# Principal Handbook Lemon Grove School District 2021-22 School Year 

## Welcome

Leadership is second only to classroom instruction among all school-related factors that contribute to what students learn at school. While evidence about leadership effects on student learning can be confusing to interpret, much of the existing research actually underestimates its effects. The total (direct and indirect) effects of leadership on student learning account for about a quarter of total school effects.... This evidence supports the present widespread interest in improving leadership as a key to the successful implementation of large-scale reform....

Despite a continued and intense local, state, and federal focus on school turnaround over the past 15 years, improvement efforts have yielded mixed results, with individual turnaround schools appearing as islands of excellence in a sea of otherwise frustrated expectations. What educators and policymakers have learned during this period of intense focus on turnaround is that the always-challenging endeavor of significantly improving the performance of individual schools is most likely to be successful when receiving support from beyond the individual school and its community.

To the extent that this broader system — state, district, school — is recast to actively support dramatic school improvement across the board, it will allow us to progress beyond the current state of having islands of excellence to a point where all schools are able to provide all students with the education they deserve.
> "School-level Ieadership is most productive when couched within a supportive and consistent district-level leadership that sets the vision and expectations but is willing to step back and take the risk of allowing the principal of the school to lead with autonomy."

## Purpose of Handbook

As a Cabinet team we commit to building trust, clarity \& consistency. To that end we have designed this Principal Handbook to be a resource to site and district leaders. The Principal Handbook is a living document whose links and information will be updated throughout the school year. As we strive to create clarity and coherence across the district we know we may not always "get it right". We appreciate your grace \& patience. We believe in you!

## Leadership Stance

"Harness the power of the people around you."
The Multiplier Effect: Tapping the Genius in our Schools is an invitation to leaders across education to operate as Multipliers, accessing and channeling the intelligence, talent, and creativity of the people around them.

The Five Types of Diminishers and Multipliers

| Diminishers | Multipliers |
| :--- | :--- | :--- |\(\left|\begin{array}{ll}The Tyrant - Creates a <br>

tense environment that <br>
suppresses people's <br>
thinking and capabilities\end{array} \quad $$
\begin{array}{l}\text { The Liberator - Creates an } \\
\text { Work } \\
\text { intense environment that } \\
\text { requires people's best } \\
\text { thinking and work }\end{array}
$$\right|\)

## Table of Contents

## 1. District Overview

- Mission \& Vision
- Strategic Plan
- LCAP
- MTSS Playbook
- Management Team Members
- AP Role \& Responsibilities
- District Slides Template \& Logos
- District Calendar
- Board Committee Meeting Assignments
- Principal Evaluation


## 2. Human Resources

- Human Resources Team Members
- Claudia Bender, Interim Executive Director of Human Resources cbender@lemongrovesd.net
- Vacant, Admin. Secretary II - Confidential
- Jose Gonzalez, Certificated HR Specialist - Confidential jgonzalez@lemongrovesd.net
- Madeline Damasceno, Classified HR Specialist - Confidential mdamasceno@lemongrovesd.net
- Amanda Jackson, Human Resources Technician and Personnel Clerk ajackson@lemongrovesd.net
- LGTA Contract (Note Evaluation Timelines pg. 32-33)
- CSEA Contract (In process of being negotiated for 21-22)
- FRISK Manual (please refer to your printed FRISK Manual)


## 3. Business Services

- Business Org Chart


## 4. Fiscal

- Fiscal Org Chart
- Assigned Accountants(Site \& District Breakdown Chart)

|  | Accountant | Program Accountant |
| :---: | :---: | :---: |
|  | Lisa Waller | Vacant |
| School Site Budgets |  |  |
| 010 LGAM | $\checkmark$ | $\square$ |
| 020 LGAE | $\checkmark$ | $\square$ |
| 030 VLMA | $\checkmark$ | $\square$ |
| 040 MH | $\checkmark$ | $\square$ |
| 050 SM | $\checkmark$ |  |
| 070 SA | $\checkmark$ | $\square$ |
| 080 MV | $\checkmark$ | $\square$ |
| Department Budgets |  |  |
| 091 - Tech | $\checkmark$ | $\square$ |
| 092 - Superintendent | $\checkmark$ | $\square$ |
| 093 - Ed Services | $\checkmark$ | $\square$ |
| 094 - Fiscal Services | $\square$ | $\square$ |
| 095 - Human Resources | $\checkmark$ | $\square$ |
| 097 - Student Services | $\square$ | $\checkmark$ |
| 098 - Business Services | $\square$ | $\square$ |
|  |  |  |
| Program Budgets |  |  |
| 090 - MOS (Routine Restricted Maintenance | $\square$ | $\checkmark$ |
| 096-SPED | $\square$ | $\checkmark$ |
| 190 - ASES - ELP | $\square$ | $\checkmark$ |
| 120 - CNS | $\square$ | $\checkmark$ |
| 150 - Preschool | $\square$ | $\checkmark$ |
| CSPP - 6105000 | $\square$ | $\checkmark$ |
| QPI Block Grant - 9010160 | $\square$ | $\checkmark$ |
| AKA Headstart - 5810xxx | $\square$ | $\checkmark$ |
|  |  |  |

- Lisa Waller - Iwaller@lemongrovesd.net
- School Site \& District Budget Support
- Vacant - [link new person email]
- Program Budget Support
- Budget tools - Your sites budget is broken down into chart strings:

FUND-RESOURCE-GOAL-FUNCTION-OBJECT-SITE-OPERATING UNIT. The chart string tells the accounting story/description of what your budget has been set up for.

- Revised Budget Summary Report - This report is handy for keeping track of what is available on your budget. Please keep in mind that this is a report that shows actual expenses posted to the general ledger. If you need to increase/create a new budget line, a Budget transfer will need to be submitted.
- Budget Transfers (non-personnel) If funds need to be transferred into a new or existing line, the funds will need to be taken from somewhere else in your budget. Please note inter-resource budget transfers are not allowed.
- Staffing Changes
- LCAP Identification
- Frequently Used Objects
- Position Estimator
- Site Allocations
- By Resource (link FY allocation method)
- 0000001 - One comprehensive rate based on estimated enrollment as projected in February of the preceding year for budget development. Comprehensive rate includes procurement for: student materials, health office materials, office and admin materials
- 0000290 - Donation Balances carried forward from previous year unspent funds. Must be spent in accordance with the purpose of donation.
- 0000790 - LCFF
- 1100030 - Additional student supplies and field trips
- 3010030 - Title 1
- 3010031 - Title 1 Parent Engagement
- Cash Handling
- Tips \& Requirements - Cash Handling
- District office must be notified of cash being sent to the district.
- Contracts
- Helpful Information
- Contracts may only be executed by Board Designee:
- Contracts $\$ 0$ - $\$ 25,000$, to be signed by CBO Sheree Stopper
- Contracts $\$ 25,001-\$ 30,000$, to be signed by Superintendent


## Erica Balakian

- For Contracts over $\$ 30,00$, must be taken to board for approval.
- Must list full scope of work/services to be rendered.
- Available budget and any necessary transfers complete
- All required documents in order
- Submit full packet for review/approval to the Contract Approval Google Form
- Types of Contracts
- Assembly/Presentation/Training Services agreement
- Under \$25k (within CBO signing limit)
- Under $\$ 30 \mathrm{k}$ (within Superintendent signing limit)
- Independent Contractor Agreement (ICA)
- Field Services Contract (maintenance/construction/public works)
- Required Attachments
- W-9
- Fingerprint Compliance
- Fingerprinting form is required when a vendor will be coming onsite while students are present, working with or near students.
- Waiver may be submitted when a vendor will not be around children or if this is a remote service. Will also be considered for limited circumstances.
- Indemnification Statement from principal/manager stating they will be responsible for the vendor on site will be needed if submitting a waiver form for while students are present on site.
- Insurance Compliance - Certificate of insurance must name the District as the certificate holder \& additional insured. Term must cover the duration of the services rendered.
- Hold Harmless/Indemnification Waiver may be requested to be used in instances where the service being performed does not rise to the cost (dollar value) or risk threshold that would necessitate the use of the County Counsel's recommended
insurance limits and coverage to be evidenced by the performing individual would either be impossible to secure or would more than offset their contract revenue.
- Purchasing - Secretaries have been granted access to create requisitions for Purchase orders in peoplesoft. When approving requisitions, you will need to verify that any backup documents necessary such as quotes or contracts have been attached and fully executed. Missing or incomplete documentation may result in your PO being delayed in processing or rejected by purchasing.
- Amazon Purchasing Guidelines
- Approve or Deny Requisitions
- Bid Limit Information (as of 1/1/2021)
- Budget Status Report
- Expenditure Report
- Purchasing Procedures
- Student Accident Reporting - All Health clerks \& Secretaries have access to the IPA reporting website to submit a student accident report. Please take detailed notes about injury, date/time/place, all witness names and statements, take photos of location, injury if appropriate.
- Student Accident Report Procedure
- Student Accident Reporting Form


## 5. Educational Services

- Ed Srvcs Org Chart
- Summer Learning Institute
- Tools for Cultivating Genius
- Ed Learn Schedule
- AMP Schedule
- Priority Standards
- Curriculum Matrix
- Grade Level Reading Expectations (Being updated)
- Principal Learning Networks
- Elementary Report Cards
- Elementary Report Card Timeline
- Middle School Report Card Timeline
- Required School Plans
- Translation Requests
- ELAC Training Materials (English, Spanish coming soon)


## 6. Special Education

- LGSD Special Education Manual 21-22
- Staff Org Chart
- District 4-year Inclusion Plan
- Special Education \& Student Services folder
- IEP Master Calendar: All IEP meetings should be scheduled for the entire 21-22 school year within the first 30 days of school. Work with your IEP teams to complete.
- Special Education Service Provider Roles \& Responsibilities
- School Psychologists
- SCHOOL SPACE NEEDED: We have 5 school psychologists in the district, who typically share responsibilities at 1-2 school sites. They will need a consistent office space at each school site that is confidential in order to conduct testing as well as hold confidential conversations. If shared, a schedule will need to be created for the sharing members so that the school psychologist will be able to have privacy for certain activities.
- SUPERVISION STRUCTURE: Leanne Gattegno, the program specialist, is the direct supervisor for the school psychologists. If unavailable, Rebecca Burton, Executive Director of Special Education and Student Services, is there to supervise. For evaluations, Leanne will connect with principals to collect feedback and present this information in the school psychologists evaluations. Principals are welcomed to join evaluation meetings upon request.
- MAIN DUTIES:
- Conduct initial evaluations to determine if a student is eligible for special education services; conduct ongoing evaluations for students with IEP's
- May be assigned to provide DIS counseling and ERMHS services for students with IEP's (mental health services through the IEP), as well as mental health assessments for the IEP
- Provide consultation support around effectively supporting students with IEP's in the classroom
- May be assigned to provide services to parents to help them better understand their child's IEP
- Assists with MTSS and building effective interventions at the school site
- Occupational Therapists (OT's) OT Fact Sheet here
- SCHOOL SPACE NEEDED: OT's and APE have a "home base" at San Altos. At each school site, there needs to be a room available for reservation for OT's to come and pull students for services. Work with your assigned OT to discuss what space(s) they will use.
- SUPERVISION STRUCTURE: Leanne Gattegno, the program specialist, is the direct supervisor for the Occupational Therapists. If unavailable, Rebecca Burton, Executive Director of Special Education and Student Services, is there to supervise. For evaluations, Leanne will connect with principals to collect feedback and present this information in the OT evaluations.
- MAIN DUTIES:
- Provide OT services to students with IEP's, which may look like: environmental analysis \& consultation, mobility training, handwriting support, assistive technology, life skills, behavior support, sensory regulation, transition planning, etc.
- Conduct OT evaluations to determine if a student requires Occupational Therapy in order to access their learning environment, identify strengths \& needs with OT, and/or determine progress with OT IEP goals
- Adapted Physical Education (APE) APE Fact Sheet here
- SCHOOL SPACE NEEDED: OT's and APE have a "home base" at San Altos. At each school site, there needs to be an outdoor area available to use for APE services, as well as an indoor area available for reservation for the APE provider to come and pull students for services. Work with your assigned APE provider to discuss what space(s) they will use.
- SUPERVISION STRUCTURE: Leanne Gattegno, the program specialist, is the direct supervisor for the APE provider. If unavailable, Rebecca Burton, Executive Director of Special Education and Student Services, is there to supervise. For evaluations, Leanne will connect with principals to collect feedback and present this information in the APE evaluations.
- MAIN DUTIES:
- Provide APE services to students with IEP's, which may look like a specially designed physical education program adapted to meet students' physical needs and long-term goals
- Conduct APE evaluations to determine if a student requires APE in order to access their physical education class, identify strengths \& needs with APE, and/or determine progress with APE IEP goals
- Speech and Language Pathologists (SLP's) SLP Fact Sheet here
- SCHOOL SPACE NEEDED: SLP's will need an office or small classroom assigned to them full-time. It will need enough space to bring in a small group of students, have a desk, and instructional materials (include white boards or smart board/projector).
- SUPERVISION STRUCTURE: The SLP's have historically been supervised by the school site principal, and will now be changed to be supervised by Leanne Gattegno, the program specialist. If unavailable, Rebecca Burton, Executive Director of Special Education and Student Services, is there to supervise. For evaluations, Leanne will connect with principals to ask if they would like to be present for evaluations;
principals or AP's will collaboratively develop evaluation documents with the program specialist.
- MAIN DUTIES:
- Provide language and speech (LAS) services to students with IEP's, which may look like: increasing phonological awareness, improving social pragmatic skills and language, improving articulation, increasing vocabulary and improving grammar, etc.
- Conduct speech and language evaluations to determine if a student requires speech services in order to access the general education curriculum, identify strengths \& needs with language, and/or determine progress with LAS IEP goals
- Speech and Language Pathologist Assistants (SLPA's) What do SLPA's do?
- SCHOOL SPACE NEEDED: There are 2 SLPA's for the district next year. SLPA's will share the assigned SLP space when they are present at your school site. If needed, they may request an additional space to meet with students, so that both the SLP and SLPA may see students at the same time.
- SUPERVISION STRUCTURE: SLPA's will be supervised by Leanne Gattegno, program specialist. The clinical supervision for a SLPA will be completed by one of the qualified SLP's.
- IEP Admin Designees
- A principal or AP must be present at each IEP meeting for the school year. (This is why it is critical to meet with your IEP teams at the start of the year to schedule IEP meetings at times that don't conflict with other major events). In the unexpected times where there is no school admin available, such as when there is a conference or other unusual circumstance, then you may request support for IEP meetings. Email Leanne Gattegno with as much advance notice as possible in order to accommodate your needs. Without at least two weeks' notice, the department may not be able to accommodate the request, but will do the best they can.
- Substitute Days
- For IEP meetings, at least one general education teacher must be present for the entire meeting. As much as possible, plan to hold IEP meetings at times where there is the least amount of disruption for the classroom as possible. For secondary, for example, please consider holding IEP meetings during teacher prep periods. Request substitute coverage for general education teachers if they are pulled during their typical instructional times. Each site will be provided up to 24 roving substitute teachers per year to help with preschool to 8th grade Student Success/Study Team meetings and/or IEP meetings. It is critical to have IEP meetings scheduled at the beginning of the year, so that substitute requests may also be submitted at the start of the year well in advance and ensure coverage.
- Special Education teachers have two days per year available to them to request a substitute, to allow them to work on IEP paperwork and testing. Please work with your staff to identify the best days as early as possible in the year, to ensure they are able to get their substitute. The two (2) days shall be pre-determined and approved in advance by the Principal and Program Specialist, and subject to availability of substitutes.
- Special Education \& Student Services PD's and training supports:
- DISTRICT ED LEARN WEDNESDAY PD'S: The district special education department will host a special education PD at each District Ed Learn Wednesday after the keynote presentation. Key topics will include:
- Wilson Reading Interventions
- Co-Teaching Practices
- IEP writing
- Data gathering and progress monitoring
- IEP meeting facilitation
- Placement Considerations
- Behavior supports and services
- SPED SCHOOL SITE PD'S: The district special education department will support your school site with a required minimum of one PD on a special education topic, geared for your particular site from a selection of developed PD's. You may request more PD's at your discretion, and the department would love to support you. Topics to select from: Universal Design for

Learning (UDL), Autism, Specific Learning Disability (SLD), Attention Deficit Hyperactivity Disorder (ADHD), Emotional Disturbance (ED), and Co-Teaching Practices.

- STUDENT SERVICES SCHOOL SITE PD'S: All school sites must present their behavior expectations policy and procedure PD within the first month of school. The student services department will be happy to collaborate with and assist you with this PD. In addition, students will be taking an SEL survey $3 x$ during the 21-22 school year. There is a PD presentation on the SEL survey purpose and procedure, which the department can present for you, or you can present yourself. Other topics to select from: Restorative Practices, 504 plans, Trauma-Informed Practices, Social Emotional Learning (SEL), Attendance Policies \& Practices, Supporting Homeless and Foster Youth, Parent \& Family Engagement Practices.


## 7. Student Services

## General Student Services

- Behavior Policy Template
- Behavior Incident documentation and tracking policies
- Suspension/Expulsion Policies \& Procedures
- 504 Plans
- Attendance
- Chronic Absenteeism, SART, SARB
- Panorama Education
- Social Worker role \& responsibilities

Health Services

- COVID-19
- Vaccination Policies
- Student Medications
- Peanut Free Tables
- Nurse role \& responsibilities

Parent and Family Engagement

- Parent \& Family Engagement Website
- Parent and Family Engagement calendar
- Parent and Family Engagement Centers
- Parent Volunteer Coordinators
- Parent and Family Engagement Leads


## 8. Technology

- Staff - Org Chart
- Fresh Help Desk Ticketing
- LGSD Technology Programs
- Classroom Technology and Standards
- Student Devices
- Assignments by grade level
- Take home plan
- Smart Boards
- Implementation plan
- Training
- Tier 3 Technology
- Hotspots
- Homework Devices (stay-at-home)


## 9. Child Nutrition Services

- Income Forms
- Brief Explanation of why
- Link
- Deadlines
- CEP Sites
- What does this mean? Explain base year and new forms
- Breakfast
- What does this mean?
- Lunch
- Supper
- Snacks
- Summer
- Field Trip Sack Lunch Requests (google form)
- Adult Food Sales
- Catering Orders


## 10. Expanded Learning Programs (EDP?)

## 11. Maintenance and Operations

- Work Orders
- Maintenance, Repairs, Emergencies (Not FACILITIES)


## 12. Facilities Requests

- Project Requests
- Facilities Desires


## 13. Student Body (ASB)

- Annual Training
- Cash Handling


## School Resources

* Principals, please hyperlink your documents


## Staff Lists

- LGAE
- LGAM
- Monterey Heights
- Mount Vernon
- San Altos
- San Miguel
- Vista La Mesa
- Virtual Academy
- Preschool


## Bell Schedules

- LGAE
- LGAM
- Monterey Heights
- Mount Vernon
- San Altos
- San Miguel
- Vista La Mesa
- Virtual Academy
- Preschool


## Instructional Schedules

- LGAE
- LGAM
- Monterey Heights
- Mount Vernon
- San Altos
- San Miguel
- Vista La Mesa
- Virtual Academy
- Preschool


## JEDI Team Members

## Site Tech Leads (pg. ?? of LGTA contract)

## Site Testing Coordinators

## Parent \& Family Engagement Lead

## Important Dates

Principals, please provide date \& time next to you school site name in linked document * Elementary sites must NOT overlap with LGAM or Preschool dates/times

Back to School Night (Within first 3 weeks of school - by September 9th)
Board Meeting Sign Ups (Please sign up to do a short site presentation at a Board meeting during the 21-22 school year)

Open House

Promotion (Last week of school: June 6-9)

## Reminders:

Parent \& Family Updates: At least monthly, Principals should send out information to parents \& families. Please copy Erica, the School Board members and Azucena on your parent communication.

Staff Updates: Principals should send out a weekly update to staff. Please copy Cabinet on your weekly staff communication.

Conversation with Cabinet: Principals may request time on a Cabinet agenda to share program updates, celebrations or discuss concerns with the Cabinet team. Please contact Michelle Flores if you wish to schedule some time with Cabinet. Cabinet meets weekly on Tuesday afternoons from 12pm-3pm.

