

AN  
AGREEMENT BETWEEN  
PLACERVILLE UNION SCHOOL DISTRICT  
AND  
PLACERVILLE ELEMENTARY EDUCATORS ASSOCIATION

2015-2016  
2016-2017  
\*2017-2018

## TABLE OF CONTENTS

Article I	Agreement	Page 1
Article II	Recognition	Page 2
Article III	Association Rights	Page 3
Article IV	Payroll Deductions	Page 4-6
Article V	Benefits	Page 7-8
Article VI	Teacher Workday	Page 9-11
Article VII	Salaries	Page 12
	Salary Schedule	Page 13
Article VIII	Operation of the Salary Schedule	Page 14-16
Article IX	Class Size	Page 17
Article X	Teacher Evaluation	Page 18-24
	Addendum to PEEA Contract	
	PEER ASSISTANCE & REVIEW PROGRAM	Page 25-33
Article XI	Transfers	Page 34-43
Article XII	Sick Leave	Page 44-45
Article XIII	Alternate Use of Sick Leave	Page 46-47
Article XIV	Catastrophic Leave Bank	Page 48-50
Article XV	Bereavement Leave	Page 51
Article XVI	Parental Leave	Page 52-53
Article XVII	Study and Travel Leave	Page 54-56
Article XVIII	Education Leave	Page 57
Article XIX	Leave for Judicial and Official Appearances	Page 58
Article XX	Military Leave	Page 59
Article XXI	Industrial Accident Leave	Page 60
Article XXII	Organizational Leave	Page 61
Article XXIII	Other Leaves and Returning from Leaves	Page 62
	Golden Handshake	Page 62
	Early Retirement Consultancy Contracts	Page 63-64
Article XXIV	Pre-Retirement/Reduced Workload Program	Page 65-67
Article XXV	Shared Teaching Assignment	Page 68-69
Article XXVI	Grievance Procedure	Page 70-72
Article XXVII	Advisory Arbitration	Page 73-74
Article XXVIII	District Rights and Obligations	Page 75
Article XXIX	Concerted Activities	Page 76
Article XXX	Waiver	Page 76
Article XXXI	Savings Provision	Page 76
Article XXXII	Duration of Agreement	Page 77

This Agreement is entered into this 24th day of June, 2009, between the Placerville Union School District Board of Education, hereinafter referred to as the "Board" and the Placerville Elementary Educators' Association, hereinafter referred to as the "Association."

For the purpose of this Agreement, the use of the word day, unless otherwise modified or defined, shall mean calendar day.

- A. The term "teacher" when used herein shall refer to employees included in the unit for bargaining as set forth in the paragraph below, and references to male teachers shall include female teachers. The term "Board" when used herein shall refer to the Board of Education, superintendent, and other central office administrators and principals.
- B. The following teacher personnel who hold valid contracts with the School District comprise this bargaining unit: Teachers in kindergarten classes, teachers of grades 1 through 6, teachers of Chapter I, teachers of music, art, library, physical education, teachers of all subjects grades 7 through 8, teachers of all special education classes; but excluding: All supervisory and executive personnel; office, secretarial, clerical, cafeteria, maintenance, operational, and bus drivers, as well as any other non-certificated and certificated personnel employed by the Board.

A. Bulletin Boards

One bulletin board will be maintained in the staff lounge of each school for the exclusive use of employee organization communications in accordance with the intent of Government Code Section 3543.1(b). Each posted item shall carry the date of posting and the name of the person posting such item.

B. Use of School Facilities

1. The employee shall have the right to make use of facilities for Association business by prior arrangement with the building administrator.
2. The employee may use school equipment (limited to typewriters, ditto machines, mimeograph machines, and A.V. equipment) for Association business (not including supplies) when such equipment is not otherwise in use, subject to the approval of the building administrator.
3. The employee shall have the right to use for Association business the District mail service, teacher mailboxes, and the use of telephones for local calls.

C. Association Business

1. Employees within the District may contact other employees on Association business prior to and after the normal working day of the employee and during duty-free lunch periods or designated recess. However, no formal Association meetings shall be held during designated recesses.
2. Association representatives, not employed by the District, shall first obtain permission to contact employees from the building administrator or the superintendent. No employee Association business may be conducted during the normal workday of the employee(s) except during duty-free lunch periods.

## A. Dues Deduction

1. The right of payroll deduction for payment of membership dues and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.
2. Any unit member who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
3. With respect to all sums deducted by the District pursuant to Section A.1 above, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members, including their names, addresses, and work locations for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

## B. Maintenance of Membership

1. The Association and the District agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of this Agreement. This provision shall not deprive any member of the right to terminate her or his membership within the 30 day period following expiration of the Agreement. If a member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction and/or refuses to provide the association with a lump sum cash payment of dues for the year, the District shall deduct membership dues as provided in Education Code Section 45601 and in the same manner as set forth in Sections A.1 and A.2 above.

ARTICLE IV  
PAYROLL DEDUCTIONS - Continued

---

C. Agency Fee/Religious Objector

1. Any unit member who is not a member of the Association, or who does not make application for membership within 30 days of the effective date of this Agreement, or within 30 days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues and general assessments, payable to the Association in one lump-sum cash payment in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such fee directly to the Association, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
2. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code for example:
  - 2.1 Foundation to Assist California Teachers
  - 2.2 Christa McAuliffe Institute for Education  
Pioneering
  - 2.3 United Way
  - 2.4 American Cancer Society
  - 2.5 Any non-religious, non-labor 501(c)(3) charity of  
your choice

To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption to the Association. The unit member shall make the payment(s) to an appropriate charity as described above. The annual lump sum payment shall be made within 30 days from the date of commencement of assigned duties within the bargaining unit or 10 monthly payments (August through May) made on or before the tenth of the following month.

ARTICLE IV  
PAYROLL DEDUCTIONS - Continued

---

3. Proof of payment(s) shall be made on an annual or a 10 month basis to the Association and District as a condition of continued exemption from the payment of agency fee. Proof of payment(s) shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. The annual lump sum payment shall be made within 30 days from the date of commencement of assigned duties within the bargaining unit or 10 monthly payments (August through May) made on or before the tenth of the following month.
  4. Any unit member making payments as set forth in sections above, and who requests that the grievance or arbitration provisions of this Agreement be used in her or his behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
  5. With respect to all sums deducted by the District pursuant to sections above, whether for membership dues or agency fee, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
  6. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.
- D. As a condition of the effectiveness of this Article, the Association agrees:
1. To indemnify and save the Board, each individual School Board member, and all administrators, harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.
  2. If at any time during the duration of the Agreement, the Association authorizes, causes, or engages in or sanctions any strike, or work stoppage of any kind, or if there is a refusal to perform the duties of employment by any teacher or teachers, then this Article may become null and void and inoperative during the life of this Agreement.



- A. The Board will provide medical, dental and vision coverage for all full-time employees on the following basis:
1. Medical  
The Board will pay the negotiated annual cap (\$6,446.76) for individual and family medical and hospitalization coverage unless this amount is changed as a result of subsequent negotiations.
  2. Dental  
The Board will pay the monthly premium amount for the plan that covers \$1,000.00 a year with two cleanings and the employee is responsible for the additional premium amount for the \$2,000.00 plan.
  3. Vision  
The Board will pay the full cost of the Vision plan beginning July 1, 2013.
  4. Medicare  
An election will be conducted in March, 1992, with the effective date of December 1, 1991 for Medicare.
- B. Employees retiring or laid off at the completion of a full contract year of service will have their medical (at the capped rate), dental and vision premiums paid through August 31st provided they participated in the coverage during the year of service. An employee may upon retirement, continue with medical coverage upon payment of his/her monthly premium paid directly to CVT. The District accountant will provide information to retirees to assist with this process upon request.
- C. The benefits stated above shall be by way of a fringe benefit with no cash reimbursement for those employees who do not qualify for or participate in medical, dental, or vision.
- D. Hospitalization, dental and vision coverage shall be provided to only full-time employees on the basis outlined above. Unit members who work on a permanent part-time basis shall receive a pro rata share of District-provided benefits based on hours taught in relation to full-time employment. In order to be eligible, the employee must contribute the remaining costs of the benefits on a monthly basis.
- E. To be eligible for medical, dental and vision coverage, the employee must be working. Employees on non-paid leaves of absence in excess of three weeks shall be required to pay for the insurance or else it will be terminated.

- F. In the event of any violation of the no-strike clause, this provision shall be immediately terminated and discontinued for the duration of the strike and the employer shall be reimbursed by each employee for any premium paid but unused.
- G. The Board, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance coverage. The failure of an insurance company to provide any of the benefits which it has contract for any reason shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation under this Article.
- H. Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure.
- I. Subject to the terms of the contract with the respective insurance carriers, it is the intent of the parties that insurance benefits provided shall commence on the first compensable working day allowable by the carrier of employees and that coverage shall remain in effect continuously for the duration of this Agreement as long as the employee is actively employed by the Board.
- J. The District and the Association shall mutually select the insurance benefits. The District shall negotiate the rate structure between the District and the carriers.
- K. Notwithstanding the provisions of this paragraph, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage, and other related matters.
- L. Increased Board contributions required by this Agreement shall be effective prospectively only beginning with the next premium payment after execution of this Agreement.

- A. Each principal shall decide on the procedure for providing information relating to staff members' daily presence on the school site.
- B. All teachers, including teachers of special fields, e.g., music, special education, etc., are required to be present at their respective schools at least sixty (60) minutes per day outside the school site beginning and ending time (or equivalent time). The sixty (60) minutes shall be a combination of before and after school time mutually agreed by the teacher and site administrator and subject to the approval of the District Superintendent.
- C. Teachers are not permitted to leave the school grounds during the day, except for their duty-free lunch period, unless permission is given by the principal or his designated representative.
- D. Teachers are responsible for other instructional duties which include program development and implementation, parent conferences, committee assignments, district meetings, back-to-school night, open house, IEP/SST meetings, student supervision and other assignments essential to the functions of the school. Such duties shall be assigned throughout the staff as equitably as is practical.

Administrators and teachers will collaborate to manage professional tasks in a manner in which facilitates the most practical use of time. When possible these meetings will be held during the early release time frame. Teachers will be responsible for attending up to two 1 hour general faculty meetings per month.

The limitation of meetings may be subject to change per Program Improvement status and or state mandates.

- E. On days when teachers are scheduled to work but the pupils are not scheduled to be present, the workday shall be the same number of hours as are normally required during a school day. On days of an emergency release of pupils the workday shall be determined by the building administrator.
- F. The number of scheduled workdays per year for unit members shall be 183 days; the scheduling of such workdays shall be as set forth in the Board adopted school calendar.
- G. The 7 calendared minimum days will be used as follows:
  - 1. Six (6) calendared minimum days to be used for parent/teacher conferences. One additional minimum day for the last day of school.
  - 2. On minimum pupil days, the teacher work day ends 60 minutes after the regular full day dismissal time.
- H. Early Release Days  
Beginning in the 2013-2014 school year an Early Release program will be initiated. The program is being initiated to help facilitate collaboration between teachers and to provide professional development as the District implements the Common Core State Standards. A yearlong schedule will be developed with specific days dedicated to grade level collaboration, subject matter collaboration, school level meetings, cross school collaboration and professional development.
  - 1. Notes from collaboration meetings will be kept and turned into the Site Administrator.
  - 2. Topics covered during the collaboration would include areas covered in Appendix A. This is not an all-inclusive list.
  - 3. Yearlong calendar will be established by the Site Leadership team prior to the beginning of the school year and approved by the Superintendent. This calendar will be distributed to the entire staff. See Appendix B.

ARTICLE VI  
TEACHER WORKDAY - (Continued)

---

- I. Any days which are declared by the Superintendent to be "snow days" shall be made up to complete the required number of teacher workdays.

If students are not required to make up the snow day the snow day bank will be applicable.

Certificated employees may bank days to be used for snow day makeup only. These days may not be used to supplement sick or personal time off.

Employees may bank days within the two week period prior to 1<sup>st</sup> duty day of the new school term; 1<sup>st</sup> two weeks following the last day of school; school break periods or weekends during the school year.

If a teacher has not pre-banked a snow day prior to the snow day, the teacher will be required to use one personal necessity/inclement weather day. The teacher may bank a day, post snow day, and the personal necessity/inclement weather day will be reinstated.

