

**Tahoe Truckee Unified School District
And
Tahoe Truckee Education Association
2022-2023 Mediated Tentative Agreement**

The following negotiated items establish the Tentative Agreement between the Tahoe Truckee Unified School District [TTUSD] and the Tahoe Truckee Education Association [TTEA] (together the "Parties) for 2022-2023 reopener negotiations:

Wages and Benefits, 2022-2023

Compensation:

- 8% on-going salary increase retroactive to July 1, 2022 for active employees as of September 20, 2022. Retroactive compensation only applies to regular assignment pay.
- \$2000 one-time payment, prorated by FTE and paid out in two installments. An active employee on September 20, 2022 will receive half their payment respectively in April, 2023 and an active employee on April 1, 2023 will receive the second half of their one-time payment respectively in June, 2023.

Benefits: To be implemented July 1, 2023

Employee Only	\$9,078
Employee+1	\$10,506
Employee+ Family	\$14,382

Salary Schedule Compression Committee:

- The Parties shall establish a management/labor committee to include one District Board member. In addition to the Board member, each party shall appoint no more than four (4) members to the committee. This committee shall review the District's Certificated Salary Schedule - Appendix B and make recommendations to the TTUSD and TTEA bargaining teams regarding salary schedule compression for 2023-2024 successor negotiations.

Contract Language:

Language changes to Articles 4, 5, 10,11 and 13 as follows:

ARTICLE 4 HOURS OF EMPLOYMENT

4.1 Teacher Instructional Day

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

4.2 On Site Hours

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

- 4.2.2 Teachers will be available and on campus during their conference period for scheduled parent and student appointments. Teachers will not leave campus during their preparation (conference) period to engage in non-school related activities.
- 4.2.3 Article 4.2.3 Grade 9-12 teachers will sign up for twelve hours of non-paid extra-curricular duties. Additional hours, which will be voluntary, will be compensated at the Non-Academic Extracurricular Duties rate of \$25.00 an hour (see 13.15).
- 4.2.4 TK-5 teachers may be assigned up to 25 hours of supervision; grade 6-7-8 teachers may be assigned up to 20 hours of supervision. This includes but is not limited to activities such as dances, games and other extra-curricular activities. Additional hours will be compensated at \$25.00 per hour. All temporary, probationary and tenured certificated teachers will be placed on the duty schedules.
- 4.2.5 Individual school sites or departments could use up to three hours a month beyond the instructional day (not to exceed 2 hours on any day) for professional development or collaboration in addition to the 6.5 hours of professional development activities distributed throughout the teacher work year. These professional development hours will be determined by the site principal or direct supervisor in consultation with the site leadership team members.
- 4.2.6 Except for a declared minimum day, the length of a period at the departmentalized schools will be no less than 45 minutes.
- 4.2.6.1 When the super-majority (66%) of teachers at a site agree, by anonymous ballot conducted by the TTEA site rep and a site administrator, a single period of fewer than 45 minutes may be included in a site's schedule. This class will count towards a teacher's weekly, averaged instructional minutes, and contact minutes. This course may only be graded Pass / No Pass or be ungraded. This class should not require additional, regular preparation for the teacher, however teachers will have the discretion to plan or prepare coursework. No conferences will take place through this course. The vote will take place annually between February and March at a meeting before master schedules are finalized. The complete description of the single course must be clearly stated before the voting takes place, and all teachers who are expected to teach the class must vote.
- 4.2.7 It is understood that a teacher's professional responsibility includes various committee assignments such as staff meetings, curriculum development, in-service, etc., and such annual school community events as: Back-to-School Night, Open House, and other traditional seasonal events. Professional responsibilities include preparation and assessments beyond the instructional day. If a member must miss a meeting or event due to various circumstances, they should notify their immediate supervisor for approval.
- 4.2.8 If in the reconfiguration of a school site, a grade level is incorporated into another school site, then that grade will be expected to adhere to a similar school schedule.

4.3 Enrichment

- Grades TK-3 190 minutes of enrichment over a 10-day period or 1140 minutes in a trimester period of time.
- Grades 4-5 350 minutes of enrichment over a 10-day period or 2100 minutes in a trimester period of time.

- 4.3.1 Enrichment may include but is not limited to P.E., Music, Art, Computers or programs

determined by site staff or as provided through parcel tax or district funding.

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

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

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

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

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

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

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

- 4.5.1.1 All unit members whether full time or part time are obligated to participate in two professional development days per year in order to fulfill the terms of their annual employment contracts.

- 4.5.1.2 Unit Members will participate in 6.5 hours of professional development distributed throughout the teacher work year. These professional development activities will be assigned by the site administrator or direct supervisor in consultation with site leadership team members.