# STRATEGIC PLAN 

## Lemon Grove Learners are diverse, unique, resilient, inquisitive, compassionate, and limitless.

## Lemon <br> Grove

## LGSD STRATEGIC PLAN / INTRODUCTION

## OUR CORE BELIEFS

1. School Culture is the foundation of teacher effectiveness and student achievement.
2. In order to create environments where teachers are fully supported in achieving positive student outcomes, school leaders must possess the leadership and management skills needed to interchangeably address instruction, school operations, and the administrative functions of school sites on a daily basis.
3. Great schools cannot exist without development and support for the adults who surround our students.
4. A shared vision for great instruction, adoption of a strong curriculum with support for implementation, and a culture of high expectations are critical levers for school transformation.
5. We believe that school communities and families must work together as equal partners to accelerate student outcomes and support all students to succeed in their choice of college, military, career and life.
6. Resources and support from community partners and the collective action of communities is key to equitably serving schools.
7. We prioritize implementation of strong operational systems at both the district and school-level.
8. We will build a culture of empowering ALL staff and teachers through effective delegation and shared responsibility. We cannot be successful if we wait for the "one expert" on high to drive the system forward.


## MISSION

- The Lemon Grove Learner is diverse, unique, resilient, inquisitive, compassionate, and limitless.
- We believe that caring relationships based on integrity, honesty, and respect for diversity are essential to learning.
- When our Lemon Grove Learners leave Lemon Grove School District they will know and be able to recognize their significance and potential, and they will use their 21st-century learning experiences to thrive as tomorrow's leaders, workers, and democratic citizens.

LEMON GROVE LEARNERS ARE TOMORROW'S LEADERS, WORKERS, AND CITIZENS

## ALIGNING OUR SYSTEM

Our aim to ensure the work we are targeting is aligned across the board. To do this, we will need clarity, commitment, communication \& collaboration across all levels and departments.

## WHAT IS MTSS?

MTSS offers the potential to create needed systematic change through intentional design and redesign of services and supports to quickly identify and match to the needs of all students, through a data-based decision-making process.

## MULTI-TIERED SYSTEM OF SUPPORT

Family \& Community Engagement

Administrative Leadership Integrated Education

Inclusive Policy \& Practice

## LEMON GROVES CHOOL DISTRYCT

PRIORITY ONE
Fostering Student Growth,
Leadership \& Achievement


## PRIORITY TWO

Fostering Staff Growth,
Leadership \& Collective Efficacy

## PRIORITY THREE

Fostering School Community and Connectedness

## PRIORITY FOUR

Fostering Operational Systems that Support Effective Schools

## FOSTERING STUDENT GROWTH, LEADERSHIP \& ACHIEVEMENT

- Adopt \& implement culturally relevant, standards-based curriculum
- Ensure Effective Data Analysis \& Improvement for Equity
- Develop an assessment continuum with identified lead \& lag metrics and monitor the performance of all students as well as targeted student groups (AA, EL, Sped)
- Implement culturally relevant \& engaging lesson planning \& delivery
- Anti-racist instructional practices that affirm Black, Latinx, Indigenous E students of color
- Inclusive practices $\mathcal{E}$ placement for students in Special Education
- Inclusive, linguistically sustaining practices \& programs for developing multilinguals
- Provide relevant, effective professional development for all instructional staff
- Certificated $\mathcal{E}$ classified professional learning opportunities



## PRIORITY ONE

Fostering Student Growth, Leadership \& Achievement

## PRIORITY TWO

Fostering Staff Growth,
Leadership \& Collective Efficacy

## PRIORITY THREE

Fostering School Community and Connectedness

## PRIORITY FOUR

Fostering Operational Systems that Support Effective Schools

## FOSTERING STAFF GROWTH, LEADERSHIP \& COLLECTIVE EFFICACY

- Recruit and hire a diverse and talented workforce
- Implement effective professional development for all instructional staff
- Coaching for principals and teachers
- Professional Learning Communities (PLCs) at every level of the system
- Job-specific training for classified staff
- Expand teacher leadership opportunities
- JEDI teams (Justice, Equity, Diversity, Inclusion)
- Stipend positions (Parent $\mathcal{E}$ Family Engagement, Tech Lead, Testing Coord.)
- Expand classified leadership opportunities
- Example: District Lead BIA $\mathcal{E}$ District Lead Media Specialist



## PRIORITY ONE

Fostering Student Growth, Leadership \& Achievement

## PRIORITY TWO

Fostering Staff Growth, Leadership \& Collective Efficacy

## PRIORITY THREE

Fostering School Community and Connectedness

## PRIORITY FOUR

Fostering Operational Systems that Support Effective Schools

## FOSTERING SCHOOL COMMUNITY \& CONNECTEDNESS

- Implement an effective, authentic Social Emotional Learning (SEL) program across all schools that includes adult SEL training, SEL staff and student survey data, and well-implemented
SEL curriculum
- Implement a strong Restorative Practices system and Positive Behavior Intervention Systems (PBIS) across the district for all students, staff and leaders, including Restorative Practices staff training
- Safe, inclusive schools that foster a sense of belonging \& connectedness for all
- Celebrating culture and identity with school events, family engagement and instructional practices
- Fostering student leadership and voice in their school programs
- Coordinated community engagement supports and services on site
- Family centers and family engagement teams at every school site
- Parent advisory committees and parent education workshops


## PRIORITY ONE

Fostering Student Growth, Leadership \& Achievement

## PRIORITY TWO

Fostering Staff Growth, Leadership \& Collective Efficacy

## PRIORITY THREE

Fostering School Community and Connectedness

## PRIORITY FOUR

Fostering Operational Systems
that Support Effective Schools

## FOSTERING OPERATIONAL SYSTEMS THAT SUPPORT EFFECTIVE SCHOOLS

- Develop School Site Facilities Plans with processes for school site leadership to identify facilities-related priorities and improvements. Develop an equitable method for prioritizing operational and facilities needs district wide.
- Work with school leaders to utilize technology systems for tracking and addressing instructional goals to support the 21st century learner.
- Coach school leaders on developing, interpreting and monitoring school site budgets. Provide support and advice on how to link school site budget allocation decisions to District Strategic Priorities.
- Transition $80 \%$ of student meal options to include fresh vegetables and fruits, freshly prepared meals, and exceed minimum USDA nutrition requirements whenever possible.



## PRIORITY ONE

Fostering Student Growth,
Leadership \& Achievement

## PRIORITY TWO

Fostering Staff Growth,
Leadership \& Collective Efficacy

## PRIORITY THREE

Fostering School Community and Connectedness

## PRIORITY FOUR

Fostering Operational Systems that Support Effective Schools


"I HAVE NEVER ENCOUNTERED ANY CHILDREN IN ANY GROUP WHO ARE NOT GENIUSES. THERE IS NO MYSTERY ON HOW TO TEACH THEM. THE FIRST THING YOU DO IS TREAT THEM LIKE HUMAN BEINGS AND THE SECOND THING YOU DO IS LOVE THEM."
-DR. ASA HILLIARD


# Lemon Grove 

S C H O O L D I S T R I C T

## Assistant Principal Responsibility List 2021-22

The Assistant Principals (APs) in Lemon Grove School District are valued members of the district leadership team and the AP role can be a pathway to the principalship.

Serving under the direct supervision of the school principal, APs work closely with students, staff, and families to advance district and school site goals in support of equity. To that end, some AP responsibilities may vary from site to site. However, recognizing that the Assistant Principal role is an integral part of our district-wide multi-tiered system of support (MTSS), the following AP responsibilities are common district-wide.

## Common AP Responsibilities:

General oversight of the campus when the principal is off-site or in mtgs/trainings

- Includes behavior \& discipline

Lead \& Support the following committees \& their related activities:

- ELAC (English Learner Advisory Committee)
- PTA (Parent Teacher Association)

Lead the development and oversight of the following:

- Family Engagement Centers \& related activities
- Including district canned food drive \& JEDI (Justice, Equity, Diversity \& Inclusion) Fair
- Site Safety Plan
- Including monthly safety drills \& compliance reporting
- 504s
- RSP/Speech \& Annual IEPs
- Homeless \& Foster
- School Accountability Report Cards (SARCs)

Supervise and manage classified staff including, but not limited to,:

- Bilingual Instructional Assistants (BIAs)
- Parent Volunteer Coordinator (PVC)
- CPAs (Classroom Playground Assistants)
- Site Custodians

[^0]S C H O O L D I S T R I C T

## LGSD Assistant Principal Training Schedule 2021-22

The Assistant Principals will be trained and supported by Bonita DeAmicis, Principal Coach. AP Meetings will be held on Mondays from 3:30-5:00pm.

| Date | Topic | Location |
| :--- | :--- | :--- |
| August 23 | Beginning of Year |  |
| August 30 | Campus Safety, Drills, etc. |  |
| September 13 | Behavior |  |
| September 27 | ELAC |  |
| October 11 | Classified Support \& Evaluation |  |
| October 25 | Canned Food Drive |  |
| November 29 | SARCs |  |
| December 13 | Safety Plans |  |
| January 10 | Safety Plans Work Session |  |
| January 31 | Family Engagement |  |
| February 28 |  |  |
| March 14 |  |  |
| April 25 |  |  |
| May 9 |  |  |
| May 23 | End of Year Events |  |


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LGSD District Calendar
August 2021

| Wednesday | Thursday | Friday |
| :---: | :---: | :---: |
| 4 <br> LGAM Staff Retreat <br> Health Clerks Report to Work | 5 <br> LGAE Staff Retreat <br> BIA Training on ELPAC Initial | 6 <br> SM Staff Retreat MV Staff Retreat <br> Guest Teacher Training 8:30am-11:00am <br> District Manager Mtg 11:30am - 1:30pm |
| 11 Summer Learning Institute | 12 Summer Learning Institute Principal Mtg 3:30-5:00pm | 13 <br> Welcome Back Event <br> Gholdy Muhammad Keynote 10am <br> New Teacher Training |
| 18 <br> FIRST DAY OF SCHOOL Min Day TK-8th <br> BIAs Report to Work <br> Ed Learn - Site | 19 Min Day TK/K <br> Principal Mtg 3:30-5:00pm | 20 <br> Min Day TK/K <br> AMP Mtgs @ Sites with Principal |
| 25 <br> Min Day TK-8th <br> Learning Circle <br> Ed Learn - Self-Directed | 26 <br> Learning Circle <br> Principal Mtg 3:30-5:00pm | $27$ <br> Learning Circle |


| 8 | 9 <br> School Offices Open ELPAC Initial Testing for Incoming Ks begins <br> Instructional Coach Retreat 8am-4pm | 10 <br> School Board Mtg 6pm Preschool Staff Retreat |
| :---: | :---: | :---: |
| 15 | 16 <br> Site Training Day <br> Evaluators hold meeting with all evaluatees to go over evaluation process and answer questions (First 3 weeks of school) | 17 <br> Teacher Prep Day <br> Media Specialists Report to Work |
| 22 | 23 <br> Min Day TK/K <br> iReady BOY Diagnostic Assessment Window opens (Gr 1-8) <br> ESGI for Kinder <br> AMP Week: MV \& VLMA <br> AP Meeting 3:30-5:00pm <br> Restorative Practices <br> Trainer Certification | $24$ <br> Min Day TK/K |
| 29 | 30 <br> AMP Week: LGAE \& MH <br> AP Training 3:30-5:00pm | 31 <br> SDCOE School Site <br> Council 101 training from 9am-12pm |

September 2021

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | 1 <br> CAAAS Mtg 5pm-6pm <br> AMP Week: LGAE \& MH <br> Ed Learn - Site | 2 <br> Principal Mtg 3:30-5:00pm | 3 |
| 5 | 6 <br> Labor Day NO SCHOOL | 7 <br> Early Learning Committee 3:30-4:30pm <br> SDCOE School Site Council 101 training from 1pm-4pm <br> AMP Week: JEDI Team Release | 8 <br> SDCOE ELAC Training from 9am-12pm <br> Ed Learn - District <br> LGAM Back to School Night @5pm <br> Final Date for Principal mtg with Certificated Evaluatees | 9 <br> CHRE TOT <br> Sess 1: 11am-2pm, <br> Sess 2: 2:30pm-5:30pm <br> Translators Conf (Nuria Attending) <br> Principal Mtg 3:30-5:00pm | 10 <br> iReady BOY <br> Diagnostic Assessment Window closes (Gr 1-8) <br> VLMA Williams Audit Instructional Materials |
| 12 | 13 <br> AMP Week: SM \&SA <br> AP Training 3:30-5:00pm | 14 School Board Mtg 6pm <br> SDCOE ELAC Training from 9am-12pm | 15 <br> Hispanic Heritage Month Begins (9/15-10/15) <br> CARE Network (LGAM <br> PTA Council Committee 5pm6pm <br> Ed Learn - Self-Directed | 16 <br> Old Globe Novela Skit Series $\qquad$ Translators Conf (Nuria Attending) <br> Principal Mtg 3:30-5:00pm | 17 <br> Translators Conf (Nuria Attending) $\qquad$ |
| 19 | 20 <br> Student Health \& Wellness Committee 3:30pm-5pm <br> AMP Week: MV \& VLMA | 21 <br> Employee Wellness/District Insurance Comm. 3:30pm5pm <br> MADD \& Sheriff's Office Workshop \& Trivia Night 6pm-7:30pm | 22 <br> Minimum Day for VLMA 6th-8th \& LGAM 7th-8th <br> Ed Learn - Site for Elem (IC training), Self- Directed for MS (Parent Conf. Prep) | 23 <br> DELAC Committee Mtg 4:00pm-5:30pm <br> Old Globe Novela Skit Series <br> Translators Conf (Nuria Attending) | 24 <br> CA Indian Day <br> Translators Conf (Nuria Attending) |
| 26 | 27 <br> AP Training 3:30-5:00pm <br> DBAC/LCAP Committee Mtg 5:30pm-6:45pm <br> AMP Week: LGAE \& MH | 28 | 29 <br> Minimum Day Parent <br> Conferences for VLMA 6th-8th \& LGAM 7th-8th <br> ICOC Meeting 5pm-6pm <br> Ed Learn - Self-Directed | 30 <br> Minimum Day Parent Conferences for VLMA 6th8th \& LGAM 7th-8th <br> Old Globe Novela Skit Series <br> Principal Mtg 3:30-5:00pm <br> Due Date: Cert. Evaluatees turn in Professional Growth Plan to Principal/Evaluator. |  |

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1
Minimum Day Parent Conferences
for VLMA 6th-8th \& LGAM 7th-8th
Translators Conf (Nuria Attending)
AMP Week: LGAE \& MH
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Friday
1
Minimum Day Parent Conferences
for VLMA 6th-8th \& LGAM 7th-8th 15
Hispanic Heritage Month Ends
$(9 / 15-10 / 15)$
 when done)
All Day Cabinet Mtg
Due Date: Evaluator and Cert. evaluatee meet to discuss pue 'ueld पlMOגפ ןeuolssejold
mutually agree upon two (2) CSTPs or an Alternative Evaluation, if
applicable

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Trimester 1 Ends



21
Board Workshop 4pm
Old Glove Novela Skit
Series
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Principal Mtg 3:00-
5:00pm (CHRE
Leadership Training)
6
City-School District Collab.
Committee 5pm-6pm
Ed Learn - Site
13
Ed Learn -District (Effective

| Teaching for Multilingual |
| :--- |
| Learners) |


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12
School Board Mtg 6pm

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\begin{aligned}
& 4 \\
& \text { AMP Week: SM \& SA } \\
& \text { Oral Reading Record } \\
& \text { (ORR) administration for } \\
& \text { K-6 begins in preparation } \\
& \text { for end of Trimester } 1 \\
& 11 \\
& \text { Reclassification lists sent } \\
& \text { to sites } \\
& \text { AMP Week: MV \& VLMA } \\
& \text { AP Training 3:30-5:00pm }
\end{aligned}
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DELAC Committee Mtg
4:00pm-5:30pm

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Up Event $6 \mathrm{pm}-7 \mathrm{pm}$
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26
MIn. Day Report Card Prep -
Elem
CAAAS Mtg 5pm-6pm
Ed Learn- Self-Directed for



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Q1 Report Cards Due
LGSD District Calendar

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| D District Calendar |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturda y |
|  | Comprehensive School Safety Plans due in January |  |  |  |  | 1 |
| 2 | 3 <br> Certificated Professional Dev't (non-student day) <br> Gholdy Muhammad Keynote 11:30am | 4 <br> School Resumes <br> AMP Week: JEDI Team Release | $5$ <br> Ed Learn - Site | 6 | 7 | 8 |
| 9 | 10 <br> AMP Week: SM \& SA <br> AP Training 3:30-5:00pm | 11 <br> Learning Circle: How to Save for College 5pm6pm | 12 <br> Ed Learn - District (Effective Teaching for Multilingual Learners) | 13 <br> Positive Parenting Program <br> Principal Mtg 3:305:00pm | $14$ <br> Quarter 2 Ends | 15 |
| 16 | 17 <br> Dr. Martin Luther King, Jr. Day NO SCHOOL | 18 <br> CHRE TOT 12pm-3pm <br> AMP Team Teacher Release (SDCOE Equity Conf) <br> Q2 Report Cards Due | $\begin{aligned} & 19 \\ & \text { Ed Learn - Self-Directed } \end{aligned}$ | 20 <br> Positive Parenting <br> Program <br> SDCOE Equity Conference <br> (Principal plus 1) | 21 <br> SDCOE Equity Conference (Principal plus 1) | 22 |
| 23 | 24 <br> AMP Week: MV \& VLMA <br> Great Kindness Challenge Week | 25 | 26 <br> Ed Learn - Site <br> CARE Network (LGAM) | Positive Parentina <br> Bootcamp Theme: Conn <br> Principal Mtg 3:30- <br> 5:00pm $\qquad$ | 28 <br> ection <br> et Mtg $\qquad$ | 29 |
| 30 | 31 <br> AMP Week: LGAE \& MH <br> AP Training 3:30-5:00pm |  |  |  |  |  |


| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | LG Historical Contest for grades 3 \& 8 during February | 1 <br> Black History Month Begins <br> AMP Week: LGAE \& MH | $\begin{aligned} & 2 \\ & \text { Ed Learn - Site } \end{aligned}$ | 3 <br> Elementary Read Aloud 6pm-7pm | 4 | 5 |
| 6 | 7 <br> AMP Week: SM \& SA <br> Fly Summer School Admin and Health Clerk <br> Oral Reading Record (ORR) administration for K-6 begins in preparation for end of Trimester 2 | 8 | 9 <br> Ed Learn -District | $10$ <br> Principal Mtg 3:305:00pm | 11 | 12 |
| 13 | 14 Lincoln's Birthday NO SCHOOL | 15 <br> AMP Week: MV, VLMA (Modified Schedule) \& JEDIs | 16 <br> Ed Learn - Self-Directed | 17 <br> MS Anti-racism/ empowerment discussion 6pm-7pm | 18 | 19 |
| 20 | 21 Presidents Day NO SCHOOL | 22 <br> AMP Week: MV, VLMA (Modified Schedule) \& JEDIs | $\begin{aligned} & 23 \\ & \text { Ed Learn - Site } \end{aligned}$ | 24 <br> Minimum Day Parent Conferences for VLMA 6th8th \& LGAM 7th-8th <br> CHRE TOT 9am-10am <br> Principal Mtg 3:00 5:00pm (CHRE Leadership Training) | 25 <br> Minimum Day Parent Conferences for VLMA 6th-8th \& LGAM 7th-8th | 26 |
| 27 | 28 <br> AMP Week: LGAE \& MH <br> Fly Summer School Teacher positions <br> AP Training 3:30-5:00pm |  |  |  |  |  |


| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | March: Women's History Month Begins | 1 <br> Nutrition Class (Spa) 6pm7pm <br> AMP Week: LGAE \& MH <br> Due Date: By this date the evaluator must hold the second (2nd) scheduled observation of probationary/temporary teachers, of permanent teachers who received less than Meets/Exceeds on their final evaluation form during the previous evaluation cycle, and of hourly teachers. | 2 <br> Ed Learn - Site <br> Read Across America | 3 <br> Nutrition Class (Eng) 6pm7pm | 4 Trimester 2 Ends | 5 |
| 6 | 7 <br> School Social Work Week Begins? <br> AMP Week: SM \& SA | 8 <br> Nutrition Class (Spa) 6pm7pm | 9 <br> Ed Learn - Self-Directed | 10 <br> Principal Mtg 3:30 - <br> 5:00pm <br> Nutrition Class (Eng) 6pm7pm <br> Trimester 2 Report Cards Due | 11 | 12 |
| 13 | 14 <br> AMP Week: MV \& VLMA <br> AP Training 3:30-5:00pm | 15 <br> Nutrition Class (Spa) 6pm7pm | 16 <br> Ed Learn - District (Learning Fair) <br> LENS Cohort (Andrea) | 17 <br> Nutrition Class (Eng) 6pm- <br> 7pm $\qquad$ | 18 <br> Quarter 3 Ends $\qquad$ | 19 |
| 20 | 21 <br> AMP Week: LGAE \& MH Q3 Report Cards Due | 22 <br> Nutrition Class (Spa) 6pm7pm | $\begin{aligned} & 23 \\ & \text { Ed Learn - Site } \end{aligned}$ | 24 <br> Principal Mtg 3:30 - <br> 5:00pm <br> Nutrition Class (Eng) 6pm- <br> 7pm | 25 | 26 |
| 27 | 28 Open Houses begin (March 28 - April 8) <br> AMP Week: SM \& SA | 29 | 30 <br> Ed Learn - Self-Directed | 31 <br> Nutrition Class (Eng) 6pm7pm |  |  |