Banked days may not be carried over into subsequent school years.

Days may be banked into two increments totaling 6.75 hours.

Teachers will be required to sign in on a Banked Snow Day form in the school designated location. The form should be completed by the teacher with their name and time in and time out. The administrator will sign the snow bank form. The form will be kept on file at the District Office.

- J. Daily instructional minutes shall be equal to the following schedule:

2006-07

REGULAR DAY

Kindergarten = 325 (including recess)  
Grades 1-2 = 305  
Grade 3 = 310  
Grades 4-5 = 315  
Grades 6-8 = 340

MINIMUM DAY

Kindergarten = 190 (including recess)  
Grades 1-5 = 180  
Grades 6-8 = 196

---

2007-08

REGULAR DAY

Kindergarten = 325 (including recess)  
Grades 1-2 = 305  
Grade 3 = 310  
Grades 4-5 = 315  
Grades 6-8 = 344

MINIMUM DAY

Kindergarten = 190 (including recess)  
Grades 1-5 = 180  
Grades 6-8 = 202

---

The Markham school day includes a teacher preparation time equivalent to a normal period within the student day. **All elementary self-contained teachers will receive a 50 minute per week teacher preparation time. \***

**\*Teacher prep time amount may change due to holidays, minimum days and or other schedule changes.**

Any changes in instructional minutes shall be negotiated.

- K. The teacher's workday is defined as the site instructional minutes plus 60 minutes, as required in Section B, and other duties as specified in Section D.
- L. The workday for teachers, whose assignment includes more than one school site, shall not exceed the longer/longest workday required at any of the sites where services are performed.

The percentage of a part-time employee's workday will be a proportional percentage of a full time employee's workday. Instructional duties shall be prorated at the same F.T.E. percentage. The 60 minute work time requirement outlined in Section B shall be prorated at the same F.T.E. percentage.

If the assigned school has a preparation time, the part-time and/or split assignment teacher shall be granted a preparation time that is proportional to the time the teacher spends at that school site.

If a teacher is on a split assignment, the travel time between sites is to be considered part of the workday, and not counted as a part of the lunch or preparation time. The unit member shall be reimbursed the expense of mileage at the District standard rate of mileage reimbursement.

On minimum days, assembly schedule days, or otherwise adjusted schedule days, the teacher on a split assignment will be provided an equitable duty-free lunch period, as required by the Education Code.

- M. Core and Special Education teachers will be provided 1 (one) release day per trimester/semester to complete required grade level assessments. i.e.: administer, analyze, score and/or enter. Special Education teachers may request additional release days based on caseload.

Employees covered by this Agreement shall be paid salaries effective as of July 1, 2016, as provided in the attached **Exhibit A**.

All new employees to the District are required to serve an orientation day prior to their first day of employment.

**Buy-Back Days:** In extraordinary circumstances only, arrangements may be made with the Superintendent to attend a workshop, class or conference in lieu of the actual buy-back day. The alternate day must meet District goals or support professional growth. All buy-back days will be completed and necessary paperwork submitted to the District Office no later than April 30.

Sub Prep Pay

District will compensate members at the supplemental hourly rate as defined in the salary schedule for covering during Middle School prep period or taking additional students at the Elementary level due to a lack of substitutes. This payment will be per period/hour. If the individual member accumulates the number of hours equal to the teacher/student contact minutes, they may opt to take comp time in lieu of pay. If comp time is chosen, it must be used by the last day of school. If payment is chosen, it must be submitted by the last working day in May.

Extra Curricular Stipends

Placerville Union School District Extra-Curricular Stipends are paid for work done outside of the classroom, during non-duty time.

**Stipends are based on available funds and administrator approval.**

**All stipend positions will be posted. Site administrator will make the selection based on an interview.**

Range	A AB+15	B AB+30	C AB+42	D AB+54	E AB+66
Steps					
1	44,999	46,785	48,641	50,572	52,580
2	46,013	47,838	49,737	51,710	53,763
3	47,048	48,914	50,856	52,873	54,972
4	48,106	50,015	52,000	54,062	56,210
5		51,140	53,170	55,280	57,475
6			54,367	56,523	58,767
7			55,589	57,794	60,090
8				59,095	61,442
9				60,425	62,824
10					64,239
11					65,683
12					67,161
13					68,672
14					70,218
15					71,797
16					73,413
17					75,064
18					76,753
19					78,479
20					80,245
21					82,051
23					83,692

Supplemental Hourly Instruction to Children and Contracted Committee Work

C5 on schedule

Supplemental Hourly Instruction to Peers

\$34.00

Teachers with Master's Degree will receive a \$1,500 annual stipend prorated for less than full time FTE

*Employer contribution to benefits as of July 2017:*

**Annual Cap**

Medical Insurance	\$6,846.76
Dental Insurance	1,148.64
Vision Insurance	242.40
Total	\$8,237.80

**Experience Placement**

<u>Creditable Experience</u>	<u>Placement on Salary Schedule</u>
------------------------------	-------------------------------------

7 or below	year for year
8-10	Step 8
11-14	Step 9
15+	Step 10

EFFECTIVE July 1, 2007 (Board adopted 2/21/07)

Revised format per PEEA 11/3/09

Board adopted 2/18/15 5% Effective July 1, 2014

Board adopted 5/25/2016 1.5% Effective July 1, 2015

Board adopted 11/16/2016 4.0% Effective July 1, 2016

**Exhibit A**

**Page 13**

ARTICLE VIII OPERATION OF THE SALARY SCHEDULE

The classifications in the salary schedule are based upon the amount of preparation each teacher has had. Steps within each classification are based upon the experience the teacher has had. Proper placement on the salary schedule cannot be made until verification of college credit and teaching experience while properly credentialed has been filed with the District Office.

A. Credit for Experience

A teacher must teach seventy-five percent of the days school is in session in a regular appointment in order to have that year count as a year of experience for salary purposes.

Regular appointment shall include those teachers hired as temporary teachers and long-term substitutes serving over 75% of the school year and subsequently hired the next year by the same District.

B. Placement on Salary Schedule

Teachers new to the Placerville Union School District shall be placed on salary schedule according to the table below:

CREDITABLE EXPERIENCE	PLACEMENT ON SALARY SCHEDULE
15+	Step 10
11 - 14	Step 9
8 - 10	Step 8
7 or below	Year for Year

(effective for new employees hired after July 1, 2008)

Thereafter, such persons shall be permitted to advance up to one step and class annually provided he/she has the necessary professional growth units.

C. Professional Growth

Horizontal Movement

1. Units taken for salary advancement are to be upper division or graduate units earned after receiving the Bachelor's or Master's Degree in an accredited four year college or university.
2. Credits earned in unaccredited institutions will be accepted only if they appear on the transcript of a four year college or university accredited by a regional accreditation association or if they are accepted by the Commission for Teacher Preparation and Licensing.
3. Units taken in the fifth year or its equivalent concurrent with the regular Bachelor requirements may be counted as subsequent to graduation if these units are clearly upper division or graduate work and are certified by the college registrar or by transcripts as being in excess of the total units required for the degree and in excess of undergraduate requirements of the Bachelor of Arts Degree.
4. Credit for lower division courses may be granted under the following conditions:



- a. Courses must be pertinent to the teacher's position.
- b. Course approval is limited to 3 units per salary schedule classification, e.g., C, D, E.
5. Committee work approved by the superintendent.
6. Credit shall be for 15 hours of participation as equivalent to one semester unit, and shall not include reading, paper writing, or other outside-of-class activities, pursuant to national accreditation standards for postsecondary education. An hour of participation may be no less than a "50 minute hour." Continuing Education Unit (CEU) - One (1) CEU is equal to ten (10) continuing education contact hours. One (1) CEU equals one-quarter unit or two-thirds of a semester unit.
7. Prior approval of the superintendent is required for courses that do not meet the above criteria.
8. Half of the course work submitted must be pertinent to the teacher's position or pending teacher position.
9. Provisional teachers are not advanced to Class A until they have fulfilled requirements for a degree and regular credential.
10. Teachers will be advanced by not more than one salary class in any one year.
11. During the month of January, the administration will survey all teachers to determine the number anticipating horizontal advancement for the next school year. All final requests for horizontal advancement for the next school year must be submitted to the District Office by July 1. Official transcripts/grade cards/letters verifying additional units must be submitted to the District Office no later than September 1st in order that credit may be given for the additional units for that school year. Providing, however, that should such evidence not be available through no fault of the unit member, an extension of time may be granted by the superintendent. If evidence is submitted later than September 1st, unless an extension is granted, the salary change shall be effective as of the next school year. All course work for additional units must be completed by September 1st. By December 1st, grade cards or official transcripts must be submitted.
12. Credit will be granted for duplication of prior accredited course work only if the duplicate course is taken no less than five years after completion of the course being repeated or duplicated.

ARTICLE VIII

OPERATION OF THE SALARY SCHEDULE - Continued

---

13. Units received as a part of conferences, workshops or courses paid for by the district shall not be credited toward movement on the salary schedule unless the employee personally pays an additional fee for the units received, and presents a receipt of payment for those units.

Vertical Movement on the salary schedule shall be based on years of experience in the Placerville Union School District.

1. Vertical advancement on the schedule will be based on one step per year of acceptable service. Teachers who reach and remain at the bottom of class for two or more years and subsequently change class will recover years spent at the bottom of the previous class.
2. No additional course work will be required for this purpose.
3. A teacher must work seventy-five percent of the days school is in session in order to receive credit for that year on the salary schedule - except as written in #4.
4. Job Share Credit: Upon completing a year's work at a percentage of time, the teacher will receive an equal percentage of service credit toward advancement on the salary schedule. (This change in language will not affect Job Share contracts that have been approved for the 2003/04 school year.)

- A. It is the goal of the Placerville Union School District to keep average class sizes at or below the following levels:
- a. K-3                      26-1
  - b. 4-8                      32-1
- B. It is understood that combination classes are currently not the ideal learning environment for both the student and teacher. The District will make all efforts to avoid combination classes. At times for financial or other reasons a combination class will need to be established.
- 1. If a combo class is established two hours of Para educator time per day will be assigned to that classroom for as long as the class is organized as a combo class.
  - 2. For our purpose a combination class is defined as a self-contained classroom with two grade levels; i.e. TK/K, K/1, 1/2, 2/3, 3/4 or 4/5.
  - 3. If at all possible a teacher will not be required to teach a combo class two years in a row.

The Teacher's Evaluation Instrument will be based on the 2009 California State Standards for the Teaching Profession. Binders will be prepared and distributed for all certificated staff.

A. All teachers shall be evaluated. The evaluation of all teachers is a responsibility of the administration. The intent of the evaluation process is to increase the effectiveness of certificated staff and the educational program and to provide constructive recommendations for improvement. In the achievement of these goals, consideration shall be given to:

1. Identifying and recognizing outstanding competence and performance of individuals;
2. Identifying conditions under which individuals serve which handicap the effectiveness of their services so that such conditions will be considered in the individual's evaluation, and administration may take action to remove such conditions;
3. Identifying weaknesses in the performance of individuals so that assistance may be provided to help such personnel overcome their operational deficiencies.

The evaluation process shall be positive in nature and directed toward increasing the professional competence of the evaluatee.

B. Criteria for Assessing Teacher Competency

The purpose of these criteria is to provide guidance to administrators in evaluating and assessing certificated employee competency as it reasonably relates to:

1. The progress of pupils toward the standards established pursuant to the established standards of expected pupil achievement at each grade level in each area of study.
  - . Determines student needs through the use of diagnostic techniques and tools.
  - . Uses knowledge of the curriculum and the standards to plan (appropriate) long- and short-range goals.
  - . Develops and implements learning activities relevant to those goals.
  - . Develops and/or uses appropriate evaluation systems and techniques.
  - . Develops and maintains records of student progress.
2. The instructional techniques and strategies used by the employee.

