

AGREEMENT BETWEEN LANCASTER SCHOOL DISTRICT AND TEACHERS ASSOCIATION OF LANCASTER

July 1, 2024–June 30, 2025

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ARTICLE I
RECOGNITION

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

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

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

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

ARTICLE II

NON-DISCRIMINATION

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

ARTICLE III

ASSOCIATION RIGHTS

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

- 8.0 The District shall post all Board Policies and current Rules and Regulations governing the Lancaster School District on the District network.
- 9.0 The Association agrees to provide the District with the names of Association Officers and Building Representatives no later than November 1st of each school year.
- 10.0 The District and the Association agree to refer matters of concern not addressed through negotiations to the TALC (Teachers Association of Lancaster Consultation Committee) process for study and rendering of recommendations.
- 11.0 The Lancaster School District (LSD) and the Teachers Association of Lancaster (TAL) recognize the need to maintain open-book budget processes at the District and at the sites.
- 12.0 The District will maintain a District Budget Advisory Committee which will include TAL participation.
- 13.0 EXPIRATION OF MOU's
- 13.1 All MOU's included within the Collective Bargaining Agreement will expire on June 30th of each year, unless extended by mutual consent of both parties or specifically and individually identified for extension to a later date.
- 13.2 All MOU's will be re-examined at bargaining sessions prior to June 30 each year.
- 13.3 All MOU's will be added with their incorporation and expiration date.
- 14.0 SITE SPECIFIC CONTRACT WAIVER
- 14.1 Site variances are limited to those contract variations that have no impact on other sites. All contract Articles are specifically excluded from any site variations in whole or in part unless they are part of the following list: Article IX, Class Size; Article X, Hours of Work; Article XI, Work Days.
- 14.2 Site discussion may take place on specific contract language variations following a secret ballot conducted by the Building REP.
- 14.2.1 Each numbered paragraph to be discussed must be individually identified and must be voted on specifically in order for it to be included in the discussion for possible variations.
- 14.2.2 No paragraph may be discussed for variation unless 70% of the assigned unit members vote "yes" by secret ballot to include it. Each paragraph shall be voted upon individually as part of the overall ballot.
- 14.2.3 Part time or job share teachers are to vote in proportion with their assignment at the school.
- 14.2.4 Itinerant unit members such as speech therapists, music teachers, etc. are to vote in proportion to their assignment at the school.
- 14.2.5 Voting on site contract variances is limited to active members of the Teachers Association of Lancaster.
- 14.2.6 Teachers on leave of absence at the time of balloting may not vote on contract variances.

- 14.3 Discussion may begin on specific language variations for specific numbered paragraphs following an affirmative vote of at least 70% of the specified staff members.
- 14.3.1 Site unit members will elect, by secret ballot, conducted by the Building REP no more than three site contract variance negotiations to work with a representative from TAL Bargaining Team or the TAL Consultations Team appointed by the TAL President.
 - 14.3.2 These members will comprise a collaborative site negotiation team to work with administrative representatives to design site specific contract variances.
 - 14.3.3 A representative from TAL's Executive board shall be present at the voting by secret ballot.
 - 14.3.4 The District may choose a representative to be present at the counting of the ballots.
- 14.4 Proposed changes will be submitted to the Superintendent or designee for approval.
- 14.5 Proposed changes will be submitted by the Building REP to the TAL Executive Board for approval.
- 14.6 Following approval by the District Office and the TAL Executive Board the Building REP will conduct a vote of approval by staff members.
- 14.6.1 Variances must be approved by at least 70% of the staff members.
 - 14.6.2 Vote will be by secret ballot.
- 14.7 The LSD Board of Trustees and the TAL REP Council must approve all variances in regular session.
- 14.8 All variances are to be approved by April 1st of each year in order to be included as a contract variance for the following year unless specifically exempted from this requirement by the TAL Executive Board and the TAL REP Council.
- 14.8.1 All transfer opportunities to sites with variances must be posted with a note that a variance is in place at the site.
 - 14.8.2 Transferees to a contract variance site must adhere to all variances in place or scheduled to take place at the site.
 - 14.8.3 Transferring unit members must assume responsibility for referring to the general contract for specific variance language related to the potential work sites.
- 14.9 All site variances expire at the end of one school year unless the staff has specifically voted by secret ballot in an election conducted by the building REP to continue the variance.
- 14.9.1 All continuing variances must be approved by a vote of 70%.
 - 14.9.2 All continuing variances must be approved by April 1st before the new school year.
 - 14.9.3 All modifications to variances shall follow the initial variance procedures and regulations listed in Paragraphs 14.1 through 14.9.

15.0 NEW BARGAINING UNIT MEMBER ORIENTATION

- 15.1 Each time a person is newly employed in a position in the bargaining unit, the District shall inform them of their employment status, rights, benefits, duties and responsibilities and other employment-related matters.
- 15.2 The District shall provide an annual new bargaining unit member orientation for all newly hired bargaining unit members to take place within seven (7) calendar days prior to the first day of classes, except when no new bargaining unit members are commencing employment at the start of a given school year.
- 15.3 All newly hired bargaining unit members shall attend the District's orientation day.
- 15.4 The District shall provide written notice of the date, time, and location of all bargaining unit member orientation/onboarding meetings, by certified or electronic mail, to the Association president no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s), unless the orientation is designated on the calendar.
- 15.5 The Association will be provided sixty (60) minutes of uninterrupted time to communicate with bargaining unit members at the new bargaining unit member orientation. Such time shall not include the period of time for lunch and shall not be provided at the end of a meet day unless the Association requests to be placed at the end of the agenda.
 - 15.5.1 The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit members orientations/on-boarding meetings and will have access to District audio visual equipment for Association presentations.
 - 15.5.2 The Association shall have District paid release time to attend and participate in new bargaining unit member orientation meetings for up to two (2) bargaining unit members, selected by the Association, if any orientation meetings are held during contractual work hours.

16.0 ACCESS TO NEW BARGAINING UNIT MEMBERS HIRED AFTER THE START OF THE SCHOOL YEAR

- 16.1 If an orientation meeting is scheduled with new bargaining unit members hired after the start of the school year, the Association shall be provided at least ten (10) days advance notice of the meeting time, date and location. The Association shall be provided an amount of time equal to the amount of time provided in Article III, Section I or if the orientation is scheduled for less than a full work day, the Association shall be provided 1/6th of the time scheduled for the orientation meeting. The Association shall be permitted to use Association release time for Association leaders to attend the orientation meeting.

17.0 BARGAINING UNIT MEMBER INFORMATION

- 17.1 The District shall electronically provide the Association with names and contract for all newly hired bargaining unit members as identified below. Such information shall be provided within thirty (30) days of the hire.
- Name, home address, phone numbers – work, home, and cellular, Personal (non-District) email address on file, and work location.
- 17.2 Periodic Update of all bargaining unit members' contact information: The District shall electronically provide the Association with a list of all bargaining unit members' names and contract information as specified in Article III, Section 17.1 on the last working day of September, January, and May.

18.0 ASSOCIATION MEETING TIME

- 18.1 The Association shall be entitled to ten (10) uninterrupted minutes immediately before or after the faculty meeting at each school site to communicate with bargaining unit members. This time shall be for bargaining unit members only. Administrators will excuse themselves during this time.

19.0 DISPUTE RESOLUTION

- 19.1 Violations of this article shall be subject to Article VI of the Collective Bargaining Agreement between the parties.

ARTICLE IV

RETAINED RIGHTS

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

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

ARTICLE V

CONCERTED ACTIVITIES

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

ARTICLE VI

GRIEVANCE PROCEDURE

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

ARTICLE VII

ARBITRATION

1.0 Grievances which are not settled pursuant to Article VI, and which the Association desires to contest further, and which involve the interpretation or application of the express terms of this Agreement, shall be submitted to arbitration as provided in this Article, but only if the Association gives written notice to the District of its desire to arbitrate the Grievance within ten (10) working days after the termination of Level II of the Grievance procedure. It is expressly understood that the only matters which are subject to arbitration under this Article are Grievances which were processed and handled in accordance with the Grievance Procedure of Article VI. The provisions of Article I - Recognition, the Retained Rights set forth in Article IV and hereby incorporated by reference herein; and the provisions of Article V - Work Stoppage, Article IX - Class Size, Article XXIV- Procedure for Consultation, and Section 8.0, Preparation Period of Article X - Hours of Work, are specifically excluded from arbitration under the provisions of this Article.

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

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

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

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

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

4.0 This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor shall he/she consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition or detracting) of the written terms of the Agreement. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his/her opinion such decision or award is fair or equitable. No decision rendered by the arbitrator shall be

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

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

ARTICLE VIII

PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- 1.0 Organizational Security: Under the organizational security provisions of the collective bargaining agreement with the District, and according to the provisions of Educational Code 45060, Unit Members may choose to join as a member of the Teachers Association of Lancaster and pay unified TAL/CTA/NEA dues or may choose to be a non-member.
- 2.0 TAL/CTA/NEA membership status. Unit members who elect membership status shall:
 - 2.1 Complete a TAL/CTA/NEA membership application containing a written authorization to join as a member of TAL/CTA/NEA.
 - 2.2 Pay unified membership dues in an amount determined by the governing bodies of TAL/CTA/NEA. Such dues shall be payable pursuant to the terms and conditions of the written authorization for payroll deductions.
- 3.0 Payroll Deduction Authorizations
 - 3.1 The Association shall notify the District, in writing, of the amount of unified dues and shall provide the District with notification of any changes at a time sufficiently prior to the effective date of the change to allow the District an opportunity to make necessary adjustments.
 - 3.1.1 The District shall not require the completion of a new payroll deduction authorization when a dues or other change has been effected or at any other time without the express approval of the Association.
 - 3.2 The Association shall notify the District, in writing, of all members of the Association that have provided written authorizations for payroll deductions. The Association shall provide the District with updated membership lists as needed to ensure that dues are properly deducted from members of TAL/CTA/NEA.
 - 3.3 Upon receipt of the list of individuals providing written authorization for payroll deductions of dues as members of TAL/CTN/NEA, the District shall deduct one-tenth (1/10th) for the amount of such unified dues from the salary payment of the unit member each month for ten months. The District shall deduct a pro rata portion of the annual dues for unit member authorizations executed after the commencement of the school year.
 - 3.4 According to Education Code 45060(f), the Association certifies that it will maintain individual employee authorizations. The Association shall not be required to submit to the District copies of a Unit Member's written authorization. Unless a dispute arises about the existence or terms of the written authorization.
 - 3.5 The District shall remit promptly, but no later than fifteen (15) days following each pay period, the amount of the unified membership dues deducted made payable to the Association.
 - 3.6 On a monthly basis, the District shall transmit to the Association a verified accounting statement which identifies all funds remitted pursuant to Section 3.5.
 - 3.7 Upon a written notice of claim by the affected unit member, the Association shall reimburse the unit member for all sums the District may have deducted erroneously from the unit member's salary pay warrant in excess of the amount payable for unified dues consistent with the terms and conditions of the unit member's written authorization for payroll deduction of membership dues. The Association shall pay such reimbursement in a timely manner after receiving from the District all payroll information necessary to verify the erroneous deduction.

- 4.0 The written authorization for payroll deduction of unified membership dues shall remain in effect until expressly revoked in writing by the unit member, pursuant to the terms and conditions of the written authorization.
- 4.1 The District shall honor the terms of the unit member's written authorization for payroll Deductions.
 - 4.2 Unit member requests to cancel or change authorization for payroll deductions for membership in TAL/CTA/NEA shall be directed to the Association rather than to the District.
 - 4.3 The Association is responsible for processing requests to cancel or change authorizations for payroll deductions or unit members' membership status in TAL/CTA/NEA.
 - 4.4 The District shall rely on information provided by the Association regarding whether unified dues payroll deductions were properly canceled or changed.
- 5.0 The Association agrees to indemnify and hold harmless the District, its officers, agents, and employees against any and all reasonable costs and attorney's fees (Civil Code Section 2778) and against any and all losses, damages and liabilities because a claim or action challenging the legality of the provisions of this Article, arising out of or in connection with the administration and implementation of these provisions. The Association shall have the right to determine and decide all matters relating to settlement and conduct of litigation with respect to this article.

ARTICLE IX

CLASS SIZE

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

1.1 Elementary: (Grade UTK) No class exceeding 12:1 or 24:2 student to adult ratio (Grades K-3) No class size exceeding twenty-eight (28).

1.1.1 For grades K-3, the annual schoolwide class size average will not exceed thirty - two (32).

1.2 Elementary: (Grades 4-6) No class exceeding thirty-four (34).

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

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

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

1.4.2 Special Day Class Moderate/Severe: (No class exceeding):

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

1.4.3 Special Day Class Moderate/Severe- The Promise Academy only: (No class exceeding):

Profoundly Delayed Preschool – 8 th	10
Intense Mod/Severe Preschool– 8 th	8

1.4.4 Special Day Class Mild/Moderate: (No class exceeding):

<u>Preschool</u>	10 – morning	10 – afternoon
<u>K-5/K-6</u>	12	
<u>6-8/7-8</u>	14	

1.4.5 Speech and Language:

Preschool - The maximum caseload for a speech and language specialist providing services exclusively to individuals with exceptional needs, between the ages of three and five years, inclusive, shall not exceed a count of 40 (per Ed. Code.)

UTK-8 - The average caseload for language, speech, and hearing specialists

shall not exceed the SELPA-wide average of 55 cases (per Ed Code), with no individual caseload exceeding 65.

A mixed caseload will be prorated in all preschool - UTK-8th caseloads based on caseload caps in this agreement.

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

<u>Elementary</u>	<u>Middle Schools</u>
2 days of assistance per week	1 day of assistance per week

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

1.4.6 Adapted Physical Education: 50

1.4.7 Orientation and Mobility: 18

1.4.8 Vision: 15 (no more than 5 Braille students)

1.4.9 Orthopedic Impairment:

<u>Consultation</u>	and	<u>Direct Service</u>
50		40

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

1.5 Physical Education Middle School: (Grades 6-8) Upon exceeding 330 student contacts and not to exceed 55 in any period in a six (6) period day, the site administrator and the P. E. teachers will review the class sizes and mutually agree to equalize class distribution. A good faith effort will be made to equalize all classes within ten (10) students.

1.6 Excluded from the above computations are classes in instrumental or vocal music, distance learning classes, or situations in which two or more individual classes are assembled together for special instructional purposes, modular or team teaching situations, any other similar situations, and also any class for which the teacher or faculty involved so requests in writing.

2.0 Ninety (90) minutes of para educator assistance will be provided to TK/K and Kindergarten/1st grade combination classrooms beginning with the 2016/2017 school year.

3.0 Beginning on the first student day of the school year, ninety (90) minutes of para educator assistance will be provided to non-combination kindergarten and TK classrooms for the first twelve (12) student days of the school year. If a new kindergarten or TK classroom is begun before the fifth (5th) student day, the teacher will receive the balance of the twelve (12) days. (This applies to kindergarten classes who do not have an MTSS Para.)

4.0 Supplemental Enrollment Support

- 4.1 A para-educator/additional pay will be allocated on a formula basis beginning with the second school month if the enrollment continues for more than ten (10) consecutive school days.

Kindergarten-3 rd Grade	29-31 pupils	3 hours
	32 or more pupils	6 hours
Grades 4-6 (Elementary)	35-37 pupils	3 hours
	38 or more pupils	6 hours
Grades 6-8 (Middle)	36-38 pupils	One (1) aide per period
	39 or more pupils	One (1) aide remains and \$5 per child over 39 per period

- 4.2 The District will attempt placement of mainstreamed students in general education classes on an equitable basis. Placement considerations will include, but not be limited to, general education class loads, IEP requirements, and amount of class time each student is mainstreamed.

- 4.3 Resource Specialist: The Contract Maximum caseload is 28. When a caseload reaches 29, the following will occur:

4.3.1 An Administrator will meet with the teacher and his/her representative, if so desired, to determine whether or not a waiver will be signed as stated in CCR Title V, Section 3100(d)(4). The teacher is not required to sign a waiver. If the teacher elects not to sign the waiver, the caseload shall not exceed 28.

4.3.2 Should the teacher sign the waiver, the RSP teacher will receive an additional \$200 per student over 28, up to a maximum of 32 students, for the extra work associated with the additional students.

4.3.3 A para-educator will be provided beginning with the second school month if the excessive enrollment continues for more than ten (10) consecutive school days and will no longer be assigned when the RSP caseload decreases to 28.

4.3.4 When a caseload reaches 33, an RSP teacher will be assigned to assume responsibility of students over the maximum waiver caseload no later than 10 school days after the student has been enrolled.

4.4 Special Day Class Size

4.4.1 Whenever the enrollment of a student causes any Special Day Class to exceed the above stated class size more than ten (10) consecutive working days, the Special Day Class teacher will receive five dollars (\$5.00) per day for each student enrolled exceeding the above stated class size to be paid bi-annually in January and July.

4.4.2 Whenever the enrollment of any Pre-School Special Day Class exceeds the above stated class size by one (1) or more students for more than five (5) consecutive working days, the Special Day Class teacher will receive a para-educator.

ARTICLE X

HOURS OF WORK

- 1.0 The District and the Association recognize the varying nature of a teacher's day-to-day professional responsibilities.
- 2.0 Unit members (Pre K-8) must be on duty at least twenty (20) minutes before the beginning of the class session unless there is a pre-arranged parent meeting (SST, IEP, etc.). No assigned student supervision duties will be required for the twenty (20) minutes before the beginning of class sessions. Teachers shall remain on campus for a reasonable length of time after the close of the students' regular school day to ensure the safe and orderly dismissal of all students. In the event of unsafe conditions, canceled recesses or breaks due to unusual circumstances, teachers will provide supervision as necessary.
- 3.0 Instructional time for TK/K-8th grade, unless modified by the procedure set forth in Section 3.2, shall be as follows for 139 student instructional days based on a 180 day student calendar:

1-3 and Full Day UTK/Kindergarten	325 minutes per day with an additional 50-minute lunch and one 15 minute a.m. recess and one 13 minute p.m. recess
4-6 (Elementary)	343 minutes per day with an additional 45-minute lunch and one 15-minute break
6-8 (Middle)	349 minutes per day with an additional 40-minute lunch

- 3.1 Every reasonable effort will be made to provide each unit member with a break each day.
- 3.2 The inclement weather plan must be reviewed and mutually agreed upon by the staff and administrator at the start of each school term. Under no circumstances shall the lunch period be less than 30 minutes. All lunch minutes lost will be given back to teachers.
- 4.0 Instructional time for Early Childhood Education certificated staff shall be 180 as follows:
- Early Childhood Education (ECE) 360 minutes per day with 60 minute lunch/break time
- 5.0 Every teacher shall be entitled to one (1) duty-free uninterrupted lunch period each day, which shall be the same length of time as the student lunch period.
- 5.0 In addition to assigned classroom teaching duties, teachers shall perform, as reasonably required, their own instructional day duties, many of which may occur outside of scheduled class hours and outside of regular school session hours. Such duties may include, but are not limited to, planning and selecting and preparing materials for instruction; receiving and evaluating work of pupils; conferring and counseling with pupils, parents, staff and administrators; keeping records; supervising pupils; supervising and providing leadership of pupil organizations and activities as assigned; attending faculty, departmental and grade level meetings; serving on committees providing advice and service to the District; participating in

approved professional activities relating to the teaching assignment; studying current literature to keep abreast of developments within the subject matter taught by the teacher; participating in approved staff development programs; and assuming responsibility for the proper use and control of District property, materials, supplies and equipment. Induction participants are not required to service on a committee until the completion of the induction program.

7.0 In assigning the duties set forth in the preceding paragraph, administrators shall make a reasonable effort to see that the hours of work involved are equitably distributed among the staff with volunteers sought prior to mandating an assignment, and that reasonable advance notice of scheduling is provided. In assigning the above duties and hours, administrators shall act in a reasonable manner, and not in an arbitrary, capricious or vindictive manner.

8.0 Preparation Period - With respect to middle/intermediate school full-time teachers, the District shall continue its present practice of permitting scheduled preparation periods when and as mutually agreed upon by respective staffs at each school and the respective site administrator.

