



Grass Valley School District

**Agreement Between
Grass Valley School District &
Grass Valley Teachers' Association
2020-2021**



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ARTICLE I

Agreement

- A. The Articles and provisions contained herein constitute an Agreement between the Governing Board of the Grass Valley School District (Board), and the Grass Valley Teachers' Association, an affiliate of CTA/NEA ("Association"), an employee organization.
- B. This Agreement is entered into pursuant to the provisions of the Rodda Act.

ARTICLE 2

Recognition

The Board recognizes the Association as the exclusive representative of all non-management certificated employees currently employed by the District and excluding employees of the Grass Valley Charter School and all management employees of the district; i.e. currently Superintendent, Directors, Principals, Assistant Principals, and Psychologists; as well as Supervisory and Confidential employees as defined in the Rodda Act for purposes of meeting and negotiating.

ARTICLE 3

Work Day

Employee workdays shall be 7 hours, exclusive of the duty-free, 30-minute lunchtime. Employees shall be present at their school site at least 30 minutes before the start of the school day.

1. Additional time will be required for Back-to-School Night and Open House. Individual school sites will develop a process to establish and schedule staff meetings, committee assignments and additional activities as needed for the operation of that school.
2. Employees not scheduled for required activities or duties may leave at the close of the instructional day on Fridays.
3. On days when students are released early and there are no additional requirements of teachers, the teacher may leave fifteen (15) minutes after the final dismissal of students. Notification to the immediate supervisor or the designee is required.
4. If a teacher needs to leave prior to completing the 7-hour day, or prior to 4:00 p.m., notification shall be given to the immediate supervisor or designee.
5. Teachers must make every effort to attend regularly scheduled requirements.

Collaboration (Board Approved 06/12/12) (Board Approved 05/24/16)

Collaboration Time: 2:15 – 3:15 – Uninterrupted Collaboration Time. ~~Ten (10) will be used for Professional Development annually.~~

Ten (10) days of Uninterrupted Collaboration Time or 600 total minutes will be used for Professional Development annually.

If the 600 minutes encroaches on Individual Planning Time, that time will be rescheduled during Uninterrupted Collaboration Time on a future collaboration day.

3:15 – 4:00 – Individual Planning Time

~~4:30 – 2:30 – Uninterrupted Collaborative Time~~

~~2:30 – 3:00 – Flex time (can be continued collaboration time or individual planning time, depending on the collaborative team needs)~~

~~3:00 – 4:00 – Individual Planning Time~~

1. Collaboration teams will examine and analyze data from *district-wide benchmark exams. They will also schedule and analyze* ~~and~~ grade level assessments and develop a plan for re-teaching, remediation or extension. *Collaboration will follow the best practices of Professional Learning Communities (PLC).* ~~Teacher driven meetings will cover the following:~~
2. Teams will come up with a written record (*Ex: Google Docs*) and an agenda for the next collaboration meeting.
3. ~~Each spring~~ A team of teachers *at each site* will work with district administration to develop a collaboration calendar framework and Professional Development schedule ~~for the following school year~~ for each trimester, as needed.

ARTICLE 4

Work Year

The teacher work year shall be ~~188-187~~ **186** workdays:

1. Two (2) days shall be pre-school workdays.
2. Two (2) days shall be parent-teacher conference days.
 - a. Some of this time may be used for in-service based on site needs as determined by the site administrator.
3. One hundred eighty (180) days shall be student instruction days.
4. **Four (4)** days shall be in-service days, which are not counted as student instruction days.

Revised: 04/26/19

Revised: 04/23/20 Ballot item #6 approved 05/12/20

ARTICLE 5

Class Size

- A. The District's overall average ratio of pupils to classroom teachers will not exceed 28 to 1. State mandated class sizes shall not be included in calculating overall average of pupils per classroom teacher. (Revision: 12/6/96)
- B. The average may be exceeded by 10% if unanticipated increased enrollment occurs.
- C. Legal limits will be adhered to in the following classes and will not be included in the above average:
 - 1. Special education classes
 - 2. Educationally handicapped classes
 - 3. Title I classes
- D. Specialists are not included in this ratio. Examples include: Speech Therapist, Psychologists, Nurses, Music Specialists, PE Specialists, Behavior Specialists, Technology Specialists, etc.

Board Approved 3/11/14

ARTICLE 6

Teacher Support And Evaluation

The purpose of teacher evaluation is to maintain or improve the quality of education in the district. It is understood and agreed that this objective can be most easily achieved if the district administrators assist all certificated employees in improving their professional skills.

- A. Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows:
 - (1) At least once each school year for probationary personnel.
 - (2) At least every other year for personnel with permanent status.
 - (3) At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal ~~No Child left behind Act of 2001 (20 U.S.C. Sec. 6301, et seq.), as defined in 20 U.S. C. Sec. 7801,~~ and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time. Withdrawal of consent may affect the normal evaluation timeline.
- B. Areas for teacher evaluation are summarized in the *Certificated Evaluation Criteria (CEC) form. The *Summative Evaluation is based on the *formal observation process as well as informal job-related observations held throughout the year. *Informal observations include, but are not limited to, the evaluator's observation or knowledge of the employee's performance during classroom visitations outside of the formal observation cycle, playground and duty assignments, staff and parent meetings, and other assigned school responsibilities.
- C. The *Summative Evaluation shall include the following forms:
 - 1. *CEC form completed by the *evaluator
 - 2. Additional written evaluation by evaluator (optional)
 - 3. CEC form completed by teacher
 - 4. *Self-evaluation narrative written by the teacher
 - 5. Individual Growth Plan
- D. Other factors in the support and evaluation process include:
 - 1. The site principal shall be the administrator responsible for conducting teacher evaluations at his/her site. At a site with multiple administrators, the site principal shall be responsible for assigning teachers to specific administrators for evaluation.
 - 2. At any time during the evaluation cycle, employees may request and, with the approval of the evaluator, be assigned another administrator in the District to conduct the evaluation.
 - 3. An evaluation which contains any “*Less than Effective” rating may include the requirement that the employee participate in a plan/program designed to improve the appropriate areas(s). All necessary and actual expenses for such a program shall be paid by the District. Teachers shall not be required to attend such programs outside of the regularly contracted school year, days and hours (with up to one hour additional travel time each way for regional programs) without the mutual consent of the teacher and the site principal.

ARTICLE 6 (continued)

4. An evaluation which contains an overall “*Less than Effective” rating shall include the requirement that the employee participate in a plan/program designed to improve the appropriate area(s) as specified in the *Remediation Plan. All necessary and actual expenses for such a program shall be paid by the District. Teachers shall not be required to attend such programs outside of the regularly contracted school year, days and hours (with up to one hour additional travel time each way for regional programs) without the mutual consent of the teacher and the site principal.
5. If a *permanent employee has received an overall “*Less than Effective” evaluation, he/she shall be evaluated annually until he/she achieves an *effective evaluation or is separated from the District.
6. The evaluation process will be modified to better meet the job descriptions of district psychologists and district nurses. Classroom observations as described in the flowchart will not be used. An alternative summative evaluation form will be used in place of the CEC form. All other processes described in the flowchart will be employed.

* All asterisked items in this article and the accompanying flowchart are defined in the glossary.

E. Behavior, which may require immediate corrective action:

If an administrator has concerns about an employee’s job behavior or performance that require immediate cessation or modification, the following steps shall be followed within three working days of a specific incident, observation or notification. Incidents of a serious nature may result in the by passing of one or more of these steps.

1. Verbal warning
2. Written warning
3. Written reprimand (to be placed in the employee’s personnel file)
4. “*Less than Effective” Evaluation
5. Formal disciplinary process (Board Policy 4160)

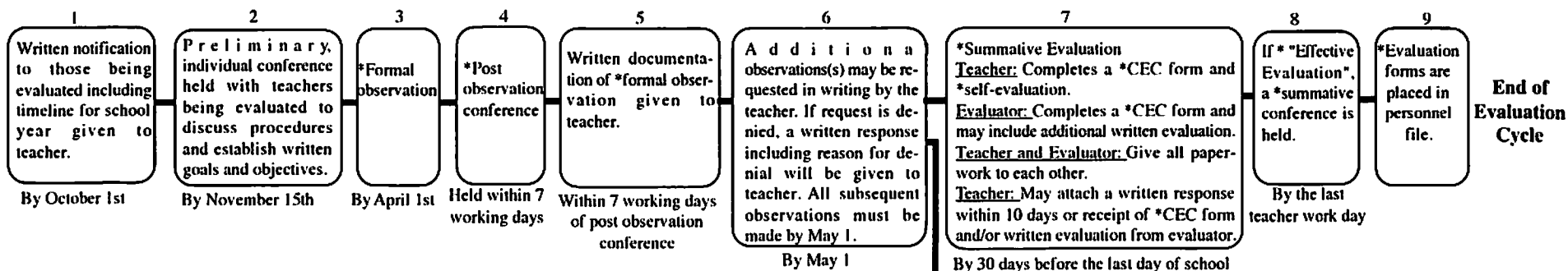
The attached flowchart specifies the actual steps and time line of the evaluation process.

* All asterisked items in this article and the accompanying flowchart are defined in the glossary.

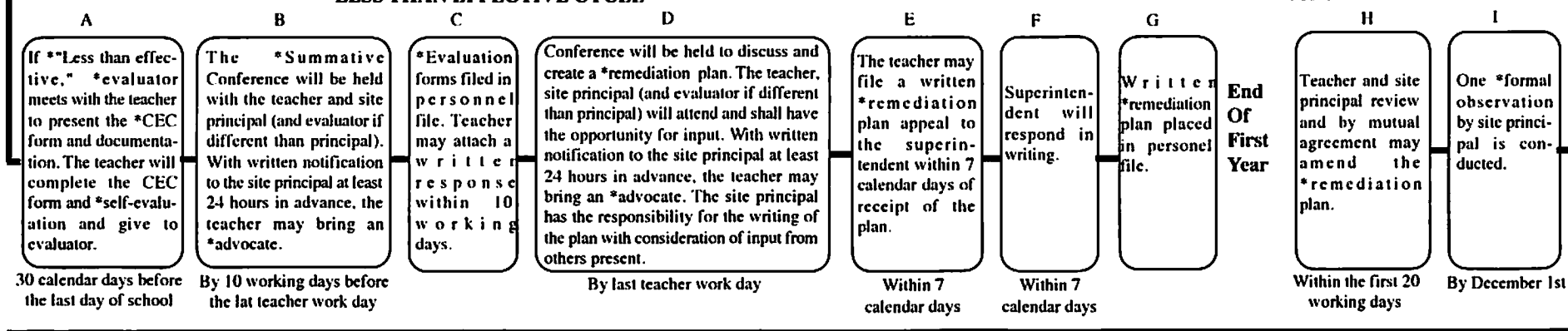
SUPPORT AND EVALUATION PROCESS FOR PERMANENT AND PROBATIONARY CERTIFICATED STAFF