- . Demonstrates knowledge of techniques and strategies relevant to the subject matter taught.
  - . Determines and uses instruction based upon correct levels of difficulty.
  - . Organizes and makes effective use of instructional time.
  - . Develops and utilizes effective organization and presentation of lessons.
  - . Uses a variety of materials, equipment, and teaching techniques.
  - . Uses knowledge of sound principles of learning in presenting instruction.
3. Adherence to curricular objectives.
- . Uses knowledge of the curriculum and subject matter for which the employee is responsible.
  - . Uses district curriculum guides, scope and sequence frameworks, and/or course outlines to implement instruction.
  - . Monitors the progress of instruction toward the established curricular objectives.
4. The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities.
- . Implements acceptable standards assuring the health, safety, and welfare of students.
  - . Establishes and maintains standards and procedures which promote an orderly learning environment.
  - . Maintains communication between home and school.
  - . Maintains an atmosphere of mutual respect among pupils, teachers, and staff.
  - . Maintains professional working relationships with colleagues and staff members.
  - . Supports procedures established within the school.
5. The evaluator may assess teacher performance in these additional elements:
- . Effectiveness of parent relationships.
  - . Teacher-staff relationships.
  - . Efforts toward professional growth.
  - . Assessment of other duties normally required to be performed by certificated employees as an adjunct to their regular assignments.

#### C. General Procedures

1. Teachers shall be evaluated by their immediate supervisor(s).
2. The work performance of all teachers shall be summarized in writing.

3. Teacher performance shall be evaluated in light of all evidence pertinent to the discharge of the teacher's professional responsibilities and his exercise of professional judgment.
4. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by their supervisor(s) and will have the right to discuss such report with their supervisor(s).
5. Another certificated person may be involved in the evaluation process evaluation process when requested by the evaluatee or deemed appropriate by the supervisor. Data submitted by this person shall be considered by the supervisor in his evaluations, and shall become part of the evaluatee's file.
6. Overall evaluation activities will be the responsibility of the supervisor.

7. Probationary Teachers

A. Formal observations/evaluations will be conducted each year during the probationary period. Informal classroom observations will be conducted on an ongoing basis.

B. The principal will:

1. Within the first 75 days of the teacher work year, conduct a minimum of one classroom observation and post-observation conference using the district-wide teacher observation forms and hold a summative evaluation conference using the district-wide teacher evaluation forms.
2. Within the first 110 days of the teacher work year, conduct at least one additional classroom observation and post-observation conference using the district-wide teacher observation forms and hold a summative evaluation with the teacher using the district-wide teachers evaluation forms.
3. Additional formal observations/evaluations may be conducted as needed.
4. Evaluation and assessment of the performance of each teacher shall be made on a continuing basis. The evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the teacher. Whenever evaluation conferences are held at other than the stipulated formal evaluation periods, observations and recommended corrective action must be put into writing and a copy given to the evaluatee.

8. Permanent Status Teachers

A. Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows: EC 44664

1. For at least the first 10 years of employment, formal observations/evaluations will be conducted every other year. Informal classroom observations will be conducted on an ongoing basis.
2. 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) and whose previous evaluation rated the employee as meeting or exceeding standards and the evaluator and certificated employee being evaluated agree, the employee may be observed/evaluated at least every five years.

ARTICLE X  
TEACHER EVALUATION - Continued

---

B. During a teacher's "on year", the principal (or assistant principal) will:

1. Within the first 90 days of the teacher's work year, conduct a minimum of one classroom observation and post-observation conference using the district-wide teacher observation forms.
2. By 30 days prior to the end of the school year, conduct at least one additional classroom observation and post-observation conference using the district-wide teacher observation forms.
3. By 30 days prior to the end of the school year, hold a summative evaluation conference with the teacher using the district-wide teacher evaluation forms.

C. Formal observations/evaluations may be conducted on a teacher's "off year", as needed.

9. The evaluation of members of the unit except for alleged violation of procedural matters, shall not be subject to grievance procedure.

D. Evaluatee

1. Provides the supervisor with a tentative set of educational goals and standards of management suitable for the learning environment of his/her class in written form not later than the second week of October.

Class and student goals shall be based upon Board approved standards of expected levels of student progress for each grade level. The goals should take into consideration students' capabilities and educational needs and shall specify criteria to be used in evaluating student achievement of the goals.

2. Meets with the supervisor to review tentative goals and modify as appropriate.
3. Carries out a program of instruction to meet specified goals and makes necessary assessments of progress toward goals.
4. Meets legal and district calendar dates applicable to evaluation.
5. Meets with the supervisor for interim conferences (if needed) and formal evaluations.

E. Calendar

Within the  
first 30  
teacher  
workdays

All teachers describe tentative standards of performance and activities on evaluation form(s) for supervisor.

Within the  
first 45  
teacher  
workdays

Supervisor and teacher mutually agree to standards of performance and activities that are to form the basis of the evaluation. Another certificated person may be involved at this time in accordance with Section C.5.

ARTICLE X  
TEACHER EVALUATION - Continued

---

Within the first 75 teacher workdays for probationary teachers	<p>First formal classroom observation, post-observation conference, and summative evaluation conference. The supervisor will notify the evaluatee, in writing, of observation and/or evaluation results including, but not limited to:</p> <ol style="list-style-type: none"><li>1. Mutually agreed to standards of performance and activities;</li><li>2. Commendation for outstanding achievement;</li><li>3. Noted contributions to the achievement and success of the school program; and</li><li>4. Specific plans and suggestions for improvement, including plans for administrative assistance where appropriate.</li></ol>
--	---

Within the first 90 teacher workdays for permanent status teachers	<p>First formal classroom observation and post-observation conference. The supervisor will notify the evaluatee, in writing, of observation results including, but not limited to:</p> <ol style="list-style-type: none"><li>1. Mutually agreed to standards of performance and activities;</li><li>2. Commendation for outstanding achievement;</li><li>3. Noted contributions to the achievement and success of the school program.</li></ol>
--	---

---

Within the first 90 teacher workdays for permanent status teachers who are experiencing difficulties	<p>Evaluation conference with permanent status teacher who is experiencing specific difficulties. Supervisor will notify the evaluatee, in writing, of observation and/or evaluation results including, but not limited to:</p> <ol style="list-style-type: none"><li>1. Mutually agreed to standards of performance and activities;</li><li>2. Commendation on areas showing improvement since last evaluation;</li><li>3. Specific plans and suggestions for additional improvement, including plans for administrative assistance where appropriate.</li></ol>
--	---

January/ February	<p>Additional written evaluation reports, based upon observations and conferences, as required. Continue effort for improvement and hold observations by more than one person if appropriate or requested.</p>
----------------------	--

---

Within first 110 teacher workdays for probationary teachers	<p>Second formal classroom observation, post-observation conference, and summative evaluation conference. Supervisor will notify the evaluatee, in writing, of observation and/or evaluation results including, but not limited to:</p>
---	---



1. Mutually agreed to standards of performance and activities;
2. Commendation on areas showing improvement since last evaluation;
3. Noted contributions to the achievement and success of the school program; and
4. Specific plans and suggestions for additional improvement, including plans for administrative assistance where appropriate.

February/  
March

Additional written evaluation reports, based upon observations and conferences, as required. Continue effort for improvement and hold observations by more than one person if appropriate or requested.

---

No later  
than 60  
calendar days  
before the  
end of the  
school year

Last day for mutually agreed to changes in standards.

No later than  
30 calendar  
days before  
the end of  
the school  
year

Final day for formal classroom evaluation, post-classroom observation, and evaluation conference with permanent status teachers.

April/May

The supervisor will summarize with evaluatee the accomplishment of goals and objectives for the year and begin to plan for developing goals and objectives for the succeeding year.

Dates and time lines may be altered upon mutual consent of the teacher and the principal with the approval of the superintendent.

F. Supervisor's Responsibility

The following guidelines are provided for information purposes only, and are not subject to the grievance procedure. It is understood that these guidelines are to assist the supervisor as the District's representative in the evaluation procedure. Should changes be made in these guidelines, the District would notify the teachers and make a copy of the changes available through their principal.

1. Hold one or more meetings with evaluatees during the orientation at the beginning of the school year to review district and school philosophy, goals, and objectives.
2. Holds one or more meetings with evaluatee during the orientation period at the beginning of the school year to review evaluation policies and procedures and the evaluation calendar at a staff meeting or individually, as needed.

ARTICLE X  
TEACHER EVALUATION - Continued

---

3. Becomes familiar with job descriptions and evaluation regulations. Reviews evaluatee stated standards of performance and activities and schedules a conference with evaluatee and others participating in the evaluation, not later than November 1, for revision, if needed, and mutual agreement as to appropriateness of plans.
  4. Insures that appropriate evaluation procedures are initiated toward meeting agreed upon standards.
  5. Conducts interim evaluations, as needed.
  6. Meets all applicable legal and district calendar dates.
- G. The District reserves the right, notwithstanding this section, to dismiss a teacher for just cause as provided under the Education Code. This Article, with the exception of the procedures as specified in Sections C, D, and E of this Article, shall not be subject to the implementation of the grievance procedure. Evaluation material, for placement in a teacher's file, must be in compliance with the provision of this Article.
- H. Revising the Teacher Evaluation Process

As the research on teacher evaluation continues, it will occasionally be necessary to update the existing teacher evaluation process.

1. One teacher representative from each school (nominated by the Placerville Elementary Educators' Association) and the principal from each school will meet with the superintendent to review the teacher evaluation process as requested by PEEA or the district.
2. The teacher evaluation process will be revised as agreed upon through a consensus of the committee. No votes will be taken. If consensus cannot be reached, the existing teacher evaluation process will remain intact.
3. Once a consensus of the committee has been reached, the recommendation(s) will be submitted to the negotiation team and the Superintendent.

ADDENDUM TO PEEA CONTRACT

PEER ASSISTANCE AND REVIEW PROGRAM

The Placerville Elementary Educators' Association and the Placerville Union School District are continuously striving to provide the highest quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers participating are valuable professionals who will have resources available to them in the interest of improving performance as measured by the California Standards for the Teaching Profession (CSTP).

I. Joint Panel (JP)

- A. The Joint Panel shall consist of five members, three of whom shall be certificated classroom teachers. One teacher from Markham, Sierra and Schnell selected by the Association from a list of qualified candidates. The District shall choose the two administrator members of the Joint Panel. The panel shall also include two alternates, one administrator and one teacher. (Alternate - If a member cannot complete the year, the alternate would take over.)
- B. The Joint Panel shall establish its own meeting schedule. In order to meet, at least three of the members of the Joint Panel, including at least two teachers, must be present. Teachers who are members of the Joint Panel shall be released from their regular duties to attend meetings, without loss of pay or benefits.
- C. Annually each PAR Panel Member shall be paid \$27 per hour (2006-07) and \$28 per hour (2007-08) from the total annual State funding for the PAR Program in the District.
- D. The Joint Panel shall be responsible for the following:
  - 1. Providing annual training for the Joint Panel Members.
  - 2. Establishing its own rules of procedure, including the method for the selection of a chairperson from the teacher members.
  - 3. Adopting Rules and Procedures to effect this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.

4. Distributing: At the beginning of each school year, a copy of the adopted Rules and Procedures will be distributed to all bargaining unit members and District/School administrators.
  5. Selecting trainers and/or training providers in cooperation with County services.
  6. Determining the number of Consulting Teachers in any school year: Based upon participation in the PAR Program, the budget available and other relevant considerations.
  7. Establishing a procedure for application as a Consulting Teacher.
  8. Selecting the panel of Consulting Teachers.
  9. In cooperation with County services or collaboratives, providing training for Consulting Teachers being given responsibility for any Participating Teacher.
  10. Sending written notification of participation in the PAR Program to the Referred Participating Teacher and administrator within ten days of the convening of the Joint Panel.
  11. Making available the names of the Panel of Consulting Teachers for selection by the Participating Teacher. The Consulting Teacher shall be chosen within ten days of receiving the names and resumes.
  12. Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teachers progress in the PAR Program.
  13. Evaluating annually the impact of the PAR Program in order to improve the program.
- E. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Panel Members and Consulting Teachers may disclose such information only to those who are charged with the responsibility to administer the PAR Program. Confidentiality is absolutely one of the most important parts of this program.
- F. The District agrees to indemnify and hold harmless and to provide a defense to all/any member of the Joint Panel against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Panel=s participation in Peer Assistance and Peer Review.
- G. If an administrator on the PAR panel has a referred teacher at his/her site, this administrator will remove him/herself from discussions or reports to avoid any conflict of interest.

