

AGREEMENT
BETWEEN THE
TAHOE TRUCKEE EDUCATION ASSOCIATION
AND THE
TAHOE TRUCKEE
UNIFIED SCHOOL DISTRICT

JULY 1, 2020 to JUNE 30, 2023

BOARD APPROVED OCTOBER 20, 2021

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PREAMBLE

This agreement is made and entered into **December 15, 2021** by and between the Tahoe Truckee Unified School District, hereinafter referred to as the DISTRICT, and the Tahoe Truckee Education Association, an

affiliate of the California Teachers Association and the National Education Association (CTA/NEA), hereinafter referred to as the ASSOCIATION.

This agreement is entered into pursuant to Chapter 10.7, Sections 3540 – 3549 of the Government Code of the State of California for a term prescribed herein.

DEFINITIONS

Unless otherwise indicated, the following definitions shall apply to this Agreement.

1. A “unit member” or “bargaining unit member,” shall mean any District certificated employee who is represented by the Tahoe Truckee Education Association as described in Article 2 of this Agreement.
2. “Office” shall mean the central administrative office of the District.
3. A “day” is a day in which the central administrative office of the District is open for business.
4. A “transfer” is defined as a movement, either voluntary or involuntary, of personnel from one school

site to another school site. For purposes of this Article, North Tahoe High School and North Tahoe Middle School are separate school sites.

5. A “teacher exchange” is an exchange of positions between two teachers at different school sites which is agreed to by the teachers involved and the immediate supervisors. An exchange is not considered a transfer for the purpose of this Article and exchange positions need not be advertised by the District.
6. An “involuntary transfer” is a transfer of a District unit member without the unit member’s consent.
7. A “reassignment” is the movement of a teacher from one subject area to another subject area or one grade level to another grade level at the same work location.
8. A “vacancy” is any vacated, promotional or newly created position.
9. “Daily Rate of Pay” means a unit member’s base annual salary divided by the number of days he/she is required to work in a school year.
10. “School Site” or “Site” shall mean one of the District’s elementary, middle, continuation, alternative or high schools unless otherwise indicated.
11. “Seniority” is defined as a unit member’s first day of paid service in a probationary position.
 - 11.1 Ties among unit members who have the same seniority date, if not broken by application of the District’s tie breaking criteria, shall be determined by lot.
 - 11.2 Determination by lot shall be conducted in the presence of at least two (2) Association representatives.

ARTICLE 1 AGREEMENT

- 1.1 This collective bargaining agreement (“Agreement”) is between the Tahoe Truckee Unified School District, (“District”), and the Tahoe Truckee Education Association, an affiliate of CTA/NEA, (“Association” or “TTEA”).
- 1.2 This Agreement is entered into pursuant to the Educational Employment Relations Act, Government Code section 3540, et seq.
- 1.3 This Agreement shall be effective after it has been ratified by TTEA and approved by the District’s Board of Trustees, and shall remain in full force and effect until June 30, 2023.
- 1.4 The Association and the District agree to reopen negotiations for the 2020-2021, 2021-2022, and 2022-2023 school years. Negotiations topics shall be limited to Health and Welfare Benefits (Article 12), Wages (Article 13), and two articles of each party’s choice or if mutually accepted by both parties other articles may be opened. The parties shall exchange reopener contract proposals by

September 30, each year.

*Signatures are on file at the
Tahoe Truckee Unified School District Office*

David Steakley Lead Negotiator

Tahoe Truckee Education Association

Joan Zappettini Director of Human Resources

Tahoe Truckee Unified School District

ARTICLE 2 RECOGNITION

2.1 The District recognizes the Association as the exclusive representative of the District's certificated employees in the following positions:

Teacher
Counselor
Librarian
Nurse
Speech and Language Pathologist
Special Day Class Teacher
Resource Specialist Teacher
Teacher on Special Assignment ("TOSA")

2.2 Excluded from the unit represented by the exclusive representative are any employees not specifically included above, as well as management and confidential employees and employees of the classified service.

ARTICLE 3 ASSOCIATION RIGHTS

- 3.1 The Association shall have the right of access at reasonable times to areas in which unit member's work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by the Educational Employment Relations Act, Government Code section 3540 et seq.
- 3.2 The District shall place an item on the agenda of each regularly scheduled Board of Trustees meeting for the purpose of giving authorized representatives of the Association an opportunity to make a report to the Board.
- 3.3 Names, addresses and telephone numbers of all unit members shall be provided to the Association President upon request.
- 3.4 The District shall provide release time to unit members who are on the Association's negotiating team to "meet and negotiate" with the District as defined in Government Code section 3540.1(h) and for processing of grievances at no cost to the Association.
- 3.5 Any unit member who is a member of TTEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of Association membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one tenth (1/10) of such dues from the unit member's salary each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 3.6 The President of the Association or his/her representative may perform his/her duties as President of the Association during non-class time.
- 3.7 The District shall maintain a current copy of the collective bargaining agreement on the District's website.
- 3.8 Upon appropriate written authorization from a bargaining unit member, the District shall deduct from their salary and make appropriate remittance for annuities, credit union, savings bonds or any other plans or programs jointly approved by the Association and the District.
- 3.9 Unit members who are members of the Association and have authorized payroll deductions of their Associations dues and/or fees may have such fees deducted from their regular salary checks, on a prorated basis.
- 3.10 The District shall promptly remit service fees, Association dues and/or fees to the Association and provide the Association with an alphabetical list of the employees from whom deductions were taken. The District shall not impose discipline on any unit member because of refusal either to join

or pay a fee to the Association.

ARTICLE 4 HOURS OF EMPLOYMENT

4.1 Teacher Instructional Day

4.1.1 Bargaining unit members are professional and will be adequately prepared for school each day. Instructional minutes per day shall not exceed two hundred eighty five (285) minutes averaged over a five day period for high school. Instructional minutes per day shall not exceed two hundred eighty (280) minutes averaged over a five (5) day period at the K-8 grade levels. High school and middle school teachers shall have a prep period equal to a class period each day averaged over a five day period. The use of the prep period time shall be determined by the teachers and shall not be assigned or directed activities by administration.

4.1.2 Teachers at grades 6-8 will have the option to implement ten (10) minimum days per school year for purposes of curriculum development and alignment, grade level meetings, and/or parent conferences. The purpose(s), length and configuration of these minimum days will be approved by the School Site Council.

4.2 On Site Hours

4.2.1 Teachers are required to be at their sites ten (10) minutes prior to the start of school.

4.2.2 Teachers will be available and on campus during their conference period for scheduled parent and student appointments. Teachers will not leave campus during their preparation (conference) period to engage in non-school related activities.

4.2.3 Article 4.2.3 Grade 9-12 teachers will sign up for twelve hours of non-paid extra-curricular duties. Additional hours, which will be voluntary, will be compensated at the Non-Academic Extracurricular Duties rate of \$25.00 an hour (see 13.15).

4.2.4 K-5 teachers may be assigned up to 25 hours of supervision; grade 6-7-8 teachers may be assigned up to 20 hours of supervision. This includes but is not limited to activities such as dances, games and other extra-curricular activities. Additional hours will be compensated at \$25.00 per hour. All temporary, probationary and tenured certificated teachers will be placed on the duty schedules.

4.2.5 Individual school sites or departments could use up to three hours a month beyond the instructional day (not to exceed 2 hours on any day) for professional development or collaboration in addition to the 6.5 hours of professional development activities distributed throughout the teacher work year. These professional development hours will be determined by the site principal or direct supervisor in consultation with the site leadership team members.

4.2.6 Except for a declared minimum day, the length of a period at the departmentalized schools will be no less than 45 minutes.

4.2.6.1 When the super-majority (66%) of teachers at a site agree, by anonymous ballot conducted by the TTEA site rep and a site administrator, a single period of fewer than 45 minutes may be included in a site's schedule. This class will count towards a teacher's weekly, averaged instructional minutes, and contact minutes. This course may only be graded Pass / No Pass or be ungraded. This class should not require additional, regular preparation for the teacher, however teachers will have the discretion to plan or prepare coursework. No conferences will take place through this course. The vote will take place annually between February and March at a meeting before master schedules are finalized. The complete description of the single course must be clearly stated before the voting takes place, and all teachers who are expected to teach the class must vote.

4.2.7 It is understood that a teacher's professional responsibility includes various committee assignments such as staff meetings, curriculum development, in- service, etc., and such annual school community events as: Back-to-School Night, Open House, and other traditional seasonal events. Professional responsibilities include preparation and assessments beyond the instructional day. If a member must miss a meeting or event due to various circumstances, they should notify their immediate supervisor for approval.

4.2.8 If in the reconfiguration of a school site, a grade level is incorporated into another school site, then that grade will be expected to adhere to a similar school schedule.

4.3 Enrichment

Grades 1-3 190 minutes of enrichment over a 10-day period or 1140 minutes in a trimester period of time.

Grades 4-5 350 minutes of enrichment over a 10-day period or 2100 minutes in a trimester period of time.

4.3.1 Enrichment may include but is not limited to P.E., Music, Art, Computers or programs determined by site staff or as provided through parcel tax or district funding.

4.3.2 Programs must be implemented in an equitable manner as determined by each staff. Teachers will be free from student responsibilities during enrichment periods requiring a certificated instructor as specified in Education Code.

4.4 Teacher assigned to teach a class or section in addition to full-time employment status

4.4.1 In cases which a certificated teacher is not available to teach a needed section or class at a given site the District may elect to offer additional pay (see section 13-18) to a teacher who agrees to teach the additional class. Such a solution to a staffing problem will only be used in exceptional or emergency situations and this need will be communicated to site certificated personnel. Any assignment to teach such an extra class will require the mutual consent of both the teacher and the site administrator. Such an assignment may be for a full year or a pro-ration of a year.

4.4.2 The site administrator may consider the following criteria when choosing a full-time teacher to teach an extra class or section:

- 4.4.2.1 Credential
- 4.4.2.2 Experience
- 4.4.2.3 Prior evaluations
- 4.4.2.4 Expertise
- 4.4.2.5 Other assigned duties
- 4.4.2.6 Schedule of classes

4.5 The following guidelines will govern the operation of the Professional Development and non-instructional contract day activities:

4.5.1 Unit members will participate in professional development activities within their calendar work year as follows:

- 4.5.1.1 All unit members whether full time or part time are obligated to participate in two professional development days per year in order to fulfill the terms of their annual employment contracts.
- 4.5.1.2 Unit Members will participate in 6.5 hours of professional development distributed throughout the teacher work year. These professional development activities will be assigned by the site administrator or direct supervisor in consultation with site leadership team members.
- 4.5.1.3 If a part-time unit member works only a half a year they will have the option, without pay to not participate in the professional development activities if said professional development activities are scheduled during the period they are not employed to work. If these members do not participate they become responsible for all content and follow up activities presented at these professional development workshops.
- 4.5.1.4 Part-time unit members will receive a payroll adjustment such that the unit members are compensated at their per diem rate.
- 4.5.1.5 Two release days per year are available upon request for professional development or collaboration as determined by the unit member and approved by the immediate supervisor.
- 4.5.1.6 All unit members, part-time or full time equivalent, will be included in professional development.
- 4.5.1.7 Unit members shall have all documentation supporting professional development days completed through May 15th on file with the Payroll Office no later than May 15th.
- 4.5.1.8 In the event a unit member is scheduled to participate in a professional development day(s) later than May 15th but no later than June 30th, they are required to have an approved Plan for the day(s) on file with the Payroll Department no later than May 15th.

4.5.2 If two work days prior to the first day of student attendance are scheduled, (other than professional development days), unit members will have individual preparation time use of one (1) of those two days.

<u>Meetings and Professional Development</u>		
<i>Based on a 185 day school year</i>		
First day of work year (no students)	Site-based, Staff Development (4.5.1.1)	1 of 3 days of professional development
Second day of work year (no students)	Site staff meeting and Convocation (4.5.5; 1 of 2 days)	Regular contract work days
Third day of work year (no students)	Teacher prep day (4.5.5; 1 of 2 Days)	Regular contract work days
One full staff development day, after the first day of school (no students)	District staff development (4.5.1.1)	2 of 3 days of professional development
1 day (6.5 hours) distributed throughout the school year	Assigned by the site administrator or direct supervisor in consultation with the site leadership team members--this is Site Led (4.2.5 & 4.5.1.2)	3 of 3 days of professional development
Site could use up to 3 hours a month (33 a school year)	PD/Collaboration - determined by the site principal or direct supervisor in consultation with the site leadership team members (4.2.5)	Site could use up to 33 hours total (3 hours/month: August-June).