8.1 The provision of Section 7.0, Preparation Period, is not arbitrable under Article VII, Arbitration.

9.0 The following time schedule shall be followed on 41 student instructional days based on a 180 day student calendar:

Grades TK-6 (Elementary)	Instructional Time Recess Lunch TOTAL	210 minutes 15 minutes <u>30 minutes</u> 255 minutes
Grades 6 -8 (Middle)	Instructional Time Lunch TOTAL	233 minutes <u>33 minutes</u> 266 minutes (excluding passing periods)

10.0 Supervision and Duties of Teachers of Moderate/Severe Special Education Teachers

10.1 All Moderate/Severe Special Education teachers are to arrange appropriate supervision or supervise, to the extent required by the student population they serve including coverage for breakfast, lunch and breaks.

10.2 All Moderate/Severe Special Education teachers are responsible to learn and perform whatever necessary feeding, toileting or medical procedures that may be required for individual students.

11.0 Professional responsibilities include two hours after school on 37 minimum day Tuesdays, (ECE will work one (1) additional hour on 74 Tuesdays and Thursdays) based on a 180 student calendar, which will be comprised of one (1) General Staff Meeting per month, at least one (1) meeting a month for teacher collaboration/planning, and any combination of Professional Learning Communities (PLC), Professional Development, Grade Level Collaboration and Planning, with the focus on improving student achievement. Monthly Planning and Collaboration days are for grade level/department teams to work together without administrative directives. Grade levels/departments will submit to their administrators the

names of those in attendance, what was accomplished, and questions/concerns for administrative support.

11.1 The day before Winter Break, the last day of the student school year, and one (1) Tuesday per year (most likely on the day before the District Professional Development Day) will be early release Minimum Days for students and teachers.

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

13.0 TAL President

13.1 The TAL Association President shall be released from regular duties for three (3) periods of each work day at the middle school, or 3/7th of a work day excluding lunch, at the elementary level.

13.2 TAL shall pay the salary cost for one (1) period at the middle school or 1/7th at the elementary level.

13.3 The District shall pay the salary cost for two (2) periods of this release time at the middle school or 2/7th at the elementary level, as well as the cost of statutory benefits.

13.4 All other provisions related to release time for the Association President under the Collective Bargaining Agreement (CBA) shall remain in effect.

ARTICLE XI

WORK DAYS

- 1.0 Certificated Staff - All returning unit members will work a 185 working day calendar. New teachers will work 187 days.
- 2.0 The daily rate of pay shall be calculated by the formula:
- $$\frac{\text{Current Year Salary}}{\text{Working Days}} = \text{Daily rate of pay}$$
- 3.0 Any unit member(s) agreeing to work on extended contract beyond that in Section 1.0 shall be paid his/her daily rate of pay for workdays in addition to the calendar workdays for any school year.
- 4.0 Unit members shall not be required to attend school when schools are closed due to inclement weather.
- 4.1 If inclement weather requires school closing below 180 instructional days, days lost will be made up to fulfill the state requirement. Unit members will not be required to make up any inclement weather days that the state has waived as student instructional days. Any situation for any individual or district-wide school closure that requires a state waiver will be applied for as it is deemed necessary.
- 5.0 All sites shall have in place a plan for release of staff in the event of an emergency or disaster. This plan will be updated annually.
- 6.0 Special Education Itinerant teachers (OI, VI, O & M, APE, EARLY START Service Coordinator) will work a 185/187 day flexible calendar year with extra days as mutually agreed upon by the teacher and the Director of Student Services with a separate salary schedule which accounts for their longer work day (six hours fifty five minutes with an additional forty five minute lunch).
- 7.0 The following teacher(s) on special assignment (Induction Facilitator and PAR Consulting Teacher, will work a 185/187 day flexible calendar year and will be placed on the OI, VI, O&M, APE, Early Start Service Coordinator (Appendix A-2) Salary Schedule which accounts for their longer work day (seven hours five minutes with an additional forty five minute lunch).
- 8.0 Licensed/Speech Language Pathologist who work on the Appendix A-4 Salary Schedule will work a six-hour fifty-five minute work day with an additional thirty (30) minute lunch.
- 9.0 Counselors work an eight (8) hour day with an additional forty five minute lunch.

ARTICLE XII

PROCEDURAL GUIDELINES FOR THE EVALUATION OF THE INSTRUCTIONAL STAFF

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

ARTICLE XIII

PERSONNEL FILES

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

ARTICLE XIV

RIGHTS OF TEACHERS

- 1.0 The personal life of a teacher is not the appropriate concern of the Board of Trustees except where the teacher's personal life directly prevents the teacher from performing his/her assigned functions during the working day as determined by his/her immediate supervisor.
- 2.0 Controversial issues shall be handled at the appropriate level as determined by the teacher and his/her supervisor, and presentations regarding controversial issues shall take place under the guidance of the immediate supervisor.
- 3.0 Teachers shall be entitled to academic freedom and full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of a teacher, providing said activities do not violate any local, state, or federal law.
- 4.0 The Board acknowledges the fundamental need to protect teachers from censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions if procedures have been followed.
- 5.0 No bargaining unit member shall be asked/required by any member of management to keep anecdotal records on any other teacher. Any instructional coach, TSA, Induction or other support personnel are not to volunteer information that could be used in a performance evaluation to a principal or assistant principal on their direct or indirect observation of teachers in the performance of their duties. Principal or Assistant Principal being presented with volunteered information by said individuals are to immediately inform them that it is a violation of the collective bargaining agreement to report on any teacher.
- 6.0 The District is committed to informing unit member(s) of the express purpose for any/all meetings requested between member(s) of management and the unit member(s). Unit members have the right not to attend the meeting until a reason is provided.
- 7.0 The Association is committed to informing the management member(s) of the express purpose for meeting(s) requested between the unit member(s) and the management member(s).
- 8.0 All Level One school site files are to be purged at the end of the school year. If not, an exit conference shall be held to inform the teacher of the carry over.

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

Definitions:

Cycle: Period of time between formal evaluations

Year end: Last day of the school year.

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

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

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

ARTICLE XV

SAFETY CONDITIONS OF EMPLOYMENT

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

SCHOOL DAYS:	6 a.m. – 6:00 p.m.
NON-SCHOOL DAYS:	No access permitted
- 2.0 The Board shall provide, publish and post rules for safety and the prevention of accidents, provide protective devices where they are required for the safety of employees, provide suitable and safe equipment where such equipment is necessary for the conduct of the educational program and the operation of the schools.
- 3.0 The superintendent shall be responsible for the promulgation of safety rules of all teachers concerned, and appoint a District safety officer to oversee the conditions of the District facilities. A teacher will always serve on the District Safety Committee.
- 4.0 Whenever any unit member is attacked, assaulted, or menaced, by any pupil, parent or guardian, it shall be the duty of such unit member, and the duty of any person under whose direction or supervision such unit member is employed by the District who has knowledge of such incident, to promptly report the same to the appropriate law enforcement authorities. Unit members shall also immediately report each such incident suffered by them in connection with their employment to their principal or other immediate supervisor. The principal or other immediate supervisor shall be responsible for providing prompt notification of such incident to all current and/or subsequent unit members who have direct supervision responsibilities of that student.
 - 4.1 For each such incident, following an investigation, the designated District form shall be filled out and kept on file at the school site with a copy given to the unit member.
- 5.0 The District agrees that it shall maintain a Comprehensive Liability Insurance Policy. Such policy shall provide coverage for each occurrence against personal liability for damage resulting in death of a person, injury to a person or damage or loss of property which occurs while the teacher is acting within the scope of his/her employment.
- 6.0 As used in this Article, "within the scope of his/her employment," shall include any District-sponsored activities (such as a field trip).
- 7.0 Any unit member, during the performance of his/her duties, may exert a reasonable amount of physical control necessary to protect the health and safety of students and staff. Law enforcement assistance will be requested by the site administrator, or designee, when necessary to protect unit members.
- 8.0 Unit members shall immediately report cases of insults and abuses (Education Code 44811 and 44812) and willful interference with classroom conduct (Education Code 44810) suffered by them in connection with their employment to their principal or other immediate supervisor.

- 8.1 For each such incident, following an investigation, the designated District form shall be filled out and kept on file at the school site with a copy given to the unit member.
- 9.0 Teachers shall be notified (as per Education Code 49079) of the disciplinary background of students being placed in their classes. A list or binder of suspended and expelled students will be on file in the office for teacher notice and review.
- 9.1 The Education Code requires that the teaching staff be informed if any of their students have a history of committing acts of the type described in Education Code 48900 (i.e. offenses justifying suspension or expulsion). The school maintains a summary of students with a history of such disciplinary problems in the office of the Principal which is available for review by teacher staff. Information contained in this summary is confidential and provided solely for the benefit of teaching staff. Further dissemination is prohibited.

ARTICLE XVI

TRANSFER AND REASSIGNMENT

1.0 DEFINITION OF TERMS

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

2.0 NOTIFICATION OF VACANCIES

- 2.1 All open positions at a site will be emailed to the work email of the teachers at the site and posted at the site first for three (3) days unless all teachers have been contacted. The position will be filled according to the criteria listed in 3.0 of this article.
 - 2.1.1 All extra assignments will be similarly posted annually.
- 2.2 All district-wide certificated vacancies will be posted for four (4) days on the District Website, www.lancsd.org. There will be no other posting locations. Unit members wishing to transfer are required to notify Human Resources Services, in writing, prior to the close of the posting.
 - 2.2.1 Additionally, all district-wide certificated vacancies will be emailed to the district email of all certificated staff on the first day of the posting.
 - 2.2.2 In the event that a letter of recommendation is required, applications must submit their letter of intent within the prescribed timeline. If needed, applicants will be afforded an additional time period of four (4) business days to submit the letter of recommendation.

- 2.3 All announcements of certificated vacancies shall include the position title, location, grade level and/or subject matter assignment, credential requirements, program based qualifications determined by principal with staff input, closing date of application, and the date the vacancy is proposed to be filled.
- 2.4 No final decision to fill any certificated vacancy shall be made until after the closing date of application on the notice of vacancy.
- 2.5 Open counselor and speech/language pathology positions will be posted internally and externally simultaneously and these positions do not fall under transfer eligibility.
- 2.6 Open TOSA Coach positions, site and district, will be posted district-wide simultaneously and will not fly at the site level first. All TOSA positions will be filled through an interview process.

3.0 CRITERIA FOR GRANTING TRANSFER REQUESTS

The Superintendent or designee shall have the power to transfer unit members from one school site to another school site subject only to the limitations set forth in this Article. Openings occurring on or after the 20th working day of the school year shall be filled according to the terms of this contract. Actual assignments, however, will take place at the start of the following school year.

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

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

- 3.1 Credential required.
- 3.2 The number of years teaching experience to be consistent with the Title II Plan.
- 3.3 Qualifications of the unit member considering past performance and experience.
- 3.4 The recommendation of the administrator where the vacancy exists should be one of the criteria but not the sole criteria.
- 3.5 Teachers working under a CSP (Certificated Support Plan) will not be considered for transfer unless such transfer is specifically approved by the Assistant Superintendent, Human Resources. This paragraph may be reopened, upon a request by either party during annual re-opener negotiations.
- 3.6 In addition to the criteria specified in Sections 3.1 through 3.4 above, the District may decide the transfer request of a teacher who has never achieved a preliminary or clear basic credential or a teacher who has never been tenured.
- 3.7 All criteria being equal and the consistency of the Title II Plan being met, length of service rendered to the District shall be the deciding factor.

- 3.8 If a unit member's request for transfer is denied, and the unit member so requests, a written statement of reasons shall be provided within ten (10) working days.

4.0 VOLUNTARY TRANSFER REQUESTS

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

- 4.2 The transfer request form shall be filed with the Human Resources Office.

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

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

- 4.4 Unit members may file a request for a specific transfer (i.e., grade level, school site) in the Human Resources Office each year for vacancies occurring during the current school year until the 20th school day has been completed.

- 4.4.1 Bargaining unit members may participate in the interview process.

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

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

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

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

6.0 INVOLUNTARY/ADMINISTRATIVE TRANSFERS

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

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

- 6.1 Administrative transfers shall not be arbitrary or capricious.
- 6.2 Upon request, a written statement of the reasons for the transfer shall be given to the unit member within ten (10) working days.
- 6.3 Prior to any administrative transfer, the unit member shall be given as much advance notice as reasonably possible. During the school year, reasonable effort shall be made to give the unit member a five (5) working day notice of the transfer.
- 7.0 Moving of Materials: Upon request, a transferred unit member shall receive District assistance in moving personal materials to the new work location.
- 8.0 A unit member being involuntarily transferred to a different school site after the beginning of the student instructional year shall be provided with three (3) days of release time for the purpose of relocating, planning, and preparation. A unit member being involuntarily reassigned to another room or grade at their present school site during the instructional year shall be provided with two (2) day release time to move.

9.0 REASSIGNMENT REQUESTS

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

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

- 9.2 All reassignments to be based upon the following criteria:

- 9.2.1 Credential required.

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

- 9.2.3 Qualification of unit member considering past performance and experience.

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

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

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

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

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

10.0 ADMINISTRATIVE REASSIGNMENTS

- 10.1 Prior to any administrative reassignment, the unit member shall be given as much advance notice as reasonably possible. During the school year, reasonable effort shall be made to give the unit member at least five (5) working days' notice of the proper reassignment.
- 10.2 Upon request of the unit member, a written statement of the reasons for the reassignment shall be given to the unit member within ten (10) working days.
- 10.3 A unit member being involuntarily reassigned to another room or grade at their present school site during the instructional year shall be provided with two (2) days release time to move.
- 10.4 An attempt will be made to assure that administrative reassignments will be within two (2) grade levels above or below the current grade level assignment and will not occur more often than once in three (3) school years.
 - 10.4.1 Where possible, TOSAs who are reassigned, will be placed within two (2) grade levels above or below their last teaching grade level or previous subject matter assignment.
- 10.5 Administrative reassignments shall not be arbitrary or capricious.

11.0 REASSIGNMENT OF DISPLACED TEACHERS

- 11.1 Displaced teachers are those who are presently assigned to a school but because of declining enrollment, consequently lowering the allocation are determined to be "surplus".
 - 11.2 Displaced teachers are those with the least District-wide seniority.
 - 11.3 Displaced teachers are to be reassigned before teachers returning from leave of absence.
 - 11.4 Displaced teachers who are reassigned to another school site during the school year shall have first priority should a position become available at the original school site during the school year or within the first twenty (20) days of the following school year. This option is only available if the unit member fills out the appropriate transfer request.
- 12.0 Displaced teachers and teachers returning from leave of absence shall be assigned in accordance with Sections 11.3 and 11.4 of this article. Following assignment of such unit members, employment may be offered to outside candidates.
 - 13.0 Transfer requests will be processed after all displaced teachers and teachers returning from leave of absence have been assigned.

14.0 DISLODGEEMENT AND DISPLACEMENT OF CERTIFICATED STAFF

- 14.1 The District will determine the number of teachers to be displaced from each school and will communicate this number to site administrators.
- 14.2 Teachers at each site will be notified of the number of teachers who will be displaced from their school. Teachers may volunteer to be displaced off their site, but the District makes no promises or guarantees of specific school sites or grade levels for placement.
 - 14.2.1 At the middle school level, in addition to indicating the number of teachers to be displaced at the site, the principal will also indicate the subject area and credentials required for displacement; i.e. Multiple Subjects, English, Math, etc.
- 14.3 Should no teacher volunteer to be displaced, the teacher with the least site seniority will be dislodged from the grade level(s) being reduced. If the dislodged teacher is the teacher with the least district seniority at that site, he/she will be displaced. Otherwise, the dislodged teacher will take the teaching assignment of the teacher with the least district seniority at that site. The teacher with the least district seniority at that site will be displaced.
 - 14.3.1 At the middle school level, the displaced teacher will be the teacher with the least district seniority at the site in the subject area being reduced.
 - 14.3.2 At the elementary level: In the event of a grade level reduction, where there is no displacement at the site, all things being equal, the teacher with the least grade level seniority at the site will be reassigned grade levels.
- 14.4 Displaced teachers who are reassigned to another school site during the school year shall have first priority should a position become available at the original school site during the current school year or within the first twenty (20) of the following school year. This option is only available if the unit member fills out the appropriate transfer request. This option is not available to teachers who volunteer to be displaced.

15.0 DISPLACEMENT OF TEACHERS ON SPECIAL ASSIGNMENT

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

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

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

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

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

16.0 GENERAL PROVISIONS

- 16.1 Upon request, the Human Resources Office will provide the Association with a list of unit members on leave of absence.
- 16.2 Upon request, the Human Resources Office will provide the Association with a list of unit member transfers and/or reassignments that have occurred during the preceding year.
- 16.3 Each unit member shall receive written notice of his/her tentative grade level and/or subject matter assignment (s) no later than one (1) week prior to the close of the instructional year.
 - 16.3.1 It is understood that any notification delivered by this date is subject to change caused by resignations, leaves, and variations in student enrollment.
- 16.4 If changes in the tentative teaching assignments or work locations for the following school year become necessary during the off track time, the unit member affected shall be notified as soon as possible by telephone or mail addressed to the unit member's last known mailing address.
- 16.5 Should the implementation of the provisions of this Article cause a chain reaction as a result of transfers or reassignments during the instructional year, the parties agree to waive the provisions of this Article only during the student instructional year. After making the first transfer and/or reassignment and after posting the position which results from the first transfer and/or reassignment, the District shall be allowed to fill the second position from applicants outside the District if the District determines it would be detrimental to the District's educational program to make a second internal transfer or reassignment.

ARTICLE XVII

PHYSICAL EXAMINATIONS

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

ARTICLE XVIII

TEACHER TRAVEL

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

ARTICLE XIX

LEAVE PROVISIONS

1.0 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

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

- 1.1 The industrial accident or occupational illness must have arisen out of and in the course of employment of the employee, and must be accepted as a bonafide injury or illness arising out of and in the course of employment by the workers compensation insurance fund.
- 1.2 Allowable leave for such industrial accident or occupational illness shall be for the number of days of temporary disability not to exceed sixty (60) working days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.
- 1.3 Allowable leave for industrial accident or occupational illness shall not be accumulated from year to year.
- 1.4 The industrial accident or occupational illness leave under these rules and regulations shall commence on the first day of absence.
- 1.5 When a unit member is absent from his/her duties on account of industrial accident or occupational illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
- 1.6 Industrial accident or occupational illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 1.7 When an industrial accident or occupational illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.
- 1.8 During any paid leave of absence for industrial accident or occupational illness, the employee shall receive the temporary disability indemnity checks entitled due to his/her industrial accident or occupational illness. The District, in turn, shall issue the employee's salary and shall deduct the amount of temporary disability industrial accident checks, normal retirement and other authorized contributions.
- 1.9 Any employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the State.
- 1.10 Upon termination of the industrial accident or occupational illness leave, the unit member shall be entitled to the benefits provided for sick leave (Education Code Sections 44977, 44978, and 44983), and his/her absence for such purpose shall be deemed to have

commenced on the date of termination of the industrial accident or occupational illness leave, provided that if the employee continues to receive temporary disability indemnity, the unit member may elect to take as much of the accumulated sick leave which when added to his/her temporary disability indemnity will result in payment of not more than his/her full salary.

- 1.11 These provisions for industrial accident and occupational illness leave shall apply only to unit members whose services are regularly scheduled.