April 2022

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | LG Historical 8th grade essay winners acknowledged at April Board Meeting |  |  |  | 1 National Poetry Month AMP Week: SM \& SA | 2 |
| 3 | 4 AMP Week: MV \& VLMA | 5 Learning Circle 10am-11am FPM On site Audit (SM, MH) | 6 Ed Learn - Site (CAASPP Training) $\qquad$ | 7 <br> Principal Mtg 3:30-5:00pm $\qquad$ | $8$ | 9 |
| 10 | 11 <br> Spring Break NO SCHOOL <br> All Day Cabinet Mtg | 12 | 13 | 14 | 15 <br> Due Date: Evaluatees will complete the End of Year reflection on the Professional Growth Plan and submit to evaluators for use in the final evaluation meeting. | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 <br> Principal Work Day (District meeting) | 23 |
| 24 | 25 <br> AMP Week: LGAE \& MH <br> AP Training 3:30- <br> 5:00pm | 26 | 27 <br> Ed Learn - Self-Directed | 28 <br> Celebrating Our Voices 6pm-7pm | $29$ <br> DEI Fair (Noon - TBD) | 30 |

May 2022

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturda y |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 <br> Asian American \& Pacific Islander Heritage Month Begins <br> Due Date: Evaluators and evaluatees meet to go over reflection of Professional Growth Plan and final evaluation. Any evaluatee who receives less than Meets/Exceeds on any standard will follow the same evaluation process the following year. If a permanent teacher receives Unsatisfactory, he/she will participate in PAR the next year. | 2 <br> List of proposed retentions submitted to Ed Srves <br> CAASPP Testing begins (Tentative window) <br> AMP Week: SM \& SA <br> Oral Reading Record (ORR) administration for K-6 begins in preparation for end of Trimester 3 | 3 | 4 <br> National School Nurses Day <br> Ed Learn - Site | 5 <br> Principal Mtg 3:305:00pm | 6 | 7 |
| 8 | 9 <br> iReady EOY Year Diagnostic Assessment Window opens ( $\mathrm{Gr} \mathrm{K}-8$ ) <br> AMP Week: MV \& VLMA <br> AP Training 3:30-5:00pm | 10 | 11 <br> CARE Network (LGAM) <br> Day of the Teacher <br> Ed Learn - District (Looking ahead to 22/23) | $12$ | $13$ | 14 |
| 15 | $16$ <br> AMP Week: LGAE \& MH | 17 | 18 <br> Ed Learn - Self-Directed | 19 <br> Principal Mtg 3:30 - <br> 5:00pm | 20 | 21 |
| 22 | 23 <br> AMP Week: SM \& SA <br> AP Training 3:30-5:00pm | 24 <br> Learning Circle: <br> Supporting your child over summer 10am11am \& 6pm-7pm | 25 <br> Ed Learn - Site | 26 <br> Familv \& Me Paint <br> Bootcamp Theme | 27 <br> iReadv EOY <br> Connection <br> Window closes (Gr K-8) | 28 |
| 29 | 30 <br> Memorial Day NO SCHOOL | 31 <br> AMP Week: All site JEDI Teams (including LGAM) |  |  |  |  |


| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | 1 <br> Pride Month Begins <br> Ed Learn - District (End of Year Reflection \& Celebration) <br> AMP Week: All site JEDI Teams (including LGAM) | $2$ <br> Principal Mtg 3:305:00pm | 3 <br> Trimester 3 Report Cards Due | 4 |
| 5 | 6 <br> AMP: End of Year Mtgs, no site support | 7 | 8 <br> Ed Learn - Self-Directed | 9 <br> Last Day of School <br> Trimester 3 Ends Quarter 4 Ends | 10 <br> Last Day for teachers/program specialist <br> Q4 Report Cards Due | 11 |
| 12 | 13 | 14 <br> EOY Principals Meeting \& Management Celebration | $15$ <br> Last Day for 200 admin | 16 <br> Summer School Staff Mtg day | 17 <br> Summer School Staff Mtg day | 18 |
| 19 | $20$ <br> First day of Summer School <br> (ESY \& Gen Ed M-F) | 21 | 22 | 23 <br> Last Day for 206/210 admin (ECE \& Ed Srvcs Coord., Principals \& APs) | 24 | 25 |
| 26 | $27$ <br> Summer School Week | 28 | 29 | 30 |  |  |




| Board Comm (Cabinet Member) | Courtney | Tomas | Steve | Tracie | Tamara | Julie | Donna | Melvetta | Vanessa | Torazzi | Anita |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| DBAC/LCAP (Stopper/Vinson) |  | X |  |  |  |  |  |  |  | X |  |
| DELAC (Vinson) |  |  |  |  |  | X |  |  | X |  |  |
| PTA (Balakian) | X |  |  |  |  |  |  |  |  |  |  |
| Student Health and Wellness (Burton/Graver) |  |  | X | X |  |  |  |  |  |  |  |
| Employee Health and Wellness (Moudry/Stopper) | X |  |  |  |  |  |  |  |  |  |  |
| Calendar (Moudry) |  |  |  |  |  |  |  |  |  |  | X |
| CAAAS (Balakian) |  |  |  |  | X |  | X |  |  |  |  |
| Early Learning (Vinson/Owens) |  |  |  |  |  |  |  | X |  |  |  |
| No Principal Rep |  |  |  |  |  |  |  |  |  |  |  |
| ICOC (Stopper) |  |  |  |  |  |  |  |  |  |  |  |
| City-School Collab (Balakian) |  |  |  |  |  |  |  |  |  |  |  |
| PD Committee (Vinson) |  |  | X |  |  | X |  |  |  |  |  |

# COLLECTIVE BARGAINING AGREEMENT BETWEEN 

LEMON GROVE SCHOOL DISTRICT
AND

Lemon Grove Teachers Association

$$
\text { July 1, } 2021 \text { - June 30, } 2024
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## ARTICLE 1: AGREEMENT

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

## ARTICLE 2: RECOGNITION

The District recognizes the Association as the exclusive representative for all certificated employees excluding:
A. Management
B. Substitutes

## ARTICLE 3: TERM AND REOPENER NEGOTIATIONS

This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2024.
There shall be no reopener negotiations for the 2021-2022 and 2022-2023 school years, except that Articles 10 (Evaluation), 11 (PAR) and related forms shall be reopened in 2021-2022 (See Evaluation Taskforce MOU).

2023-2024 Reopener Negotiations shall be limited to Article 16 (Salary) and Article 17 (Health Benefits) and up to two additional articles selected by each side. In addition, either the District or the Association may elect to again reopen Article 10 (Evaluation), Article 11 (PAR) and related forms as part of 2023-2024 reopener negotiations.

## ARTICLE 4: ASSOCIATION RIGHTS

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

The Association will provide the Superintendent with a list of authorized representatives by October 1 annually.
D. Association meetings may be scheduled following class dismissal once per month.
E. The District will not discriminate against employees participating in the grievance procedure outlined in this Article.
F. The Association shall be entitled to twenty (20) days of paid leave per school year to carry out official association activities, excluding negotiations. Such leave shall be requested three (3) working days in advance and at that time a description of the type of activity shall be provided, unless an exception is granted by the Superintendent. Cost associated with substitutes will be paid by the District. (Agreement 1/12/12)

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

Both parties agree to three (3) days release per member (up to 5 members) per year for negotiation preparation. The code for substitute release will be LGTA negotiations. The LGTA team will consult the sub calendar prior to booking the planning day to verify the availability of substitute teachers. (added 7/1/2015). The LGTA President shall request 24 hours in advance for association business. (added 3/4/2016)

Additional days may be authorized upon approval of the Superintendent. Such leave may not be used for concerted activities and nothing contained herein shall require the District to incur any costs contrary to codes regulating the expenditure of school district funds.
G. LGTA President and Grievance Chair will be excused from school site adjunct duties as long as they serve on District Committees.

## ARTICLE 5: ORGANIZATION SECURITY

## A. INDEMNIFICATION FOR CLAIMS MADE BY AN EMPLOYEE FOR DUES DEDUCTIONS

1. The Association agrees to defend and indemnify the District for any unit member's allegation, claims, actions, suits, settlements, or judgments which arise out of payroll deductions made by the District in reliance on information and notification provided to the District by the Association. In defending and indemnifying the District, the Association shall have the right to select legal counsel at its sole option and expense, to control litigation strategies and decision, and to determine whether any action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

## ARTICLE 6: GRIEVANCE

## A. DEFINITIONS

1. Grievance: A "grievance" is a written statement by a member of the bargaining unit alleging a violation, misinterpretation, or misapplication of a provision of this agreement, which affects the grievant. No grievance shall be filed which involves the content of an evaluation or a directive or reprimand under provisions of Article 21: Discipline Procedure, of this contract. The grievance will be filed on a Districtprepared form and will include:
a. a description of the specific grounds of the grievance including names, dates and places necessary for a complete understanding of the grievance
b. citations of the exact provision(s) of this Agreement, which are alleged to have been violated, misinterpreted, or misapplied.
c. a listing of the specific action(s) requested of the District, which will constitute remedy to the grievant.
d. at levels beyond the informal level, a listing of what the grievant considers inappropriate or incorrect about the administrative written response provided at the prior level.
2. Grievant: Any unit member filing a grievance.
3. Representative: A representative is any unit member, designated employee, or legal counsel who participates in the grievance procedure.
4. Immediate supervisor/administrator: A principal, Director of Student Services, or Assistant Superintendent, Human Resources as designated by the District to adjust grievances.
5. Day: A grievant's working day according to the District-adopted calendar.

## B. GENERAL PRINCIPLES

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

## C. STEPS IN THE GRIEVANCE PROCEDURE

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

The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within ten (10) days, the parties shall request the American Arbitration Association to supply a panel of seven (7) names of qualified arbitrators. The District and the Association shall alternately strike names from the list with the order of striking being determined by lot. The person whose name remains after the striking process shall be the arbitrator requested.

## D. AUTHORITY OF THE ARBITRATOR

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

## E. ARBITRATION PROCEDURES

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

## F. MISCELLANEOUS

1. No reprisals of any kind will be taken by the District against any unit member because of participation in the grievance procedure.
2. Grievances will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
3. Time limits shall begin the day following receipt of a grievance and/or receipt of a written decision. A grievant shall sign a copy of the proposed decision upon receipt. It is further understood that if there is no answer within the specified time limits at each step, the grievant may file at the next step. A grievant's failure to meet the time limit shall constitute a withdrawal of the grievance. Time limits set forth in this article may be extended by mutual written agreement of the parties.
4. Nothing herein shall preclude the District and the Association from utilizing, by mutual written agreement for any particular case, expedited arbitration
proceedings such as contracted time limits, waivers of transcripts and briefs, and/or immediate decision.
5. Grievance meetings will be scheduled by the District at mutually convenient times and places. Normally such meetings will be scheduled so that they will not conflict with instructional and professional duties. However, when grievance meetings are scheduled so as to conflict with such duties, reasonable released time without loss of salary will be provided to the grievant and his/her authorized Association representative.
6. Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor.

## ARTICLE 7: TRANSFER AND ASSIGNMENT

## A. DEFINITIONS

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

## B. POSTING OF VACANCIES OR OPENINGS

When District officials determine that a vacancy or opening exists, regular or temporary, a notice of such opening(s) will be posted for at least five (5) working days. Selection for an opening will not be made until this posting is completed. Prior to posting open positions to the public, the District will email unit members with vacancies. The notices will be posted on the District website, and shared with staff via email. Classroom teaching openings which result when a District employee is chosen to fill an already advertised opening may be posted for only two (2) days during the school year and all classroom teaching positions will be posted for two (2) days during August on the District's website and shared with staff via email.

1. Unit members may apply to transfer to a posted opening and will be considered according to the following criteria:
a. Employee certification authorization.
b. Employee qualifications including experience and recent training, compared with that of other candidates for both the position to be filled and that being vacated.
c. Employee evaluations.
d. Affirmative action goals in the District.
e. Length of District service, regardless of particular certificated assignment.
f. The needs and efficient operation of the District, as determined by the Superintendent.
g. When all other criteria are judged equal by District management, the unit member with the greater length of District service will be given priority and permanent or probationary unit members will be given priority over temporaries.
2. If a unit member is not selected, new applicants may be considered and hired for the opening.

## 3. Restrictions

a. Transfers and reassignments; The District may make transfer and reassignment decisions before posting a vacancy or opening.
b. At the end of a school year, the principal of a school, with input from school staff, will make his/her tentative grade placements for the following year before any determination of openings are made for posting purposes.

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

## 4. Denial of Transfer

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

## D. EMPLOYER-INITIATED TRANSFERS AND CHANGES IN ASSIGNMENT

1. A transfer may be made by the District for any of the following reasons:
a. To balance the certificated staff of the District or a school by considering factors including, but not limited to, experience, racial and ethnic backgrounds, gender, ages, and seniority.
b. A change of enrollment necessitating balancing of staffs.
c. An opportunity to evaluate an employee in a different school or location.
d. Improved efficiency of the District, as determined by the Superintendent.
2. Procedures
a. Volunteers may be sought as part of the procedure for employer-initiated transfer.
b. Before any requests for employer-initiated transfers are acted upon, the teacher must be advised through a conference and in writing of the reason(s) why an administrative transfer is being recommended. A notice of ten (10) working days will be given before the transfer is carried out except as is noted in c. below.
d. Unit members who are transferred after the beginning of the school year shall, upon request, be given four (4) release days for moving and preparation.
e. No individual unit member will be involuntarily transferred more than once in a three-year period. Should it become necessary to involuntarily transfer a unit member more than once during a three-year period because of credential or other pressing needs, the parties will immediately meet to discuss the issue.

The District will provide assistance to move the unit member's materials to the new assignment.
3. Assignments are made at the discretion of the principal and/or the District administration. The main criterion is the best interest of the students as determined by the administration.

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

## ARTICLE 8: SUMMER SCHOOL/EXTENDED SCHOOL YEAR

## A. POSTING VACANCIES

All openings shall be posted by the first working day in April of each school year. All openings will be posted electronically (online) and an email sent to all certificated staff. All postings will be for a minimum of five (5) working days. Selection for an opening will not be made until after expiration of the five (5) working day posting period.
B. HOURS

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

Each unit member shall be paid $66 \%$ of his/her daily rate of pay.
D. SICK LEAVE

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

## E. PROGRAM LOCATIONS

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

All postings shall reflect the desired qualifications.

## A. LEAVE PROVISIONS

1. Employees on paid leave shall be entitled to return to the same position at the same school except when the position has been eliminated.
2. Employees on unpaid leaves will have the option of remaining in the group insurance coverage held by the District at the employee's cost.

## B. PERSONAL ILLNESS AND INJURY LEAVE

1. Full-time employees shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Employees who work less than full time shall be entitled to that portion of the ten (10) days leave as the number of hours per week scheduled duty relates to the number of hours for a full-time employee in a comparable position. As per Labor Code Section 233, up to six (6) days may be used to attend to an illness of an employee's child, parent or spouse.
2. After all earned leave as set forth in 1. above is exhausted, additional nonaccumulated leave shall be available for a period not to exceed five (5) school months provided that the provisions of 4 . below are met. The amount deducted for leave purposes from the employee's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. A unit member may only have one (1) period of differential leave per illness or injury. Extended sick leave will be granted only upon the receipt by the Human Resources department of a doctor statement indicating clearly the illness or injury giving rise to the leave and the expected duration of the leave.
3. If an employee does not utilize the full amount of leave as authorized in 1. above in any school year, the amount not utilized shall be accumulated from year to year. For purpose of Article 9 only, when it is necessary or applicable, sick leave balances for full-time employees shall be calculated using the rate of one (1) sick leave day equal to 7.5 hours.
4. Upon request by District management, an employee shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. If illness or injury absences exceed five (5) working days, the District may require the employee to visit a doctor of the District's choice, a doctor who shall have authority to obtain all relevant medical
records from other physicians and/or hospitals which may reasonably relate to the absence(s). After making all necessary inquiries to be fully informed as to the nature and severity of the illness or injury, the doctor will report such findings to the Superintendent or designee. The expense of such physician shall be borne by the District. If the report concludes that the absence is not due to personal illness and injury as previously described, or that the illness is not sufficiently severe to have warranted such absence, or continued absence, the Superintendent or his designee, after notice to the employee, may refuse to grant the leave. If requested by District management, an employee shall not return to work until the employee's physician or, at District request, the employee's physician and a District-selected physician have concluded that the employee may return to work.
5. Whenever possible, an employee must contact the District Office as soon as the need to be absent is known, but in no event later than 5:30 a.m. prior to the start of the work day to permit the employer time to secure a substitute service. If an emergency arises or an illness is discovered after 5:30 a.m. the unit member must contact their site supervisor/principal and/or the school site secretary directly via phone or text to ensure their absence is entered into the system.
6. An employee who is absent for one-half (1/2) day or less shall have deducted onehalf ( $1 / 2$ ) day from the accumulated leave; and, if the absence exceeds more than one-half ( $1 / 2$ ) day, a full day shall be deducted from accumulated leave.
7. An employee shall not be allowed to return to work if the employee fails to notify the District of the employee's intent to return to work by 5:30 a.m. of the work day involved if such failure results in a substitute being secured. The employee will complete a District form stating the general nature of his or her illness.
8. Current accumulated leave balances can be reviewed in the absence management system.

## 9. Catastrophic Leave Bank

a. Purpose: The purpose of the Catastrophic Leave bank (CLB) is to create a bank of sick leave days from which eligible unit members may apply for additional sick days when suffering from catastrophic illness or injury.
b. Authorization: Section 44043.5 of the California Education Code authorizes the governing boards of school districts to establish a catastrophic leave program to permit employees to donate eligible leave credits, as defined, to an employee when that employee or member of his or her family suffers from a catastrophic illness or injury, as defined, if prescribed conditions are met.
c. Establishment: The District shall establish a Catastrophic Leave Bank to which all unit members may donate earned and unused sick days.
d. Definitions:
(1) Catastrophic Illness or Injury: An injury or illness that is expected to incapacitate the unit member or member of his/her family for an extended time (in excess of thirty (30) days), and which causes the unit member to exhaust all paid leave. Maternity and/or child care leaves shall be considered catastrophic only if qualified as defined above.
(2) Eligible Leave Credits: Sick leave accrued to the donating unit member.
(3) Donation, Deposit, Contribution: These terms are interchangeable for the purposes of this article.
e. Eligibility: Use of this Catastrophic Leave Bank shall be available to all members who have made an annual donation of at least one day to the Bank. Exemptions to this restriction shall be any unit member who was absent due to an approved catastrophic illness allowed under this article at the time of its initiation.

Unit members who elect not to join the Bank upon first becoming eligible shall have a waiting period of thirty (30) days after contributing to the bank before becoming eligible to withdraw.
f. All donations made by unit members shall be voluntary and are irrevocable. Contributions shall be donated by the last duty day in September of each year. At the beginning of the donation period, the Personnel office shall send to each unit member a notice outlining the Catastrophic Leave Bank and a Catastrophic Leave Bank donation form.

