School teachers only.

5.7. Middle School Prep. Period SH/SED Classes: Considering the small student/teacher ratio with the support of at least two para-educators, no teacher preparation period or compensation will be given.

5.8. Whenever a unit member is requested to attend staff development/orientation days during an off-session period, the unit member shall receive \$27.50 per hour.

6. The District shall notify the Association in writing when any new paid special assignment(s) is created for bargaining unit members which is in addition to the unit member's regular teaching day. The District agrees to meet and negotiate with the Association with respect to wages and hours of work for said assignments.

7. INCENTIVES FOR SPEECH/LANGUAGE PATHOLOGISTS

7.1. The District has been faced consistently with a shortage of licensed and/or credentialed speech/language pathologists. With the return to a modified traditional school calendar, there will be a need for additional speech/language pathologists.

7.2. The following incentives will be offered to qualified speech-language pathologists:

7.2.1. Licensed Speech Language Pathologists who agree to supervise Speech Language Pathology students will be paid \$27.50 per hour, not to exceed \$2,500 per Speech Language Pathology student supervised per year. Licensed Speech Language pathologists may not supervise more than three Speech Language Pathology students, in accordance with ASHA guidelines.

7.2.2. Non Speech Credentialed Teachers, who are currently employed by Lancaster School District, in a Speech Teacher position, will remain on the Speech Pathology Teacher Salary Schedule.

- 7.2.3. Newly hired (2009-2010) Non Speech Credentialed Speech Teachers will remain on the Teacher Salary Schedule, until fully credentialed in Speech Pathology.

ARTICLE XXI

EMPLOYEE BENEFITS

INSURANCE BENEFITS

- 1.1. The District agrees to provide benefits through a mutually agreed upon provider. Any year the annual premium increases more than five (5) percent over the prior year, the parties agree to re-negotiate employee benefits.

During this re-negotiation of employee benefits, the District agrees to pay the premium for the employee's selected option below, not to exceed the CAP (\$13,758). The parties understand that employee benefits and salary will be negotiated as a total economic package.

Employees will be allowed to select benefits from several options.

- 1.1.1. The same comparable medical, dental and vision benefit currently provided for management, confidential and classified employees will be provided for certificated employees.
 - 1.1.2. Teachers in job share assignments may share the composite benefit package or mutually assign the full benefit to one member of the job share. This arrangement will be mutually determined for each subsequent school year in which the job share is continued.
 - 1.1.3. The District purchases accidental and life insurance for all eligible employees. The benefit amount is \$25,000 by the current carrier of Jefferson Pilot Financial Insurance Company. An eligible employee is defined as an active member of CTA/TAL regardless of hours worked and bargaining group. Part-time and job share employees are covered. Voluntary life purchase option will be made available to retiring certificated employees.
 - 1.1.4. All employees that resign or retire that have been employed full time with the District since before 1994 will have District Paid benefits up to September 30. All employees that resign or retire that were employed full time commencing after 1994 will have District paid benefits up to July 31. Starting in school year 2008/2009, employees that do not complete a full school year will have their benefits through the end of the month in which they resign. All employees that resign or retire effective at the end of the school year will have benefits paid by the District through June 30.
- 1.2. The Teachers Association of Lancaster agrees to form with the District, a committee to study insurance programs. This shall be a consensus committee to make recommendations to the Association and to the District. Consensus is understood to mean no less than five (5) out of six (6) members in agreement on any issue with all members being present.

- 1.2.1. The committee shall consist of six (6) members, three (3) who will be Certificated unit members, chosen by the Association and three (3) of whom will be employees of the District outside the Association's bargaining unit, selected by the District.
- 1.2.2. The Insurance Study Committee's consensus recommendations to change certain aspects of coverage or carrier shall be made to the District and the Association no later than June 10. The parties shall decide whether to approve or reject the Insurance Study Committee's consensus recommendations within twenty (20) days.
- 1.2.3. If rejected by either party, the matter shall be referred to the TAL Negotiating Committee and the District's designated negotiators for further negotiations.
- 1.2.4. Upon approval of the Association, and upon approval of the Lancaster School District Board of Trustees, the designees of the Association and District shall endorse the necessary documents within ten (10) days of both affirmative decisions.

2. RETIREMENT

- 2.1. Employees eligible to accept service retirement benefits as provided under the State Teachers Retirement System, or Public Employees Retirement System and having a minimum of ten (10) years of full-time service in this District rendered during the immediate past fifteen (15) years, shall have extended to them the following schedule of benefits:
 - 2.1.1. The District shall pay ninety percent (90%) of the cost of the composite rate of health insurance premiums for the retiree. This benefit shall (a) be limited to a period of ten (10) years; and (b) shall begin concurrently with retirement; and (c) shall continue either for the ten (10) years stated in (a) or until the retiree becomes eligible for Medicare, whichever comes first.
 - 2.1.1.1. The carrier shall be the same carrier that provides health insurance for active unit members. (See Article XXII--Section 1.0)
 - 2.1.1.2. The plan shall be the same plan that provides health insurance for active unit members. (See Article XXII--Section 1.0)
 - 2.1.1.3. Upon retirement, the retiree shall be informed of the current medical insurance options and their cost. The retiree shall be responsible for the cost over the current cap and the difference in percentage of the cost of the medical insurance premiums, (i.e. 0%, 10%, 25%). The retiree shall state in writing their choice in carrier. At the time of open enrollment, the retiree may choose to change carriers or plans from the current district options.

- 2.1.1.4. When retirees (husband and wife certificated employees), eligible for District provided retirement medical benefits, retire from the Lancaster School District, only the younger of the two employees shall be required to pay their share of the composite medical benefit cost (25%, 10%, or whatever the rate is at the time of retirement). In addition, the District will only be required to pay 75%, 90%, or whatever the rate is at the time of retirement of the composite rate for one employee. Should the younger of the spouses die, the remaining retiree will be eligible to assume the 25% of the medical benefit cost and receive the medical benefits according to the above provisions. Each qualified spouse will be able to participate in the Medigap program when they reach the eligible age.
- 2.1.2. Those employees who retired prior to January, 1, 2006, shall pay premiums prior to October 1 by submitting twelve (12) signed checks in an amount equivalent to twenty-five percent (25%) of the composite premium to the payroll office each year to be sent to the carrier with the regular group payments and reconciliation's.
- 2.1.3. Those retiring starting January 1, 2006, and thereafter, shall pay premiums prior to October 1 by submitting twelve (12) signed checks in an amount equivalent to ten percent (10%) of the composite premium to the Payroll Office each year to be sent to the carrier with the regular group payments and reconcilements.
- 2.2. If the ten (10) year period for health insurance contributions by the District ends before the retiree becomes eligible for Medicare, the retiree may continue his/her enrollment in the plan subject to the limitations enumerated in the following subsections.
 - 2.2.1. To qualify, the retiree must have been continuously enrolled in the District provided health plans during the previous five (5) years.
 - 2.2.2. The retiree shall pay premiums prior to October 1 by submitting twelve (12) signed checks in an amount equivalent to the estimated composite premium to the Payroll Office each year to be sent to the carrier with the regular group payments and reconciliation's.
 - 2.2.3. Dependents may be covered by the retiree provided they are enrolled as his/her dependents at the time of his/her retirement. A new spouse or dependent may be enrolled only if the retiree acquires the new dependents through marriage, birth, and/or adoption after retirement. Any family member who was the retiree's dependent but not enrolled at the time of retirement is not eligible to enroll after the retiree's retirement, except that a spouse who was enrolled in the plan as a subscriber may be added as a dependent provided there is no lapse in membership.

- 2.2.4. Coverage for the retiree and any dependents shall cease on the last day of the month in which the retiree becomes eligible for Medicare, or on which the ten (10) years of coverage have been completed, whichever comes first.
- 2.2.5. In the event of the death of a retiree, health coverage for the surviving spouse and any dependents covered at the time of the retiree's death may continue for the duration of the retiree's benefit.
- 2.3. If the retiree elects to pay the premiums for dental and/or vision insurance after retirement, the limitations listed in Section 2.2.1 through Section 2.2.5 shall apply.
- 2.4. Commencing with retirement, the District shall make a contribution toward the purchase of an annuity. The annuity shall mature seven (7) years after the date of retirement.
 - 2.4.1. The District shall pay three thousand five hundred (\$3,500) dollars per year for five (5) years. In the event that the retiree dies before the full five (5) years of contributions are paid, the District's obligation to pay shall cease at the end of the plan year of the retiree's death.
 - 2.4.2. The annuity shall be paid at the rate of three thousand five hundred (\$3,500) dollars a year in the form of an annual lump sum payment. A year commences on the effective date of retirement. Annual payments shall be made on the anniversary date thereafter and continue for each consecutive year thereafter to the limit prescribed in this section.
 - 2.4.3. Specifications to prospective vendors of the annuity shall include the following options for retirees: 1) cash-out value, 2) ten (10) years certain and life options, and 3) life monthly payments.
 - 2.4.4. The company selected shall be by the mutual agreement of the District and the Teachers' Association of Lancaster.
 - 2.4.5. Upon request of the Association, the following information shall be made available on a yearly basis to the Association for the purpose of monitoring the program.
 - 2.4.5.1. Date, amount, and manner of payment
 - 2.4.5.2. Name(s) of carrier(s) receiving payment
- 3. The Lancaster School District ("the District") and the Teachers Association of Lancaster ("TAL") have established a labor-trust fund to sponsor a group plan ("the plan") intended to provide certificated employees ("unit members") age 65 or older who have retired from the District with "Medigap" coverage once their post-retirement coverage provided pursuant to Article XXII, Section 2 of the MOU ends or the MOU ends. The "Medigap" plan and trust is subject to the following requirements:

- 3.1. In any school year the District shall not be required to contribute to the Medigap Fund more than the equivalent of a one percent (1%) salary increase based on the aggregate salary paid to the certificated unit in the current school year (exclusive of the amount of employer contributions and taxes). The District's funding obligations shall be determined annually by the trust fund's board of trustees after review of the plan's experience and consultation with a benefits consultant qualified to estimate the plan's funding needs. In no event, however, will the District's funding obligations in any school year exceed the above referenced maximum.
- 3.2. No participant in the plan established pursuant to this section shall be guaranteed or otherwise entitled to any particular level or type of coverage. Coverage under the plan shall be funded only after payment of all reasonable and necessary expenses related to plan administration and/or investments have been paid. The parties anticipate that the District's contribution will vary from year to year and that no individual participant in the plan shall have any claim to a specific level of District contribution or any District contribution of any kind. The parties anticipate that a portion of the cost of the plan shall be funded by self payment.
- 3.3. TAL agrees to indemnify and hold harmless the District, its officers, agents, and employees, against any and all reasonable costs (including defense costs) and any losses, damages, and/or liabilities resulting from any claim or administrative or civil action brought against the District arising out of the obligation to certificated employees covered by the MOU established by this section. TAL shall have the sole and exclusive right to determine whether any such claim or action shall be compromised, resisted, defended, tried or appealed.
- 3.4. The group plan established pursuant to the section shall be sponsored by a labor management trust fund administered by a joint Medigap Board of Trustees consisting of 5 members. The Agreement and Declaration of Trust providing for the trust fund shall provide that the District has authority to appoint a trustee. In the determination of all matters coming before the Medigap Board of Trustees for consideration each Trustee shall have one vote. If any appointed trustee is absent from a meeting the remaining trustees shall have the authority to decide how the absent-trustee's vote shall be cast. Any matter over which the Medigap Board deadlocks will be submitted to final and binding arbitration.
- 3.5. Participants must have completed fifteen (15) years of District Service in a classification (or classifications) of employees participating in the plan, must retire from the Lancaster School District, and must remain retired under the provisions of STRS to be eligible to participate in the plan, except that certificated unit members employed as of July 1, 1998, shall be required to complete a minimum of ten (10) years of District service, must retire from the Lancaster School District, and must remain retired under STRS to become eligible to participate. Retirees who are eligible to participate, but who are not covered by Medicare may (assuming the plan can legally do so as a tax exempt organization) direct the plan to pay not more than their proportionate amount which would otherwise be paid as a "Medigap" premium to the retiree's

medical plan. Each participant who is eligible for Medicare shall be required, as a condition of participation in the plan, to accept Medicare as their primary insurance coverage, and to acknowledge the availability of “Medigap” coverage solely as a supplement to Medicare.