Revised 11/14/97

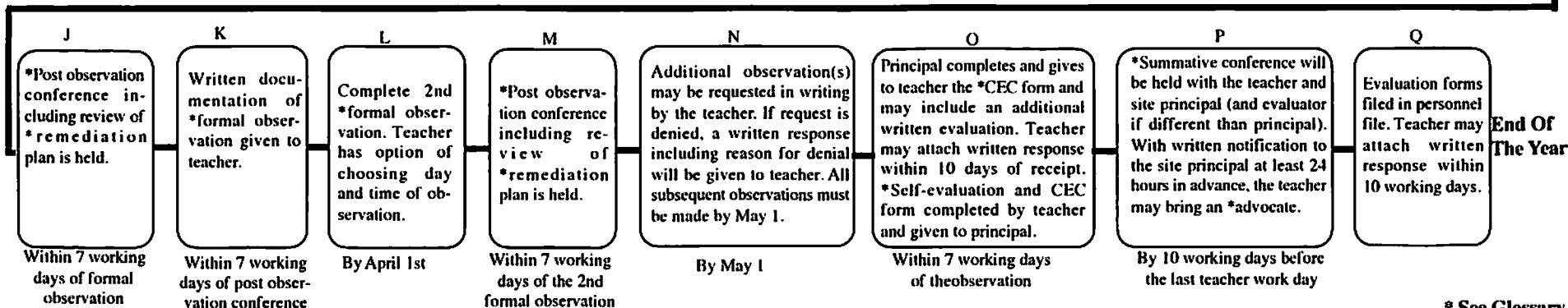
EFFECTIVE CYCLE



LESS THAN EFFECTIVE CYCLE



THE NEXT SCHOOL YEAR



* See Glossary

ARTICLE 6 (continued)

Glossary Of Terms

Advocate	A person who is invited by the teacher to attend an evaluation conference
Certificated Evaluation Criteria (C.E.C.)	A form completed independently by both the teacher and the evaluator, which delineates the areas, evaluated. Each area is rated as "Meets or Exceeds," "Needs Improvement," or "Less than Effective." In addition, the concluding portion of the form includes an optional Summative narrative. Finally, an overall rating is given of "Effective" or "Less than Effective."
Effective Evaluation	This is determined by the rating given to the teacher by the evaluator in the overall summative evaluation portion of the Certificated Evaluation Criteria (CEC) form.
Evaluation Forms	Forms available for use in the evaluation process include the Certificated Evaluation Criteria (CEC) form, Classroom Observation form, Teacher Self-Evaluation form, Evaluator's Written form and Individual Goals and Objectives form.
Evaluator	This is an administrator who has an evaluation certificate which has been approved by the Board and is on file in the district office.
Formal Observation	An evaluator's observation of a teacher is scheduled or unscheduled by mutual agreement. The observation shall be at least 30 minutes long or preferable one full teaching lesson. The observation shall be followed by a post observation conference.
Informal Observation	Any observation made by an evaluator in the course of a school day or a school-authorized activity, which may or may not include a written document. Informal observations include, but are not limited to, the evaluator's observation or knowledge of the employee's performance during classroom visitations outside of the formal observation cycle, playground and duty assignments, staff and parent meetings, and other assigned school responsibilities.
"Less than Effective" Evaluation	This is determined by the rating given to the teacher by the evaluator in the overall summative evaluation portion of the Certificated Criteria (CEC) form. A "Less Than Effective Rating" may also be given in one or more of the five areas of evaluation on the CEC form. One or more such individual Less Than Effective ratings may result in an overall "Less Than Effective rating." This equates to "unsatisfactory" as used in district policy and state law.
Permanent Teacher	A non-temporary certificated employee who begins his/her third year after serving successfully for two consecutive years as a probationary teacher in the District and is regularly credentialed (often referred to as "tenured").

ARTICLE 6 (continued)

Glossary of Terms

Post Observation Conference	Conference held between the teacher and the evaluator following a formal observation to discuss the observation.
Probationary Teacher	A non-temporary certificated employee who is serving in the first or second consecutive year with the district. As per Education Code Section 44929, a probationary teacher may be dismissed without cause.
Remediation Plan	<p>The plan, written by the site principal, with input from the teacher, the evaluator and advocate, designed to assist and support the teacher to receive an effective evaluation during the following school year. The plan shall include specific expectations for improvement. The remediation activities shall be:</p> <ul style="list-style-type: none">• At the expense of the District• During the regularly contracted school year, days and hours (with up to one hour additional travel time each way for regional programs.) <p>The remediation activities may fall outside this framework with the mutual consent of the teacher and the site principal.</p>
Remediation Plan Appeal	If a teacher does not agree with the terms of the Remediation Plan, a written appeal may be submitted to the Superintendent. The written appeal is a request to the Superintendent for a review of the Remediation Plan. The appeal should state clearly and concisely the modification(s) sought.
Self-Evaluation	The narrative document written by the teacher, which evaluates the achievement of the previously established goals and objectives for the year.
Summative Conference	The concluding conference held to discuss the results of the total evaluation process.
Summative Evaluation	End of year overall evaluation that is based on the formal observation process as well as informal job related observations held throughout the year.
Temporary Employee	An employee holding a temporary position that is available because another employee is on leave.

ARTICLE 7

Personnel Files

- A. Materials in personnel files of employees, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved.
- B. Such material is not to include ratings, reports, or records which:
 - 1. Were obtained prior to the employment of the person involved.
 - 2. Were prepared by identifiable examination committee members, or
 - 3. Were obtained in connection with a promotional examination.
- C. Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district.
- D. Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
- E. Information of a derogatory or critical nature, if entered, shall only be entered or filed in an employee's personnel file during the school year in which the incident in question occurred.

ARTICLE 8

Assignment and Transfer

Assignments

- A. An assignment is defined as ~~a specific position within a school~~ *the grade level and/or subject on your contract OR the grade level and/or subject currently taught. (Board Approved 05/09/17)*. Whether or not an opening at any given school is available, teachers wishing to request a reassignment may complete a "Request for New Assignment" form, which will be made available in each school. The completed form may be given to the site principal at any time and will be kept on file through February of the following year. A teacher may place a copy in his/her personnel file.
- B. Assignments may be voluntary or involuntary. Voluntary assignments will be solicited and considered by the principal before involuntary consistent with "A" above. Requests for reassignment may originate with the employee or the principal, and will be given full consideration in light of the best interests of the employee, school and district.
- C. An involuntary assignment or reassignment may be made by the principal and/or superintendent if deemed to be in the best interest of the school or district. Involuntarily reassigned teachers may request and shall receive written and/or verbal explanation.
- D. The principal will consider all applications and make the final decision. The principal shall consider, but not be limited to, the following criteria in making a reassignment decision:
1. Seniority, number of times requesting the assignment, and prior number of reassignments will be strongly considered in determining reassignments and transfers.
 2. Best interests of students
 3. Special qualifications needed
 4. Balance among the staff
 5. Smooth functioning of the school
 6. Other criteria related to the specific position
- E. Recognizing that reassignments can be traumatic for the staff involved, it is the intent of this contract to set guidelines and procedures that treat all staff consistently, that effectively communicate openings, and that inform staff members of a reassignment at the earliest possible date.
- Once it is determined that an opening exists, the principal shall post the opening in a designated area. An opening exists when the principal does not initiate an assignment/reassignment to fill a particular position (the principal may make several reassignments before a position is declared open). Teachers will be notified of a reassignment at the earliest possible date.
- F. Once a teacher has been notified of a reassignment, he or she will be given assistance and support for the new assignment. These may include, but not be limited to: being assigned a mentor, visiting other classrooms, attending seminars relevant to the new assignment as well as meeting and planning with teachers in the new grade level or assignment. Administrators and re-assigned teachers shall utilize the "Assignment Support Form" as a means of supporting the reassigned teachers. *See Appendix F (Board Approved 05/09/17)*
- G. Employees who submitted a "Request for a New Assignment" form may request and shall receive a verbal or written explanation for the principal's final decision.

ARTICLE 8 (continued)

Transfers

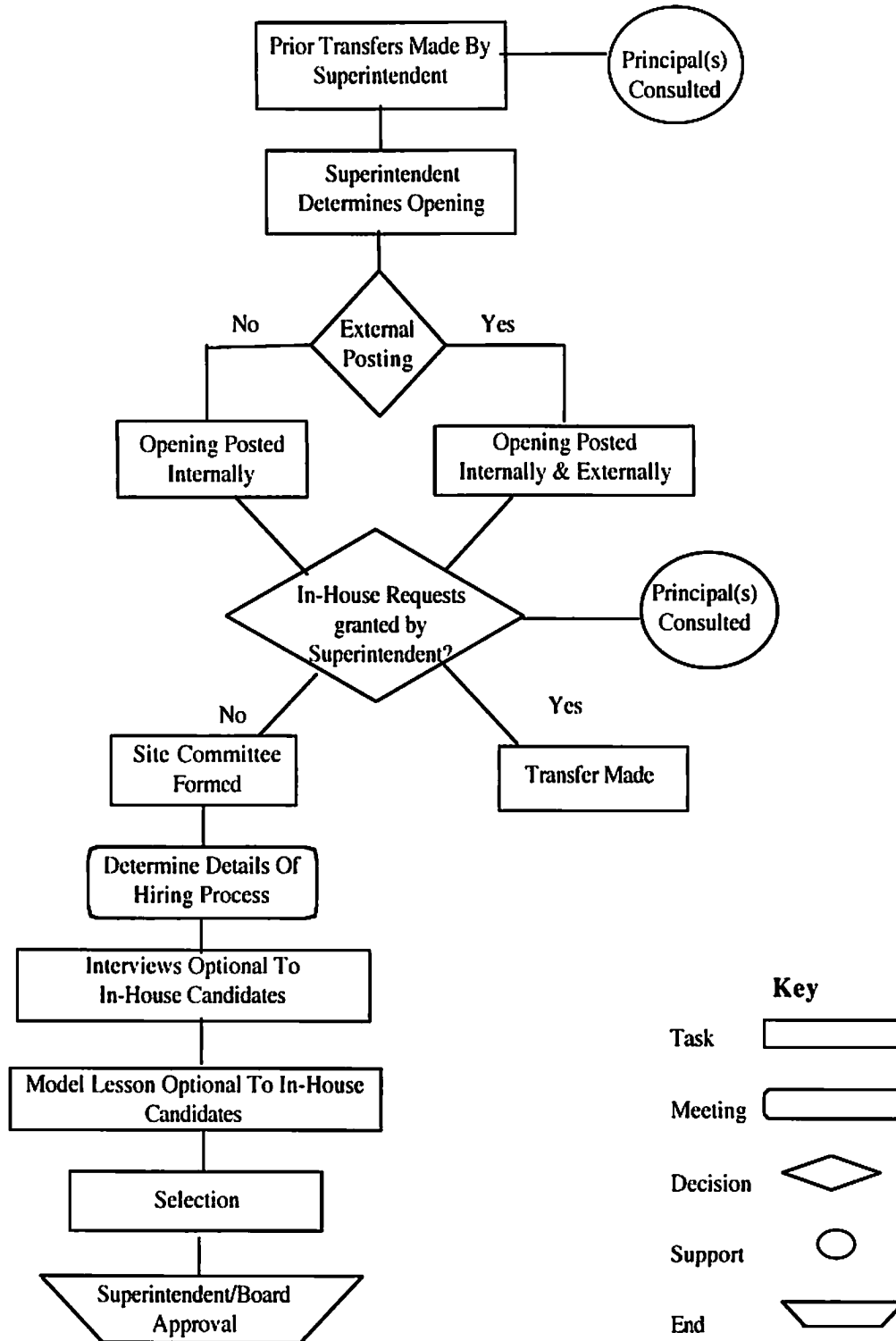
- A. A transfer is defined as a change in work site(s) within the district. Should an employee of the Grass Valley School District request a transfer to another school within the district the following process shall be in place to facilitate the employee's interest in changing work sites, and the district's interest in filling the opening in a timely manner.
- B. Employees interested in a transfer to another site should complete a Request for Transfer form even if no positions are currently available. An opening exists when the superintendent does not initiate a transfer to fill a particular position (the Superintendent may make several transfers before a position is declared open).