## II. Participating Teachers (PT)

- A.1. A Referred Participating Teacher is a teacher with permanent status, who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject and/or related aspects of his or her teaching performance as a result of an unsatisfactory evaluation.
- A.2. Criteria for referral may include the progress of pupils toward the standards of expected pupil achievement established by the PUSD Board of Trustees, and, if applicable, the State-adopted Academic Content Standards. In addition, teacher referral may be based on teacher performance as measured against the CSTP, to include engaging and supporting all students in learning, creating and maintaining effective environments, understanding and organizing subject matter, planning instruction and designing learning experiences and assessing student learning. Areas of need such as habitual tardiness or excessive absences do not qualify a teacher to be referred to the PAR Program.
- A.3. In lieu of agreement on A.1:
  - a. The evaluation and assessment of certificated employee performance pursuant to this section shall not include the use of publishers= norms established by standardized tests.
  - b. Any evaluation performed pursuant to this article that contains "unsatisfactory" and/or "needs improvement" in 8 out of 31 of the subsection scores of an employee's performance evaluation or "unsatisfactory" in 4 out of the 31 subsection scores, in two consecutive years, requires that the certificated employee shall participate in the Peer Assistance and Review Program. Teachers with three "unsatisfactory" or "needs improvement" will be encouraged, but not mandated, to participate in the Program. Teachers encouraged to participate, due to unsatisfactory evaluations for 3 consecutive years, shall be referred for mandatory assistance.
  - c. The administrators of each school in consultation with district administration shall evaluate and assess certificated employee performance as it reasonably relates to:
    - 1. The progress of pupils toward the District's adopted Academic Content Standards.

2. The instructional techniques and strategies used by the employee.
  3. The employee's adherence to District-adopted curricular objectives.
  4. The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.
- d. Assistance and remedial efforts shall be preceded by an initial conference in the spring of the year when the teacher is referred to the PAR Process. The conference shall involve the teacher being referred, the evaluator and the consulting teacher. If the participating teacher requests it, the Association shall provide representation in the meeting.
  - e. The time line for an assistance plan for a Referred Participating Teacher in the PAR Program shall not exceed eighteen months for one referral.
- B. A Volunteer Participating Teacher is a teacher with permanent status, who volunteers to participate in the PAR Program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate his or her participation in the PAR Program at any time.
1. Voluntary Participation of Permanent Teachers
    - a. Permanent teachers desiring assistance in improving their practice may apply to the PAR Joint Panel for such assistance on a confidential basis. The Panel shall approve or decline the application.
    - b. The Volunteer and Consulting Teacher will meet to determine the needs of the volunteering teacher as specifically as possible and will jointly develop an Assistance Plan.
    - c. When a teacher enters the program voluntarily, documentation will not be placed in the personnel file as long as participation continues on a voluntary basis. All written and verbal communication between the teacher and the Consulting Teacher shall remain confidential.

## 2. Voluntary Participation of Experienced Probationary Teachers

- a. Probationary teachers, not eligible for BTSA, desiring assistance in improving their practice may apply to the PAR Joint Panel for such assistance on a confidential basis. The Panel shall approve or decline the application.
  - b. The Volunteer and Consulting Teacher will meet to determine the needs of the volunteering teacher as specifically as possible and will jointly develop an Assistance Plan.
  - c. The Volunteer may terminate participation in the program at any time upon written notice to the PAR Panel.
  - d. When a teacher enters the program voluntarily, documentation will not be placed in the personnel file as long as participation continues on a voluntary basis. All written and oral communication between teacher and the Consulting Teacher shall remain confidential.
  - e. Voluntary participation is non-evaluation and shall not be a factor in the administrator's evaluation or the election or non-election of the probationary teacher.
- C. The Participating Teacher may select his or her Consulting Teacher from the panel of Consulting Teachers provided by the Joint Panel. A different Consulting Teacher may be selected (with oversight by the Joint Panel) to work with the Participating Teacher at any time during the process, when requested by the Participating Teacher or the Consulting Teacher. The Joint Panel will determine a process for prorated compensation of the Consulting Teacher in the event the Consulting Teacher is changed.

### III. Consulting Teachers (CT)

- A. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:
1. A credentialed, permanent teacher, not part of the District's administrative team, early retirement candidates or teachers/administrators retired within the last five years.

2. Five years, recent, full-time experience in classroom instruction.
  3. Demonstrable, exemplary teaching ability, as indicated by, among other things, his/her last two evaluations. Other factors may include effective communication skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet pupil needs on different contexts.
  4. Three references from individuals with specific knowledge of his/her expertise, as follows:
    - a. A building principal or immediate supervisor.
    - b. An Association representative.
    - c. Another classroom teacher.
  5. Successful completion of a training program approved by the Joint Panel to include, at minimum, the California Standards for the Teaching Profession, structured observation techniques and tools and the role of the Consulting Teacher (may be done after selection, and prior to assignment to a PAR participant).
- B. The Consulting Teacher shall not be an elected officer of PEEA.
- C. Consulting Teachers may be drawn from a pool of qualified Consulting Teachers from outside the District if deemed necessary.
- D. Consulting Teachers shall be selected by a majority vote of the Joint Panel following optional classroom observations by the Joint Panel.
- E. A Consulting Teacher shall be provided release time as necessary with approval of the Consulting Teacher's site administrator. The term of Consulting Teacher shall be 12-18 months. In the event that the services of the Consulting Teacher is no longer required due to any reason, including participating teacher resignation or extreme conflict between the participating teacher and Consulting Teachers, the term will end by agreement of the Joint Panel. Each time a teacher applies for additional terms as a Consulting Teacher, he or she must meet all the conditions and requirements set forth in Paragraphs A-D above. A teacher may not be appointed to a full-time administrative position in the District while serving as a Consulting Teacher.



- F. Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members.
1. In addition to the regular salary, a Consulting Teacher working with a voluntary participant shall receive an annual stipend of \$2,000 for 40 hours of assistance. Upon approval of application for the second year, (a six month term) Consulting Teacher will receive \$1,000 if he/she has been the Consulting Teacher for a minimum of one year with the same participating teacher. If the voluntary Participating Teacher terminates, the Consulting Teacher's compensation shall be prorated accordingly.
  2. The stipend for a Consulting Teacher working with a referred teacher who received an unsatisfactory evaluation shall be \$4,000 for 80 hours of assistance within year one and \$2,000 for 40 hours assistance in year two.
  3. After completing the first year of services as a Consulting Teacher, the Consulting Teacher who is an employee of PUSD, will receive a one time \$500 compensation as recognition for putting Consulting Teacher training to use.
- G. Consulting Teachers shall have responsibility for no more than one participating teacher. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, or by other activities, which, in their professional judgment, will assist the Participating Teacher.
- H. The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR Program.
- I. The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences. The technique of observation may be structured and its use required by the Joint Panel based upon Consulting Teacher training provided by the County collaborative.

- J. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide monthly written reports to the Referred Participating Teacher and PAR Panel for discussion and review.
- K. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until he or she concludes that the teaching performance goals and assistance plan of the Participating Teacher have been satisfactorily addressed, or that further assistance will not be productive or 18 months of assistance have been provided. A copy of the Consulting Teacher=s report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Panel. The Participating Teacher=s signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Panel. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Panel, and to be represented at this meeting by the Association representative of his or her choice.
- L. In order to provide improved assistance, the Consulting Teacher may discuss their work with the Referred Participating Teacher with members of the Joint Panel, the evaluator of the Referred Participating Teacher, other Consulting Teachers in the context of a training process (sanctioned by the Joint Panel). All consultation must remain confidential and be for the sole purpose of helping the Consulting Teacher improve services to the Participating Teacher.
- M. The teacher performance goals and assistance plan listed in H above and the written reports by the Consulting Teacher listed in (J) and (K) above shall be made available for placement in the Referred Participating Teacher=s personnel file, and may not be used in the evaluation of a Participating Teacher.
- N. The District agrees to indemnify and provide a defense for the Consulting Teacher against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Consulting Teacher=s participation in Peer Assistance and Review Program. The Consulting Teacher retains his or her right to select his or her own attorney to represent him or her in such actions at their own expense.

- O. Training for Consulting Teachers and Joint Panel Members, outside the regular school day, shall be paid at the staff development rate on the Extra Services Pay Schedule.

#### IV. Participation of Beginning Teachers Eligible for BTSA

- A. It is expected that all eligible first and second year teachers will take part in the Beginning Teacher Support and Assessment Program.
  - B. Teachers involved with the BTSA Program will be eligible to earn units through California State University, Sacramento, based on the additional time that they are required to put in to participate in the BTSA Program.
  - C. The BTSA Program is a two-year commitment for teachers with no experience and one year for teachers with one year of experience.
  - D. ARTICLE 20 - Peer Assistance and Review  
All communication and documentation between the beginning teacher and the consulting teacher or support provider will be strictly confidential and only a record of participation will be forwarded to the PAR Panel.
  - E. Compensation for BTSA support providers shall be \$1,500 per year, per Beginning Teacher, hours determined by BTSA program.
  - F. If additional hours are deemed necessary by the BTSA provider and site Administrator; the provider will be paid the current hourly rate up to 20 additional hours upon approval of the Superintendent.
- V. This document is subject to re-negotiation for a three-year period. It will not be considered an opener for either the District or Association during this time.
- VI. Each year the panel shall elect a Chairperson by secret ballot from the three members who are teachers. A classified person at the site of the meeting shall count the vote. Members not at the meeting may vote by proxy.

A. Transfer of Certificated Personnel

The District transfer policy is intended to provide an orderly and consistent procedure by which certificated personnel may be reassigned or transferred within the District.

A transfer is the movement of a unit member from one work location to another work location. The transfer may include a change in grades or subject area as long as the move involves changing worksites.

A reassignment is the movement of a unit member from one subject area to another subject area or one grade level to another grade level.

If a teacher is transferred or re-assigned to another classroom, grade level or subject area they will receive two days compensation at their daily rate. This excludes looping or temporary status teachers.

Any member who is transferred or reassigned will be granted a conference with the site administrator.

A teacher who applies for a transfer shall be granted an interview.

B. The Following Three Types of Transfers are Possible:

1. Teacher Initiated

Where the teacher requests transfer for reasons of personal convenience or professional improvement.

A unit member may submit a request for transfer to the District at any time, whether or not a vacancy exists. A unit member may also submit a request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article.

If two (2) or more unit members, with state required credentials for the position, apply for a vacancy, all other qualifications being equal with the provisions in C1 and C2 of this article, the unit member with the greatest seniority shall receive the transfer.

A transfer request shall not be denied arbitrarily, capriciously or without basis in fact.

If a unit member's request for a voluntary transfer is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting, the unit member may request and shall receive written reasons for the denial.

## ARTICLE XI

### TRANSFERS - Continued

If the unit member requests that his/her application for transfer be kept confidential, the supervisor at his/her worksite shall not be notified by the District of the application.

Unit members returning from leave shall be afforded all rights provided under this section.

#### 2. School Initiated

Where, in the principal's judgment, it would be in the best interests of the school and the teacher to transfer the teacher to a new assignment. This could occur through inter-school or intra-school transfer. The principal shall state the reasons for this transfer in writing.

Involuntary transfer/reassignment shall be considered for the following reasons: A decrease in the number of pupils which requires a decrease in the number of unit members; elimination of program(s) and/or funding; or worksite closings; or the provisions in C-1 and C-2, staff needs or program needs.

#### 3. District Initiated

Where transfer is necessitated because of a credential problem, a return from leave, the filling of existing vacancies, the opening/closing of schools or facilities, the transfer of a program or where a surplus situation exists.

If a particular site is to be closed, unit members at that site shall be accorded first priority for filling any new or vacant positions at the site or sites to which the pupils at the closing site are being placed.

If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary transfer/reassignment. If an involuntary transfer/reassignment becomes necessary, the unit member with the least seniority with the appropriate credential shall be transferred or reassigned.

Unit members from the closed site shall also be accorded first priority in filling all vacancies that arise for which they have an appropriate credential. When two (2) or more unit members apply for the same vacancy, that position shall be given to the person in accordance with provision C-1 and C-2.

## ARTICLE XI

### TRANSFERS - Continued

Unit members returning from leave shall be afforded all rights provided under this section.

