

AGREEMENT

BETWEEN

TWIN HILLS UNION
SCHOOL DISTRICT

AND

TWIN HILLS
TEACHERS ASSOCIATION

Expires June 30, 2025

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MOU SECTION: MEMORANDUMS OF UNDERSTANDING

**ARTICLE 1
AGREEMENT**

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Twin Hills Union School District (District) and the THTA/CTA/NEA ("Association"), an employee organization.

ARTICLE 2
RECOGNITION

- 2.1 The District recognizes the Association as the exclusive representative of all certificated personnel of the district excluding management, day-to-day substitutes, confidential, supervisory, interns, and classified personnel. Temporary certificated personnel may join at their own discretion.

ARTICLE 3
NEGOTIATIONS PROCEDURES

- 3.1 The Association will submit its proposal for contract reopeners for the following school year in time to be included within the Board Packet for the Regular January Board meeting. The District will submit its proposal for contract reopeners in time to be included within the Board Packet for the Regular February Board meeting. Within thirty (30) calendar days of presentation of both proposals, negotiations shall commence. Negotiations shall take place at mutually agreeable times and places.
- 3.2 Upon conclusion of each negotiations session, the District and the Association shall have signed all tentative agreements reached during that session.
- 3.3 The District shall provide teacher release time, at the Association's discretion, for negotiations, preparation for negotiations, and impasse proceedings not to exceed \$2,000.00 which shall be paid for substitute teacher time for the duration of the contract.
- 3.4 The Association shall notify the administration within a reasonable time, but no less than one week in advance, when the use of substitutes is required for the provisions of this Section.
- 3.5 The District agrees to provide the Association with copies of any required public reports and documents upon request thereof by the Association.
- 3.6 Not later than October 15, the District shall furnish the Association with the placement of personnel on the respective salary schedules as of October 1, by number of employees in each step and column. Names of individual employees shall not be listed.

ARTICLE 4
GRIEVANCE/ARBITRATION PROCEDURES

4.1 Definitions

4.1.1 A grievance is a claim by a person or party (Association or unit member) covered by this Agreement that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

4.1.2 A “day” is defined as a regular working day for the unit member.

4.2 Procedure

4.2.1 Level One: An aggrieved person will first discuss the grievance with the appropriate principal or immediate supervisor, either directly or through the Association’s designated Grievance Representative with the objective of resolving the matter informally. A grievance shall be presented within thirty (30) working days after the occurrence or act or omission giving rise to the grievance.

4.2.2 Level Two: If the grievance is not resolved informally under the provisions of Level One, then the grievant shall submit the grievance in writing on the Grievance Report Form which is attached hereto and marked Appendix A, within ten (10) working days of the Level One conclusion to the Superintendent.

4.2.2.1 Within ten (10) working days after the receipt of the grievance the Superintendent shall have a personal conference with the grieving person or party.

4.2.2.2 Within five (5) working days after the personal conference, the Superintendent shall communicate a decision in writing to the grievant, setting forth the decision and reasons therefore, with a copy to the Association.

4.2.3 Level Three: In the event that the grievant is not satisfied with the decision at Level Two, he/she may request in writing to the Association that the matter be moved to mediation.

4.2.3.1 The grievant’s request for mediation shall be in writing and given to the Association within ten (10) working days of the Level Two decision or if no decision has been rendered within ten (10) working days when due. The Association shall file Notice of a Request for Mediation concurrently with the District and the California Conciliation and Mediation Service (CCMS) within ten (10) working days of receipt of the Level Three request by the grievant.

4.2.3.2 A mediator shall meet with the parties in an effort to reach resolution of the grievance. If there is no resolution at Level Three, the Association may proceed to arbitration. Notice of invocation of arbitration shall be given within ten (10) working days of the last mediation session.

4.2.4 Level Four: The parties shall request a list of arbitrators from the California Conciliation and Mediation Service (CCMS) and from that list select a mutually acceptable arbitrator. Once the arbitrator is selected, he/she shall commence the hearings at his/her convenience.