2.0 ILLNESS, ACCIDENT OR QUARANTINE

- 2.1 Unit members who will be allowed a total of ten (10) days per year for absence due to illness, accident or quarantine. These days will be prorated to one (1) day per month for bargaining unit members who work less than a full work year.
- 2.2 Days of leave not used will be accumulated for use by the unit member, if necessary, during succeeding years. A certificated employee may use up to ten (10) days leave, if necessary, even though it may not be accrued.
- 2.3 Sick leave will also be allowed when incapacitated for performance of duties because of injury not sustained while on the job, confinement because of pregnancy, illness resulting from immunizations or vaccinations, and medical, dental, or optical treatment.
- 2.4 When a unit member covered by this Agreement is absent from duties for a period of up to five (5) school months or less because of illness or accident, the unit member shall receive the difference in salary between his/her pay, less the amount paid a substitute at the current per diem rate. Leave of absence for illness or injury under this section will commence after the exhaustion of all days of accrued sick leave benefits under this section. Absence from duty shall require a doctor's verification for each day of absence under this section. Payment for leave of absence under this section will be allowed upon receipt of a physician's or chiropractor's verification, both having a valid license to practice in the State of California, or illness or injury which prevents the employee from resuming his/her duties. Such verification must be furnished to the Human Resources Office at the commencement of each thirty (30) day calendar period.
- 2.5 If the District has reason to believe that the employee is misusing the sick leave provision, after an absence of at least three (3) consecutive days, the District may require doctor's certification, at the unit member's expense, before allowing pay for absence due to illness, accident or quarantine.
- 2.6 Any unit member who has unused leave of absence for illness or accident accumulated in another California school district at the time employed by the Lancaster School District shall be credited in this District with the accumulated days in accordance with the law. All new unit members upon employment will be given the appropriate form to fill out if they have sick leave credit from their prior district. The payroll office will send the necessary documents to the prior district so that the transfer of benefits will be accomplished.
- 2.7 A unit member who teaches in the Summer School session will be allowed one (1) non-accumulative day of sick leave at the established Summer School basic daily rate of pay.

3.0 BEREAVEMENT LEAVE

3.1 In the event of a death in the immediate family, a unit member shall be granted bereavement leave without loss of pay for a period not to exceed three (3) days, or five (5) days if travel is required beyond a radius of 250 miles or out of state. If travel is required in excess of 250 miles or out of the state, the five (5) days will be without loss of salary. However, if travel in excess of 250 miles is not required, the employee may still take the five (5) days, but only three (3) of those days will be paid by the district. Employees may use PN or unpaid.

3.1.1 Immediate family is taken to mean grandparents, parents, children, uncles, aunts, nieces, nephews, brothers, sisters, grandchildren, legal guardian, foster child of the unit member, spouse or designated domestic partner or any relative of the unit member, spouse or designated domestic partner living in the immediate household.

3.1.2 Within thirty (30) days of the first day of the leave, the employee shall provide documentation of the death of the family member. Documentation includes but is not limited to: a death certificate; a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

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

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

4.1 Purpose: Judicial and official appearance leave shall be granted for the purpose of regularly called jury duty, appearance as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.

4.2 Jury Duty: Members will be provided leave for regularly called jury duty service. The member shall submit a written request for an approved leave of absence as soon as possible after receipt of notice of jury duty. Such requests shall be submitted to the member's immediate supervisor and the Assistant Superintendent, Human Resources. A teacher may request a conference to discuss jury service options.

4.3 It is the responsibility of the member to report to work whenever the member is not required to attend jury duty service.

4.4 The member shall not volunteer for additional jury duty beyond the normal legal (minimum) requirement.

4.5 The member, while serving jury duty, will receive pay in the amount of the difference between the member's regular earnings and any amount received for jury duty service.

During such paid leave of absence, checks received for jury service may be endorsed by the member to the District. The District shall issue the member appropriate salary warrants for payment of the member's salary and shall deduct retirement and other authorized contributions. The District may deduct any amount actually paid to the member for jury service and retained by the member from a subsequent salary warrant.

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

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

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

5.0 PREGNANCY DISABILITY LEAVE OF ABSENCE

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

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

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

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

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

6.0 MILITARY LEAVE OF ABSENCE

6.1 Every unit member employed by the District in a probationary or permanent position who is required to enter the active military service of the United States or of the State of California, including active service in any uniformed auxiliary of, or to, any branch of such military service, shall be entitled to and granted a Military Leave of Absence, in accordance with Education Code 44800.

7.0 PERSONAL NECESSITY LEAVE

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

Note: (a) Immediate Family Definition - "Immediate family is taken to mean grandparents, parents, children, uncles, aunts, nieces, nephews, brothers, sisters, grandchildren, legal guardian, foster child of the unit member, spouse or designated domestic partner or any relative of the unit member, spouse or designated domestic partner living in the immediate household."

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

(b) The employee shall furnish evidence of the court appearance to the department head or principal or Payroll Office.

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

7.3 Responsibilities

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

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

8.0 CATASTROPHIC LEAVE BANK

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

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

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

9.0 MISCELLANEOUS LEAVE OF ABSENCE

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

9.2 Teachers given leaves of absence under this rule shall sign an agreement that the Board of Trustees will be given written notice no less than thirty (30) days before expiration date of the leave, or before July 1, whichever is earlier, of their intention to return. Failure to notify the Board of Trustees will be considered as notice that the teacher will not return and that the position is vacant. At least ten (10) days before the notice is due, the Superintendent will remind the employee of this obligation by registered letter.

9.3 At the time a leave is granted, the teacher will be provided a statement indicating that he/she will be placed in a teaching position as nearly as possible to the one vacated.

- 9.4 A written request for such leave shall be submitted to the Human Resources Office for approval by the Board of Trustees.

10.0 FAMILY MEDICAL LEAVE ACT

10.1 Family Medical Care Leave

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

10.2 Amount of Leave

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

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

10.3 Medical Insurance

The district will continue to pay the District's contribution for health insurance benefits during the leave period.

10.4 Required Forms

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

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

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

11.0 PARENTAL LEAVE

- 11.1 Parental leave means leave for reasons of the birth of a child of the unit member or placement of a child with the unit member in connection with adoption or foster care of the child by the unit member. The District will administer the leave provision in accordance with Ed Code 44977.5 and Government Code 12945.2.

ARTICLE XX

BASIC SALARY

- 1.0 Beginning July 1, 2012, all teachers employed by the Lancaster School District who are members of the State Teachers' Retirement System (STRS), will receive twelve (12) monthly pay warrants.
- 1.1 The current monthly salary will be determined by dividing the current yearly salary by twelve (12).
- 1.2 The District and TAL agree that salary warrants issued in July and August are, in essence, an advance for work that has not been performed, and further agree that bargaining unit members who separate from the District prior to June 30 of the current school year must reimburse the District for any days not worked.
- 1.3 All teachers hired after July 1 of each school year will receive appropriate educational code adjustment with their first scheduled paycheck.
- 1.4 The District and TAL agree that 12 month pay will continue until such time as there are changes to State Teachers' Retirement System (STRS) regulations regarding twelve (12) month pay which creates additional costs to the District. Both sides agree to return to negotiations in this event.
- 2.0 All teachers employed by the Lancaster School District by July of each school year and are members of the Public Employee's Retirement System (PERS), will be paid their annual salary divided equally by the number of months with actual work days.
- 3.0 The on scale equivalent of 1.25% will be deposited in the Medigap Fund each year.
- 4.0 Anniversary Increment: Beginning with the fifteenth (15th) year of service in the Lancaster School District a \$3000 anniversary increment shall be added to the salary. An additional \$4000 service increment shall be added at the beginning of the twentieth (20th). An additional \$5,000 will be added to the twenty-fifth (25th) years of service. An additional \$5,234 will be added to the thirtieth (30th) year of service in the Lancaster School District.
- 5.0 When an elementary teacher needs to be gone for more than one hour and a substitute has been called, but not available, unit members will assist in providing class coverage. This will also include Special Education teachers in self-contained classrooms. Teachers will be compensated in the following manner.

TK - 6 rd grade	Full day	\$7.50 per student
	Half day	\$3.75 per student

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

\$150 per hour	one presenter
\$75 per hour each	two presenters
\$50 per hour each	three presenters

7.0 Extra Work/Extra pay

- 7.1 Summer Employment: Bargaining unit members employed by the District to work days in addition to their regular school year shall be paid \$50 per hour. This work entails no student load. Unit members shall be informed of these positions by school bulletin.
- 7.2 Bargaining unit members employed as Independent Study, Home Teachers, or Tutorial Program Teachers shall be paid \$50 per hour.
- 7.3 Bargaining unit members employed as Home Hospital teachers for students with a Moderate/Severe Disability shall be paid \$50 per hour.
- 7.4 Any middle school unit member who is required by the District to take another unit member's class or assume other assigned duties without an offsetting preparation period shall be compensated at the rate of one-seventh (1/7th) of the daily rate at Column F, Step 1. The District shall attempt to distribute opportunities for such additional assignments equitably to all eligible unit members whose preparation period is scheduled at a time when internal substitutes are required.

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

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

7.5 Moderate/Severe Middle School SDC and SDC-ED Middle Schools 1/7th

The purpose is to provide compensation of 1/7th pay due to difficulty scheduling a preparation period. This is applicable to Moderate/Severe Middle School Special Day Class and Special Day Class-ED Middle School teachers only.

- 7.6 The Leadership Academy/RISE Lancaster Alternative Virtual Academy, and Moderate/Severe Middle School SDC and SDC-ED Middle School teachers who don't receive a preparation period will be paid a 1/7th assignment for the extra work and time associated with, but not limited to, instruction and supervision of students, planning and grading. In the event that the teacher is out of the classroom for forty (40) or more consecutive days, this extra pay will cease, and will resume upon the return of the teacher to regular duty.
- 7.7 1/7th assignments for The Promise Academy Intensive Mod/Severe teachers are provided for the extra work and time associated with, but not limited to, instruction and supervision of students, planning and grading. In the event that the teacher is out of the classroom for forty (40) or more consecutive days, this extra pay will cease, and will resume upon the return of the teacher to regular duty.
- 7.8 Whenever a unit member attends professional development days during the school year, beyond what is contractually required, the unit member shall receive \$50 per hour, up to the limit of hours set by the district for each teacher during each school year. Teachers working during summer, after the last day of the school year, and prior to the return to work date of the next school year, shall be paid \$50.00 per hour, excluding conferences.

- 7.9 Bargaining unit members employed by the district will be paid the following amounts for extra work at schools where this work is being performed:

SST Chair	\$3,000
AVID Chair	\$2,000
EL Chair	\$2,000
Assessment Chair	\$2,500
PBIS Chair	\$1,500
PBIS Committee Member	\$ 300 not to exceed 7 members per school
Technology Integration Chair	\$1,000
Middle School Athletic Director	\$3,000

One half (1/2) of the pay will be issued in January with the remaining half (1/2) paid in July.

- 7.9.1 Only the Technology Integration Chair position will be made available at The Promise Academy.

- 7.9.2 All chair positions will complete a review of their job responsibilities and related work with the site principal each semester.

- 7.10 Bargaining Unit Members employed by the district to serve as a Middle School Athletic Coach, for participation in the Tri-District League, shall be paid flat amount of \$1,700 per team. No more than 15 coaches per school year will be allocated per middle school with no more than one coach for each volleyball, soccer, and basketball team, no more than two coaches for cross country, and no more than three coaches for track and field.

- 7.11 Special Education extended school year teachers will be paid \$50 per hour for three (3) hours per day.

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

9.0 INCENTIVES FOR SPEECH/LANGUAGE PATHOLOGISTS

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

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

- 9.2.1 Licensed Speech Language Pathologists who agree to supervise Speech Language Pathology students will be paid \$50 per hour, not to exceed \$4,550 per Speech Language Pathology student supervised per year. Licensed Speech Language pathologists may not supervise more than three Speech Language Pathology students, in accordance with ASHA guidelines.

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

9.2.3 Non Speech Credentialed Speech Teachers hired after July 1, 2009 and beyond will remain on the Teacher Salary Schedule, until fully credentialed in Speech Pathology.

ARTICLE XXI

EMPLOYEE BENEFITS

1.0 INSURANCE BENEFITS

- 1.1 The District agrees to provide benefits through a mutually agreed upon provider. Any year the annual premium increases more than five (5) percent over the prior year, the parties agree to re-negotiate employee benefits. (Language suspended per December 8, 2017 Tentative Final Agreement.)

The District agrees to pay the premium for the employee's selected option below, not to exceed the CAP (\$16,058). The parties understand that employee benefits and salary will be negotiated as a total economic package.

If any rate reduction, beneath the cap, is afforded to the District for married teachers and domestic partner teachers, that cost savings will be passed on to the employees.

Employees will be allowed to select benefits from several options.

- 1.1.1 The same comparable medical, dental and vision benefit currently provided for management, confidential and classified employees will be provided for certificated employees.
- 1.1.2 Teachers in job share assignments may share the composite benefit package or mutually assign the full benefit to one member of the job share. This arrangement will be mutually determined for each subsequent school year in which the job share is continued.
- 1.1.3 The District purchases accidental and life insurance for all eligible employees. The benefit amount is \$25,000. An eligible employee is defined as an active member of the bargaining unit regardless of hours worked. Part-time and job share employees are covered. Voluntary life purchase option will be made available to retiring certificated employees.
- 1.1.4 All employees that resign or retire that have been employed full time with the District since before 1994 will have District Paid benefits up to September 30. All employees that resign or retire that were employed full time commencing after 1994 will have District paid benefits up to July 31. Starting in school year 2008/2009, employees that do not complete a full school year will have their benefits through the end of the month in which they resign.
- 1.2 The Teachers Association of Lancaster and the District agree to work cooperatively for the purpose of containing employee health care costs. Both parties agree to the formation of a joint committee that can examine current coverage and carrier and make recommendations to change aspects of coverage or carrier. In the event that a vote is required, management and bargaining units will have an equal number of votes. The recommendation will proceed from committee, to negotiations, membership vote and finally Board approval.

2.0 RETIREMENT

2.1 Employees who accept service retirement benefits as provided under the State Teachers Retirement System, or Public Employees Retirement System and having a minimum of ten (10) years of full-time service in this District rendered during the immediate past fifteen (15) years, shall have extended to them the following schedule of benefits:

2.1.1 The District shall pay ninety percent (90%) of the cost of the composite rate of health insurance premiums for the retiree. This benefit shall (a) be limited to a period of ten (10) years; and (b) shall begin concurrently with retirement; and (c) shall continue either for the ten (10) years stated in (a) or until the retiree becomes eligible for Medicare, whichever comes first.

2.1.1.1 The carrier shall be the same carrier that provides health insurance for active unit members. (See Article XXII--Section 1.0.)

2.1.1.2 The plan shall be the same plan that provides health insurance for active unit members. (See Article XXII--Section 1.0.)

2.1.1.3 Upon retirement, the retiree shall be informed of the current medical insurance options and their cost. The retiree shall be responsible for the cost over the current cap and the difference in percentage of the cost of the medical insurance premiums, (i.e. 0%, 10%, 25%). The retiree shall state in writing their choice in carrier. At the time of open enrollment, the retiree may choose to change carriers or plans from the current district options.

2.1.1.4 Retired married teachers and retired domestic partner teachers, who satisfy contract eligibility requirements will be able to select whether or not they want to receive one medical policy or two. The cost of this benefit will be consistent with the language of the contract under which each employee retired and the current rate reduction, if any, offered by the current health insurance carrier to married and domestic partner teachers.

2.1.1.5 If one policy is selected when retirees (husband and wife certificated employees), eligible for District provided retirement medical benefits, retire from the Lancaster School District, only the younger of the two employees shall be required to pay their share of the composite medical benefit cost (25%, 10%, or whatever the rate is at the time of retirement). In addition, the District will only be required to pay 75%, 90%, or whatever the rate is at the time of retirement of the composite rate for the employee. Should the younger of the spouses die, the remaining retiree will be eligible to assume the 25% of the medical benefit cost and receive the medical benefits according to the above provisions. Each qualified spouse will be qualified to participate in the Medigap program when they reach the eligible age.

2.1.2 Those employees who retired prior to January, 1, 2006, shall pay premiums prior to October 1 by submitting twelve (12) signed checks in an amount equivalent to twenty-five percent (25%) of the composite premium to the payroll office each year to be sent to the carrier with the regular group payments and reconciliation's.

2.1.3 Those retiring starting January 1, 2006, and thereafter, shall pay premiums prior to October 1 by submitting twelve (12) signed checks in an amount equivalent to ten

percent (10%) of the composite premium to the Payroll Office each year to be sent to the carrier with the regular group payments and reconcilements.

- 2.2 If the ten (10) year period for health insurance contributions by the District ends before the retiree becomes eligible for Medicare, the retiree may continue his/her enrollment in the plan subject to the limitations enumerated in the following subsections.
 - 2.2.1 To qualify, the retiree must have been continuously enrolled in the District provided health plans during the previous five (5) years.
 - 2.2.2 The retiree shall pay premiums prior to October 1 by submitting twelve (12) signed checks in an amount equivalent to the estimated composite premium to the Payroll Office each year to be sent to the carrier with the regular group payments and reconciliation's.
 - 2.2.3 Dependents may be covered by the retiree provided they are enrolled as his/her dependents at the time of his/her retirement. A new spouse or dependent may be enrolled only if the retiree acquires the new dependents through marriage, birth, and/or adoption after retirement. Any family member who was the retiree's dependent but not enrolled at the time of retirement is not eligible to enroll after the retiree's retirement, except that a spouse who was enrolled in the plan as a subscriber may be added as a dependent provided there is no lapse in membership.
 - 2.2.4 Coverage for the retiree and any dependents shall cease on the last day of the month in which the retiree becomes eligible for Medicare, or on which the ten (10) years of coverage have been completed, whichever comes first.
 - 2.2.5 In the event of the death of a retiree, health coverage for the surviving spouse and any dependents covered at the time of the retiree's death may continue for the duration of the retiree's benefit.
- 2.3 If the retiree elects to pay the premiums for dental and/or vision insurance after retirement, the limitations listed in Section 2.2.1 through Section 2.2.5 shall apply.
- 2.4 Commencing with retirement, the District shall make a contribution toward the purchase of an annuity. The annuity shall mature seven (7) years after the date of retirement.
 - 2.4.1 The District shall pay three thousand five hundred (\$3,500) dollars per year for five (5) years. In the event that the retiree dies before the full five (5) years of contributions are paid, the District's obligation to pay shall cease at the end of the plan year of the retiree's death.
 - 2.4.2 The annuity shall be paid at the rate of three thousand five hundred (\$3,500) dollars a year in the form of an annual lump sum payment. A year commences on the effective date of retirement. Annual payments shall be made on the anniversary date thereafter and continue for each consecutive year thereafter to the limit prescribed in this section.
 - 2.4.3 Specifications to prospective vendors of the annuity shall include the following options for retirees: 1) cash-out value, 2) ten (10) years certain and life options, and 3) life monthly payments.

2.4.4 The company selected shall be by the mutual agreement of the District and the Teachers' Association of Lancaster.

2.4.5 Upon request of the Association, the following information shall be made available on a yearly basis to the Association for the purpose of monitoring the program.

2.4.5.1 Date, amount, and manner of payment

2.4.5.2 Name(s) of carrier(s) receiving payment

3.0 The Lancaster School District ("the District") and the Teachers Association of Lancaster ("TAL") have established a labor-trust fund to sponsor a group plan ("the plan") intended to provide certificated employees ("unit members") age 65 or older who have retired from the District with "Medigap" coverage once their post-retirement coverage provided pursuant to Article XXII, Section 2 of the MOU ends or the MOU ends. The "Medigap" plan and trust is subject to the following requirements:

- 3.1 In any school year the District shall not be required to contribute to the Medigap Fund more than the equivalent of a one and one quarter percent (1.25%) salary increase based on the aggregate salary paid to the certificated unit in the current school year (exclusive of the amount of employer contributions and taxes). The District's funding obligations shall be determined annually by the trust fund's board of trustees after review of the plan's experience and consultation with a benefits consultant qualified to estimate the plan's funding needs. In no event, however, will the District's funding obligations in any school year exceed the above referenced maximum.
- 3.2 No participant in the plan established pursuant to this section shall be guaranteed or otherwise entitled to any particular level or type of coverage. Coverage under the plan shall be funded only after payment of all reasonable and necessary expenses related to plan administration and/or investments have been paid. The parties anticipate that the District's contribution will vary from year to year and that no individual participant in the plan shall have any claim to a specific level of District contribution or any District contribution of any kind. The parties anticipate that a portion of the cost of the plan shall be funded by self-payment.
- 3.3 TAL agrees to indemnify and hold harmless the District, its officers, agents, and employees, against any and all reasonable costs (including defense costs) and any losses, damages, and/or liabilities resulting from any claim or administrative or civil action brought against the District arising out of the obligation to certificated employees covered by the MOU established by this section. TAL shall have the sole and exclusive right to determine whether any such claim or action shall be compromised, resisted, defended, tried or appealed.
- 3.4 The Agreement and Declaration of Trust providing for the trust fund shall provide that the District has authority to appoint a trustee.