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

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

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

All donations are irrevocable, and the unit member waives any right to leave credits he/she may have donated except as stated in this article.
g. Use of Catastrophic Leave Bank:
(1) Eligible unit members who suffer a catastrophic illness or injury as defined herein, may request withdrawal of leave credits from the Bank under the following terms:
(a) The unit member has or will have exhausted all paid leaves by the time of the actual withdrawal.
(b) The unit member has submitted a Catastrophic Leave Bank withdrawal form in writing to the chair of the CLB Committee with a copy to the Payroll office, and include the following detail;

1. Written verification of the catastrophic illness or injury by a medical doctor.
2. The specific number of days being requested.
(2) The Payroll office shall verify the unit member requesting the withdrawal has exhausted all paid leave, or date when this will occur. The Chair shall convene the CLB Committee as soon as possible to consider the withdrawal request.
(3) Withdrawals may be granted in units of no more than ten (10) duty days. Participants may request extensions or additional days as their grants expire. The maximum withdrawal of leave credits for an individual unit member in a given fiscal year shall not exceed fifty (50) days. In no event shall more than 150 days be withdrawn from the bank during one fiscal year.
(4) All information shall be held confidential by the CLB Committee and the District.
(5) Any days approved by the CLB Committee that are unused by the unit member shall be returned to the bank upon the unit member's return to work.
(6) Days shall be donated and withdrawn from the bank without regard to the daily rate of pay of the unit member. Unit members using days from the bank shall receive pay for that day at their daily rate of pay.
(7) If the CLB has insufficient days to fund a withdrawal request, neither
the CLB Committee nor the District shall be under any obligation to pay the unit member.
(8) If the CLB Committee denies a request for the withdrawal due to insufficient days, the unit member making the request shall be notified in writing of the reason for the denial.
h. Catastrophic Leave Bank Committee
(1) The Leave Bank Committee shall consist of three (3) members appointed by the Association.
(2) The CLB Committee shall be responsible for approving or denying requests for withdrawal from the bank, and shall communicate the decision in writing to the requester and the Payroll office within ten (10) days of receipt of the request.
(3) The Committee shall consider the number of days requested, the number of individuals requesting withdrawals and the status of the credits remaining.
(4) All decisions of the CLB Committee shall be final and not subject to appeal.
(5) A unit member who has been denied a request for leave credits may amend and resubmit the request form.
(6) All records and information obtained by the CLB Committee that relate to an individual employee's health, finance, family or employment status shall be confidential and may not be discussed or divulged by a Committee member outside formal meetings.
(7) If the Bank does not have sufficient days to meet projected needs of unit members, the CLB shall solicit additional contributions by posting a notice at each work site.
i. District Responsibilities

Upon receipt of donation and/or withdrawal requests, the District shall:
(1) Verify the unit member's sick leave and notify the CLB Committee.
(2) Effectuate the transfer of credits and notify in writing the unit member and the CLB Committee.
(3) Provide the CLB Committee with the unit member's paid leave days remaining.
(4) Provide the CLB Committee with the balance of credits remaining in the bank.
10. Any certificated employee of any California school district or employee of the County Superintendent of Schools who was employed for a period of one (1) calendar year or more whose employment was terminated for reasons other than action initiated by the employer for cause and who subsequently accepts employment with the District within one (1) year of such termination of former employment, shall have transferred to the District upon verification of the total amount of earned leave of absence for illness or injury earned with the previous employer.

## C. PERSONAL NECESSITY LEAVE

1. A bargaining unit employee may use accumulated sick leave in case of personal necessity.
2. For purposes of the provision, "personal necessity" is defined as:
a. Death or serious illness of a member of the employee's immediate family or a person of similar significance as defined in the provision on Bereavement Leave.
b. Attending the funeral of one other than the immediate family as defined herein but not to exceed three (3) days.
c. Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.
d. An emergency requiring prompt response, which response cannot reasonably be made by anyone other than the employee and cannot be made at any time other than during the employee's working hours.
3. Should the circumstances outlined in a. and b. in Section 2 arise, the employee shall make every effort to comply with the District procedures to enable the District to secure a substitute. "Immediate family" is defined below in E.2.
4. For purposes of the provision, "personal necessity" shall not include:
a. Ordinary pursuit of business, financial, or economic interests of the employee.
b. Vacation or other recreational pursuits.
c. Social events.

## d. Any concerted refusal to work.

5. In addition to the personal necessity leave described in this article, employees with accumulated sick leave may elect to use it as additional personal necessity leave under Section C.2.a. (death or serious illness of a member of the employee's immediate family) or C.2.c. (an accident which is unforeseen involving the employee's person or property, or the person or property of an employee's immediate family).

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

A unit member may use not more than ten (10) days of sick leave for personal leave for (a) the pursuit of business, financial, or economic interests of the employee notwithstanding provision C. 4 above: (b) the adoption of a child or foster placement of a child, (c) childbirth by the spouse, or (d) religious holiday. (Agreement on 2/1/12)

## E. BEREAVEMENT LEAVE

1. An employee shall be entitled to a maximum of five (5) days leave of absence without loss of salary on account of the death of any member of his or her immediate family.
2. For purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, grandchild, or sibling of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter or daughter-in-law of the employee. Immediate family shall include a foster child or stepchild of the employee or foster parent of the employee.
3. Any exception to the above definition shall be based on the employee's evidence of a close parental substitute relationship to the deceased with approval of the Human Resources Administrator.
F. LEAVE FOR PREGNANCY DISABILITY
4. Employees are entitled to use sick leave as set forth in B.1 and 2. for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care or child rearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District management may require a verification of the extent of disability through a
conference between a District physician and the employee's physician at District expense.
5. Employees are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in B. 1 and 2. has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, the District management may require a verification of the extent of disability through a conference between the District physician and the employee's physician at the District expense.
6. An employee may apply for unpaid pregnancy leave. The employee shall submit the request for leave to the Human Resources Administrator.
7. As far as practicable, substitutes will be hired to fill the vacancies created by pregnancy disability leave. The District maintains the right to hire temporary teachers if necessary.

## G. LEAVE WITHOUT PAY FOR CHILD REARING OR ADOPTION

1. Adoption Leave (see also California Education Code 44977.5)
2. Leave without pay or other benefits may be granted by the Human Resources Administrator to an employee for child rearing or adoption.
3. The employee shall request such leave from the Human Resources Administrator as soon as practicable, prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.
4. Employees may return from such leave only at the end of the term or school year. If an employee wishes to apply for an extension, he/she must notify the District by November 1 for spring term and by March 1 for fall term and for the next school year.
5. The employee is not entitled to the use of any accrued sick leave or other paid leave while such employee is on leave for child rearing.
6. There shall not be a diminution of employment status for child bearing or child rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction in force purposes, nor shall the time taken on such leave count toward credit for probationary teachers in earning tenure status.
7. If an employee is on leave for child rearing and in the event of miscarriage or death of a child subsequent to childbirth, the employee may request an immediate
assignment to a unit position. If there is a vacancy for which an employee is qualified, the District will assign the teacher to a position as soon as practicable, in the best interests of the District. If a temporary employee has been hired, that employee shall be allowed to compete the term of employment originally arranged by the District.

## H. INDUSTRIAL ACCIDENT LEAVE

1. Employees will be entitled to industrial accident leave for personal injury which has qualified for worker's compensation under the provisions of the District's Worker's Compensation Insurance Fund.
2. Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident.
3. The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of the time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
4. For any days of absence from duty as a result of the same industrial accident, the employee shall endorse to the District any wage loss benefit checks from the Worker's Compensation Insurance Fund which would make the total compensation from both sources exceed 100 percent of the amount the employee would have received as salary had there been no industrial accident or illness.
5. If the employee fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.
6. If disability goes beyond sixty (60) days, accrued leave will be adjusted on a prorated basis to the worker's compensation payments until such leave is exhausted.
I. JUDICIAL LEAVE
7. Employees will be provided leave for regularly called jury duty. The employee shall submit written notification of the reporting date as soon as he/she receives notice of jury duty.
8. The employee while serving jury duty will receive pay in the amount of the difference between the employee's regular earnings and any amount received for jury services. Employees may keep mileage compensation.
9. Employees will be provided up to ten (10) days paid leave to appear as a witness in court or as a litigant when required by the court to be present.
10. Employees who elect to postpone jury duty to non-work days shall be compensated at the current daily short-term substitute rate.

## J. MILITARY LEAVE

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

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

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

## L. SABBATICAL LEAVE

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

## M. UNIT MEMBER RETURN FROM SPECIAL ASSIGNMENTS

Any certificated employee who returns from a special assignment has rights to reinstatement to the position he/she occupied prior to the special assignment or an equivalent position with equivalent terms and conditions of employment including employment benefits such as pay, working conditions, privileges, seniority, and status.

## N. HEALTH LEAVE

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

Provisions for notice of intention to return will be the same as in regulations governing general leave, except that such notice will include a written statement from a medical practitioner or clinic designated and paid for by the District, certifying the employee's ability to return to service.

Nothing in this provision shall be interpreted to prevent the District from taking whatever action it considers necessary to comply with state and federal law regarding handicapped or disabled employees.

## O. LEGISLATIVE LEAVE

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

1. The teacher on such leave shall notify the Human Resources Administrator of his intended return at least twelve (12) weeks in advance.
2. The teacher on such leave shall be entitled to return to employment at the end of the leave but shall not be entitled to any of the other benefits accorded in this contract.
P. PERSONAL LEAVE WITHOUT PAY
3. Any employee may, at the discretion of the Human Resources Administrator, be granted an unpaid personal leave for a period of time as follows:
a. Short-term leave without pay; not to exceed ten (10) working days.
b. Term leave without pay; a leave of not less than one (1) term.
c. School year leave without pay; a leave of not less than one (1) full school year.
4. In requesting such leave, the employee must state the specific reasons for the requested leave. Such requests must be filed in time to be acted on at a regular board meeting prior to the date on which the leave is to be begin. Medical, dental, and life insurance benefits will remain in full force and effect for short-term leaves as described in P.1; however, in term and year-long leaves without pay, such benefits may remain in effect if all costs are paid by the employee.
5. Except for short-term personal leave without pay, the employee may be assigned to any teaching position in the District for which he/she is properly credentialed upon returning from leave.
6. Employees wishing to extend a term leave, or school year leave without pay, must notify the District by March 1 for the fall term, and by November 1 for the spring term.

## Q. PARENTAL LEAVE

The District will comply with the Education Code Section 44977.5
Certificated employees may utilize leave consistent with Education Code Section 44977.5. Subject to section 44977.5, certificated employees who have exhausted all available sick leave may be eligible to receive differential pay for up to 12 school weeks. This leave may be used for birth, adoption, or foster care.
R. FAMILY CARE LEAVE AND MEDICAL LEAVE

1. Unit members may use Family Care Leave and Medical Leave as provided in the Federal Family Leave and Medical Leave Act of 1993, as amended, and the California Family Rights Act of 1991, as amended. The District will maintain direct links to appropriate guidance related to the Family Care and Medical Leave provisions on its website.

## ARTICLE 10: EVALUATION

A. PROCESS

1. There are five groups of Certificated/Non-Management evaluations; Teachers, Teachers on Special Assignment (TOSA), Psychologists, Speech Language Pathologists and School Nurse. (amended 3/10/2017)
2. The unit member shall be given copies of his/her job description along with the program goals and/or objectives of the District, school, grade level, or department subsequent to their employment in the District and prior to beginning their annual evaluation.
3. Unit members shall submit teaching plans to primary evaluators as required, when applicable.
4. The District goals established by the Governing Board will be reviewed throughout the evaluation process.
5. Teachers On Special Assignment (TOSA)- The certificated employee will use the Alternative Evaluation procedures found in Section F.
B. TECHNIQUES FOR EVALUATION
6. Evaluation is based on the California Standards for the Teaching Profession (CSTP) and is guided by direct classroom observations of instructional techniques, and strategies, adherence to curriculum, learning environment, professional responsibilities and duties, and any other legal requirements.
7. Observations will include one (1) scheduled observation for permanent teachers and a second observation if requested by the teacher during the first postobservation conference. Observations will include two (2) scheduled observations for probationary and temporary teachers. Scheduled observations shall be arranged by the primary evaluator and the employee at least two (2) days in advance of the occurrence. In addition, non-scheduled observations may occur.

## C. EVALUATION SUMMARIES

1. Summaries of the classroom observations/evaluations are to be written by primary evaluators according to the following schedule:
a. Probationary and temporary teachers: annually
b. Permanent teachers will be evaluated once (1) on a biennial cycle.

Teachers in Category B above will have evaluation summaries completed according to a rotational cycle developed and/or approved by the
Superintendent. Those teachers may remain on a biennial evaluation cycle for as long as teaching performance is judged to be Meets/Exceeds Standards by the primary evaluator and/or the Superintendent or designee. Any teacher's performance determined by the primary evaluator and/or the Superintendent to be less than Approaching Standard will cause such teacher's evaluation to be written on a yearly basis until performance has been rated as Meets/Exceeds. Any teacher's performance determined by the primary evaluator and/or the Superintendent to be Unsatisfactory will be required to participate in the PAR Program. NOTE: Teachers who receive Unsatisfactory on their final evaluation, will be evaluated during the subsequent evaluation cycle using the same standard(s) and at the same grade level/subject area, unless another assignment is deemed to be more appropriate for the educational program.
c. Evaluatees with permanent status who have been employed at least ten (10) years with the school district, are highly qualified as defined by the Federal No Child Left Behind Act of 2001, and whose previous evaluation rated the employee as Meets/Exceeds Standards, may be evaluated every
five (5) years if the unit member and evaluator agree to this schedule. The evaluatee or evaluator may withdraw consent at any time. Should the evaluatee or evaluator withdraw consent, notice and the cause shall be provided to either party in a timely manner.
d. Hourly unit members shall be evaluated annually. The evaluation process shall include one (1) observation and follow up conference within ten (10) working days on or before March 1 and a final evaluation on or before May 1. The supervisor may require a Professional Growth Plan or implement a Standards Based Improvement Plan as necessary.

## D. STANDARDS-BASED EVALUATIONS

1. This evaluation option is based on the six (6) California Standards for the Teaching Profession and the supporting elements in each standard.
2. Primary evaluators and the unit members shall receive an annual review of the standards-based evaluation process.
3. All new teachers participating in an approved Induction Program shall select two (2) standards aligned with their Induction Program.
4. Standard-Based Evaluation for Teachers-

|  | Meets/Exceeds | Approaching Observation | Approaching Evaluation | Unsatisfactory <br> Observation |  |
| :--- | :--- | :--- | :--- | :--- | :--- |
| Permanent | Biennially, one <br> scheduled <br> observation | Optional second <br>  <br> Revisit/revise <br> Professional Growth Plan | Annually, two scheduled <br>  <br> Revisit/revise Professional <br> Growth Plan |  <br> Additional observation |  |
| Probationary | Annually, two <br> scheduled <br> observations | Annually, two <br> scheduled <br> observations | Revisit/revise <br> Professional Growth Plan | Revisit/revise Professional <br> Growth Plan |  <br> Additional observation |
| Temporary | Annually, one <br> scheduled <br> observation | May have Professional Growth Plan <br> Growth Plan or <br> Improvement Plan | Revisit/revise <br> Professional Growth Plan | May have Professional <br> Growth Plan or <br> Improvement Plan | Additional observation <br> Additional observation |
| Hourly/Support |  |  |  |  |  |

5. Procedure for final evaluation summary:
a. The primary evaluator shall write the final evaluation summary on a form providing space for the teaching certificated employee to comment or state disagreement with the primary evaluator's evaluation.
b. The teaching certificated employee shall sign this summary, thus indicating that he/she has had opportunity to discuss the summary and to enter comments or disagreements.
c. The certificated employee may attach a statement to the final evaluation summary or a classroom observation report within ten (10) working days of signing the summary or report. This written response shall be permanently attached to the evaluation.
d. When a certificated employee is assigned to more than one (1) site, the final evaluation will be done by the home school principal.

## E. EVALUATION PROCESS TIMELINES

1. Within the first three (3) weeks of each school year, evaluators will organize and conduct a meeting with employees on cycle for evaluation. The unit member will be directed to links on the district website for LGTA Contract Article 10 Evaluation and the California Standards for the Teaching Profession (CSTP). The site administrator will review the evaluation process and answer questions.
2. By the last working day of September each unit member will submit a Professional Growth Plan to his/her primary evaluator for review. The Professional Growth Plan will be used during the October meeting as described below.
3. Before October 15 of each school year, a meeting between the evaluator and each unit member will be held to discuss the specifics of the evaluation procedure and Professional Growth Plan. The primary evaluator and evaluatee shall mutually agree on two (2) California Standards for the Teaching Profession (CSTP) as the basis for the annual evaluation.
4. The timeline for the Nurse, Psychologists and Speech Language Pathologist:
a) Two (2) evaluation reports and a follow-up conference within ten (10) working days will be completed by the designated site or District Administrator. One (1) Preliminary evaluation report by December 1, and the Final Evaluation report by May 1.
b) Should an Assistance Plan be necessary, the Assistance Plan document should be used.
(NOTE: section moved from section E.6)

| Date | Permanent Teachers | Probationary and Temporary <br> Teachers | Hourly Support Teachers |
| :---: | :---: | :---: | :---: |
| First three weeks of school | Evaluators hold meeting with all evaluatees to go over evaluation process and answer questions |  |  |
| Last working day of September | Evaluatees turn in Professional Growth Plan to evaluators. |  |  |


| By October 15 | Evaluator and evaluatee meet to discuss evaluation process, go over Professional Growth Plan, and mutually agree upon two (2) CSTPs or an Alternative Evaluation, if applicable |  |  |
| :---: | :---: | :---: | :---: |
| By Thanksgiving Break |  | By this date the evaluator must hold the first (1st) scheduled observation of probationary/temporary teachers. Followup conferences will be held within ten (10) working days of the observation and include revisiting the Professional Growth Plan. Revision of Professional Growth Plan may be needed. |  |
| By December 1 | By this date, first (1st) evaluation report on psychs, and nurses, SLPs will be completed. |  |  |
| By Winter Break | By this date the evaluator must hold the scheduled observation of permanent teachers. Follow-up conferences will be held within ten (10) working days of the observation. If the evaluation is rated Meets/Exceeds on both standards, there may be a second (2nd) observation before March 1 if requested by the teacher. Revisit or revise the Professional Growth Plan if teacher received Approaching on either standard during this observation. Evaluator develops a Standards-Based Improvement Plan if teacher received Unsatisfactory on either standard during this observation. A second (2) observation should then be scheduled and held prior to March 1. |  |  |
| By March 1 | By this date the evaluator must hold the second (2nd) scheduled observation of permanent teachers who received less than Meets/Exceeds on their final evaluation form during the previous evaluation cycle and/or requested a second (2nd) during a conference in the current evaluation cycle. Follow-up conferences will be held within ten (10) working days of the observation. Further revision of Professional Growth Plan or of the Standards- Based Improvement Plan may be needed. | By this date the evaluator must hold the second (2nd) scheduled observation of probationary/temporary teachers. Followup conferences will be held within ten (10) working days of the observation. Revision of Professional Growth Plan or creation of Standards-Based Improvement Plan may be needed. | By this date the evaluator must hold an observation of hourly teachers. Follow-up conferences will be held within ten (10) working days of the observation. Revision of Professional Growth Plan or creation of Standardsbased Improvement Plan may be used. |
| By April 1 | Any additional requested or needed observations and follow-up conferences must be completed. |  |  |
| By April 15 | Evaluatees will complete the End of Year reflection on the Professional Growth Plan and submit to evaluators for use in the final evaluation meeting. |  |  |
| By May 1 | Evaluators and evaluatees meet to go over reflection of Professional Growth Plan and final evaluation. Any evaluatee who receives less than Meets/Exceeds on any standard will follow the same evaluation process the following year. If a permanent teacher receives Unsatisfactory, he/she will participate in PAR the next year. <br> This date applies to Alternative Evaluations. |  |  |

*Subsequent to reviewing the Standards Based Improvement Plan the teacher may request additional supports.

## F. ALTERNATIVE EVALUATION PROGRAM

## 1. PROFESSIONAL GROWTH EVALUATION: Primary evaluators will invite selected certificated staff members to participate in this Alternative Evaluation

option. To participate in this option, teachers shall meet the following requirements:
a. Nomination by his or her primary evaluator
b. Five (5) years of full-time certificated experience that Meets/Exceeds standards in the Lemon Grove School District.
c. Some form of recognition for work-related experience, including but not limited to the following:
(1) Teacher of the Year recognition
(2) Mentor teacher recognition/BTSA Support Provider/PAR Consulting teacher
(3) Leadership in District curriculum projects or committees
d. These unit members will meet with the primary evaluator to discuss the overall alternative evaluation process and the procedures to be followed in this option. Unit members will meet individually with the primary evaluator to develop a goal, or goals, to be used as part of the evaluation process. Participants in the program may not withdraw from this yearlong evaluation option during the course of the school year. The primary evaluator and unit member will determine the criteria for evaluating goals. The following information summarizes the types of evaluation methods that may be used to determine attainment of goals:
(1) Portfolio Assessment - The certificated employee will assemble a portfolio of materials to illustrate progress in meeting a goal or goals. Portfolio materials may include: teacher lesson plans, schedules, assignments, assessments, student work samples, videos of classroom instruction and interaction, reflective writings, notes from parents, and special awards or recognitions. (CTA Teacher Evaluation Framework, June 2012)
(2) Peer Coaching - A peer coach will be selected by the certificated employee and primary evaluator. The peer coach must meet the same eligibility requirements as the Alternative Evaluation Program participant. The purpose of the peer coach is to provide focus through reflective feedback on meeting a goal or goals. The peer coaching will include several meetings for pre-conferences, observations, modeling, and discussion.
(3) Targeted Feedback Cycle - The primary evaluator (when appropriately trained) will provide reflective coaching through a series of classroom visits and feedback cycles. The feedback cycle will include a planning conversation to determine the unit's
member's area of focus based on the classroom context, classroom visits to observe for area of focus, and a reflective coaching conversation and written teacher reflection.
(4) Classroom Action Research - The certificated employee will outline a specific concept, instructional strategy, or learning theory to be researched and implemented in his or her work. The research project will include specific evaluation methods and documentation.
e. Regardless of the method selected, the process will include scheduled interactive sessions regarding the certificated staff members' progress on identified goals.
f. Certificated staff members and primary evaluators participating in the Professional Growth Evaluation Option will complete an end-of-year summary on their work not later than thirty (30) days before the last school day. Each certificated employee participating in this option will provide a written self-analysis on the progress toward meeting the established goal or goals. The primary evaluator may provide a written response. An alternative evaluator goals form will be developed to document this process. The form will be filed in each participant's personnel file.