ARTICLE 5 TRANSFERS/REASSIGNMENTS

Reassignment

- 5.1.1 The Association and all unit members at a given school site shall be notified electronically of a vacancy at that site within three (3) days prior to posting. Those unit members interested in filling the vacancy shall be given priority consideration before electronically posting within the District.
- 5.1.2 Any unit member who wishes to be considered for a vacancy at their school site which might occur during the summer months must so indicate on the notice of intent form which is distributed annually, or submit a reassignment request in writing to the site administrator with a copy to the Human Resources Officer prior to the last day of school. This request shall be valid until withdrawn by the unit member. As vacancies occur in the District during the course of the summer, unit members who requested a reassignment shall be notified of vacancies via district email and may submit an application (attachments optional) through the District's online application system for reassignment to specific positions.
- 5.1.3 The site administrator shall meet with all applicants from within the site for vacancies, within the site, prior to any posting. Current members will be given priority consideration for any open positions.
- 5.1.4 When a reassignment is accepted or denied, the unit member shall be notified in writing within five (5) days of meeting with the site administrator. If the reassignment is denied, the unit member shall be given a written rationale for denial, upon request, within three (3) days after the issuance of the notice of the denial. A personal meeting with either the Human Resources Officer or the site administrator involved to discuss the rationale shall be held at the request of the unit member.

Voluntary Transfers

- 5.1.5 When the District determines that a vacancy exists during the course of the school year, the Human Resources Officer shall notify the Association and post electronically at all school sites, for in-house only applicants, a list of all vacancies which occur during the school year and for the following school year. The list shall contain the following:
 - 5.1.5.1 A closing date which is at least ten (10) days following the posting date.
 - 5.1.5.2 A job title and description.
 - 5.1.5.3 Credentials and qualifications necessary to meet the requirements of the position.
- 5.1.6 No assignment to fill the vacancy shall be made until the closing date.
- 5.1.7 Applications (attachments optional) for a vacancy must be submitted to the District's online application system, by members, during the ten (10) day posting period.
- 5.1.8 When the District determines that a vacancy exists during the summer, the Human Resources Officer or designee shall notify all members of the Association via e-mail and post electronically on the District's online application system for a period of ten (10) days, for in-house only applicants, a list of all vacancies which occur during the summer. The list shall

contain the following:

- 5.1.8.1 A closing date which is at least ten (10) working days following the posting date.
 - 5.1.8.2 A job title and description.
 - 5.1.8.3 Credentials and qualifications necessary to meet the requirements of the position.
- 5.1.9 As vacancies occur in the District during the course of the summer, unit members who requested a transfer shall be notified of vacancies via District email and may submit an application (attachments optional) through the District's online application system for transfers to specific positions.
- 5.1.10 Site Administrators shall meet with all applicants from within the District for vacancies within the site prior to any posting for external candidates. Current members will be given priority consideration for any open positions.
- 5.1.10.1 When more than one in-District candidate applies for a vacancy, an interview panel will be convened at the site. A minimum of two teachers will participate, one of which will be from the department or grade level of the vacancy (if applicable/available). If there are no teachers available from that site, then teachers from another site will participate on the interview panel.
- 5.1.11 When a transfer request is accepted or denied, the unit member shall be notified in writing within five (5) days of meeting with the site administrator. If the transfer request is denied, the unit member shall be given a written rationale for denial. A unit member who is denied a transfer request shall be granted, upon written request, within three (3) days after the issuance of the notice of the denial, a personal meeting with the site administrator involved, to discuss the rationale. If further denied, the unit member may meet personally with the Human Resources Officer.

Involuntary Transfers

5.1.12 Involuntary transfers shall only occur for the following reasons:

- 5.1.12.1 Declining enrollment (defined as a decrease in the number of students requiring a decrease in the number of teachers);
- 5.1.12.2 Elimination of programs and/or funding; or
- 5.1.12.3 The need for specific credential authorizations,
- 5.1.12.4 Per Evaluation Improvement Plan

5.1.13 The Human Resources Officer shall seek volunteers at the particular school site prior to making any involuntary transfers.

5.1.14 Involuntary transfers of a unit member will be based on consideration of the following criteria:

- 5.1.14.1 Least senior in an appropriate grade level(s)/subject matter;
- 5.1.14.2 Areas of specific expertise/credentials;
- 5.1.14.3 Least disruption to classes/schools; or
- 5.1.14.4 Other overriding factors.

5.1.15 If the involuntary transfer involves a self-contained classroom teacher and occurs prior to the start of the school year, in addition to the factors listed above, district wide seniority at the affected school site will also be a factor.

5.1.16 If the Human Resources Officer or designee involuntarily transfers a unit member for reason(s) other than seniority, such reason(s) will be placed in writing and provided to the unit member and Association at the time of the transfer notification.

5.1.17 Written notice of involuntary transfer shall be given to the unit member at such time as the Principal or the Human Resources Officer or designee has made the decision to involuntarily transfer that member. When transfers are administratively decided upon during the summer months, written notification of the transfer shall be given immediately to the unit member by email, regular mail or in person.

5.1.17.1 The unit member shall be granted, upon request, within five (5) days after receipt of the involuntary transfer notice, a meeting with the Human Resources Officer or designee to discuss the rationale. An Association Representative may also be present.

5.1.17.2 The affected unit member will not be evaluated as defined in Article 7 during the first year of an involuntary transfer unless evaluation is requested by the unit member. This does not apply to probationary or temporary unit members, nor is the intent to preclude observation and assistance.

5.1.17.3 The District will not involuntarily transfer the affected unit member again for at least a period of two (2) years unless the program does not receive anticipated funding.

5.1.17.4 If properly credentialed, the affected unit member will be given the first option to return to his/her previous classroom position or previous school site if such a vacancy exists or occurs within (4) years.

Transfers due to New Sites/Grade Reconfiguration/School Closures

5.1.18 Initial Transfer and Placement

5.1.18.1 First and foremost, unit members of the affected grade level will move with their class or grade level to the new school or site.

- 5.1.18.2 Unit members affected by the transfer at the original school will have first choice for the same grade level at the new school.
- 5.1.18.3 If positions remain vacant, the principals will meet with their unit members at the grade level opening(s) in question to seek volunteers.
- 5.1.18.4 If vacancies still exist, volunteers from the remaining grade levels will be considered for transfer.
- 5.1.18.5 If vacancies still exist after seeking volunteers then the position will be involuntarily filled as follows:
- 5.1.18.5.1 Unit members with the minimum total years of service in the district (based on the date of hire) will be transferred first.
 - 5.1.18.5.2 If the years of service are equal, then years at the grade level in the District will be considered. Unit members with the minimum years at the grade level will be transferred first.
 - 5.1.18.5.3 If ties occur, a lottery will be used to determine the unit member that will be transferred first.
 - 5.1.18.5.4 All unit members who are involuntarily transferred under this section will have first option to return to the grade level and site from which they came during the previous school year should a permanent opening occur for which the unit member is credentialed and qualified. In case of multiple applications, the involuntary process criteria above will take effect.

Compensation for Moves

- 5.1.19 If a reassignment (voluntary or involuntary) requires a classroom unit member to move from one teaching station to another within the same school, the unit member shall be entitled to two days of release time or compensation for the move at the non-academic extra duty rate, not to exceed two (2) days (6.5 hours per day), for work performed outside the instructional day to effectuate the reassignment. Release time and/or hours of compensation, or a combination of the two, shall be determined through consultation between the unit member and the site administrator.
- 5.1.20 If a transfer (voluntary or involuntary) requires a classroom unit member to move from one school site to another, the unit member shall be entitled to three (3) days of release time for classroom visitation and/or moving to the new school site, or compensated at the non-academic extra duty rate, not to exceed three (3) days (6.5 hours per day), for work performed outside the instructional day to effectuate the transfers. Release time and/or hours of compensation, or combination of the two, shall be determined through consultation between the unit member and the site administrator.

Notification of Assignment

- 5.1.21 Each unit member shall be given next year's tentative assignment by the last day of school. Such notice shall specify the school site, grade level or subject area(s) to which the unit member will be assigned.
- 5.1.22 Any changes in assignment made after the last day of school shall be done after consultation with the unit member, which shall include the reasons for changing the assignment.

ARTICLE 6 SAFETY CONDITIONS

- 6.1 The safety and health of pupils and employees is of the utmost concern to the Board. To ensure that exposure to unsafe or unhealthy conditions are minimized, certificated employees will be encouraged to be safety conscious in their own actions and to report any unsafe or potentially unsafe or unhealthy conditions to their immediate supervisor.

ARTICLE 7 EVALUATION

7.1 Definitions

- 7.1.1 Visitation: Any unannounced visit and observation to a classroom or other instructional area.
- 7.1.2 Formal Observation: A prearranged, announced visit and observation for the purpose of evaluation, conducted at a time mutually agreed to between the evaluator and the employee.
- 7.1.3 Evaluation: An evaluator's comprehensive written summative evaluation of the employee's overall performance.
- 7.1.4 Evaluator: The administrator designated by the District to evaluate the performance of a certificated employee.

7.2 Purpose and Frequency of Evaluation

The purposes of employee evaluation shall be to validate, strengthen and improve instruction. The evaluation process shall be directly related to the District Evaluative Competencies. Probationary employees shall be evaluated at least annually; tenured employees shall be evaluated every other year. However, tenured employees may be evaluated annually upon transfer to a new site or with a "Needs to Improve" or "Unsatisfactory" rating on the most recent Summative Evaluation Report.

7.3 Pre-Evaluation Orientation Procedures

No later than the end of the sixth full school week, the evaluator and the employee to be evaluated

shall meet. At this time, the evaluator shall review criteria for meeting the District Evaluation Competencies. Competencies which are not included in the Observation Report will also be discussed.

7.4 Visitation and Formal Observation

7.4.1 Each evaluator shall routinely conduct Visitations of certificated staff. Persons scheduled for Summative Evaluations will receive Formal observations as follows. If the evaluator has a concern regarding the visitation that may affect the Summative Evaluation Report, the evaluator will discuss the concern with the employee within five (5) days.

7.4.1.1 Each probationary employee shall receive a minimum of two (2) formal Observations. At least one observation will be conducted prior to October 15th; a second observation will be conducted prior to January 31st.

7.4.1.2 Each permanent employee scheduled for evaluation shall receive a minimum of one (1) Formal Observation, to be conducted prior to the Summative Evaluation and before March 1st.

7.4.1.3 Each Formal Observation shall be a minimum of forty-five (45) minutes in length.

7.4.2 A pre-observation conference shall be held a minimum of one day prior to the Formal Observation. At this conference, the evaluator and employee will review the lesson/activities to be observed and the employee will indicate in writing how the lesson/activities address the District Evaluative Competencies, using the Pre- Observation Form. At this time, the evaluator and employee will also review the following:

7.4.2.1 Lesson plans

7.4.2.2 Goals and objective(s) of the course(s)

7.4.2.3 Objective(s) of the unit/lesson class and period to be observed

7.4.2.4 Other elements mutually agreed to by both parties

7.4.3 A Post-Observation conference shall be held within five (5) working days of the Formal observation. This may be extended by mutual consent of the employee and evaluator. Within three (3) days following the conference, the evaluator will provide the employee with a written (hard copy upon request) post-observation record of the observation. The employee shall have the right to be accompanied by an Association or Support Team representative of his/her choosing at an observation conference.

7.4.3.1 The employee may sign the post-observation record, signifying he/she has received and read the document, and has been provided the opportunity of attaching a written response, which shall be appended to the document. Such responses shall normally be presented to the evaluator within ten working days of the conference.

7.4.4 Additional Visits or Formal Observations may be conducted to gather additional__

pre-evaluation information. If additional Formal Observations occur, the above procedures governing Formal Observations will be followed.