#### C. General Provisions

1. Qualifications for vacancies and promotional positions shall be deemed to include:
  - (a) State Certification - applicant must possess credential required for that position and NCLB highly qualified certification.
  - (b) Properly executed evaluations.
  - (c) Experience in the area of the vacancy should be quantifiable in years or in units.
  - (d) Grade level experience.
  - (e) Length of service in the Placerville Union School District. All other factors being equal length of service in the Placerville Union School District shall be the determining factor in granting all transfer, assignments and reassignments.
  - (f) Major or minor field of study.
2. Criteria for placement shall include:
  - (a) School program needs.
  - (b) School staff needs.
  - (c) Affirmative Action Regulation.
3. Final selection rests with the site administrator or Superintendent.
4. Promotional positions are defined as those positions paying a salary differential or those which are of an administrative or supervisory nature or both.
5. Pending enrollment, a fair and reasonable effort shall be made to give written notice of a change in the next year's assignment. Such notice shall specify the building or site, grade, grade level, subject area and position to which the unit member will be assigned. In addition, such notice shall

## ARTICLE XI

### TRANSFERS - Continued

explain the nature of special needs or concerns, as they currently exist, which may be experienced by pupils assigned to the unit member.

#### 6. Assignment Limitations

Unit members shall be assigned only to positions for which they hold a valid California credential and for which they are qualified.

At a unit member's sole discretion, the unit member may agree to an assignment outside the unit member's credential authorization(s), providing that the District shall secure all the necessary waivers and emergency credentials.

At the end of a school year, the unit member, at his/her sole discretion, may withdraw from the voluntary assignment.

#### 7. Seniority

Seniority is defined as the unit member's initial date of hire in the bargaining unit.

Unit members with the same initial date of hire shall have their seniority number determined by lot.

The lottery shall be conducted in the presence of at least one (1) Association Executive Board Member and one classified. Once the lottery is used to determine a unit member's seniority, that seniority shall remain in effect while in the service of the District.

A unit member's seniority shall accrue during layoff and/or leave of absence.

#### D. Vacancies, Promotions - Posted

A vacancy is any position that does not have a unit member assigned to it. This includes any vacated, promotional or newly created position, including positions created by reconfiguration or restructuring and any supplemental instructional programs offered by the District.

Upon knowledge of vacancies, the District shall deliver to the Association via email and post in all worksites a list of all vacancies, which occur during the work year and for the following work year. The list shall contain the following: a job description to include a start date, anticipated duration of employment, full or part time and other pertinent information and

ARTICLE XI  
TRANSFERS - Continued

---

have a closing date which is at least six (6) working days following the posting date.

In the event of an emergency, the vacancy shall be filled on a temporary basis until such vacancy has been posted for at least five (5) teacher workdays.

Credentials and qualifications necessary to meet the requirements of the position.

No assignment to fill the vacancy shall be made until after the closing date.

The District shall, upon request by a unit member, notify that unit member by mail or email of any posted openings which may arise during a vacation or summer recess, intersession or a period of leave. The unit member's request must be in writing or email and must include a mailing address or email address.

If a unit member has a Tentative Agreement Survey, email or written letter on file, it is not necessary to make a further application in order to be considered for any vacancies and will receive verbal or written communication as to the status of their application.

The District shall, upon request of the unit member, deliver in writing, the reasons for the unit member not receiving the vacancy.

No outside applicant shall be selected to fill a vacancy without due consideration of a qualified unit member applicant.

E. Teacher Initiated Transfers

1. Any teacher presently on permanent status or eligible for permanent status in the coming school term may apply for transfer to another building. Such application shall be in writing to the Superintendent. If the applicant is denied the request for transfer, the reasons for denial shall be set forth in writing or email upon request. All teachers who apply for a vacancy will be notified when the position is filled.
2. Between January and the end of August each year, the District will list all known bargaining unit vacancies and post within the District and by email. Announcements shall describe the general duties and responsibilities of the position.



ARTICLE XI  
TRANSFERS - Continued

---

3. In initiating a transfer, selection of the teacher to fill a vacancy shall be in accordance with the qualifications and criteria in C. (General provisions).
4. Unsuccessful candidates for any voluntary transfer or reassignment may file a written or email request within ten (10) workdays after being notified of the decision to discuss the selection process with the administrator. If the unsuccessful candidate is not satisfied with the results of the meeting, he/she may file a written request that the administrator provide the reasons for the selection in writing. The administrator shall respond within ten (10) calendar days.

F. Round One: Internal Transfers/Reassignments From Tentative Assignment Survey.

1. By January 10th, the District Office will ask all unit members to complete a Tentative Assignment Survey (T.A.S.) for the upcoming school year. The purpose of the T.A.S. form is to permit valuable and timely input from the unit members in the planning process for staffing for the next school year. The T.A.S. form will indicate whenever a new school will be opening the next school year. The information will list all vacancies for the next school year, which are known, and the timeline for the process to fill vacancies.
2. It is the responsibility of each unit member to return a completed T.A.S. form within two (2) calendar weeks, but is not required.
3. It is the responsibility of each unit member to indicate on the form his/her interest in either a reassignment to a specific position(s) within the same school or in a transfer to certain school(s) and/or specific positions for the next school year irrespective of whether an opening exists at the time. A unit member may also indicate a general desire to transfer without listing specific schools or positions.
4. If there is a projected vacancy, all unit members who indicated interest on the T.A.S. will be considered by the Superintendent and the principal(s) of the school(s) involved. Unit members who indicated a general interest, but did not specify specific positions, will have an opportunity to notify the District of interest in a specific position, on an ongoing basis, by contacting the District Office.

ARTICLE XI  
TRANSFERS - Continued

---

5. After the administrators involved have had sufficient time to review the unit members' T.A.S. requests, and upon posting of vacancies (see Article XI. D.1.), a decision to fill each vacancy will be made.
6. Each unit member who requested a specific transfer or reassignment will be notified by the appropriate administrator of the decision within thirty (30) calendar days of the deadline for submitting the T.A.S. form. (See Article XI D.1.)

G. Round Two: Internal Advertisement Of Remaining Vacant Positions.

1. Once all the Round One transfers and reassignments have been determined (approximately February 15), any remaining vacant positions will be advertised internally by posting vacancies and by U.S. mail and email to all unit members on leave. Unit members will have five (5) workdays to express an interest to be considered for the vacant position(s) by contacting the District Office.
2. All known vacancies shall be filled in the same manner as in Round One.
3. The District may advertise for and recruit external candidates, but shall not consider external candidates for vacant positions during Round Two.

H. Round Three: Internal/External Hiring.

1. Once the Round Two transfers and reassignments have been determined (approximately March 1), any remaining vacancies will be advertised both internally and outside the District. Unit members, as well as outside applicants, may apply and will be considered for any vacancy. The District will fill all remaining vacant positions as soon as practicable.

I. School or District Initiated Transfers

1. School or District initiated transfers that result in relocating a teacher in another building or in reassigning a teacher and result in changing the teacher's immediate supervisor shall be made only in cases of valid school or District needs. (refer to C-1 and C-2)
2. Certificated employees shall be transferred only after:
  - (a) discussion(s) with the principal and

ARTICLE XI  
TRANSFERS - Continued

---

- (b) notification in writing of the reasons for transfer postmarked or delivered in person within five days of the discussion with the principal and
  - (c) serious and reasonable efforts have been made to reach agreement between the teacher and the principal.
3. A serious and reasonable effort will be made to place a teacher in an equivalent position.
  4. Any teacher affected by a school or District initiated transfer shall be notified as soon as possible of his/her new assignment, and shall be released by the Board from the teacher's contractual obligation of the new assignment if the teacher so requests. A teacher so transferred may apply for any subsequent vacancy in the District.
  5. A probationary teacher with less than five years teaching experience shall not normally be transferred during a probationary period unless it shall be in the probationary teacher's best interests. Whenever possible a teacher that was involuntarily transferred would not be transferred again for three years except upon their request.
  6. Notice of involuntary transfer shall be given to certificated employees within ten (10) days of the decision.
  7. Certificated employees shall have the right to appeal a transfer through the grievance procedure.
  8. Certificated employees shall have the right to request placement from the District vacancy list.

J. Misassignment/Teacher Certification

The provisions of Education Code Sections 44256, 46300, 44258.1, 44258.2, 44258.7 and by reference Section 44258.9, as they relate to bargaining unit members, are incorporated into this section by the District and the Association as though fully set forth. In furtherance of this provision:

Members of the bargaining unit shall be assigned or reassigned to classes consistent with their credentials and major and/or minor subjects of study except as may be hereinafter provided. Where such exceptions are permitted, they shall occur only by mutual agreement among the bargaining unit members affected, the Association and the District.

ARTICLE XI  
TRANSFERS - Continued

---

A bargaining unit member who qualifies under the provisions of Education Code Section 44256(b) to teach departmentalized classes or groups of pupils below grade 9, and who applies for authorization from the District, shall not be denied such authorization except during or in response to a reduction in force pursuant to Education Code Section 44955 and 44949 (February and March).

A bargaining unit member who qualifies under the provisions of Education Code Section 44258.2 to teach classes in grades 5 to 8, inclusive, in a middle school and who applies for authorization from the District, shall not be denied such authorization except during or in response to a reduction in force pursuant to Education Code Section 44955 and 44949 (February and March).

A bargaining unit member who qualifies to teach any single subject classes, and who applies for authorization from the District, shall not be denied such authorization except during or in response to a reduction in force pursuant to Education Code Section 44955 and 44949 (February and March).

A bargaining unit member who qualifies under the provisions of Education Code Section 44258.7(b) to coach competitive sports for which pupils receive physical education credit and who applies for authorization from the District, shall not be denied such authorization except during or in response to a reduction in force pursuant to Education Code Section 44955 and 44949 (February and March).

Upon employment, assignment or reassignment, a bargaining unit member shall be advised by the District, both orally and in writing, of the provisions of Education Code Sections 44256, 44258.5 and 46300, 44258.1, 44258.2, 44258.7 and 44258.9. Such notice, however, shall not relieve the District of responsibility to safeguard the rights and benefits of proper assignment or reassignment provided to the bargaining unit member under the Education Code and this Agreement.

Any bargaining unit member who may have been inadvertently misassigned, shall be provided with a notice of possible misassignment addressed to the County Superintendent. Such notice shall be signed by the bargaining unit member and transmitted forthwith by the District to the County Superintendent. A time-dated copy of this notice shall be provided to the bargaining unit member and the Association.

ARTICLE XI  
TRANSFERS - Continued

---

All reports, notifications, certifications or verifications whose submission is required by Education Code Sections 44256, 44258.5 and 46300, 44258.1, 44258.2, 44258.7 and 44258.9 from the District to the County Superintendent or from the District to any other agency shall be provided to the Association.

A Committee on Assignments shall be established to evaluate and approve applications from bargaining unit members to teach for up to 40% of a full-time teaching assignment outside of the bargaining unit member's credential authorization. This committee shall be comprised of an equal number of teachers who are members of the bargaining unit and site administrators. Teachers shall be selected in a manner determined by the Association. Paid release time shall be provided to bargaining unit members in order for them to perform whatever duties and attend whatever meetings are necessary from time to time in the performance of their duties on the committee.

A. Entitlement

Sick leave may be used for absences that are medically necessary and caused by illness, injury, maternity disability, or quarantine. A teacher who works five (5) days per week for a full contract year shall be annually entitled to ten (10) days leave of absence for the purpose of sick leave use.

B. Notice of Intended Use

The teacher shall notify his/her immediate supervisor or other designee of the need to be absent from service as soon as known, but in as much reasonable time as is necessary to secure a substitute. The teacher shall also estimate the length of time he/she expects to be absent from service.

An employee becoming aware of the need for absence due to surgery, or other predictable or previously scheduled cause, shall submit a statement from his attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability, the cause of disability, and the anticipated date of the employee's return to active service.

C. Use of Sick Leave

Any unused sick leave credit may be used by the employee for sick leave purposes, without loss of compensation. Upon use of all accumulated sick leave credit, an employee who continues to be absent for purposes of this policy shall receive differential pay (difference between the teacher's daily rate and the actual cost of the substitute teacher or if no substitute was employed, the amount that would have been paid to the substitute had he or she been employed) for a period not to exceed five (5) school months. In order to qualify for differential pay, an employee shall first use all accumulated sick leave credit and in no event shall days of differential pay when combined with days of sick leave use exceed one-hundred (100) days in any school year. Only one increment of differential pay shall be allowed per illness or accident. If a school year terminates before differential pay is exhausted, the employee may take the balance of the differential pay in a subsequent school year.