Except when there are circumstances, which require immediate action, the district agrees to announce its intent to fill specific openings. A copy of such announcements shall be posted at each school and the District Office in a designated area, and a copy shall also be forwarded to the Association President. Outside advertising may occur concurrently with the internal posting. Except in an emergency situation, openings will be posted a minimum of one week before the filing deadline. Additionally, the superintendent shall endeavor to notify staff of areas of future openings whenever possible.

The superintendent, after consulting with principals, will consider all current employees expressing interest in an opening prior to interviewing outside candidates.

- C. Request for Transfer forms shall be available to employees at each school site. The completed form should be given to the Superintendent. The form may be submitted at any time. All forms will be kept on file through the following February. After that time, the employee must resubmit another form if still desiring a transfer.
- D. When an opening has been determined and not been filled by the Superintendent, a site committee shall be formed at the school in which the opening is located. The committee shall include the principal and teachers from the site.
- E. Each site committee shall require outside candidates to be interviewed and teach a model lesson. The interview and model lesson are optional for interested in-house employees. All interested in-house candidates are to be considered by the site committee whether or not they have requested an interview or taught a model lesson.
- F. The principal shall have the final say regarding the committee's recommendation. Employees who are not selected may request and shall receive a verbal or written explanation of the final decision from the site principal.
- G. In determining whether an open position at a school will be filled by a transfer from another school site or an outside hire, every effort will be made to honor teachers' requests for transfer. However, other factors will also need to be taken into consideration, such as the following:
 - 1. Best interest of the district
 - 2. Best interest of students
 - 3. Special qualifications needed
 - 4. Balance among staff
 - 5. Other criteria related to the specific position
- H. The Superintendent shall consider voluntary before involuntary transfers for openings.
- I. The Superintendent shall have authority to initiate or negate any and all transfers if in his/her opinion it is in the best interest of the district.
- J. Once a teacher has been notified of a transfer, he or she will be given assistance and support for the new assignment. These may include, but not be limited to: visiting other classrooms, attending seminars relevant to the new assignment as well as meeting and planning with teachers in the new grade level or assignment.

Transfer Process



ARTICLE 9

Safety

- A. The District is checked periodically for health and safety conditions at the district office and individual schools. This inspection includes, but is not limited to:
 - 1. Fire Marshall
 - 2. County Health Department
 - 3. Safety and Sanitary Inspection
 - 4. Liability Insurance Inspection
 - 5. Occupational Safety Health Act Inspection
- B. The District will make every effort to correct any and all health or safety conditions if determined through section "A" above.
- C. Employees are required to be safety conscious in their own actions and to report known health and/or safety hazards to the appropriate administrator.

ARTICLE 10

Leaves of Absence

Sick Leave

Each unit member shall be entitled to ten (10) days paid sick leave for each year of employment. Unused sick leave shall accrue from school year to school year. Sick leave entitlement shall be prorated for part-time unit members. Sick leave may be utilized for absence due to unit member illness or injury and medically related appointments. Sick leave may also be utilized to attend to an illness or injury of a child, parent, spouse, or registered domestic partner or parent of a registered domestic partner as defined in California Labor Code 233 and Title 29. (12/05/02)

Personal Necessity Leave

Each unit member shall be entitled to use **up to eight (8) days of his/her accumulated sick leave allotment** during any school year in case of personal necessity. Earliest possible notification shall be given. "Personal Necessity" is defined as:

1. Death or serious illness of a unit member of the unit member's immediate family
2. Accident involving the person or property of the unit member or the person or property of the unit member's immediate family
3. Inability to get to assigned place of duty due to circumstances beyond unit member's control

Personal Leave

Of the eight (8) days of **Personal Necessity Leave**, unit members are entitled to **use up to five (5) of those days per year**, non cumulative, for the purpose of conducting such personal matters as cannot practicably be conducted outside the normal work day. At least two (2) days advance notice shall be given when possible. No more than 10% of the total staff may utilize this leave on any given day, except with administrative approval. "The district shall not require the unit member to use **Personal Leave** to conduct school business. If a unit member chooses to use Personal Leave for a school related event s/he would not be covered under Workers' Compensation.

Extended Illness Leave

After all earned sick leave days at full pay have been used and additional absence due to illness or injury is necessary, a unit member shall receive the difference between his/her own salary and the amount paid to his/her substitute for a total of five (5) school months or one hundred (100) days. Differential pay also applies when a substitute is not employed. ***Certificated employees receiving sub differential shall be paid at least 50% of their gross daily wages.***

January 2019 – IBB Notes

To be eligible for such leave and the accompanying differential pay when absent due to illness or injury during the five-month period, a unit member may be required to provide written medical verification for absence. There shall be one 100-day differential period per school year, which is non-cumulative.

A unit member shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the unit member may take the balance of the five (5) month period in a subsequent school year. Only one (1) differential period for each separate "condition" shall be permitted. (EC §44977)

*highlighted language is to reflect current law and district practices per ballot from 11/15/19

ARTICLE 10 (Continued)

Bereavement Leave

Each unit member shall be entitled to three (3) days paid leave of absence, or five (5) days if out-of-state or one-way travel in excess of 500 miles is involved, on account of death of any member of the unit member's immediate family. This leave shall not be accumulative; shall not be deducted from the unit member's sick leave allotment; the Board shall require the use of benefits authorized under this section before permitting utilization of benefits authorized in Personal Necessity Leave above.

For the purposes of this section and of Personal Necessity Leave above, "Immediate Family" is defined as the mother, father, grandmother, grandfather or a grandchild of the unit member or of the spouse of the unit member; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister or member of the immediate household of the unit member.

Pregnancy Disability Leave (PDL)

If a unit member is disabled by pregnancy, childbirth or related medical conditions, she is eligible to take a pregnancy disability leave (PDL). If she is affected by pregnancy or a related medical condition, she is also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. In addition, if it is medically advisable for the unit member to take intermittent leave or work a reduced schedule, the District will evaluate through its interactive process / reasonable accommodation procedure a potential temporary transfer to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of intermittent leave.

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four months (or 88 workdays for a full-time unit member) per pregnancy.

The PDL does not need to be taken in one continuous period of time, but can be taken on an as-needed basis.

Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery is covered by California PDL.

The unit member is required to obtain a certification from her health care provider verifying her pregnancy disability or the medical advisability for a transfer.

Parental Leave—(Applies to both mother and father)

*Pursuant to the California Family Rights Act (CFRA), a unit member may elect to take leave to bond with a newborn child for up to twelve (12) workweeks. This leave may commence the unit member's release from PDL leave. Parental leave is paid. Such leave may be used up to one year following the birth of the child. Unit members who are fathers may take parental leave for up to twelve (12) workweeks within the first year following the birth, adoption or placement of a foster care child. Parental leave is paid. **Replace with Family Care Leave***

California Family Rights Act and Family and Medical Leave Act

Unit members shall be afforded their rights pursuant to the California Family Rights Act and Family and Medical Leave Act.

Family Care Leave – Eligibility, Definitions and Basic Terms

Eligible bargaining unit members may request unpaid FMLA leave of absence for up to 12 workweeks within a 12 month period to:

- *Birth and care of a newborn child of the employee;*

- Placement of a son or daughter with the employee for adoption or foster care;
- Care for a spouse, son, daughter or parent with a serious health condition;
- Take medical leave when the employee is unable to work due to a serious health condition.

To be eligible for Family Care Leave (FMLA and CFRA) bargaining unit members must have worked for the District for a total of 12 months (52 weeks). A unit member who is also taking a PDL leave for conditions of pregnancy, childbirth or recovery who has not been employed by the district for a least 52 weeks prior to the start of the PDL leave, shall earn credit for weeks employed by the District while on PDL leave.

When the leave is for the unit member's own serious health condition or to care for an immediate family member with a serious health condition, the unit member must also have worked at least 1,250 hours in the immediately preceding 12 months.

When the leave is for parental leave to bond with or care for a newborn child or the placement of a son or daughter with the employee for adoption or foster care, a certificated employee is not required to have worked 1,250 hours in the immediately preceding 12 months to be eligible for Paid Parental Leave under CA. Education Code Section 44977.5; however, an employee will not be eligible to apply FMLA-CFRA child bonding leave unless the unit member meets the 1,250 actual hours worked eligibility requirement.

With the exception of the 1,250 hours worked eligibility requirement to apply CFRA child bonding leave, all other terms and conditions of the CFRA shall apply to this leave.

Paid Parental Leave runs concurrently (at the same time) with FMLA and/or CFRA (if the employee otherwise meets the eligibility requirements).

When the unit member has worked at least 1,250 hours in the preceding 12 months, the leave will be designated under CFRA, which will be applied concurrently with paid leave under Education Code Section 44977.5. When the unit member has not worked 1,250 hours, the leave will be designated as Parental Leave under Education Code Section 44977.5.

The District's 12-month year for FMLA-CFRA purposes is the Fiscal year, from July 1st through June 30th.

When the leave is to care for a spouse, son, daughter or parent with a serious health condition or for the unit member's own serious health condition, there is no carry-over of unused FMLA-CFRA leave from one 12-month period to the next 12 month period.

Parental Leave for the birth and care of a newborn, adoptive or foster care child pursuant to Education Code Section 44977.5 may begin in one school year and be completed in the subsequent school year, up to a maximum of 12 weeks for that child.

Bargaining unit members will be eligible to take up to twelve (12) weeks of parental leave for the birth, adoption or foster care for child bonding in each school year. This leave is separate from pregnancy-disability leave that is available for pregnancy, childbirth and recover (PDL).

"Twelve (12) Weeks" shall be defined as contracted work days, 5 days per week x 12 weeks = 60 days for full-time, and shall be prorated for less than full-time.

ARTICLE 10 (Continued)

"Parent" means a biological, foster or adoptive parent, or a person who stood "in loco parentis" to an employee when the employee was a child.

"Child" means a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is either 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.

"Spouse" means a husband or a wife and defined or recognized under state law.

"Domestic Partner" means a registered domestic partner in any County within the State of California and leave to care for a seriously ill Domestic Partner is available only under the California CFRA.

A unit member shall provide reasonable advance notice to the District of the need for family care leave, the date the leave will commence, the estimated duration of the leave. If the need for a leave becomes known more than 30 days prior to the date a leave is to begin, the unit member must provide at least 30 days written advance notice.

Unit members shall complete a Leave-of-Absence Request form, stating the anticipated date, length and other terms of the requested leave. Unit members shall be asked to provide verification of birth, foster care placement, or adoption. The right to take the leave at the time of the unit member's election shall not be withheld by the District.

When the need for the parental leave is foreseeable, unit members will be required to provide reasonable advance notice of the intent to take parental / child bonding leave. This notice requirement applies to leave taken in a continuous block or in intermittent increments of two weeks or more.

If the need for, or timing of the leave is unexpected, unit members should notify their immediate supervisor and the District's human resources department and submit the Leave-of-Absence Request Form as far in advance of the anticipated leave date as is practicable.

Any unit member seeking approval for FMLA-CFRA leave for his or her own serious health condition or to care for an immediate family member with a serious health condition must present a Health Care Provider's Certification to the District to verify his/her serious illness or the serious illness of the unit member's child, spouse, domestic partner (under CFRA) or parent. The District will accept medical verification by the treating health care provider.

Parental Leave Terms and Conditions

The leave may be taken in a continuous block of leave up to a maximum of twelve (12) workweeks. If the school year ends prior to the completion of twelve weeks, the unit member may continue the leave in the next school year up to a maximum of 12 weeks for that child.

ARTICLE 10 (Continued)

As an alternative to a continuous block of 12 weeks, a unit member may use parental leave intermittently. If taken intermittently, must be taken in at least two-week increments of time; however, Parental Leave may be taken in smaller increments on two occasions.