7.5 Summative Evaluation Report

7.5.1 All probationary employees shall receive a Summative Evaluation Report no later than March 1st. All permanent employees scheduled for evaluation shall receive a Summative Evaluation Report no later than thirty days prior to the last instructional day of the school year. The Summative Evaluation Report shall be prepared on a form jointly approved by the District and the Association. A hard copy of the signed Summative Evaluation Report shall be printed, dated, and may be signed in ink by both parties to serve as the official document.

7.5.1.1 The employee may sign the hard copy of the Summative Evaluation Report, signifying that he/she has received and read the document, and has been provided the opportunity of attaching a written response, which shall be appended to the document. Such responses shall normally be presented to the evaluator within ten (10) working days of the presentation of the Report.

7.5.1.2 The hard copy and all attachments of the Summative Evaluation Report shall become part of the employee's permanent personnel record.

7.6 Unit Members Hired for Less Than a Full Year

7.6.1 Employees hired after the start of the school year, who will serve 75% or more of the school year, will be evaluated. Evaluation timelines and/or procedures will be adjusted accordingly, in consultation with the District, unit member and Association, to meet evaluation outcomes and support the employee in achieving District Evaluation Competencies. The first formal observation (as defined by Article 7.4) will be completed as soon as possible and before the winter break (E.C. 44908).

7.6.2 Employees hired for less than 75% of a full year will receive a minimum of one observation with written feedback to help support the employee in achieving the District Evaluation Competencies for the following year.

7.7 Employee Improvement Plan

7.7.1 An employee receiving one or more "needs improvement" rating(s) in a District Evaluation Competency will be directed to participate in an Employee Improvement Plan. The employee's participation will be coordinated by the evaluator and shall include an outline containing specific goals for improvement.

7.7.1.1 The Employee Improvement Plan for employees who receive one or more "needs improvement" rating(s) may include:

7.7.1.1.1 Assistance from other certificated staff

7.7.1.1.2 Release time to visit another classroom(s)

7.7.1.1.3 Workshop and/or course participation if requested by the employee.

7.7.2 An Employee receiving one or more “unsatisfactory” rating(s) in a District Evaluation Competency will be directed to participate in an Employee Improvement Plan. The Employee Improvement Plan for employees who receive one or more “unsatisfactory” rating(s) may include the items listed in Article 7.7.1.1 above as well as additional assistance and directives. The Employee Improvement Plan shall be reasonable, related to the cause of the “unsatisfactory” rating(s), provided in written format, and reviewed with the employee. If the employee does not believe that the Employee Improvement Plan is appropriate, he/she may request that a conference, including the Superintendent Chief Learning Officer and TTEA President, or his/her designee, be held to review the recommended Employee Improvement Plan. This group shall also include the employee and evaluating administrator. The final decision shall be made by the Superintendent Chief Learning Officer.

7.7.2.1 The Employee Improvement Plan shall not create a financial hardship for the employee. The district will provide for release time, when included in the Employment Improvement Plan and shall reimburse the employee, or pay for, when more convenient, for in-service and professional development activities. College and university course fees will be paid by the district only if the employee does not use the earned credits for application to the district salary schedule.

7.7.2.2 The recommended Employee Improvement Plan shall not extend beyond the remainder of the school year during which the “unsatisfactory” rating(s) was received and the following school year. The evaluator shall meet with the employee up to two (2) times a month to review and assess progress and accomplishment towards a satisfactory evaluation.

7.7.2.3 If the recommendation includes peer participation, the relationship between the participating teacher and his/her peer shall be confidential.

7.7.3 Alternative Unit Member Assessment Project

7.7.3.1 After completing three (3) formal evaluations in Tahoe Truckee Unified School District, the unit member can request an alternative assessment project. The unit member shall have proven mastery of the Evaluative Competencies by receiving at least one “exceeds standards” level rating on District Evaluation Competencies one-five and no “needs improvement” or “unsatisfactory” ratings.

7.7.3.2 Alternative Assessment Project shall not be used in consecutive evaluation cycles.

7.7.3.3 The unit member and the evaluating supervisor shall meet and agree upon the nature of the project and upon the timeline for development and completion.

7.7.3.4 The project should contribute towards the unit member's professional development.

7.7.3.5 The project will be completed in the year of evaluation. A unit member may begin preliminary planning the prior year.

7.7.3.6 The project shall culminate in:

- A product
- A presentation to a group of peer advisors agreed upon by the unit member and the evaluating supervisor
- A summative reflection

7.7.3.7 There will be two interim project reports on or before November 30 and February 15. The project must be completed no later than one month prior to the last school day.

7.7.3.8 The evaluating supervisor shall certify that the project was completed.

The District and the Association support the development of an alternative to the basic evaluation system contained within this Article and agree to have developed this alternative during the 1996-97 instructional year. This program will ultimately be available to select employees who have proven mastery of the EVALUATIVE COMPETENCIES by receiving consistent ratings at the "Exceeds Standards" level. As this program is developed, it will be field tested at a site(s) based upon administrator and staff interest. Any deviations from the basic evaluation program as outlined in this Article will be discussed with the District Evaluation Committee and implemented after concurrence is obtained from the District and the Association.

7.8 Confidentiality

The evaluator will assure that the preparation of evaluation documents is completed in a confidential manner.

<p style="text-align: center;">Engaging and Supporting All Students in Learning</p> <p>1.1. <i>Using knowledge of students to engage them in learning</i></p> <p>1.2. <i>Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests</i></p> <p>1.3. <i>Connecting subject matter to meaningful, real-life contexts</i></p> <p>1.4. <i>Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs</i></p> <p>1.5. <i>Promoting critical thinking through inquiry, problem solving, and reflection</i></p> <p>1.6. <i>Monitoring student learning and adjusting instruction while teaching</i></p>	<p style="text-align: center;">Creating and Maintaining Effective Environments for Student Learning</p> <p>2.1. <i>Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</i></p> <p>2.2. <i>Creating physical or virtual learning environment that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</i></p> <p>2.3. <i>Establishing and maintaining learning environment that are physically, intellectually, and emotionally safe</i></p> <p>2.4. <i>Creating a rigorous learning environment with high expectations and appropriate support for all students</i></p> <p>2.5. <i>Developing, communicating, and maintaining high standards for individual and group behavior</i></p> <p>2.6. <i>Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</i></p> <p>2.7. <i>Using instructional time to optimize learning</i></p>
<p style="text-align: center;">Understanding and Organizing Student Matter for Student Learning</p> <p>3.1. <i>Demonstrating knowledge of subject matter; academic content standards, and curriculum frameworks</i></p> <p>3.2. <i>Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</i></p> <p>3.3. <i>Organizing curriculum to facilitate student understanding of the subject matter</i></p> <p>3.4. <i>Utilizing instructional strategies that are appropriate to the subject matter</i></p> <p>3.5. <i>Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students</i></p> <p>3.6. <i>Addressing the needs of English learners and students with special needs to provide equitable access to the content</i></p>	<p style="text-align: center;">Planning Instruction and Designing Learning Experiences for All Students</p> <p>4.1. <i>Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</i></p> <p>4.2. <i>Establishing and articulating goals for student learning</i></p> <p>4.3. <i>Developing and sequencing long-term and short-term instructional plans to support student learning</i></p> <p>4.4. <i>Planning instruction that incorporate appropriate strategies to meet the learning needs of all students</i></p> <p>4.5. <i>Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</i></p>
<p style="text-align: center;">Assessing Students for Learning</p> <p>5.1. <i>Applying knowledge of the purposes, characteristics, and uses of different types of assessments</i></p> <p>5.2. <i>Collecting and analyzing assessment data from a variety of sources to inform instruction</i></p> <p>5.3. <i>Reviewing data, both individually and with colleagues, to monitor student learning</i></p> <p>5.4. <i>Using assessment data to establish learning goals and to plan different, and modify instruction</i></p> <p>5.5. <i>Involving all students in self-assessment, goal setting, and monitoring progress</i></p> <p>5.6. <i>Using available technologies to assist in assessment, analysis, and communication of student learning</i></p> <p>5.7. <i>Using assessment information to share timely and comprehensible feedback with students and their families</i></p>	<p style="text-align: center;">Developing as a Professional Educator</p> <p>6.1. <i>Reflecting on teaching practice in support of student learning</i></p> <p>6.2. <i>Establishing professional goals and engaging in continuous purposeful professional growth and development</i></p> <p>6.3. <i>Collaborating with colleagues and the broader professional community to support teacher and student learning</i></p> <p>6.4. <i>Working with families to support student learning</i></p> <p>6.5. <i>Engaging local communities in support of instructional program</i></p> <p>6.6. <i>Managing professional responsibilities to maintain motivation and commitment to all students</i></p> <p>6.7. <i>Demonstrating professional responsibility, integrity, and ethical conduct</i></p>

ARTICLE 8 PEER ASSISTANCE AND REVIEW

8.1 Purpose

The purpose of Peer Assistance and Review (PAR) is to provide assistance to permanent and beginning teachers who have responsibility for a classroom, including Resource Specialists, in the areas of subject matter knowledge, teaching strategies, and teaching methods.

8.1.1 Based on available funding and resources, PAR services will be offered to unit members in the following order of priority:

8.1.2.1 Funding for PAR will be provided for priorities one-three if PAR is required by the PAR Panel. Funding may be provided for priorities four-seven.

- 1st Permanent unit members who receive an “unsatisfactory” evaluation that fits within the parameters of the PAR Program (See 8.2.1)
- 2nd Newly credentialed first or second year unit member eligible for the induction Program
- 3rd Unit members receiving a “Needs Improvement” on their evaluations.
- 4th Permanent unit members who volunteer for peer assistance.
- 5th Probationary unit members not eligible for induction who volunteer for peer assistance.
- 6th Staff Development for individual or group of unit members
- 7th Curriculum Development

8.2 Mandatory Participation for Permanent Unit Members

8.2.1 Any evaluation performed pursuant to this article, which contains one or more ratings of “unsatisfactory”, or a continued “needs improvement” in areas 1, 2, 3 or 4 of an employee’s performance evaluation requires that the certificated employee shall participate in the Peer Assistance and Review Program. Unit members with one “needs improvement” will be encouraged, but not mandated to participate in the program.

8.2.2 The governing board of each school district shall evaluate and assess certificated employee performance as it reasonably relates to:

- 8.2.2.1 The progress of pupils toward the District’s adopted academic content standards, which shall not include the use of publishers’ norms established by standardized tests.
- 8.2.2.2 The instructional techniques and strategies used by the employee.
- 8.2.2.3 The employee’s adherence to District-adopted curricular objectives.
- 8.2.2.4 The establishment and maintenance of a suitable learning environment, within

the scope of the employee's responsibilities.

- 8.2.3 Assistance and remedial efforts and activities shall be sustained and multifaceted, and shall be preceded by a conference in the spring of the year when the unit member receives the unsatisfactory evaluation. The conference shall involve the unit member being referred, the evaluator, and, if chosen, the Consulting Unit Member. If the participating unit member requests it, the Association shall provide representation in the meeting.
- 8.2.4 Initial assistance shall focus on the specific areas recommended for improvement by the participating unit member's evaluator based upon the "unsatisfactory" rating or ratings in the performance evaluation that resulted in referral to the PAR Program.
- 8.2.5 Performance goals, as included in an Employee Improvement Plan per Article 7.7, for an individual unit member shall be in writing, clearly stated, aligned with pupil learning, and consistent with Section 44662 of the Education Code.
- 8.2.6 Assistance and review shall include multiple observations of a unit member during periods of classroom instruction.
- 8.2.7 The school district shall provide staff development activities to assist a unit member to improve their teaching skills and knowledge.
- 8.2.8 The program shall expect and strongly encourage a collaborative relationship between the Consulting Unit Member and the evaluator with respect to the process of peer assistance and review. Communication and consultation between the participating unit member and the evaluator shall be ongoing.
- 8.2.9 The Assistance Plan for the participating unit member shall have a monitoring component with a written record.
- 8.2.10 The unit member and evaluator shall each be entitled to review all reports generated by the Consulting Unit Member prior to submission to the PAR Panel and to have affixed thereto their comments. The unit member and evaluator will receive copies of all such reports at least five working days prior to any such meeting.
- 8.2.11 The Consulting Unit Member shall submit a final written report regarding the unit member's participation in PAR to the PAR Panel and to the unit member's evaluator no later than April 15th. This report shall describe the measures of assistance provided to the unit member and describe the results of the assistance in the area or areas recommended for improvement.
- 8.2.12 The final report of a unit member's participation in the program shall be made available, in written form, for placement in the personnel file of the unit member receiving assistance. If it is included in the personnel file, the unit member shall have the opportunity to attach comments.
- 8.2.13 Results of an employee's participation in the Peer Assistance and Review Program for

Teachers established by Article 4.5 (commencing with Sec. 44500) shall be made available as part of the Peer Assistance and Review Process.