D. Returning From Sick Leave

Immediately upon return to active service, the employee shall complete the District absence form and submit it to his immediate supervisor. The employee shall provide, upon District request, additional verification of medical reasons for the use of these leave provisions.

An employee who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment, shall prior to reinstatement to his position, be required to submit a medical statement indicating an ability to return to his/her

ARTICLE XII  
SICK LEAVE - Continued

---

position classification without restrictions or detriment to the employee=s physical and emotional well-being.

An employee shall be charged with one additional day of sick leave absence if he fails to notify his immediate supervisor, or his office of intent to return prior to the close of the preceding school day.

**Article XIII - Effective July 1, 2007**

During any school year, a certificated teacher may elect to use accrued sick days for alternate use as described below:

**Tier 1** - During any school year, a certificated teacher may elect to use not more than ten (10) days of accumulated sick leave for any of the cases listed below.

- A. Certificated teachers shall not be required to secure advance permission for leave taken for any of the following reasons:
1. Death or serious illness of a loved one.
  2. Accident involving the teacher or the teacher's property or the person or property of a member's loved one.
  3. Inability to get to the teacher's assigned place of duty because of inclement weather or mechanical failure, provided that no more than two (2) full days of leave may be used for this purpose.
  4. This section allows for ten (10) Personal Necessity/"No Tell" days provided that these days are not used to work at other employment or engage in concerted activities.
- B. Certificated teachers shall be required to give advance notice to the site administrator and the site administrator will inform the Superintendent or his/her designee for leaves taken for any of the following reasons:
1. Appearance in court as a litigant or witness.
  2. To attend to legal matters affecting the health, safety, or economic well-being of a member or their loved one.
  3. To take examinations or meet other requirements for advanced training or professional improvement in the field of education which cannot be scheduled during off duty hours. In such cases, the teacher shall be required to attach to the absence certificate satisfactory written statement of the requirement. This leave may not be used in seeking positions with other districts or agencies, or attending collegiate or other coursework.
  4. Observance of religious holidays provided that no more than five (5) full days of leave may be used for the purpose.
  5. To participate in activities of the school or licensed child day care facility of any of his or her children. Teachers who have legal custody of their grandchildren may also participate. This leave is to be used in half-day increments but not to exceed 50 hours in a school year.



6. Emergency situations involving the teacher or the teacher's property, or the person or property of a loved one, of such a nature that the immediate presence of the teacher is required during the workday.

**TIER 2** - The teacher may use up to an additional 15 days of alternate leave upon notification and approval of the site administrator. The site administrator will advise the Superintendent who will advise the Board of the personal hardship that will necessitate the need for additional days. The teacher will also notify and receive approval from the site administrator of situations which require two or more consecutive days of absence. In the case of extended absence, the teacher will work with the site administrator to assure appropriate planning is established to maintain continuity and quality of program.

1. These days may be used for illness or death of a loved one.

If there are other extenuating circumstances that would necessitate additional days for alternate use of sick leave, the Board, through the recommendation of the Superintendent, may grant the right to use additional days.

**Section 1- Intent of Bank.**

- 1.1 Participation in the catastrophic leave bank is limited to unit members, administrators, and other certificated staff. The intent of this bank is to provide limited additional financial protection because a unit member has run out of sick days either for their own use or taking care of family members (as approved by the Catastrophic Leave Committee). The unit member has to take time off from work for an extended period of time, and taking an extended period of time off work creates a financial hardship for the unit member because he or she has or will have exhausted all of his or her sick leave.
- 1.2 The Catastrophic Leave Committee (CLC or Committee) shall administer the Catastrophic Leave Bank. The Committee shall be responsible for receiving leave requests, verifying the validity of requests, approving or denying requests, communicating its decision to affected unit member, determining when new catastrophic leave assessments of bank members will be made, and soliciting donations of catastrophic leave from unit members.

**Section 2- Donation of Days**

- 2.1 The Bank shall be funded in accordance with the terms below.
- 2.2 The open enrollment period shall be July 1 through September 30.
- 2.3 Days in the Bank shall accumulate from year to year.
- 2.4 Days shall be donated to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Bank participant.
- 2.5 All unit members are eligible to donate to the Bank. Participation in the catastrophic bank is voluntary. Only contributors will be permitted to withdraw from the Bank.
- 2.6 Participants will need to make a donation to remain in the Catastrophic Bank. Annual rate of donation by each participating unit member for each school year shall be a minimum of one full school day and a maximum of five full school days. (EC 44043.5).

The Catastrophic Bank Committee will determine in May, for the following school year, if there will be a need for an annual donation by all catastrophic bank participants.
- 2.7 Each year, those unit members joining the Bank for the first time: new hires, members that have not previously participated, or returning from leave, shall have the opportunity to donate at least one day to the Bank by September 30 and complete Catastrophic Leave Bank Donation Form. The District shall supply enrollment forms for the Bank to all unit members.
- 2.8 If the number of days in the Bank at the beginning of a school year exceeds 45 days, no contribution shall be required by returning catastrophic bank participants.
- 2.9 Unit members who are retiring or leaving the employment of the District may donate up full days of their unused sick leave to the Bank.
- 2.10 Donations shall not be designated to a specific unit member for his/her exclusive use.
- 3.0 The Bank shall be administered by a Committee consisting of two Association members appointed by PEEA and one District confidential designee.

**Section 3- Additional Donation**

- 3.1 Additional donations will be assessed of each Catastrophic bank participant if the number of days in the bank falls below 30 days. Such assessments shall be made in writing and approved by each unit member to continue current participation in the bank by using the Catastrophic Leave Bank Donation Form. Unit members who are drawing from the bank at the time of the assessment will not be required to donate in order to remain eligible to receive benefits from the bank.

**Section 4- Participation**

- 4.1 Participants must use all sick leave (as defined in Article 13) available to them before being eligible for a withdrawal from the Bank. Bank participants, whose sick leave is exhausted, may withdraw from the Bank.
- 4.2 Any unit member who is being covered by Worker's Compensation is excluded.
- 4.3 Cancellation of the unit member's membership in the Catastrophic Leave Bank occurs automatically whenever he/she fails to make an assessed contribution. The unit member shall not be eligible to draw from the bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Catastrophic Leave Bank shall not be returned to the unit member's account of accumulated sick leave.

**Section 5- Withdrawals**

- 5.1 Withdrawals from the Bank shall be granted in units of no more than 15 duty days per occurrence. Any unused portion shall be returned to the bank.
- 5.2 If a withdrawal for an illness exceeds the 15 duty day maximum, additional catastrophic bank days may be granted by the Committee. A new application needs to be made by the member.
- 5.3 Participants applying to withdraw from the Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential. The unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury if requested by the Committee, and decisions of that Committee shall be final.
- 5.4 In the event that the unit member is personally unable to apply for catastrophic bank leave, an immediate family member or unit member's agent may make the request for the applicant.
- 5.5 If the Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal because of insufficient days to fund the request, they shall notify the participant in writing of the reason for the denial.
- 5.6 The maximum number of duty days allowed to be utilized by one unit member for a single injury/illness or disability shall not normally exceed fifteen (15) duty days. The number of catastrophic bank days needed by the unit member shall be specified in the request. The unit member may request up to fifteen (15) additional days by filing an additional request for consideration by the Committee. Any days approved by the Committee but unused by the unit member shall be returned to the Catastrophic Leave Bank.

- 5.7 No unit member shall receive more than thirty (30) days for a single injury/illness from the Catastrophic Bank in a school year.

**Section 6- Accounting**

- 6.1 The District shall have the responsibility of maintaining the records of the Bank.
- 6.2 The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.
- 6.3 The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.
- 6.4 By October 31, of each school year, the District shall notify the Committee of the following:
- Total number of accumulated days in the Bank as of June 30th of the previous school year.
  - The number of days donated by Unit members for the current year.
  - The names of participating unit members.
  - The total number of days available to the Bank.

**Section 7- Termination or Suspension**

- 7.1 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Bank shall be returned to the then current unit members of the Bank proportionately.

**Section 8- Hold Harmless**

- 8.1 The Association agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision.
- 8.2 The Association also agrees that it will not file, on its own behalf or on behalf of any unit members, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality of enforcement of this provision.
- 8.3 The Association agrees to defend, indemnify, and hold harmless the District from any loss or damages arising from the implementation of this provision.

Every person employed by the Placerville Union School District is entitled to three (3) days leave of absence or up to five (5) days if out of state travel, or travel in excess of 200 miles is required, for the death of any member of his immediate family, and to such additional days therefore as the Governing Board of the District may allow.

Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse/domestic partner of the employee, and the spouse/domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living or have lived in the immediate household of the employee. (Ref. EC 44985)

The superintendent or his designee may require proof of death, date of funeral, and/or relationship of deceased to the employee.

A. Maternity Leave

Upon request and proper certification by a physician, an unpaid leave of absence may be granted by the Board of Education because of pregnancy or convalescence following childbirth, to any regularly employed female employee.

Upon reemployment following a maternity leave, the employee shall have reinstated all benefits provided for within the specific provisions of this Agreement.

No teacher shall be permitted to return to work until (a) conclusion of the post-natal period or post-natal examination, or (b) without written authorization that the teacher is physically able and capable of performing all duties and functions of the job and does not create an exposure of liability or industrial risk, and (c) a position is available at such time. Otherwise, the normal return from a maternity and child rearing leave shall be the commencement of the next semester. If a staff-member wishes to extend the normal post-natal convalescent period, she must request such leave of the Board, which they may grant for a period not to exceed one year. The maximum duration of a maternity leave shall not be granted in excess of one year.

B. Pregnancy Disability Leave

Paid pregnancy disability leave of absence shall be granted to an employee as follows:

An employee who is pregnant may continue in active employment as late into her pregnancy as her health permits and as certified by a physician. Disability, as certified by her attending physician, caused or contributed to by pregnancy, miscarriage, abortion, child birth, or recovery there from is considered, for all job related purposes, a temporary disability and shall be treated as such under the sick leave provisions of this Agreement. This leave is an unpaid leave and may be in addition to family care of medical leave to which the employee may be entitled. An employee may use any accumulated paid sick leave and differential pay to which the employee may be entitled. The District Accountant is available for assistance and will provide further information upon request.

C. Parental Leave

Except in unusual circumstances, the Board of Education shall grant an employee an unpaid parental leave, if requested. This leave shall normally not exceed one (1) year in length including the time spent on maternity leave. The termination date shall, whenever possible, coincide with the start of a new semester.

An employee may be granted a parental leave when adopting an infant child. The leave shall not normally exceed one (1) year in length and the termination date shall, whenever possible, coincide with the start of a new semester.

ARTICLE XVI  
PARENTAL LEAVE - Continued

---

D. Paternity Leave

A staff member whose wife's delivery date falls during the academic year may use up to three (3) days alternate sick leave for absences required by her pregnancy or delivery.

The Board of Education may approve study and travel leaves not to exceed one (1) year for certificated employees who have served the District for seven (7) consecutive years, and who are under sixty-one years of age. Study and travel leaves granted in any one year shall not exceed one person.

Study and travel leaves may be granted by the Board of Education from the District rather than from any given position, for the purpose of advanced study, travel study programs, and research. Such leaves are granted not as a reward for professional's services, but rather as an opportunity to prepare for improved service which will benefit the schools and the pupils of the District.

The study and travel leave programs shall operate according to the established provisions of this Agreement.

Applications for this leave will be reviewed by a Study and Travel Leave Committee for making recommendations and establishing priority to the superintendent. The superintendent will submit his recommendations to the Board of Education.

The establishment of these provisions does not void the option of the superintendent to make recommendation or the Board of Education to grant special study and travel leaves in the best interest of the District.

Compensation during a study and travel leave shall be computed as sixty percent (60%) of the pay the employee would have received had the employee remained in the employee's regular position, including any factor dependent upon special credentials, but not including any payment for special assignment or extra curricular activities.

Time spent on study and travel leave shall be credited as regular District service in the determination of years of service for sick leave, seniority, and eligibility for fringe benefits provided the requirements established for the study and travel leave have been satisfactorily met.