## G. PERSONNEL FILES

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

## ARTICLE 11: PEER ASSISTANCE AND REVIEW

A. PREAMBLE

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

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

## B. PEER ASSISTANCE AND REVIEW (PAR) COUNCIL

1. The PAR Council will consist of five (5) members. Three (3) members of the PAR council will be selected by the Association, one (1) member being the LGTA President or designee and two (2) members appointed by the District, one (1) member being the Director of Human Resources. Membership will be staggered at the beginning with one (1) LGTA member and one (1) management member to serve a one (1) year term, one (1) LGTA member and one (1) management member to serve a two (2) year term, and one (1) LGTA member to serve a three year term. The President of LGTA or designee and Director, Human Resources will be automatic members. After this, terms will be for three (3) years.
2. The PAR Council will establish the internal operational procedures of the Council, including the method of selection of a Chairperson. PAR Council meetings shall be closed. Chairpersons shall serve one (1) year terms and shall alternate between teachers and administrators. The Council will develop conflict of interest guidelines.
3. The PAR Council will adopt guidelines for implementing the provisions of this Article. Said guidelines will be consistent with the provisions of the Agreement and the law, and to the extent that there is an inconsistency, the Agreement will prevail and to the extent the agreement is inconsistent with the law, the law will prevail. A copy of the adopted Rules and Procedures will be distributed annually to all bargaining unit members and administrators. Decisions will be made by consensus where possible. Should a vote be required, a majority vote of those present will be required.
4. The PAR Council will establish the meeting schedule. To hold meetings, a quorum of the PAR Council must be present. Such meetings may take place during either the work day, in which event the teachers who are members of the Council will be released from their regular duties without loss of pay or outside the work day at per diem hourly rate. A stipend of $\$ 50$ per hour will be paid for attendance at meetings by teacher representation. (amended $1 / 25 / 2011$ )
5. The PAR Council shall be responsible for selecting Consulting Teachers/BTSA Support Providers (defined in Section D). Written confirmation of participation in the PAR Program will be provided by the PAR Council to participating teachers, referred teachers, principals or immediate supervisors, and Consulting Teachers/BTSA Support Providers.
6. The PAR Council will assign the Consulting Teacher to any referred teacher. The referred teacher has the right to meet with the PAR Council to discuss the assignment of the Consulting Teacher within two (2) weeks of notification of the assigned Consulting Teacher. The PAR Council assignment is final.
7. All proceedings and materials related to evaluation, reports and other personnel matters shall be strictly confidential. Therefore, PAR Council members and Consulting Teachers may disclose such information only as necessary to administer this Article. The program shall expect and strongly encourage a cooperative relationship between the consulting teacher and the principal with respect to the process of peer assistance and review Education Code 44500 (b) (4).
8. The PAR Council will determine and participate in training necessary to perform the Council duties.
9. The PAR Council will approve trainers and/or training providers for the Consulting Teachers prior to the Consulting Teachers participation in the Program.
10. The Par Council will review the final report prepared by the Consulting Teacher and make a recommendation(s) to the Governing Board or designee regarding the Referred Participating Teacher's progress in the PAR Program, including forwarding to the Governing Board the name of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement. The annual report to the Board will occur in June each year.
11. The PAR Council shall annually evaluate the impact of the PAR Program in order to improve it. The PAR Council will submit any recommendations for improving the Program to the Governing Board and Association.
12. The PAR Council will determine the number of Consulting Teachers/BTSA Support Providers in any school year, guided by and subject to such factors as the number of Referred, Voluntary and Beginning teachers and available funds not to exceed the funded amounts pursuant to ABX1 and BTSA.
13. The PAR Council shall develop and submit a budget recommendation to the Governing Board to include, but not be limited to, stipends, release time, clerical time, training, consultants, and indirect costs.
14. Priorities for service to teachers will be as follows: Referred teachers, and beginning teachers, and then volunteering teachers.
15. A Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance.
a. Beginning Teacher - Special Education Teacher
(1) A. Fully credentialed $1^{\text {st }}$ or $2^{\text {nd }}$ year teacher
B. Intern Teachers
C. Teachers with Emergency Permits
D. Experienced teachers who are new to the District
(2) Beginning Teachers in A. and B. above must be served prior to assigning teachers in C. and D. to a BTSA Support Provider.
(3) The PAR Program for beginning unit members will be the Beginning Teacher Support and Assessment (BTSA) Program.
b. Referred Teacher Participants
(1) The purpose of participation in the PAR Program is to help veteran teachers in need of development in instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. (It is the intent of both parties to revise the evaluation article prior to the 2001-02 school year. The areas for assistance and coaching listed above will reflect the changes to the evaluation article.) Permanent unit members shall be required to participate in the PAR Program as a result of an unsatisfactory final evaluation.
(2) This Article does not expand nor diminish the unit member's ability to grieve an evaluation as specified in the negotiated contract between the parties.
(3) The Consulting Teacher will provide assistance to a Referred Teacher from semester to semester; following each full semester the Consulting Teacher shall indicate whether the Referred Participating Teacher is benefiting from the assistance and whether or not further assistance will be productive. The Consulting Teacher will submit a final written summary report to the PAR Council by May 1 if the Referred Teacher has been in the program for at least one (1) full semester. The Consulting Teacher may submit a final report prior to the end of a full semester if she/he believes further assistance will not be productive because significant improvement has occurred. A copy of the report shall be provided to the Referred Teacher who shall have the right to submit a written response to the final report. The Referred Participating Teacher shall also have the right to request a meeting
with the PAR Council to discuss the report and to be represented at this meeting.
(4) Results of the Participating Teacher's mandated participation in the PAR Program shall be made available as part of their evaluation.
(5) The results of the Participating Teacher's participation in the PAR Program shall be made available for placement in the personnel file of the referred teacher receiving assistance.
c. Volunteer Teacher Participants
16. A permanent unit member who seeks to improve his/her teacher performance may request the PAR Council to assign a Consulting Teacher/BTSA Support Provider to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher/BTSA Support Provider will play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The volunteer teacher may terminate his/her participation in the PAR program at any time without a requirement to give a reason for said request.
17. Unless requested by the volunteer teacher information obtained by the Consulting Teacher/BTSA Support Provider while working with the volunteer teacher cannot be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process.

## D. CONSULTING TEACHERS/BTSA SUPPORT PROVIDERS

1. A Consulting Teacher/BTSA Support Provider is a permanent unit member who provides assistance to a Participating Teacher pursuant to the PAR program. Consulting teachers possess the following qualifications:
a. Must have permanent status and at least five (5) years of recent experience as classroom teacher.
b. Demonstrated exemplary teaching ability.
c. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
d. Ability to communicate effectively both orally and in writing.
e. Ability to work cooperatively and effectively with others.
2. A Consulting Teacher provides assistance to participating teachers in improving instructional performance. This assistance will typically include:
a. Set and discuss performance goals with the Participating Teacher. Assist in developing an Individual Performance Plan (IPP).
b. Multiple observations of the Participating Teacher during periods of classroom instruction.
c. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which in their professional judgment, will assist the Participating Teacher.
d. Meet and consult with the Principal or designee of a Referred Participating Teacher.
e. Demonstrate good teaching strategies and practices to the Participating Teacher.
f. Use school district resources to assist the Participating Teacher.
g. Monitor the progress of the Participating Teacher and maintain a written record.
h. Provide status reports to the PAR Council regarding a referred teacher.
3. BTSA Support Providers will provide support to beginning teachers in accordance with the BTSA grant program design.
4. Consulting teacher/BTSA Support Provider positions will be filled as follows:
a. A notice of vacancy will be posted
b. Applicants shall submit an application form.
c. Applicants shall submit at least three (3) references from individuals who have direct knowledge of the applicant's abilities.
d. Consulting Teachers/BTSA Support Providers shall be selected by a majority vote of the PAR Council after a minimum of two (2) representatives of the PAR Council have conducted a classroom observation of all final candidates. Whenever possible, classroom observations shall be made by at least one administrator and at least one teacher from the PAR Council.
5. Consulting Teachers/BTSA Support Providers will be trained to both offer peer assistance and to understand the specific functions of the PAR Program. The Council will monitor and evaluate the effectiveness of the Consulting Teachers/Support Providers and make decisions regarding their continuation in the Program. The PAR Council may remove a Consulting Teacher/BTSA Provider from the position at any time because of the specific needs of the PAR Program, inadequate performance of the Consulting Teacher/BTSA Support Provider or other just cause. Prior to the effective date of such removal, the PAR Council will provide the Consulting Teacher/BTSA Support Provider with a written statement of the reasons for the removal, and, at the request of the Consulting Teacher/BTSA Support Provider, will meet with him/her to discuss the reasons. Since the stipend for a Consulting Teacher/Support Provider is granted on a monthly basis, the stipend will discontinue, the month following removal of a Consulting Teacher/BTSA Support Provider.
6. The term of the Consulting Teacher/BTSA Support Provider shall be two (2) years. There is no limit set as to how many consecutive terms a person may serve.
7. In addition to the regular salary, BTSA Support Provider shall be paid an annual stipend of $\$ 2000$ for working with one (1) teacher. The BTSA Support Provider shall be paid an additional annual stipend of $\$ 1500$ for each additional teachermaximum three (3). In addition to their regular work year, they may be required to work additional days and receive per diem compensation, provided the days have been recommended by the PAR Council and pre-approved by the Superintendent or designee.
8. In addition to the regular salary, Consulting Teachers shall be paid an annual stipend of $\$ 2000$. In addition to their regular work year, they may be required to work additional days and receive per diem compensation, provided the days have been recommended by the PAR Council and pre-approved by the Superintendent or designee.
9. Either a Consulting Teacher or BTSA Support Provider may be appointed by the PAR Council to work with a Volunteer Teacher up to a maximum of ten (10) hours per year. The Consulting Teacher/BTSA Support Provider shall be paid $\$ 50$ per hour.
10. Prior to working with a Participating Teacher, the Consulting Teacher will meet with the Superintendent or designee to review and discuss the basis for referral to the PAR Program. The PAR Program encourages a cooperative relationship between the Consulting Teacher, Participating Teacher and the Superintendent with respect to the process of Peer Assistance and Review.
11. At the request of the Participating Teacher or the Consulting Teacher/BTSA Support Provider, the PAR Council may assign a different Consulting Teacher/BTSA Support Provider to work with the participating teacher at any time during the year. Requests for changes to be effective during the school year and which are submitted after being in the program thirty (30) school days are discouraged. The decision of the PAR Council is final.
12. Nothing herein shall modify or in any manner affect the rights of the District and/or Governing Board under provisions of Education Code relating to employment, classification, retention or non-reelection of certificated employees. Nothing herein shall modify or affect the District's right to issue notice (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code Section 44938.

## ARTICLE 12: CLASS SIZE

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

1. $\mathrm{TK} / \mathrm{K}$ 30:1 Individual classroom basis
2. 1-3 30:1 Individual classroom basis
3. 4-5 30:1 Individual classroom basis
4. 6-8 28:1 Individual school basis

The parties hereby agree that the class sizes at grades K-3 are subject to modification, based upon continued participation in the State Class Size Reduction Program. The language above applicable to grades K-3 constitutes a collectively bargained alternative annual average class enrollment for each school site in grades TK-3 in accordance with paragraph (3) (B) of subdivision (d) of section 42238.02 of California's Ed Code, as amended.

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

Special education classes shall be maintained at sizes which are consistent with appropriate special education regional guidelines and all legal procedures related to placements of such students or mainstreaming of such students will be followed.

If an individual SDC Class reaches fifteen (15) students, the site principal shall call a meeting with the impacted teacher, an LGTA representative, and the Executive Director of Student Services \& Special Education to discuss possible remedies.
B. Teachers will be expected to make placement recommendations to the principal each spring leading to the development of class rosters for the fall which are based upon full and cooperative participation by all teachers

During the school year, teachers and principals will maintain ongoing communication on student needs, teacher strengths, and class composition. When new students enter schools during the course of the school year, principals will make all attempts to place such students on the basis of an assessment of the new student and an assessment of the composition of existing classes in which the new student might be placed. The principal will discuss the placement of new students with those teachers who receive such students.

When the above ratios are exceeded, the school, with District Office participation, will encourage parents to enroll new students at nearby schools in the District which have lower enrollments in the affected grade level.

## C. Combination Classes

1. Teachers will have input regarding the composition of combination classes.
2. Administrators will, insofar as possible, organize combinations with no less than $1 / 4$ of the total class in any one (1) grade level
3. Teachers may volunteer to teach a combination class. If no one volunteers to teach the combination class, then it is assigned on a rotational basis fair and equitably.
4. Unit members teaching combination classes will be exempt from one major adjunct duty/professional assignment.
5. Those teachers new to the profession (two years or less) will not be assigned a combination class, whenever possible.
D. The Principal Advisory Committee and the LGTA professional relations representative at each site shall receive the weekly enrollment report for the District. When this group determines that class size is a problem because the above ratios have been exceeded, they will work collaboratively to identify the specific cause of the class size increase and work together to resolve the problem. Within five (5) days of this discussion at a Principal's Advisory Committee meeting, the site administrator will provide the committee with a written analysis of the class size situation and the action that may be taken to resolve the situation.
E. If a mutually agreeable settlement and solution cannot be reached at the school site, the teacher may request that the Executive Director, Human Resources or the Superintendent be involved in further discussions aimed at resolution. The results of such involvement between school site personnel and a District-level administrator will be placed in writing if so requested by teacher(s).
F. Upon request, a copy of any routinely prepared enrollment reports will be provided to the Association President.

## ARTICLE 13: SAFETY CONDITIONS OF EMPLOYMENT

## A. UNSANITARY CONDITIONS

1. Employees shall notify their principal or designee and may notify the District Safety Committee chairperson in writing concerning an unsafe or unsanitary condition in the District directly affecting their physical welfare. The principal or designee shall acknowledge receipt of the written condition. The principal or designee shall investigate said reported unsafe or unsanitary condition and advise the employee(s) of any findings and suggested corrective action within twenty-four (24) hours of the receipt of the written request.
2. In the application of insecticides and other poisons to address rodents, pests, and insect infestations, the District shall comply with all notifications and reporting requirements contained in the District's Integrated Pest Management Plan and the Healthy School Act.

## B. UNSAFE CONDITIONS

1. Unit members shall not be required to perform duties that would or possible could endanger one's life, safety, or welfare. However, in the case of emergencies, unit members may be pressed into services as "Disaster Service Workers" under Government Section 3101 by a person having the authority to command citizens in the execution of her/his duties.
2. Each classroom shall have a telephone and have the ability to receive school-wide intercom communications. Further, at the unit member's request the unit member shall be provided a walkie-talkie.

## C. SAFETY/STUDENT DISCIPLINE NOTIFICATION

1. No later than October 1 each year, the principal will review the school discipline plan with all certificated staff.
2. Safety and discipline concerns that exist at each site shall be addressed through the Principal's Advisory Committee.
3. A District wide safety committee shall meet at least quarterly to address districtwide safety issues. The Association shall appoint no less than three (3) representatives to the committee. An annual report shall be submitted to the school board no later than February 1 of each year. Any report will ensure that privacy, confidentiality and legal privileges will be preserved.
D. PHYSICAL THREAT, ASSAULT OR BATTERY
4. Unit members shall immediately report to their principal or designee and to the proper law enforcement authorities all threats of physical harm or cases of assault and/or battery suffered by them in connection with their employment.
5. Any student who has caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person,
except in self-defense shall be disciplined in accordance with Ed Code 4890048915 and Administrative Regulation 5144 and 5144.1. A student involved in a threat or assault on an employee will not be returned to that employee's class/es or program/s until the principal or designee has had a conference with the employee.
6. Upon receiving a transfer student's records regarding acts committed by the student that resulted in his/her suspension or expulsion, the Superintendent or designee shall inform any of the student's teacher(s) that the student was previously suspended or expelled from his/her prior district.
7. The principal or designee shall inform the affected unit member within twentyfour (24) hours of the action taken or action to be taken involving any threat or assault.
8. Whenever any employee of a school district or of the office of a county superintendent of schools is attacked, assaulted, or physically threatened by any pupil, it shall be the duty of the employee, and the duty of any person under whose direction or supervision the employee is employed in the public-school system who has knowledge of the incident, to promptly report the incident to the appropriate law enforcement authorities of the county or city in which the incident occurred. Failure to make the report shall be an infraction punishable by a fine of not more than one thousand dollars $(\$ 1,000)$ in accordance with Ed. Code 44014.
9. When a principal or designee becomes aware of a threat of serious personal injury against any employee(s), the employee(s) against whom the threat was made shall be immediately notified by the principal or designee. Further, the principal or designee shall immediately notify the proper law enforcement authorities and district administration. The principal or designee shall immediately take any necessary steps to protect the employee(s). The principal or designee shall inform the affected employee(s) they have the right to be released from further responsibilities without loss of pay or benefits until the threat is appropriately resolved.
10. Assault or Battery
a. The District shall provide training on a voluntary basis to unit members wishing training on how to deescalate assaultive pupils, break up fights, and use of conflict intervention skills.
b. Unit members may submit a claim to the superintendent for reimbursements of the costs of repair or replacement of personal property damaged as a result of a workplace assault.
c. The District is obligated to indemnify and defend unit members acting within the course and scope of their employment pursuant to Government Code Section 825-925.6.
d. District shall provide appropriate supports to unit members subjected to assault or battery while in the performance of their duties.
e. Pursuant to Education Code 48905, an employee of a school district whose person or property is injured or damaged by the willful misconduct of a pupil who attends school in such district, when the employee or the employee's property is (1) located on property owned by the district, (2) being transported to or from an activity sponsored by the district or a school within the district, (3) present at an activity sponsored by such district or school, or (4) otherwise injured or damaged in retaliation for acts lawfully undertaken by the employee in execution of the employee's duties, may request the school district to pursue legal action against the pupil who caused the injury or damage, or the pupil's parent or guardian pursuant to Section 48904.
11. Education Code Sections 44810 and 44811 protect the rights of teachers in maintaining an orderly classroom without interference from uninvited guest. School and district administrators will assist the teacher with any such disruptions and will report to law enforcement as appropriate.

## E. SAFE AND SECURE LEARNING ENVIRONMENT

1. The District shall protect bargaining unit members from loss of personal property while acting in the discharge of their duties in accordance with Board Policies 4156.3, 4256.3, 4356.3.
2. To ensure the safety of students and staff and minimize interruptions of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days in accordance with BP 1250, E 1250, AR 1250.
3. Any person who is not a student or staff member will sign in immediately upon entering any school building or grounds when school is in session. The principal or designee will provide a visible means of identification for all individuals who are not students or staff members while on school premises.
4. No electronic listening or recording device may be used by any person in a classroom without the teacher's and principal's permission. This section shall not
be construed as affecting the powers, rights, and liabilities arising from the use of electronic listening or recording devices as provided for by any other provision of law.

## F. PRINCIPAL DESIGNEE

In the event that a unit member is designated by the principal to serve as administrative designee for fifty percent ( $50 \%$ ) or more of the student instructional day, a concerted effort will be made to provide substitute coverage for the administrative designee.

## G. LIFTING STUDENTS

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

## H. SPECIALIZED HEALTH CARE PROCEDURES

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

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

Mere possession of sealed liquor products in a member's vehicle is not in and of itself a matter for discipline unless otherwise prohibited by law.
6. No employee shall manufacture, distribute, dispense, possess, consume, or be under the influence of illegal drugs or controlled substances at any workplace while the employee is acting within the scope of employment. Any employee who manufactures, distributes, dispenses, possesses, uses or is under the influence of illegal drugs or controlled substances at any workplace or any place while the employee is acting within the scope of employment is subject to discipline, up to and including dismissal, even for a first violation depending on the fact(s) of the case.