If both parents of a child who are entitled to family care leave under Article 10 of this contract are employed by the District, the District shall not be obligated to grant more than a total of 12 weeks of FMLA-CFRA between the two parents for the birth, adoption or foster care of the child.

Family Care Leave for Serious Health Illness is Unpaid Leave of Absence

A unit member may elect to utilize his/her unused paid sick leave during family care leave when the leave is for his/her own serious health condition. When such paid sick leave is exhausted, the balance of the FMLA leave is unpaid. However, pregnancy disability leave is in addition to the California Family Rights Act (CFRA) and is applied concurrently with the Federal Family & Medical Leave Act (FMLA).

A unit member may apply paid leave accruals, including current and accumulated sick leave and extended illness leave (sub differential) concurrently with family care leave for the member's own serious health condition.

A portion of the unit member's current year sick leave (up to 50%) may be applied as Kin Care for family care leave for an immediate family member (applies to employees who do not qualify for FMLA/CFRA leave). Extended sick leave (sub differential) may not be applied to for an immediate family member with a serious health condition.

Paid Parental Leave Under Education Code Section 44977.5

When the leave is for the birth, adoption or foster care placement of a child, the unit member must first apply "full pay" regular sick leave and full pay accumulated sick leave to the parental leave. Upon exhaustion of all regular and accumulated sick leave, the unit member may apply extended sick leave/sub differential to the remaining portion of the 12-week period. The use of extended sick leave may cross school years, and when it does, the summer shall not count towards or diminish the five months of extended sick leave to be used for parental leave for the new child.

The use of extended sick leave (sub differential) for a parental leave shall not diminish the unit member's eligibility to use extended sick leave for any other eligible purpose, up to a maximum of five months. (Example: a unit member may use 12 weeks – approximately 3 months – for parental leave and the remaining two months for any separate illness or injury of the unit member for which extended sick leave would apply).

Paid parental leave under CFRA and Education Code Section 44977.5 must be used within one year from the date of the child's birth, adoption or foster care placement with the unit member.

Unit Members Using PDL: *A unit member who takes PDL may begin parental leave immediately consecutive to the PDL leave and upon written notice by her health care provider that her period of actual disability for pregnancy, childbirth and recovery has ended. In*

ARTICLE 10 (Continued)

determining CFRA eligibility for the unit member, with respect to the 1,250 hours worked requirement, the "look back" period is the twelve months immediately preceding the start of her PDL leave.

Unit Members Who Do Not Use PDL: A unit member who is the father or second parent may begin parental leave immediately upon the birth, adoption or foster care placement of the child. Alternatively, the unit member may defer the parental leave until a later time, provided the leave is concluded prior to one year from the child's arrival.

Benefit Protections With FMLA-CFRA and Ed Code Section 44977.5 Paid Parental Leave

Health insurance coverage shall be maintained and paid for the District to the same extent that the District paid for the unit member prior to the commencement of the FMLA-CFRA leave and for a period not to exceed 12 workweeks in the 12-month period that constitutes the District's FMLA-CFRA benefit year (the fiscal year).

Parental / Child Bonding leave under this provision is job-protected and benefit-protected to the full extent available under FMLA and CFRA, regardless of whether the unit member has worked 1,250 hours in the immediately preceding 12 months. The District will continue to pay its customary premium contribution and the unit member shall be responsible for payment of his/her contribution. For unit members who first use PDL, followed by parental leave, the District shall continue to pay its customary premium payments during the entire PDL (up to 17.3 weeks) and the parental leave (up to 12 weeks).

Should the deduction for the cost of a substitute exceed the amount of the unit member's regular contribution to group benefits to the extent that the unit member's net payroll check, while in benefit-protected PDL and/or parental leave does not cover the premium contributions, the employee will be responsible for payment of the employee's premium contribution to the District.

The unit member shall receive benefit protection for all other benefits, terms and conditions of employment, including seniority, restoration to the same or identical job, and other terms and conditions of employment available to certificated employees under the Education Code and this Agreement.

The District may recover the premium paid for any unit member who fails to return from leave after the period of leave has expired and as long as the reason for the unit member failed to return from leave is not due to the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave, or other circumstances beyond the control of the employee.

This section of the contract may be reopened at the request of either party when the final State and/or Federal regulations have been adopted and/or are altered.

Leave under this section shall not constitute a break in service.

ARTICLE 10 (Continued)

Industrial Accident and Illness Leave:

Unit members are eligible for leave of absence because of industrial accident or illness, which the District's industrial accident insurance carrier considers a valid claim. Allowable leaves shall not be for more than sixty (60) service days in any one (1) fiscal year for the same accident and shall commence the first day of absence.

1. Leave authorized under this section shall not accumulate.
2. In the event a unit members' period of absence while receiving benefits under this section enters a new school year, such unit member shall be eligible only for that portion of the original benefit, which was not utilized in the first year.
3. Benefits provided in this section are in addition to sick leave benefits. Accordingly, the Board shall not deduct accumulated sick leave from the sick leave allotment of a unit member who is absent under authority of this section.
4. The total of a unit member's temporary disability benefits and the portion of salary due him/her during the absence shall equal but not be more than the full salary.
5. Determination of any unit member's eligibility for benefits authorized shall be with the District's workers' compensation insurance carrier.

Jury Service/Subpoena

A unit member shall be granted a leave of absence without loss of pay when regularly called for jury duty in the manner provided by law. Upon completion of jury service, the unit member shall provide to his/her site administrator or designee a copy of the official court documentation indicating attendance at jury service, upon request. Fees received as a juror, exclusive of transportation, food, and lodging expenses, shall be reimbursed to the District.

Witness Duty

A unit member shall be granted a leave of absence without loss of pay when directed to appear as a witness in court other than as a litigant. The unit member shall include the subpoena with the application directed to the Superintendent or designee. The unit member shall make payment to the District the fees for services received from the court as a witness, exclusive of transportation, food, and lodging expenses.

Litigants

Litigants may use Personal Leave or Personal Necessity Leave

Victims of Domestic Violence, Stalking or Assault

A unit member who is a victim of domestic violence may use sick leave, accrued leave, Personal Necessity Leave and be provided unpaid time off to attend to any of the following:

To seek medical attention for injuries caused by domestic violence. To obtain services from a domestic violence shelter program, or rape crisis center as a result of domestic violence.

To obtain psychological counseling related to an experience of domestic violence.

To participate in safety planning and take other actions to increase safety from future domestic violence, including temporary or permanence relocation.

Unit members may be required to provide certification or documentation as verification for this leave.

Victims of Crime

Unit members who have been victims of serious or violent felonies, or felonies relating to theft or embezzlement, or other serious crimes as defined by California law, may take time off work to attend judicial proceedings related to the crime. A unit member may use Sick Leave, accrued

ARTICLE 10 (Continued)

leave, Personal Necessity Leave, or unpaid time off. Unit members may also use Sick Leave, accrued leave, Personal Necessity Leave, and/or unpaid time off if an immediate family member, registered domestic partner, or registered domestic partner's child has been a victim of such crimes and needs to attend judicial proceedings related to the crime, including any delinquency proceedings involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceedings in which a right of the victim is at issue.

Immediate family member is defined as spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

Military Leave

If a unit member is called to active duty in the U.S. Military, Reserves, or California National Guard, he/she is eligible for unpaid military leave of absence in accordance with state and federal law. The unit member must provide the district with a copy of their service papers as soon as they are received. During the unit member's absence, seniority accumulates, and benefits will continue as required by applicable law. Upon application within the appropriate time period after their date of discharge from military service, he/she will advance on the salary schedule as if he/she had continued service in the district and will receive the then-current rate of pay and the then-current benefits.

If a unit member is required to attend yearly Reserves or National Guard duty, he/she can apply for and shall be granted an unpaid temporary military leave of absence not to exceed 20 days (including travel). However, if he/she prefers to use any other paid leave time or may use any earned comp time or vacation time for this purpose. As much advance notice as possible should be given to their immediate supervisor so that the district can have proper coverage for their position while they are away.

Unit members returning from military leave will be placed in the position they held prior to going on leave of absence. They will be treated as though they were continuously employed for purposes of determining salary and benefits based on length of service. Under the Uniformed Services Employment & Reemployment Act (USERRA), unit members in military service may take a maximum of five (5) years for military service. Five (5) years is the maximum length of absence for all absences with that employer, not with previous employers. There are limited exceptions for the five (5) year limit, which may increase the maximum leave time allowed. The District will promptly reemploy the unit member when he or she returns from a period of service if the unit member meets the law's eligibility criteria. "Prompt reemployment" means as soon as practicable under the circumstances of each case.

Required documentation on application for reemployment:

A unit member may be required to submit documentation to the employer in connection with an application for reemployment if the period of service exceeded thirty (30) days, the district may require the unit member to provide documentation to establish that the reemployment application is timely, that they have not exceeded the five (5)-year limit on duration of service; and the unit member's separation or dismissal from service was not dishonorable, based on bad conduct, or "other than honorable."

Leave For Military Spouses

If a unit member's spouse is a qualified member of the United States Armed Forces, the National Guard, or the Reserves, he/she is eligible to take leave for a period of up to ten (10)

ARTICLE 10 (Continued)

days while the unit member's spouse is home during a qualified leave period. The unit member may use personal necessity leave or choose to take the time as an unpaid leave.

Time Off To Vote

Unit members who do not have sufficient time outside of their regular working hours to vote in a statewide or national election may request time off to vote. If possible, they should make this request at least two (2) days in advance of the election. Up to two (2) hours of paid time off will be provided, at the beginning or end of their regular work day, whichever will allow the most time for voting and the least time off from work.

Association Leave

Association officials shall have five (5) days of paid leave, *and the president shall receive three (3) additional days*, to utilize for local, state or national conferences or for conducting other business pertinent to Association affairs. The Association shall reimburse the Board for the costs of substitute personnel pursuant to utilization of benefits authorized under this section. Association officials utilizing benefits authorized under this section shall be required to provide the Board with two (2) days' notice of intended utilization.

Other Leave

The Board retains the discretionary right to grant such other paid or unpaid leaves for such reasons as the Board may deem to be in the best interest of the district. Such leaves may include, but are not limited to:

Extended Personal, Study and Travel Leave

The Board may grant a unit member who has completed at least five (5) years of service with the district, a leave of absence to pursue personal, professional and/or education improvement and advancement. Such leave may be requested for up to one (1) school year. An extension for a second year may also be requested. In the case of a full year's leave of absence, the unit member shall notify the Superintendent's office in writing prior to March 1 of his/her intended return for the following year. Upon approval of said leave, the district shall provide the unit member with a "Condition of Leave" form, which shall specify and explain the March 1st employee notification requirements, leave extension and resignation information. A signed copy of this form shall be given to the unit member and a copy added to the unit member personnel file.

International School Service Leave

The Board may grant a unit member who has completed at least five (5) years of service with the district a two (2) year leave of absence to teach or work in an assignment with the International School Service Program or related type of service work in which a two-year contract is required as a condition of employment. The unit member shall notify the district by March 1 of the second year of his/her intended return for the following year. Upon approval of said leave, the district shall provide the unit member with a "Condition of Leave" form, which shall specify and explain the March 1 employee notification requirements and resignation information. A signed copy of this form shall be given to the unit member and a copy added to the unit member personnel file.

In the Board's decision to grant international leaves, the following will be considered but not limited to:

1. Number of teachers on leave
2. Financial impact on the district
3. Enrollment projection

ARTICLE 10 (Continued)

To select between applicants, the Board shall consider:

1. Seniority
2. Number of previous leaves
3. At least five (5) years of service to the district

To request an International leave, a unit member must have worked in the district for the previous five years without having utilized an International Leave or an Extended Personal, Study, and Travel Leave during this five-year period. This requirement may be waived at the discretion of the Board. (12/05/02)

Short-Term Unpaid Leave

The Superintendent may grant a short-term unpaid leave for up to ten (10) teaching days upon written request of a unit member. Additional days may be granted at the discretion of the Board.