Persons returning from study and travel leave shall serve the District for a period not less than the length of the leave.

Applications for study and travel leave will be made in accordance with the following provisions:

1. The application for study and travel leave shall be made on the prescribed District form and submitted to the superintendent who shall call a meeting of the Study and Travel Leave Committee, as necessary, and present applications and/or applicants for review.



ARTICLE XVII  
STUDY AND TRAVEL LEAVE - Continued

---

2. The deadline for submitting application for study and travel leave for the fall semester is February 1, and the spring semester, October 1.

The Study and Travel Leave Committee shall be composed of two (2) members of the Association, selected by the Association; and two (2) members of the administration, selected by the superintendent.

A majority of the Study and Travel Leave Committee must approve a study and travel leave request for recommendations to the superintendent. Should there be more than one approved request, the applications shall be ranked in priority order by the Study and Travel Leave Committee and presented to the superintendent for his recommendation to the Board of Education.

The following criteria shall be utilized in establishing priority order for study and travel leave recommendation:

1. Contribution to the needs of the pupils and schools of the District.
2. Likelihood of continued service beyond the minimum service required at completion of leave.
3. Record of contribution to the District.

Following the granting of a study and travel leave by the Board of Education, a contract of agreement shall be completed including the following: Effective dates, salary and method of payment, number of collegiate units to be earned, and other purposes to be fulfilled.

Each employee who is granted a study and travel leave is required to furnish to the School District a surety bond in an amount equal to the total compensation to be paid to the applicant during said leave of absence. This bond is to be conditioned so as to reimburse the School District for the amount of salary paid the applicant while on leave in the event the applicant fails to render at least two years' service in the employ of the School District following his or her return from said leave of absence. The surety bond shall guarantee performance by the teacher of his contractual agreement for study or travel.

The compensation shall be paid the employee while on the leave of absence in the same manner as if the employee were teaching in the District.

Upon return from study and travel leave, the employee shall file with the superintendent a detailed report within twenty (20) days after returning, giving evidence that the provision of the leave has been met. It shall also include a personal appraisal of the experience and activities involved that will be useful to the District.

ARTICLE XVII  
STUDY AND TRAVEL LEAVE - Continued

---

In all cases of serious accident or illness of a prolonged nature, the superintendent shall be properly notified by registered letter within ten (10) days after the occurrence or medical diagnosis.

Should the disability extend to the point that the program has been abandoned, the study and travel leave may be terminated and either sick leave or a regular long-term leave may be substituted by mutual agreement.

If death prevents the employee from fulfilling the agreement to return to service in the District, no repayment of salary will be required from the employee's estate.

Both the governing Board and the district shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee of the district employed in the position requiring certification qualifications when the death or injury occurs while the employee is on any leave of absence.

A. Definition and Requirements

Regular certificated employees, with permanent status, upon the recommendation of the superintendent, may be granted a leave of absence without pay for the purpose of educational improvement.

The educational improvement shall be in conjunction with an accredited college or university. Such leave shall normally last not less than one semester, or more than one year. No teaching experience credit shall be given for this leave time.

Normally, a minimum of eight (8) semester units of upper division or graduate level work is required for one (1) semester leave and sixteen (16) units is normally required in the case of two (2) semester (one year) leaves.

B. Benefit Continuation

A teacher on Education Leave shall be entitled to participate in other existing benefits upon the employee's payment of the monthly costs.

C. Return from Leave

1. A teacher on Education Leave shall, by March 1, notify the District of his/her intention to return.
2. The District will attempt to place the teacher, upon return from Education Leave, in the same, or similar, position as immediately held prior to the commencement of the leave.

ARTICLE XIX LEAVE FOR JUDICIAL AND OFFICIAL APPEARANCES

Employees shall be entitled to leave without loss of pay to appear in court when subpoenaed as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror.

Any compensation, other than mileage, received for appearance as a witness or for serving as a juror shall be endorsed over to the District so that the employee's compensation for any days of absence for the above purpose shall not be in excess of, or less than, his regular pay.

Persons requesting leave under this policy shall submit to the District Office a copy of the subpoena or summons requiring their appearance.

The Board shall pay the regular salary to teachers called to serve as jurists or subpoenaed to appear before legal and quasi-legal review panels as witnesses.

Military leave will be granted to those eligible. The permanent status of a certificated employee shall not be affected by virtue of his or her induction or call to active duty in any branch of the armed forces of the United States of America or the State of California.

A certificated employee shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

- A. The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Insurance Fund.
- B. Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability but not to exceed ninety (90) calendar days.
- C. Allowable leave shall not be accumulated from year to year.
- D. The leave under these rules and regulations will commence on the first day of absence.
- E. When a person is absent from his duties on account of industrial accident or illness, he shall be paid such portion of the salary due him for any month in which absence occurs as will result in a payment to him of not more than his full salary.
- F. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- G. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.
- H. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payments of the employee's salary and shall deduct normal retirement and other authorized contributions.
- I. The benefits provided by these rules and regulations shall be applicable to all employees who have completed a minimum of one day's service with the District.
- J. Any employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside of the State.
- K. Upon termination of the industrial accident or illness leave, the employee shall be entitled to sick leave benefits and his absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he may elect to take as much of his accumulated sick leave which when added to his temporary disability indemnity will result in payment to him of not more than his full salary.

The Board of Education may grant leave to certain officers and representatives of employee organizations, not to exceed a total of eight (8) days in the aggregate per school year, to attend to organizational business when circumstances are so circumscribed that the organizational matters must be attended during the normal working day.

In carrying out this regulation, the District shall not incur any costs contrary to codes regulating the expenditure of District funds.

The Organization shall be responsible for payment of substitutes for days of leave under this regulation.

The superintendent may approve requests for additional days leave over and above the eight (8) days authorized by this Article.

When on official organizational business, elected officers of the teachers association are eligible for leave under this Article. Such leave shall not exceed one day per calendar month, excluding September and June.

Qualified staff members requesting leave under this Article shall submit requests to their department head or principal with the approval of the employee organization on the District leave form. The leave form shall be forwarded to the District Office with the school principal's recommendation for action.

Requests for leave should be submitted at least two weeks in advance of the anticipated leave date. Consideration will be given to short notice occurrences.

#### Constraints

Leave may be denied if the staff member's absence will unduly jeopardize department or school functions.

A. Other Leaves

The Board of Education shall grant unpaid leaves of absence not to exceed one school year to certificated employees to allow acceptance of fellowships or scholarships, as determined by the Board that will lead to professional improvement, or for reasons of health. The Board of Education may grant unpaid leaves of absence not to exceed two school years: (1) to allow certificated employees to participate in teacher exchange programs, (2) to teach in another place, including foreign countries, and (3) for personal reasons. The Board may grant an extension of this leave. The employee shall be expected to file written application at least forty-five (45) days prior to the effective date of such absence.

Under this Article, leaves which are at the option of the employee will be granted only to permanent employees.

If leave of absence was granted for personal health reasons, the employee shall be requested to submit prior to return to active duty, a medical statement indicating an ability to assume duties without restriction or detriment to the employee's physical or emotional well-being.

A teacher utilizing leaves provided in this Article shall be entitled to participate in existing insurance benefit programs upon that employee's payment of his/her monthly pro rata costs.

B. Returning from Leaves

Employees given leaves of absence shall sign an agreement that the Board will be given written notice on or before January 31 of their intention to return. At least ten (10) days before the notice is due, the superintendent will remind the employee of his obligation. Failure to so notify the Board shall be deemed to constitute a resignation on the part of the employee; such resignation may be accepted by the Board at any time within twenty (20) days after the due date of the required notification by the employee.

GOLDEN HANDSHAKE

Eligibility begins after the school year ends and the person is 50-54 years old with 30 years of service credit or 55 years old with at least 5 years of service credit.

Cost Effective - Net savings to the Employer

- Reduction of the number of certificated employees as a result of declining enrollment pursuant to Education Code Section 42238.5

They must retire during the window period which is negotiated annually.

If you receive the Golden handshake, you are not eligible for the Early Retirement Board Policy.



Certificated PersonnelEarly Retirement Consultancy Contracts

The Governing Board values the experience of employees who have in-depth knowledge of district programs and procedures. The Board recognizes that certificated employees who wish to retire early may be uniquely suited to performing specialized work of limited duration.

The Board may offer early retirement consultancy contracts to certificated individuals who meet the qualifications required by law and administrative regulation.

Retirees must have a six month break before returning to work on a consultancy contract or turn 60, whichever is sooner. If the retired member returns to work during this six month period (prior to age 60), CalSTRS will reduce his or her retirement benefit dollar-for-dollar by an amount equal to his or her earnings. Per AB 506 (Feb 09).

Eligibility

1. Applicants for early retirement must have a minimum of ten years of service in the Placerville Union School District in a position requiring certification. A year of service is defined as working 75% of the days required by his/her contract of employment.
2. Applicants shall be between ages of 55 and 64.
3. In any one year, there may be no more than 5% of the total full time equivalent certificated employees entering the early retirement program. If the District determines that the early retirement program creates a financial hardship, the District may further limit the number of employees entering the program.
4. If number of applicants exceed this limit (5%), selection may be made on the basis of district seniority.
5. If the District can determine ways to offset the cost of early retirement programs, more applicants may be considered for the program should they apply.

Compensation

1. The annual compensation shall be set at the C5 daily rate.
2. The early retirement consultants shall remain eligible to participate in district fringe benefit programs so long as the individual contributes the full amount of the fee.

Contract

1. In order to be eligible for early retirement, the employee must actually resign from the school district.
2. Persons employed under this proposal shall be designated as employees of the District. They will be subject to Federal and State taxes as well as Medicare tax. They will not be subject to social security or retirement taxes.

ARTICLE XXIII

OTHER LEAVES AND RETURNING FROM LEAVES - Continued

---

Certificated Personnel

Early Retirement Consultancy Contracts

3. Early retirement consultants shall be guaranteed annually renewable contract for part-time services based on satisfactory completion of the contract as determined by the administration.
4. Such contracts shall not be renewable after the fifth school year or the end of the school year in which the employee reaches 65 years of age, whichever comes first.
5. Early retirement consultants shall serve no more than 25 days per school year at such time as may be mutually agreed upon. In unusual circumstance, the Superintendent may waive this requirement.
6. Under the terms of this plan, the early retirement consultant shall perform such services for the school district as may be mutually agreed upon or as directed by the district based upon certificated program needs.
7. Participation in this early retirement plan shall be purely voluntary on the part of the certificated personnel.
8. The early retirement consultant may choose to discontinue this program at the end of any contract year.
9. Applications shall be made to the Superintendent on the certificated intent form issued annually in January or no later than February 5<sup>th</sup>.
10. No sick leave shall be earnable under the terms of this plan and the employee may not use sick leave accumulated by him prior to retirement.

## **INTRODUCTION**

In accordance with Education Code Sections 22713 and 44922, the Placerville Union School District (District) and the Placerville Elementary Educators' Association (PEEA) have agreed to grant participation in the Pre-Retirement/Reduced Workload Program within these established regulations.

## **ELIGIBILITY**

2.1. A participating unit member must have reached the age of fifty-five (55) prior to the start of the school year in which the unit member proposes to commence the Pre-Retirement/Reduced Workload Program.

2.2. The participating unit member must have been employed as a full-time certificated employee with creditable service in the Defined Benefit Program of STRS for at least ten (10) years, without a break in service for the five years immediately preceding participation in the Pre-Retirement/Reduced Workload Program. An approved leave of absence shall not constitute a break in service. It is required that 5 years of credited services for full-time employment immediately precede the reduction in the workload. Education Code section 22713 (b2).

## **CONDITIONS OF PARTICIPATION**

3.1 In order to maintain continuity of the instructional program unit members applying for participation in the Pre-Retirement/Reduced Workload Program will meet with the affected site administrator(s) to develop their assignment configuration/work schedule. The unit member's work schedule must be approved by the Superintendent prior to the commencement of the Pre-Retirement/Reduced Workload Program assignment. If the Superintendent does not approve the proposed assignment configuration/work schedule, the unit member remains eligible for participation in the Pre-Retirement/Reduced Workload Program but must continue to work with the site administrator(s) to develop an acceptable assignment configuration/work schedule.