- 3.5 Participants must have completed fifteen (15) years of District Service in a classification (or classifications) of employees participating in the plan, must retire from the Lancaster School District, and must remain retired under the provisions of STRS to be eligible to participate in the plan, except that certificated unit members employed as of July 1, 1998, shall be required to complete a minimum of ten (10) years of District service, must retire from the Lancaster School District, and must remain retired under STRS to become eligible to participate. Retirees who are eligible to participate, but who are not covered by Medicare may (assuming the plan can legally do so as a tax exempt organization) direct the plan to pay not more than their proportionate amount which would otherwise be paid as a "Medigap" premium to the retiree's medical plan. Each participant who is eligible for Medicare shall be required, as a condition of participation in the plan, to accept Medicare as their primary insurance coverage, and to acknowledge the availability of "Medigap" coverage solely as a supplement to Medicare.
- 3.6 All investments shall be governed by the mandates of federal and state law. Where permitted by law the District may borrow funds dedicated to this purpose at a rate of interest equal to the composite rate of interest on all investments of the funds.

ARTICLE XXII

SUMMER SCHOOL

- 1.0 A summer program may be conducted at the discretion of the District.
- 2.0 Potential summer school vacancies shall be posted no later than the last working day of May.
 - 2.1 Teachers who wish to be employed in the summer school program shall meet the minimum qualifications set forth below:
 - 2.1.1 Hold an appropriate teaching credential
 - 2.1.2 Have obtained probationary or permanent status
 - 2.2 Individuals who have been employed for two (2) or more consecutive years in the summer school program will be considered, but will receive lower priority for employment than those having no previous summer school experience.
 - 2.3 Unit members shall not be required to teach summer school, but first consideration shall be given to qualified employees of the Lancaster School District who have appropriate grade level(s) and subject matter experience before offering employment to other credentialed candidates.
 - 2.4 Teachers employed shall be on duty at least thirty (30) minutes before the beginning of the class session. The instructional day shall be the minimum requirements by State/District regulation.
 - 2.5 The length of summer school shall be determined by the district.
 - 2.6 Compensation of bargaining unit members shall be set at \$50.00 per hour.
 - 2.6.1 Offers of employment to unit members shall be based on a ratio of one (1) teacher to every thirty-five (35) students enrolled.
 - 2.6.2 Every reasonable effort shall be made by the parties to equalize class size wherever possible.

ARTICLE XXIII

COMPLAINTS CONCERNING UNIT MEMBERS

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

The District expressly agrees that no member of Management shall encourage any individual to write a complaint, but only inform the individual of the procedures for processing a complaint. Additionally, no member of Management shall aid in any way with the preparation of the content of the complaint from a member of the public. Any initial investigatory meeting involving the teacher shall take place at a time which is satisfactory to the parties, but no later than five (5) teacher work days from the filing of the complaint.

1.0 Informal (Oral) Complaints: Complaints concerning unit members should be made directly by the complainant to the unit member against whom the complaint is lodged. Whenever possible, the complainant should meet with the unit member in an attempt to resolve the issue within ten (10) days of the incident(s) giving rise to the complaint.

1.1 If the complaint is not resolved at this level and the complainant wishes to pursue the issue further, the complainant may elect to reduce his/her complaint to writing and submit the original to the unit member with a copy to the unit member's immediate supervisor.

1.2 If the complainant does not reduce his/her complaint to writing within the aforementioned ten (10) days, the complaint will be deemed to be dropped.

10 Formal (Written) Complaints: Upon receipt of the written complaint, the immediate supervisor shall meet with the unit member to discuss the issue. Should the involved unit member and/or the immediate supervisor believe the allegation(s) in the complaint warrant a second meeting, the immediate supervisor shall attempt to schedule a meeting between the complainant and the unit member.

2.1 The meeting shall be held at a time which is mutually acceptable to the parties.

2.2 If the complainant refuses to attend the meeting, the complaint shall not be utilized by the District in any evaluation or disciplinary action against the unit member.

2.3 If one (1) of the following conditions exists, it shall not be interpreted as a refusal to meet as defined in Section 2.2 above:

2.3.1 The complaint alleges any single act which in and of itself is cause for termination or suspension.

2.3.2 The complainant attended the informal conference pursuant to Section 1.0 of this Article and the complaint against the unit member is the same.

2.3.3 The employee concurs with the allegations in the complaint.

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

ARTICLE XXIV

PROCEDURE FOR CONSULTATION

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

ARTICLE XXV

SEPARABILITY AND SAVINGS

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

ARTICLE XXVI

INCLUSION OF SEVERELY DISABLED STUDENTS

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

ARTICLE XXVII

PEER ASSISTANCE/PEER REVIEW & INDUCTION PROGRAMS

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

As of 2010-2011 school year, the Peer Assistance and Review Consultant and the Induction Facilitator is combined into one (1) position until the District and TAL mutually agree to reinstate as two (2) separate positions.

PEER ASSISTANCE/PEER REVIEW (PAR) PROGRAM CONSULTING TEACHER AND INDUCTION FACILITATOR

Definition:

The PAR Consulting Teacher/ Induction Facilitator is a Teacher on Special Assignment who provides assistance to candidates pursuant to the Peer Assistance/Peer Review program as well as state authorized programs for teachers new to the teaching profession, including Induction and Intern. The qualifications for the Consulting Teacher and Induction Facilitator shall be set forth in the Rules and Procedures.

Major Duties and Responsibilities

1. This position encourages a cooperative relationship between the Consulting Teacher or Induction Facilitator, principal, mentor and PAR participating teacher or Induction candidate.
2. Provide program coordination and oversight for all aspects of the new teacher programs.
3. Attend all trainings necessary to acquire the knowledge, skills and abilities to conduct the new teacher programs.
4. Perform all tasks necessary to fully implement the new teacher programs.
5. Plan and conduct staff development for teachers who qualify for and will participate in the new teacher programs as well as for teachers providing support, such as Induction and Intern Mentors.
6. Attend all meetings connected to the operation of the new teacher programs, including, but not limited to, the meetings and trainings conducted by LSD and the State of California's Induction and Intern programs.
7. Complete all reports, and other documents, required by the new teacher programs.
8. Act as a mentor for candidates participating in the new teacher programs.
9. The Consulting Teacher will meet with the evaluator to review and discuss the basis for referral to the Peer Assistance/Peer Review program.
10. Each teacher participating in the PAR program shall receive no less than 12 hours of direct assistance per quarter from the Consulting Teacher. The Consulting Teacher shall assist participating teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the participating teacher.

11. Meet with each referred participating teacher to discuss the Peer Assistance/Peer Review program, to establish mutually agreed upon steps to meet the performance goals, develop the assistance plan, and develop a process for determining completion of the Peer Assistance/Peer Review program.
12. Monitor the progress of PAR participants and provide constructive feedback to the participating teacher for discussion and review.
13. Continue to provide assistance to PAR participants until the evaluator concludes that the teaching performance of the participating teacher is satisfactory as evidenced in the final evaluation.
14. Other duties as assigned.

Minimum Qualifications

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

Desirable Qualifications

- The ability to effectively lead.
- The ability to balance time commitments and responsibilities
- Knowledge of the process or willingness to attend current California Accreditation trainings
- A willingness to engage in a wide range of trainings and professional development
- Knowledge of Adult Learning Theory and Mentoring strategies.

Physical Requirements and Working Conditions:

- Requires vision (which may be corrected) to read small print
- Requires mobility to stand, stoop, reach, and bend
- Requires mobility of arms to reach and dexterity of hands to grasp and manipulate small objects
- Is subject to inside and outside environmental conditions
- Required to have Livescan fingerprinting completed and cleared prior to beginning work
- Must have a valid California driver's license and be insurable
- Utilizes own vehicle for transportation as needed

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

1. A reference from a building principal or immediate supervisor;

2. A reference from an Association representative;
3. A reference from another Lancaster School District classroom teacher.

All applications and references shall be treated with confidentiality.

1. Consulting Teacher should have experience working with new teachers.
2. A full-time Consulting Teacher will be placed on the A.2 Salary Schedule.
3. A full-time Consulting Teacher will be expected to flex lunch and work hours to accommodate commitments around the traditional school day.

Contract Rights

1. Employees participating in the Peer Assistance/Peer Review program will retain all rights afforded to them by the collective bargaining unit between the Teachers Association of Lancaster and the Lancaster School District.
2. A Candidate has the right to be represented throughout these procedures by the Association representative of his/her choice.
3. Upon completion of his/her services as a full-time released Consulting Teacher/Induction Facilitator, a teacher shall be returned to a regular assignment in accordance with the Transfer and Reassignment Article(s) of this Agreement (Article XVI). Upon returning to a regular teaching assignment, the Consulting Teacher will have all the rights of a displaced teacher unless the Consulting Teacher has received a Transfer in Reserve as per Article XVI.
4. Functions performed pursuant to this Article by bargaining unit employees employed in a bargaining unit position shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the Government Code.

PEER ASSISTANCE/PEER REVIEW

1.0 PAR - Participating Teachers

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

A. Participating Teacher (PT)

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

B. Principal Recommended Participating Teacher

1. A Principal Recommended Participating Teacher is a teacher who exhibits job-related concerns and the Principal recommends him/her

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

C. Volunteer Participating Teacher

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

A. Consulting Teacher (CT)

1. An interview panel will consist of two (2) district selected members and two (2) TAL unit members chosen by the TAL President.
2. One or more representatives of the Panel will conduct a site visitation and classroom observation of all final candidates.
3. Consulting Teachers will be trained to both offer peer assistance and to understand the specific functions of the Peer Assistant /Peer Review program.
4. The term of the Consulting Teacher shall be five (5) years. After serving in the position for one term, a Consulting Teacher vacates the position, but may reapply for the following term through the interview process.
5. A satisfactory annual evaluation is required to continue in the position each year

INDUCTION and INTERN PROGRAMS

- 1.0 Teacher support programs, such as Induction and Intern programs are in place for the purpose of providing quality support and mentoring as beginning teachers become fully credentialed.
- 2.0 All proceedings and materials as a result of participation in Induction and Intern programs shall be strictly confidential.
- 3.0 As provided by law, including but not limited to the California Government Tort Claims Act, the District shall defend, indemnify and hold harmless any unit member who is providing support through this and additional programs authorized by the Association and the District as a part of this Article, from any lawsuit arising out of their involvement with or performance of duties under such programs.

1.0 INDUCTION MENTORS

The Lancaster-Eastside Teacher Induction Program is committed to providing a comprehensive induction program for teachers on years one and two of their first teaching credential, and out-of-state credentialed teachers with less than two years of experience. Induction Mentors work collaboratively with one or two Candidates to provide individual assistance as needed within the context of teaching. In addition, Induction

Mentors reinforce the underlying principles of the California State approved Induction requirements. The approved number of Induction Mentors needed at each site is dependent upon the number of teachers participating in the Induction Program.

2.0 INTERN PIP AND STSP MENTORS (ISP MENTORS)

The Lancaster-Eastside Teacher Induction Program is committed to providing a comprehensive induction program for teachers with Emergency Permits. ISP Mentors work collaboratively with 1 or 2 Candidates to provide individual assistance as needed within the context of teaching. In addition, ISP Mentors reinforce the underlying principles of the California State approved Emergency Permit requirements

Minimum Qualifications for Induction Mentors and Intern, PIP and STSP Mentors (ISP Mentors):

- A Clear California Teaching Credential or equivalent CLAD, BCLAD, SB1969 or equivalent certification, SDAIE or ELD certificate
- Tenure with their District
- Three (3) years of successful teaching experience, with preference given to teacher with seven (7) or more years of teaching experience.

3.0 CANDIDATES

A Candidate is a unit member who receives assistance and/or coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are three (3) categories of Candidates.

A. INDUCTION

In order to help new unit members with a Preliminary Credential successfully begin their careers in the District, members with less than two full years of fully credentialed teaching experience will be encouraged to participate in the Lancaster-Eastside Teacher Induction Program.

B. INTERN

In order to help new unit members with an Intern Permit successfully begin their careers in the District, all unit members who possess an Intern Credential are required to participate in an Intern Program through their university and work with a District ISP Mentor, as required by the MOU agreement with the university, and participate in district provided support programs.

C. EMERGENCY PERMITS

In order to help new unit members with any Emergency Permit successfully begin their careers in the District, all unit members who possess any Emergency Permit are required to work with a mentor teacher, as required by the California Commission on Teacher Credentialing, and participate in district provided support programs.

ARTICLE XXVIII

MISCELLANEOUS PROVISIONS

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

ARTICLE XXIX

ENTIRE AGREEMENT

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

ARTICLE XXX

DURATION

- 1.0 This agreement will be in effect from July 1, 2023 through June 30, 2025.
- 2.0 The parties agree to annually reopen negotiations on the salary article, the benefit article, one additional article of choice selected by each party, and any articles mutually agreed upon by the parties. Annual negotiations will commence no later than September 30th of each year unless otherwise mutually agreed.

Date: _____

By: _____
Amy Knipp
Negotiation Chairperson
Teachers Association of Lancaster

By: _____
Gina Whipple
President
Teachers Association of Lancaster

By: _____
Dr. Paul Marietti
Superintendent
Lancaster School District

By: _____
Mike Davis
Assistant Superintendent
Lancaster School District

APPENDIX A-1
LANCASTER SCHOOL DISTRICT
TEACHERS' SALARY SCHEDULE
2024-2025
185/187 Days

STEP	CLASS B BA	CLASS C BA+30	CLASS D BA+45 OR MA	CLASS E MA + 15 BA + 60	CLASS F MA+30 BA+75
1	58,890	63,763	68,625	73,485	78,343
2	61,323	66,191	71,047	75,918	80,773
3	63,763	68,625	73,485	78,343	83,208
4	66,191	71,047	75,918	80,773	85,635
5	68,625	73,485	78,343	83,208	88,074
6	71,047	75,918	80,773	85,635	90,499
7	73,485	78,343	83,208	88,074	92,938
8	75,918	80,773	85,635	90,499	95,360
9	78,343	83,208	88,074	92,938	97,799
10	80,773	85,635	90,499	95,360	100,221
11	83,208	88,074	92,938	97,799	102,661
12			95,360	100,221	105,085
13				102,661	107,524
14					109,953
15					112,438

This increase shall be applied only to stipends and allowances calculated on the basis of basic salary.

Beginning with the fifteenth (15th) year of service in the Lancaster School District, longevity increments will be added in the following amounts:

Years of Service	Amount	Total Amount
15 years	\$3,000	\$3,000
20 years	Additional \$4,000	\$7,000
25 years	Additional \$5,000	\$12,000
30 years	Additional \$5,234	\$17,234

The district pays an annual district contribution equivalent to a 1.25% salary increase that funds the teacher's Medigap retirement benefit. This contribution is in addition to the salaries on this schedule.

Effective: July 1, 2024

Board Approval: January 21, 2025

GENERAL PROVISIONS -Applicable to Teachers' Salary Schedule

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

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

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

CLASS "B" - Bachelor's Degree in field of education and related academic areas PLUS 15 SEMESTER UNITS of upper division or graduate units pertinent to the growth of the teacher in the field of education earned after the Bachelor's program. Units taken before the completion of the Bachelor's program which are recognized by the institute as applicable to post Bachelor's program shall be credited for column advancement on the salary schedule upon appropriate verification.

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

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

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

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

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

3. A teacher new to the Lancaster School District, without previous teaching experience, will be classified according to the requirements of the Teacher's Salary Schedule and be placed on Step 1 of the appropriate Class.
4. A teacher new to the Lancaster School District, with previous teaching experience, shall be given credit of one Step for each year of verified teaching experience to a maximum of thirteen (13) years, allowing placement on the fourteenth (14) Step of the appropriate Class. *Special Education teachers shall be given credit to a maximum of thirteen (13) years. If the teacher vacates their Special Education assignment within their first three (3) years of employment they will be frozen at their entry level step on the salary schedule until they earn sufficient years of experience in Lancaster School District to advance further on the salary scale.
5. A Lancaster School District teacher on military leave of absence shall be given increment credit for each year of military service upon return.
6. Possession of an "earned" Ph.D. or Ed.D degree from an accredited college or university authorized to grant such degree shall entitle an employee to receive an additional sum of \$1,000 over and above his/her placement on the Teachers' Salary Schedule (effective July 1, 2006).
7. The advancement of the salary schedule shall be at the rate of one (1) step for each year of teaching experience. If a teacher is employed for at least three-fourths (3/4) of a school year, he/she shall be given credit for that year's experience for salary schedule advancement purposes.
8. Progress horizontally shall occur upon proof of completed coursework which must be turned in to the Human Resources Office by the last working day of September or January to have the effective reclassification dates of November 1 and March 1 apply. (Coursework must have been completed prior to September 1 or January 1). Proof of units completed may be accomplished by grade cards or letter from the college/university instructor, with sealed official college transcripts to be submitted within thirty (30) days after the date of reclassification.

Effective: July 1, 2024

Board Approval: January 21, 2025

APPENDIX A-2
LANCASTER SCHOOL DISTRICT
TEACHERS' SALARY SCHEDULE

(VI-Vision Impairment, OI-Orthopedic Impairment, O&M-Orientation and Mobility,
APE-Adaptive Physical Education, Community Day, INDUCTION/PEER/PAR Consulting Teacher, Reading
Specialist)
2024-2025
(185/187 Days)

STEP	CLASS B BA	CLASS C BA+30	CLASS D BA+45 OR MA	CLASS E MA + 15 BA + 60	CLASS F MA+30 BA+75
1	61,952	67,080	72,196	77,309	82,422
2	64,513	69,636	74,747	79,867	84,978
3	67,080	72,196	77,309	82,422	87,540
4	69,636	74,747	79,867	84,978	90,093
5	72,196	77,309	82,422	87,540	92,659
6	74,747	79,867	84,978	90,093	95,208
7	77,309	82,422	87,540	92,659	97,775
8	79,867	84,978	90,093	95,208	100,320
9	82,422	87,540	92,659	97,775	102,889
10	84,978	90,093	95,208	100,320	105,436
11	87,540	92,659	97,775	102,889	108,003
12			100,320	105,436	110,550
13				108,003	113,116
14					115,671
15					118,287

This increase shall be applied only to stipends and allowances calculated on the basis of basic salary.

Beginning with the fifteenth (15th) year of service in the Lancaster School District, longevity increments will be added in the following amounts:

Years of Service	Amount	Total Amount
15 years	\$3,000	\$3,000
20 years	Additional \$4,000	\$7,000
25 years	Additional \$5,000	\$12,000
30 years	Additional \$5,234	\$17,234

The district pays an annual district contribution equivalent to a 1.25% salary increase that funds the teacher's Medigap retirement benefit. This contribution is in addition to the salaries on this schedule.

Effective: July 1, 2024

Board Approval: January 21, 2025

GENERAL PROVISIONS -Applicable to Teachers' Salary Schedule

1. All teachers are employed subject to the Teachers' Salary Schedule adopted by the Board of Trustees of the Lancaster School District.
2. DEFINITION OF "CLASS" COLUMNS: (All columns are based on SEMESTER UNITS.)

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

CLASS "B" - Bachelor's Degree in field of education and related academic areas PLUS 15 SEMESTER UNITS of upper division or graduate units pertinent to the growth of the teacher in the field of education earned after the Bachelor's program. Units taken before the completion of the Bachelor's program which are recognized by the institute as applicable to post Bachelor's program shall be credited for column advancement on the salary schedule upon appropriate verification.