- 8.2.14 Nothing in this article shall be construed as in any way limiting the authority of school district governing board to develop and adopt additional evaluation and assessment guidelines or criteria.
- 8.2.15 Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section 44938.
- 8.2.16 Nothing in this article precludes the principal/evaluator or District from doing formal or informal observations nor from notifying the unit member verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of their professional obligations.
- 8.2.17 The unit member shall have a right to be represented by the Association in any meetings of the PAR Panel to which they are called, and shall be given a reasonable opportunity to present their point of view concerning any report being made.
- 8.2.18 A unit member or an evaluator shall have the right to present reasons to the PAR Panel why a specific Consulting Teacher should be replaced.
- 8.2.19 A participating unit member shall not have access to the grievance process to challenge the content of reports, or decisions by the PAR Panel, but may file responses, which shall become part of the official record of the Assistance Plan.
- 8.2.20 The PAR Program in no manner diminishes the legal and contractual rights of unit members.
- 8.2.21 The parties understand that every possible subject matter competency may not be available within the corps of Consulting Unit Members, and it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the Consulting Unit Member shall maintain primary responsibility for the Assistance Plan, but may function more like a case carrier who assures the availability of appropriate resources.
- 8.2.22 Nothing herein shall preclude the Board from examining information, which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.

8.3 New Unit Members Employees

- 8.3.1 All unit members new to the district will be provided a mentor unit member, who will meet with the unit member for up to one hour per week.
 - 8.3.1.1 New members will have input on the selection of their mentors, with the approval of administration. Should a member and mentor be deemed "not a good match", a new mentor will be provided with mutual agreement between the new unit member, new mentor and immediate supervisor.

8.3.1.2 Mentors of new members may submit a timesheet for up to one hour per week for the duration of the school year. The rate will be \$40.00 per hour.

8.4 Participation of Beginning Teachers Eligible for Induction

8.4.1 It is expected that all eligible first and second year unit members will take part in Induction.

8.4.2 Unit members involved with the Induction program will be eligible to earn college or university units, if available, based upon the additional time that they are required to put in to participate in the Induction program.

8.4.3 The Induction program is a two-year commitment.

8.4.4 All communication and documentation between the beginning unit member and the Consulting Unit Member or support provider will be strictly confidential and only a record of participation will be forwarded to the PAR Panel.

8.5 Referred Unit Members

8.5.1 Unit Members receiving a “needs improvement” on their evaluation may be referred to the PAR Panel for participation in the Peer Assistance program.

8.5.2 The evaluator will meet with the unit member to explain the referral.

8.5.3 If the unit member volunteers to participate, a Consulting Unit Member will be assigned.

8.6 Voluntary Participation of Unit Members

8.6.1 Permanent unit members desiring assistance in improving their practice may apply to the PAR Panel for such assistance on a confidential basis.

8.6.2 The volunteer unit member and Consulting Unit Member will meet to determine the needs of the volunteering unit member as specifically as possible and will jointly develop an Assistance Plan.

8.6.3 Consulting Unit Members shall provide oral and written feedback to the volunteer unit member. All communication shall be confidential.

8.6.4 The volunteer unit member may terminate participation in the program at any time, through written notice to the PAR Panel.

8.6.5 When a unit member enters the program voluntarily, documentation will only be placed in the personnel file upon request from the unit member as long as participation continues on a voluntary basis. All communication between the unit member and the Consulting Unit Member shall remain confidential.

8.7 Voluntary Participation of Experienced Probationary Teachers

- 8.7.1 Probationary teachers not eligible for Induction desiring assistance in improving their practice may apply to the PAR Panel for such assistance on a confidential basis.
- 8.7.2 The volunteer and Consulting Unit Member will meet to determine the needs of the volunteer unit member as specifically as possible and will jointly develop an Assistance Plan.
- 8.7.3 Consulting Unit Members shall provide oral and written feedback to the volunteer unit member. All communication shall be confidential.
- 8.7.4 The volunteer may terminate participation in the program at any time, through written notice to the PAR Panel.
- 8.7.5 When a unit member enters the program voluntarily, documentation will not be placed in the personnel file as long as participation continues on a voluntary basis. All communication between the unit member and the Consulting Unit Member shall remain confidential.

8.8 The Peer Assistance and Review Panel

- 8.8.1 The governance structure of the program includes a joint unit member -administrator peer review panel that shall select Consulting Unit Members, review peer review reports prepared by Consulting Unit Members, and make recommendations to the governing board of a school district regarding participants in the program, including forwarding to the governing board the names of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement.
- 8.8.2 The majority of the PAR Panel, four members, shall be composed of certificated unit members chosen to serve on the PAR Panel by the Association. The remainder of the PAR Panel, three members, shall be composed of administrators chosen by the District.
- 8.8.3 The term of office will be three years, except for the initial PAR Panel members, whose terms will be staggered terms of one to three years to assure continuity from year to year.
- 8.8.4 Decisions of the PAR Panel shall be by consensus whenever possible. If a vote is required, action must be taken by an affirmative vote of at least a majority of members.
- 8.8.5 Consulting Unit Members shall be selected by the majority vote of the PAR Panel.
- 8.8.6 The selection process shall include provisions for classroom observation of the candidates for Consulting Unit Member by the PAR Panel.
- 8.8.7 The PAR Panel shall be responsible for:
 - 8.8.7.1 Establishing its own rules and procedures

- 8.8.7.2 Selecting its own chairperson
 - 8.8.7.3 Establishing a procedure for application and selection of peer consultants
 - 8.8.7.4 Selecting peer consultants
 - 8.8.7.5 Accepting referrals for unit member peer assistance from evaluators
 - 8.8.7.6 Accepting voluntary requests for assistance from individual unit members if there are sufficient Consulting Unit Members available to serve these additional requests for service.
- 8.8.8 The PAR Panel shall meet annually (even if the District has not received any referrals) to discuss the work of the panel. The PAR panel shall also annually evaluate the impact of the district's Peer Assistance and Review program in order to improve the program. This evaluation may include, but is not limited to, interviews or surveys of the program participants. The PAR Panel may submit recommendations for improvement of the program to the governing Board of the District and to the Association.
- 8.8.9 Functions performed pursuant to this article by certificated 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.
- 8.8.10 All proceedings and materials related to the administration of the PAR Program shall be strictly confidential. PAR Panel Members and Consulting Unit Members may disclose such information only as necessary to administer the PAR Program. Documents and writings related to an employee's participation in the PAR Program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code Section 6250 et. Seq.)
- 8.8.11 Consulting Unit Members who provide assistance and review shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code.
- 8.8.12 By May 15 of each fiscal year, the PAR Panel will establish a Program budget for the succeeding year including:
- 8.8.12.1 The estimated revenue for the PAR Program
 - 8.8.12.2 The estimated expenditures based on
 - * The number of unit members mandated to take part
 - * The number of beginning teachers eligible for BTSA
 - * The number of spaces available for volunteers
 - * The projected number of Consulting Unit Members needed
 - * Release time needed for PAR Panel and Consulting Unit Members
 - * Projected costs of training for everyone involved with the PAR Program
 - * Projected cost of PAR funded staff development
 - * Projected cost of curriculum development activities (if any)
- 8.8.13 A PAR Panel member shall neither participate in discussions nor vote on any matter in which they have a personal conflict of interest.

8.8.14 Neither the unit member, the Consulting Unit Member, or the evaluator may be present during confidential deliberations of the PAR Panel. The PAR Panel may request additional information from any person involved in the program.

8.8.15 The final report of the PAR Panel, related to a permanent status of an unsatisfactory unit member, shall be reported to the unit member, the Consulting Unit Member, the evaluator, and the Association representative prior to being forwarded to the Board of Education.

8.9 Consulting Unit Members

8.9.1 A Consulting Unit Member participating in this program shall be a credentialed classroom teacher with permanent status. The Consulting Unit Member shall have at least three years of recent experience in classroom instruction.

8.9.2 The Consulting Unit Member shall have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts, as determined by the PAR Panel (see Article 8.8.5).

8.9.3 The Consulting Unit Member shall have demonstrated positive personal relations, collaboration, and team building skills, as determined by the PAR Panel (see Article 8.8.5).

8.9.4 Duties of the Consulting Unit Member may include, but are not limited to:

8.9.4.1 Consulting with the participating unit member to develop strategies to improve in the areas targeted by the evaluator for improvement

8.9.4.2 Meeting and consulting with the evaluator regarding the nature of assistance being provided

8.9.4.3 Observations of the unit member in the classroom

8.9.4.4 Allowing the unit member to observe Consulting Unit Member or other unit members selected by the Consulting Unit Member

8.9.4.5 Attending any needed training in how to support another unit member or in subject area or teaching techniques

8.9.4.6 Recommending or providing workshops for the participating unit member to attend

8.10 Budget and Use of Funds

8.10.1 The District will allocate funds for the following:

8.10.1.1 PAR based upon the order of priority per Article 8.1.2

- 8.10.1.2 Compensation for Consulting Unit Members at \$45.00 per hour. The compensation for the PAR panel is the negotiated committee rate.
- 8.10.2 The District may allocate funds for the following:
 - 8.10.2.1 The implementation of the Peer Review and Assistance Program
 - 8.10.2.2 New teacher induction Program
 - 8.10.2.3 Any program that supports the training and development of new teachers
 - 8.10.2.4 Professional development or other educational activities previously provided pursuant to Education Code Section 44490 et seq.
- 8.10.3 Not more than 5% of the funds received by the school district for the Peer Assistance and Review for Teachers may be expended for administrative expenses.
- 8.10.4 It is the intent of the District and the Association that this Article remains in effect for as long as specific state funding for the California Peer Assistance and Review program is received by the District. If PAR funding is eliminated, this Article shall expire and have no force or effect without need for further action by either the District or the Association.

ARTICLE 9 GRIEVANCE PROCEDURE

9.1 Definitions

9.1.1 A “grievance” is a claim filed by a unit member or the Association alleging that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement.

9.1.2 A “grievant” is a unit member who files a grievance or the Association.

9.1.3 For grievances filed by unit members, “immediate supervisor” shall mean the District administrator who is responsible for evaluating the grievant. For grievances filed by the Association, “immediate supervisor” shall mean the Grievance Officer.

9.2 Purpose

The purpose of the procedures described below is to resolve grievances at the lowest possible administrative level. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

9.3 Informal Level

Before a unit member or the Association files a formal written grievance, and no later than thirty (30) days after the time the grievant knew or reasonably should have known that the alleged grievance occurred, the grievant shall meet in an attempt to resolve the grievance through informal conferences with the immediate supervisor or other appropriate site supervisor. The immediate supervisor has up to ten (10) days to respond to the informal grievance before a formal grievance can be filed.

9.4 Formal Levels

9.4.1 Level One: Immediate Supervisor

9.4.1.1. If the grievant is not satisfied with the outcome at the informal level, or if no resolution is reached, the grievant may file a formal written grievance with the immediate supervisor. The written grievance shall be submitted no later than ten (10) days after the completion of the informal level and shall include the following:

9.4.1.1.1 Facts showing how the grievant has been adversely affected;

9.4.1.1.2 The specific section(s) of the Agreement allegedly violated;

9.4.1.1.3 The specific remedy sought;

9.4.1.1.4 The names of all parties involved in the alleged grievance.

9.4.1.2 The immediate supervisor or other appropriate site supervisor shall communicate his/her decision with the rationale for that decision, to the grievant in writing within five (5) days after he/she receives the grievance.

9.4.1.3 If a conference needs to be held it must be requested and completed within the ten (10) day time limit for rendering a decision if a conference is requested by either the grievant or the immediate supervisor.