3.2. A participating unit member shall earn sick leave on a pro rata basis.

ARTICLE XXIV

PRE-RETIREMENT/REDUCED WORKLOAD PROGRAM - Continued

3.3. District and participating unit member's contributions to the State Teachers Retirement System (STRS) shall be equal to the amount required if the participating unit member worked full-time for the entire school year.

3.4. Participation in the Pre-Retirement/Reduced Workload Program will not become effective until the unit member's eligibility with STRS has been confirmed.

3.5. The participating unit member shall be paid at least half the salary the unit member would have received on a full-time basis.

3.6. A participating unit member shall maintain his/her District Health Benefits as provided under Article V of this Association/District Contract as if a full time employee for the duration of the Pre-Retirement/Reduced Workload agreement. The participating unit member shall remain responsible for his/her contribution toward the purchase of District Health and Welfare Benefits.

3.7. A participating unit member shall be eligible for advancement on the salary schedule in the same manner as full time unit members.

3.8. The option to apply to participate in the Pre-retirement/Reduced Workload Program(part-time employment) shall be exercised at the request of the employee and can be revoked only with mutual consent of the employer and employee. Unit members desiring to participate in the Pre-Retirement/Reduced Workload Program shall submit a nonbinding letter of intent to participate to the District Superintendent no later than November 15<sup>th</sup> of the school year prior to entering Pre-Retirement/Reduced Workload Program. A commitment letter confirming participation in the Pre-Retirement/Reduced Workload Program along with application documents shall be submitted to the Superintendent on or before January 31<sup>st</sup> of the school year prior to entering Pre-Retirement/Reduced Workload Program.

3.9. Pre-retirement/Reduced Workload Program agreements shall be limited to 3 years.

ARTICLE XXIV

PRE-RETIREMENT/REDUCED WORKLOAD PROGRAM - Continued

**RETIREMENT CREDIT**

A participating unit member shall receive the same credit toward retirement under the State Teachers Retirement System (STRS) that he/she would have received if employed on a full-time basis.

If the State Teachers Retirement System (STRS) determines that a participating unit member failed to meet the minimum eligibility criteria set forth in the Education Code, his/her participation in the Pre-Retirement/Reduced Workload Program may be considered a break in service, resulting in a loss of retirement credit.

A participating unit member who retires or otherwise separates from service prior to the end of the school year in which he/she participates in the Pre-Retirement/Reduced Workload Program shall be in violation of Education Code section 22713(g) and the participating unit member's service credit for that school year shall be computed in accordance with Education Code section 22701(b).

A Shared Teaching Assignment shall refer to two (2) teachers sharing one teaching assignment.

Two teachers may share an assignment for a minimum of one (1) year. Teacher(s) must apply annually.

To participate in a Shared Teaching Assignment a teacher must first apply through their principal. Teacher(s) can apply as an individual or as a team.

Application for a Shared Teaching Assignment for the following school year shall be received by the District Office no later than January 15<sup>th</sup>. The Shared Teaching Plan must be received by the District Office by February 1<sup>st</sup>.

Mutual agreements among the participating teachers, the principal, and the Superintendent are required before the Shared Teaching Assignment can be finalized and implemented, pending Board approval.

The District shall approve or deny applications and notify, in writing, the applicants(s) of its decision by March 15<sup>th</sup>. If an application is denied, the applicant(s) shall be notified, in writing, of the specific reasons for the denial, which may include reasons, such as, district staffing needs, program needs and/or credentialing

Shared Teaching Assignment unit members' wages, benefits and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared.

- 1) Prior to the implementation of the Shared Teaching Assignment, teacher(s) shall request a part-time leave of absence from their full time teaching positions. (Article XXII A/Other Leaves).
- 2) If a unit member(s) on a regular contract is in a Shared Teaching Assignment and elects to return to full-time teaching the following school year, the unit member will be assigned to a full-time teaching position for which she/he is certificated and in conformance with the provisions of this agreement.
- 3) Contributions to S.T.R.S. shall be proportionate to the time served and salary earned.
- 4) In the event of absence, each partner shall substitute for the other whenever possible. The absent partner shall then substitute an equal number of days.
  - a) If one partner cannot fulfill his/her contract, the other shall, whenever possible, complete the contract at his/her FTE salary calculated daily rate.

- 5) Both teachers sharing contracts will be responsible for establishing a reliable way of communicating with each other, students, staff, and parents. Duties and responsibilities normally considered to be part of a regular teacher's contract (Article VI) will be shared proportionally between the two unit members, with the exception that both teachers sharing contracts will be responsible for attending Back-to School Night, Open House, Parent Conferences and staff development activities, unless released by the building principal.

A. Definitions1. Grievance

A grievance is claim by one or more teachers that they have been adversely affected by an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement.

2. Grievant

A member of the unit asserting a grievance as defined above is referred to as a grievant.

The Association through its president or his designee, may be a grievant for the purposes of protecting and enforcing the specific rights granted to it under Articles III, XXII, XXVI, and XXVII.

3. Day

As used within this Article, the term A day shall mean any day in which members of the unit are in a paid status.

4. Representatives

A representative is another member of the unit, an administrator, a CTA representative, an Association representative, a District representative, or legal counsel who shall represent any party to the grievance.

5. Association

Association means the Placerville Elementary Educators Association, exclusive representative or designee.

6. Individual Grievances

Any member of the unit may at any time present grievance to the employer and have such grievances adjusted without the intervention of the exclusive representative as long as the adjustment is reached prior to Arbitration and the adjustment is not inconsistent with the terms of this Agreement; provided that the employer shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance, and the proposed resolution, and has been given the opportunity to file a response.



B. Informal Level

Before filing a formal grievance, the grievant shall attempt to resolve the problem through an informal conference with his/her immediate supervisor.

C. Formal Levels

Level 1: Immediate Supervisor

Within twenty (20) days after the occurrence of the act or omission giving rise to grievance, the grievant shall submit such grievance in writing to his/her immediate supervisor on a form provided by the District.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The immediate supervisor shall communicate his decision to the employee in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference.

Level 2: Superintendent

If the grievant is not satisfied with the decision at Level 1, he may within ten (10) days appeal the decision on the appropriate form to the superintendent or his designee.

This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear concise statement of the reasons for the appeal.

The superintendent or his designee shall communicate his decision to the grievant within ten (10) days. If the superintendent or his designee does not respond within the time limits provided, the grievant may appeal to the next level.

D. General Provisions

1. No reprisals of any kind shall be taken by the Board or the administration against any employee because of participation in this grievance procedure.
2. If a problem arises near the end of the year, all parties shall make every effort to resolve the problem before the end of the year.

ARTICLE XXVI  
GRIEVANCE PROCEDURE - Continued

---

3. Employees shall have the right to representation of choice at all formal stages of this procedure.
4. When the District requires any employee, including representatives to be absent from the employees duties to process a grievance, release time shall be granted at no cost. Grievances will normally be handled outside school hours.
5. Documents, communications, and records dealing with a grievance which are not normally in the personnel file will not be included with the personnel files of any participant.
6. Upon mutual agreement timeliness may be extended or waived.
7. If the grievant and the superintendent agree, Level 1 of the grievance procedure may be bypassed and the grievance brought directly to Level 2. The immediate supervisor shall be notified.
8. The Board and the administration shall cooperate with the employee representative in his/her investigation of any grievance as long as the employee representative is acting within the policies set forth by the Board and the terms of this Agreement.
9. Exclusive representative will receive a copy of the grievance and the proposed resolution, and will be given an opportunity to file a response prior to final decision of the superintendent or his designee.

If the grievant is not satisfied with the decision at Level 2 of the grievance procedure, he/she may within five (5) working days submit a request for advisory arbitration. Such request shall be submitted in writing to the superintendent who shall initiate the appropriate procedures for proceeding to advisory arbitration unless mutually agreed otherwise. The grievant and the District shall first attempt to agree upon an advisory arbitrator, if no such agreement is forthcoming, they shall jointly request a panel of names of experienced arbitrators from the American Arbitration Association or the California State Conciliation Service. Each party shall strike a name until only one name remains, which person shall be the advisory arbitrator unless mutually agreed otherwise by the parties. The order of striking of names shall be determined by lot.

- (a) The fees and expenses of the selection process, arbitrator and hearing, if any, shall be borne equally by the parties. All other expenses shall be borne by the party incurring them.
- (b) Neither the Board nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
- (c) The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- (d) The arbitrator will not have power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.
- (e) After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his findings and recommendations which shall be advisory.
- (f) Only bona fide grievances which have been processed in full accordance with the grievance procedure set forth in Article XXIII are subject to this procedure.
- (g) During arbitration proceedings, each party may be represented by a representative of their choice.

The arbitrator's findings and recommendation shall be submitted to the Board of Education for acceptance, modification or rejection. The decision of the Board of Education shall be final. The Board must take official action on the report no later than twenty (20) working days after it has been received by the Board or by the next

ARTICLE XXVII  
ADVISORY ARBITRATION - Continued

---

regular Board meeting whichever is later. If the Board takes no action within the time limits specified above, the arbitrator's decision shall be implemented as if it were the official action of the Board.

Notification of the Board's final decision shall be made in writing to the grievant within seven (7) working days of such determination. Any necessary action as a result of such decision shall be taken promptly.

- A. Except as expressly limited by the specific terms and conditions of this Agreement, it is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish and insure its educational policies, goals and objectives; insure the rights and education opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibility by the District, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- C. Nothing in this Article shall serve to alter or limit the District's right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board but the effects of such a decision are subject to the provision of the grievance procedure.

#### Definition of Emergency

1. A situation in which the lives and/or safety of students and/or employees are endangered.
2. A financial crisis in which the District is unable to fund mandated expenses.
3. A situation in which it would be impossible to conduct the normal business of the District.

Upon termination of the emergency, any amendments, deletions, or changes of any kind whatsoever in the terms and conditions of the contract shall immediately revert to original contract terms and conditions, unless mutually agreed otherwise.

- D. The District recognizes its obligation to consult with the Association on those matters specified in the Education Employment Relations Act, to wit: definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law.

ARTICLE XXIX

CONCERTED ACTIVITIES

---

It is agreed and understood that there will be no slowdown or strike of the District by the Association or by its officers, agents, or members during the term of this Agreement.

ARTICLE XXX

WAIVER

---

This Agreement constitutes the entire agreement between the parties and concludes meet and negotiation on any subject, whether included in this Agreement or not, for the term of this Agreement.

Regardless of all other provisions of this Agreement, should remedial or implementing legislation be enacted into law or the provisions thereof exercised during the term of this Agreement that significantly reduces the District's present financial resource levels or penalizes the District with regard to said levels as provided for in the current school financing act, or should a State Proposition be approved during the term of this Agreement which has the same or similar effect, the parties shall, upon initiation by the District, meet within ten (10) days to renegotiate the following Articles of this Agreement: Article V, VII, and VIII, as well as any appropriate article dealing with Leave of Absence.

ARTICLE XXXI

SAVINGS PROVISION

---

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

This Agreement represents the entire agreement between the Board and the Association and supersedes all prior agreements and cancels all previous agreements, verbal or written or based on alleged past practices between the parties, and shall become in full force and effect from **July 1, 2016** and shall continue in full force and effect until midnight, **June 30, 2018**. At the conclusion of negotiations, each year, the contract will automatically be extended for one year.

Each year for contract negotiations, the Association shall be allowed to open four (4) articles (two (2) of which are salary and fringe benefits) and the District shall be allowed to present two (2) articles. Commencing on 7/1/2009 on every third year (as noted by \* on contract cover) the Association may have up to five (5) openers plus salary and benefits and the District may have up to five (5) openers. For example the next year of additional openers will be 7/1/2017 - 6/30/2018. Other articles and issues may be considered by mutual consent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the 14th day of October, 2016.

PLACERVILLE ELEMENTARY  
EDUCATORS' ASSOCIATION

BY [Signature]  
President  
BY Sheila Reeves  
Vice President  
BY [Signature]  
Chairperson, Negotiating  
Committee

BOARD OF EDUCATION  
PLACERVILLE UNION SCHOOL DISTRICT

BY [Signature]  
President  
BY Katharine Stale  
Vice President  
BY Chris Be  
Clerk  
BY Misty diVittorio  
Member  
BY Sarah K. Huxford  
Member