- 4.5.1.3 If a part-time unit member works only a half a year they will have the option, without pay, to not participate in the professional development activities if said professional development activities are scheduled during the period they are not employed to work. If these members do not participate they become responsible for all content and follow up activities presented at these professional development workshops.

- 4.5.1.4 Part-time unit members will receive a payroll adjustment such that the unit members are compensated at their per diem rate.

- 4.5.2 Two release days per year are available upon request for professional development or collaboration as determined by the unit member and approved by the immediate supervisor.

- 4.5.3 All unit members, part-time or full time equivalent, will be included in professional development.

4.5.4 Unit members shall have all documentation supporting professional development days completed through May 15th on file with the Payroll Office no later than May 15th.

4.5.4.1 In the event a unit member is scheduled to participate in a professional development day(s) later than May 15th but no later than June 30th, they are required to have an approved Plan for the day(s) on file with the Payroll Department no later than May 15th.

4.5.5 For work days that are calendared prior to the first day of student attendance (other than professional development days), unit members will have individual preparation time use of one (1) of those days.

<u>Meetings and Professional Development</u> <i>Based on a 185 day school year</i>		
Days 1-3 (no students)	Professional Development, Staff meetings and/or convocation (4.5.1.1)	1 of 3 days of professional development
Day 4 (no students)	Teacher prep day	Regular contract work days
1 day (6.5 hours) distributed throughout the school year	Assigned by the site administrator or direct supervisor in consultation with the site leadership team members--this is Site Led (4.2.5 & 4.5.1.2)	1 of 3 days of professional development
Site could use up to 3 hours a month (33 a school year)	PD/Collaboration - determined by the site principal or direct supervisor in consultation with the site leadership team members (4.2.5)	Site could use up to 33 hours total (3 hours/month: August-June).

ARTICLE 5 TRANSFERS/REASSIGNMENTS

Reassignment

5.1.1 The Association and all unit members at a given school site shall be notified electronically of a vacancy at that site within three (3) days prior to **considering any in-district unit member**. Those unit members interested in filling the vacancy shall be given priority consideration before electronically posting within the District.

5.1.2 If vacancies occur during the summer, unit members shall be notified electronically, via district email five (5) days prior to posting for external candidates.

5.1.3 The site administrator shall meet with all applicants from within the site for vacancies, within the site, **prior to considering any in-district unit member**. Current members will be given priority consideration for any open positions.

5.1.4 When a reassignment is accepted or denied, the unit member shall be notified in writing within five (5) days of meeting with the site administrator. If the reassignment is denied, the unit member shall be given a written rationale for denial, upon request,

within three (3) days after the issuance of the notice of the denial. A personal meeting with either the Human Resources Officer or the site administrator involved to discuss the rationale shall be held at the request of the unit member.

Voluntary Transfers

5.1.5 When the District determines that a vacancy exists during the course of the school year, the Human Resources Officer shall notify the Association and post electronically at all school sites, for in-house only applicants, a list of all vacancies which occur during the school year and for the following school year. The list shall contain the following:

- 5.1.5.1 A closing date which is at least **five (5)** days following the posting date.
- 5.1.5.2 A job title and description.
- 5.1.5.3 Credentials and qualifications necessary to meet the requirements of the position.
- 5.1.5.4 All in-district candidates will be granted an interview.**

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

5.1.7 Applications (attachments optional) for a vacancy must be submitted to the District's online application system, by members, during the ten (10) day posting period.

5.1.8 When the District determines that a vacancy exists during the summer, the Human Resources Officer or designee shall notify all members of the Association via e-mail and post electronically on the District's online application system for a period of **five (5)**, for in-house only applicants, a list of all vacancies which occur during the summer. The list shall contain the following:

- 5.1.8.1 A closing date which is at least **five (5)** working days following the posting date.
- 5.1.8.2 A job title and description.
- 5.1.8.3 Credentials and qualifications necessary to meet the requirements of the position.
- 5.1.8.4 All in-district candidates will be granted an interview.**

5.1.9 Site Administrators shall meet with all applicants from within the District for vacancies within the site prior to any posting for external candidates. Current members will be given priority consideration for any open positions.

- 5.1.9.1 When more than one in-District candidate applies for a vacancy, an interview panel will be convened at the site. A minimum of two teachers will participate, one of which will be from the department or grade level of the vacancy (if applicable/available). If there are no teachers available from that site, then teachers from another site will participate on the interview panel.

5.1.10 When a transfer request is accepted or denied, the unit member shall be notified in writing within five (5) days of meeting with the site administrator. If the transfer request is denied, the unit member shall be given a written rationale for denial. A unit member who is denied a transfer request shall be granted, upon written request, within three (3) days after the issuance of the notice of the denial, a personal meeting with the site administrator involved, to discuss the rationale. If further denied, the unit member may meet personally with the Human Resources Officer.