- 9.4.1.4 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association, and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.
- 9.4.1.5 If an Association-wide grievance is filed and cannot be resolved as a “Level One” grievance with HR then it will proceed directly to the Superintendent CLO as described in Article 9.4.3.

9.4.2 Level Two-Grievance Officer

- 9.4.2.1 If the grievant is not satisfied with the immediate supervisor’s decision, or if no decision is rendered within the ten (10) day time limit, the grievant may appeal to the Grievance Officer designated by the Superintendent Chief Learning Officer no later than ten (10) days after the level one time limit for rendering a decision has expired. The statement shall include a copy of the original grievance, the decision rendered, and a clear and concise statement of the reasons for the appeal.
- 9.4.2.2 The Grievance Officer shall communicate his/her decision to the grievant in writing within fifteen (15) days of receiving the Level One appeal.
- 9.4.2.3 A conference shall be held within the fifteen (15) day time limit for rendering a decision if a conference has been requested by either the grievant or the Grievance Officer.

9.4.3 Level Three-Superintendent Chief Learning Officer

- 9.4.3.1 If the grievant is not satisfied with the Level Two decision, or if no written decision is rendered within the fifteen (15) day time limit, the grievant may appeal to the Superintendent Chief Learning Officer no later than ten (10) days after the Level Two time limit for rendering a decision has expired. The appeal shall include a copy of the original grievance and all related documentation.
- 9.4.3.2 The Superintendent Chief Learning Officer shall communicate his/her decision to the grievant in writing within ten (10) days of receiving the Level Two appeal.
- 9.4.3.3 A conference shall be held within the ten (10) day time limit for rendering a decision if a conference has been requested by either the grievant or the Superintendent Chief Learning Officer.

9.4.4 Level Four: Binding Arbitration

- 9.4.4.1 If the grievant is a unit member and the unit member is not satisfied with the Level Three decision, or if no decision is rendered within the ten (10) day time line following the Superintendent Chief Learning Officer’s consideration of the grievance, the grievant may, within five (5) days, notify the Association in writing of the grievant’s

request for binding arbitration. If the Association agrees that the matter should be submitted to binding arbitration, the Association shall notify the Superintendent Chief Learning Officer of its decision to have the grievance submitted to binding arbitration. The Association's request for binding arbitration must be submitted no later than ten (10) days after the Level Three time limit for rendering a decision has expired.

- 9.4.4.2 The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within five (5) days of when the Superintendent Chief Learning Officer or the Superintendent Chief Learning Officer's designee receives the arbitration request, the Association shall request a list of five (5) arbitrators from the California State Mediation and Conciliation Service. Each party shall alternately strike names until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be by lot.
- 9.4.4.3 The fees and expenses of the arbitrator and stenographer shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- 9.4.4.4 The parties shall work together in good faith with the arbitrator to schedule mutually acceptable hearing date(s).
- 9.4.4.5 The arbitrator shall have no power to add to, subtract from, or modify the terms of the Agreement.
- 9.4.4.6 The arbitrator shall hear evidence and render a decision on the issue(s) submitted to him/her. The arbitrator shall make his/her decision by referring to the written grievance and the answers thereto at each step, plus any testimony or other evidence submitted by the parties that the arbitrator deems admissible. After reviewing the evidence, the arbitrator shall submit his/her decision in writing to both parties. If a question of arbitrability arises, the question shall be decided by the arbitrator prior to a hearing on the merits of the grievance.

9.5 Miscellaneous

- 9.5.1 All documents, communications, and records related to the processing of a grievance shall be filed separately from the personnel files of any unit member who is a participant.
- 9.5.2 No reprisals of any kind shall be taken against a grievant.
- 9.5.3 Any District employee who is requested to appear at a grievance arbitration hearing by either party shall be released without loss of pay for a reasonable period of time to participate in the hearing.
- 9.5.4 Nothing contained in this Agreement shall be construed as prohibiting a grievant who is a unit member from requesting assistance from the Association or another employee of the District in processing a grievance. Unit member grievant's may request a representative

from the Association or a person of his/her own choosing to accompany him/her at any level. Nothing contained in this Agreement shall be construed as prohibiting a unit member from presenting and processing their own grievance, short of arbitration, without the intervention of the Association.

- 9.5.5 The parties agree that the grievance process shall be confidential, including any arbitration hearing held in connection with a grievance.
- 9.5.6 If a unit member files a formal grievance without the Association's involvement, the District shall notify the Association President of the grievance and any proposed resolution and give the Association the opportunity to submit a formal response prior to reaching a final resolution of the grievance with the unit member.
- 9.5.7 The District and a grievant may agree in writing to suspend the grievance time limits at any point in the process.
- 9.5.8 If a grievant fails to comply with any time limit, the grievance shall be deemed dismissed and permanently withdrawn. If the District does not timely respond at any level, the grievance shall proceed to the next level.
- 9.5.9 If any timeline in this article is set to expire after the last instructional day, the time line shall be suspended until the first student instructional day of the following school year unless the District and the grievant agree otherwise.

ARTICLE 10 LEAVES

10.1. Sick Leave

10.1.1. Sick leave

Full-time unit members shall be entitled to eleven (11) days of paid sick leave each school

year for purposes of illness or injury, illness or injury to self, spouse, child, parent or domestic partner who is injured or ill or parental leave (EC 44977.5). Unit members who work less than full time shall be entitled to that portion of the eleven (11) days leave as the number of hours per day and days per week that they work bears to a full-time teaching assignment.

- 10.1.2. The District may require unit members to verify the reasons for taking personal illness and injury leave after five (5) days by requiring unit members to furnish a written statement from the treating physician or other licenced medical provider verifying the absence for injury or illness.
- 10.1.3. If the District finds that a unit member took an illness or injury leave for a purpose other than illness or injury, the unit member shall be subject to loss of pay for the days of inappropriate absence and appropriate disciplinary action.
- 10.1.4. If an illness or injury leave exceeds five (5) work days, the District may require the unit member to undergo a medical fitness for duty evaluation to determine whether they are able to return to work.
- 10.1.5. The District shall notify unit members of their accrued sick leave balance at the start of each school year.
- 10.1.6. When a unit member must be absent due to illness or injury, he/she must contact his/her immediate supervisor as soon as possible but in all events, in advance of his/her first assignment of the day on the first day of the leave. Such advance notification shall be in accordance with the requirements established by immediate supervisors except in cases of emergency. If a unit member arrives late for work and the District has hired a substitute to serve in their absence, the unit member's pay shall be docked in an amount equivalent to one day of pay for a substitute. Further, the unit member shall be required to remain and perform their duties.
- 10.1.7. Unit members returning from illness and injury leaves shall be entitled to return to the position held by the employee prior to the time of the leave.

10.2. Extended Sick Leave

Unit members shall be entitled to extended sick leave in accordance with Education Code sections 44977 and 44978 for a period of five (5) school months per injury or illness. Extended leave commences after a unit member has exhausted all accrued sick leave and industrial illness or accident leave pursuant to Education Code section 44984, if applicable. Unit members on extended sick leave shall be paid the difference between their salary and the amount paid to a substitute. The amount deducted shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had they been employed. The school district

shall make every reasonable effort to secure the services of a substitute employee. If no substitute can be found, and the district must hire to fill the position, the amount deducted from the unit member's salary shall not be more than fifty percent (50%) of their salary.

10.3. Catastrophic Sick Leave Bank

10.3.1. Creation

The Association and the District created the TTEA Catastrophic Sick Leave Bank ("Bank"). Individual members of the Association may not contribute earned or accumulated sick leave days to other members outside the Bank.

10.3.1.1 Days in the Bank shall accumulate from year to year and the balance shall be reported by October 31st of each year to the Association.

10.3.1.2 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of Bank participants.

10.3.1.3 A four member committee shall determine whether to approve requests to withdraw from the Bank. The Association shall appoint one elementary unit member and one high school unit member to serve on the committee. The other two members shall be the administrator from the site where the request originates, and the Human Resources Officer or designee.

10.3.1.3.1 The committee may meet digitally in order to expedite the decision making process (including via phone, conference call, email, etc.). The meeting notes and decision will be written, printed and filed. The committee must meet within 10 days of the request being submitted.

10.3.1.3.2 The Committee will notify the member making the request by email, within three (3) days of a decision being made.

10.3.2. Eligibility and Contributions

10.3.2.1 All unit members in their second year of employment with the District are eligible to contribute to the bank (this includes unit members who have not joined The Association). Unit members in their first year of employment may not participate.

10.3.2.2 Participation is voluntary. Unit members who do not contribute to the Bank may not withdraw from the Bank.

10.3.2.3 Unit members may choose to begin participating in the Bank during an annual open enrollment period. The District shall provide unit members with a form for this purpose.

10.3.2.4 Eligible Unit members who elect to participate in the bank shall have one day each year in August deducted from that unit member's sick leave.

10.3.2.5 Participation shall continue from year to year until a unit member decides to withdraw, in writing, during an open enrollment period. The annual open enrollment period shall be from the first day that unit members begin work each

year until October 10th.

10.3.2.6 Participants shall contribute one day of sick leave per year. Participants who have withdrawn days from the Bank may contribute the same number of days withdrawn in future years.

10.3.2.7 Participants may not direct contributions to a specific person.

10.3.2.8 The Association may submit a request to the Committee to withdraw days on behalf of a participant.

10.3.3. Withdrawals from the Bank

10.3.3.1 Participants must have used all of their accrued sick leave to be eligible to withdraw from the Bank

10.3.3.2 Withdrawals from the Bank shall be granted in units of no more than 10 days

10.3.3.3 Participants applying to withdraw from the Bank will be required to provide a written statement from the treating physician or other licensed medical provider verifying the severity of the injury or illness and probable length of absence from work

10.3.3.4 Days may not be withdrawn from the Bank to be used for an illness or injury which qualifies the unit member for worker's compensation benefits

10.3.3.5 If the Bank does not have sufficient days to fund a withdrawal request, the request shall be denied

10.4. Personal Necessity Leave

10.4.1. Personal Necessity Leave is provided for compelling personal business which cannot be attended to outside of normal work hours. Each year no more than eleven (11) days of accumulated sick leave may be used for occasions of personal necessity in accordance with Education Code Section 44981. Personal necessity leave shall exclude activities related to recreation, work stoppage, avocation or other employment. Except in the case of an emergency, unit members must make every effort to notify their immediate supervisor at least five (5) days in advance of this leave request. If a unit member uses personal necessity leave for a purpose not in accordance with Education Code section 44981, they shall be subject to loss of pay for the day(s) of inappropriate absence and other disciplinary action.

10.4.1.1 Once personal necessity leave is exhausted a unit member may use sick leave (per Article 10.1) for illness of an immediate family member as referenced in Article 10.5.1.1. This does not include Extended Sick Leave as defined in Article 10.2.

10.4.2. Unit members returning from personal necessity leave shall be returned to the position held by the employee prior to the time of the leave.

10.4.3. Two "discretionary " days shall be provided to unit members out of the existing 11 leave days provided each year in accordance with 10.1.1 of the contract. These days may be used for any reason without disclosure to the District. These discretionary days cannot be used to extend a holiday or vacation period. This change is effective beginning July 1, 2020.

10.5. Bereavement Leave

Unit members shall be granted paid leave in the event of the death of a member of their immediate family. The leave shall be for a period of five (5) days.

10.5.1.1 For purposes of this provision, an immediate family member shall be limited to spouse, domestic partner, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, half-sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew or first cousin (that is, a child of an aunt or uncle).

10.5.1. Unit members must contact their immediate supervisor if they need to take bereavement leave in advance of their first assignment of the first day of the leave in accordance with the notice requirements established by their immediate supervisor.

10.5.2. Bereavement leave is not taken from sick leave; however, unit members may also use personal necessity leave for additional bereavement.

10.5.3. When a unit member returns from bereavement leave, they shall be returned to the position held by the employee prior to the time of the leave.

10.6. Pregnancy Disability Leave

10.6.1. Unit members are entitled to use accumulated sick leave and extended sick leave for disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom as set forth in Education code section 44965. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities set forth above. The length of the leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and their physician. Unit members taking pregnancy disability leave shall submit a letter from their treating physician establishing the date on which the leave commences and ends.

10.6.2. Unit members returning from pregnancy disability leave shall be entitled to the position held by the employee prior to the time of the leave.