- 3.6. All investments shall be governed by the mandates of federal and state law. Where permitted by law the District may borrow funds dedicated to this purpose at a rate of interest equal to the composite rate of interest on all investments of the funds.

ARTICLE XXII
SUMMER SCHOOL

1. A summer program may be conducted at the discretion of the District.
2. Potential summer school vacancies shall be posted no later than the last working day of May.
 - 2.1. Teachers who wish to be employed in the summer school program shall meet the minimum qualifications set forth below:
 - 2.1.1. Hold an appropriate teaching credential
 - 2.1.2. Have obtained probationary or permanent status
 - 2.2. Individuals who have been employed for two (2) or more consecutive years in the summer school program will be considered, but will receive lower priority for employment than those having no previous summer school experience.
 - 2.3. Unit members shall not be required to teach summer school, but first consideration shall be given to qualified employees of the Lancaster School District who have appropriate grade level(s) and subject matter experience before offering employment to other credentialed candidates.
 - 2.4. Teachers employed shall be on duty at least thirty (30) minutes before the beginning of the class session. The instructional day shall be the minimum requirements by State/District regulation.
 - 2.5. The length of summer school shall be determined by the district.
 - 2.6. Compensation of bargaining unit members shall be set at \$35.00 per hour.
 - 2.6.1. Offers of employment to unit members shall be based on a ratio of one (1) teacher to every thirty-five (35) students enrolled.
 - 2.6.2. Every reasonable effort shall be made by the parties to equalize class size wherever possible.

ARTICLE XXIII

COMPLAINTS CONCERNING UNIT MEMBERS

It is the purpose of this Article to provide for appropriate mechanisms to respond to and where possible to resolve complaints from the public (excluding students and staff functioning in their District capacity). Every reasonable effort shall be made to resolve the complaint(s) at the informal level. In all matters relating to this Article, the District guarantees that it shall observe the Due Process rights of the unit members. The right of the unit member to request and have representation shall be observed at all steps/levels of this procedure.

The District expressly agrees that no member of Management shall encourage any individual to write a complaint, but only inform the individual of the procedures for processing a complaint. Additionally, no member of Management shall aid in any way with the preparation of a written complaint from a member of the public. Site administrators shall be encouraged to include the unit member who is the subject of the complaint at all investigatory meetings held to determine the accuracy or basis in fact for any complaint.

The District shall encourage the scheduling of any/all investigatory meetings with the complainant immediately after the close of the student instructional day. When this cannot be arranged, any investigatory meeting shall take place at a time which is satisfactory to the parties, but no later than ten (10) days from the filing of the complaint.

1. Informal (Oral) Complaints: Complaints concerning unit members should be made directly by the complainant to the unit member against whom the complaint is lodged. Whenever possible, the complainant should meet with the unit member in an attempt to resolve the issue within ten (10) days of the incident(s) giving rise to the complaint.
 - 1.1. If the complaint is not resolved at this level and the complainant wishes to pursue the issue further, the complainant may elect to reduce his/her complaint to writing and submit the original to the unit member with a copy to the unit member's immediate supervisor.
 - 1.2. If the complainant does not reduce his/her complaint to writing within the aforementioned ten (10) days, the complaint will be deemed to be dropped.
2. Formal (Written) Complaints: Upon receipt of the written complaint, the immediate supervisor shall meet with the unit member to discuss the issue. Should the involved unit member and/or the immediate supervisor believe the allegation(s) in the complaint warrant a second meeting, the immediate supervisor shall attempt to schedule a meeting between the complainant and the unit member.
 - 2.1. The meeting shall be held at a time which is mutually acceptable to the parties.
 - 2.2. If the complainant refuses to attend the meeting, the complaint shall not be utilized by the District in any evaluation or disciplinary action against the unit member.
 - 2.3. If one (1) of the following conditions exists, it shall not be interpreted as a refusal to meet as defined in Section 2.2 above:

- 2.3.1. The complaint alleges any single act which in and of itself is cause for termination or suspension.
 - 2.3.2. The complainant attended the informal conference pursuant to Section 1.0 of this Article and the complaint against the unit member is the same.
 - 2.3.3. The employee concurs with the allegations in the complaint.
- 2.4. The unit member may respond in writing to the complaint and have such response attached to the complaint.
3. Within five (5) working days after the meeting, the immediate supervisor shall submit in writing to the unit member a determination of the validity of the complaint.
 - 3.1. Should the unit member disagree with the immediate supervisor's written determination of validity, he/she shall within five (5) working days submit in writing a Request for Review to the Assistant Superintendent, Human Resources.
 - 3.2. The unit member may request and have access to any/all communications, tapes, or other types of information which the immediate supervisor has in his/her possession which the administrator has determined is relevant to the complaint.
4. Upon receipt of such Request for Review, the Assistant Superintendent, Human Resources, shall arrange for a meeting between the unit member and his/her immediate supervisor. The purpose of this meeting shall be to discuss the reasons for the unit member's Request for Review and the immediate supervisor's findings and resultant written determination.
5. Within five (5) working days after the meeting, the Assistant Superintendent, Human Resources, shall submit in writing to the unit member a determination which shall (1) reverse the initial decision regarding validity, or (2) sustain the decision of the immediate supervisor.
 - 5.1. The unit member may respond in writing to the Assistant Superintendent, Human Resources, written determination and have such response attached to the determination.
 - 5.2. Should the unit member disagree with the Assistant Superintendent, Human Resources, written determination of validity of the complaint, the unit member may request the Association appeal the decision to the Board of Trustees. Such a request shall be in writing and addressed to the Superintendent.
6. Complaints which are withdrawn, shown to be false, or are not sustained by the Board of Trustees shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.

ARTICLE XXIV

PROCEDURE FOR CONSULTATION

1. Section 3543.2 of the Government Code provides that the following matters, while not within the scope of representation, shall be subject to consultation between a public school employer and a certified representative, among others, to the extent such matters are within the discretion of the public school employer under the law:
 - 1.1. Definition of education objectives.
 - 1.2. Determination of the content of course and curriculum.
 - 1.3. Selection of textbooks.
2. The District shall inform the Association prior to November 1st of each year, of the educational objectives, courses, curriculum and the selection of textbooks to be considered during the current school year. The Association may submit presentations, both written and oral, to the District. Such presentation will be given due consideration by the District in its deliberations. Nothing herein shall preclude the District from consulting on these matters with individual employees or other employee groups or organizations.
3. Prior to the implementation of any new program(s) outlined in Section 1.0, the District shall inform the Association of such program(s). The Association may submit presentations and/or recommendations to the District. Such presentations and/or recommendations will be given due consideration by the District in its deliberations.
4. The provisions of the Article shall not be subject to either the grievance or arbitration procedures of Article VI and VII respectively.

ARTICLE XXV

SEPARABILITY AND SAVINGS

1. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
2. If any such decision or change in law occurs, the parties hereto shall, upon request, within ten (10) working days commence meeting and negotiating with respect to the means of compliance therewith.

ARTICLE XXVI

INCLUSION OF SEVERELY DISABLED STUDENTS

1. Teachers shall not be required to perform medical procedures or special health care procedures such as administering or monitoring medications, suctioning, G-tube feeding, catheterizing, toileting, or lifting that are not indicated in their job description, or agreed upon by the teacher providing the service (except in an emergency situation).
 - 1.1. The school nurse shall train the provider of the health care procedure and certify the provider's level of competency pursuant to Education Code.
 - 1.2. The Teachers Association shall be involved in any modifications of the District's specialized health care procedures.

ARTICLE XXVII

PEER ASSISTANCE/PEER REVIEW, BTSA PROGRAMS, AND INSTRUCTIONAL COACHES

The Teachers Association of Lancaster and the Lancaster School District are continuously striving to provide the highest possible quality of education for students. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers recommended to the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

Beginning in the 2010-2011 school year, the Peer Assistance and Review Consultant and the BTSA Facilitator will be combined into one (1) position until the District and TAL mutually agree to reinstate as two (2) separate positions. (Suspend Article XXVII 2.0 (1, 2, 3, 6, 9) and BTSA/INTERN 1.0 (1, 2, 4, 6).

PEER ASSISTANCE/PEER REVIEW (PAR) PROGRAM / BEGINNING TEACHER SUPPORT & ASSESSMENT (BTSA) CONSULTANT

Brief Description of Position

The PAR/BTSA Consultant is a teacher on special assignment who provides assistance to participating teachers pursuant to the Peer Assistance/Peer Review program as well as state authorized programs for teachers new to the teaching profession, including BTSA and Intern. The qualifications for the consulting Teacher shall be set forth in the Rules and Procedures.

Major Duties and Responsibilities

- Peer Assistance/Review encourages a cooperative relationship between the Consulting Teacher, principal, support provider and participating teacher. The Consulting Teacher will meet with the evaluator to review and discuss the basis for referral to the Peer Assistance/Peer Review program.
- Each teacher participating in the PAR program shall receive no less than 12 hours of direct assistance per trimester from the Consulting Teacher. The Consulting Teacher shall assist participating teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the participating teacher.
- Meet with each referred participating teacher to discuss the Peer Assistance/Peer Review program, to establish mutually agreed upon steps to meet the performance goals, develop the assistance plan, and develop a process for determining completion of the Peer Assistance/Peer Review program;
- Monitor the progress of PAR participants and provide constructive feedback to the participating teacher for discussion and review;

- Continue to provide assistance to PAR participants until the evaluator concludes that the teaching performance of the participating teacher is satisfactory as evidenced in the final evaluation;
- Provide program coordination and oversight for all aspects of the new teacher programs;
- Attend all trainings necessary to acquire the knowledge, skills and abilities to conduct the new teacher programs;
- Perform all tasks necessary to fully implement the new teacher programs;
- Plan and conduct staff development for teachers who qualify for and will participate in the new teacher programs as well as for teachers providing support, such as BTSA Support Providers and Intern Coaches;
- Attend all meetings connected to the operation of the new teacher programs, including, but not limited to, the meetings and trainings conducted by LSD and the State of California's BTSA and Intern programs;
- Complete all reports, and other documents, required by the new teacher programs;
- Act as a support provider for teachers participating in the new teacher programs;
- Other duties as assigned.

Minimum Qualifications

- Be a credentialed classroom teacher with permanent status and a minimum of ten (10) yrs experience with five (5) or more in the Lancaster School District including the current year;
- Have recent experience as a full time classroom instructor within the previous 2 yrs;
- Shall demonstrate exemplary teaching ability, including: effective communication skills both orally and in writing, subject matter knowledge, and mastery of range of teaching strategies necessary to meet the needs of pupils in different contexts;
- Have ability to work cooperatively and effectively with others, both peers and administration;
- Be expected to work before school, after school, and during lunch hours, as well as evenings and weekends as program requires;
- Have an understanding of the California Standards for the Teaching Profession;
- Be expected to attend advanced education training that is required to further their education and skills; and,
- Recent experience as a full time classroom teacher

Desirable Qualifications

- A commitment to excellence and getting the job done;
- The ability to effectively lead others;
- The ability to balance time commitments and responsibilities;
- Knowledge of the process or the willingness to attend current California Formative Assessment training;
- A willingness to engage in a wide range of trainings;
- Knowledge of Mentoring Matters.