Health Leave

The Board may grant a unit member, upon request, a leave for health reasons affecting either the unit member or his/her immediate family. Such leave may be for a maximum of up to one (1) school year.

- (a) A statement by the unit member's physician may be required at the discretion of the District.
- (b) The unit member shall notify the Superintendent's office, in writing, of his/her intended date of return at least one (1) month in advance. In the case of a full year's leave of absence, the unit member shall notify the Superintendent's office, in writing by March 1, of his/her intended return or resignation for the following year.
- (c) Health leave shall be granted if a member of the bargaining unit is temporarily unable to perform services because of illness, accident or quarantine.

In-Service Leave

A unit member may be granted, upon approval by his/her immediate supervisor and subject to the Superintendent's approval (adopted 11/25/97) paid leave each school year for the purpose of professional growth or to assist the District with improvements in the instructional program. Such leave may be used to visit classes, attend workshops or conferences or other related activities.

Child Rearing Leave

Upon prior notification to the District, normally one (1) month prior to the leave, the Superintendent shall provide a certificated unit member who is either a natural or adoptive parent an unpaid leave of absence for up to one (1) year for the purpose of rearing an infant or minor child. A longer leave may be granted at the discretion of the Board.

Unauthorized Leave

1. Except as otherwise provided, unauthorized leave may only be declared by the Board after review of circumstances.
2. The Board and each unit member have entered into an employment contract, whereby each unit member has agreed to supply, for a specified period of time, certain designated professional services to the Board for an agreed salary.
3. These services are to be provided by the unit member unless he/she is absent as authorized by this Agreement.

ARTICLE 10 (Continued)

4. It is the agreement of the parties that a unit member who is absent from work other than for those days as are authorized by this Agreement is taking "unauthorized leave". Such unauthorized leave constitutes a breach of contract. The Board will deduct an amount equal to the ratio of days absent to the days of required service for unauthorized leaves.
5. A unit member, after three (3) working days of unauthorized absence, will be notified in writing by the Superintendent of the breach of contract and the Governing Board will likewise be informed.

Note: If a unit member, on an annual or multi-annual leave described in Article 10 for Pregnancy Disability, Parental, Military, Study, Extended Personal, Travel, International School Service, Health, or Other Leave wishes to request either an extension to his/her leave or an additional leave, he/she must notify the Superintendent in writing prior to February 1 of the last year of his/her current leave.

Revised: 06/14/16, 11/15/19

ARTICLE 11

Grievance Procedure

Definitions

- A. A “grievance” is a claim by one or more members of the association or by the association of an alleged violation of one or more specific written provisions of this agreement. Actions to challenge or change the policies or practices of the District or to change an administrative decision that is not alleged to be in violation of one or more specific written provisions of this agreement must be undertaken under legal processes.
- B. A “day” any duty day in which the grievant is required by contract to render service.
- C. The “immediate supervisor” is the lowest level administrator having immediate jurisdiction over the grievant and/or over the grievance issue. This is most typically the school site principal.
- D. “Time Limits” are as set out in this procedure and may be extended by written mutual agreement of the parties.

Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by holding an informal conference with the grievant immediate supervisor.

Formal Level

A. Level I

- 1. Within twenty (20) days after the occurrence of the act or omission, giving rise to the grievance, or after the grievant should have had reasonable knowledge of such occurrence or act the grievant must present such grievance in writing on the Level 1 Grievance form to the immediate supervisor.
- 2. This shall be a clear, concise statement of the grievance, and must reference the specific article(s) and sections(s) that was allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific relief requested.
- 3. The supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
- 4. Within the above limits, either party may request a personal conference with the other party.

B. Level II

- 1. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the Level II Grievance form to the Superintendent or designee within five (5) days.
- 2. This shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons that the grievant is not satisfied with the response from the Level I Grievance. The Level II Grievance may not include additional articles or sections of the contract that were not included in the Level I Grievance.
- 3. The Superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits. If the Superintendent or designee does not respond within the time limits, the grievant may appeal to the next level.

ARTICLE 11 (continued)

C. Level III

1. In the event that either party is not satisfied with the recommendation or recommendations, that party may appeal the decision in writing within ten (10) days to the Board of Trustees.
2. This shall contain a copy of the original grievance, the Level II grievance, the decision rendered and a clear, concise statement of the reasons that the grievant is not satisfied with the response from the Levels I and II grievances. The Level III grievance may not include additional articles or sections of the contract that were not included in the Level I grievance.
3. The Board shall consider the Level III appeal within 30-days of receipt of the grievance. The Board shall orally state the determination of the grievance, within thirty (30) days of receipt of the Level III grievance, followed by a written statement within ten (10) days of the oral statement.
4. If the grievant and/or the Association is not satisfied with the disposition of the grievance or if no disposition has occurred, the grievant may request the Association to submit the grievance to arbitration.

D. Level IV *(Board approved: 3/9/10)*

1. If the Association proceeds to arbitration, it shall notify the District in writing within twenty (20) days after the receipt of the written statement from the Board
2. The District and the Association shall mutually agree on an arbitrator from a mutually approved list of persons experienced in hearing grievances. If both parties are unable to agree on an arbitrator, the grievant and the District shall request the State Mediation and Conciliation Service to provide a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party will alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. By mutual agreement of the District and the Association, an alternative service may be utilized for a list of arbitrators.
3. The arbitrator shall, after determining the ability to arbitrate the grievance, conduct a hearing and consider evidence and arguments pertaining to the grievances and submit a solution. If the parties to the grievance cannot agree on such submission, the arbitrator shall submit a final determination of the grievance in writing to both parties. Such finding shall be final and binding on both parties. Nothing shall preclude both parties from mutually agreeing to shorten or extend any timelines within this level. Such mutual exceptions shall be in writing. Costs for arbitration, including but not limited to arbitrator's fees and expenses, pre-hearing, filing fee, hearing room, transcript and post-hearing, shall be borne equally by the District and the Association. The arbitrator shall not have the power to expand, modify or change any of the express terms and conditions of this Agreement.
4. No reprisals of any kind will be taken by either party against any grievant, any party directly involved, the District, any member of the Local Association, or any other participant in the grievance procedure.

Revised: 2/11/10 (Board Approved 3/9/10)

ARTICLE 12

Health and Welfare Benefits

- A. Health and Welfare benefits shall be provided for employees and eligible dependents through the *Marsh & McLennan Agency - Blue Shield Plans* as specified below:
1. Medical – Blue Shield Plans: Access+ HMO, Trio HMO, PPO Combined Deductible 3000, PPO Savings 2700 HDHP, and PPO Savings 4000 HDHP
 2. Dental – Delta Dental PPO, including a \$1,500 maximum and 50% orthodontic benefit \$1,500 lifetime maximum.
 3. Vision – VSP Vision PPO - Vision Choice Service Plan (Vision Service Plan)
 4. Life Disability – Basic Life and AD&D
 5. Additional Benefits – Health Savings Account HSA, Employee Assistance Program (EAP), Travel Assistance Protection
- A benefit year shall be defined as the fiscal year (July 1 – June 30).*
- As per the Affordable Care Act, all employees must enroll in an offered medical plan in order to enroll in the dental and/or vision plan.
- Part-time employees and/or employees with shared assignments shall be entitled to the above health and welfare benefits on a pro-rated basis.
- B. Retired district teachers may retain the district health benefit package at their own expense, regardless of age as per Charter Shield Trust. Retirees who elect Medicare coverage as the primary insurer at age 65 or thereafter may continue to use district health benefits as the secondary insurance carrier.
- Health premium payments shall be made monthly in advance and arrangements shall be made with the district business office prior to retirement.
- C. The maximum district contribution for the employee insurance benefits shall not exceed \$8,580.00 annually. Employees who elect a benefit plan that does not exceed the annual cap of \$8,580.00 shall receive the difference added to their salary less fixed payroll taxes (SUI, workman's compensation insurance, etc.)
- D. An employee Internal Revenue Code Section 125 plan is available at no additional cost to the district. Employee participation is optional.

Revised: 3/11/14, 06/10/14, 06/20/17, 07/10/18, 7/1/19

ARTICLE 13

Salary

- A. Employees shall be paid in accordance with the salary schedule attached as Appendix A to become effective the first day of service.
- B. Placement on the salary schedule shall be determined in accordance with the provisions of Appendix B titled Salary Schedule Explanation/ Placement to become effective the first day of service.
- C. When any employee accepts assignment of a student teacher under his/her supervision, such employee shall receive any stipend paid by the student teacher's college or university.
- D. Extra curricular duty shall be on a voluntary basis. Should the District require employees to perform such duties, compensation shall be computed at the employee's hourly rate of pay.
- E. Athletic Coaches shall be paid in accordance with the salary schedule attached as Appendix G.
- F. Academic Coaches shall be paid in accordance with the salary schedule attached as Appendix H.
- G. *At the discretion of the District, teachers may be offered an hourly or daily stipend for attendance at staff development activities or activities related to curriculum development, or other activities that fall outside of their contract day/year. Attendance at such activity is voluntary on the part of the employee. Category of work and rate of pay will be established by administrator prior to any work being initiated.*
 - A. *\$25.00/hour for staff development*
 - B. *\$50.00/hour for curriculum development*
 - C. *Activities outside contract hours not included in Article 3, will be compensated according to the Academic Coaches' Stipend Schedule (Appendix H) will be compensated at the discretion of the district and site administrator.*

Revised E & F Board Approved 03/11/14

Revised per Ballot from 4/26/19

Revised per Ballot from 4/23/20 – board approved 5/12/20

ARTICLE 14

Payroll Deductions

- A. The District will provide for the deductions from the pay of employees and pay to the Association the normal and regular membership dues or service charges as voluntarily authorized in writing by the employee on the proper ~~District form~~ Association Form.
- B. The District will provide for the deduction from the pay of employees and the proper distribution of moneys voluntarily authorized in writing by the employee on the proper District form for the purpose of making remittance for annuities, credit union deposits and insurance premiums.
- C. The District shall not be obliged to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
- D. The District will carry out the agreed-upon payroll deductions provided that the County Office of Education is capable of and agreeable to making such payroll deductions.
- E. The Association hereby indemnifies the District and holds it harmless against any and all suits, claims, demands and liabilities that shall arise out of, or by reason of, any action taken, or not taken, by the District for the purpose of complying with any provisions of this section in a response to an official written request or demand by the Association or an employee.

ARTICLE 15

Travel and Expense

- A. Employees who are required or authorized by the District to travel on District business may be authorized use of District vehicle(s) or shall be reimbursed for travel and out-of-pocket expenses.
- B. Reimbursement of travel in personal vehicles shall be at that rate allowed by the United States Internal Revenue Service as of July 1 of the school year in which the travel occurs.
- C. Reimbursement of such out-of-pocket expenses as meals and lodging shall be documented by receipts and/or such other verification as required.

ARTICLE 16

Completion of Meet and Negotiate

- A. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between the District and the Association, or the District and any employee and expresses all obligations of and restrictions imposed on the District and the Association, each with respect to the other. The parties acknowledge each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining as defined by the Act, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this agreement. Therefore, the parties for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obliged, to meet and negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- B. This article shall not preclude meet and negotiation sessions between the parties when there is mutual agreement to do so.

ARTICLE 17

Savings

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

ARTICLE 18

Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over Board practices and procedures and over State laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement, such Board practices and procedures are discretionary with the Board.