4.2.4.1 The arbitrator shall be empowered, except as otherwise mutually agreed upon by both parties in writing, only to make a decision in cases of violations, misapplications, and misinterpretations of the terms and conditions of this Agreement. The costs of arbitration shall be borne one-half by the District and one-half by the Association; each party to bear its own counsel fees.

4.2.5 The limitations on the power of the arbitrator are as follows:

4.2.5.1 He/she shall have no power to add or subtract from any of the provisions of this or any supplemental Agreements.

4.2.5.2 He/she shall have no power to establish or change salary schedules.

4.2.5.3 He/she shall have no power to substitute his/her discretion for that of the District or the Association where either party has retained discretion or is given discretion by the express terms of this Agreement or by any supplementary written Agreements.

4.2.5.4 The parties agree that the power and jurisdiction of the arbitrator shall be limited to deciding whether there has been a violation, misapplication, or misinterpretation of the terms and conditions of this Agreement.

4.2.5.5 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be consistent with the terms of this Agreement. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties of this Agreement.

4.3 Miscellaneous

4.3.1 No reprisals shall be taken by the District against any person taking part in the grievance/arbitration procedure.

4.3.2 A teacher may be represented at all stages of the grievance procedure up to arbitration by himself/herself, or, at his/her option, by a representative selected by the Association. If a teacher is not represented by the Association or its representative, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

- 4.3.3 Any teacher participating in grievance hearings or meetings as an Association grievance representative or grievant during the school day will, upon reasonable notice to the principal or immediate supervisor, be released without loss of pay for the purpose of participating in said activities.
 - 4.3.4 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
 - 4.3.5 Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
 - 4.3.6 The number of days indicated at each level is to be considered as maximums; and all grievances shall be processed as rapidly as possible.
 - 4.3.7 If a grievance from action or inaction on the part of a member of the administration at the level above the principal or immediate supervisor, the aggrieved shall submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two.
 - 4.3.8 If the Association and the Superintendent agree in writing, the grievance may be brought directly to arbitration.
 - 4.3.9 A grievance may be withdrawn at any level without establishing a precedent.
 - 4.3.10 If the question of arbitrability is raised by either party, the arbitrator will first decide that it is an issue that can be arbitrated.
 - 4.3.11 In the event a grievance is filed at such a time that the procedures and time limits extend beyond the school year, the District and the grievant may, in writing, agree to shorten said limits.
 - 4.3.12 The parties in interest agree to make available to each other pertinent information not privileged under law or District policies in their possession or control which is relevant to the issues raised by the grievance if specifically requested by another party in interest.
- 4.4 If either the District or Association recognizes that they have a lack of understanding of a particular section of the contract, the parties shall agree to mutually negotiate clarifying language. If the parties are unable to reach agreement, the District or Association may submit matters concerning the interpretation of the terms and conditions of the agreement to arbitration, which shall be conducted in accordance with Level Four.

ARTICLE 5
ORGANIZATIONAL SECURITY

- 5.1 Any teacher 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 unified membership dues in the Association. Such authorization shall continue in effect from year to year. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the teacher each month for ten months. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the year.
- 5.2 Any teacher while on leave from the District shall continue to pay the Twin Hills Teacher's Association dues in the total amount. C.T.A./N.E.A dues will be assessed according to the current dues information sheet issued by C.T.A./N.E.A.
- 5.3 With respect to all sums deducted by the District pursuant to authorization of the employee for membership dues the District agrees promptly to remit such monies to California Teachers Association. The Association shall have the right to a listing of teachers for whom deductions are made.
- 5.4 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 5.5 Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the District.

ARTICLE 6
ASSOCIATION RIGHTS

- 6.1 The Association shall have the right to make use of school buildings, facilities, all reproduction equipment, and audio-visual equipment at all reasonable hours and at no inconvenience to the District. Any costs for consumable supplies or damage to equipment, school buildings or facilities as a result of Association use shall be borne by the Association.
- 6.2 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school in areas frequented by teachers. The Association may use the District mail service and teacher mailboxes for communications to teachers at no cost to the District. The daily bulletin may be used to announce Association meetings.
- 6.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times and with no interruption to the educational program of the District.
- 6.4 The Board shall place on the agenda of each regular public Board meeting any matters brought to its consideration by the Association.
- 6.5 The Association shall have the right to participate as members of the Superintendent's District Advisory Council or similar advisory group and may suggest topics for discussion.
- 6.6 The District shall make every attempt to include teachers in the hiring process of certificated staff as per AR 4111 under Board Policy 4111.