Work Days: 182

Compensation: Appropriate placement on the teacher salary schedule.

PEER ASSISTANCE/PEER REVIEW

1. The Joint Teacher/Administrator Review Panel
 - 1.1. The Joint Teacher/Administrator Review Panel shall consist of five (5) members. Members of the Joint Review Panel will include the Association President or designee, two members selected by the Association, the Superintendent or designee and one (1) other member appointed by the District. The Review Panel will establish the operational procedures of the Joint Review Panel including the method for the selection of a Chairperson.
 - 1.2. The Joint Teacher/Administrator Review Panel shall establish its own meeting schedule. To hold meetings, three of the five members of the Review Panel must be present. Such meetings may take place during the regular teacher workday. Teachers who are members of the Joint Review Panel may be released from their regular duties to attend meetings, without loss of pay or benefits.
 - 1.3. The Joint Teacher/Administrator Review Panel shall be responsible for the following:
 - a. Selecting the P.A.R. consulting Teacher(s);
 - b. Establishing and maintaining its own rules of procedure and operation;
 - c. Adopting Rules and Procedures, either by consensus or super-majority vote, to effect the provisions of this Article. Said Rules and Procedures will be consistent with provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail;
 - d. Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators;
 - e. Establishing and maintaining a procedure for application as a Consulting Teacher;
 - f. Reviewing the final report prepared by the Consulting Teacher;
 - g. Annually assess the impact of the Peer Assistance/Peer Review program in order to improve the program;
 - h. Control all PAR money and allocate to other programs if deemed necessary;
 - i. In addition to their own regulations the Joint Review Panel shall adhere to the letter of intent guidelines found in Appendix A.
 - 1.4. All proceedings and materials related to evaluations, reports and other personnel matters as a result of participation in Peer Assistance/Peer Review program shall be strictly confidential. Therefore, Joint Review Panel members and Consulting Teachers may disclose such information only as necessary to administer this Article.
 - 1.5. As provided by law, including but not limited to the California Government Tort Claims Act, the District shall defend, indemnify and hold harmless any unit member who is an Association Officer, Consulting Teacher, Review Panel Member and unit members providing support through this and additional programs authorized by the association and the District as a part of this Article, from any lawsuit arising out of their involvement with or performance of duties under such programs.

2. Consulting Teachers

2.1. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the Peer Assistance/Peer Review program. The qualifications for the consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:

- a. Be a credentialed classroom teacher with permanent status and a minimum of ten (10) years experience with five (5) or more in the Lancaster School District including the current year;
- b. Have recent experience as a full time classroom instructor within the previous 2 years;
- c. Shall demonstrate exemplary teaching ability, including: effective communication skills both orally and in writing, subject matter knowledge, and mastery of range of teaching strategies necessary to meet the needs of pupils in different contexts;
- d. Have ability to work cooperatively and effectively with others; both peers and administration;
- e. Be expected to work before school, after school, and during the lunch hours in order to meet with teachers;
- f. Be expected to work during the weekend and evenings;
- g. Have an understanding of the California Standards for the Teaching Profession;
- h. Be expected to attend advanced education training that is required to further their own education and skills.

2.2. In order to fill a position of Consulting Teacher, a notice of vacancy will be posted. The applicant is required to submit the following:

- a. A reference from a building principal or immediate supervisor;
- b. A reference from an Association representative;
- c. A reference from another classroom teacher.

All applications and references shall be treated with confidentiality.

2.3. Consulting Teachers shall be selected by a super-majority vote of the Joint Review Panel after one or more representatives of the Panel have conducted a site visitation and a classroom observation of all final candidates.

2.4. Consulting Teachers will be trained to both offer peer assistance and to understand the specific functions of the Peer Assistant /Peer Review program. The Joint Review Panel will monitor and evaluate the effectiveness of the Consulting Teacher and will make decisions regarding their continuation in the program. The Joint Review Panel may remove a Consulting Teacher from the position at any time because of the specific needs of the Peer Assistance/Peer Review program, inadequate performance of the Consulting Teacher or other causes deemed appropriate by the panel. Prior to the effective date of such removal, the Joint Review Panel will provide the Consulting Teacher with a written statement of the reasons for the removal, and at the request of the Consulting Teacher, will meet with him/her to discuss the reasons.

- 2.5. The term of the Consulting Teacher shall normally be three (3) years, and a teacher may not serve in the position for more than one (1) term. A consulting Teacher may reapply after returning to the classroom for one year.
- 2.6. A full-time Consulting Teacher(s) will be on the extended year salary schedule of 195 days with a 5% salary enhancement. This 5% will be included in the base salary and will reflect the expectation that the Consulting (PAR) Teacher will frequently be expected to work in excess of the traditional professional day.
- 2.7. Upon completion of his/her services as a full-time released Consulting Teacher, a teacher shall be returned to a regular assignment in accordance with the Transfer and Reassignment Article(s) of this Agreement (Article XVI). Upon returning to a regular teaching assignment, the Consulting Teacher will have all the rights of a displaced teacher unless the Consulting Teacher has received a Transfer in Reserve as per Article XVI.
- 2.8. The Peer Assistance/Peer Review encourage a cooperative relationship between the Consulting Teacher, Principal, Support Provider and Participating Teacher. The Consulting Teacher will meet with the evaluator to review and discuss the basis for referral to the Peer Assistance/Peer Review program.
- 2.9. Each Participating Teacher shall receive no less than 12 hours of direct assistance per trimester from the Consulting Teacher. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.
- 2.10. The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the Peer Assistance/Peer Review program, to establish mutually agreed upon steps to meet the performance goals, develop the assistance plan, and develop a process for determining completion of the Peer Assistance/Peer Review program.
- 2.11. The Consulting Teacher shall monitor the progress of the Participating Teacher and shall provide constructive feedback to the Participating Teacher for discussion and review.
- 2.12. The Consulting Teacher shall continue to provide assistance to the Participating Teacher until the evaluator concludes that the teaching performance of the Participating Teacher is satisfactory as evidenced in the final evaluation.
- 2.13. Functions performed pursuant to this Article by bargaining unit employees employed in a bargaining unit position shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the Government Code.

3. Participating Teachers

A participating Teacher is a unit member who receives assistance and/or coaching to improve instructional skills, classroom management, knowledge of subject, and

related aspects of teaching performance. There are two (2) categories of Participating Teachers.

A. A. Participating Teacher (PT)

1. A Participating Teacher is a teacher who exhibits job-related concerns and/or has received an unsatisfactory rating by the Principal or Evaluating Supervisor on the Certificated Final Summary Evaluation Report. All permanent teachers receiving such a rating will be required to participate in the Peer Assistance/Peer Review Program and be placed on a Certificated Support Plan.
2. A Participating Teacher is a teacher who receives assistance to improve his or her teaching strategies and methods, classroom management, and/or knowledge of subject.

B. Principal Recommended Participating Teacher (RPT)

1. A Principal Recommended Participating Teacher is a teacher who exhibits job-related concerns and the Principal recommends him/her to participate in the Peer Assistance and Peer Review Program.
2. A Principal Recommended Participating Teacher is a teacher who receives assistance to improve his or her teaching strategies and methods, classroom management, and/or knowledge of subject.

C. Volunteer Participating Teacher (VPT)

1. A Volunteer Participating Teacher is a teacher who volunteers to participate in the programs. The purpose of participation in the Peer Assistance and Peer Review Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher.
2. The Volunteer Participating Teacher or Consulting Teacher may terminate the VPT's participating in the Peer Assistance and Peer Review Program at any time.

4. Contract Rights

- 4.1. Employees participating in the Peer Assistance/Peer Review program will retain all rights afforded to them by the collective bargaining unit between the Teachers Association of Lancaster and the Lancaster School District.
- 4.2. A Participating Teacher has the right to be represented throughout these procedures by the Association representative of his/her choice.

5. Letter of Intent

Both TAL and LSD agree on the following:

- 5.1. The Joint Panel will review the disbursement of all funds generated by PAR.
- 5.2. The Joint Panel will make recommendations to the Board of Trustees regarding the disbursement of all funds generated by PAR.
- 5.3. The Joint Panel will not assign a Consulting Teacher (CT) to work with a Participating Teacher (PT, RPT or VPT) who is a family member or with whom a personal relationship beyond the professional work assignment is maintained.
- 5.4. The CT has the responsibility to notify the Joint Panel should such a relationship exist.
- 5.5. The Evaluator is expected to provide assistance for the PT in the same manner as they would were the PT not receiving assistance through PAR.
- 5.6. The Evaluator is solely responsible for the evaluation.
- 5.7. The CT will provide objective information about assistance given the P in all reports to the Joint Panel.
- 5.8. Nothing in PAR will in anyway negatively impact upon the DUE PROCESS RIGHTS of any participants.
- 5.9. Unit members appointed to the Joint Panel will consult with the District on programs and recommendations related to Accountability Legislation (SB 1X).

BTSA and INTERN PROGRAMS

The Teachers Association of Lancaster and the Lancaster School District are continuously striving to provide the highest possible quality of education for students. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers recommended to the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

Teacher support programs, such as BTSA and Intern programs are in place for the purpose of providing quality support and mentoring as beginning teachers become fully credentialed.

All proceedings and materials as a result of participation in BTSA and Intern programs shall be strictly confidential.

As provided by law, including but not limited to the California Government Tort Claims Act, the District shall defend, indemnify and hold harmless any unit member who is an Association Officer, Consulting Teacher, Review Panel Member, and unit members providing support through this and additional programs authorized by the Association and the District as a part of this Article, from any lawsuit arising out of their involvement with or performance of duties under such programs.

1. BTSA Facilitator/Teacher on Special Assignment

- 1.1. A BTSA Facilitator is a teacher who provides assistance to a Participating Teacher pursuant to the BTSA/Intern programs. The qualifications for the consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:
- a. Be a credentialed classroom teacher with permanent status and a minimum of five (5) years experience with three (3) or more in the Lancaster School District including the current year;
 - b. Have recent experience as a full time classroom instructor within the previous 2 years;
 - c. Shall demonstrate exemplary teaching ability, including: effective communication skills both orally and in writing, subject matter knowledge, and mastery of range of teaching strategies necessary to meet the needs of pupils in different contexts;
 - d. Have ability to work cooperatively and effectively with others; both peers and administration
 - e. Be expected to work before school, after school, and during the lunch hours in order to meet with teachers;
 - f. Be expected to work during the weekend and evenings;
 - g. Have an understanding of the California Standards for the Teaching Profession;
 - h. Be expected to attend advanced education training that is required to further their education and skills.
- 1.2. In order to fill a position of Consulting Teacher, a notice of vacancy will be posted at all Sites and in the District Office. Each applicant is required to submit an application form and three references from individuals with specific knowledge of his or her expertise. The applicant is required to submit:
- a. A reference from a building principal or immediate supervisor;
 - b. A reference from an Association representative;
 - c. A reference from another classroom teacher.
- All applications and references shall be treated with confidentiality.
- 1.3. Expenditures for the BTSA/Intern programs shall not exceed revenues received from BTSA/Intern funds and funds made available through the passage of AB IX without mutual agreement of the parties.
- 1.4. The number of BTSA Facilitators in any school year will be based upon participation in the BTSA/Intern programs, the budget available and other relevant considerations. Models for BTSA Facilitator positions include full-time, part-time, and job share.
- 1.5. The term of the BTSA Facilitator shall normally be three (3) years, and a teacher may not serve in the position for more than one (1) term. A BTSA Facilitator may reapply after returning to the classroom for one year.
- 1.6. A full-time BTSA Facilitator Teacher on Special Assignment will be on the extended year salary schedule of 195 days.