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

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

The possession or use of drugs under and consistent with the specific directions of a physician which does not seriously impair the performance of an employee or render the employee unfit to work with children is not prohibited.
7. The District has the right to search any District property, such as desks, lockers, cabinets, or other property with the exception of a member's locked desk or cabinet, unless there is reasonable suspicion or probable cause related to drug or alcohol use or possession.
8. A District official with authorization from the Superintendent or his/her designee may inspect an employee's personal property when there is reasonable suspicion to believe that the employee is in violation of the prohibitions in provision G, and the employee is advised about the reason for the inspection. The employee may request an Association-designated representative to be present during the inspection.

An employee's personal property will not be inspected without the employee's consent, but the District may discipline any employee up to and including dismissal if the employee refuses to consent to an inspection after being advised that a refusal to consent subjects the employee to discipline. However, such discipline will not be based solely on such refusal, but shall be based on all the fact(s) of the case.
9. The District, when there is reasonable suspicion, may request that an employee submit to drug and alcohol testing. Reasonable suspicion normally requires either information from a person who is known and whose credibility can be carefully weighed or another reasonable ground for suspecting that the testing will turn up evidence that provision G. has been violated. A reasonable ground includes, but is not limited to, the employee appearing to be under the influence of alcohol or drugs, the employee being found in possession of alcohol or suspected controlled substances, the employee being involved in an accident whose nature indicates impairment of ability or judgment, or the employee being involved in an incident in which a safety precaution was violated or a careless act was performed. The District also may request that an employee submit to drug or alcohol testing when the employee seeks to return to work after being absent for treatment or rehabilitation for alcohol or drug dependency.

An employee is not required to submit to drug or alcohol testing without the employee's consent, but the District may discipline any employee up to and
including dismissal if the employee refuses to consent to such testing. No discipline shall be imposed, however, unless the employee is advised about the reason for the testing, and the employee refuses to consent to the testing after being advised that a refusal to consent subjects the employee to discipline. However, such discipline will not be based solely on such refusal, but shall be based on all the fact(s) of the case.

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

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

The independent laboratory and/or clinic requested to conduct any testing shall be instructed to:
a. Ask the employee to provide a specimen. Test the specimen for the presence of any prohibited substances.
b. Preserve and mark all specimens yielding positive results.
c. Return the lab report and any other information showing results to the District with written consent of the employee as specified in Section D. 9 of this Article.

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

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

A District representative will attempt to interview any employee where a test shows positive results. The employee will be given an opportunity at such interview to explain the positive test result. If such explanation is satisfactory to the District representative, no discipline shall result from this test.
10. Testing reports will be treated similarly to other confidential personnel documents which have restricted access.
11. The District agrees to hold harmless, save and defend the Association and any officer, agent or employee thereof from any and all liability for damages or attorneys' fees and costs arising out of any claim against the Association or such person or persons concerning the interpretation or application of these drug testing provisions.
12. The District and the Association intend that these provisions shall be interpreted so as to give effect to all constitutional and statutory rights of employees, and to provide employees freedom from unreasonable searches.

## ARTICLE 14: HOURS

A. The length of the work year shall be one hundred eighty-five (185) days for the year. All certificated employees shall be at school (15) minutes prior to the start of school and shall remain a minimum of fifteen (15) minutes after classes adjourn at the TK- $8^{\text {th }}$ grade levels. (effective 7/1/2016). Exceptions to this may be granted by the immediate supervisor.

Preschool teachers will be in alignment with the preschool program hours, and preschool teachers shall be at school fifteen minutes prior to the start of the morning session and shall remain a minimum of fifteen minutes after the end of the afternoon session.

Work day for Academic Counselors, District Nurse, and Social Workers shall be eight (8) hours.

In addition to the minimum on site time described above, the duties and responsibilities of each unit member in his/her respective assignment will include but not be limited to the following:

## 1. Instructional Services

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

## 2. School and District Activities

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

## 3. Principal Advisory Committee (PAC)

Annually, certificated staff at each site will select committee members to comprise a Principal Advisory Committee. Representation will be balanced across grade levels and/or departments. Meeting agendas will be created by the LGTA Principal Advisory Committee members. Team will meet a minimum of once a month and length of the meetings will be determined by the committee members. The agenda shall be created by Committee members and shared with the Principal at least 24 hours in advance of the meeting, when possible. The agenda will have flexibility to deal with unexpected or time sensitive additional items. The purpose of the PAC is to share operational issues unique to the site, and to utilize a collaborative, respectful and problem-solving approach. Site-based concerns should be addressed through PAC at least twice before being brought to districtlevel problem-solving. PAC meeting minutes will be shared with all site PAC participants, including the site administrator, at the conclusion of the meeting.
B. All employees shall be entitled to a duty-free lunch period of thirty (30) minutes on all workdays.

## C. PARENT CONFERENCES

1. K- 6 Parent conferences will be scheduled on five (5) minimum days during the month of November.
2. The District will provide all TK- $6^{\text {th }}$ grade teachers a minimum day, during the Fall report card period for the preparation of parent teacher conferences, including completion of report cards. The day provided will fall on the Wednesday before fall conferences and will include the period between dismissal and the end of the staff meeting. One minimum day will be provided for middle school staff at VLMA and LGAM for parent teacher conference preparation.
3. Middle schools shall be granted up to five (5) minimum days per year for purposes of conferencing and/or staff development activities planned with input from teachers.
D. Full time middle school teachers shall have a non-teaching conference/preparation period equal to one (1) class period a day. No students will be regularly assigned to a teacher during this period without the teacher's prior authorization. When required to cover a class for which no substitute could be obtained during a prep period, teachers performing this service will be paid at the applicable contractual hourly rate, effective July 1, 2019, per prep period given up for this purpose.
E. Special Education teachers shall not be required to substitute for other unit members during the regular workday.
F. The District shall annually provide professional development for the unit members whose duties are impacted by special education mandates. The Association and the District shall jointly design the above referenced professional development program.
G. A representative of the Governing Board will meet annually with a representative from the Teachers' Association Bargaining Team to discuss the development of the annual school calendar.

The last teaching day of the school year shall be declared a minimum day. An additional student-free minimum day shall immediately follow the conclusion of the student instructional program for the year. Certificated staff will be allowed to leave upon check out.
H. Teachers required by District and/or supervisor to attend sixth grade camp will receive a total of two (2) extra days pay for performing 24-hour duty during the five (5) days of camp. Teachers spending less than five days on 24 -hour duty will receive a prorated amount based on the number of days spent at camp.
I. Certificated employees required by written notice from the District administration to attend Safety Patrol or other school-sponsored events/activities during weekends, holidays, and vacations will be paid at their regular salary rate for the day(s) involved.
J. When required by an administrator to work for more than four (4) hours beyond the regular work week on a District school's Federal Program Monitoring, a teacher will receive the daily substitute teacher stipend for each day worked.
K. Within the constraints of credentialing, considerations of teacher preferences and student needs, every attempt will be made to require a teacher in a fully departmentalized program to teach no more than three (3) different subject areas, excluding electives.
L. At the beginning of each year, each department and school staff will establish and follow staff meeting protocol and procedures which include agenda formation, group norms, expectations, methods of resolving conflict, and time management. The effectiveness of faculty meetings will be evaluated twice a year by school staffs.
M. Certificated staff members in the special education department will be provided the opportunity to meet by specialty areas. Staff development in the area of special education will be provided for all teachers as required by law.
N. Unit members who have an RSP cluster, or a fully included student, or an SDC mainstreamed student shall be provided release time to collaborate with support staff as appropriate to the needs of the student.
O. A minimum of one (1) full meeting-free day will be granted to teachers during the three (3) teacher workdays preceding the start of the school year.
P. Teachers wishing access to assigned classrooms prior to the start of their regular work year will be given keys when principals are available to distribute them.
Q. The Lemon Grove Teachers Association will provide suggested guidelines for site use for the equitable distribution of committees and professional responsibilities; i.e., faculty representative on the PTA, student council advisor, etc.
R. The District may establish a flexible calendar year for the following positions: TOSAEducational Services, TOSA-Technology, Data and Assessment, and Instructional Coaches. Additional positions may be added upon mutual agreement between the District and LGTA.
S. Each Dual Immersion teacher will receive one full day release time per reporting period to use as needed to assist with report card preparation, testing, assessments and preparation for parent conferences effective January 1, 2020. The Dual Immersion teacher, in cooperation with the site administrator, will develop a schedule of dates for the use of such release time.
T. Teacher release days, as provided in this section, are provided to reduce to some degree the workload associated with teacher duties and responsibilities before and after school. The administrator will calendar these release days on the District's substitute calendar in an attempt to ensure availability of substitutes.
a. Each site will be provided up to 24 roving substitute teachers per year to help with preschool to $8^{\text {th }}$ grade Student Success/Study Team meetings and/or IEP meetings.
b. Each school with a middle school program will be provided up to 2 release days with 3 substitute teachers per day for student transition meetings to the high school.
U. Wednesday Educator Learning Days (Ed Learn Days)

1. Beginning with the 2020-2021 school year, Ed Learn Days will occur weekly, every Wednesday, following the conclusion of students' lunch service period. Students will be dismissed after the conclusion of their lunch service period and an Ed Learn Day (approximately 120 minutes each Wednesday) will follow to provide professional development and collaboration time for staff between and among sites, grade levels and content areas. The District will direct three of the four Ed Learn Days each month and one Ed Learn Day will be self-directed. In months with five Wednesdays, the $5^{\text {th }}$ Wednesday will be self-directed.
2. Two of the three District-directed Ed Learn Days will be reserved for site-related items/professional development and shall not exceed 120 minutes. The other Districtdirected Ed Learn Days will be for professional development and instructional support provided by District staff or District provided consultants, not to exceed 120 minutes.
3. On Self-directed Ed Learn Days unit members will work independently or collaboratively at their professional discretion on education/professional projects and initiatives.
4. Preschool employees, due to varying funding sources, hours and program requirements, will not be subject to the requirements of this section. Alternative professional development opportunities, however, will be available to preschool teachers.
5. The District Teaching and Learning Council (see Article 16, section H.1) will engage in collaborative planning with the Superintendent or designee to develop Ed Learn Days.
a. Not later than May 30, the Committee will provide written recommendations to the Superintendent or designee regarding the agenda and topics of Districtdirected Ed Learn Days for the following school year.
b. After consideration of the recommendations, the Superintendent or designee will determine the calendar for all Ed Learn Days for the following year, and the topic for District-directed Ed Learn Days.
c. When calendaring Ed Learn Days for the following year, the Superintendent or designee will equitably allocate the Ed learn Days to account for Wednesdays when school may not be in session. Changes may be necessary. The District and Association will work together in this regard.
d. The District and Association recognize the need for flexibility in calendaring and programming Ed Learn Days
6. Specialized Sub-Groups: In coordination with the District and site administrators, unit member sub-groups, for example, content area departments, speech and language pathologists, special education teachers, psychologists, counselors, nurses, and/or social workers, may sometimes meet in smaller groups or subgroups, as approved by the District, on District-directed or self-directed Ed Learn Day.

On two school days per year, Special Day Class (SDC) and Resource Specialist Program (RSP) teachers may use such days to work on IEP's, reports, and assessments. The two (2) days shall be pre-determined and approved in advance by the Principal and Program Specialist, and subject to availability of substitutes.
7. Record Keeping: The Superintendent or designee shall determine a method for preparing and maintaining records of meetings held on District-directed Ed Learn Days. This should include, but not necessarily be limited to, a statement of purpose, a brief summary of discussion or actions and next steps. A copy of this record will be shared with the Superintendent or designee soon after each District-directed Ed Learn Day.

On self-directed Ed Learn Days, record keeping by the unit member shall be limited to completion of a sign out sheet at the end of the self-directed day. Sign out sheets will be available at the sites' main office.

## ARTICLE 15: JOB-SHARING

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

## B. APPLICATION

Entry into the program shall be voluntary subsequent to submission of a written application to the Superintendent. Such application shall be filed with the District Office on or before April 1, renewable annually.

## C. PAIRING

Job-sharing assignments shall be filled by two (2) teachers assigned by the Superintendent, with participating teachers input.
D. RETURN TO FULL TIME

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

## E. COMPENSATION

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

## F. BENEFITS

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

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

## H. SUBSTITUTING

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

The Superintendent shall have the authority to approve or deny any and all job shares. The Superintendent shall transmit the decision to the bargaining unit members.

ARTICLE 16: SALARY

## A. SALARY

1. See attached salary schedules.

## 2021-2022 Teachers' Salary

The 2021-2022 Teachers' Salary Schedule shall reflect a three and one-half percent ( $3.5 \%$ ) increase over the current certificated salary schedule (teacher, nurse, speech and language, school psychologist, social worker/academic counselor, and preschool), effective July 1, 2021. This increase shall apply to all members employed by the District as of the date of ratification of the Tentative Agreement and thereafter.

For each eligible unit member, the District shall provide a one time off-schedule payment of one percent (1\%) based on the unit member's 2021-2022 step/column on the certificated salary schedule (prorated based on the unit member's FTE).

To be eligible for the full $1 \%$, a unit member must be in paid status with the District on or before December 17, 2021. To be eligible for $50 \%$ of the $1 \%$, a unit member must be in paid status with the District on or before April 8, 2022. Temporary unit members working less than $50 \%$ of a full year of service shall receive $50 \%$ of the $1 \%$ payment (prorated based on their FTE). Payment of the $1 \%$ shall be provided on or about June 30, 2022.

## Preschool 2021-2022 School Year

Beginning July 1, 2021 increase Class VIII AA and Class VIII BA steps from 10 to 11. Any member who is on Step 10 will be placed at the appropriate service year placement up to and including Step 11.

## 2022-2023 Teachers' Salary

The 2022-2023 Teachers' Salary Schedule shall reflect a two and one-half percent (2.5\%) increase over the 2021-2022 certificated salary schedule (teacher, nurse, speech and language, school psychologist, social worker/academic counselor, and preschool), effective July 1, 2022.

## B. PLACEMENT ON THE SCHEDULE

1. All "plus" units indicated for Classes II through VI are after the award of the relevant degree.
2. Maximum placement for new teachers is Step 13 of any Class.
3. Previous teaching experience is granted to a maximum of thirteen (13) years, year for year, for service as a credentialed teacher within the last fifteen (15) years at the time pay begins
4. Military service

Maximum credit for up to 2 years for US Military Service as follows:
a. Service credit of 10-19 months: 1 step
b. Service credit of 20-29 months: 2 steps

## C. ADDITIONAL COMPENSATION

1. Master's degree holders receive $\$ 1,311$ per year for all unit members.
2. Doctorate degree holders receive $\$ 550$ per year for all unit members.
3. Special teachers receive an added $\$ 550$ per year.
4. National Board Teacher Certification holders receive an added $\$ 850$ per year. Effective July 1, 2021, school psychologists with NASP Certification are also eligible to receive the $\$ 850$ payment amount.
5. The program support teacher's rate of pay is $\$ 38.03$ per hour, effective July 1, 2021. This hourly rate will increase by the same percentage as any future certificated salary schedule increase.
6. A unit member teaching during her/his conference/preparation period on a regular basis (does not include substituting) will be reimbursed for this extra assignment at one-sixth ( $1 / 6$ ) of the salary according to her/his placement on the salary schedule. Selection for such assignments will be made according to Article 7: Transfer and Assignment.
7. Effective July 1, 2020, all social workers who are currently registered as a licensed clinical social worker shall receive an annual $\$ 550$ stipend.

## 8. New Site-Based Stipend Positions

Beginning with the 2021-2022 school year, and subject to available funding as determined by the District, the District shall create the following new stipend positions (below) at various school sites. Selection decisions shall be made by the District and site principal for a one school year assignment. Compensation shall be as indicated below. Hours shall vary and range from approximately 1 to 3 hours per week. Each year the stipend will be applied for again and reselected. For the 2021-2022 school year, selection decisions shall be made in fall 2021. Thereafter, if continued, selection decision shall be made by the last day of school (e.g. for the 2022-2023 school year selection decisions would be made by the last day of the 2021-2022 school year). The decision to fill and continue the stipended position(s) each year is at the discretion of the principal and based on the District's ability to fund the stipended positions, as determined by the District.

The supervisor and unit member shall meet at the beginning of the year to discuss expectations and time commitment for any given month(s) (as logged by the unit member and reviewed by the supervisor), then the unit member and supervisor shall meet to discuss possible hours adjustment prospectively.

| Stipend Name | Time Commitment | Compensation |
| :---: | :---: | :---: |
| Technology Lead | $\sim 5$ hours per month | $\$ 1575 /$ year |
| Site Testing Coordinator | $\sim 5$ hours per month | $\$ 1575 /$ year |
| MTSS Equity Team <br> Member | $\sim 2$ hours per week | $\$ 2520 /$ year |


| Parent \& Family <br> Engagement Lead | $\sim 2.5$ hours per week | $\$ 3150 /$ year |
| :---: | :---: | :---: |
| Social Worker Lead | $\sim 2$ hours per week | $\$ 2520 /$ year |
| Speech \& Language <br> Pathologist Lead | $\sim 2$ hours per week | $\$ 2520 /$ year |
| Restorative Practice Lead | $\sim 1$ hour per week | $\$ 1260 /$ year |
| Social Worker Intern <br> Coordinator | $\sim 3$ hours per week | $\$ 3780 /$ year |


| In Service- outside of contract time | $\$ 34$ per hour | Effective 07/01/2021 |
| :--- | :--- | :--- |
| Substituting during preparation period | $\$ 34$ per hour | Effective 07/01/2021 |
| Staff Developer Preparation stipend | $\$ 125$ | Effective 07/01/2021 |
| Curriculum Writing/Planning | $\$ 34$ per hour | Effective 07/01/2021 |
| Staff Development Planning | $\$ 34$ per hour | Effective 07/01/2021 |
| Support Teachers | $\$ 38.03$ per hour | Effective 07/01/2021 |
| Home Hospital Instruction <br> $\bullet .25 ~ h r . ~ o f ~ p r e p ~ t i m e ~ p e r ~ h r . ~ o f ~$ <br> instruction paid at same rate | $\$ 40$ per hour | Effective 2/1/07 <br> Effective 2/1/11 <br> Effective 2/1/11 |
| Extended Day Site Facilitator | E40 per hour | Effective 8/20/07 |
| Extended Day Core Intervention <br> Instruction <br> $\bullet .25 ~ h r . ~ o f ~ p r e p ~ t i m e ~ p e r ~ h r . ~ o f ~$ <br> instruction paid at same rate | $\$ 40$ per hour | Effective 8/20/07 |
| Extended Day Enrichment Instruction | \$34 per hour <br> 2 days per diem; if <br> holiday, 1 additional day <br> per diem | Effective 7/1/98 |
| Sixth Grade Camp | Effective 07/01/2021 <br> day, min. 1 hour |  |
| Certificated services outside contract year | Effective 2/1/98 |  |
| Instrumental Music Teacher <br> $\bullet$ Prorated per FTE \% | $3 \%$ salary schedule at <br> Class 1, Step 6 | Effective 2/1/98 <br> Effective 8/1/10 |
| ASB Advisor/Performing Art Teacher | $3 \%$ salary schedule at <br> Class 1, Step 6 | Effective 7/28/02 |
| Certificated employees responsible for <br> Medi-Cal documents (all certificated <br> special educations staff are required to <br> submit such hours on a monthly basis <br> using existing time provided for <br> completing Medi-Cal billing) | $\$ 34$ per hour up to 18 <br> hours per school year | Effective 07/01/2021 |

D. RECLASSIFICATION

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

1. A unit member expecting to qualify for reclassification on the salary schedule shall file the required District form stating his/her intent. The district form must be filed by April 1 of the year prior to the salary reclassification in order to permit such reclassification for the next school year. It is the employee's responsibility to request any change in class and submit the final transcripts to Human Resources.
2. All coursework information in regards to the university or college accreditation should be submitted to Human Resources prior to the employees enrolling.
a. Courses must be related to the delivery of professional education services.
b. They must be upper division or graduate level courses from a regionally accredited university or college.
c. Courses not meeting criteria of this section must be submitted to the Supervisor of Human resources prior to registering and attending the event. If denied, the Peer Assistance Review committee will have 30 working days to review the request and make a final decision.
3. Reclassification will be effective upon the district receiving and date-stamping official transcripts. The District will follow Ed Code 45048 for reclassifying once the date-stamped official transcripts have been received in Human Resources.
4. See Article 16.H Professional Development Activities Compensation for information on possibly earning salary credit through professional development activities.