Involuntary Transfers

- 5.1.11 Involuntary transfers shall only occur for the following reasons:
 - 5.1.11.1 Declining enrollment (defined as a decrease in the number of students requiring a decrease in the number of teachers);
 - 5.1.11.2 Elimination of programs and/or in funding; or
 - 5.1.11.3 The need for specific credential authorizations,
 - 5.1.11.4 Per Evaluation Improvement Plan
- 5.1.12 The Human Resources Officer shall seek volunteers at the particular school site prior to making any involuntary transfers.
- 5.1.13 Involuntary transfers of a unit member will be based on consideration of the following criteria:
 - 5.1.13.1 Least senior in an appropriate grade level(s)/subject matter;
 - 5.1.13.2 Areas of specific expertise/credentials;
 - 5.1.13.3 Least disruption to classes/schools; or
 - 5.1.13.4 Other overriding factors.
- 5.1.14 If the involuntary transfer involves a self-contained classroom teacher and occurs prior to the start of the school year, in addition to the factors listed above, district wide seniority at the affected school site will also be a factor.
- 5.1.15 If the Human Resources Officer or designee involuntarily transfers a unit member for reason(s) other than seniority, such reason(s) will be placed in writing and provided to the unit member and Association at the time of the transfer notification.
- 5.1.16 Written notice of involuntary transfer shall be given to the unit member at such time as the Principal or the Human Resources Officer or designee has made the decision to involuntary transfer that member. When transfers are administratively decided upon during the summer months, written notification of the transfer shall be given immediately to the unit member by email, regular mail or in person.
 - 5.1.16.1 The unit member shall be granted, upon request, within five (5) days after receipt of the involuntary transfer notice, a meeting with the Human Resources Officer or designee to discuss the rationale. An Association Representative may also be present.
 - 5.1.16.2 The affected unit member will not be evaluated as defined in Article 7 during the first year of an involuntary transfer unless evaluation is requested by the unit member. This does not apply to probationary or temporary unit members, nor is the intent to preclude observation and assistance.
 - 5.1.16.3 The District will not involuntarily transfer the affected unit member again for at least a period of two (2) years unless the program does not receive anticipated funding.
 - 5.1.16.4 If properly credentialed, the affected unit member will be given the first option to return to his/her previous classroom position or previous school site if such a vacancy exists or occurs within (4) years.

ARTICLE 10 LEAVES

~~10.7.7 If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of twelve (12) workweeks. This restriction shall apply regardless of the legal status of the parental relationship.~~

ARTICLE 11 CLASS SIZE

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

- 11.1 The District shall have the discretion to determine class size, subject to the following conditions: During extraordinary fiscal emergencies, it is agreed the district and association will evaluate class size ranges, and will implement a temporary Memorandum of Understanding suspending class ranges and limitations indicated below for a specific period of time.
- K-3 Up to 27 students per class. Classes could exceed 27 with teacher permission. If the maximum of 27 is exceeded, an amount equal to the top step for a teacher's aide (Range 9, Step 10) will be allocated to the teacher. Additional instructional supplies will be covered by site discretionary funds.
- 4-5 Up to 31 students per class. Classes could exceed 31 with teacher permission. If the maximum of 31 is exceeded, an amount equal to the top step for a teacher's aide (Range 9, Step 10) will be allocated to the teacher. Additional instructional supplies will be covered by site discretionary funds.
- K-5 Combination classes will have a class size, maximum of 25. All other language about additional compensation past 25 will apply.
- 6-12 No teacher will have more than 170 enrolled student contacts or no class shall exceed 32 students without teacher permission. Instrumental music and P.E. are exempted.
- 11.2 If the maximum number of students enrolled exceeds the K-12 numbers noted above in 11.1, an amount of money equal to one hour of the top step for a teacher's aide (Range 9, Step 10), per student over the noted number, will be allocated to the teacher. In the case of grades 6-12, teacher count will be based on students over 32 per class if 11.1 applies.
- 11.3 TK-12 Special Ed students mainstreamed in the regular classroom are considered part of the total.
- 11.4 There will be a grace period of three weeks in which these limitations will not be enforced commencing with the first day of school.

Article 13

- 13.1 Counselor/Nurse Compensation

Counselor and Nurse have an extended work year of an additional ten (10) days at their daily per diem rate. All Counselors and Nurses shall be placed on the salary schedule at the step and column as prescribed by this article. They will be compensated for each extra day at their daily per diem rate.

Signature on File at the District Office
Carmen Diaz Ghysels Date
Superintendent Chief Learning Officer

Signature on File at the District Office
David Steakley Date
TTEA Lead Negotiator

Signature on File at the District Office
Joan Zappettini Date
TTUSD Lead Negotiator