**ARTICLE 7
PUBLIC CHARGES**

- 7.1 Any teacher who encounters a student-teacher conflict or parental complaint which he/she cannot resolve shall communicate that conflict or complaint to the school principal as soon as possible.
- 7.2 Any parent or guardian of a pupil enrolled in the District may make a written complaint regarding any district employee. All such complaints shall be on complaint forms (Appendix B, as per school Board Policy and Administrative Regulation #1312), signed by the complainant and submitted to the building principal and a copy provided to the teacher. The District's Uniform Complaint Procedure (BP 1312.3 and AR 1312.3) shall be utilized in regard to the unlawful discrimination, harassment, intimidation, or bullying, as specified in the Board policy. Complaints must be submitted to the District within thirty (30) days of the event giving rise to the complaint. District complaint forms shall include a place for the complainant to indicate whether a response from the District is requested. If no such request is made the District shall not be required to respond to the complainant.
- 7.3 If a response is requested by the complainant, the appropriate administrator or the District shall reply in writing within twenty (20) working days from receipt of the complaint and a copy provided to the teacher.
- 7.4 The complainant or teacher may contest the response of the District representative by written appeal to the Superintendent within twenty (20) workdays of such response. The Superintendent, upon receipt of such appeal, shall respond within twenty (20) workdays.
- 7.5 After response from the Superintendent, any complainant or teacher still dissatisfied with the District resolution of the complaint may make a final written appeal to the Governing Board within fifteen (15) working days of the Superintendent's decision. The final decision regarding disposition of the complaint shall be by the Governing Board.
- 7.6 Any complaint filed by a parent or guardian will not be used in the evaluation of an employee or placed in that employee's personnel file if the procedural steps described above have not been followed or a complaint is found to be false.
- 7.7 The District shall not dismiss or refuse to re-employ a permanent Association member solely on the basis of uncorroborated, unsubstantiated, uninvestigated hearsay in a citizen or parent complaint.

ARTICLE 8 TEACHING HOURS

- 8.1 The length of the teacher workday, including preparation time, lunch, relief periods, and time required before and after school, shall not exceed 7.25 hours. Nothing in this Section shall preclude a teacher from voluntarily working hours in excess of 7.25 hours in any teacher workday.
- 8.1.1 At Orchard View School the length of the teacher workweek, including preparation time, lunch, relief periods, and time required before and after school, shall not exceed 36.25 hours. Nothing in this Section shall preclude a teacher from voluntarily working hours in excess of 36.25 hours in any teacher workweek. Part time teachers' workweeks will be computed as a percentage of the full time teacher workweek.
- 8.2 Every teacher shall be entitled to one duty-free, uninterrupted lunch period of thirty (30) minutes and one relief period of at least fifteen (15) minutes per regular workday.
- 8.2.1 SunRidge teachers will work with their Director to schedule a duty free lunch of thirty (30) minutes some time between 10:00 a.m. and 2:00 p.m. during each workday.
- 8.3 District shall provide full time certificated employees a minimum of four hundred ten (410) minutes of prep time per week. Part time certificated employees working fifty percent (50%) or more of the work week shall receive prep time on a pro rata basis (a percentage of 410 minutes) in an amount approximately equivalent to the percent of time worked in a one week period. Job share teachers shall receive prep time equal to one full- time position.
- 8.3.1 Prep time will be scheduled by the site administrator.
- 8.3.2 Prep time minutes do not have to be consecutive and may be provided during instructional and non-instructional times.
- 8.3.3 During prep time, teachers may be asked to do the following:
- 8.3.3.1 Substitute teach in emergencies (shall be paid at \$40.00 per hour). When needed the District will ask for volunteers that are willing to substitute teach during their prep time.
- 8.3.3.2 Attend school meetings and hold/attend parent conferences.
- 8.3.4 The prep time provisions outlined in 8.3 do not apply to minimum days, common planning time days, staff development days or rainy days.
- 8.3.5 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency or by mandate of California or Federal law. (An emergency is any immediate or unexpected event or condition that cannot reasonably be foreseen by the District). Prior to any amendment, modification, or rescission under this Article, the District shall negotiate with the Association.