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

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

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

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

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

4. A teacher new to the Lancaster School District, without previous teaching experience, will be classified according to the requirements of the Teacher's Salary Schedule and be placed on Step 1 of the appropriate Class.
4. A teacher new to the Lancaster School District, with previous teaching experience, shall be given credit of one Step for each year of verified teaching experience to a maximum of thirteen (13) years, allowing placement on the fourteenth (14) Step of the appropriate Class. *Special Education teachers shall be given credit to a maximum of thirteen (13) years. If the teacher vacates their Special Education assignment within their first three (3) years of employment they will be frozen at their entry level step on the salary schedule until they earn sufficient years of experience in Lancaster School District to advance further on the salary scale.
5. A Lancaster School District teacher on military leave of absence shall be given increment credit for each year of military service upon return.
6. Possession of an "earned" Ph.D. or Ed.D degree from an accredited college or university authorized to grant such degree shall entitle an employee to receive an additional sum of \$1,000 over and above his/her placement on the Teachers' Salary Schedule (effective July 1, 2006).
7. The advancement of the salary schedule shall be at the rate of one (1) step for each year of teaching experience. If a teacher is employed for at least three-fourths (3/4) of a school year, he/she shall be given credit for that year's experience for salary schedule advancement purposes.
8. Progress horizontally shall occur upon proof of completed coursework which must be turned in to the Human Resources Office by the last working day of September or January to have the effective reclassification dates of November 1 and March 1 apply. (Coursework must have been completed prior to September 1 or January 1). Proof of units completed may be accomplished by grade cards or letter from the college/university instructor, with sealed official college transcripts to be submitted within thirty (30) days after the date of reclassification.

Effective: July 1, 2024

Board Approval: January 21, 2025

APPENDIX A-3
LANCASTER SCHOOL DISTRICT
SPEECH TEACHERS' SALARY SCHEDULE
2024-2025
185/187 Days

STEP	CLASS B BA	CLASS C BA+30	CLASS D BA+45 OR MA	CLASS E MA + 15 BA + 60	CLASS F MA+30 BA+75
1	68,481	74,143	79,789	85,449	91,100
2	71,305	76,962	82,614	88,274	93,931
3	74,143	79,789	85,449	91,100	96,758
4	76,962	82,614	88,274	93,931	99,575
5	79,789	85,449	91,100	96,758	102,414
6	82,614	88,274	93,931	99,575	105,234
7	85,449	91,100	96,758	102,414	108,074
8	88,274	93,931	99,575	105,234	110,880
9	91,100	96,758	102,414	108,074	113,720
10	93,931	99,575	105,234	110,880	116,538
11	96,758	102,414	108,074	113,720	119,375
12			110,880	116,538	122,192
13				119,375	125,028
14					127,851
15					130,741

This increase shall be applied only to stipends and allowances calculated on the basis of basic salary.

Beginning with the fifteenth (15th) year of service in the Lancaster School District, longevity increments will be added in the following amounts:

Years of Service	Amount	Total Amount
15 years	\$3,000	\$3,000
20 years	Additional \$4,000	\$7,000
25 years	Additional \$5,000	\$12,000
30 years	Additional \$5,234	\$17,234

The district pays an annual district contribution equivalent to a 1.25% salary increase that funds the teacher's Medigap retirement benefit. This contribution is in addition to the salaries on this schedule.

Effective: July 1, 2024

Board Approval: January 21, 2025

GENERAL PROVISIONS -Applicable to Speech Teachers' Salary Schedule

1. All teachers are employed subject to the Speech Teachers' Salary Schedule adopted by the Board of Trustees of the Lancaster School District.
2. DEFINITION OF "CLASS" COLUMNS: (All columns are based on SEMESTER UNITS.)

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

CLASS "B" - Bachelor's Degree in field of education and related academic areas PLUS 15 SEMESTER UNITS of upper division or graduate units pertinent to the growth of the teacher in the field of education earned after the Bachelor's program. Units taken before the completion of the Bachelor's program which are recognized by the institute as applicable to post Bachelor's program shall be credited for column advancement on the salary schedule upon appropriate verification.

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

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

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

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

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

5. A Speech teacher new to the Lancaster School District, without previous teaching experience, will be classified according to the requirements of the Speech Teacher's Salary Schedule and be placed on Step 1 of the appropriate Class.
4. A Speech teacher new to the Lancaster School District, with previous teaching experience, shall be given credit of one Step for each year of verified teaching experience to a maximum of thirteen (13) years, allowing placement on the fourteenth (14) of the appropriate Class.
5. A Lancaster School District Speech teacher on military leave of absence shall be given increment credit for each year of military service upon return.
6. Possession of an "earned" Ph.D. or Ed.D degree from an accredited college or university authorized to grant such degree shall entitle an employee to receive an additional sum of \$1,000 over and above his/her placement on the Speech Teachers' Salary Schedule (effective July 1, 2006).
7. The advancement of the salary schedule shall be at the rate of one (1) step for each year of teaching experience. If a Speech teacher is employed for at least three-fourths (3/4) of a school year, he/she shall be given credit for that year's experience for salary schedule advancement purposes.
8. Progress horizontally shall occur upon proof of completed coursework which must be turned in to the Human Resources Office by the last working day of September or January to have the effective reclassification dates of November 1 and March 1 apply. (Coursework must have been completed prior to September 1 or January 1). Proof of units completed may be accomplished by grade cards or letter from the college/university instructor, with sealed official college transcripts to be submitted within thirty (30) days after the date of reclassification.

Effective: July 1, 2024

Board Approval: January 21, 2025

APPENDIX A-4
LANCASTER SCHOOL DISTRICT
LICENSED SPEECH AND LANGUAGE PATHOLOGIST (LSP)
SALARY SCHEDULE
2024-2025
185/187 Days

Years of Service in LSD	Salary
1	114,705
2	117,859
3	121,037
4	124,188
5	127,367
10	130,522
20	133,699
25	136,855

This increase shall be applied only to stipends and allowances calculated on the basis of basic salary.

Beginning with the fifteenth (15th) year of service in the Lancaster School District, longevity increments will be added in the following amounts:

Years of Service	Amount	Total Amount
15 years	\$3,000	\$3,000
20 years	Additional \$4,000	\$7,000
25 years	Additional \$5,000	\$12,000
30 years	Additional \$5,234	\$17,234

The district pays an annual district contribution equivalent to a 1.25% salary increase that funds the Licensed Speech and Language Pathologist's Medigap retirement benefit. This contribution is in addition to the salaries on this schedule.

Effective: July 1, 2024

Board Approval: January 21, 2025

GENERAL PROVISIONS -Applicable to Licensed Speech and Language Pathologist's Salary Schedule

1. All Licensed Speech and Language Pathologists are employed subject to the LSP Salary Schedule adopted by the Board of Trustees of the Lancaster School District.
2. A Licensed Speech and Language Pathologist new to the Lancaster School District will be placed on Step 1.
3. A Lancaster School District LSP on military leave of absence shall be given increment credit for each year of military service upon return.
4. Possession of an "earned" Ph.D. or Ed.D degree from an accredited college or university authorized to grant such degree shall entitle an employee to receive an additional sum of \$1,000 over and above his/her placement on the LSP's Salary Schedule.
5. The advancement of the salary schedule shall be at the rate of one (1) step for each year of LSP experience. If a Licensed Speech and Language Pathologist is employed for at least three-fourths (3/4) of a school year, he/she shall be given credit for that year of experience for salary schedule advancement purposes.

Effective: July 1, 2024

Board Approval: January 21, 2025

LANCASTER SCHOOL DISTRICT
SCHOOL COUNSELOR SALARY SCHEDULE
2024-2025
192 Work Days

Years of Service in LSD	Salary
1	79,012
2	82,964
3	87,110
4	91,466
5	96,041
6	100,842
10	105,885
15	111,178

This increase shall be applied only to stipends and allowances calculated on the basis of basic salary.

Beginning with the fifteenth (15th) year of service in the Lancaster School District, longevity increments will be added in the following amounts:

Years of Service	Amount	Total Amount
15 years	\$3,000	\$3,000
20 years	Additional \$4,000	\$7,000
25 years	Additional \$5,000	\$12,000
30 years	Additional \$5,234	\$17,234

The district pays an annual district contribution equivalent to a 1.25% salary increase that funds the School Counselor's Medigap retirement benefit. This contribution is in addition to the salaries on this schedule.

Effective: July 1, 2024

Board Approval: January 21, 2025

GENERAL PROVISIONS -Applicable to School Counselors' Salary Schedule

1. All School Counselors are employed subject to the School Counselors' Salary Schedule adopted by the Board of Trustees of the Lancaster School District.
2. A Counselor new to the Lancaster School District will be placed on Step 1.
3. A Lancaster School District School Counselor on military leave of absence shall be given increment credit for each year of military service upon return.
4. Possession of an "earned" Ph.D. or Ed.D degree from an accredited college or university authorized to grant such degree shall entitle an employee to receive an additional sum of \$1,000 over and above his/her placement on the School Counselor's Salary Schedule.
5. The advancement of the salary schedule shall be at the rate of one (1) step for each year of counselor experience. If a School Counselor is employed for at least three-fourths (3/4) of a school year, he/she shall be given credit for that year of experience for salary schedule advancement purposes.

Effective: July 1, 2024

Board Approval: January 21, 2025

APPENDIX B

PROCEDURAL GUIDELINES FOR THE EVALUATION OF THE INSTRUCTIONAL STAFF

1.0 Sequential Development for Formal Evaluation

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

2.0 Implementation

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

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

2.1.6.4. Effort by the evaluatee in attempting to improve his/her instructional performance and technique.

2.1.6.5. The specific situation in which the evaluatee performed his/her job.

3.0 Formal Classroom Observation Commentary

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

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

3.1.1.1. Mutually agreed upon objectives

3.1.1.2. Ability grouping of class; i.e. homogeneous or heterogeneous.

3.1.1.3. Any special or atypical characteristics of the class composition or structure.

3.1.1.4. Any special or atypical characteristics of the environmental conditions in or around the classroom.

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

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

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

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

4.0 Final Evaluation

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

Teacher Name: _____

Part 1

LANCASTER SCHOOL DISTRICT

Teacher Evaluation

Part 1 (To be completed by evaluator prior to final evaluation conference)

The Lancaster School District evaluates all teachers based on the *Stull Bill* and the *California Standards for the Teaching Profession*.

Teacher _____

Date _____

School _____

Evaluator _____

Grade Level _____

Teaching Assignment _____

☐ **Traditional Evaluation**

All non-tenured teachers will have a traditional evaluation)

☐ **Alternative Evaluation**

Mutual agreement required

PART 1 – GOALS FOR THE YEAR (to be completed by the teacher and the evaluator during the goals conference)

All teachers should develop and be prepared to discuss goals for the year. All yearly goals must be tied directly to one of the standards.

(Use additional paper if necessary)

Teacher Name: _____

Part 2

LANCASTER SCHOOL DISTRICT Teacher Evaluation

PART 2 – PRE-FORMAL OBSERVATION CONFERENCE (to be completed by the teacher and the evaluator during the pre-formal observation conference)

Traditional Evaluation ☐

OBJECTIVE/STANDARD – (from the California Standards for the Teaching Profession)

The evaluator will observe the following:

Date: _____ Time: _____ of observation
(The teacher and the evaluator will mutually agree on the content, date & time)

Alternative Evaluation ☐

OBJECTIVE/STANDARD – (from the California Standards for the Teaching Profession)

Progress toward alternative evaluation goal will be documented by one or more of the following:

- | | |
|---|---|
| <input type="checkbox"/> Meetings | <input type="checkbox"/> Data |
| <input type="checkbox"/> Work Samples | <input type="checkbox"/> Teacher's Personal Reflections |
| <input type="checkbox"/> Journal | <input type="checkbox"/> Product |
| <input type="checkbox"/> Classroom Observations | <input type="checkbox"/> Other _____ |

Describe if necessary _____

Teacher's Signature _____	Date _____
Evaluator's Signature _____	Date _____

LANCASTER SCHOOL DISTRICT Teacher Evaluation

PART 3 – TEACHER'S PERSONAL REFLECTIONS

(To be completed by the teacher and submitted to the evaluator one calendar month before final evaluation date as listed in the *Stall Bill*.)

- a. *In this section the teacher should list any site or district level activities or responsibilities. Also include professional growth, staff development, or other continuing education. You may also include classroom successes you would like to highlight. (required for both alternative and traditional evaluatees)*

Teacher should use this page to assess his/her progress toward goal attainment. Include activities, strategies, resources and/or any other relevant information. (required for alternative/optional for traditional evaluatees)

Part 4 (To be completed by evaluator prior to final evaluation conference)

California Standards for the Teaching Profession

Standard 1: Meets <input type="checkbox"/> Does Not Meet <input type="checkbox"/>			Standard 2: Meets <input type="checkbox"/> Does Not Meet <input type="checkbox"/>		
Meets Standard	Does Not Meet Standard	Engaging and Supporting All Students in Learning	Meets Standard	Does Not Meet Standard	Creating and Maintaining Effective Environments for Student Learning
<input type="checkbox"/>	<input type="checkbox"/>	Element 1A: Focus on Students: Teachers plan and implement a student-centered learning perspective that frames diversity as an educational asset and supports each student in relevant and challenging experiences that explore students' identities and extend their learning.	<input type="checkbox"/>	<input type="checkbox"/>	Element 2A: Learning Environment: Teachers guide learning through mutually respectful, supportive, and challenging experiences that result in each student's academic and social-emotional growth.
<input type="checkbox"/>	<input type="checkbox"/>	Element 1B: Knowledge of Students: Teachers elicit and solicit knowledge of each student's assets and needs, including cognitive, cultural and linguistic, social-emotional, and physical and developmental capacities, in the service of increasing active engagement in learning.	<input type="checkbox"/>	<input type="checkbox"/>	Element 2B: Student Behavior: Teachers communicate, model, practice, and sustain high standards of individual and group behavior that reflect, affirm, and respect diversity, and facilitate productive interactions to maximize opportunities for each student to learn and thrive.
<input type="checkbox"/>	<input type="checkbox"/>	Element 1C: Student Backgrounds and Family Engagement: Teachers meaningfully engage and form partnerships with families, guardians, and caregivers in addressing each student's learning needs, health, and well-being and are responsive to the range of economic, social, cultural, linguistic, and community factors that affect student development and learning.	<input type="checkbox"/>	<input type="checkbox"/>	Element 2C: Organizational and Resource Management: Teachers organize and manage learning structures, processes, resources, and supports in order to provide a safe and productive learning environment in which each student can grow and thrive.
<input type="checkbox"/>	<input type="checkbox"/>	Element 1D: Diversity and Equity: Teachers are responsive to students' diverse experiences, cultures, languages, identities, interests, strengths, and needs and apply evidence-based principles that intentionally cultivate equitable access, opportunities, and positive outcomes for each student.	<input type="checkbox"/>	<input type="checkbox"/>	Element 2D: Inclusive Environment: Teachers build on students' assets—students' abilities and talents, prior learning and peer and social group interactions, languages and cultures, and family and community experiences—to ensure that students' identities are included in classroom interactions and future learning experiences.

Standard 3: Meets <input type="checkbox"/> Does Not Meet <input type="checkbox"/>			Standard 4: Meets <input type="checkbox"/> Does Not Meet <input type="checkbox"/>		
Meets Standard	Does Not Meet Standard	Understanding and Organizing Subject Matter for Student Learning	Meets Standard	Does Not Meet Standard	Planning Instruction and Designing Learning Experiences for All Students
<input type="checkbox"/>	<input type="checkbox"/>	Element 3A: Knowledge of Subject Matter and Pedagogy: Teachers identify, organize, and teach key concepts, underlying themes, and relationships that address pre-K–12 state content standards and local subject- and grade-level expectations, and also promote students' social-emotional and language development.	<input type="checkbox"/>	<input type="checkbox"/>	Element 4A: Planning Instruction for Student Learning: Teachers shape instructional plans that are informed by student goals, curriculum, evidence-based teaching strategies, materials, and resources attuned to the broad range of students' identities, prior knowledge, areas for growth, and interests.
<input type="checkbox"/>	<input type="checkbox"/>	Element 3B: Connecting Subject Matter to Real-World Contexts: Teachers engage students in real-world applications and leverage students' unique backgrounds, perspectives, and cultural identities to make learning authentic, relevant, and meaningful.	<input type="checkbox"/>	<input type="checkbox"/>	Element 4B: Designing and Developing Instruction for Student Learning: Teachers use varied instructional practices to craft effective learning experiences focused on the students they serve and the curriculum they teach.
<input type="checkbox"/>	<input type="checkbox"/>	Element 3C: Curriculum and Resources for Specific Students and Student Groups: Teachers design and implement content and resources that enable equitable access for every learner, including those with more complex needs, to essential academic and social-emotional concepts, to promote each learner's growth.	<input type="checkbox"/>	<input type="checkbox"/>	Element 4C: Facilitating Instruction for Student Learning: Teachers advance student learning by employing varied instructional strategies and supports that help build students' knowledge and skills and that facilitate student engagement, well-being, and efficacy.
<input type="checkbox"/>	<input type="checkbox"/>	Element 3D: Content and Skills across Subjects: Teachers elevate learning experiences enabling students to apply knowledge and skills across content areas to identify issues, explore proposed solutions, and examine relevant, complex subject matter.	<input type="checkbox"/>	<input type="checkbox"/>	Element 4D: Adapting Instruction for Student Learning: Teachers vary their instructional practices to differentiate the kinds of student learning activities and levels of support needed to address the breadth of students' identified assets and needs.
<input type="checkbox"/>	<input type="checkbox"/>	Element 3E: Curriculum Materials and Resources: Teachers select, use, and adapt standards-aligned instructional materials, evidence-based resources, and varied technologies to increase content and social-emotional learning options that are accessible, equitable, and culturally responsive and sustaining for each student.	<input type="checkbox"/>	<input type="checkbox"/>	

Teacher Name:

Part 4 (To be completed by evaluator prior to final evaluation conference)

California Standards for the Teaching Profession

Standard 5: Meets <input type="checkbox"/> Does Not Meet <input type="checkbox"/>		
Meets Standard	Does Not Meet Standard	Assessing Student Learning
<input type="checkbox"/>	<input type="checkbox"/>	Element 5A: Understanding and Using Assessments: Teachers understand different assessment types and purposes and use multiple methods of assessing students to intentionally collect, analyze, and interpret information directed toward supporting each student's achievement and well-being.
<input type="checkbox"/>	<input type="checkbox"/>	Element 5B: Interpreting and Using Assessment Data to Inform Student Learning: Teachers apply varied data sources to access meaningful information for planning and differentiating student learning experiences, determining developmentally appropriate instructional practices, and improving processes that equitably guide the growth of each student's academic and social-emotional learning.
<input type="checkbox"/>	<input type="checkbox"/>	Element 5C: Communication of Assessment and Data: Teachers engage with students, families, and guardians, along with other teachers and specialists, to share student strengths and areas of improvement gathered from assessments and reach common understanding about how to apply the information to support improvement goals and student progress.
<input type="checkbox"/>	<input type="checkbox"/>	Element 5D: Assessment for Continuous Improvement: Teachers, individually and collaboratively, evaluate and improve assessment methods to ensure equitable access, opportunities, resources, and outcomes for student learning and growth.
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	

Standard 6: Meets <input type="checkbox"/> Does Not Meet <input type="checkbox"/>		
Meets Standard	Does Not Meet Standard	Developing as a Professional Educator
<input type="checkbox"/>	<input type="checkbox"/>	Element 6A: Reflection on Practice: Teachers continuously examine and evaluate their own practice to intentionally use new understandings and perspectives as opportunities for professional growth and effectiveness.
<input type="checkbox"/>	<input type="checkbox"/>	Element 6B: Focused Professional Learning: Teachers amplify their expertise with ongoing professional learning experiences that address subject-matter content, instruction and assessment, social-emotional support, and equitable practices, that enable each student—including historically and persistently underserved students—to reach identified goals.
<input type="checkbox"/>	<input type="checkbox"/>	Element 6C: Collaboration with Colleagues: Teachers collaborate with colleagues in developing a common understanding of effective practices for students' academic and social-emotional development. This common understanding informs teaching and supports practices that meet students' diverse learning interests, strengths, and needs.
<input type="checkbox"/>	<input type="checkbox"/>	Element 6D: Collaboration with Families, Guardians, and the Community: Teachers collaborate with families, guardians, and community partners to develop and use a common language, strategies, and communication around in-school and out-of-school learning experiences and to align services and initiatives that affect each student's growth and well-being.
<input type="checkbox"/>	<input type="checkbox"/>	Element 6E: Ethical Conduct and Professional Responsibilities: Teachers demonstrate honesty, trustworthiness, and integrity in their professional behavior and decision-making as they conduct their responsibilities with a focus on each student's learning and well-being.
<input type="checkbox"/>	<input type="checkbox"/>	Element 6F: Activating Access and Equity: Teachers strive to eradicate barriers to student access, engagement, opportunities and positive outcomes by acting with integrity and fairness so that every student has the quality experiences necessary to learn and thrive.
<input type="checkbox"/>	<input type="checkbox"/>	Element 6G: Personal Growth and Well-Being: Teachers cultivate and sustain personal motivation, commitment, energy, and health by balancing continuous professional growth with their own physical and emotional wellness.