- 1.7. Upon completion of his/her services as a full-time released BTSA Facilitator, a teacher shall be returned to a regular assignment in accordance with the Transfer and Reassignment Article(s) of this Agreement. (Article XVI) Upon returning to a regular teaching assignment, the BTSA Facilitator will have all the rights of a displaced teacher unless the BTSA Facilitator has received a Transfer in Reserve as per Article XVI.
- 1.8. The BTSA/Intern programs encourage a cooperative relationship between the Consulting Teacher, Principal, Support Provider and Participating Teacher.

2. Support Providers

The Lancaster Consortium BTSA Induction Program is committed to providing a comprehensive induction program for teachers on years one and two of their first teaching credential, and out-of-state credentialed teachers with less than two years of experience. Support providers work collaboratively with 1 or 2 Participating Teachers to provide individual assistance as needed within the context of teaching. In addition, support providers reinforce the underlying principles of the California state approved Formative Assessment System for Teachers by completing a series of events with their partners. The approved number of support providers needed at each site is dependent upon the number of teachers participating in the BTSA Inductions Program.

Minimum Qualifications:

- A Clear California Teaching Credential or equivalent;
- CLAD, BCLAD, SB1969 or equivalent certification, SDAIE or ELD certificate
Tenure with the school district;
- Three years successful teaching experience.

3. Participating Teachers

A participating teacher is a unit member who receives assistance and/or coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are two (2) categories of Participating Teachers.

a. BTSA

In order to help new unit members successfully begin their careers in the District, all newly-hired unit members with less than two full years of fully credentialed teaching experience will be required to participate in the BTSA programs.

b. Intern

In order to help new unit members successfully begin their careers in the District, all unit members who only possess a Preliminary Credential or Intern Credential are required to participate in BTSA or Intern programs or other district provided support programs.

INSTRUCTIONAL COACHES

1. DISTRICT INSTRUCTIONAL COACH

Brief Description of Position:

Teacher is appointed to a special assignment, under the direction of the Director of Curriculum, Instruction & Assessment and/or the Director of Special Programs, to provide support and assistance to all Site Instructional Coaches, Site Administrators, and district leadership in the full and skillful implementation of the district's adopted curriculums and in formative assessment, data analysis and PLC data conferences.

Required:

- A valid California teaching credential
- Three years or more of successful classroom teaching experience
- Demonstrated skill in working with adult learners
- Ability to participate in extensive and on-going training
- Ability to meet regularly with Instructional Coaches and the Director of Curriculum, Instruction & Assessment
- Recent, relevant training in research based instructional practices
- CLAD or equivalent training

Major Responsibilities:

- Data analysis support – provide principals and coaches with district data.
- Staff Development – both site and district for teachers and administrators.
- Provide assistance with implementation of data management.
- Secure materials or missing curriculum pieces.
- Manage RSA assessments and math benchmark exams.
- Manage Voyager materials and distribution.
- Order ELD tests and duplicating for instruction.
- Train teachers and para-educators in instructional delivery and classroom management.
- Assist with parent/community workshops.
- Visit classrooms to observe teaching and provide next step support to coach and principal.
- Attend and assist grade level PLCs in creating goals after looking at data.
- Organize and facilitate weekly coaches' meetings and communicate information both from the district to the school and from the schools to the district. Support coaches by phone, email and visits.
- Attend trainings as directed. Meet with district administrators to discuss needs and supports.
- Prepare forms and reports as required.
- Attend district math, writing and language arts meetings.
- Build and support a community of learners in our district committed to continuous improvement.
- Prepare forms, records and reports for district directors related to work activities.

Work Days: 182 days

Compensation: Appropriate placement on the teacher salary schedule.

2. SITE INSTRUCTIONAL COACH

Brief Description of Position:

Teacher is appointed to a special assignment, under the direction of the Director of Curriculum, Instruction & Assessment and/or the Director of Special Programs, to support and assist K-5/K-6 and/or 6-8 teachers in the full implementation of district adopted curricular programs.

Required:

- A valid California teaching credential.
- Three years or more of successful classroom teaching experience.
- Demonstrated skill in working with adult learners.
- Ability to participate in extensive and on-going training.
- Ability to meet regularly with District Instructional Coach and the Director of Curriculum, Instruction & Assessment.
- Recent, relevant training in research based instructional practices.
- CLAD or equivalent training.

Major Responsibilities:

- Support teachers at elementary or middle schools in the effective use of the district's adopted instructional programs.
- Conduct demonstration lessons in language arts, ELD curriculum and math; assist with planning and pacing of district adopted instructional programs.
- Monitor ELD instruction; provide coaching for teachers to ensure EL students have access to Core curriculum.
- Assist staff planning and evaluating progress of EL students.
- Conduct focused classroom observations; provide specific feedback/coaching to teachers.
- Assist teachers with the diagnosis of instructional areas of strength and weakness, as well as with appropriate planning.
- Provide formal and informal staff development related to both research and practice for classroom teachers with support of coaching team and content experts.
- Facilitate grade level meetings; assist with goal setting and student progress collaboration.
- Assist with formal and informal classroom assessments and data systems.
- Serve as Student Study Team chair.
- Serve as Intervention/Extension (Excel) coordinator.
- Serve as GATE contact – provide services as the site GATE contact.
- Provide data analysis support – leading data PLCs.
- Provide assistance with implementation of data management.
- Provide support to new or struggling teachers.
- Assist in the securing of materials or missing curriculum pieces.
- Manage RSA assessments and math benchmark exams.
- Train para-educators in instructional delivery and classroom management.
- Assist with parent/community workshops.
- Attend district trainings and meetings as directed.

- Support assessment administration.

Work Days: 182 days

Compensation: Appropriate placement on the teacher salary schedule.

ARTICLE XXVIII

MISCELLANEOUS PROVISIONS

1. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
2. All teachers who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copywritten or sold by the Board provided the materials were not prepared on District time or at District expense.
3. Within thirty (30) days of ratification of the Agreement by both parties herein, the Board shall post a copy on the District website and provide forty (40) copies to the Association. Printing costs are to be assumed by the District.
4. Rules which are designed to implement this Agreement shall be uniform in application and effect.

ARTICLE XXIX

ENTIRE AGREEMENT

1. The District shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the District is not bound by any past practices of the District or understandings with any employee organization or council, unless such past practices or understandings are specifically stated in this Agreement.
2. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

ARTICLE XXX

DURATION

1. This agreement will be in effect from July 1, 2009 through June 30, 2012.
2. The parties agree to annually reopen negotiations on the salary article, the benefit article, one additional article of choice selected by each party, and any articles mutually agreed upon by the parties. Annual negotiations will commence no later than October 30th of each year.

Date: _____

By: _____ By: _____
Diane Grooms Debbie Salter
President President
Board of Trustees Teachers Assoc. of Lancaster

By: _____ By: _____
Howard Sundberg Gina Whipple
Superintendent Negotiation Chairperson
Lancaster School District Teachers Assoc. of Lancaster

**THE LANCASTER SCHOOL DISTRICT AND THE TEACHER'S ASSOCIATION OF
LANCASTER MEMORANDUMS OF UNDERSTANDING**

MEMORANDUM OF UNDERSTANDING
STAFF MEETINGS AND PROFESSIONAL DEVELOPMENT 2010-2011

The Lancaster School District and the Teachers Association of Lancaster agree that providing time for staff meetings, collaboration, and professional development is essential. We also agree that teachers frequently meet beyond the required times. In an attempt to provide additional professional development within the teacher's professional day, the district will establish one minimum student day per month for this purpose. For the 2010-2011 school year, the Lancaster School District and the Teachers Association of Lancaster agree to the following:

1. Mandatory staff meetings will be limited to 2 meetings per month. One monthly meeting will be held on a minimum instructional day and will last for 2 hours. The second monthly meeting will be held on a regular instructional day and will last for 1 hour.
2. Special Education staff who are required to attend after-school district program meetings will be excused from the one hour monthly site meetings.
3. Voluntary meetings, such as Leadership Team Meetings, SSC, PTA, PTO, etc., are not affected by this MOU.
4. It is the expectation of the Lancaster School District and the Teachers Association of Lancaster that all teachers attend these required meetings. Site and district administrators will ensure the integrity of these two monthly meetings by avoiding any scheduling conflicts.
5. The district may offer additional professional development which teachers may attend on a voluntary basis. If the district offers additional mandatory professional development beyond the regular work day, teachers will be compensated at the rate of \$27.50 per hour.

The following contract language will be suspended throughout the duration of this MOU:

1. Article X – —Middle School unit members (6-8) will have one less staff meeting per month.||

**MEMORANDUM OF UNDERSTANDING FOR SCHOOL CLOSURE AND GRADE LEVEL
RECONFIGURATION**

The purpose of this agreement is to provide direction in the placement of teachers being reassigned due to school closure, grade level reconfiguration and elimination of TSA positions.

1. District is to identify the number of positions to be added or reduced at each affected school site.
 - a. Grade level – 6th
 - b. Subject area – 7th & 8th
2. District is to notify affected sites of the number of positions that will be added or reduced.
3. District will notify teachers if they are affected by this reconfiguration.

Sixth Grade:

- A. All current 6th grade teachers will be ranked by site seniority and the least senior sixth grade teachers at each affected site will be displaced.
- B. These 6th grade teachers will be provided a list of all available 6th grade openings. Teachers will rank the positions on the list in priority order and bring the list with them to a district arranged meeting for the purpose of assigning sixth grade teachers to their new assignment.
- C. All displaced sixth grade teachers will be ranked district wide by district seniority. The sixth grade teacher with the most district seniority will pick first from the available list. This process will continue until the last displaced 6th grade teacher has been assigned.
- D. If a teacher is unable to attend the 6th grade meeting, he/she must give their priority list to Carol Clauss at LLC at least 24 hours prior to the meeting so his/her turn is not missed or he/she will be assigned to last open position.

Seventh and Eighth Grade Teachers:

- A. All current 7th and 8th grade teachers will be ranked by district seniority and credential. Grade level/subject assignments will be determined by credential/authorizations. Credentials will be prioritized by Single Subject, Supplementary Authorizations, and then Board Authorizations via Ed. Code.
- B. These 7th and 8th grade teachers will be provided a list of all available 7th and 8th grade openings. Teachers will rank the positions on the list in priority order and bring the list with them to a district arranged meeting for the purpose of assigning seventh and eighth grade teachers to their new assignment
- C. All displaced seventh and eighth grade teachers will be ranked districtwide by district seniority. The seventh and eighth grade teachers with the most district seniority will pick first from the available list. This process will continue until the last displaced 7th and 8th grade teacher has been assigned.
- D. If a teacher is unable to attend the 7th and 8th grade meeting, he/she must give their priority list to Carol Clauss at LLC at least 24 hours prior to the meeting so his/her turn is not missed or he/she will be assigned to last open position.