8.4 The District shall assign and require no more than a total of two (2) hours of non-teaching duties per month per teacher over and above the regular teacher workday, and such duty shall be distributed as equally as possible among all teachers at the school where the activity originates. In addition, the District may require attendance at faculty meetings for a total of sixty (60) minutes per school month over and above the regular teacher workday. If the school has a shortened day, the faculty meeting may begin earlier to extend the time of the meeting. Non-teaching duties are those which are required by the District and which do not involve instruction of students.

8.4.1 At Orchard View School these hours may be distributed as no more than a total of one (1) hour of non-teaching duties per month per teacher over and above the regular teacher workweek, and such duty shall be distributed as equally as possible among all teachers at the school where the activity originates. In addition, the district may require attendance at two (2) faculty meetings for a total of (120) minutes per school month.

8.4.2 Exceptions to the above shall be as follows:

8.4.2.1 In-service education as provided in Article 16.

8.4.2.2 Teacher orientation days as set forth in the school calendar and shall not exceed four (4) days.

8.4.2.3 Extracurricular activities which are voluntarily contracted for between the employee and the District.

8.4.2.4 An emergency, as referenced in 8.3.5 above, is any immediate or unexpected event or condition which cannot reasonable be foreseen by the District.

8.4.2.5 Attendance shall be mandatory at Back-to-School Night, open house, and parent conferences.

8.4.2.5.1 In the event of illness or leave, the attendance at the above activities shall be made up within a reasonable time.

8.5 Special meetings of extended duration or number: The parties recognize that based on the particular needs associated with a class and students assigned to a class, the classroom teacher may be required to participate in more or longer meetings outside of the regular work day to address those particular needs and/or classroom dynamics. In such situations, the teacher may meet with the Superintendent and THTA representatives to review the situation and discuss possible accommodations if such are determined appropriate. Such accommodations may include some release time with a substitute so that the teacher may attend such meetings during the work day, or additional aide time, or compensatory time off, or a specific stipend. Such agreed upon accommodations shall be specified in a written MOU between the District and the Association and shall not act as precedent with regard to any other requests for accommodation.

**ARTICLE 9
CLASS SIZE**

9.1 Except in traditional large group instruction or experimental classes where the Association has agreed in writing, the class size maximum shall be:

<u>Elementary</u>	<u>Maximum</u>
Kindergarten – Third	24**
Fourth – Fifth	28
Sixth – Eighth	28*
Combination Class 4/5	26

* Determined by the total pupil contact per day (e.g. 5 periods x 28 students per day = 140) excluding specialty classes listed under 9.3 and activity classes.

** Primary class size numbers may increase or decrease pursuant to Local Control Funding Formula (LCFF) regulations. If the District needs to change class size ratios, it will consult with THTA. If LCFF regulations change, all affected items in this Article will be reopened for the following year.

At SunRidge Charter School the case load for grades 1-8 shall be a maximum of 28 students.

At Orchard View School the case load shall be a maximum of 22 students and one enrichment class. If no enrichment class is taught the case load is 25.

Teachers teaching a K-12 enrichment class:

- 22 students + 1 class = 100%
- 18 students + 1 class = 80%
- 13 students + 1 class = 60%
- 11 students + 1 class = 50%

Teachers teaching more than one class:

K-12 enrichment class = 3.00 students

9.2 The District will pay a class size overage of \$4.50 per student per day for classes over the maximum class size stated above. Payment shall be made at the conclusion of the school year and shall be based upon actual enrollment on a prorata basis for that period of time during the school year that the student maximums are exceeded. Orchard View School teachers will not be required to carry more than 22 students at any time (pro-rated for part-time teachers).