ARTICLE 19

Duration

- A. The written provisions of this agreement shall become effective upon ratification by both parties and shall remain in full force and effect through **June 30, 2021**.
- B. The parties agree to reopen negotiations, in each year of the Agreement, as follows:
 - 1. Salary
 - 2. Health and Welfare Benefits (*Board Approved 03/11/14*)
 - 3. No more than two (2) existing articlesSuch reopener limitations shall not apply while the District and the Association has mutually agreed to participate in Interest Based Bargaining. I approve continued participation in Interest Based Bargaining for the **2020/2021** school year.
- C. No earlier than May 1 of each year, the Association may begin the Public Notice process to reopen negotiations, as per Section B above, for the following year.


IN WITNESS WHEREOF the parties have affixed their signatures and have executed this Agreement.

FOR THE BOARD:



Lisa Jarvis, Board President

FOR THE ASSOCIATION:



Douglas Harmon, GVTA President

6/23/2020

Date

6/24/20

Date

ARTICLE 21

Non-Discrimination

The District is an Equal Opportunity Employer and complies with all Federal and State employment discrimination laws. The District shall not unlawfully discriminate against or tolerate the harassment of employees or job applicants on the basis of their sex, race, color, religious creed or observance, national origin, ancestry, citizenship, age, parental or marital status, pregnancy or childbirth, physical or mental disability, medical condition, genetic characteristics, veteran status, actual or perceived sexual orientation, gender identity or expression, or any other basis protected by Federal, State, or Local law, Ordinance or Regulation. The district shall not unlawfully retaliate or tolerate retaliation against employees or job applicants on the basis of their exercise or legally protected rights under Federal or State laws.

Article 22

PAR Consulting Teacher Stipend Replaced with Teacher Support and Assistance Program (TSAP) 2017/18 School Year (Board Approved 05/09/17)

Teacher Support and Assistance Program (TSAP)

This program is designed to provide assistance to Grass Valley Teacher Association (GVTA) members who seek support towards the improvement of their professional skills. This is a voluntary program; therefore the GVTA member is required to make a formal request before a Consulting Teacher (CT) is assigned to the requesting GVTA member for support.

Components of the program

- A Consulting Teacher will be assigned to the requesting GVTA member.
- A meeting will be held with the GVTA member, Consulting Teacher, and site principal to develop performance goals and timelines.
- The Consulting Teacher will provide assistance by:
 - Conducting multiple classroom observations to observe instruction by the GVTA member.
 - Schedule follow-up meetings after every observation to provide feedback to the GVTA member and discuss progress toward the established goals.
 - If necessary recommend professional development for the GVTA member, as well as recommend release time, peer collaboration, and purchase materials needed to support professional development
 - Meet with the GVTA member throughout the year to discuss the progress toward the established goals and make adjustments as necessary.
- Participation in the TSAP program is confidential. There will be no reports submitted to the personnel file or site administrators without the consent of the requesting GVTA member.

Consulting Teachers

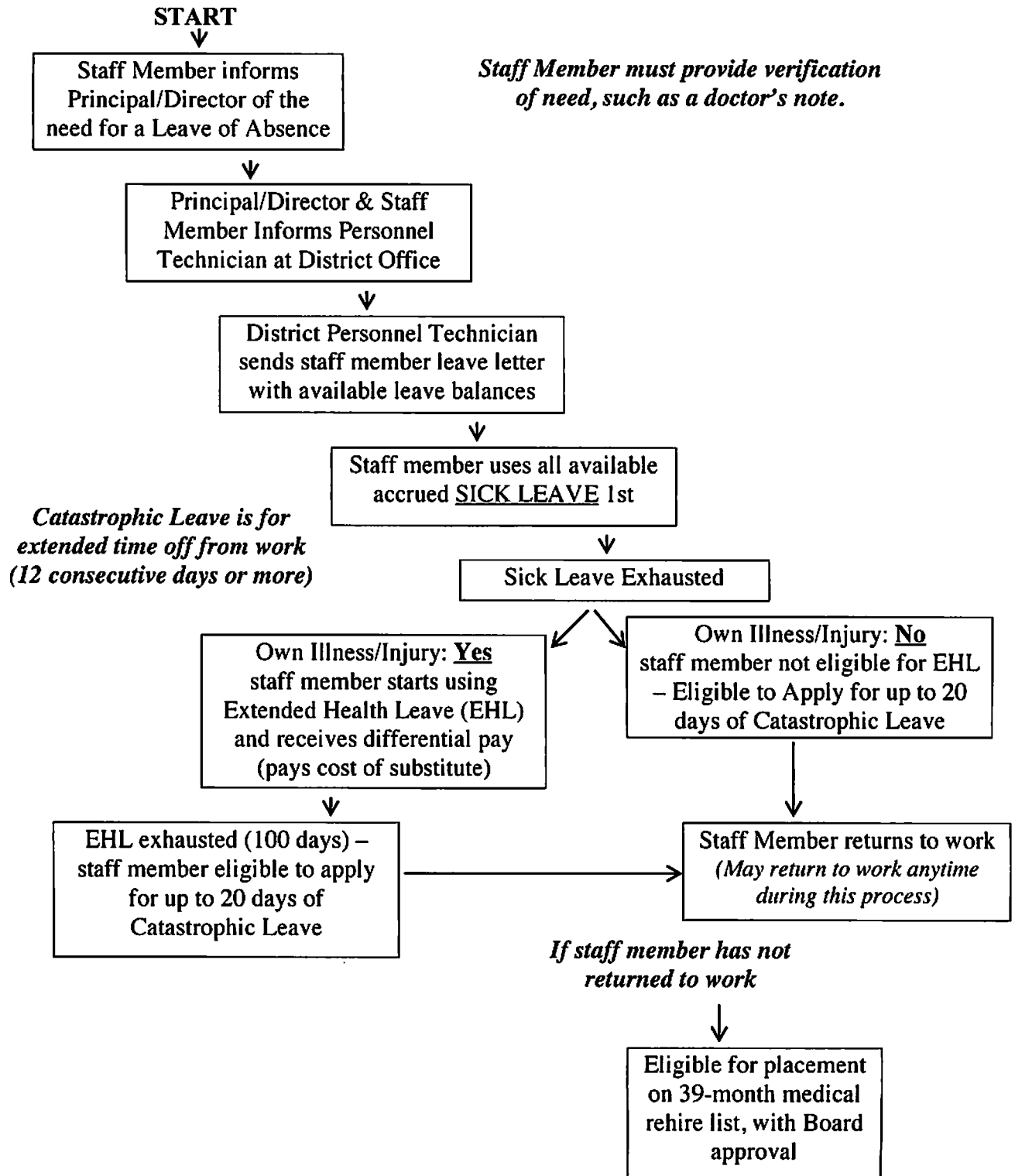
- A panel of Consulting Teachers will be selected by the site principal and two GVTA members. The requesting GVTA member will be able to select a CT from the panel, as well as offer suggestions of panel members to be included.
- If the services of the Consulting Teacher are requested, the CT will receive a stipend based on the Academic Coaches Stipend Schedule (Appendix H).
- The Consulting Teacher will provide a summary of services provided to the site administrator to determine placement on the Academic Coaches Stipend Schedule. Summary will include the following:
 - Established goals
 - What types of support were provided
 - Hours spent providing support
- The requesting GVTA member and CT may meet with the site principal to discuss the progress toward the goals and request further support from the site principal.

Article 23

Catastrophic Leave

1. Any bargaining unit member may donate up to 5 days of accumulated unused sick leave to the catastrophic leave “pool.” The recipient shall be paid at his/her regular rate of pay. Bargaining unit members must maintain a minimum of two (2) years entitlement of sick leave for themselves.
2. Definition: Catastrophic leave may be available for employee illness, or health reasons affecting a member of the employee’s immediate family (“Immediate Family” is defined as the mother, father, grandmother, grandfather or a grandchild of the employee or of the spouse of the employee; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister or member of the immediate household of the employee) which require the employee to take extended time off from work (12 consecutive days or more). Catastrophic leave is paid leave of absence which may only be used for verifiable, long term illness or injury (physician verification shall be required) such as, but not limited to, accident, cancer or heart attack which clearly disables the employee or family member. (Ed. Code 44043.5)
3. Coverage: A permanent employee who has worked for the District a minimum of two school years is eligible to apply for catastrophic leave when all accrued paid leave is exhausted.
4. Process for Applying for Catastrophic Leave hours: Any unit member meeting the above requirements may apply for catastrophic leave by using the approved application form available from the District Office.
5. Process for Donating Hours: Any bargaining unit member may donate 1 to 5 days to the catastrophic leave “lottery pool” between August 15th – September 15th of each school year. Teachers who have donated days will be placed on a list. The order of the list shall be determined in a random lottery drawing. As catastrophic leave is drawn, one day shall be subtracted from each person on the list in turn. All persons on the list shall donate one day before the person at the top of the list donates a second day. Donated time will be subtracted from the donating employees accumulated sick leave. The District shall notify donors as their donation is used. Unused donated time will not be docked from the contributing member. However, all donations to the lottery pool are irrevocable unless the employee separates from the district.
6. Leave Limitation: Catastrophic leave shall not be used in conjunction with STRS long-term disability insurance or Social Security benefits. Before an employee goes on catastrophic leave using donated time, the employee shall use any leave credits that he/she may accrue on an annual basis prior to receiving catastrophic sick leave.
7. Catastrophic leave shall not exceed twenty (20) days in any two consecutive years.
8. Administrators shall be eligible to donate to and utilize the Catastrophic Leave Pool under the same terms and conditions as teachers.

Catastrophic Leave Certificated Staff



APPENDIX A

Grass Valley School District Certificated Salary Schedule 2019/2020

Step	Salary 187 Days Annual
1	\$51,029
2	\$51,176
3	\$51,321
4	\$53,163
5	\$55,609
6	\$58,991
7	\$60,834
8	\$63,625
9	\$66,553
10	\$69,613
11	\$72,810
12-1	\$76,525
12-2	\$76,525
12-3	\$76,525
15-1	\$81,024
15-2	\$81,024
15-3	\$81,024
18	\$87,378

Masters Degree - Add \$1,100

STRS Retirement Base is Monthly

Supplemental Retirement Base is Annual

Salary Schedule Explanation/Placement (Appendix B)

- A. New employees hired with a California teaching credential and no experience shall enter on step one (1).
- B. One year additional placement step shall be granted for each year of recognized teaching experience for newly hired employees with maximum placement on Step 6 of the salary schedule (except as described in section "L" of the certificated teachers contract.
- C. Experience earned ten (10) years prior to the date of hire shall be limited to one year's experience credit for each two years of previous experience.
- D. Placement credit will be given for prior experience in accredited private or accredited non-public schools provided the employee held a valid teaching credential during such service.
- E. Employees shall annually receive one (1) step movement on the salary schedule in recognition of longevity.
- F. Part-time employees shall advance on the salary schedule as described in Appendix C, section 10, subsection d "Pay for part-time Employees."
- G. Three years of service on Step 12 shall qualify an employee to move to Step 15 of the salary schedule, and three years of service on Step 15 is required to move to Step 18.
- I. Any employee who attains a Master's Degree and/or Doctorate Degree shall receive an additional stipend as specified on the Certificated Salary Schedule.
- J. ~~Teacher Class Subsidy shall be reinstated beginning in the 2007/08 school year with the following one year modification: Teachers are limited to using no more than \$600.00 during the 2007/08 school year rather than the usual \$900.00 annual limit. In all other respects, this article remains the same. Teachers will receive an annual allotment of \$300.00 and balances from previous years will be brought forward up to the \$900.00 contractual limit. This modification shall sunset on 06/30/08 and the language shall revert to the above Item J unless additional modifications are ratified. Approval Of A One Year Suspension Of Teacher Class Subsidy (2015/2016 school year). For one year, money will not accrue to nor may teachers utilize money already accrued to their Teacher Class Subsidy account. (Administrator subsidy, the same amount as received by teachers, will also be suspended). However, any balance remaining at the end of the 2008/2009 school year may be carried forward and used in the future. (Bd Approved 05/12/09) Item j: Employees may request additional professional development from their site administrator. Site administrators will approve reasonable requests based on the overall needs and resources of site.~~