4. As a result of school closure and grade reconfiguration, all 6th, 7th, and 8th grade open positions will be filled at the district level. To facilitate placement of teachers, positions will be posted in the following order:
 1. Instructional Coaches
 2. 6th Grade Openings
 3. 7th/8th Grade Openings
 4. Positions Never Posted- vacated instructional coach positions, RIF'd returned positions, new open positions (retirements)
5. The district reserves the right to transfer multiple subject only credentialed teachers (with or without supplementary authorizations or Ed. Code) from 7th/8th grade assignments in order to place single subject credentialed teachers who do not get placed in this process. Volunteers will be solicited first. If additional positions are needed, the teacher with the least district seniority in that subject area will be reassigned.

Any unforeseen circumstance not addressed in this MOU will be mutually resolved and agreed upon by the TAL negotiations team and HRS. This MOU language supersedes any conflicting contract language.

APPENDIX A

LANCASTER SCHOOL DISTRICT TEACHERS' SALARY SCHEDULE

2010/2011

176 Days

(6 furlough days excluded)

STEP	CLASS A BA	CLASS B BA+15	CLASS C BA+30	CLASS D BA+45 OR MA	CLASS E MA + 15 BA + 60	CLASS F MA+30 BA+75
1	35,206	38,370	41,546	44,713	47,879	51,046
2	36,787	39,956	43,128	46,292	49,465	52,630
3	38,370	41,546	44,713	47,879	51,046	54,216
4	39,956	43,128	46,292	49,465	52,630	55,797
5	41,546	44,713	47,879	51,046	54,216	57,386
6	43,128	46,292	49,465	52,630	55,797	58,966
7	44,713	47,879	51,046	54,216	57,386	60,555
8	46,292	49,465	52,630	55,797	58,966	62,132
9	47,879	51,046	54,216	57,386	60,555	63,722
10	49,465	52,630	55,797	58,966	62,132	65,302
11	51,046	54,216	57,386	60,555	63,722	66,890
12				62,132	65,302	68,467
13					66,890	70,057
14						71,640

Beginning with the fifteenth (15th) year of service in the Lancaster School District a \$2,000 anniversary increment shall be added to the salary. An additional \$2,000 service increment shall be added at the beginning of the twentieth (20th), twenty-fifth (25th), thirtieth (30th) and thirty-fifth (35th) year of service. An additional \$1,234 will be added to the fortieth (40th) year of service in the Lancaster School District. This increase shall be applied only to stipends and allowances calculated on the basis of basic salary.

The district pays an annual district contribution equivalent to a 1% salary increase that funds the teacher's medigap retirement benefit. This contribution is in addition to the salaries on this schedule.

Effective: 07/01/10
June 1, 2010

Board Approval:

Longevity Change Effective: 7/1/07

GENERAL PROVISIONS -Applicable to Teachers' Salary Schedule

1. All teachers are employed subject to the Teachers' Salary Schedule adopted by the Board of Trustees of the Lancaster School District.

2. DEFINITION OF "CLASS" COLUMNS: (All columns are based on SEMESTER UNITS.)

CLASS "A" - Bachelor's Degree in field of education and related academic areas.

CLASS "B" - Bachelor's Degree in field of education and related academic areas PLUS 15 SEMESTER UNITS of upper division or graduate units pertinent to the

growth of the teacher in the field of education earned after the Bachelor's program. Units taken before the completion of the Bachelor's program which are recognized by the institute as applicable to post Bachelor's program shall be credited for column advancement on the salary schedule upon appropriate verification.

CLASS "C"- Bachelor's Degree in field of education and related academic areas PLUS 30 SEMESTER UNITS of upper division or graduate units pertinent to the growth of the teacher in the field of education earned after the Bachelor's program. Units taken before the completion of a Bachelor's program which are recognized by the institution as applicable to post Bachelor's program shall be credited for column advancement on the salary schedule upon appropriate verification.

CLASS "D"- Bachelor's Degree in field of education and related academic areas PLUS 45 SEMESTER UNITS of upper division or graduate units pertinent to the growth of the teacher in the field of education earned after the Bachelor's program or a Master's Degree in the field of education and related academic areas. Units taken before the completion of a Bachelor's program which are recognized by the institution as applicable to post Bachelor's programs shall be credited for column advancement on the salary schedule upon appropriate verification.

CLASS "E"- Master's Degree PLUS 15 SEMESTER UNITS of upper division or graduate units pertinent to the growth of the teacher in the field of education earned before or after the Master's program, but not included with the Master's program, or a Bachelor's Degree PLUS 60 SEMESTER UNITS of upper division or graduate units pertinent to the growth of the teacher in the field of education earned after the Bachelor's program. Units taken before the completion of a Bachelor's program which are recognized by the institution as applicable to post Bachelor's program shall be credited for column advancement on the salary schedule upon appropriate verification.

CLASS "F"- Master's Degree PLUS 30 SEMESTER UNITS of upper division or graduate units pertinent to the growth of the teacher in the field of education earned before or after the Master's program, but not included with the Master's program, or a Bachelor's Degree PLUS 75 SEMESTER UNITS of upper division or graduate units pertinent to the growth of the teacher in the field of education earned after the Bachelor's program. Units taken before the completion of a Bachelor's program which are recognized by the institution as applicable to post Bachelor's program shall be credited for column advancement on the salary schedule upon appropriate verification.

NOTE: Teacher moving to Class E or F must show by sealed official transcript or by a statement from the institution that total number of units required for their program and specifically the units used to qualify for the Master's Degree.

3. A teacher new to the Lancaster School District, without previous teaching experience, will be classified according to the requirements of the Teacher's Salary Schedule and be placed on Step 1 of the appropriate Class.

4. A teacher new to the Lancaster School District, with previous teaching experience, shall be given credit of one Step for each year of verified teaching experience to a maximum of eight (8) years, allowing placement on the ninth Step of the appropriate Class. *Special Education teachers shall be given credit to a maximum of thirteen (13) years. If the teacher vacates their Special Education assignment within their first three (3) years of employment they will be frozen at their entry level step on the salary schedule until they earn sufficient years of experience in Lancaster School District to advance further on the salary scale.
5. A Lancaster School District teacher on military leave of absence shall be given increment credit for each year of military service upon return.
6. Possession of an "earned" Ph.D. or Ed.D degree from an accredited college or university authorized to grant such degree shall entitle an employee to receive an additional sum of \$1,000 over and above his/her placement on the Teachers' Salary Schedule (effective July 1, 2006).
7. The advancement of the salary schedule shall be at the rate of one (1) step for each year of teaching experience. If a teacher is employed for at least three-fourths (3/4) of a school year, he/she shall be given credit for that year's experience for salary schedule advancement purposes.
8. Progress horizontally shall occur upon proof of completed coursework which must be turned in to the Human Resources Office by the last working day of September or January to have the effective reclassification dates of July 1 and January 1 apply. (Coursework must have been completed prior to September 1 or January 1). Proof of units completed may be accomplished by grade cards or letter from the college/university instructor, with sealed official college transcripts to be submitted within thirty (30) days after the date of reclassification.
9. Special Education teachers employed during the extended year program shall be paid at a pro-rate of their daily rate of pay and shall work a partial school day.
10. The hourly factor referred to in Article XXIII, Section 2.7.3 (summer school) shall be 80% of \$1.50 per student instructional hour.
11. Fully credentialed (Special Education Credential) Teachers will receive an annual \$2,500 stipend.

APPENDIX A-2
LANCASTER SCHOOL DISTRICT
(VI, OI, O&M, APE, ES, BTSA Facilitator, PAR Consulting Teacher, Reading Specialist)

2010/2011

176 Days

(6 furlough days excluded)

STEP	CLASS A BA	CLASS B BA+15	CLASS C BA+30	CLASS D BA+45 OR MA	CLASS E MA + 15 BA + 60	CLASS F MA+30 BA+75
1	37,038	40,366	43,707	47,039	50,369	53,702
2	38,701	42,034	45,371	48,701	52,038	55,368
3	40,366	43,707	47,039	50,369	53,702	57,037
4	42,034	45,371	48,701	52,038	55,368	58,699
5	43,707	47,039	50,369	53,702	57,037	60,371
6	45,371	48,701	52,038	55,368	58,699	62,033
7	47,039	50,369	53,702	57,037	60,371	63,705
8	48,701	52,038	55,368	58,699	62,033	65,365
9	50,369	53,702	57,037	60,371	63,705	67,037
10	52,038	55,368	58,699	62,033	65,365	68,699
11	53,702	57,037	60,371	63,705	67,037	70,369
12				65,365	68,699	72,029
13					70,369	73,702
14						75,367

Beginning with the fifteenth (15th) year of service in the Lancaster School District a \$2,000 anniversary increment shall be added to the salary. An additional \$2,000 service increment shall be added at the beginning of the twentieth (20th), twenty-fifth (25th), thirtieth (30th) and thirty-fifth (35th) year of service. An additional \$1,234 will be added to the fortieth (40th) year of service in the Lancaster School District. This increase shall be applied only to stipends and allowances calculated on the basis of basic salary.

The district pays an annual district contribution equivalent to a 1% salary increase that funds the teacher's medigap retirement benefit. This contribution is in addition to the salaries on this schedule.

Effective: 07/01/10

Board Approval:

June 1, 2010

Longevity Change Effective: 7/1/07

APPENDIX A-3
LANCASTER SCHOOL DISTRICT

EMERGENCY TEACHERS' SALARY SCHEDULE

2010/2011
176 Days
(6 furlough days excluded)

STEP	CLASS A BA	CLASS B BA+15	CLASS C BA+30	CLASS D BA+45
1	35,206	38,370	41,546	44,713
2	36,787	39,956	43,128	
3	38,370	41,546	44,713	
4	39,956	43,128		
5	41,546	44,713		

This salary schedule will reflect the salary for all non-credentialed teachers. Non-credentialed teachers hired by the Lancaster School District after May 1, 2003 will be restricted to columns A and B on the Emergency Teachers' Salary Schedule. The horizontal progress of non-credentialed teachers currently employed and located on column A will be limited to column B. Currently employed non-credentialed teachers who have already progressed beyond column B will be limited to step 3 on column C, step 1 on column D, or are on columns E or F, will be restricted to their current placement. When a non-credentialed teacher provides the HRS office with proof of credential completion they will be placed in the proper spot, according to qualified years of service and accepted units completed, on the standard teacher salary schedule. This proof will be a C-19 letter from the teachers' university.

(Currently employed non-credentialed teachers who have presented or will present their C-19 letters to HRS will be placed in the proper spot, according to qualified years of service and accepted units completed, on the standard teacher salary schedule.)

Effective: July 1, 2010
June 1, 2010

Board Approved:

APPENDIX A-4
LANCASTER SCHOOL DISTRICT

SPEECH TEACHERS' SALARY SCHEDULE

2010/2011
176 Days
(6 furlough days excluded)

STEP	CLASS A BA	CLASS B BA+15	CLASS C BA+30	CLASS D BA+45 OR MA	CLASS E MA + 15 BA + 60	CLASS F MA+30 BA+75
1	40,935	44,617	48,309	51,988	55,674	59,356
2	42,780	46,458	50,146	53,827	57,515	61,200
3	44,617	48,309	51,988	55,674	59,356	63,043
4	46,458	50,146	53,827	57,515	61,200	64,878
5	48,309	51,988	55,674	59,356	63,043	66,727
6	50,146	53,827	57,515	61,200	64,878	68,565
7	51,988	55,674	59,356	63,043	66,727	70,414
8	53,827	57,515	61,200	64,878	68,565	72,245
9	55,674	59,356	63,043	66,727	70,414	74,094
10	57,515	61,200	64,878	68,565	72,245	75,931
11	59,356	63,043	66,727	70,414	74,094	77,778
12				72,245	75,931	79,614
13					77,778	81,461
14						83,302

Beginning with the fifteenth (15th) year of service in the Lancaster School District a \$2,000 anniversary increment shall be added to the salary. An additional \$2,000 service increment shall be added at the beginning of the twentieth (20th), twenty-fifth (25th), thirtieth (30th) and thirty-fifth (35th) year of service. An additional \$1,234 will be added to the fortieth (40th) year of service in the Lancaster School District. This increase shall be applied only to stipends and allowances calculated on the basis of basic salary.