9.3 For the purpose of this Article, traditional large group instruction includes the following:

- 9.3.1 Study Hall
- 9.3.2 Physical Education and related games
- 9.3.3 Band

- 9.3.4 Chorus
 - 9.3.5 Drama
 - 9.3.6 Library
 - 9.3.7 Arts and Crafts
 - 9.3.8 Other large group instructional classes that have the mutual agreement between teacher and principal
- 9.4 The goal of the District is to have small group instruction in special day classes. When Special Education capacity exceeds the current District policy (current Resolution 2021-535 – Appendix M), the teacher and principal will meet to discuss methods to address the needs of the class and the teacher.

**ARTICLE 10
LEAVES**

10.1 Sick Leave

10.1.1 Every teacher shall be entitled to ten (10) days of paid sick leave as set forth in California Education Code section 44978, et seq.

10.1.1.1 A teacher may request an unpaid leave of absence for personal reasons. The request shall be made to the District Superintendent and approved or ratified by the School Board. This shall be done well enough in advance to allow the District to secure a temporary replacement. If the leave is approved, it shall be without pay and without benefits unless otherwise approved by the Board. Employee may continue benefits at his/her own expense as allowed by the carrier. If the leave is of a short duration (1-2 weeks), the District shall continue to pay all employee benefits.

10.1.2 Every teacher shall be entitled to a written statement of his/her accrued sick leave total, to include the entitlement for the current sick leave total and to include the entitlement for the current school year, upon request.

10.1.3 A teacher shall notify the District as soon as the teacher ascertains the need for sick leave. Every effort shall be made by the teacher to give at least twelve (12) hours notification.

10.1.4 Sick leave may be taken for member's own illness or for the illness of a spouse, child or domestic partner.

10.1.5 When there is reasonable suspicion of abuse (i.e., extensive use of Fridays and Mondays, days taken consistently in conjunction with holidays and vacations) of the leave policy, the District may require a doctor's certificate as proof of illness after three (3) consecutive days of absence.

10.2 Personal Leave

10.2.1 A teacher may use up to seven (7) accrued or accumulated days of paid sick leave per year, which shall be non-cumulative, for personal leave. Neither a reason for the day nor proof of its use shall be required, except that in no case shall a teacher use a personal leave day to perform work for compensation by another employer or for work stoppage or slowdown or any other concerted activity, nor in violation of the Education Code.

10.2.2 The teacher shall not be required to secure permission, nor give advance notification, in the case of a death or serious illness of a relative of the teacher, or an accident involving the teacher's person or property, or the person or property of a member of the teacher's immediate family.

10.2.3 Notification of intent for an officer or designee, as specified by the Association, to take personal leave shall be in the same way as for taking sick leave except that at least two (2) days notice shall be given in the case of using personal leave for Association business.

- 10.2.4 Under all circumstances, an employee shall verify in writing that the personal leave was used only for purposes stipulated in this Article (Ed. Code 44981). A form (certificated illness form) shall be provided by the District.
- 10.2.5 For purposes of this Section, immediate family shall mean the employee's spouse/partner, grandfather, grandmother, grandchild, father, stepfather or father-in-law, mother, stepmother or mother-in-law, son or son-in-law, daughter or daughter-in-law, stepchild, brother, sister, uncle, aunt, nephew, or niece of the employee or of the spouse/partner of the employee. Immediate family also includes anyone living in the household of the employee or any person who has stood in the place of the relatives specified above.
- 10.3 Maternity/Paternity Unpaid Leave
- 10.3.1 Unit members who wish to absent themselves from duty for any related reasons prior to and following the birth or adoption of a child may apply for unpaid maternity/paternity leave. This leave may be requested for a maximum of twelve (12) months.
- 10.3.2 Requests for maternity leave shall be submitted in writing, addressed to the governing Board and delivered to the Personnel Office, at least sixty (60) days prior to the desired commencement date of the leave or by March 1, if such leave is being requested for the following year and such need is known by March 1.
- 10.3.3 Written request for leave shall include beginning and ending dates of the requested leave. Any request to extend the leave must be submitted forty-five (45) days in advance of the initial requested end date.
- 10.3.4 A letter from the employee's physician indicating the expected date of birth of a child, and any known or expected medical complications, shall accompany the request for leave.
- 10.3.5 When a child is born to or adopted by a unit member, the District will grant ten (10) additional days of paid leave.
- 10.3.6 Unit members not covered by maternity disability leave may use their personal necessity leave days to extend their leave.
- 10.4 Maternity Disability
- 10.4.1 The District shall provide for leave of absence from duty for any certificated unit member of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the unit member and unit member's physician.