Teacher Name: _____

Part 5

LANCASTER SCHOOL DISTRICT Teacher Evaluation

PART 5 – FINAL EVALUATION (to be completed by the evaluator prior to final evaluation conference)
Commendation and/or Recommendation – (Use additional paper if necessary)

OVERALL EVALUATION

- ☐ Meets Standards / Satisfactory
- ☐ Does Not Meet Standards / Unsatisfactory
- ☐ Referred to PAR (Peer Assistance and Review)
- ☐ Teacher agrees to participate
- ☐ Teacher refuses PAR services

(Teacher is allowed 10 days to respond)

Evaluator's Signature

Date

Teacher's Comments – The teacher shall have the right to respond in writing to the evaluation. This response shall be attached to the evaluation prior to it being placed in the teacher's personnel file if received within ten (10) working days after the receipt of the evaluation. If received after ten (10) working days it will be added to the personnel file when received by the District.

Teacher's Signature

Date

(The teacher's signature does not indicate endorsement of the evaluation or agreement to PAR referral but is recognition that discussion and observations have taken place.)

Lancaster School District
SPEECH AND LANGUAGE PATHOLOGIST EMPLOYEE EVALUATION

Employee: _____ Assignment(s): _____
School: _____ Date: _____

E - Exceeds Expectations M - Meets Expectations N - Needs to Improve U - Unsatisfactory

Any N should be supported with documentation

Any U must be supported with documentation

Any N or U requires an Improvement Plan

E	M	N	U		
1.0 DEMONSTRATES KNOWLEDGE OF PROFESSIONAL PRACTICE					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.1	Shows competency in the development and implementation of therapy activities for the remediation of communication disorders.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.2	Uses best practices for the support of language acquisition and intervention.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.3	Differentiates instruction and therapy for individual student needs (including severely handicapped students and those with autism spectrum disorders).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.4	Demonstrates understanding of typical and atypical language and articulation development.

Comments: (Any E, N, or U requires specific supporting comments by the evaluator)

E	M	N	U		
2.0 SUPPORTS EFFECTIVE ENVIRONMENTS FOR ALL STUDENTS					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.1	Assists in establishing a climate that promotes fairness, respect, and responsibility.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.2	Demonstrates organizational skills and effective use of time.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.3	Creates a physical environment that engages all students.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.4	Establishes and maintains standards for student behavior.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.5	Works with individual students and with small groups effectively.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.6	Creates and uses instructional and therapeutic materials effectively.

Comments: (Any E, N, or U requires specific supporting comments by the evaluator)

E	M	N	U		
3.0 PLANS INSTRUCTION AND DESIGNS LEARNING FOR ALL STUDENTS					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.1	Draws on and values students' backgrounds, interests, and developmental learning needs.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.2	Establishes and articulates goals for student progress based on assessment results.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.3	Develops and sequences therapy and instructional activities to meet individual student needs.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.4	Maintains appropriate documentation on students.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.5	Modifies therapy throughout school year to meet changing student needs.

Comments: (Any E, N, or U requires specific supporting comments by the evaluator)

E	M	N	U	4.0 ASSESSES STUDENT LEARNING
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.1 Uses evidence and research based assessment tools effectively.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.2 Appropriately recommends students for specialized services based on assessment results.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.3 Effectively communicates with students, families, and colleagues about student assessment results and progress.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.4 Reviews, analyzes, and interprets information from student files during assessment process.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.5 Uses results of ongoing assessments to guide therapy and instruction.

Comments: (Any E, N, or U requires specific supporting comments by the evaluator)

E	M	N	U	5.0 DEVELOPS AS A PROFESSIONAL EDUCATOR
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.1 Reflects, plans, and establishes professional goals.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.2 Works with colleagues to improve professional practices.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.3 Takes part in professional development activities to enhance effectiveness and skills.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.4 Adheres to district/school/federal/state policies, rules, and standards.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.5 Exhibits leadership qualities in school and district roles.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.6 Accepts and fulfills duties and responsibilities in a timely and effective manner.

Comments: (Any E, N, or U requires specific supporting comments by the evaluator)

E	M	N	U	6.0 EXHIBITS PROFESSIONAL PERSONAL CHARACTERISTICS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.1 Demonstrates concern and respect for all by listening and communicating effectively as a team member.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.2 Evidences good judgment, common sense, positive attitude, and the ability to utilize constructive criticism.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.3 Demonstrates dependability, initiative, resourcefulness, and professionalism.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.4 Works cooperatively with outside agencies and school community.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.5 Consults and collaborates with parents, students, teachers, and/or other staff to support student learning.

Comments: (Any E, N, or U requires specific supporting comments by the evaluator)

Additional pages attached: Yes ☐ No ☐

- ☐ **Satisfactory overall evaluation**
- ☐ **Recommended for continued service** ☐ **Recommended for continued service, but improvement needed** ☐ **Not recommended for continued service**

This evaluation has been discussed with me in conference with the evaluator. My signature acknowledges receipt of this document and does not necessarily indicate agreement with the summative evaluation. I understand that I may, within ten (10) working days of my signature, submit a written response, which will be attached to this evaluation.

Signature of Employee: _____ Date: _____

Signature of Evaluator: _____ Date: _____

Employee Response Attached: Yes ☐ No ☐

Lancaster School District
NON-INSTRUCTIONAL CERTIFICATED EMPLOYEE EVALUATION
SCHOOL COUNSELOR

Employee: _____ Assignment(s): _____
School: _____ Date: _____

E- Exceeds Expectations **M-** Meets Expectations **N-** Needs to Improve **U-** Unsatisfactory

Any N should be supported with documentation

Any U must be supported with documentation

Any U requires an Improvement Plan

E	M	N	U		1.0 ENGAGES AND SUPPORTS ALL STUDENTS	N/A <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.1	Acts as an advocate for students and provides resources to respond to students' diverse needs.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.2	Supports the overall vision and mission of the school.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.3	Encourages students to utilize resources to resolve personal and social problems which affect learning.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.4	Assists the District and school site in providing a comprehensive counseling program support system for students.	

Comments: (Any E, N, or U requires specific supporting comments by the evaluator)

E	M	N	U		2.0 SUPPORTS EFFECTIVE ENVIRONMENTS FOR ALL STUDENTS	N/A <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.1	Assists in establishing a climate that promotes fairness, respect, and responsibility.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.2	Demonstrates organizational skills and efficiency.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.3	Consults and collaborates with parents, students, teachers, and/or other staff to support student learning.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.4	Demonstrates the ability to work effectively as a team member.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.5	Works cooperatively with parents by serving as a liaison between outside agencies and school community.	

Comments: (Any E, N, or U requires specific supporting comments by the evaluator)

E	M	N	U		3.0 DESIGNS SUPPORT SERVICES FOR ALL STUDENTS	N/A <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.1	Increases awareness of secondary and post-secondary options including work and college.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.2	Meets deadlines and attends scheduled meetings.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.3	Participates in SSTs, IEPs, 504 meetings, preventative programs, and other student conferences as appropriate.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.4	Maintains appropriate documentation on students.	

Comments: (Any E, N, or U requires specific supporting comments by the evaluator)

E	M	N	U		4.0 ASSESSES STUDENT LEARNING	N/A <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.1	Guides students in developing educational goals and programs.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.2	Collaboratively recommends and arranges referrals, placement, and services for students as appropriate.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.3	Effectively communicates with students, families, and staff about student progress.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.4	Evaluates the effectiveness of current and past programs/interventions.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.5	Reviews, analyzes, and interprets information from student files to support educational goals and progress.	

Comments: (Any E, N, or U requires specific supporting comments by the evaluator)

E	M	N	U	5.0 DEVELOPS AS A PROFESSIONAL EDUCATOR	N/A <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.1 Reflects, plans, and establishes professional goals.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.2 Works with colleagues to improve professional practices.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.3 Takes part in professional development activities to enhance effectiveness and skills.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.4 Adheres to District/school policies, rules, and curricular/content standards.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.5 Adheres to federal and state rules and regulations.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.6 Accepts and fulfills duties and responsibilities which includes assisting the site administrator in a timely and effective manner.	

Comments: (Any E, N, or U requires specific supporting comments by the evaluator)

E	M	N	U	6.0 DEMONSTRATES COUNSELING SKILLS	N/A <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.1 Provides individual and group counseling services for students—small and large	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.2 Assesses the learning and social-emotional needs of students identified at-risk using a variety of resources and methods, and develops plans to address those needs.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.3 Effectively develops, implements, and supports academic and behavioral interventions.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.4 Collaborates with colleagues and makes data-based decisions to facilitate positive student outcomes, for students who have social-emotional, behavioral, and/or academic needs.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.5 Develops, coordinates, and supervises programs and activities which focus on creating a positive school culture to improve student, family, and community engagement; builds positive adult-student relationships; and assures school safety.	

Comments: (Any E, N, or U requires specific supporting comments by the evaluator)

E	M	N	U	7.0 EXHIBITS PROFESSIONAL PERSONAL CHARACTERISTICS	N/A <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7.1 Demonstrates concern and respect for all by listening and communicating effectively to staff members.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7.2 Uses good judgment, common sense, and the ability to utilize constructive criticism.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7.3 Demonstrates dependability, initiative, and resourcefulness.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7.4 Presents a professional demeanor and meets difficult situations with appropriate self-control.	

Comments: (Any E, N, or U requires specific supporting comments by the evaluator)

Additional pages attached: Yes ☐ No ☐

☐ **Satisfactory overall evaluation**

☐ **Recommended for continued service** ☐ **Recommended for continued service, but improvement needed** ☐ **Not recommended for continued service**

This evaluation has been discussed with me in conference with the evaluator. My signature acknowledges receipt of this document and does not necessarily indicate agreement with the summative evaluation. I understand that I may, within ten (10) working days of my signature, submit a written response, which will be attached to this evaluation.

Signature of Employee: _____ Date: _____

Signature of Evaluator: _____ Date: _____

Employee Response Attached: Yes ☐ No ☐

TOSA EVALUATION

TOSA Name: _____ Part 4 (b)

Part 4 (to be completed by evaluator prior to final evaluation conference) Instructional Coaching Practice Standards

1.0 Develops as an instructional leader to advance instructional coaching, the teaching profession, and equitable outcomes for every student.	Effective	Developing	Ineffective	N/A
1.1 Develops and continuously pursues professional growth goals and action plans that are grounded in instructional coaching standards and expectations and are continually informed by coach and teacher data of practice and student learning.				
1.2 Collects and analyzes instructional coach and non-evaluative teacher data of practice to inform instructional coaching decisions that will improve teacher practice and the academic, social, and emotional learning of every student.				
1.3 Engages in coach professional learning opportunities and contributes fully to the coach community of practice to advance own learning and that of coach colleagues.				
1.4 Builds collaborative partnerships with school and district instructional leaders, teacher leaders, and school communities to advance the teaching profession and advocate for equitable outcomes for every student.				
1.5 Promotes, designs, and/or facilitates staff professional learning that is aligned with professional teaching standards, school and district instructional goals, and program vision, mission, and goals and promotes development of optimal learning environments and rigorous content learning for every student.				
2.0 Deepens and maintains own knowledge of rigorous content standards, social and emotional learning, learner variability, and culturally responsive pedagogy.	Effective	Developing	Ineffective	N/A
2.1 Deepens and maintains own knowledge of grade-level content standards and standards-aligned tasks, lessons, and curriculum to ensure that every student has access to rigorous, standards-aligned content.				
2.2 Deepens and maintains own knowledge of research-based practices that create emotionally, intellectually, and physically safe classroom environments for every student.				
2.3 Deepens and maintains own knowledge of strategies and research-based frameworks designed to support teachers to expect, plan for, and meet the variable learning needs of every student.				
2.4 Deepens and maintains own knowledge of equity principles and culturally responsive pedagogy to identify and address inequitable practices and engage teachers in using an equity lens to reflect on their practice.				
3.0 Creates and maintains collaborative, respectful, instructionally focused coaching partnerships with individual and/or groups of teachers to foster teacher ownership of continuous improvement of practice and to advance the learning of every student.	Effective	Developing	Ineffective	N/A
3.1 Cultivates relational trust, caring, mutual respect, and honesty with individual and groups of teachers to build ownership, solve problems, and foster teacher agency, resilience, and commitment to the success of every student.				
3.2 Uses coaching language and approaches to engage teachers in collaborative, instructionally focused, problem-solving conversations and reflective analysis to promote teacher agency and improved student academic, social, and emotional growth.				
3.3 Creates strategic coaching outcomes and plans for meetings with teachers to advance teacher practice and the learning of every student.				
3.4 Uses coaching and collaboration time effectively to implement instructionally focused tools and protocols that advance instruction and the learning of every student.				
3.5 Facilitates reflective conversations about race, culture, and the diversity of the school and community to improve instruction and ensure that every student has what they need to be successful academically, socially, and emotionally.				
3.6 Builds teacher capacity to create effective partnerships with families and local communities to improve instruction and learning for students of all backgrounds.				

4.0 Engages educational leaders in partnerships to advance teacher effectiveness and the learning of every student.	Effective	Developing	Ineffective	N/A
4.1 Foster collaborative partnerships with school leaders to establish instructional coach roles and responsibilities and identify alignments to school and district instructional priorities.				
4.2 Supports educational leader's knowledge of the coaching process, teaching-coaching cycle, teacher clarity, and their impacts on instruction and equitable outcomes for every student.				
4.3 Strengthens collaborative partnerships with instructional leaders to ensure coaching aligns with school and district instructional priorities, and foster a learning environment in which every student can be successful.				

5.0 Engages teachers in instructionally focused inquiry cycles to accelerate teaching practice and equitable outcomes for every student.	Effective	Developing	Ineffective	N/A
5.1 Advances standards-aligned instruction and student learning of rigorous content by engaging teachers in ongoing teaching-coaching cycles to advance equitable learning for every student.				
5.2 Strengthens teacher capacity to use appropriate assessments of student academic, social, and emotional skills to advance the learning of every student.				
5.3 Builds teacher capacity to analyze student assessments to guide the planning and delivery of standards-aligned instruction that meets the variable learning needs of every student.				
5.4 Deepens teacher capacity for continuous improvement through professional goal-setting based on assessments of practice and student learning, school and district instructional priorities, and the California Standards for the Teaching Profession (CSTP).				

6.0 Builds teacher capacity to advance equitable and inclusive learning by providing an optimal learning environment that meets the diverse academic, social, and emotional needs of every student.	Effective	Developing	Ineffective	N/A
6.1 Engages individual and/or groups of teachers in developing and applying research-based knowledge, skills, and strategies to create emotionally, intellectually, and physically safe optimal learning environments for every student.				
6.2 Builds teacher capacity to advance equitable and inclusive instruction for every student based on principles of equity and the use of culturally responsive pedagogy.				
6.3 Expands teacher capacity to advocate for, establish, and maintain equitable and inclusive classroom environments that foster self-regulation and learner agency.				
6.4 Strengthens teacher capacity to equitably meet the diverse learning needs of every student through the instructional use of technology.				

OPTIONAL Notes/Evidence/Recommendations/Commendations (This does not replace part 5 of the evaluation process.)

VISUAL IMPAIRMENT TEACHER EVALUATION

Visual Impairment Teacher:

Part 4

(to be completed by evaluator prior to the final evaluation conference)

Visual Impairment Teaching Standards

Standard 1: Meets Does Not Meet			Standard 2: Meets Does Not Meet		
Met	Not Met	Vision and Functional Implications of Vision Loss	Met	Not Met	Impact on Vision Loss on Developmental Learning
		1.1 Displays knowledge of the normal development, anatomy and physiology, basic terminology, and structure and function of the human visual system to include the eye and brain structures related to vision.			2.1 Displays knowledge of potential effects of visual impairment on developmental and learning in regards to sensory, motor development, vocational, transitional skills development, communication, and social skills.
		1.2 Displays knowledge of working with students with congenital versus acquired visual impairments.			2.2 Demonstrate understanding of the impact of cultural and linguistic differences and family values on development and learning for students who are visually impaired.
		1.3 Displays knowledge of basic terminology related to diseases and disorders of the human visual system, common eye disorders, possible effects of medications, and their implications in the home, classroom, and other learning environments.			2.3. Awareness of and understanding of physical and environmental factors that can impactful visual performance.
		1.4 Displays knowledge of the interaction of additional disabilities, including their effects on learning and development and the effects of treatment and medication on visual performance.			2.4 Knowledge and understanding of the potential educational and social impact of additional disabilities on developmental and learning as well as when a student requires specialized services for multiple disabilities.
		1.5 Able to perform functional low vision assessments.			2.5 Knowledge and understanding of the impact of vision and vision impairment associated with prenatal and postnatal brain injury on developmental learning.
		1.6 Ability to instruct learners who are visually impaired on the appropriate use of optional and non-optical devices.			2.6 Knowledge and understanding of the impact of combined vision and hearing impairment on developmental learning including cognition, language, and motor skills. .

		1.7 Ability to interpret medical eye reports and visual functioning information and communicate it in ways that can be understudy by students with low vision, families, and other professionals.			
		1.8 The ability to identify the role and function of eye care facilities and professionals that specialize in low vision, and demonstrate a			

		commitment to collaborate with such professionals.			
		1.9 Ability to utilize the information from a low vision assessment as one criterion in determining the appropriate reading medium or learning medium for learners who have low vision or are functionally blind.			
		1.10 Ability to interpret visual functioning information to determine appropriate options which enable access to learning and the instructional program commensurate with individual age, setting, and present levels of developmental and/or academic functioning.			

Standard 3: Meets Does Not Meet			Standard 4: Meets Does Not Meet		
Met	Not Met	Specialized Assessment and Techniques	Met	Not Met	Braille Competency and Braille Literacy Information
		3.1 Knowledge and skills to effectively assess visually impaired students to include those with multiple disabilities/deafblind, as it incorporates the effects of visual impairment on learning and experiences.			4.1 Provide instruction in reading and writing alphabetic and fully contracted braille code that aligns with the ELA content standards and the California Braille Standards for Reading and Mathematics.
		3.2 Ability to articulate specialized terminology used in assessing individuals who are visually impaired.			4.2 Provides a program that is a systematic method of explicit Braille literacy instruction to meet a diverse range of learning abilities.
		3.3. Understanding of the ethical considerations and legal provisions, regulations, and guidelines related to the assessment of students with visual impairments.			4.3. Basic proficiency in the Nemeth Braille Code for Mathematics and the ability to teach the Nemeth Code in the Prekinder through the high school curriculum.

		3.4 Understanding of the referral process for students with visual impairments including pre-referral and referral steps to include the legal definition that determines the classification of students as visually impaired.			4.4 Knowledge and skill to produce Braille such as Brailewriter, slate, and stylus commuter generalized and Braille duplication methods including the use of Braille Translation software and the use of electronic Braille files and optical character recognition for scanning and translating Braille.
		3.5 Understanding and use of fair, accessible, and unbiased informal/formal assessment procedures of the core curriculum and the ECC using multiple methods, including disability-specific assessment instruments, cultural and language differences, considering the individual needs of the student			4.5 Skill and knowledge in the proper use and care of Braille production devices and equipment.
		3.6 Knowledge and skill of alternate assessment techniques when using tests that are not standardized.			4.6 Skill and knowledge to adapt and appropriately format print documents, including text and tactile graphics to ensure student accessibility based on individual ability and needs.