The district pays an annual district contribution equivalent to a 1% salary increase that funds the teacher's medigap retirement benefit. This contribution is in addition to the salaries on this schedule.

Effective: July 1, 2010
June 1, 2010

Board Approval:

Longevity Change Effective: 07/01/07

APPENDIX A-5
LANCASTER SCHOOL DISTRICT

LICENSED SPEECH/LANGUAGE PATHOLOGIST

SALARY SCHEDULE

2010/2011

176 Days

(6 furlough days excluded)

Years of Service in LSD	Salary	Daily Rate
1	\$74,734	\$424.63
2	\$76,792	\$436.32
3	\$78,863	\$448.09
4	\$80,915	\$459.74
5	\$82,985	\$471.51
16	\$85,043	\$483.20
20	\$87,112	\$494.95
25	\$89,168	\$506.64

Beginning with the fifteenth (15th) year of service in the Lancaster School District a \$2,000 anniversary increment shall be added to the salary. An additional \$2,000 service increment shall be added at the beginning of the twentieth (20th), twenty-fifth (25th), thirtieth (30th) and thirty-fifth (35th) year of service. An additional \$1,234 will be added to the fortieth (40th) year of service in the Lancaster School District. This increase shall be applied only to stipends and allowances calculated on the basis of basic salary.

The district pays an annual district contribution equivalent to a 1% salary increase that funds the teacher's medigap retirement benefit. This contribution is in addition to the salaries on this schedule.

Effective: 07/01/10
June 1, 2010

Board Approval:

APPENDIX B

PROCEDURAL GUIDELINES FOR THE EVALUATION OF THE INSTRUCTIONAL STAFF

1. Sequential Development for Formal Evaluation

- 1.1. In order that the process of evaluation be consistent with the stated philosophy and objectives of the Lancaster School District Evaluation Program, the following sequence in the evaluation process shall be followed:
 - 1.1.1. General Conference and Orientation of Staff - prior to the beginning of the school term.
 - 1.1.2. Pre-Observation Conference - during the first 30 working days of school.
 - 1.1.3. Initial Formal Observation - within first 60 working days of school.
 - 1.1.4. Post-Observation Conference - Mid-Course Correction - prior to December 20.
 - 1.1.5. Follow-up Observation(s) and/or Conference(s).
 - 1.1.6. Final Evaluative Conference
 - 1.1.6.1.1. "Intent to Discharge" Conference - prior to March 1

2. Implementation

- 2.1. The following guidelines shall be followed in the implementation of the sequential development of the evaluation process:
 - 2.1.1. General Conference and Orientation of Staff - Each immediate supervisor(s) will be responsible for the process of the Lancaster School District. Such orientation shall include the distribution of all instruments utilized in the evaluation process, a statement of philosophy and objectives of the evaluation program and a thorough explanation of each. Such orientation should take place prior to the official opening of school.
 - 2.1.2. Pre-Observation Conference - Each immediate supervisor(s) shall conduct a conference with each individual evaluatee prior to any formal observations. The purposes of the pre-observation conference are:
 - 2.1.2.1. Clarify any misconceptions of the total evaluation process that may have developed subsequent to the general conference and orientation of the staff.
 - 2.1.2.2. Discuss the general goals, objectives, methods and techniques that have been formulated by the

evaluatee for his/her particular teaching situation.
(Learning Plan)

- 2.1.2.3. Analyze the particular situation(s) in which the evaluatee will be performing his/her job.
 - 2.1.2.4. Schedule the initial formal observation at a time selected by the evaluatee and compatible with the total schedule of the evaluator.
 - 2.1.2.5. Schedule the post observation conference at a mutually agreed upon time as soon as possible after the formal observation.
- 2.1.3. Initial Formal Observation - The purposes of the initial formal observation are several:
- 2.1.3.1. To serve as the basis for further observation.
 - 2.1.3.2. To determine the objectives of the evaluatee.
 - 2.1.3.3. To determine whether the evaluatee accomplished his/her objective(s) for that particular teaching lesson.
 - 2.1.3.4. To observe the effect of the methods, strategies, procedures, techniques, and planning of the evaluatee in relation to his/her stated goals and objectives.
 - 2.1.3.5. To serve as the basis for the evaluation and improvement of the instructional performance and techniques of the evaluatee.
- 2.1.4. Post-Observation Conference - The post-observation conference should take place as soon as possible following the initial formal observation. The purposes of the post-observation conference are:
- 2.1.4.1. To provide a situation in which the evaluatee and the evaluator can cooperatively analyze the results of the initial formal observation.
 - 2.1.4.2. To provide a situation in which the evaluatee and the evaluator can cooperatively formulate plans by which the evaluatee may improve his/her instructional performance and techniques. Such plans should work from the evaluatee's strengths and aim toward improvement of weaknesses.
- 2.1.5. Follow-up Observation(s) and/or Conferences - Based upon the initial post-observation conference and the cooperative plans formulated therein, additional observations and conferences will be scheduled by the evaluator or requested by the evaluatee as indicated by each individual situation.

2.1.6. Final Evaluative Conference - The final evaluative conference represents the culmination of the total evaluation process for the school year and is based upon the following:

- 2.1.6.1. Goals and objectives of the evaluatee.
- 2.1.6.2. Cooperative plans of the evaluator and evaluatee.
- 2.1.6.3. Specific support and aid given by the evaluator.
- 2.1.6.4. Effort by the evaluatee in attempting to improve his/her instructional performance and technique.
- 2.1.6.5. The specific situation in which the evaluatee performed his/her job.

3. Formal Classroom Observation Commentary

3.1. The formal classroom observation commentary will be filled out in duplicate with one (1) copy retained by the evaluator and one (1) going to the evaluatee. Explanations for completion of this form by the evaluator are as follows:

3.1.1. Classroom Situation - This section describes the situation under which the evaluator made the observation. Included here are such data as:

- 3.1.1.1. Mutually agreed upon objectives
- 3.1.1.2. Ability grouping of class; i.e. homogeneous or heterogeneous.
- 3.1.1.3. Any special or atypical characteristics of the class composition or structure.
- 3.1.1.4. Any special or atypical characteristics of the environmental conditions in or around the classroom.

3.1.2. Observational Comments - This section is a statement of the specific data observed and conclusions reached by the evaluator from the specific classroom observation. All comments are to be stated in objective terms that are verifiable and observable.

3.1.3. Recommendations by Evaluator - This is for the recommendations of continuing activities agreed upon by the evaluator and the evaluatee to improve, if needed, instructional performance and techniques. It outlines action to be taken by the evaluatee and administrative support to be given by the evaluator.

3.1.4. Teacher Comments - This section is for the evaluatee to record his/her reactions to the total observation, conclusions, and recommendations made by the evaluator.

3.1.5. Signatures - These indicate only that the above took place and was received by both evaluator and evaluatee.

4. Final Evaluation

4.1. The final evaluation is a composite evaluation stemming from all data and conclusions gained from the classroom observation(s) and conference(s) by the evaluator. The evaluation commentary shall include, when applicable, comments relative to Sections 2.1.6.1 through 2.1.6.5 as listed under Final Evaluative Conference of these guidelines. The Final Evaluation - Standards of Performance, will be filled out in triplicate with one (1) copy retained by the evaluator, one (1) copy going to the evaluatee, and one (1) copy to be placed in the evaluatee's personnel file.

APPENDIX C
CATASTROPHIC LEAVE

8. CATASTROPHIC LEAVE BANK: A program offering assistance to unit members who receive a negative medical prognosis for themselves or the member's spouse, designated domestic partner, dependent child, or dependent parent which requires extensive member absences with the expectation of the member returning to work.
- 8.1. Creation
- 8.1.1. The Association and the District agree to create the Teachers Association of Lancaster Catastrophic Leave Bank effective January 1, 1992. The Catastrophic Leave Bank shall be funded in accordance with the terms of Section 8.2 below.
- 8.1.2. Days in the Catastrophic Leave Bank shall accumulate from year to year.
- 8.1.3. 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.
- 8.1.4. The TAL Catastrophic Leave Bank shall be administered by a three-(3) member Catastrophic Leave Bank Committee appointed by the President of the Association.
- 8.2. Eligibility and Contributions
- 8.2.1. All unit members on active duty with the District are eligible to contribute to TAL's Catastrophic Leave Bank.
- 8.2.2. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 8.2.3. Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible have a waiting period of thirty (30) duty days after joining the Bank before becoming eligible to withdraw from the Bank.
- 8.2.4. The contribution, on the appropriate form, will be authorized by the unit member and continued from year-to-year until canceled by the unit member.
- 8.2.5. Cancellation occurs automatically whenever a unit member fails to make his/her annual contribution or assessment. Cancellation, on the proper form, may be effected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave, previously authorized for contribution to the Bank, shall not be returned if the unit member effects cancellation.

- 8.2.6. Contributions may be made between July 1 and October 1 of each school year. Unit members returning from extended leave, which included the enrollment period, and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new unit members and those unit members returning from leave. The Association may conduct a membership drive in January and/or February annually to encourage membership in the catastrophic leave bank. Such additional memberships/contributions shall be added in January and February annually.
- 8.2.7. The annual rate of contribution by each participating unit 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 Education Code 44043.5.
- 8.2.8. If the number of days in the Bank, at the beginning of a school year, exceeds 1,000, no contribution shall be required of returning unit members. Unit members, however, who have drawn from the bank and have subsequently been able to return to work shall continue contributing one day per year to the bank until the amount withdrawn shall be repaid or until the unit member has terminated employment in the District. Those unit members joining the Catastrophic Leave Bank for the first time, and those returning from leave, shall be required to contribute one (1) day per year to the Bank until they have contributed at least five (5) days to the Bank. No member, except those who have withdrawn days from the bank, shall be required to contribute more than five (5) days unless the bank drops below 100 days as of July 1.
- 8.2.9. Unit members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank. Unit members currently employed in the District may contribute one (1) or more days to the bank beyond the required limitation of five (5) days.
- 8.3. Withdrawal from the Bank
- 8.3.1. Catastrophic Leave Bank 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 the unit member for over ten (10) consecutive duty days or incapacitates a member's spouse, designated domestic partner or dependent child for over ten consecutive days which requires the unit member to take time off work to care for that family member. If a reoccurrence or second illness or injury incapacitates a unit member within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive duty days.