10.7. Parental Leave

10.7.1. Unit members may use their sick leave for purposes of parental leave for a period of up to twelve (12) workweeks as provided by Education Code section 44977.5.

10.7.2. For unit members who have exhausted all available sick leave, including all accumulated sick leave, and continue to be absent from their duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the amount deducted from the salary due them for any of the remaining portion of the twelve (12) workweek period in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill

their position during their absence or, if no substitute employee was employed, the amount that would have been paid to a substitute had they been employed.

- 10.7.3. The twelve (12) workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
- 10.7.4. Unit members shall not be provided more than one twelve (12) week period for parental leave during any twelve (12) month period.
- 10.7.5. Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed twelve (12) workweeks in a twelve (12) month period.
- 10.7.6. For purposes of this section, “parental leave” means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
- 10.7.7. If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of twelve (12) workweeks. This restriction shall apply regardless of the legal status of the parental relationship.
- 10.7.8. The school district shall make every reasonable effort to secure the services of a substitute employee. If no substitute can be found, and the district must hire to fill the position, the amount deducted from the unit member’s salary shall not be more than fifty percent (50%) of their salary.

10.8. Family Leave (FMLA/CFRA)

- 10.8.1. Eligible unit members shall be entitled to a leave of absence without pay for the purpose of childbearing, child rearing and other purposes as specified by law in accordance with the Federal and California Family Rights and Medical Leave Acts (“FMLA/CFRA Leave”).
- 10.8.2. Such leaves shall be granted without pay or credit for service on the salary schedule.
- 10.8.3. Upon returning from an unpaid leave, unit members shall be entitled to a position for which they are appropriately credentialed and qualified. If the unit member is returning within the same school year in which the unpaid leave was initially granted, the unit member is entitled to return to the position held previously.

10.9. Industrial Accident and Illness Leave

- 10.9.1. Unit members are entitled to industrial accident and illness leave in accordance with Education Code section 44984.
- 10.9.2. In order to be eligible for such leave, unit members shall report work-related injuries or illnesses as soon as possible in writing on the District form designated for that purpose.

- 10.9.3. Prior to or during such leave, the Superintendent Chief Learning Officer or his/her designee may require verification by a District appointed physician of the need for and/or use of the leave at no cost to the unit member.
- 10.9.4. The leave shall be charged to Industrial Accident and Illness Leave. However, should it be determined by the District's workers compensation insurance carrier that an illness or accident was not job related, the leave shall be charged to sick leave and extended sick leave, if applicable.
- 10.9.5. Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident or illness.
- 10.9.6. The District may require a unit member on such leave to be examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the claimed illness or injury.
- 10.9.7. Payment for wages lost on any day shall not, when added to a temporary disability award, exceed a unit member's full salary as defined in Education Code section 44984(d).
- 10.9.8. Industrial illness and accident leave will be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 10.9.9. When industrial accident and illness leave has been exhausted, unit members may use their sick leave. However, if a unit member is still receiving temporary disability indemnity, they shall be entitled to use only so much of their sick leave which, when added to their disability indemnity, will result in a payment of not more than their full salary.
- 10.9.10. Unit members returning from industrial accident and illness leave shall be returned to a position for which they are credentialed and qualified. If the term of the leave is within the same school year and the employee is returning within the same school year, they are entitled to return to the position previously held.

10.10. Jury Duty and Subpoenas

- 10.10.1. Unit members shall receive paid leave while serving on jury duty or appearing at a legal proceeding in response to a subpoena. If the appearance is less than twenty (20) miles from a unit member's home, they shall remit to the District the amount they received for attending jury duty or appearing in response to the subpoena exclusive of mileage reimbursement.
- 10.10.2. Unit members returning from jury duty leave shall be returned to the position held by the employee prior to the time of the leave.

10.11. Sabbatical Leave

- 10.11.1. Any permanent full-time unit member who has taught in the District for seven consecutive years shall be eligible to apply for a sabbatical leave for a period of up to one (1) year. Applications must be filed with the Board of Trustees by January 15th for a sabbatical during the following school year. The Board's decision shall be final.
- 10.11.2. Compensation shall be one half (1/2) of a unit member's annual salary for a full year sabbatical and one fourth (1/4) of their annual salary for a one-semester sabbatical.
- 10.11.3. Leave granted must be for the purpose of formal educational improvement. Travel is not sufficient cause for sabbatical leave and therefore is not allowed. The applicant's program shall include at least eight (8) semester units or an equivalent number of quarter units.
- 10.11.4. Unit members on sabbatical leave shall progress on the salary schedule the same as if they had remained in active service.
- 10.11.5. Unit members who are granted a one semester sabbatical leave shall be required to continue working for the District for one year following their return from the leave. Unit members who are granted a one year sabbatical leave shall be required to continue working for the District for two years following their return from the leave.
- 10.11.6. Unit members shall receive compensation while on leave if they file a suitable bond indemnifying the Board of Trustees for any salary paid the unit member if the unit member fails to render the agreed upon period of service with the District after they return from leave, or if they fail to carry out the proposed program of study.
- 10.11.7. Unit members returning from sabbatical leave shall be returned to the position held at the time the sabbatical leave was granted, unless the unit member agrees otherwise. (See Education code section 44973).

10.12. Unpaid Leave

- 10.12.1. The Board of Trustees may grant an employee an unpaid leave for up to one school year for reasons of child rearing, health or other circumstances. The reason and duration for the leave must be stated with the leave request. The granting of such leave will be at the discretion of the Board and the leave must be used for the purpose for which it is granted.
- 10.12.2. Applications must be filed by January 15 for a leave commencing the following school year. The original application will be signed by the immediate supervisor, the unit member and then submitted by the unit member, to the Superintendent Chief Learning Officer or designee, by January 15, for final recommendation to the Board of Trustees.
- 10.12.3. Such leaves will be granted without pay, health and welfare benefits or credit for service on the salary schedule.
- 10.12.4. Unpaid leaves terminate at the end of the school year or the end of the stated leave period. The employee must reapply in writing if they are seeking to extend the leave. The

employee must reapply for an extension by January 15th for leave requests that expire at the end of the school year. For leaves terminating at times other than the end of the school year, the employee must reapply for an extension at least two months before the expiration of the leave.

- 10.12.5. Upon return from unpaid leave, the employee is entitled to a position in the District for which they are appropriately credentialed and qualified. If the term of the leave is within the same school year and the employee is returning within the same school year, they are entitled to return to the position previously held.

10.13. Educational Improvement Leave

- 10.13.1. Full-time unit members who have taught for the District for four (4) full years may apply for an educational improvement leave. Such leaves shall be without pay or other benefits. The District's Board of Trustees shall not grant educational improvement leaves to more than 2% of its certificated employees during any school year. Such leaves shall be for a period of a quarter, a trimester, a semester, or one (1) full school year. The Board shall grant or deny the request for leave after considering the recommendation of the applicant's principal and the Superintendent Chief Learning Officer or designee.
- 10.13.2. Applications must be filed by January 15 for a leave commencing the following school year and 75 calendar days prior to the start of the leave for any educational improvement leave commencing at any time other than the beginning of a school year. The original application will be signed by the immediate supervisor, the unit member and then submitted by the unit member to the Superintendent Chief Learning Officer or designee, by January 15, for final recommendation to the Board of Trustees. Unit members will have until February 19 to retract their request for leave. In the case of the 75 day stipulation, the unit member will have 25 calendar days to retract their request for leave. Request for retraction will be in writing and submitted to the Human Resources Department.
- 10.13.3. Unit members on an educational improvement leave must give notice of their intent to return as required by the District when the leave was initially granted.
- 10.13.4. Unit members returning from educational improvement leaves shall not be granted step advancement on the salary schedule for the time they were on leave.
- 10.13.5. Unit members, upon return from an educational improvement leave, shall be returned to a position as determined by their immediate supervisor. However, immediate supervisors shall consult with unit members before making such determinations.
- 10.13.6. Educational improvement leaves shall be memorialized in writing and signed by the Superintendent Chief Learning Officer or his/her designee and the unit member.

10.14. Military Leave

- 10.14.1. Unit members who are members of any reserve corps of the Armed Forces of the United

States, the National Guard or the Naval Militia, or who are inducted or who are otherwise ordered to active duty shall be granted such leave as required by the Education and Military and Veteran Codes.

10.14.2. Unit members shall provide a copy of the military orders to the District's Human Resources Office with the request for military leave.

10.14.3. Upon return from military leave, unit members shall be returned to the position they held at the time the military leave was granted, unless the unit member agrees otherwise.

10.15. Job Sharing Leave

10.15.1. A "job share leave" is defined as two unit members sharing one (1) full-time position for a full school year. Applicants for job share leave must submit a written proposal to the Human Resources Department no later than January 15 of the preceding school year. The original application will be signed by the immediate supervisor, the unit member and then submitted by the unit member, to the Superintendent Chief Learning Officer or designee, by January 15, for final recommendation to the Board of Trustees. Unit members allowed to participate in the job shares must sign a job share agreement with the District by March 1. The Board of Trustees shall determine whether to grant or deny proposed job-share leaves.

10.15.2. Job share proposals must include:

- Proposed work schedule
- Proposed job-share partner
- Benefits to students being served
- Advantage(s) to the instructional program

10.15.3. Each employee team in a shared teaching arrangement assumes the same commitment as a full time teacher with the following stipulations:

- Participations in back-to school night and open house. Teachers who are working a single semester must attend the events during that semester only.
- For Parent-Teacher Conference week both partners will coordinate and make every effort to fully participate in all conferences.
- Coordinate attendance at staff meetings and Professional Learning Communities.
- Coordinate acceptance of student supervisory duties.
- Coordinate participation in student-centered meetings (i.e. SST, IEP) between the shared teaching partners so that relevant information is presented and received.

10.15.4. Job Share leaves terminate at the end of the school year. The employee must reapply in writing if they are seeking to extend the job share and must reapply by January 15th.

10.15.5. If one partner resigns or is unable to fulfill their duties, the remaining partner shall be offered the other partner's portion of the job share for the remaining portion of the school

year before it is offered to other unit members, a substitute or advertised to the public. If the remaining partner does not accept the other partner's portion, the district may use an expedited posting process of three (3) days internal posting prior to external posting.

10.16. Reduced Workload Leave

10.16.1. The District may allow unit members to participate in a reduced workload program ("Program") consistent with current applicable law, including assignment to a permanent substitute pool. (See Education code sections 22713; 44922).

10.16.2. Unit members must meet all of the following criteria to be eligible to participate in the Program:

10.16.2.1 Unit members must be at least 55 years old and less than 65 years old prior to participating in the Program. Unit members participating in the Program who reach the age of 65 during a school year may continue participating through the end of that school year.

10.16.2.2 Unit members must have been employed full-time by the District in a certificated position for at least ten (10) years prior to participating in the Program.

10.16.2.3 During the period of time immediately preceding a unit member's request to participate in the Program, he or she must have worked full-time in a certificated position with the District for a total of five(5) years with no break in service. For purposes of this paragraph, sabbaticals and other approved leaves of absence shall not constitute a break in service.

10.16.5.4 Unit members working in pre-kindergarten through twelfth grade must not hold a position with a salary greater than any District principal.

10.16.3. Unit members may participate in the program for no longer than five (5) years.

10.16.3.1 The option to participate in the Program may be exercised only at the request of the unit member and can be revoked only with the mutual consent of the District and the unit member.

10.16.3.2 Unit members must notify the District no later than January 15 of their job share interest to begin participating in the Program the following school year. The original application will be signed by the immediate supervisor, the unit member and then submitted by the unit member, to the Superintendent Chief Learning Officer or designee, by January 15, for final recommendation to the Board of Trustees. Unit members allowed to participate in job shares must sign a job share agreement with the District by March 1.

10.16.3.3 At the end of the five (5) year period, or when a participating unit

member reaches the age of sixty-five (65), whichever occurs first, the following options shall be available to him or her:

- 10.1.1.1.1 Resign or retire.
- 10.1.1.1.2 Continue to work part-time. If this occurs the District shall be released from its obligation to contribute to the retirement of the unit member on a full-time basis.
- 10.1.1.1.3 Return to full-time employment. Such requests shall be in writing and filed with the District's Human Resources office no later than February 1st.