Adopted by the Governing Board:	09/13/11 Add Clarification of STRS Retirement Base (Item L)
Adopted by the Governing Board:	03/11/14 Salary Increase 4.0% & 2% effec. 7/1/14, Remove H & K. (Item M)
Adopted by the Governing Board:	05/26/15 Salary Increase 3.5% & \$100 added to Masters Stipend, Suspend Class Subsidy effec. 7/1/15 (Item K)
Adopted by the Governing Board:	05/24/16 Salary Increase 3.5% for 2016/17 and 2.0% for 2017/18 effec. 7/1/16 (Item J)
Adopted by the Governing Board:	05/14/19 Salary Increase 2.5% for Retroactive for 2018/19 effective 7/1/18 (Item Z)
Adopted by the Governing Board:	05/12/20 Salary Increase 1.0% for Retroactive for 2019/20 effective 7/1/19 and one time 1.5% retroactive 19/20
	186 work days beginning 2020/21 SY

APPENDIX B

Salary Schedule Explanation/Placement

- A. New employees hired with a California teaching credential and no experience shall enter on step one (1).
- B. One year additional placement step shall be granted for each year of recognized teaching experience for newly hired employees with maximum placement on step 6 of the salary schedule (except as described in section "L" of this appendix).
- C. Experience earned ten (10) years prior to the date of hire shall be limited to one year's experience credit for each two years of previous experience.
- D. Placement credit will be given for prior experience in accredited private or accredited non-public schools provided the employee held a valid teaching credential during such service.
- E. Employees shall annually receive one (1) step movement on the salary schedule in recognition of longevity.
- F. Part-time employees shall advance on the salary schedule as described in Appendix C, section 10, subsection d "Pay for Part-time Employees".
- G. Three years of service on step 12 shall qualify an employee to move to step 15 of the salary schedule, and three years of service on step 15 is required to move to step 18.
- ~~H. Any employee who is required to hold a Designated Services Pupil Personnel Credential with a specialty in psychology as a condition of his/her employment shall receive an additional stipend equal to the amount paid for the Master's Degree. Such employee(s) shall also be paid their per diem rate of pay for days of service beyond the defined work year for teachers. (Remove H. Board Approved 03/11/14)~~
- I. Any employee who attains a Master's Degree and/or Doctorate Degree (revision 4/15/97) shall receive an additional stipend as specified on the salary schedule, Appendix A.

- J. ~~Actual costs of any class, workshop, seminar or lecture taken by an employee shall be subsidized by the District up to \$300.00 (revised 12/11/98) per year which may, at the employee's option, be permitted to accrue to a maximum one (1) year benefit equal to three times the annual allocation (\$900.00) (revision 12/11/98). To be eligible for subsidy, such classes must have professional and/or educational relevance.~~

Approval Of A One Year Suspension Of Teacher Class Subsidy (2015/2016 school year). To help save money during the current budget crisis, the following contract item shall be "suspended" for the 2013/2014 school year only. For one year, money will not accrue to nor may teachers utilize money already accrued to their Teacher Class Subsidy account. (Administrator subsidy, the same amount as received by teachers, will also be suspended). However, any balance remaining at the end of the 2008/2009 school year may be carried forward and used in the future. *(Pending Board Approved 05/26/15)*

- ~~K. (Special Note: Item K refers only to the three (3) Staff Development Buy Back Days described in Article 4, Section 4. (ITEM K IS SUSPENDED FOR THE 2009/10 SCHOOL YEAR) Employees shall be remunerated at their normal per diem rate of pay for the three "Staff Development Buy Back Days." This increase will be reflected in the Certificated Salary Schedule (Appendix A) by adding the equivalent of three additional days remuneration to the existing 184-day salary schedule.~~

~~As per language in SB1193, employees must be present and participating in their site's planned activities for the entire contractual day (i.e., 7 hours exclusive of lunch) on each of the three "Staff Development Buy Back Days" to receive remuneration for that particular day. Employees may not use personal leave or any other leave provision except sick leave and personal necessity leave to receive remuneration in lieu of attendance. Employees utilizing either sick leave or personal necessity leave on one or more of the "Staff development buy back" days may attend a staff development "make-up" session of a length equal to the time missed. Such employees will be credited with the sick day previously utilized. (Bd Approved 6/22/10 Item Q) (Remove K. Board Approved 03/11/14)~~

APPENDIX B (continued)

- L. The District and the Association agree that as a result of Stats. 1996, c. 959 (S.B. 98) section 1, the parties can agree to a salary schedule in which placement is not strictly governed by uniform allowance for years of training and years of experience. The District and the Association further agree that in extraordinary circumstances, qualified candidates are lost because of strict application of the uniformity requirements. This situation might arise in a specialized area that is difficult to fill or in a general subject area in which there is a shortage of qualified applicants. In light of the authority granted by Stats. 1996, c. 959 (S.B. 98) section 1, the District and the Association hereby agree that when the District Superintendent determines a teaching or other certificated position of special need exists, the Superintendent may recommend to the Board of Trustees that a newly hired certificated employee be given placement credit above step 6 on the certificated salary schedule regardless of their years of eligible experience or be placed on the salary schedule at an entry level above their years of experience. The maximum placement for a newly hired employee shall be step 10.

The Superintendent shall determine that all of the following criteria have been met when making this recommendation to the Board:

1. Appropriate Credential Held by the Candidate.
2. Experience, background, and other qualifications are deemed by the Superintendent as necessary to properly fill the needs of the position
3. Immediate need to fill the position with most highly qualified candidate.
4. Inability to hire satisfactory employee for the advertised position without increasing the beginning salary.

The Association hereby agrees that the Superintendent is vested with the unilateral discretion to determine when a teaching or other certificated position of special need exists. The application and resulting assessment of the above criteria and the determination to make a recommendation to the Board invoking this section ("L.") also shall rest solely with the Superintendent. The Association hereby, knowingly, intelligently, and expressly waives its right or any individual unit member's right, to grieve, file an unfair labor practice charge, or pursue any type of legal action to attack or remedy the Superintendent's or Board's actions under these provisions.

~~This section ("L.") shall sunset and be removed from this contract on June 30, 2010, unless an alternate agreement is made between the GVSD and the GVTA prior to that time. (Revised as per GVTA ballot results of 05/04/07) (Sunset Language Removed making this a regular part of the contract as per GVTA ballot results of 06/04/10)~~

- M. Consensus was reached to continue the Summer School stipends, but to reduce the sum to each teacher to \$150. There will be no stipend for Summer School teachers who are using their regularly assigned classroom for summer school. This modification to item M shall sunset on June 30, 2012. (Board Approved 06/14/11)

APPENDIX C

RR 4120

Part-Time Employment Agreement *(Board Approval 06/12/12)*

The District's part-time employee program involves those teachers who work less than full-time or teachers who share one full-time equivalent (FTE) assignment. All Certificated employees as defined in Article II, working part-time, shall be represented by the collective bargaining agreement with the teacher's association.

Terms and Conditions:

Certificated employees, with District approval, may elect to reduce their workload from full-time to part-time under the following conditions:

1. A teacher may request to work on a part-time basis, with the approval of the principal and Board of Trustees.
2. Each part-time teacher shall attend all pre-school work days and conference days listed on the adopted school calendar (full days).
3. Each part-time teacher will attend District-scheduled Back-to-School Night and Open House.
4. Yard-duty and/or other duty supervision at each school site will be prorated to the duty time required for full-time teachers.
5. In the interest of professional development, part-time teachers may be required by their principals to attend monthly staff meetings and to participate in district in-service day activities. If required to attend, at times in which the employee would not normally be on duty, compensation will be paid by the District for the additional time at the employee's regular daily rate of pay or be provided compensatory time off as may be agreed upon between the part-time teacher and the principal.
6. Normal substitute procedures will apply in case of illness or absence from duty.
7. Part-time teachers shall develop procedures to ensure clear lines of communications to all parents, including the scheduling of meetings with parents. The procedures will be made known to the school principal.
8. On the first teaching day of school, part-time teachers will be present to establish the program, set classroom standards, and develop a rapport with the students. Part-time teachers are to assume full responsibility for each student's program and progress and for the total classroom and instructional progress.
9. Details of the overall daily class schedule, instruction program, activities and related assignments, shall be approved by the principal at the onset of the part-time contract. The principal and part-time teacher may re-evaluate details at any time.
10. Salary and benefits will be as follows:
 - a. The period of payment shall be determined by the District, and the options available shall be communicated to the employee.
 - b. The health and vision care premium will be prorated according to the percentage of the part-time work year. A teacher must pay for health and vision care premiums for the percent of time the employee does not work, if that is desired.
 - c. The dental plan premium entitlement will be prorated according to the provisions of the dental plan.

APPENDIX C (continued)

d. Pay for Part-time Employees

Part-time teachers, who work 75% or more of the days of the school year, shall advance on the salary schedule in the same manner as full-time employees. Their salary shall be prorated for the time actually worked.

Part-time teachers who work less than 75% of the days of the school year but who work at least half time during the same school year, shall advance on the salary schedule in the same manner as full-time employees. Their salary shall be prorated for the time actually worked.

Part-time teachers who work less than half-time and less than 75% of the days of the school year, shall advance one step on the salary schedule when their year-to-year accumulated time adds up to 75% a full year of service credit. Such advances are made only at the beginning of a school year.

e. The sick leave will be prorated according to the part-time work year.

f. STRS contributions and benefits shall be provided in accordance with STRS guidelines and regulations.

11. Full-time teachers who are granted at the discretion of the Board.

APPENDIX D

Retirement Incentives

The District shall make available on a voluntary basis to members of the Grass Valley Teachers' Association bargaining unit four retirement incentive programs. The District does this in appreciation and recognition of the employee's many years of quality service to the children of Grass Valley. Employees may choose to participate in only one program.

A signed letter of resignation and stated interest in any of these programs must be received by the District by March 1st during the final year of service. This date may be waived at the discretion of the Board of Trustees, for extraordinary circumstances beyond the employee's control. The preferred program and option shall be stated in the resignation letter.

Program Descriptions

Program I: Early Incentive Program

1. Eligible employees who retire from active service shall receive a monetary sum equal to the difference between step four (4) of the certificated salary schedule in the year in which they retire and the amount of their regular annual salary in their final school year of employment with the District. As per CalSTRS regulations, the retiree must wait 180 days from the date of retirement. *(Board Approved 03/11/14)*
2. Eligible teachers may elect to receive the retirement incentive sum under one of the following options:
 - a. Four equal annual payments to commence after completion of active service with the district.
 - b. Continuance of the District-paid health plan for the retiree, as for continuing employees. The District will cease the monthly payments when an amount equal to the retirement incentive sum has been paid out by the District in monthly premiums or upon the death of the retiree, whichever occurs first.
 - c. Other payment options equal to the retirement incentive sum that may be proposed by the retiree will be considered by the District. However, the District retains the sole authority to accept or reject such options.
3. When a person retires under program 1 with less than 15 years (full time equivalent), then their award under this program will be prorated in relationship to how many full-time equivalent years the retiree has in relation to the full 15 full-time equivalent years.