		3.7 Understanding and ability to determine appropriate accommodations, modifications, and/or test variations with regard to students' visual impairment, learning media, and related disability needs, and to communicate these needs in collaboration with other professionals and service providers to assure appropriate decision making for the selection of assessment tools and methods.			4.7 Knowledge and skill for learning to read using tactile means to include foundation of reading skills as outlined in the ELA content standards, National Reading Panel, and the California Braille Standards for Reading and Mathematics.
					4.8 Knowledge in the basic understanding of various Braille codes currently in use such as foreign language, music, computer, and scientific notation.

Standard 5: Meets Does Not Meet			Standard 6: Meets Does Not Meet		
Met	Not Met	Specialized Communication Skills and Instruction	Met	Not Met	Determining Learning Medium
		5.1 The ability and skill to provide systematic, explicit instruction in specialized communication skills to meet the needs of diverse learners			6.1. Knowledge of various learning modalities including visual, tactical, and aural, and understanding of how they interact with one another.

		5.2 The ability to utilize methods that develop tactical perceptual skills for those that will be tactile learners as well as a range of methods/instructional strategies for the teaching of Braille reading and writing, and for the teaching of the Nemeth Braille Code for mathematics.			6.2 The skill and ability to incorporate multiple measurements such as functional vision, sensory channels, and reading performance to determine the appropriate learning media or medium for visually impaired learners.
		5.3 The ability to use a wide range of methods and instructional strategies for the teaching of the abacus and other math-related specialized equipment for the teaching of tactile graphics including maps, charts, and tables, and for adaptations and instructional strategies for the teaching of science.			6.3. The ability to apply the information obtained through both learning media and functional vision assessments in determining appropriate learning media.
		5.4 Ability to use a wide range of methods and instructional strategies for the teaching of handwriting for individuals with low vision and signature writing for individuals who are blind, and teaching of listening skills.			6.4 The ability to evaluate a variety of specialized media, materials, and equipment such as braille, auditory, and recorded books, synthesized speech, adapted technology, and large print books, as they apply to the modality needs of the visually impaired learner.
		5.5 The ability to use a wide range of methods and instructional strategies for the teaching and touch typing and keyboarding for specialized technology and for the teaching of Braille slate and stylus.			6.5 The ability to perform environmental analysis in order to make appropriate adaptations for individual students. .

		5.6 The ability to use a range of methods and instructional strategies for the teaching of reading using adapted font size, including print, electronic devices, electronic and digit media, and optical devices, along with the knowledge to access appropriate specialized resources related to disability-specific communication skills.			6.6 The ability to identify the primary reading and writing medium, to include alternate learning media appropriate to age, educational setting, and present levels of functioning of the visually impaired learner.
		5.7 Ability to address a full range of learners, to include struggling readers, students who are deaf-blind, and those with other disabilities. To include the skill to adapt materials and curriculum and or consult with other professionals to appropriately modify the curriculum to meet individual students' needs.			6.7 The ability to design learning environments that are multi-sensory and that encourage active participation by learners with visual impairments in a variety of individual and group learning activities in the school, home, and community.

		5.8 The ability to provide information in regards to hearing loss issues and communication strategies for students who are deaf-blind.			6.8 The skill to conduct ongoing assessment performance and literacy skills in continuing the use of the chosen media for assessment.
Standard 7: Meets Does Not Meet			Standard 8: Meets Does Not Meet		
Met	Not Met	Instruction in Functional Skills and Expanded Core Curricula	Met	Not Met	Orientation and Mobility for Teachers of Visually Impaired
		7.1 The ability to design and implement functional age-appropriate instructional programs in the four domains (domestic, vocational, community, and recreation/leisure) as well as functional academics for diverse learners.			8.2 Demonstrate an ability to collaborate with orientation and mobility specialists and other related professionals, the understanding of parent involvement and their role in supporting independence at home and in the community, and the ability to collaborate with parents
		7.2 The skill to demonstrate methods for the development of spatial and environmental concepts that are normally learned or reinforced by visual means and which promote academic and social inclusion.			
		7.3 Demonstrates knowledge of strategies for promoting self-determination and assertiveness, that are normally learned or reinforced by visual means and which promote academic and social inclusion, including methods to develop reasoning and decision-making skills.			

		7.4 Demonstrate instructional methods for the development of visual efficiency, including instruction in the use of print adaptations, optical and non-optical devices, and electronic magnification methods.			.
		7.5 Demonstrate the use of methods of teaching human sexuality to students who are visually impaired, using tactile models that are anatomically correct.			
		7.6 Develop adapted physical and recreation skills for individuals who are visually impaired.			.

		7.7 Utilize methods that develop and foster independence in the area of self-help skills and activities of daily living including organization and study skills that are normally learned or reinforced by visual means which promote academic and social inclusion.			
		7.8 Demonstrate methods for the acquisition of personal management skills, such as keeping personal records, time management, personal banking, and emergency procedures to individuals who need a non-visual method and/or alternate media, due to visual impairment.			
		7.9 Understanding of how vision impacts sensory-motor integration and how to utilize methods to develop and reinforce sensory-motor skills including gross and fine motor, posture, balance, movement, and strength.			
		7.10. Knowledge of social and daily living skills that are normally learned or reinforced by visual means and which promote academic and social inclusion, and how to integrate instruction and development of these essential educational and functional living skills.			
Standard 9: Meets Does Not Meet			Standard 10: Meets Does Not Meet		
Met	Not Met	Early Childhood intervention and Education	Met	Not Met	Resources and Support/Related Services
		9.1 Demonstrate knowledge about the impact of vision loss on the infant care provider relationship which may impact later development, an understanding of cultural and family, values and their impact on the relationship between infant/child and infant care provider, school/educational system and family, and the impact of the community on these relationships.			10.1 The ability to provide counseling, guidance, and /or referral services to learners with visual impairments including students with additional disabilities.

		9.2 Knowledge and understanding of typical and atypical development of infants and young children in the six developmental areas, including gross-motor, fine motor, cognitive, communication, social-emotional, and daily living skills.			10.2 Knowledge of funding sources, selection, and procurement of specialized books, media, materials, and equipment necessary to achieve stated goals and objectives.
		9.3 The ability to assess infants and young children to determine eligibility for services to include those with or without specific visual diagnosis and knowledge of specific/disability-specific assessment tools.			10.3 Knowledge of selection, procurement maintenance, storage, and use of specialized devices.
		9.4 The ability to develop, coordinate, and/or implement an appropriate program for infants and young children with visual impairments including those that have additional disabilities.			10.4 Skill in selection, design, preparation, adaption, and use of instructional materials, media, and technology, such as transcription of materials into tactual, visual, and oral formats.
		9.5 An understanding and ability to access federal and state laws and regulations that support early intervention and education of young children and their families, and the knowledge of the individualized family service plan (ISDP) and how it differs from the individualized education plan (IEP)?			10.5 Knowledge and skill to successfully deliver services in a variety of models along with the full continuum of service delivery options?
		9.6 Knowledge and ability to access community resources and state agencies that serve infants and young children with visual impairments including students with additional disabilities.			10.6 Knowledge and skill about options available for special needs students whose unique characteristics affect teaching and learning processes, including learners who are gifted, and those who are mildly, moderately, and severely impaired.
		9.7 Understanding of the importance of early referral and intervention on academic, functional academic, and life skills for students who are visually impaired including those with additional disabilities.			10.7 Understanding of the importance of self-advocacy for students who are visually impaired.

ORIENTATION AND MOBILITY EVALUATION

Orientation & Mobility Teacher:

Part 4

Part 4 (to be completed by evaluator prior to the final evaluation conference)

Standards for Orientation and Mobility for the Blind and Visually Impaired (O&M)

Standard 1: Meets Does Not Meet			Standard 2: Meets Does Not Meet		
Met	Not Met	Professional Information	Met	Not Met	Knowledge of Relevant Medical Information
		1.1 Knowledge of collaboration with related agencies to provide service and promote access that aligns with basic laws and regulations that affect O&M services, laws, and regulations as they pertain to promoting behavior that is positive and self-regulatory, Rehabilitate laws, Americans with Disabilities Act.			2.1 Knowledge of eye report interpretation, collaborate with learners, their families, and caregivers. Including the anatomy and physiology of their visual system, the implications on their visual functioning as it relates to O&M, including use of low vision tools and glare control.
		1.2 Knowledge of professional resources (e.g., American Foundation for the Blind (AFB), Journal of Visual Impairment and Blindness (JVIB), Association for Certification of Vision Rehabilitation and Education Professionals (ACVREP).			2.2 This subsection is not applicable to the evaluation.
					2.3 Knowledge to interpret medical information for learners and their families/caregivers as it relates to implications for orientation and mobility and to react appropriately to medical situations during orientation and mobility instruction.

Standard 3: Meets Does Not Meet			Standard 4: Meets Does Not Meet		
Met	Not Met	Understanding & Applying Learning Theories to Orientation and Mobility	Met	Not Met	Planning and Conducting O&M Assessments
		3.1 Knowledge of basic principles of learning theory and promotes positive climate for learning			4.1 Knowledge and skills to develop a plan for O&M assessment that includes obtaining and interpreting medical, education, and rehabilitation reports; interviewing the learner and relevant others; and selecting appropriate assessment tools, materials, activities, and settings.
					4.2. Demonstrates the skills and abilities to assess the learners' present level of functioning in each of the following areas as they relate to O&M: sensory functioning and perceptual skills, including functional vision, functional learning, as well as balance, posture, and gait; concept development, including body awareness and imagery, laterality, positional and spatial concepts as well as environmental concepts and knowledge; decision making, inter-and intrapersonal skills; orientation skills; mobility skills; implications of medical and physical conditions; and personal goals.
					4.3 Skills and abilities to utilize an O&M assessment process to determine the learner's O&M needs, make recommendations for services, mobility devices, and/or systems, and additional assessments.
					4.4 Skills and abilities to plan and conduct individualized comprehensive O&M assessments, synthesize the findings in a professionally written report, and communicate results with learners, families, and members of the individualized intervention, education, transition or rehabilitation team as appropriate.
					4.5 Skills and abilities to conduct ongoing assessment to monitor progress, to determine the need for change in instructional strategy or O&M program, and to determine when the skill level is sufficient for safe, efficient, graceful, and independent travel.

Standard 5: Meets Does Not Meet			Standard 6: Meets Does Not Meet		
Met	Not Met	Planning O&M Programs	Met	Not Met	O&M Related Concepts
		5.1 Knowledge of how to provide orientation and service in itinerant, center-based, and residential service delivery settings.			6.1 Skills and knowledge to teach concepts related to independent movement and orientation to learners who have visual impairments including those who have additional disabilities.
		5.2 Skills and ability to develop O&M goals and objectives/benchmarks for learners based upon assessment or ongoing progress monitoring data.			6.2 Ability to teach learners interpersonal and organizational skills and concepts related to O&M.
		5.3 This subsection is not applicable to evaluation,			
		5.4 Knowledge of skills and abilities to plan O&M instruction for learners through: Review and interpretation of relevant records and reports, selection and preview of potential training areas, design and procurement of instructional materials and appropriate devices, provision of accurate information regarding options for mobility systems to learners and their families or caregivers so that learners can make informed choices regarding the most appropriate option, collaborate with learners, families/caregivers, and colleagues to develop appropriate goals and behavioral objectives and sequence lesson plans based on learners abilities, needs, and goals.			
Standard 7: Meets Does Not Meet			Standard 8: Meets Does Not Meet		
Met	Not Met	Orientation Strategies and Skills	Met	Not Met	Mobility Skills

		7.1 Knowledge of how to teach orientation skills through the use of environmental features			8.1 Ability to teach learners how to use and access the public transportation system.
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		7.2 Knowledge of how to facilitate optimal development of spatial organization skills using strategies such as cognitive mapping and spatial updating.			8.2 Ability to teach learners O&M skills such as protective and human guide techniques, and the rationale for teaching these skills.
		7.3 Knowledge of how to teach skills and abilities to assist learners in route planning using approaches such as route shapes, mapping skills, and compass direction.			8.3 Ability to determine appropriate mobility devices and/or systems for learners by considering the advantages, disadvantages, and learners' needs and preferences, including, but not limited to human guide, long cane, dog guide, ETA, functional vision, and alternative mobility device.
		7.4 Knowledge of how to teach skills and abilities to assist learners in a variety of instructional approaches to problem-solving strategies related to establishing and maintaining orientation while traveling.			8.4 Ability to teach learners appropriate cane skills and the rationale for teaching these skills
		7.5 Knowledge of how to teach skills and abilities to assist learners with familiarizing novel environments using techniques appropriate for persons with various frames of reference.			8.5 Ability and skill to apply appropriate sequence of street crossing instruction.
		7.6 Knowledge of how to teach skills and abilities to assist learners in comparing and contrasting approaches for orienting dog guide handler to new environments versus long cane users.			8.6 Ability and skill to teach learners to analyze intersections in simple and complex environments.

		7.7 Knowledge of how to teach orientation skills, including the cognitive processes; landmarks; cardinal directions; room, store, and community familiarization; address system; independent information gathering; route planning and maps.			8.7 Ability and skill to identify and describe traffic controls (uncontrolled, 2-way, and 4-way, traffic signal systems, roundabouts) and implication for learners.
		7.8 Knowledge of how to teach skills and abilities to assist learners in independence and problem-solving ability across a variety of travel situations, in familiar and unfamiliar environments.			8.8 Ability and skill to teach street crossing techniques and when to apply them.
					8.9 Ability and skill to teach learners how to access, plan, and execute simple and complex transportation systems, including buses, rail, and paratransit.

					8.10 Ability and skill to teach travel in special environments (adverse weather conditions, rural areas, airports, malls, stores, gas stations)
					8.11 Ability and skill to effectively monitor orientation and mobility skills, recognize potentially dangerous situations and intervene as appropriate to ensure learner safety.
Standard 9: Meets Does Not Meet			Standard 10: Meets Does Not Meet		
Met	Not Met	Use of Sensory Information	Met	Not Met	Learners who have Additional Disabilities
		9.1 Ability to teach learners the use of optical and non-optical low vision devices in conjunction with eye care professionals for O&M tasks			10.1 Knowledge of skills and abilities to develop and implement an O&M program for learners with additional disabilities that reflect a learner's unique constellation of needs, including: Use of alternative communication systems and modes; structuring and modifying environments for safe, efficient access and to create meaningful space; using adapted teaching strategies, including pace of instruction; and adapting and modifying orientation and mobility techniques and devices.

		9.2 Ability to teach learners the visual skills that optimize O&M (scanning, tracking, etc.) and incorporating vision use with cane or other mobility devices.			10.2 Knowledge of how to build upon the strengths and preferences of learners with additional disabilities, collaborate with families and caregivers, and other professionals as part of a comprehensive approach to developing and implementing an effective, individualized, and meaningful orientation and mobility program.
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		9.3 Ability to teach learners tactile information for O&M-related tasks.			10.3 Knowledge of how to role-release and work effectively as a member of a comprehensive team meeting the needs of learners who have additional disabilities, monitor effectiveness of collaborative service delivery, and problem solve as a team member.
		9.4 Ability to teach learners the skills and abilities to interpret kinesthetic and proprioceptive information to maximize O&M skills during movement/travel.			10.4 Ability to implement positive behavior supports learners who have complex social/emotional and behavioral needs.
		9.5 Ability to teach learners auditory skills to maximize effective movement/travel.			

Standard 11: Meets Does Not Meet			Standard 12: Meets Does Not Meet		
Met	Not Met	Analyze and Modify Environment	Met	Not Met	Psycho-Social Implications of Blindness and Visual Impairments
		11.1 Skills and abilities to analyze travel environments and potential hazards for learners in home, school, work, or community environments			12.1 Demonstrates knowledge of identifying and supporting factors that minimize the psychosocial impact of vision loss for learners.
		11.2 Demonstrates knowledge of how to work collaboratively with appropriate agencies to address barriers to access, guidelines regarding environmental access, and remedies, such as warning strips, accessible signage			12.2 Skills and abilities to utilize strategies to assist learning during the process of adjustment to visual impairment.
Standard 13: Meets Does Not Meet					
Met	Not Met	Supervised Fieldwork			
		13.1 Demonstrates an understanding and skills associated with the Code of Ethics for Orientation and Mobility Specialists. Displays appropriate knowledge of resources, keeps on-time scheduling, and follows and maintains appropriate record keeping and reporting procedures.			

ORTHOPEDIC IMPAIRMENT EVALUATION

Orthopedic Impairment Teacher:

Part 4

Part 4 (to be completed by evaluator prior to the final evaluation conference)

Orthopedic Impairment Teaching Standards

Standard 1: Meets Does Not Meet			Standard 2: Meets Does Not Meet		
Met	Not Met	Characteristics of Students with Orthopedic Impairment	Met	Not Met	Assessment, Communication, Educational Access, and Adaptations for Students with OI
		Demonstrate knowledge of the disability characteristics and psychosocial implications for students with OI disabilities.			Knowledge of skills and abilities to utilize appropriate assessment to drive program decisions and implement evidence-based and multi-faceted methodologies and strategies based upon those assessments.
		The ability to address functional limitations of movement and/or sensations, co-existing health impairments as well as mild, moderate or significant intellectual disabilities that can accompany OI.			Use of assessments to make decisions on curricular accommodations and modifications necessary to teach and engage students with OI.
					Demonstrates knowledge and application of mandated consideration of low and high assistive technology devices, services, and software applications that facilitate communication.
					Delivery of services in a wide variety of academic instructional settings to include home, educational settings in hospitals/rehabilitation facilities and treatment centers, as classrooms.
					Provide itinerant instructional and or consultation service delivery in public/nonpublic school programs.
Standard 3: Meets Does Not Meet			Standard 4: Meets Does Not Meet		
Met	Not Met	Specialized HealthCare and Supports for students with OI	Met	Not Met	Transition and Collaborating with Families and Other Service Providers for Students with OI
		The ability to utilize information from Individual HealthCare plans to implement specialized health care methodologies, regulations and technological procedures required by OI students.			Program provides proactive monitoring opportunities to work with students with OI to demonstrate skills as a member of a collaborative team with other disciplines and agencies.

		Provide a safe environment for all students that include the consistent use of universal precautions.			Provides guidance and support as the student transitions into/from hospitals and rehabilitation facilities as well as provide linkage to appropriate post-school placements/agencies and services through the ITP process.
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					Demonstrates knowledge, skills, and abilities to address the unique experiences to include psychosocial aspects of students and their families who are orthopedically impaired.
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ADAPTED PHYSICAL EDUCATION TEACHER EVALUATION

Adapted Physical Education Teacher:

Part 4

Part 4 (to be completed by evaluator prior to the final evaluation conference)

National Standards for Adaptive Physical Education

Standard 1: Meets	Does not Meet	Standard 2: Meets	Does not Meet
Human Development		Motor Behavior	
1.1 Possess a basic understanding of human development and its applications to those with various needs. Familiarity with theories and practices related to human development. With emphasis on knowledge and skills helpful in providing quality APE programs.		2.1 Knowledge of typical physical and motor development as well as understanding the influence of developmental delays on these processes. Understanding how individuals learn motor skills and apply principles of motor learning during the planning and teaching of physical education to students with disabilities.	
Standard 3: Meets	Does not Meet	Standard 4: Meets	Does not Meet
Exercise Science		Measure and Evaluation	
3.1 An understanding of the modifications to the scientific principles of exercise and the application of these principles when teaching individuals with disabilities. The principles that address the physiological and biomechanical applications encountered when working with diverse populations.		4.1 Understanding the measurement of motor performance as well as good grasp of motor development and the acquisition of motor skills	
Standard 5: Meets	Does not Meet	Standard 6: Meets	Does not Meet
History and Philosophy		Unique Attributes of Learners	
5.1 Understanding of legal and philosophical factors involved in current day practices in adapted physical education. To include the changing contribution that physical education can make in their lives. The review of history and philosophy related to special and general education is also covered in this area.		6.1 Understanding of information based on the disability areas identified in the Individuals with Disabilities Education Act (IDEA) found within school-age population. An understanding and practice that all children should be treated as individuals and assessed to determine what needs they have.	
Standard 7: Meets	Does not Meet	Standard 8: Meets	Does not Meet
Curriculum Theory and Development		Assessment	
7.1 The ability and understanding of certain Curriculum Theory and Development concepts, to include selecting goals based on relevant and appropriate assessments. Able to develop and plan an APE program for a student with a disability.		8.1 The understanding addresses the process of assessment, as part of the basic measurement and evaluation course in a physical education degree curriculum. The ability to assess beyond data to include measurements for the purpose of making decisions about special services and program components for individuals with disabilities.	