10.16.3.4 Part-time for the purpose of this article shall be any fraction of a teaching year, but no less than half-time. The part-time configuration shall be mutually determined by the immediate supervisor in consultation with the unit member.

10.16.3.5 The Participating unit member's salary shall be the equivalent of the FTE that they are assigned to work. Unit members participating in the Program shall advance on the salary schedule in the same manner had they been working full time.

10.16.3.6 Participating unit members shall receive the same health and welfare benefits as received by full-time unit members. In addition, participating unit members shall be granted the same amount of sick leave as full-time unit members. However, a full day of sick leave shall be deducted for an absence of less than a full day.

10.16.3.7 Participating unit members and the District shall contribute to the State Teachers Retirement System as if the unit member were full time.

ARTICLE 11 CLASS SIZE

The District and the Association will make every effort to take Advantage of any funded class size reduction programs.

11.1 The District shall have the discretion to determine class size, subject to the following conditions: During extraordinary fiscal emergencies, it is agreed the district and association will evaluate class size ranges, and will implement a temporary Memorandum of Understanding suspending class ranges and limitations indicated below for a specific period of time.

K-3 Up to 27 students per class. Classes could exceed 27 with teacher permission. If the maximum of 27 is exceeded, an amount equal to the top step for a teacher's aide (Range 7, Step 10) will be allocated to the teacher. Additional instructional supplies will be covered by site discretionary funds.

4-5 Up to 31 students per class. Classes could exceed 31 with teacher permission. If the maximum of 31 is exceeded, an amount equal to the top step for a teacher's aide (Range 7, Step 10) will be allocated to the teacher. Additional instructional supplies will be covered by site discretionary funds.

K-5 Combination classes will have a class size, maximum of 25. All other language about additional

compensation past 25 will apply.

6-12 No teacher will have more than 170 enrolled student contacts or no class shall exceed 32 students without teacher permission. Instrumental music and P.E. are exempted.

- 11.2 If the maximum number of students enrolled exceeds the K-12 numbers noted above in 11.1, an amount of money equal to one hour of the top step for a teacher's aide (Range 7, Step 10), per student over the noted number, will be allocated to the teacher. In the case of grades 6-12, teacher count will be based on students over 32 per class if 11.1 applies.
- 11.3 K-12 Special Ed students mainstreamed in the regular classroom are considered part of the total.
- 11.4 There will be a grace period of three weeks in which these limitations will not be enforced commencing with the first day of school.

ARTICLE 12 HEALTH AND WELFARE BENEFITS

12.1 Coverage and Eligibility

The District shall provide an annual contribution as detailed below, to each full-time unit member for his/her choice of a District offered health and welfare benefits package, including medical, dental, vision and life insurance plans.

Employee Only (Single)	\$8,900 (\$809.09 per month for eleven (11) months)
Employee + One (1)	\$10,300 (\$936.36 per month for eleven (11) months)
Employee + Family	\$14,100 (1281.82 per month for eleven (11) months)

- 12.1.1 Except as specified in 12.1.4, below, the District shall provide benefits coverage from July 1 through June 30, with the unit member's contributions deducted in the August through June pay warrants for all costs in excess of the District's per year cap as noted in 12.1.
- 12.1.2 For unit members who work a minimum of 60% of a full time assignment for a full school year, the District shall pay the monthly contribution toward benefits for the unit member for a 12 month period. Unit members who work less than 60% of a full-time assignment do not receive a District contribution toward benefits.
- 12.1.3 For unit members who work a minimum of 60% per day, five days per week, for less than a full school year, the District shall pay the monthly contribution toward benefits only for

the number of months the unit member actually works.

12.1.4 A unit member employed as a temporary certificated employee (as defined by the Education Code) shall receive District-paid health and welfare benefits only while under contract, unless the unit member is rehired for the following school year. In that case, upon rehire notification, the District shall make/continue its contributions and shall collect member contributions. Should rehire notification occur after a unit member has paid any of the District's share of benefit costs, the unit member shall be reimbursed for such costs. The District shall give annual written notice of this procedure to all affected unit members prior to employment.

12.1.5 Unit members who are on unpaid leaves shall not be entitled to a District contribution toward health benefits; however, the District shall allow unit members who are on a District approved unpaid leave to participate in the District's health and welfare benefit plans in accordance with their rights under the Consolidated Omnibus Reconciliation Act ("COBRA") at no cost to the District.

12.2 Retiree Health and Welfare Benefits

12.2.1 To be eligible for a District contribution toward health and welfare benefits in retirement, unit members must, at the time of their retirement: (1) be at least fifty five (55) years old; (2) have been employed by the District for twenty (20) or more years; and (3) have been employed as a unit member prior to July 1, 1988. Unit members hired on or after July 1, 1988 shall not be eligible for a District contribution for health benefits but may purchase benefits as set forth in 12.2.4 below.

12.2.2 Unit members eligible to receive a District contribution toward retiree health and welfare benefits shall receive the same District health and welfare benefits contribution as is provided to active unit members as that contribution may change from time-to-time and the unit member and their spouses/domestic partners may participate in the District's health benefit plans for ten (10) years, or until the unit member attains age 65, whichever occurs first.

12.2.3 After age 65, if permitted by the benefit plan(s), unit members and their surviving spouses may elect to continue participating in the District's health and welfare benefit plans at the sole expense of the unit member or their surviving spouse.

12.2.4 Unit members hired on or after July 1, 1988, or unit members hired before July 1, 1988 who do not meet the eligibility requirements for a District contribution toward retiree health benefits shall be allowed to participate in the District's health and welfare benefit plans at their own expense.

ARTICLE 13 WAGES

13.1 All full-time contracted employees, other than hourly employees, shall receive compensation for their services according to the salary schedule. Contract employees will be expected to participate in 6.5 hours of professional development activities distributed throughout the teacher work year (see 4.2.5).

13.1.1 Salary shall be disbursed to each employee by check or direct deposit, in an individual envelope, on or before the last working day of each month, with the exception of July and December. The December disbursement will occur on the first working day of January as set by PCOE of the following year. Monies earned in December will appear in the following year's W-2 reporting form.

13.2 Initial Placement for Entering Employees

13.2.1 A teacher entering the service of the District for the first time shall be granted outside teaching experience credit on the following basis.

13.2.1.1 The outside teaching experience must be verified in writing by the previous employer or employers, giving dates of service by school year.

13.2.1.2 To receive credit, a teacher under contract must have taught 75% or more of the school days in any school year for which credit is granted and this fact must also be in writing from the previous employer.

13.2.1.3 Substitute teachers who are then offered a regular contract shall be credited for one year teaching experience, provided they have taught the equivalent of 75%

of a teaching year accumulated in the two consecutive previous years.

13.2.1.4 Verified teaching experience outside the District on a regular credential shall be credited in the following manner for the following years:

- One Year:Step Two (2)
- Two Years:.....Step Three (3)
- Three Years:.....Step Four (4)
- Four Years:.....Step Five (5)
- Five Years:Step Six (6)
- Six Years:.....Step Seven (7)
- Seven Years:Step Eight (8)
- Eight Years:Step Nine (9)
- Nine Years:Step Ten (10)

13.2.1.5 For new hires, beginning on July 1, 2018, Step Ten (10) on the salary schedule shall be the maximum credit allowed for initial placement.

13.2.2 Other certificated personnel shall be granted credit for past experience in other fields in accordance with the above policy.

13.3 Step Advancement

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

13.3.2 No employee shall receive a step advancement unless the employee has been in service to the District at least 75% of the instructional days of the school year.

13.3.3 Unit members will advance on the salary scheduled based on working 75% of a full-equivalent (FTE). For unit members working less than a 75% FTE, advancement on the salary schedule will occur when the individual accrues a minimum of 75% of an FTE. For example, a 20% employee will advance on the salary schedule following completion of 4 years at a 20% position. This step advancement will be effective the following school year.

13.3.4 Employees may not move more than one (1) step in any one school year.

13.4 Column Placement or Unit Credits

13.4.1 Columns shall be identified and established on the adopted District salary schedule indicating educational unit requirements for each column.

13.4.2 Employees may be advanced on the salary schedule on the basis of approved educational units they take beyond the granting of a Bachelor's Degree. No units shall be considered

for column placement taken before a Bachelor's Degree is obtained.

- 13.4.3 All units must have prior approval of the Superintendent Chief Learning Officer or designee before credit will be granted for placement on the salary columns. The approval document will be signed by the immediate supervisor, the unit member and then submitted by the unit member, to the Superintendent Chief Learning Officer or designee for final approval prior to beginning the course. Units completed without prior approval may be approved after the fact using the above provisions as long as the request is submitted within one year from the completion of the course. Credit for advancement on the salary schedule for post course approval units will be granted the following school year.
- 13.4.4 The number of units a teacher may take during the school year shall be limited when in the judgment of the Superintendent Chief Learning Officer or designee the number of units would interfere with the performance of the teacher.
- 13.4.5 All interpretations for placement on the salary schedule shall be based on verifiable information which shall be in the employee's file in the District Office not later than September 30 of each year to receive column placement starting from the beginning of the current school year. Verifiable information for units that are received after September 30 will be accepted and any movement on the salary schedule will become effective based upon the date the verifiable information is received in Human Resources .
- 13.4.6 Units as used in this contract mean semester units, and each quarter unit will be converted on the ratio of two-thirds of a semester unit.

13.5 Special Education

The District shall provide a \$2,000 annual stipend (prorated for partial FTE) to an individual that is assigned as a Resource Specialist, Speech and Language Pathologist, Adaptive PE teacher, Visually Impaired teacher, Deaf and Hard of Hearing, or Special Day Class teacher, provided that, the individual holds a provisional, preliminary, or clear California special education credential or Resource Specialist certification.

13.6 Bilingual Education and Support

The District shall provide a \$1,500 annual stipend (prorated for partial FTE) to an individual that is assigned to teach in a "primary language program," that requires the individual hold a BCLAD certification. The District shall provide a \$750 annual stipend (prorated for partial FTE) to an individual that holds a BCLAD, but is not assigned to a primary language program who agrees to provide bilingual support.

13.7 Master's or Doctoral Degree

The District shall provide an annual stipend of one thousand dollars (\$1,000.00) to those employees who have received a Master's Degree from an accredited institution of higher learning. Employees who have obtained a Doctoral degree or both a Master's & Doctoral degree from an accredited

institution of higher learning, will be paid an annual stipend of two thousand dollars (\$2,000).

13.8 Longevity Increments

The District shall provide for longevity increments on the basis of service at the 15th, 18th, 21st and 25th consecutive years of service at the columns and amounts indicated on the salary schedule.

13.9 Counselor/Nurse Compensation

All Counselors and Nurses shall be placed on the salary schedule at the step and column as prescribed by this article. They will be compensated for each extra day at their daily per diem rate.

13.10 Librarian Compensation

Librarians have an extended work year of an additional ten (10) days at their daily per diem rate.

13.11 Teacher on Special Assignment (TOSA)

13.11.1 Teachers on Special Assignment may have their work year extended up to an additional five (5) days per year with mutual consent (with the exception of Article 13.11.2)

13.11.2 Teachers on Special Assignment working as Teacher Technology Specialist shall have an extended work year of 205 days.

13.12 School Site Leadership Team

The District will allocate \$600 additional compensation for each school site leadership team member as follows:

Elementary		Must Include
Donner Trail Elementary	3	1 Primary, 1 Intermediate, 1 Additional Position
Truckee Elementary	8	(Pre K-K) Grades 1,2,3,4,5, 2 Additional Positions
Kings Beach Elementary	7	(Pre K-K) Grades 1,2,3,4, 2 Additional Positions
Tahoe Lake Elementary	7	(Pre K-K) Grades 1,2,3,4, 2 Additional Positions
Glenshire Elementary	8	(Pre K-K) Grades 1,2,3,4,5, 2 Additional Positions
Middle School		

Alder Creek Middle School	8	Math, LA, Sci, SS, PE, Sp Ed, 2 Additional Positions
North Tahoe School	9	Math, LA, Sci, SS, PE, Sp Ed, Grade 5, 2 Additional Positions
High School		
Truckee High School	10	Math, Sci, PE, SS, Sp Ed, CTE, World Language, Language Arts, 2 Additional Positions
North Tahoe High School	10	Math, Sci, PE, SS, Sp Ed, CTE, World Language, Language Arts, 2 Additional Positions
Sierra High School/Alt. Ed	3	1 SHS, 1 CSA, 1 Additional Position

13.13 Home and Hospital, and Translating Compensation

Home and Hospital, and Translating personnel shall receive compensation at the rate of \$50.00 per hour for District scheduled class and meeting times.
 Translating will be paid at \$40.00 per hour.