- 8.3.2. Participants must use all sick leave (but, not differential leave) as defined in Article XX, Section 2.4, available to them before becoming eligible for withdrawal from the Bank.
- 8.3.3. Participants who have exhausted sick leave, but still have differential leave available, are eligible for a withdrawal from the Catastrophic Leave Bank. The District shall pay the participant full pay and the Bank shall be charged one-half (1/2) day.
- 8.3.3.1. Unit members may not use their regular or extended illness leave for family care, except as permitted by the Leave Article.
- 8.3.4. The first ten (10) duty days of illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay the first time said participant 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 participant's own sick leave, differential leave, or leave without pay.
- 8.3.5. If a participant is incapacitated, applications may be submitted to the committee by the participant's agent or member of the participant's family.
- 8.3.6. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) duty days. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed the statutory maximum of 180 work days while employed with the Lancaster School District and as part of the bargaining unit.
- 8.3.7. Participants applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the committee shall keep information regarding the nature of the illness confidential. A participant's withdrawal may not exceed the statutory maximum of 180 work days while employed with the Lancaster School District and as part of the bargaining unit.
- 8.3.8. If a participant has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the committee may require a medical review by a physician of the committee's choice at the participant's expense. The committee shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The committee may deny an extension of withdrawal the Catastrophic Leave Bank based upon the medical report. The participant may appeal any termination under the procedures outlined in Section 8.3.13 below.
- 8.3.9. Leave from the Bank may not be used for illness or disability which qualify the participant for Worker's Compensation benefits unless the participant has exhausted all Worker's Compensation leave, his/her own

sick leave and provided further that the member signs over any Worker's Compensation checks for temporary benefits to the District. If there are any Worker's Compensation checks signed over to the Board, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Worker's Compensation payment is equivalent to a regular day of pay at the negotiated rate for that participant. If the District challenges the Worker's Compensation claim, the participant may draw from the Bank, but upon settlement of the claim, the Bank shall be reimbursed the days by the District.

8.3.10. When the committee may reasonably presume that the applicant for a draw may be eligible for a Disability Award or Retirement under STRS or, if applicable, Social Security, the committee may request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify for further Catastrophic Leave Bank payments. Any requests for additional medical information from STRS or Social Security shall be submitted within ten (10) days or the participant's entitlement to Catastrophic Leave Bank payments will cease. If denied benefits by STRS or Social Security, the applicant must appeal or entitlement to the Catastrophic Leave Bank shall cease.

8.3.11. If the Catastrophic Leave Bank 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. If the committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.

8.3.12. Withdrawals shall become effective immediately upon exhaustion of sick leave or the waiting periods provided for in Sections 8.2.3 and 8.3.4, whichever is greater. For example, if a participant contributed when first eligible to contribute (Section 8.2.3) and had ten (10) days of accumulated sick leave when the illness began (Section 8.3.4), he/she shall begin withdrawing upon the eleventh (11th) duty day, if otherwise eligible. If the participant had fifteen (15) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the sixteenth (16th) duty day. If the participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the eleventh (11th) duty day.

8.3.13. Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within thirty (30) 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) duty days. The Executive Board shall issue a confidential written decision within fifteen (15) duty days of the hearing. If the participant's incapacitation does not allow participation in this

appeal process, the participant's agent or member of the family may process the appeal.

8.4. Administration of the Bank

- 8.4.1. The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the participants and to the District.
- 8.4.2. 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 type of illness or disability.
- 8.4.3. Applications shall be reviewed and decisions of the committee reported to the applicant, in writing, within ten (10) days of receipt of the application.
- 8.4.4. The committee shall keep all records confidential and shall not disclose the nature of the illness, except as necessary to process the request for withdrawal, and defend against any appeals of denials.
- 8.4.5. By November 1 of each school year, the District shall notify the committee of the following:
 - 8.4.5.1. The total number of accumulated days in the Bank on June 30th of the previous school year.
 - 8.4.5.2. The number of days contributed by the unit members for the current year.
 - 8.4.5.3. The names of participating unit members.
 - 8.4.5.4. The total number of days available in the Bank.
- 8.4.6. The District shall notify the committee twice annually of the following:
 - 8.4.6.1. The names of any additional unit members who have joined, in accordance with Section 2.
 - 8.4.6.2. The names of any unit members who have canceled participation, in accordance with Section 2.
 - 8.4.6.3. The total number of days in the Bank at the beginning of the previous quarter.
 - 8.4.6.4. The total number of days added to the Bank by new participants.

- 8.4.6.5. The total number of days awarded during the previous quarter and to whom they were awarded.
- 8.4.6.6. The total number of days remaining in the Bank on the last day of the quarter.
- 8.4.7. Any dispute between the committee and the District, as to the accounting of Catastrophic Leave Bank days, shall be immediately submitted to Binding Arbitration without the need to follow the earlier steps of the Grievance Procedure, as per Article VI. The Association and the District will meet in an attempt to resolve and/or clarify the issue(s) before proceeding to Arbitration as provided in Article VII.
- 8.4.8. If the Catastrophic Leave Bank is terminated, for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.
- 8.4.9. For the first year of implementation of this Catastrophic Leave Bank unit members volunteering to participate in the Bank will complete the necessary forms to contribute their first day of sick leave. This day shall be added to the Bank as soon as possible and will be available for use as administered pursuant to this policy and approved by the Catastrophic Leave Bank Committee.

APPENDIX E

INITIAL ASSIGNMENT OF TEACHERS TO A NEW SCHOOL SITE

The purpose of this agreement is to provide direction in the placement of teachers being assigned to a newly constructed school site.

1. District is to identify the number of positions to be staffed at the new school.
 - a. grade level (8,7,6)
 - b. subject area
2. District is to notify affected site(s) of the number of positions that will be displaced.
3. Existing teachers at affected sites will be given the option of going into the teaching pool of the new site, regardless of seniority. Teachers will be placed in the following order:
 - a. single subject credentials
 - b. multiple subject credentials
4. When a new middle school opens, current sixth grade teachers at affected schools may:
 - a. choose to go to the middle school
 - b. volunteer to be displaced to another site
 - c. choose an open position at their site if no one volunteers, the teacher at the site with the least district seniority will be displaced.
5. Teachers entering the sixth grade middle school pool will state school preference. Teachers will be placed at their "choice" school based on District seniority and credential.
6. Those teachers affected by displacement will follow contract language. (Teachers with the least District seniority will be those to go.) Grade level/subject assignment will be determined by credential/authorizations.
7. Teachers accepting assignments to the new sites will be allowed to transfer according to the guidelines contained in Article XVI.
8. After the procedures listed above, regular transfers to affected sites will take place in accordance with Article XVI of the contract.

APPENDIX F
YEAR-ROUND EDUCATION

The Lancaster School District and the Teachers Association of Lancaster have mutually agreed to archive the language concerning Year-Round Education. In the event that the District ever returns to a Year-Round calendar, the District and TAL will negotiate new Year-Round language, using this historical language as a point of reference.

ARTICLE XXVI

The purpose of this article is to bring together issues that are of specific concern to unit members assigned to a multi-track, Year-round Education Program. Except as specifically noted herein, all provisions of the master contract shall apply for unit members with year-round program.

1. DAYS AND HOURS OF WORK

- 1.1. The instructional day for unit members working on the Year-round Education schedule shall be:

Kindergarten	212 minutes per day with a 10-minute break
1 – 3	307 minutes per day with a 50-minute lunch and one 15-minute recess and one 20-minute recess
4 – 5	335 minutes per day with a 45-minute lunch and a 15-minute recess for each 150 minutes of continual instruction
6 – 8	340 minutes per day with a 48-minute lunch

- 1.2. Conference days/pupil free days will be included in each track of Year-Round Education.
- 1.3. Each unit member will receive 9 tracking days per school year. Tracking days are defined as days when students are released one (1) hour early. Unit members receive this free from assigned duties to complete their individual tracking in/out responsibilities or to attend a staff development inservice.
- 1.4. Unit members must be on duty at least thirty (30) minutes before the beginning of the class session and remain on duty for a reasonable length of time after the close of the students' regular school day. No assigned student supervision duties will be required for the 30 minutes before the beginning of class sessions. No assigned student supervision duties will be required before the beginning of class sessions or after the close of the students' instructional day.

A limited number of special events at the end of the instructional day may require supervisory duties by unit members; school site graduations, dances, etc.

In the event the site administrator declares inclement weather conditions prior to the start of the school day, the site inclement weather provisions will be implemented.

2. TRACK ASSIGNMENTS/TRANSFERS

- 2.1. Unit members who are currently at the school site adapting to a YRE schedule will have first preference for grade/track assignments. Unit members who have spouses in YRE will have requests honored to be placed on the same track. Tracks will be chosen with respect to filling grade level needs by track. The Principal and the site's unit members will together work out an agreement for track choices. Unit member's children will also be placed on the same track, when requested.

- 2.2. In the event that an equitable solution cannot be agreed upon with unit members within the same grade level having equal seniority at the site, the deciding factor will be seniority at the District level.
- 2.3. All site openings occurring after track assignments are agreed upon will be posted as to grade level and track assignment. Article XVI will be followed in filling vacancies in the YRE program.
- 2.4. Whenever a unit member transfers or is reassigned, to another track/schedule after the start of the school year, the unit member will receive the teacher substitute rate of pay for any days worked beyond the usual contracted number of days. If a unit member's transfer between track/schedule assignments results in less than the usual contracted number of days, the unit member will be allowed to work/substitute, at their daily rate of pay, for the number of days required to earn their full yearly compensation.
- 2.5. Two (2) unit members teaching at the same grade level on two (2) different tracks at the same site, may, with the approval of the site administrator, exchange track assignments for one (1) year. Unit members continuously gain seniority on the original track.

3. ROOM ASSIGNMENT

- 3.1. A unit member may volunteer to be a roving teacher. As a rover, the unit member will agree to move classrooms every four weeks. Each school site will have a checkoff list established for room preparation for the roving teachers coming in and out.
- 3.2. A review committee from the school will be chosen by the teachers to establish a fair policy for roving and identify exemptions, (e.g. kindergarten, rainbow classes, RSP, electives, and combination classes.) Non voluntary roving will be limited to one year. In the event that a solution cannot be reached, roving will be done according to site/grade level/department seniority, with least senior going first. All teachers will participate in the roving program at the school site, excluding exempted positions.

4. SUBSTITUTES

- 4.1. Off-duty District unit members will be placed on the substitute teacher list at their request and will be called on an equal basis with non-unit member substitutes.
- 4.2. An attempt will be made to give first preference to teachers who are already teaching in the grade level that is requested.
- 4.3. Teachers who wish to substitute during their intersessions may do so with the following compensation; substitute pay + 50%.
- 4.4. The rate for an off track LSD teacher substituting at a middle school is \$165.
- 4.5. It is understood that at some sites teachers have 1/6 assignments and that any substitute teacher, even off-track teacher, may not receive a prep period. This

situation may also occur on a block day when the absent teacher does not have a preparation period. It is also understood that while working as a substitute, an off-track teacher may be required to substitute in another room as needed during the work day, just as any substitute teacher would be required to do, without additional compensation.

- 4.6. Certificated teachers who substitute in Opportunity or Alternative Education classes will receive an additional \$25/day bonus.

5. LH SDC, SH SDC SUBSTITUTES

Lancaster School District teachers:

LH SDC, SH SDC = \$165.00 Elementary

LH SDC, SH SDC= \$180.00 Middle School

Retired Lancaster School District teachers:

LH SDC, SH SDC = \$165.00 Elementary

LH SDC, SH SDC= \$180.00 Middle School

Substitutes:

LH SDC, SH SDC = \$125.00

6. FLEXIBLE SCHEDULING

- 6.1. An attempt will be made to give first preference to teachers who are already teaching in the grade level that is requested.

- 6.1.1. A unit member teaching in an on-track assignment will be permitted to exchange a maximum of ten (10) instructional days with a unit member who is qualified to teach the unit member's assignment and who is at the time on intersession, on an off-track assignment, or on a break in the traditional calendar. A unit member may appeal in writing through his/her principal to the Superintendent for additional days.