For example: A teacher works five (5) years at full time and 12 years at half time. We use 180 days to represent a full year's service:

5 years (full time)	$5 \times 180 = 900$
12 years (half time)	$12 \times 90 = \underline{1080}$
	1980

15 years (FTE) @ 180 = 2700	$1980 \div 2700 = .73$
-----------------------------	------------------------

The teacher in the above example would receive 73% of the difference in their salary and step 4.

2. Interest shall not be calculated or paid on the retirement incentive sum for any of the options of payment.

APPENDIX D (continued)

Eligibility - Program I: Early Incentive Program

To be eligible for the Retirement Incentive Program, an employee must meet all of the following criteria:

1. Serve in a position represented by the Grass Valley Teachers' Association contract as specified under Article 2, Recognition.
2. The employee has not reached age 60 by June 30 of their final year of employment.
3. The employee must have completed at least 15 years service in the Grass Valley School District in a certificated position prior to retirement. Authorized leaves neither interrupt years of service nor add to years of service.
4. The employee must have either reached the age of 55 or the sum of the employee's age plus their years of full-time equivalent certificated service must be equal to at least 75.

Program II: Substitute Incentive Program

1. Eligible teachers may substitute teach after retirement in the Grass Valley School District for a maximum of 25 days/year at the rate of \$215/day.

Any additional days substituted beyond the 25 days/year would be reimbursed at the regular substitute rate.

2. Eligible teachers wishing to utilize Program II must be listed on the Nevada County substitute list.
3. Employees participating in this option will enter into a signed substitute agreement with the District prior to the first day of the school year in each year of eligible participation. The agreement may include but not be limited to: grade levels, subjects, and available dates.
4. The District will attempt to contact eligible substitutes up to 25 times, or the mutually agreed upon number of days during the year. An eligible teacher's refusal to accept an offered substitute assignment may mean that the particular teacher may not receive the number of days as stipulated in the mutual agreement.

Eligibility Program II: Substitute Incentive Program

1. Serve in a position represented by the Grass Valley Teachers' Association contract as specified under Article 2, Recognition.
2. The employee has reached age 60 by June 30 of their final year of employment.
3. The employee must have completed at least 15 full-time equivalent years of District service in a certificated position prior to retirement.
4. This program expires in the school year that the retired employee turns 65 up to a maximum of five years of participation in the program.

APPENDIX D (continued)

Program III: Reduced Workload Program

During the three final years of teaching service prior to retirement, the District will make the STRS Reduced Workload Program available for up to three years to teachers who meet the STRS eligibility requirements and who will retire at the conclusion of the one to three years he/she works under the Reduced Workload Program.

1. The retiring teacher agrees to work half time during their last years and in exchange the District will pay the full District share of the annual STRS benefits and pay the full medical benefit package (to the extent that it pays all full-time employees).
2. An eligible teacher retiring under the reduced workload program shall be allowed the half-time assignment option of working half-days for the entire year. The district will make every attempt, but cannot guarantee to assign the teacher to the school, grade level and time preference of his/her choice.

Other assignment options may be proposed by the retiring teacher but must be agreed to by the district. Employees are encouraged to consider the Reduced Workload Information Advisory when designing assignment options.

3. Contributions to the State Teacher's Retirement System shall be based on the full-time salary amount. The employee shall make a contribution to STRS as though he/she was working full time and receiving full salary. The employer shall make a contribution to STRS on behalf of the employee as though he/she was serving full time.
4. The employee shall be afforded full District benefits for health and welfare programs as though rendering full-time service.

Eligibility Program III: Reduced Workload Program

1. The retiring teacher must meet all STRS eligibility requirements and retire at the conclusion of the one to two years he/she works under the Reduced Workload Program.
2. The employee agrees to inform the District in writing on or before March 1st of the year prior to the beginning of this Reduced Workload Program. The employee must state the number of years (one to three) that he/she desires to use this program prior to retirement.
3. The employee shall have completed at least 10 full-time equivalent years in the Grass Valley School District in a position requiring certification. The five (5) years immediately preceding the Reduced Workload Program must be full-time employment.
4. Any leave of absence without pay during the Reduced Workload Program (i.e., personal business leave or approved leave without pay) that would reduce earnings below 50% will void participation in this program. The employee may make up days subject to District approval, in the same school year for which he/she is not paid. If this cannot be done, the employee will be deemed not to have participated in the Reduced Workload Program and will not receive a full year of STRS credit.
5. The Reduced Workload Program agreement can be revoked only in writing and with the mutual consent of the employer and employee.

Program IV: Employee Designed Program

Other options may be proposed by the retiree and will be considered by the District. However, the District retains the sole authority to accept or reject such options. The Board may also propose additional options.

Revised: 03/09/10

APPENDIX E

Substitutes For Lyman Gilmore Coaches

In the event that a teacher substitutes for a coach leaving campus to participate in a scheduled afternoon athletic event, that teacher shall be paid a pro-rated hourly amount of substitute pay for that volunteered assignment. The teacher must be scheduled for a prep period or other time period when not directly in charge of regularly assigned students or activities. The substitute coverage is to be reported on the district absence form.

Teachers shall be paid \$18.00 per period for substituting under this article.

APPENDIX F

Reassignment Conference and Support Form

Teacher Name:	Administrator:	School Site:	Conference Date: ____/____/____
New Assignment:	Prior Assignment:	Contract Status: <input type="checkbox"/> Temp <input type="checkbox"/> Prob I <input type="checkbox"/> Prob II <input type="checkbox"/> Tenured	Attending Conference:

In order to support teachers who have been reassigned to a new position, or involuntarily relocated, the teacher and site administrator will review the list below during a support conference. Items that are checked will be provided as support for the reassigned teacher. The reassigned teacher will contact the site administrator during the first trimester of the new assignment if any unforeseen support is needed.

- _____ Release day(s) for classroom observation/ preparation. (Number of release days ____)
- _____ Additional paid days for preparation. (Number of additional paid days ____)
(stipend amount for each day \$ ____)
- _____ Teachers involuntarily moving classrooms will be compensated at a rate of \$150 per day for two days (one day moving out, one day moving in). *Added 06/02/17*
- _____ Aide support (hours per week ____).
- _____ A mentor to assist with new subject matter.
↳ Name of mentor/s suggested by the reassigned teacher: _____
- _____ Assistance with moving materials to a new location.
↳ Assistance to be provided by _____
- _____ Conferences or trainings: List staff development event(s) and budgeted amount(s) on reverse side).
↳ Conference/Training selected: _____
↳ Date/s: _____
↳ Budget amount not to exceed the following amount: _____
- _____ Necessary Instructional/Teacher materials needed for new assignment (list below)
- | | |
|--|----------------------|
| | Copies needed: _____ |
| | Copies needed: _____ |
- (use back of form if more space is needed)
- _____ Other support: (Describe):

Tentative date in the first trimester of the following year to check in _____
(see introductory paragraph)

Teacher Signature: _____ Administrator Signature: _____

Added to Contract 05/31/12 REV 06/02/17

APPENDIX G

Athletic Coaches Stipend Schedule

Grass Valley School District Athletic Coaches Stipend Schedule 2018/2019

Activity	Number of Coaches	Number of Assistant Coaches	Weeks	Coaches Stipend 1 Yrs 1-3	Coaches Stipend 2 Yrs 4-6	Coaches Stipend 3 Yrs 7+
Football	2	2(1) @ \$1012	7	\$1,820	\$1,918	\$2,016
Boy's Basketball	2	0	8	\$2,080	\$2,192	\$2,304
Girl's Basketball	2	0	7	\$1,820	\$1,918	\$2,016
Boy's Volleyball	2	0	7	\$1,820	\$1,918	\$2,016
Girl's Volleyball	2	0	8	\$2,080	\$2,192	\$2,304
Track - Gilmore	1	2 @ \$1082	8	\$2,080	\$2,192	\$2,304
Cross Country - Head Coach	1	1 @ \$1582	8	\$2,080	\$2,192	\$2,304
Wrestling	1	1 @ \$1152	13	\$3,380	\$3,562	\$3,744
Athletic Director Student Activities Director (Pd From Student Council Funds)				\$1,348	\$1,418	\$1,492
Cheerleading				\$3,460	\$3,633	\$3,815

Retirement Base is Annual or Non-Reportable

Walk-on coaches will receive \$200 less than scheduled. The \$200 shall be paid to the credentialed supervising employee.

Step Increases

Step 1: First three years of coaching in the Grass Valley School District

Step 2: Years 4 through 6 years of coaching in the Grass Valley School District

Step 3: Seven years and above of coaching in the Grass Valley School District

(1) Up to 2 As Needed

(2) If working outside the workday is required

(3) *If more than four site teams are competing

Adopted by the Governing Board:

02/14/06 Salary Increase 3.50% (Item R)

Adopted by the Governing Board:

09/12/06 Modification to salary schedule (Item Q)

Adopted by the Governing Board:

02/13/07 Salary Increase 6.00% (Item X)

Adopted by the Governing Board:

01/15/08 Salary Increase 4.00% (Item N)

Adopted by the Governing Board:

09/09/08 Change Boy's Volleyball Season from 6 to 7 weeks and increase salary (Item J)

Adopted by the Governing Board:

10/14/08 Addition of Stipend for Track and Cross Country Coaches - Elementary Schools (Item O)

Adopted by the Governing Board:

09/13/11 Add Clarification on Retirement Base (Item L)

Adopted by the Governing Board:

03/11/14 Remove Academic Activities to New Stipend Schedule (Item W)

Adopted by the Governing Board:

06/14/16 Remove Cross Country & Track-Elementary, Change Cross Country Elementary to Cross

Adopted by the Governing Board:

Country-Head Coach, add 1 Assistant @ \$1582, Add tiered steps to Athletic & Student Activities Director at 5.22%(4-6 yrs \$1,418, 7+ yrs \$1,492) (Item Q)

APPENDIX H

Academic Coaches Stipend Schedule

**Grass Valley School District
Academic Coaches Stipend Schedule
2019/2020**

Activity	Number of Hours	Notes	Tier Paid	Tier 1	Tier 2	Tier 3	Tier 4
OM Coordinator	21-40		2 / 3		\$750	\$1,000	
Brain Buster Challenge	10-30		1 / 2	\$500	\$750		
Spelling Tournament	10-30		1 / 2	\$500	\$750		
Geography Tournament	10-30		1 / 2	\$500	\$750		
Math Tournament	10-30		1 / 2	\$500	\$750		
Speech Tournament	10-30		1 / 2	\$500	\$750		
Writing Tournament	10-30		1 / 2	\$500	\$750		
Science Olympiad/ Science Competition	10-30		1 / 2	\$500	\$750		
Academic Coach (other)	10-30		1 / 2	\$500	\$750		
Club Advisor	10-20		1	\$500			
Performing Arts Director	10-40+		1 / 4	\$500	\$750	\$1,000	\$1,500
6th Grade Science Camp	All Staff That Attend Tier 1 (1 Coord Tier 2)		1 / 2	\$500	\$750		
Other (Wellness Coordinator, TSAP Lead Teacher, etc)	10-40+		1 / 4	\$500	\$750	\$1,000	\$1,500

Retirement Base is Annual or Non-Reportable

Tiers for Academic Coaches:		<i>Requires Pre-Approval by Site Administrator</i>
Tier 1:	10 - 20 hours outside contract hours	\$500
Tier 2:	21 - 30 hours outside contract hours	\$750
Tier 3:	31 - 40 hours outside contract hours	\$1,000
Tier 4:	41 + hours	\$1,500

Adopted by the Governing Board:

3/11/14 New Salary Schedule for Academic Coaches (Item X)

Adopted by the Governing Board:

1/14/20 New line item per 11/19 Ballot, Board Approval 1/14/20