13.14 Athletic, Music, Spirit ,Secondary EL Coordinator and Drama Compensation

- 13.14.1 Employees serving in secondary (Grades 6-12) athletic, music, spirit, drama, and Secondary EL Coordinator positions in the District shall be paid in accordance with the Extra Pay Schedules. The % established below is based on the current salary schedule and Increment Table.
- 13.14.2 The added drama stipend will be 6% for the Director of a dramatic production and 8% for the Director of a musical production. The stipend is conditional upon the performance of a full production, no more than one (1) each semester, to which the public is invited. One (1) of the productions may be a musical. The drama stipend shall be available to high school or middle school employees, but the production shall be a high school program.
- 13.14.3 An added stipend of 4% will be paid for the assistant director of a musical production.
- 13.14.4 The added stipend of 12% per year for the middle and high school music teacher is conditional upon added music activities, which shall include the following or their equivalent: performance at home league football games; performance home league

basketball games; holiday concert (band and chorus); Song Fest (band and chorus); competition in one or more music festivals (band and chorus); exchange concerts with other schools (band and chorus) or various field trips to musical events (band and chorus); Graduation (band and/or chorus); community events (band and chorus).

13.14.4.1 The added stipend of the music teacher may be prorated per the decision of the Superintendent Chief Learning Officer or designee and the immediate supervisor in exchange for partial service of the above.

13.14.5 If coaching, music or drama services are interrupted, the returning coach, music, or drama staff member will be placed on his/her salary schedule at the step and column where they last ended their service.

13.15 Other Compensation

A unit member may earn extra compensation outside the professional workday using the following schedule:

- \$25.00 Per Hour (Non-Academic Extracurricular Duties)
- \$35.00 Per Hour (Curriculum Development & Committee Work)
- \$45.00 Per Hour (Planning, Preparation & Presenting Student Instruction such as extended school year program)
- \$40.00 flat fee per game/match for high school/middle school athletics scorekeeping and clock (volleyball and basketball) and clock (football).
- \$100 per night, per member, for any approved overnight educational field trip. Every effort will be made to maintain class size commensurate with grade level maximum class sizes as stated in Article 11.1. The stipend will be payable in the next regular monthly payroll following the month of the overnight field trip. This excludes athletic field trips. All overnight field trips are optional for teachers.

13.16 Committee Assignment Compensation

13.16.1 It is expressly understood that a teacher's professional responsibility includes various committee assignments such as curriculum development, in-service, etc.

13.16.2 Participation on such committees should normally take place during the course of the school year. It is understood that committee work which must take place outside a normal work day as defined in Article 4.1.1. shall be compensated; this shall specifically be interpreted as after 5:30 pm or on non-contractual days, and shall be compensated at the rate of \$35.00 per hour or the equivalent, \$175.00/day.

13.17 Teacher Coverage

In cases where staff fill in to provide teacher coverage in lieu of a substitute, the rate of compensation will be \$45/hour for taking an entire class or their share of that amount, to be no less than \$15.00/hour if a class is divided into three or more rooms.

13.18 Teacher assigned to teach a class or section in addition to full-time employment status

13.18.1 If the school operates on a 6 period day, the teacher would be paid an additional 20% of his or her daily rate.

13.18.2 If the school operates on a 4 period block schedule, the teacher would be paid an additional 33.33% of his/her daily rate.

13.19 IRC 125

The District will offer unit members an IRC 125 plan to the maximum limits permitted by law.

13.20 The District shall retain all rights, responsibility and control in the selection, hiring, evaluation, termination and in-servicing of all music, drama, yearbook, athletic and academic team coaching positions regardless of whether these positions are paid for out of district monies or paid for with non-district monies.

13.21 Increment Table for Percentage Based Stipends:

Year	% Multiplied by Salary Figure At
First-Second	Col. 3, Step 3
Third-Fourth	Col. 3, Step 4
Fifth-Sixth	Col. 3, Step 5
Seventh- Eighth	Col. 3, Step 6
Ninth-Tenth	Col. 3, Step 7
More than Ten Years	Col. 3, Step 8

HIGH SCHOOL ATHLETICS EXTRA PAY SCHEDULES		
Stipend: Dollar Amount or % of Current Salary Schedule as Referenced in Increment Schedule		
Athletic Director		8% & 1 Release Period for 4X4 Block Schedule and 2 Release Periods for 6

		Period or Modified Block Day
Alpine Skiing [Men & Women's Combined]	Men/Women Combined	8%
Alpine Skiing Assistant	[1] Only	\$2,000
Baseball	Varsity Men's	8%
Baseball	Assistant Varsity Men's	\$2,000
Baseball	Junior Varsity	\$2,000
Baseball	Freshman	\$1,500
Basketball	Varsity Men/Women	8%
Basketball	Assistant Varsity Men/Women	\$2,000
Basketball	Junior Varsity Men/Women	\$2,000
Basketball	Freshman Men/Women	\$1,500
Cheerleading	[1] Coach	5%
Cheerleading (if team is ≥ 25)	[1] Assistant	\$2000
Cross Country Running	Varsity Men/Women Combined	8%
Cross Country Running Assistant	Varsity Men/Women Combined	\$2,000
Football	Varsity	8%
Football	Varsity [2] Assistants	\$2,000 Each
Football	Junior Varsity	\$2,000
Football	Freshman	\$1,500
Golf	Men's	5%
Golf	Women's	5%
Intramural Athletic Director		8%
Nordic Skiing	Men/Women Combined	8%
Nordic Skiing	[1] Assistant	\$2,000
Snowboarding	[1] Coach Only Men/Women Combined	5%
Snowboarding (if team is ≥ 25)	[1] Assistant Men/Women Combined	\$2000
Soccer	Varsity Men/Women	8%

Soccer	Assistant Varsity Men/Women	\$2,000
Soccer	Junior Varsity Men/Women	\$2,000
Soccer	Freshman Men/Women	\$1,500
Softball	Varsity Women's	8%
Softball	Assistant Varsity Women's	\$2,000
Softball	Junior Varsity	\$2,000
Softball	Freshman	\$1,500
Swimming	[1] Coach Only Men/Women Combined	5%
Tennis	Men's Team	5%
Tennis	Women's Team	5%
Track	Men/Women Combined	8%
Track	[2] Assistant	\$2,000 Each
Volleyball	Women's	8%
Volleyball	Assistant Varsity	\$2,000
Volleyball	Junior Varsity	\$2,000
Volleyball	Freshman	\$1,500
Wrestling	[1] Coach	5%

HIGH SCHOOL MUSIC/DRAMA/ACADEMICS EXTRA PAY SCHEDULE	
Dollar Amount or % of Current Salary Schedule as Referenced in Increment Schedule	
Academic Student Team Coaching	\$800
Academic Student Team Coaching Assistant	\$400
Coordinator of Student Activities	12%
Curriculum Teacher Facilitator	\$2,000
Drama – Drama Production	6%
Drama – Musical Production	8%
Drama – Assistant Director Musical	4%
High School Yearbook	6% If Not Offered as a Class
LITES [Leaders Integrating Technology in Education]	Enrollment Divided by 100 x \$500
Music – Instrumental	12%
SST/SART Coordinator	\$1,000
504 Coordinator	\$1,000
Theater Operations AV Specialist	6%
Secondary EL Coordinator	8%
Athlete Committed	\$3,000

Link Crew	\$2,000
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NOTE: If site level funds are available the site principal may offer compensation for specific temporary work needed according to Section 13.15.

MIDDLE SCHOOL ATHLETIC EXTRA PAY SCHEDULE	
Dollar Amount or % of Current Salary Schedule as Referenced in Increment Schedule	
Athletic Director	2.5%
Girls Basketball 6/7	2.0%
Girls Basketball 8	2.0%
Boys Basketball 6/7	2.0%
Boys Basketball 8	2.0%
Cross Country	2.0%
Assistant Cross Country	\$800
Nordic	2.0%
Nordic Assistant	\$800
Volleyball 6/7	2.0%
Volleyball 8	2.0%
Track	2.0%
Track Assistant	\$800
Wrestling	2.0%
Boys Soccer	2.0%
Girls Soccer	2.0%

The increment salary schedule will be applied for percentage based stipends for all middle school athletic positions starting July 1, 2018.

MIDDLE SCHOOL ACADEMIC EXTRA PAY SCHEDULE	
Dollar Amount or % of Current Salary Schedule as Referenced in Increment Schedule	
Curriculum Teacher Facilitators	\$2,000
LITES [Leadership Integrating Technology in Education]	Enrollment Divided by 100 x \$500
Music	12%
SST/SART Coordinator	\$1,000
504 Coordinator	\$1,000
Student Activities Coordinator	\$1,000
Theater Operations AV Specialist	\$800
Yearbook	6% If Not Offered as a Class
Secondary EL Coordinator	8%

NOTE: If site level funds are available the site principal may offer compensation for specific temporary work needed according to Section 13.15.

ELEMENTARY ACADEMIC EXTRA PAY SCHEDULE	
Curriculum Teacher Facilitator	\$2,000
Lites [iLearn]	\$2,000
LITES [Leadership Integrating Technology in Education]	Enrollment Divided by 100 x \$500
SST/SART Coordinator [1 Per Site]	\$1,000
504 Coordinator	\$1,000
Theater Operations AV Specialist	\$600

NOTE: If site level funds are available the site principal may offer compensation for specific temporary work needed according to Section 13.15.

K-12 EXTRA PAY SCHEDULE	
Bilingual Education/BCLAD assigned to a Primary Language Program	\$1,500
Bilingual Education/BCLAD not assigned to a Primary Language Program	\$750
Leadership Team per Article 13.12 Department Chairperson/Grade Level Chair Leaders	\$600
Doctoral Degree	\$2,000
Home & Hospital	\$50 Per Hour
Master's Degree	\$1,000
Master's + Doctoral	\$2,000
Special Education - Per Article 13.5	\$2,000
Translating	\$40 Per Hour

ARTICLE 14 SAVINGS PROVISION

- 14.1 If any provisions of this agreement are held to be contrary to law by the Public Employment Relations Board or a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions of this agreement shall continue in full force and effect. If a provision is deemed to be invalid, the parties shall meet to renegotiate the provision deemed invalid by request of either party.

ARTICLE 15 SCOPE OF BARGAINING

- 15.1 The parties agree that Section 3543.2 of the Government Code (SB 160) defines the scope of representation for meeting and negotiation and further agree that Section 3543.2 of the Government Code states the public school employer may consult with any employee or employee organization on matters outside the scope of representation.
- 15.2 Any policies or rules and regulations that the District may adopt shall not conflict with the provisions of this agreement.

ARTICLE 16 SUMMER SCHOOL

- 16.1 The District shall have the right to operate a summer session annually adhering to state law and the provisions of this contract.
- 16.2 Teachers shall be selected following all provisions of fair hiring practices, appropriate credentials, and the provisions of this contract. District teachers shall have preference over any other applicants for summer school positions.
- 16.3 Teachers will be expected to work a maximum of five hours per day or equivalent; four hours of teaching and one hour of preparation/supervision.
- 16.4 Salary will be \$45.00 per hour for each assigned hour. Each full-time teacher (54 hours) will receive one (1) earned sick leave day. (Part-time teachers will earn the appropriate additional sick leave, e.g. two and one-half hour (2 1/2) assignment 1/2 day earned.)
- 16.5 Classes will be determined by May 1st from a list generated by teachers, administrators and Board approved curricular offerings. After classes are determined, district teachers shall be given preference over other applicants for these summer school sessions.

- 16.6 Summer school notification will be given to all teacher applicants before the end of the current school year.
- 16.7 Extended School Year Special Education Summer School (ESY). The parties agree that unit members who work during ESY summer school shall be paid their per diem rate proportionate to the workday. (i.e. per diem rate paid hourly.)