- 6.1.2. An exchange arrangement will be agreed to between the two (2) unit members, signed by each, and approved by the site administrator.

- 6.1.3. The District shall be notified by the on-track unit member three (3) days prior to the exchange period. Such arrangements shall not impact other leaves set forth elsewhere in this contract. The District may agree to waive the three (3) day notice requirement on a case by case basis.

- 6.1.4. It shall be the responsibility of the unit members who agree to an exchange to fulfill their obligations as agreed.

- 6.2. All Rainbow RSP teachers and all other certificated unit members whose assignment is designated as Rainbow due to a multi-track year round assignment shall have an annual work year of 205 days. Rainbow staff may agree to work up to 212 days and shall receive their daily rate of pay. In instances where the employee agrees to work days beyond 212, he/she shall

be paid at the regular substitute rate for teachers. Agreement regarding additional days shall be reached 20 work days prior to the commencement of the additional days.

7. WORKING CONDITIONS

- 7.1. Unit members on a YRE track that moves from room to room following each intersession will be provided with a locked storage cabinet that will be moved by District personnel.
- 7.2. A storage room with workspace and access to storage carts will be provided at each school that operates on a multi-track YRE program.
- 7.3. Each classroom will have an inventory of standard equipment and instructional materials that are permanently housed in the classroom. Unit members will be responsible for all equipment and materials on the inventory list during the time they are assigned to the room and must account for all the materials and equipment each time they go on intersession.
- 7.4. All year-round classrooms and other areas used by students and unit members shall have operative refrigerated air conditioning systems.
- 7.5.** Notice that a change in schedule for a school that is under consideration shall be given to unit **z**
 - 7.5.1. Unit members shall be notified by June 1 of their tentative assignments (track, grade and subject) for the following year, and promptly notified of subsequent changes in their assignments.

8. ELEMENTARY MUSIC PROGRAM

- 8.1. Music teachers' schedules will be mutually arranged with the District.
9. Release time/student free days will be provided for unit members involved in year-round school planning before the individual schools' programs are adopted.
10. All staff and schedule/calendar changes relating to year-round school shall be subject to negotiations.

From Article III (Association Rights)

14.1 Article XXVI, Year-Round Education.

From Article IX (Class Size)

4.4 YRE RSP (X1.25):	Adjusted Contract Maximum:	35
	First Additional 3 hour aide:	38
	Second Additional 3 hr. aide:	44

From Article X (Hours of Work)

Year-Round

Kindergarten	212 minutes per day with a 10-minute break
1 – 3	307 minutes per day with a 50-minute lunch and one
	15-minute recess and one 20-minute recess
4 – 5	335 minutes per day with a 45-minute lunch and one
	15-minute recess for each 150 minutes of continual instruction
6 – 8	340 minutes per day with a 48-minute lunch

From Article XI (Work Days)

1.0 Definitions:

- (a) Year-round Certificated Staff - All unit members assigned to a 172 working day calendar, plus 18 hours of staff development.
 - (b) Extended-year Certificated Staff - All unit members whose assignment is a 172 working day calendar, plus 18 hours of staff development, with up to an optional 40 days.
 - (c) Rainbow Certificated Staff - All unit members whose assignment is 205 days, plus 18 hours of staff development.
2. The calendar year for the term of this Agreement shall be 172 working days for year-round assignments (173 working days for teachers new to the District). The calendar year shall consist of 170 days of classroom instruction and two (2) days of non-classroom instruction. Unit members assigned to a year-round education schedule are referred to Article XXVI, "Year-Round Education" concerning hours of work on a year-round education schedule. All unit members whose assignment is designated extended year shall be assigned to an extended year calendar with 172 working days with up to an optional 40 days. All unit members whose assignment is designated as Rainbow shall have an annual work year of 205 days. Extended-year and Rainbow staff may agree to work up to 212 days and shall receive their daily rate of pay. In instances where the employee agrees to work beyond 212 days, he/she shall be paid at the regular substitute rate for teachers. Agreement regarding additional days shall be reached 20 working days prior to the commencement of the additional days. All calendars include an additional 18 hours of staff development.

From Article XVI (Transfer and Reassignment)

15. TRACK/GRADE POSITION ASSIGNMENTS

- 15.1. It is agreed that when a growth class is added to a track it will be considered a "junior" class, which, should enrollment fluctuate, would be the class eliminated, leaving the already existing "senior" position intact.

- 15.1.1. Definition – growth class is a class established to accommodate increased enrollment after the start of the school year.
- 15.2. Teachers who transfer into a “junior” position may not displace a teacher in the “senior” position even if the “junior” position teacher possesses more district seniority. (Unless the “senior” person is being displaced from the school site.)
- 15.3. If the elimination of the “junior” position involves displacement of the “junior” position teacher to another site, the teacher shall be assigned in accordance with Section 12.0 of this article.
- 15.4. Postings for new positions will indicate if the position being filled is “junior” so teachers can consider the risk when opting for transfers to another site.

16. YEAR-ROUND TRACK DISLODGMET

- 16.1. Dislodgment occurs when a track within a site has declining enrollment and is losing teaching positions on that track as a result.
 - 16.1.1. A unit member may volunteer to be dislodged.
 - 16.1.2. If there are no volunteers, the least site senior unit member on the track shall be dislodged.
- 16.2. Upon the identification of the dislodged unit member(s) and the grade level openings on track, as determined by the site administrator, the principal and unit members(s) may work out, together, an agreement as to grade level and track placement. If an equitable solution cannot be agreed upon with the unit member(s), the deciding factor will be seniority at the site level.
- 16.3. If a teacher is dislodged from their track of choice, that teacher shall be offered any remaining available open positions(s) at their site before being displaced to another site.
- 16.4. Dislodged teachers who are moved to another track/school site during the school year shall have first priority should a position become available at the original track/school site. (Section 4.0 of this article.)

From Article XXI (Basic Salary)

- 3.7.1 Unit members on the year round program who volunteer to work on site/district committees while off-track shall be compensated at the established hourly rate of summer work.

4. OFF TRACK INTERSESSION RATE

The District will pay —off track|| intersession teachers at a rate of \$35.00 per hour of instructional time.

7. LONG TERM SUBSTITUTING—OFF-TRACK

The District and the Association agree that there is a need to provide long term coverage for classes where teachers are not available.

- 7.1. These positions will be posted throughout the District following the posting requirements of the Agreement.
- 7.2. Certificated personnel who are assigned to long-term substitute while they are off-track will be paid the same rate that is applied for substituting in a Special Day Class.
- 7.3. The substituting teacher must agree to provide instruction for the class for the entire length of their off-track time. They may be allowed to take a maximum of two (2) days off without any change in the daily rate of pay. If more than two (2) days are missed, then the rate of pay will revert back to the regular rate for substituting.
- 7.4. A teacher who is substituting in a long-term situation at a Middle School will not be required to substitute in another class during their preparation period without compensation to allow them the time needed to prepare for their assignment. The substituting teacher will be expected to attend staff meetings and perform normal teaching duties.

From Article XXIII (Summer School/Intersession)

- 4.0 Individual year round education school sites shall draft or select plans or programs for their school site according to the guidelines given by the District.
- 5.0 School Site Intersession Planning Committees shall consist of at least one teacher per track and other personnel (not to exceed the number of teachers).
 - 5.1 School Site Intersession Planning Committees shall draft or select plans or programs to be submitted to the District for approval.
 - 5.2 No actions shall be undertaken to implement the school site's plan prior to District approval.

APPENDIX G

STIPENDS

The language below was archived by the Lancaster School District and the Teachers Association of Lancaster during negotiations during the 2009/2010 school year and is retained for historical information only. This language is compiled from various articles in this contract as a point of reference in the event that stipends are reviewed in the future.

From Article XXI

3.1. District Funded

Elementary Honor Strings	\$1,422
Honor Orchestra Director	\$1,422
Honor Band Director (Gr. 4-5)	\$1,422
Honor Stage Band Director	\$1,422
Honor Choir Director	\$1,422
Marching Band Director	\$1,671

3.2. Individual schools will receive the following amount for special assignments:

Middle Schools	\$6,323
Elementary Schools:	
Under 500 students	\$2,000
501-750 students	\$3,000
751-1000 students	\$4,000
1001-1250 students	\$5,000

(Based on actual ending enrollments of the previous school year.)

Said amounts are to be allocated jointly by interested site certificated staff and administration to site bargaining unit members as pay for special extra curricular assignments.

First consideration for filling these positions shall be given to unit members of each school site. Site unit members shall be informed of the availability of these positions by school bulletin. These special extra curricular assignments shall be performed outside regular school hours, unless unusual circumstances require otherwise. In the event budget reductions cause the district to reduce the amount of funds available for special assignments, all schools will receive the same percentage of reduction.

3.3. The following criteria will be considered in determining pay for special assignments:

- 3.3.1. Hours Involved - to include the total number of hours necessary to prepare for and to conduct the activity.
- 3.3.2. Number of Students Participating - to include the number of students who remain in the activity throughout the major portion of the season or year.

- 3.3.3. Weekend, Holiday Time - to identify the extent of "premium" time required in the supervision of the activity.
- 3.3.4. Travel, Bus Supervision - to recognize the extent of bus supervision.
- 3.3.5. Qualifications to perform the service.
- 3.4. The District recognizes the Speech Department Chairperson, the Music Department Chairperson, the Intinerant Chairperson, the SDC Department Chairperson, the Resource Chairperson, and the Alternative Education Chairperson. Chairpersons shall be elected to a two (2) year term by a vote of their respective constituencies. District level Department Chair stipends shall be 2% of basic salary for the first year, and 4% thereafter. For the purpose of this section only, District longevity shall be considered a part of basic salary for the purpose of computing the stipends.

3.5. GATE STIPEND

Site allocations will be figured on a per pupil basis, using the number of students who qualify for the GATE Program at the end of the Spring Testing Period (results to our CIA office no later than the close of school each June).

Every GATE Contact Teacher will receive a base stipend of \$750. Additionally, Contact Teachers will receive additional moneys based on the number of students they serve:

0-10	=	\$750			
11-20	=	\$750	+	\$75	= \$825
21-31	=	\$750	+	\$150	= \$900
31-40	=	\$750	+	\$225	= \$975
41-50	=	\$750	+	\$300	= \$1,050
51-60	=	\$750	+	\$375	= \$1,125
61-70	=	\$750	+	\$450	= \$1,200
71-80	=	\$750	+	\$525	= \$1,275
81-90	=	\$750	+	\$600	= \$1,350
91-100	=	\$750	+	\$675	= \$1,425
101-up	=	4750	+	\$750	= \$1,500

These stipends will be taken out of the site allocation. The remainder of the site allocation will be budgeted per the GATE Site Plan to support the instructional program. This will include budgeting money to pay the GATE Contact Teacher, or other teachers teaching GATE units. All budget expenditures must be written into the site plan and approved by the principal.

From Article XXI (Basic Salary)

3.17 Teachers will be limited to one (1) district level stipend (Intern and Intersession Coordinator) unless no other qualified staff applied and was approved for these assignments.

From Article XXX (Peer Assistance/Peer Review and BTSA Programs)

2. Teachers serving on the Review Panel shall receive a stipend annually. This stipend will increase each year by the same percentage as the salary schedule.

From Appendix E (Initial Assignment of Teachers to a New School Site)

7. Track selection for all teachers will be done according to the guidelines established in Article XXXI, Section 2.0, Track Assignments. All teachers assigned to the new site will have equal site seniority for the purpose of track assignment.
8. District seniority will take priority over spousal alignment at a new site for initial track selection.