- 10.4.2 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment in the District.
- 10.4.3 At least sixty (60) days prior to the expected birth of the child, the unit member shall submit to the District a physician's statement noting the expected date of birth. An employee may continue to work until the onset of physical disability.
- 10.5 Industrial Accident and Illness Leave
- 10.5.1 Teachers shall be entitled to sixty (60) days paid leave of absence from his/her duties on account of an industrial accident or illness arising out of the course of his/her employment with the District, in accordance with the California Education Code section 44984.1.
- 10.5.2 The allowable leave shall not be accumulated from year-to-year.
- 10.5.3 Industrial accident or illness leave shall commence on the first day of absence.
- 10.5.4 Any compensation paid to the teacher under this Article and any other payments as a result of said injury or illness from whatever source shall, when added to his/her temporary disability indemnity under the California Labor Code, result in a payment to him/her of not more than his/her full salary.
- 10.5.5 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 10.5.6 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/her for the same illness or injury.
- 10.5.7 In order to qualify for benefits under this Section, the teacher must advise the District in writing as soon as possible, but no later than five (5) working days, of the accident giving rise to the industrial illness or injury specifying the date, time, place and circumstances of the injury or illness.
- 10.5.8 The District reserves the right to require a doctor's certificate or other sufficient proof of illness or injury as a condition of qualification of benefits under this Section.
- 10.6 Bereavement Leave
- 10.6.1 Bereavement Leave may be taken for immediate family members as defined in Section 10.2.5.

- 10.6.2 Every teacher shall be entitled to three (3) days of paid leave of absence or five (5) days if 300 miles or more of travel one way is required.
- 10.6.3 In the case of the death of the employee's spouse/partner, child, or parent of the teacher, the leave entitlement shall be five (5) days or seven (7) days if 300 miles or more of travel one way is required.
- 10.7 Jury Duty
- 10.7.1 A teacher shall be entitled to as many days of paid leave as are necessary for the purpose of service as a juror in any legal proceeding.
- 10.8 Religious Leave
- 10.8.1 Members of religious faiths will be granted leave from duties on major religious holidays, not provided for in District-adopted school calendar, sufficient to attend the services of their place of worship without loss of pay. Such absences will be limited to three (3) days in any school year, which shall be applied against personal leave.
- 10.9 Extended Illness Leave
- 10.9.1 If a teacher has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute or what would have been paid a substitute or fifty percent (50%) of the salary due during the period of absence, whichever is the lesser amount. The five months or less period during which the above deductions occur shall not begin until all other paid sick leave provisions for which the teacher is eligible have been exhausted.
- 10.10 Study Leave
- 10.10.1 Any study leave tour approved by the District under Appendix C shall be treated as an unpaid leave as defined in this Section.
- 10.10.2 The District may on application grant study leave to a teacher not to exceed one (1) year for the purpose of permitting study or travel by the employee which would benefit the pupils and the School District.
- 10.10.2.1 Any such leave shall be treated as unpaid leave (as defined in this Section) unless designated as paid leave by the District, in which case the District shall determine the extent and rate of pay.
- 10.10.2.2 Any teachers desiring study leave shall apply to the District no later than February 1 of the school year preceding that during which the leave is desired. Final date to approve the leave requested shall be March 1 of the same year.

10.10.2.3 In the event of a paid study leave, the teacher shall agree to render two (2) consecutive years service to the District following the study leave period and shall post a bond to indemnify the District against loss if he/she fails to render such service.