## E. DEFINITIONS

1. Hours

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

## 1. Service Increments

A teacher shall be granted one (1) increment for each year of teaching service in the District until the maximum salary of the training class is reached. Days absent for any reason shall not count as days of service except for the following reasons:
a. Absences on official District business and approved by the governing board.
b. Absences which are legally creditable to paid leaves.
c. Absences which are due to illness incurred or injuries suffered in connection with employment with the District and for which Worker's Compensation Insurance benefits are received.

Service increments are granted on the beginning date of contract service in the school year immediately following that school year in which the service increment was earned.

A year of teaching service in the District shall equal at least $75 \%$ of the teaching days in a given school year.

## 2. Special Teachers

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

## F. MILEAGE ALLOWANCE

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

## G. SALARY WARRANTS

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

## H. PROFESSIONAL DEVELOPMENT ACTIVITIES COMPENSATION

1. The Teaching and Learning Council (consisting of District and LGTA appointed members representing all school sites) will review all professional development plans/activities and make recommendations to district administration. Unit members serving on this committee will be compensated at the applicable contractual hourly rate, effective July 1, 2019.
2. The District and the Association agree that attendance at professional development activities presented on Saturdays or after the regular workday shall be voluntary. The parties also agree unit members will be compensated for only those professional development activities by the District as priority.
a. Unit members attending a priority professional development activity on a Saturday shall be paid at the current hourly rate or qualify for salary hurdle credit as set forth in paragraph c. below.
b. Unit members attending a priority professional development activity after their regular workday shall be paid at the current hourly rate per hour or qualify for salary hurdle credit as set forth in paragraph c. below. The hourly rate shall commence at the end of the duty day.
c. Unit members attending professional development activities may qualify for salary hurdle credit as follows:
(1) Courses specifically designed and designated as courses for salary hurdle credit shall support District goals and priorities.
(2) Each course will describe the eligibility for attendance, the course requirements, and the project/outside work expected for credit.
(3) All unit members will not be eligible for every course offered.
(4) Courses shall be reviewed periodically to be updated in line with District goals.
(5) One (1) unit of salary hurdle credit shall be granted for each fifteen (15) hours of class time plus thirty (30) hours of work outside of class time. Proof upon completion of hours required. In addition, proof of successful completion shall be submitted to Human Resources.
(6) Salary hurdle credit shall not be granted for courses in which the unit member is receiving university credit or payment for attendance.
d. Unit members will not be held responsible for information presented during summer professional development unless the District provides opportunities to receive such information during the regular work year.
(1) Professional development activities as part of a grant shall follow the provisions in paragraph d.
(2) Unit members who function as trainers of other unit members shall be compensated at the Staff Developer Preparation Stipend amount. In addition, the unit member shall also receive the attendee rate of pay for each day they present. The Staff Developer Preparation Stipend is a one-time fee that applies to the creation of materials for the presentation and the time preparing to present said material.
e. Time spent during Ed Learn Days is not compensable.

## I. STAFF DEVELOPMENT

1. Professional Development that occurs outside of contract time will be paid at the current hourly rate per hour.
2. Curriculum writing and staff development planning that occurs outside of contract time will be paid at the current hourly rate per hour.

## ARTICLE 17: HEALTH BENEFITS

A. Major medical benefits are currently provided through VEBA. Coverage is subject to all rules and regulations of VEBA. The rate sheets are applicable plans from VEBA may change each benefit year. See attached benefit rate sheet (s) in the appendix.
B. For the 2021 Benefits Plan Year the District's maximum annual contribution amount (the new cap) shall not exceed $\$ 8,000.00$ or the actual cost of employee only medical coverage at the Kaiser Employee rate, whichever is less. This new cap shall be effective, January 1, 2021, and remain in effect thereafter unless and until a new cap is negotiated. Premium costs that exceed the maximum contribution amount shall continue to be paid by unit members through individual tenthly payroll deductions.

For the 2022 Benefits Plan Year, and each year thereafter, the District's maximum annual contribution amount (the new cap) shall not exceed the actual cost of Kaiser employee only medical coverage (single coverage). This new cap shall be effective on January 1 of the Plan Year. Premium costs that exceed the maximum contribution amount shall continue to be paid by unit members through individual tenthly payroll deduction.
C. The District will pay $65 \%$ of the premium costs for dependent major medical insurance (e.g. employee plus one and family coverage). Premium costs that exceed the maximum contribution shall continue to be paid by unit members through individual tenthly payroll deductions.
D. For each eligible unit member, the District will pay for life insurance in the amount of $\$ 25,000$.
E. For each eligible unit member, the District will pay employee only coverage for vision and dental insurance through the Fringe Benefit Consortium (FBC) and subject to all the rules and regulations of the FBC. Employees may purchase dependent vision and dental insurance and pay the additional amounts through individual tenthly payroll deductions.
F. The District agrees (with the consent of the insurers) to permit any retiree who wishes to do so to continue to purchase medical insurance through the district at his/her own cost beginning on the $65^{\text {th }}$ or $70^{\text {th }}$ birthday, depending on the option selected in Article 19: Retirement Health Benefits B.2., subject to the rules of the carriers. The insurance carrier may provide post age 65 health benefit plans to retired employees at the retirees own expense.
G. Board Policy 4156.3, "Replacement or Repair of Employee's Personal Property," shall remain in effect for the term of this agreement.
H. A pre-tax plan as allowed by the IRS (Sec. 125) will be instituted. If at any time the IRS disallows this pre-tax plan, this program will be dropped by the District and the District will assume no responsibility for any employee losses due to disallowance or non-use of funds in a calendar year.
I. Voluntary life insurance, voluntary disability insurance, and voluntary long term health care insurance shall be eligible for employees to purchase at their own expense.

## ARTICLE 18: RETIREMENT HEALTH BENEFITS

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

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

## INSURANCE BENEFIT OPTION I

This Option is available to employees who retire after July 1, 2017 and are between the ages of 55 and 64 with 10 or more years of service in LGSD. This benefit is provided to age 65 .

| Age at Retirement <br> (Last Day of Work) |
| :---: |
| 55 |
| 56 |
| 57 |
| 58 |
| 59 |
| 60 |
| 61 |
| 62 |
| 63 |
| 64 |

With 10 Years or More Service in LGSD
Until Age 65 - Health Benefits Provided
Medical/Dental/Vision Plans
100\%
100\%
100\%
100\%
100\%
100\%
100\%
$100 \%$
$75 \%$
50\%
The percentage of contribution applicable at the age of retirement shown above shall continue until the first day of the month the retiree turns 65 .

## INSURANCE BENEFIT OPTION II

This Option is available to employees who were hired prior to July 1, 2017 between the ages of 55 and 60 with 15 years or more service in LGSD. This benefit is provided to age 70. This Option II is no longer available to employees hired after July 1, 2017.

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

C. Additional Benefit Provisions

1. When District paid benefits end, a retiree may choose to remain in a group coverage held by the District at his/her own cost.
2. Eligibility of retirees and dependents shall be covered by the rules and regulations of the insurance carrier(s) and the retiree shall be expected to perform all acts necessary on the certificated employee's part to meet any such rules and regulations.
3. The retired certificated employee shall select coverage from the medical benefit plan(s) available in the District and shall remain eligible for the listed percentage of District contribution for whatever District medical benefit plan(s) are available during the employee's retirement benefit period, not to exceed the greater premium paid to any HMO offered by the District.
4. The retiring certificated employee shall have the option after retirement of paying the premiums for dependents who are eligible for coverage under the rules and regulations of the insurance carrier(s).
5. Employees eligible for retirement benefits shall be a retiree employed during the term of this contract, or subsequent contracts containing benefits as one of its provisions.
D. Retirees residing outside Insurance Carrier(s) service areas.
6. Retirees who move outside the coverage area of the District's carrier(s) shall receive either (1) cash payments equal to what the district would have paid on their behalf for insurance if they had remained in the coverage area or (2) reimbursement for insurance purchased outside the coverage area, whichever is less.
7. If the district is making cash payments to the retiree under this provision, the retiree must annually submit evidence acceptable to the District to show medical insurance payments were made to cover the retiree (not including dependents).

## ARTICLE 19: PART-TIME EMPLOYMENT

## A. Part Time and Support Teachers:

The job descriptions will be used to determine the work and assignments of part time teachers and support teachers. When needed, the principal, HR administrator, the employee, and the LGTA rep will meet to clarify essential functions and duties.
B. Reduced Workload:

1. In accordance with the Education Code Section 44922, a unit member may reduce his/her work load prior to retirement from full-time to part-time duties and receive the same credit toward retirement he/she would have received if he/she were employed on a full-time basis. Regulations governing this provision are as follows:
2. Fifteen (15) years of prior full-time service in a position requiring certification in the public school system of California which includes grades K-12, community college, or as a teacher in the California State University and College Systems, the last ten (10) of which shall have been full-time in this District.
3. Attain the age of fifty-five (55) prior to the beginning of the school year or term in which the reduction in teaching services begins. It shall be the employee's responsibility to initiate the request for reduced teaching service.
4. An application for reduced service shall be executed by the employee, in writing, prior to March 1 in the year preceding the period of requested reduced service. Once an agreement on reduced service is made, it can be revoked only with the mutual consent of the employee and the employer. It is understood that at the termination of the unit member's participation in the Part-Time Employment Plan, the employee will begin his/her retirement.
5. The employee shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall receive health benefits in the same manner as a full-time employee.
6. The minimum part-time employment shall be the equivalent of one-half $(1 / 2)$ of the number of days of service required by the employee's contract of employment during his/her final year of service in a full-time position.
7. The member and the District shall both contribute to the teacher's retirement fund the amount that would have been contributed if the member was employed on a full-time basis as per STRS regulations.
8. The reduced workload status must be based on a full school year or term and the minimum compensation paid of time worked must be equal to no less than one-half ( $1 / 2$ ) time. All contributions must be paid monthly to STRS.
9. The employee on a half-time assignment will receive sick leave and personal necessity leave on a pro-rated basis.
10. If an employee does not receive approval to continue part-time employment, the individual may either retire or return to a full-time position within the area of their credential.
11. Only one (1) person may participate in this program at a time. When two (2) or more employees apply for the part-time employment option, the administration will designate who will have the opening based on consideration of District need, teacher evaluation(s), and seniority as factors.

## ARTICLE 20: DISCIPLINE PROCEDURES

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

1. A statement identifying the District.
2. A statement in ordinary and concise language of the specific act(s) and omission(s) upon which the proposed disciplinary action is based.
3. The specific disciplinary action proposed and effective date(s).
4. The cause(s) or reason(s) for the specific disciplinary action proposed.
5. A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.
6. A statement that the employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the fifteen (15) calendar days following the date the written notice was served. Nothing contained herein shall prohibit the introduction of evidence at any hearing which may be requested pursuant to this Article.
7. A statement that the employee, upon request, is entitled to appear personally before the Superintendent or Assistant Superintendent, Human Resources regarding the matters raised in the written notice prior to the end of the fifteen (15) calendar days following the date the written notice was service. At such meeting, the employee shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case.
8. A statement that the employee, upon written request, is entitled to a full evidentiary hearing before an arbitrator before any disciplinary action is final. The statement shall indicate that the proposed disciplinary action may commence after the fifteen (15) calendar days following the date the written notice was served. The statement also shall indicate that no full evidentiary hearing will be held unless a written demand for such a hearing is delivered to the Superintendent within seven (7) calendar days after the date the written notice of proposed disciplinary action is served.
E. The employee in the bargaining unit shall receive a full evidentiary hearing on the proposed disciplinary action only if a written demand for such a hearing is delivered to the Superintendent within seven (7) days of the written notice of proposed disciplinary action. In the absence of a demand for a full evidentiary hearing, the Superintendent shall act upon the charges after the time period for hearing demand has expired. The procedure in Paragraph D shall be the sole procedure to be utilized by an employee or the Association. The grievance procedure in this Agreement is not applicable to this Article.
9. The full evidentiary hearing shall be conducted before an arbitrator. An arbitrator shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, and the hearing shall be conducted under those Rules.
10. The employee shall have the right to appear in person on his/her own behalf, or at the employee's option, to appear and be represented by the Association.
11. Hearings will be recorded at the request of either party with such expense being borne equally by the parties. The cost of the hearing officer shall be borne by the District.
12. The decision by the hearing officer shall be final and binding on the District, the Association, and the employee.
F. With respect to employees whose probationary period commenced during the 1983-84 fiscal year or any fiscal year thereafter, the following provisions shall apply:
13. The parties acknowledge that such probationary employees may be dismissed or suspended without pay for a specified period of time in excess of fifteen (15) work days under Education Code Section 44948.3. Nothing in this Article shall be construed to limit such right to dismiss or suspend. Among the reasons that may be deemed sufficient by the District to dismiss or suspend without pay such probationary employees are:
a. Unsatisfactory performance determined pursuant to Education Code Article 11, Sections 44660 (et seq.)
b. Cause, as defined in Education Code Section 44932.
14. The District Superintendent or his designee shall give thirty (30) days prior written notice of dismissal not later than March 15 in the case of second-year probationary employees. Notice of suspension without pay shall be given pursuant to Paragraph C. This notice shall include a statement of the reasons for the dismissal or suspension and notice of the opportunity to appeal. In the event of a dismissal or suspension for unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code Section 44664 shall accompany the written notice.
G. If the notice of dismissal or suspension is given, the employee shall have fifteen (15) days from receipt of the notice of dismissal or suspension to submit to the Governing Board a written request for a hearing. The failure of an employee to request a hearing within fifteen (15) days from receipt of a dismissal or suspension notice shall constitute a waiver of the right to a hearing. The hearing provided for in Paragraph E shall constitute the hearing on the dismissal or suspension. However, the arbitrator's decision shall constitute a recommendation to the Governing Board and shall be advisory only.

## ARTICLE 21: NEGOTIATIONS PROCESS

A. The District and the Association agree that they wish to establish and maintain a flexible process of negotiations in order to meet the following common goals:

1. To promote open and improved communications.
2. To develop and maintain a higher degree of trust.
3. To recognize the interests of the other party.
4. To solve problems jointly.

## ARTICLE 22: MISCELLANEOUS

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

## ARTICLE 23: SAVINGS PROVISION

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

## ARTICLE 24: EFFECT OF AGREEMENT

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

## ARTICLE 25: COMPLETION OF MEET AND NEGOTIATION

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

2021 REVISED Ed Learn Days 8:00 Start (drafted on 5/26/21)

| Questions | Site Ed Learn Day <br> (e.g., Staff meeting) <br> $(-2$ per month) | District <br> Ed Learn Day <br> $(-1$ per month) | Self-directed Ed Learn Day <br> ( -1 per month) |
| :---: | :---: | :---: | :---: |
|  | School Start Time <br> $8: 00 ~ a m$ | $\frac{\text { School Start Time }}{8: 00 \mathrm{am}}$ | $\frac{\text { School Start Time }}{8: 00 ~ a m}$ |

LGSD to LGTA
6.2.21@12:30 pm

Page 7

|  | SM and MV ( $\mathrm{K}-6$ ) | SM and MV (K-6) | SM and MV (K-6) |
| :---: | :---: | :---: | :---: |
|  | $\frac{\text { School Dismissal }}{1: 08 \mathrm{pm}}$ | $\frac{\text { School Dismissal }}{1: 08 \mathrm{pm}}$ | $\frac{\text { School Dismissal }}{1: 08 \mathrm{pm}}$ |
|  | $\begin{aligned} & \text { Transition Time }(-20 \mathrm{~min} .) \\ & \mathbf{1 : 0 8} \mathbf{~ p m}-\mathbf{1 : 2 8} \mathbf{~ p m} \end{aligned}$ | Transition Time ( -20 min .) Self-Directed Time ( 20 min .) 1:08 pm - 1:48 pm | $\begin{aligned} & \text { Transition Time ( }-20 \mathrm{~min} . \text {. } \\ & \mathbf{1 : 0 8} \mathbf{~ p m}-\mathbf{1 : 2 8} \mathbf{~ p m} \end{aligned}$ |
|  | $\frac{\text { Meeting Start Time }}{1: 28 \mathrm{pm}}$ | $\frac{\text { District Meeting Start Time }}{1: 48 \mathrm{pm}}$ | $\frac{\text { Self-Directed Time }}{1: 28-2: 43}$ |
|  | $\frac{\text { Meeting End Time }}{3: 28 \mathrm{pm}}$ | $\frac{\text { Meeting End Time }}{3: 48 \mathrm{pm}}$ | N/A |
|  | Staff may leave no earlier than 3:28 | Staff may leave no earlier than 3:48 pm | Staff may leave no earlier than 2:43 pm (sign-out in office) |
| Total Instructional Minutes (based on 3 minimum days per month) |  |  |  |
| Total: 13 hr .54 min. | 4 hr .38 min . | 4 hr .38 min . | 4 hr .38 min . |
| Total Minutes for Ed Learn |  |  |  |
| Total: 4 hr . | 2 hr . staff meeting | 2 hr . District Ed Learn |  |
| Transition Time |  |  |  |
| Total: 1 hr.. | 20 min . | 20 min . | 20 min . |
| Self-Directed Minutes |  |  |  |
| Total: 1 hr .35 min . | 0 | 20 min . | 1 hr .15 min . |
| Minimum Day Work Minutes (per month) |  |  |  |
| Total: 20 hr .29 min. | 6 hr .58 min . | 7 hr .18 min . | 6 hr .13 min . |

2021 REVISED Ed Learn Days 8:15 Start (drafted on 5/26/21)

| Questions | Site Ed Learn Day (e.g., staff meeting) ( -2 per month) | District Ed Learn Day (-1 per month) | Self-directed Ed Learn Day (-1 per month) |
| :---: | :---: | :---: | :---: |
|  | $\begin{gathered} \frac{\text { School Start Time }}{8: 15 \mathrm{am}} \\ \text { VLMA }(7-8) . \text { MV (7-8) } \end{gathered}$ | $\begin{gathered} \frac{\text { School Start Time }}{8: 15 \text { am }} \\ \text { VLMA (7-8), MV (7-8) } \end{gathered}$ | School Start Time 8:15 am VLMA (7-8), MV (7-8) |
|  | $\frac{\text { School Dismissal }}{1: 23 \mathrm{pm}}$ | $\frac{\text { School Dismissal }}{1: 23 \mathrm{pm}}$ | $\frac{\text { School Dismissal }}{1: 23 \mathrm{pm}}$ |
|  | $\begin{aligned} & \text { Transition Time (-20 min.) } \\ & \text { 1:23 pm - 1:43 pm } \end{aligned}$ | Transition Time ( -20 min .) Self-Directed Time ( 5 min .) 1:23 pm - 1:48 pm | $\begin{aligned} & \text { Transition Time }(-20 \mathrm{~min} .) \\ & 1: 23 \mathrm{pm}-1: 43 \mathrm{pm} \end{aligned}$ |
|  | $\frac{\text { Meeting Start Time }}{1: 43 \mathrm{pm}}$ | $\frac{\text { Meeting Start Time }}{1: 48 \mathrm{pm}}$ | Self-Directed Time $1: 43-2: 58$ |


|  |  |  | LGSD to LGTA 6.2.21@12:30 pm Page 8 |
| :---: | :---: | :---: | :---: |
|  | $\begin{aligned} & \text { Meeting End Time } \\ & 3: 43 \mathrm{pm} \end{aligned}$ | $\frac{\text { Meeting End Time }}{3: 48}$ followed by 15 min . of Self-Directed Time | N/A |
|  | Staft may leave no earlier than $3: 43$ | Staff may leave no earlier than 4:03 pm | Staft may leave no earlier than 2:58 pm (sign-out in office) |
| Total Instructional Minutes (based on 3 minimum days per month) |  |  |  |
| Total: $\mathbf{1 3} \mathbf{h r} .54$ min. | 4 hr .38 min. | 4 hr .38 min . | 4 hr .38 min . |
| Total Minutes for Ed Learn |  |  |  |
| Total: 4 hr . | 2 hr . staft meeting | 2 hr . District Ed Learn |  |
| Transition Time |  |  |  |
| Total: 1 hr.. | 20 min . | 20 min . | 20 min . |
| Self-Directed Minutes |  |  |  |
| Total: 1 hr .35 min . | 0 | 20 min . | 1 hr .15 min . |
| Minimum Day Work Minutes (per month) |  |  |  |
| Total: 20 hr .29 min. | 6 hr .58 min . | 7hr. 18 min . | 6 hr .13 min . |

## 2021 REVISED Ed Learn Days 8:20 Start (drafted on 5/26/21)

| Questions | Site Ed Learn Day (e.g., staff meeting) (-2 per month) | District Ed Learn Day ( -1 per month) | Self-directed Ed Learn Day (-1 per month) |
| :---: | :---: | :---: | :---: |
|  | $\frac{\text { School Start Time }}{8: 20 \mathrm{am}}$ <br> SA, MH, LGA-E \& M, VLMA (TK-6) | $\frac{\text { School Start Time }}{8: 20 \mathrm{am}}$ <br> SA, MH, LGA-E \& M, VLMA (TK-6) | $\frac{\text { School Start Time }}{8: 20 \mathrm{am}}$ <br> SA, MH, LGA-E \& M, VLMA (TK-6) |
|  | $\frac{\text { School Dismissal }}{1: 28 \mathrm{pm}}$ | $\frac{\text { School Dismissal }}{1: 28 \mathrm{pm}}$ | $\frac{\text { School Dismissal }}{1: 28 \mathrm{pm}}$ |
|  | $\begin{aligned} & \text { Transition Time ( }-20 \mathrm{~min} \text {.) } \\ & \text { 1:28 pm }-1: 48 \mathrm{pm} \end{aligned}$ | $\begin{aligned} & \text { Transition Time }(-20 \mathrm{~min} .) \\ & \text { 1:28 pm }-1: 48 \mathrm{pm} \end{aligned}$ | $\begin{aligned} & \text { Transition Time ( }-20 \mathrm{~min} \text {.) } \\ & \text { 1:28 pm }-\mathbf{1 : 4 8} \mathrm{pm} \end{aligned}$ |
|  | $\begin{aligned} & \text { Meeting Start Time } \\ & 1: 48 \mathrm{pm} \end{aligned}$ | $\frac{\text { Meeting Start Time }}{1: 48 \mathrm{pm}}$ | Self-Directed Time 1:48-3:03 |
|  | Meeting End Time 3:48 pm Followed by self-directed learning | $\begin{gathered} \text { Meeting End Time } \\ 3: 48 \mathrm{pm} \\ \text { followed by } 20 \mathrm{~min} \text {. of Self-Directed Time } \end{gathered}$ | N/A |
|  | Staff may leave no earlier than at $3: 48$ | Staff may leave no earlier than at 4:08 pm | Staff may leave no earlier than 3:03 pm (sign-out in office) |
| Total Instructional Minutes (based on 3 minimum days per month) |  |  |  |

LGSD to LGTA 6.2.21@12:30 pm Page 9

| Total: $\mathbf{1 3} \mathrm{hr} .54$ min. | 4 hr .38 min . | 4 hr .38 min . | 4 hr .38 min . |
| :---: | :---: | :---: | :---: |
| Total Minutes for Ed Learn |  |  |  |
| Total: 4 hr . | 2 hr . staff meeting | 2 hr . District Ed Learn |  |
| Transition Time |  |  |  |
| Total: $1 \mathrm{hr} .$. | 20 min . | 20 min . | 20 min . |
| Self-Directed Minutes |  |  |  |
| Total: 1 hr .35 min. | 0 | 20 min . | 1 hr .15 min . |
| Minimum Day Work Minutes (per month) |  |  |  |
| Total: 20 hr .29 min. | 6 hr .58 min . | 7hr. 18 min. | 6 hr .13 min . |

## Commitments:

## As an Educational Services team we commit to being: Community Builders, Resourceful, Knowledgeable, Supportive, and Systems Oriented. <br> Let us know how we can serve and support you.