Standard 9: Meets Does not Meet	Standard 10: Meets Does not Meet
Instructional Design and Planning	Teaching
9.1 Instructional design and planning which focus on legal mandates, educational goals, and the unique needs of individuals with disabilities. Applies principles of human development, motor behavior, exercise science, and curriculum theory and development which is implemented into physical education program.	10.1 Demonstrates an ability to teach with the principles of human development, motor behavior, and exercise science, in order to effectively provide quality physical education to individuals with disabilities.
Standard 11: Meets Does not Meet	Standard 12: Meets Does not Meet
Consultation and Staff Development	Student and Program Evaluation
11.1 Provides consultation and staff development activities for colleagues. Practices sensitivity and excellent communication skills. Understanding the dynamics of interdisciplinary cooperation in the consultation process requires knowledge of several consultative models.	12.1 Understands the evaluation process utilized by Lancaster School District for assessing and qualifying criteria for APE. Consider the number of students scoring at a certain level of a physical fitness test.
Standard 13: Meets Does not Meet	Standard 14: Meets Does not Meet
Continuing Education	Ethics
13.1 Remains current in their field of expertise as an APE Teacher. Participating in a variety of opportunities for professional development; to include college coursework, workshops, seminars and presentations at conferences, conventions or in service training.	14.1 Strives at all times to adhere to the highest of ethical standards in providing programs and services for children and youth with disabilities.
Standard 15: Meets Does not Meet	
Communication	
15.1 Is able to communicate with families and other professionals to enhance program instruction for individuals with disabilities.	

APPENDIX C

CATASTROPHIC LEAVE

- 8.0 CATASTROPHIC LEAVE BANK: A program offering assistance to unit members who are facing a catastrophic medical situation for themselves or the member's spouse, designated domestic partner or dependent child which requires extensive member absences with the expectation of the member returning to work.
- 8.1 Creation
- 8.1.1 The Association and the District agree to create the Teachers Association of Lancaster Catastrophic Leave Bank effective January 1, 1992. The Catastrophic Leave Bank shall be funded in accordance with the terms of Section 8.2 below.
 - 8.1.2 Days in the Catastrophic Leave Bank shall accumulate from year to year.
 - 8.1.3 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
 - 8.1.4 The TAL Catastrophic Leave Bank shall be administered by a three- (3) member Catastrophic Leave Bank Committee appointed by the President of the Association.
- 8.2 Eligibility and Contributions
- 8.2.1 All unit members of TAL on active duty with the District are eligible to contribute to TAL's Catastrophic Leave Bank.
 - 8.2.2 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
 - 8.2.3 Unit members will be permitted to join the bank upon being hired by the Lancaster School District. Existing unit members who wish to join will only be permitted to do so during open enrollment periods as outlined in 8.2.6.
 - 8.2.4 The contribution, on the appropriate form, will be authorized by the unit member and continued from year-to-year until canceled by the unit member.
 - 8.2.5 Cancellation occurs automatically whenever a unit member fails to make his/her annual contribution or assessment. Cancellation, on the proper form, may be effected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave, previously authorized for contribution to the Bank, shall not be returned if the unit member effects cancellation.

- 8.2.6 New hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new unit members. The Association may conduct a membership drive in July and/or August annually to encourage membership in the Catastrophic Leave Bank if voted upon by the Executive Board.
- 8.2.7 The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5.
- 8.2.8 If the number of days in the Bank, at the beginning of a school year, exceeds 1,000, no contribution shall be required of returning unit members. Unit members, however, who have drawn from the bank and have subsequently been able to return to work shall continue contributing one day per year to the bank until the amount withdrawn shall be repaid or until the unit member has terminated employment in the District. Those unit members joining the Catastrophic Leave Bank for the first time, and those returning from leave, shall be required to contribute one (1) day per year to the Bank until they have contributed at least five (5) days to the Bank. No member, except those who have withdrawn days from the bank, shall be required to contribute more than five (5) days unless the bank drops below 100 days as of July 1.
- 8.2.9 Unit members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank. Unit members currently employed in the District may contribute one (1) or more days to the bank beyond the required limitation of five (5) days.
- 8.3 Withdrawal from the Bank
- 8.3.1 Catastrophic Leave Bank participants, whose sick leave is exhausted, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the unit member for over ten (10) consecutive duty days or incapacitates a member's spouse, designated domestic partner or dependent child for over ten (10) consecutive days which requires the unit member to take time off work to care for that family member. If a reoccurrence or second illness or injury incapacitates a unit member within twelve (12) months, it shall be deemed catastrophic after ten (10) consecutive duty days.
- 8.3.2 Participants must use all sick leave and differential leave as defined in Article XIX, Section 2.4, available to them before becoming eligible for withdrawal from the Bank.
- 8.3.3 Unit members may not use their regular or extended illness leave for family care, except as permitted by the Leave Article.
- 8.3.4 The first ten (10) duty days of illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay the first time said participant qualifies for a withdrawal from the Bank. For subsequent withdrawals, within twelve (12) consecutive months, the first ten (10) duty days of

illness must be covered by the participant's own sick leave, differential leave, or leave without pay.

- 8.3.5 If a participant is incapacitated, applications may be submitted to the committee by the participant's agent or member of the participant's family.
- 8.3.6 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) duty days. Participants may submit requests for extensions of withdrawals as their prior grants expire. Extension may be granted in units of no more than twenty (20) working days. A participant's withdrawal from the Bank may not exceed the statutory maximum of 180 work days while employed with the Lancaster School District and part of the bargaining unit.
- 8.3.7 Participants applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury, the probable length of absence from work, and the specific reason why the member cannot perform the duties of his/her job. Members of the committee shall keep information regarding the nature of the illness confidential. A participant's withdrawal may not exceed the statutory maximum of 180 work days while employed with the Lancaster School District and part of the bargaining unit.
- 8.3.8 If a participant has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the committee will require a medical review by a physician of the committee's choice at the participant's expense. The committee shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report. The participant may appeal any termination under the procedures outlined in Section 8.3.13 below.
- 8.3.9 Leave from the Bank may not be used for illness or disability which qualify the participant for Worker's Compensation benefits unless the participant has exhausted all Worker's Compensation leave, his/her own sick leave and provided further that the member signs over any Worker's Compensation checks for temporary benefits to the District. If there are any Worker's Compensation checks signed over to the Board, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Worker's Compensation payment is equivalent to a regular day of pay at the negotiated rate for that participant. If the District challenges the Worker's Compensation claim, the participant may draw from the Bank, but upon settlement of the claim, the Bank shall be reimbursed the days by the District.
- 8.3.10 When the committee may reasonably presume that the applicant for a draw may be eligible for a Disability Award or Retirement under STRS or, if applicable, Social Security, the committee may request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify for further Catastrophic Leave Bank payments. Any requests for additional medical information from STRS or Social Security shall be submitted within ten (10) days or the participant's

entitlement to Catastrophic Leave Bank payments will cease. If denied benefits by STRS or Social Security, the applicant must appeal or entitlement to the Catastrophic Leave Bank shall cease.

- 8.3.11 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
- 8.3.12 Withdrawals shall become effective immediately upon exhaustion of sick leave or the waiting periods provided for in Sections 8.2.3 and 8.3.4, whichever is greater. For example, if a participant contributed when first eligible to contribute (Section 8.2.3) and had ten (10) days of accumulated sick leave when the illness began (Section 8.3.4), he/she shall begin withdrawing upon the eleventh (11th) duty day, if otherwise eligible. If the participant had fifteen (15) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the sixteenth (16th) duty day. If the participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the eleventh (11th) duty day.
- 8.3.13 Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within thirty (30) days of denial, appeal, in writing, to the Executive Board of the Association. The Executive Board of the Association shall hold a hearing within fifteen (15) duty days. The Executive Board shall issue a confidential written decision within fifteen (15) duty days of the hearing. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the appeal.

8.4 Administration of the Bank

- 8.4.1 The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the participants and to the District.
- 8.4.2 The committee's authority shall be limited to administration of the Bank. The committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of type of illness or disability.
- 8.4.3 Applications shall be reviewed and decisions of the committee reported to the applicant, in writing, within ten (10) days of receipt of the application.
- 8.4.4 The committee shall keep all records confidential and shall not disclose the nature of the illness, except as necessary to process the request for withdrawal, and defend against any appeals of denials.

- 8.4.5 By November 1 of each school year, the District shall notify the committee of the following:
 - 8.4.5.1 The total number of accumulated days in the Bank on June 30th of the previous school year.
 - 8.4.5.2 The number of days contributed by the unit members for the current year.
 - 8.4.5.3 The names of participating unit members.
 - 8.4.5.4 The total number of days available in the Bank.
- 8.4.6 The District shall notify the committee twice annually of the following:
 - 8.4.6.1 The names of any additional unit members who have joined, in accordance with Section 2.
 - 8.4.6.2 The names of any unit members who have canceled participation, in accordance with Section 2.
 - 8.4.6.3 The total number of days in the Bank at the beginning of the previous quarter.
 - 8.4.6.4 The total number of days added to the Bank by new participants.
 - 8.4.6.5 The total number of days awarded during the previous quarter and to whom they were awarded.
 - 8.4.6.6 The total number of days remaining in the Bank on the last day of the quarter.

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

APPENDIX D

CERTIFICATED SUPPORT PLAN

Teacher _____ Site _____

Grade/Subject _____ Tenured _____ Non-Tenured _____

Site administrators certify prior to the signing of this document that they have worked to support this teacher in **three or more** of the following ways (please check all that apply):

- _____ Two classroom observations with debrief meetings
- _____ Two or more private discussions regarding expected outcomes
- _____ Modeling lesson delivery or classroom management strategies
- _____ Providing release time to observe other teachers on site or at another site
- _____ Encouraging grade level collaboration for curriculum planning and lesson design
- _____ Providing information on workshops or seminars that address the concerns noted
- _____ Providing and facilitating an onsite peer mentor relationship, with release time as needed

Principal _____ Date _____

Specific areas checked indicate areas of concern and should be explained on the lines immediately below.

CSTP Standard 1: Engaging & Supporting All Students in Learning

- _____ Teacher uses knowledge of students to engage them in learning; connects learning to prior knowledge, backgrounds, life experiences and interests (CSTP 1, Elements 1A, 1B)
 - _____ Teacher connects subject matter to meaningful, real-life contexts; uses a variety of instructional strategies, resources and technologies to meet students' diverse learning needs (CSTP 1, Element 1B, 1C)
 - _____ Teacher promotes critical thinking through inquiry, problem solving and reflection; monitors student learning and adjusts instruction while teaching (CSTP 1, Element 1B, 1C)
-
-

CSTP Standard 2: Creating & Maintaining Effective Environments for Student Learning

- _____ Teacher promotes social development and responsibility within a caring community where each student is treated fairly and respectfully (CSTP 2, Element 2A, 2B)
 - _____ Teacher creates physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students; establishes and maintains learning environments that are physically, intellectually and emotionally safe (CSTP 2A, Element 2B, 2C)
 - _____ Teacher creates a rigorous learning environment with high expectations and appropriate support for all students; develops, communicates, and maintains high standards for individual and group behavior. (CSTP 2, Element 2B, 2C)
 - _____ Teacher employs classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn; uses instructional time to optimize learning (CSTP 2, Element 2D)
-
-

CSTP Standard 3: Understanding & Organizing Subject Matter for Student Learning

- _____ Teacher demonstrates knowledge of subject matter, academic content standards and curriculum frameworks; applies knowledge of student development and proficiencies to ensure students understanding of subject matter (CSTP 3, Element 3A)
- _____ Teacher organizes curriculum to facilitate student understanding of subject matter; utilizes instructional strategies that are appropriate to subject matter (CSTP 3, Element 3B, 3C)
- _____ Teacher uses and adapts resources, technologies and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students; addresses the needs of English learners and students with special needs to provide equitable access to the content (CSTP 3, Element 3D, 3E)

CSTP Standard 4: Planning Instruction & Designing Learning Experiences for All Students

- ____ Teacher uses knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction (CSTP 4, Element 4A)
 - ____ Teacher establishes and articulates goals for student learning; develops and sequences long term and short term instructional plans to support student learning; plans instruction that incorporates appropriate strategies to meet the learning needs of all students (CSTP 4, Element 4A, 4B, 4C))
 - ____ Teacher will adapt instructional plans and curricular materials to meet the assessed learning needs all students (CSTP 4, Element 4D)
-
-

CSTP Standard 5: Assessing Student Learning

- ____ Teacher applies knowledge of the purposes, characteristics and uses of different types of assessments; collects and analyzes assessment data from a variety of sources to inform instruction; reviews data, both individually and with colleagues, to monitor students learning; uses assessment data to establish learning goals and to plan, differentiate and modify instruction; (CSTP 5, Element 5A, 5B)
 - ____ Teacher involves all students in self-assessment, goal setting, and monitoring progress; uses available technologies to assist in assessment, analysis and communication of student learning (CSTP 5, Element 5B, 2C)
 - ____ Uses assessment information to share timely and comprehensible feedback with students and their families (CSTP 5, Element 5C, 5D)
-
-

CSTP Standard 6: Developing As A Professional Educator

- ____ Teacher reflects on teaching practice in support of student learning; establishes professional goals and engages in continuous and purposeful professional growth and development (CSTP 6, Element 5A, 5B)
 - ____ Teacher collaborates with colleagues and the broader professional community to support teacher and student learning (CSTP 6, Element 6B, 6C, 6D)
 - ____ Teacher works with families to support student learning; engages local communities in support of the instructional program (CSTP 6, Element 6E, 6F)
 - ____ Teacher manages professional responsibilities to maintain motivation and commitment to all students; demonstrates professional responsibility, integrity and ethical conduct (CSTP 6, Element 6G)
-
-

Other area of concern (note specific non-CSTP concerns here):

A signature indicates only that a discussion regarding these areas of administrative concern has taken place and implies neither agreement nor disagreement on the part of the certificated employee.

Certificated Employee

Supervising Administrator

Date

Date

Send one copy to PAR Teacher Consultant, one copy to the site administrator, and one copy to the Director of Certificated Personnel. A meeting will be set up to develop a plan of assistance.

APPENDIX E

INITIAL ASSIGNMENT OF TEACHERS TO A NEW SCHOOL SITE

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

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

APPENDIX F

YEAR-ROUND EDUCATION

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

ARTICLE XXVI

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

1.0 DAYS AND HOURS OF WORK

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

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

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

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

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

2.0 TRACK ASSIGNMENTS/TRANSFERS

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

3.0 ROOM ASSIGNMENT

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

4.0 SUBSTITUTES

- 4.1 Off-duty District unit members will be placed on the substitute teacher list at their request and will be called on an equal basis with non-unit member substitutes.
- 4.2 An attempt will be made to give first preference to teachers who are already teaching in the grade level that is requested.

- 4.3 Teachers who wish to substitute during their intersessions may do so with the following compensation; substitute pay + 50%.
- 4.4 The rate for an off track LSD teacher substituting at a middle school is \$165.
- 4.5 It is understood that at some sites teachers have 1/6 assignments and that any substitute teacher, even off-track teacher, may not receive a prep period. This situation may also occur on a block day when the absent teacher does not have a preparation period. It is also understood that while working as a substitute, an off-track teacher may be required to substitute in another room as needed during the work day, just as any substitute teacher would be required to do, without additional compensation.
- 4.6 Certificated teachers who substitute in Opportunity or Alternative Education classes will receive an additional \$25/day bonus.

5.0 LH SDC, SH SDC SUBSTITUTES

Lancaster School District teachers:

LH SDC, SH SDC = \$165.00 Elementary

LH SDC, SH SDC= \$180.00 Middle School

Retired Lancaster School District teachers:

LH SDC, SH SDC = \$165.00 Elementary

LH SDC, SH SDC= \$180.00 Middle School

Substitutes:

LH SDC, SH SDC = \$125.00

6.0 FLEXIBLE SCHEDULING

- 6.1 An attempt will be made to give first preference to teachers who are already teaching in the grade level that is requested.
 - 6.1.1 A unit member teaching in an on-track assignment will be permitted to exchange a maximum of ten (10) instructional days with a unit member who is qualified to teach the unit member's assignment and who is at the time on intersession, on an off-track assignment, or on a break in the traditional calendar. A unit member may appeal in writing through his/her principal to the Superintendent for additional days.
 - 6.1.2 An exchange arrangement will be agreed to between the two (2) unit members, signed by each, and approved by the site administrator.
 - 6.1.3 The District shall be notified by the on-track unit member three (3) days prior to the exchange period. Such arrangements shall not impact other leaves set forth elsewhere in this contract. The District may agree to waive the three (3) day notice requirement on a case by case basis.
 - 6.1.4 It shall be the responsibility of the unit members who agree to an exchange to fulfill their obligations as agreed.

- 6.2 All Rainbow RSP teachers and all other certificated unit members whose assignment is designated as Rainbow due to a multi-track year round assignment shall have an annual work year of 205 days. Rainbow staff may agree to work up to 212 days and shall receive their daily rate of pay. In instances where the employee agrees to work days beyond 212, he/she shall be paid at the regular substitute rate for teachers. Agreement regarding additional days shall be reached 20 work days prior to the commencement of the additional days.

7.0 WORKING CONDITIONS

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

8.0 ELEMENTARY MUSIC PROGRAM

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

From Article III (Association Rights)

- 14.1 Article XXVI, Year-Round Education.

From Article IX (Class Size)

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

From Article X (Hours of Work)

Year-Round

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

From Article XI (Work Days)

1.0 Definitions:

- (a) Year-round Certificated Staff - All unit members assigned to a 172 working day calendar, plus 18 hours of staff development.
- (b) Extended-year Certificated Staff - All unit members whose assignment is a 172 working day calendar, plus 18 hours of staff development, with up to an optional 40 days.
- (c) Rainbow Certificated Staff - All unit members whose assignment is 205 days, plus 18 hours of staff development.

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

From Article XVI (Transfer and Reassignment)

15.0 TRACK/GRADE POSITION ASSIGNMENTS

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

15.1.1 Definition – growth class is a class established to accommodate increased enrollment after the start of the school year.

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

16.0 YEAR-ROUND TRACK DISLODGMET

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

From Article XXI (Basic Salary)

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

The District will pay “off track” intersession teachers at a rate of \$50.00 per hour of instructional time.
- 7.0 LONG TERM SUBSTITUTING—OFF-TRACK

The District and the Association agree that there is a need to provide long term coverage for classes where teachers are not available.
- 7.1 These positions will be posted throughout the District following the posting requirements of the Agreement.

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

From Article XXIII (Summer School/Intersession)

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

APPENDIX G

STIPENDS

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

From Article XXI

3.1 District Funded

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

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

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

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

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

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

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

- 3.3.1 Hours Involved - to include the total number of hours necessary to prepare for and to conduct the activity.
- 3.3.2 Number of Students Participating - to include the number of students who remain in the activity throughout the major portion of the season or year.
- 3.3.3 Weekend, Holiday Time - to identify the extent of "premium" time required in the supervision of the activity.
- 3.3.4 Travel, Bus Supervision - to recognize the extent of bus supervision.
- 3.3.5 Qualifications to perform the service.
- 3.4 The District recognizes the Speech Department Chairperson, the Music Department Chairperson, the Intinerant Chairperson, the SDC Department Chairperson, the Resource Chairperson, and the Alternative Education Chairperson. Chairpersons shall be elected to a two (2) year term by a vote of their respective constituencies. District level Department Chair stipends shall be 2% of basic salary for the first year, and 4% thereafter. For the purpose of this section only, District longevity shall be considered a part of basic salary for the purpose of computing the stipends.
- 3.5 GATE STIPEND
- Site allocations will be figured on a per pupil basis, using the number of students who qualify for the GATE Program at the end of the Spring Testing Period (results to our CIA office no later than the close of school each June).

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

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

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

From Article XXI (Basic Salary)

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

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

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

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

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