Team Members

| Management |  |  |  |
| :---: | :---: | :---: | :---: |
| Name | Title | Contact Info | Major Areas of Support |
| Marianna Vinson | Executive Director, Educational Services | mvinson@lemongrovesd.net 619-825-5727 (office) (office) | Cabinet \& Board <br> Strategic Plan \& LCAP <br> Principal Leadership \& Evaluation <br> AMP (Art, Music, PE) Program |
| Amy Fulinara | Coordinator, Educational Services | $\frac{\text { afulinara@lemongrovesd.net }}{\text { (cell) }}$ $\frac{\text { (c) }}{619-825-5600 \text { (office) }}$ | Instructional Coaches <br> Curriculum (including adoptions) <br> Professional Development |
| Bonita DeAmicis | Principal on Special Assignment (POSA) | bdamicis@lemongrovesd.net - (cell) | Principal Coach Assistant Principal Training |
| Melvetta Owens | Early Childhood Coordinator | mowens@lemongrovesd.net 619-825-5722 (office) | Preschool Programs <br> Early Childhood Education Committee |
| Classified Staff |  |  |  |
| Name | Title | Contact Info | Major Areas of Support |
| Autumn Cropp | Administrative Secretary | $\frac{\text { acropp@lemongrovesd.net }}{\text { (cell) }} \frac{\text { (celf }}{\text { 619-825-5728 (office) }}$ | Assistant to Executive Director Ed Srvcs Contracts \& Budget Board Updates \& Agenda Items |
| Nuria <br> Mestres-Soler | District Interpreter and Translator | nmestres@lemongrovesd.net translator@lemongrovesd.net (cell) 619-825-2615 (office) | Spanish Interpretation (oral) and Translation (written) African Alliance (for other language translation) |
| Certificated Staff |  |  |  |
| Name | Title | Contact Info | Major Areas of Support |
| Debbie Skipper | TOSA - Educational Services | $\frac{\text { dskipper@lemongrovesd.net }}{619-825-5627 \text { (office) }}$ | Professional Development (Certificated and Classified) |
| Arlene Parra | TOSA - Technology, Data \& Assessment | $\frac{\text { aparra@lemongrovesd.net }}{619-825-5627 \text { (office) }}$ | Instructional Technology Data \& Assessment |

## Lemon Grove School District

Tools for Cultivating Genius
These tools are meant to supplement our understanding of Cultivating Genius. Please add to this list as you come across other tools and resources that may be helpful to others!

| Tool | Description |
| :---: | :---: |
| Media Hub (Hill Pedagogies) | A hub of different articles, videos, and podcasts. |
| Lesson Plan Examples (Hill Pedagogies) | Lesson plan examples from Gholdy's team: <br> - English Language Arts <br> - Mathematics <br> - Science <br> - Social Studies <br> - Arts |
| Culturally Responsive Education and Text Selection Video Series | A video series that outlines the process for text set selection <br> 1. Culturally Responsive Education and Text Selection <br> 2. Selecting Culturally Responsive Text Sets <br> 3. Employing Text Sets in Lessons |
| EdWeek Article | An interview with Gholdy that provides an overview of the HILL framework; useful for a quick summary of the equity model. |
| Interviews | These interviews provide further insight into Gholdy's work: <br> - Schomburg Center Workshop: Unearthing Genius and Jov <br> - Identity Talk 4 Educators Podcast |

ED LEARN Days Proposed Schedule 2021-22
*5th Wednesday is a Self-Directed Day per the contract
15 Site Days, 9 District Days, 14 Self-Directed Days

| Date | Type | Notes |
| :---: | :---: | :---: |
| 2021 |  |  |
| 8/18 | Site | First day of school |
| 8/25 | Self-Directed |  |
| 9/1 | Site |  |
| 9/8 | District | Choice Workshops |
| 9/15 | Self-Directed |  |
| 9/22 | Site for Elem. <br> Self-Directed for MS | Elementary IC training <br> Middle School Parent Conference Prep |
| 9/29 | Self-Directed | Middle School Parent Conferences |
| 10/6 | Site |  |
| 10/13 | District | Effective Teaching for Multilingual Learners (Liz Pappas) |
| 10/20 | Self-Directed |  |
| 10/27 | Site for MS <br> Self-directed for Elem | Elementary Report Card Prep |
| 11/3 | Site |  |
| 11/10 | District | Effective Inclusive Teaching for Special Education Students |
| 11/17 | Self-Directed | Elementary Parent Conferences |
| 11/24 | N/A | Thanksgiving Break |
| 12/1 | Site |  |
| 12/8 | District | Choice Workshops |
| 12/15 | Self-Directed |  |
| 12/22 | N/A | Winter Break |


| 12/29 | N/A | Winter Break |
| :---: | :---: | :---: |
| 2022 |  |  |
| 1/5 | Site |  |
| 1/12 | District | Effective Teaching for Multilingual Learners (Liz Pappas) |
| 1/19 | Self-Directed |  |
| 1/26 | Site |  |
| 2/2 | Site |  |
| 2/9 | District | Choice Workshops |
| 2/16 | Self Directed |  |
| 2/23 | Site |  |
| 3/2 | Site |  |
| 3/9 | Self Directed |  |
| 3/16 | District | Culturally Responsive Teaching - District Learning Fair? |
| 3/23 | Site | San Miguel \& Monterey Heights Prep for FPM visit |
| 3/30 | Self Directed |  |
| 4/6 | Site | CAASPP Training |
| 4/13 | N/A | Spring Break |
| 4/20 | N/A | Spring Break |
| 4/27 | Self-Directed |  |
| 5/4 | Site |  |
| 5/11 | District | Looking ahead to 22-23/Day of the Teacher |
| 5/18 | Self-Directed |  |
| 5/25 | Site |  |
| 6/1 | District | End of Year Reflection \& Celebration |
| 6/8 | Self-Directed |  |






 \begin{tabular}{l}
Q1 <br>
\hline Teachers Published \& Done By: <br>
\hline

 

\hline Run "Missing Grade" Report \& Monday \& $9 / 27 / 2021$ \& $8: 30$ AM <br>
\hline

 Teachers Make Corrections/Republish Only If Contacted by Admin ADMIN RUN SITE CITIZENSHIP GPA PROCESS ONCE ALL CORRECTED! 

\hline Admin Audit Comments \& GPAs to Confirm Accuracy \& <br>
\hline

 

\hline Admin Audit Comments \& GPAs to Confirm Accuracy <br>
\hline ***Prin <br>
\hline

$|$

Tuesday \& $9 / 28$ <br>
\hline
\end{tabular}

| Distribute at Conferences if | Wed-Fri | $9 / 29-10 / 1 / 21$ | Mail home others |
| :--- | :--- | ---: | :--- | possible Q1 REPORT CARDS - Grading Period: 8/18-10/22/21 (47 days) | Teachers Published \& Done By: | Monday | $10 / 25 / 2021$ | **8:00 AM |
| :--- | :--- | :--- | :--- | | Run "Missing Grade" Report | Monday | $10 / 25 / 2021$ | 8:30 AM |
| :--- | :--- | :--- | :--- | Teachers Make Corrections/Republish Only If Contacted by Admin ADMIN RUN SITE CITIZENSHIP GPA PROCESS ONCE ALL CORRECTED! | Admin Audit Comments \& GPAs to Confirm Accuracy |  |
| :--- | :--- | ***Print Report Cards Quarter 3 - Ends March 18, 2022 Quarter 3 - Ends March 18, 2022

Q3 PROGRESS REPORT - Grading Period: 1/18-2/18/2 | Q3 PROGRESS REPORT - Grading Period: $\mathbf{1 / 1 8 - 2 / 1 8 / 2 1}$ (23 days) |
| :--- |
| Teachers Published \& Done By: | Teachers Published \& Done By

Run "Missing Grade" Report | Run "Missing Grade" Report | Tuesday | $2 / 22 / 2022$ | 8:30 AM |
| :--- | :--- | ---: | ---: |
| Teachers Make Corrections/Republish Only If Contacted by Admin |  |  |  | ADMIN RUN SITE CITIZENSHIP GPA PROCESS ONCE ALL CORRECTED! Admin Audit Comments \& GPAs to Confirm Accuracy

| ***Print Progress Reports | Wednesday | $2 / 23 / 2022$ |
| :--- | :--- | :--- | Mail Home By (or before) **Parent Conference Min Days: Feb. 24-25


| Q3 REPORT CARDS - Grading Period: $\mathbf{1 / 1 8 - 3 / 1 8 / 2 2}$ (42 days) |  |  |  |
| :--- | :--- | ---: | :---: |
| Teachers Published \& Done By: | Monday | $3 / 21 / 2022$ | $* * 8: 00 \mathrm{AM}$ |
| Run "Missing Grade" Report | Monday | $3 / 21 / 2022$ | $8: 30 \mathrm{AM}$ |
| Teachers Make Corrections/Republish Only If Contacted by Admin |  |  |  |
| ADMIN RUN SITE CITIZENSHIP GPA PROCESS ONCE ALL CORRECTED! |  |  |  |
| Admin Audit Comments \& GPAs to Confirm Accuracy |  |  |  |
| ***Print Report Cards | Tuesday | $3 / 22 / 2022$ |  |
| Mail Home By (or before) | Friday | $3 / 25 / 2022$ |  |

**TEACHERS: DO NOT MAKE ANY CHANGES, POST OR PUBLISH AFTER THIS TIME UNLESS ADMIN HAS CONTACTED YOU TO MAKE CORRECTION(S)
Required School Plans
2021-22 Deadlines \& Due Dates
** All plans must be submitted via DTS

| 21-22 SPSA <br> School Plan for Student Achievement | SARC <br> School Accountability Report Card | Comprehensive School Safety Plan |
| :---: | :---: | :---: |
| Due: October 15, 2021 | Due: December 10, 2021 | Due: January 2022 |
| Board Approval: October, 2021 | Board Approval: January 2022 | Board Approval: February 2022 <br> Must be approved by the board no later than March 1, 2021, EC 32288, BP/AR 0450 |
| The School Plan for Student Achievement (SPSA) is a comprehensive document providing details about the school's planned actions and expenditures to support student outcomes and overall performance, and how these actions connect to the District's Local Control Accountability Plan (LCAP), which lays out goals for the entire District. <br> The SPSA is required for any school operating a Schoolwide Title I programs (all LGSD schools are schoolwide Title I) <br> The SPSA must be aligned with the three LCAP goals. | The purpose of the SARC is to provide parents and the community with important information about each school. |  |
| Requires: <br> ELAC review <br> SSC approval <br> Board approval <br> Posting to school website | No required consultation for the development but the intent of the SARC is to provide parents and the community information about the school. <br> Requires: <br> Board approval prior to Feb 1. | Requires: consultation with SSC, ELAC \& School Site Staff <br> School Safety Committee will need to meet and review goals from prior year, plus set goals for next year. Goals should be presented to staff and also SSC. |


|  | Posting to the school website |  |
| :---: | :---: | :---: |
| Principal Responsibilities: <br> --Title page <br> --Goals 1, 2, 3, 4, 5 <br> --Budget Summary <br> --Recommendation and Assurances <br> District and DTS: complete other portions | Principal Responsibilities: <br> (Examples and Templates) <br> --Description and Mission <br> --Opportunities for Parent Involvement <br> --Safety Plan (template) <br> --Types of Services Funded (template) <br> --Professional Development <br> District and DTS: complete other portions | Principal Responsibilities: (Examples and <br> Templates) <br> -- Title Page (update) <br> --Components of the Plan <br> --Ingress and egress <br> --safe school environment components <br> --school discipline <br> --plan review, evaluation, and amendment <br> --emergency contact numbers (update) <br> --safety plan review (update) <br> --incident command (update) <br> --emergency evacuation map (add update as attachment) <br> District and DTS: complete other portions |
| Cabinet Member: Marianna | Cabinet Member: Marianna | Cabinet Member: Sheree |

## Translation Services

Our District Interpreter/Translator is Ms. Nuria Mestres. Nuria is a part-time employee, and to better provide district-wide services we have established the following guidelines and request/scheduling process for support with translation:

## SPANISH Translation:

## Normal work hours:

| Monday: | 10:00-3:45 pm |
| :--- | :--- |
| Tuesday: | 8:30-1:15 pm |
| Wednesday: | 8:30-1:30 pm |
| Thursdays: | 10:00-3:45 pm |
| Friday: | 9:30-1:15 pm |

Monday - Friday 7:45am, long day on Wednesday, Tues/Thurs afternoon 2-3:30

Written: Please email document(s) in an editable format (i.e. Google or MS word doc, etc.) to Translator@lemongrovesd.net, do not use Google Translate prior to submitting request and include reasonable deadline date. For any last minute requests please copy mvinson@lemongrovesd.net for approval.

- IEPs, special education assessments
- District forms, powerpoint presentations, surveys, flyers, etc.
- School-wide newsletters, flyers, handbooks, etc.

In-person: Please schedule 7-days in advance via Google Calendar (see below).

- IEP meetings, special education assessments
- District parent workshops, meetings (i.e. Board of Education, DELAC, etc.)
- School-wide parent workshops, conferences, meetings (i.e. SSC, ELAC, etc.)

How to book in-person SPANISH translation via Google Calendar:

- Open your online Google Calendar
- View Translator availability by adding "LGSD Translator" under Other Calendars section on the left side of screen


## LemonGrove

S C H O O L D I I S T R I C T

- Create a meeting event and invite Translator@lemongrovesd.net during normal work hours (All after hours request must be approved by mvinson@lemongrovesd.net)
- Please send calendar requests 7 days prior to your event


## All OTHER LANGUAGE Translations:

- Complete the attached form from African Alliance (Translation Agency)
- Fax or email completed form to Nuria andectumm
- Please send translation requests 7 days prior to your event
- Await confirmation via email within 3 days
- Contact Nuria ASAP if no confirmation is received


## Lemon Grove

S CHOOLD I S T R I C T
LGSD Technology Programs List
Operational Programs

| Program | Purpose | Login/Sełup Support | Function of Program Support |
| :---: | :---: | :---: | :---: |
| Destiny | Textbook and Instructional Materials Management | Fresh Desk Ticket | Site Media Specialists |
| DTS | Management system for all required district plans (LCAP, SPSA, Safety Plan, SARC, etc.) | Michelle Flores in Supt. Office mflores@lemongrovesd net | Michelle Flores in Supt. Office mflores@lemongrovesd.net |
| Frontline | Substitute management | Amanda in HR <br> Aiackson@lemongrove <br> sd.net | Amanda in HR <br> Ajackson@lemongrovesd.net |
| Infinite <br> Campus | New student information system implemented 20-21. Houses Middle School report cards \& transitioning to elementary report cards in 21-22. | Fresh Desk Ticket | Fresh Desk Ticket |
| Keenan | Platform that houses required district trainings such as Bloodborne pathogens, Sexual harassment, etc. | Certificated - Jose jgonzalez@lemongrove sd.net Classified - Madeline mdamasceno@lemong rovesd.net | Certificated - Jose igonzalez@lemongrovesd.net Classified - Madeline mdamasceno@lemongrovesd.n et |
| PeopleSoft | Used for approval of purchases across the district. | Assigned based on Role | Assigned Accountant in Fiscal Services |
| Employee Self Service | Staff access to paycheck information | Fresh Desk Ticket | Payroll |
| TalentEd | HR platform used for all interviews \& evaluations | Amanda in HR <br> Ajackson@lemongrove <br> sd.net | Amanda in HR <br> Ajackson@lemongrovesd.net |
| TOMS (Test Operations | CAASPP \& ELPAC Management system | Marianna Vinson <br> Executive Director, Ed | Marianna Vinson Executive Director, Ed Srvcs |

## Lemon Grove

| Management Systems resource) |  | Srvcs <br> mvinson@lemongrov d.net | mvinson@lemongrovesd.net |
| :---: | :---: | :---: | :---: |
| Instructional Programs |  |  |  |
| Program | Purpose | Login/Setup Support | Function of Program Support |
| ESGI | Assessment platform for TK-2 (Access through Clever) | Fresh Desk Ticket | Marianna Vinson Executive Director, Ed Srvcs <br> mvinson@lemongrovesd.net |
| iReady | Diagnostic assessment and student support in ELA \& Math for K-8 (Access through Clever) | Fresh Desk Ticket | Arlene Parra TOSA aparra@lemongrovesd.net |
| Panorama | District dashboard with data on Academics, SEL \& Behavior | Fresh Desk Ticket | Heidi Graver hgraver@lemongrovesd.net |
| Paper | Online Tutoring for students | Fresh Desk Ticket | Marianna Vinson Executive Director, Ed Srvcs mvinson@lemongrovesd.net |
| BrainPOP + BrainPOP Jr. | (Site Purchased) <br> Educational resource: Science, Social Studies, English, Math, Arts \& Music, Health, and Technology K-8 (Access through Clever) | Fresh Desk Ticket | Arlene Parra TOSA aparra@lemongrovesd.net |
| Benchmark | K-6 ELA/SLA Curriculum, ORR Resource (Access through Clever) | Fresh Desk Ticket | Arlene Parra TOSA aparra@lemongrovesd.net |
| ThinkCentral - GoMath | Math curriculum K-6 (Access through Clever) | Fresh Desk Ticket | Arlene Parra TOSA aparra@lemongrovesd.net |
| Google <br> Applications: | Google Classroom, Docs, Sheets etc... (Access through Clever) | Fresh Desk Ticket | Arlene Parra TOSA aparra@lemongrovesd.net |
| Studies Weekly | Social Studies, Science, and Well-Being content (Access through Clever) | Fresh Desk Ticket | Arlene Parra TOSA aparra@lemongrovesd.net |


[^0]:    **Middle School Assistant Principals are also responsible for the Master Schedule