10.11 Unpaid Leave

10.11.1 A teacher may request an unpaid leave of absence for personal reasons. The request shall be made to the District Superintendent and approved or ratified by the School Board. This shall be done well enough in advance to allow the District to secure a temporary replacement. If the leave is approved, it shall be without pay. If the leave is of a short duration (1-2 weeks), the District shall continue to pay all employee benefits.

10.11.2 Any unpaid leaves approved shall be for a specified time period. Teachers are required to confirm in writing their intent to return on the specified dates at least two (2) months in advance or no later than March 1, whichever comes first.

10.11.3 The District and the Association acknowledge that there are issues related to repetitive requests for long-term leaves, including, but not limited to, retention of seniority although not working, costs, commitment to the District, maintaining updated teaching staff, and programmatic continuity. With those concerns in mind, the District and Association agree that beginning with leave requests made after July 1, 2005, full-time leaves will generally be limited to a total of three (3) years within a ten (10) year period. Unit members may request a fourth year of leave, but such request will be reviewed in consideration of the following:

- a. Costs.
- b. Commitment to teaching career.
- c. Commitment to return.
- d. Special consideration of the individual.

Board's decision regarding a fourth year is final and is not precedent with regard to any other request. (6/05)

10.11.4 At the point when full-time leaves are not an option as described above, the unit member shall:

- a. Return to full-time employment, or
- b. Request a part-time leave, not to exceed .6 of a full-time position. Such requests must be made on an annual basis by March 1. Such requests may or may not be approved by the Board, based on the needs of the District and the educational programs, or
- c. Request a job share of at least .4 of a full-time position in accordance with Article II. (2/06)

10.12 Family Care Leave

Each unit member who has been employed by the District for more than one continuous year is eligible for an unpaid Family Care Leave not to exceed twelve (12) weeks within a twelve (12) month period, unless a longer leave is agreed upon by the District and the unit member. Family Care Leave may be used for the birth of the unit member's child, placement of a child for adoption or foster care, to care for a spouse, child, or parent with a serious health condition, or a serious health condition which renders the unit member unable to perform essential job functions.

During the period of such leave the District shall maintain the unit member's group health benefits, if any, on the same basis as if the unit member was in paid status. Upon return from Family Care Leave, the unit member is entitled to return to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The unit member's absence under Family Care Leave shall not be considered a break in service.

The unit member must provide the District with at least thirty (30) days advance notice for the leave if the need is foreseeable; if the need is not foreseeable, notice must be given as soon as practicable under the circumstances.

10.13 Catastrophic Leave

Donation of Sick Leave

The Catastrophic Leave program permits unit members to donate sick leave days to another unit member when that unit member or a member of his/her immediate family suffers from a verifiable catastrophic illness or injury if prescribed conditions are met.

Definitions:

"Catastrophic Illness" or "Injury" - means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates an immediate member of the unit member's family, child, spouse or domestic partner which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all his or her sick leave and other paid time off.

Order of Leave - Accordingly, leave shall be used in the following order:

- (a) Accrued fully-paid sick leave;
- (b) Catastrophic leave; and
- (c) Extended/differential leave, if available.

"Eligible Leave Credits" – means vacation leave and sick leave accrued to the donating employee.

The superintendent is responsible for seeing that a request to receive donated sick leave is in compliance with the provisions of Education Code section 44043.5.

Eligible leave credits may be donated to an employee for catastrophic leave when all the following requirements have been met:

- 10.13.1 An employee, meeting the definition of Catastrophic Illness, requests in writing to the superintendent that eligible leave credits be donated and provides verification of catastrophic illness or injury to self, spouse or child indicating the incapacitating nature and probable duration of the illness or injury. If necessary, the superintendent may require a letter from a physician verifying the catastrophic illness or injury.
- 10.13.2 If the superintendent approves the transfer of eligible leave credits, employees who will retain at least twenty (20) days of accrued leave time after the donation, may donate eligible leave credits at a minimum of one work day of the donor; the maximum donation shall be three (3) days. The superintendent shall inform the classification (certificated or classified) of the request for donation of accrued leave time and the method by which donations may be made including that all donated accrued leave is irrevocable.
- 10.13.2.1 Donation of accrued leave may be made only within the requesting employee's classification i.e., certificated to certificated and classified to classified.
- 10.13.2.2 The district office shall maintain a record of donated leave credits in a separate account.
- 10.13.2.3 Any remaining donated leave credit shall be held in a separate account designed as Catastrophic Leave Credits.
- 10.13.3 The employee making the request must exhaust all accrued paid leave credits and shall continue to use any additional accrued leave received on a monthly basis prior to using the donated leave.
- 10.13.4 Qualifying employees may use donated leave credits for a maximum of thirty-six (36) work days.

ARTICLE 11
JOB SHARE

- 11.1 Definition: For each shared job, job sharing shall generally refer to existing certificated employees sharing a full-time position for a specified period of time and taking an unpaid leave for that portion of their regular position that each is not working while job sharing.
- 11.2 Eligibility:
 - 11.2.1 Must hold an appropriate credential for the position.
 - 11.2.2 Teachers who are tenured with a minimum of two complete school years of District service.
 - 11.2.3 Teachers who have a current satisfactory evaluation.
 - 11.2.4 If only one tenured teacher is available, a temporary teacher shall be hired to serve as the job share partner.
- 11.3 General Provisions:
 - 11.3.1 The District recognizes that under appropriate conditions, unit members involved in a shared contract assignment can provide consistent instruction and services to students and maintain effective working relationships with parents/care providers and District staff.
 - 11.3.1.1 Provide for a maximum of five District job shares, three at Apple Blossom and two at Twin Hills, with a maximum of one per grade level.
 - 11.3.1.2 If all allowable job shares are not used, one of the remaining job shares may be transferred to the other school.
 - 11.3.2 Salaries shall be computed as a percentage of FTE. (FTE = full time equivalency).
 - 11.3.3 Fringe benefits shall be computed as a percentage of FTE as specified in the Education Code.
 - 11.3.4 Sick leave shall be computed as a percentage of FTE.
 - 11.3.5 Retirement shall be computed as a percentage of FTE.
 - 11.3.6 Teaching hours shall be determined consistent with Article 8 of the contract.
 - 11.3.7 Step advancement and notice shall be computed as a percentage of FTE.
 - 11.3.8 Communication between job share teachers and with parents, administration, and staff shall be maintained to the degree expected at that grade level.
 - 11.3.9 Job share participants who wish to continue job share shall re-submit annually as per this Article.
 - 11.3.9.1 Participants must show how the requirements 11.4.4.1 through 11.4.6.7 were fulfilled.

- 11.4 Written application: The two unit members requesting a shared contract assignment shall develop by January 15 of each year a written proposal which shall address the following items:
 - 11.4.1 Specify the benefits to the District and the students, as well as the benefits to the employees involved.
 - 11.4.2 Continuity of instruction and services for students enrolled in the potential shared position.
 - 11.4.3 Responsibilities for developing and implementing the instructional program.
 - 11.4.4 Responsibilities and methods of communication between:
 - 11.4.4.1 Parent and teacher.
 - 11.4.4.2 Job share partners.
 - 11.4.4.3 Teacher and administrator.
 - 11.4.4.4 Teacher and staff.
 - 11.4.5 The following activities require mandatory attendance of both job share partners:
 - 11.4.5.1 Pre-school meetings.
 - 11.4.5.2 A minimum of the first two days of the first week of school.
 - 11.4.5.3 Back to School Night.
 - 11.4.5.4 Annual conferences.
 - 11.4.5.5 Open house.
 - 11.4.6 Describe which job share partner will participate in the following attendance activities:
 - 11.4.6.1 Other parent-teacher conferences.
 - 11.4.6.2 IEP meetings.
 - 11.4.6.3 Staff development meetings.
 - 11.4.6.4 Minimum days.
 - 11.4.6.5 Faculty meetings.
 - 11.4.6.6 Grade level meetings.
 - 11.4.6.7 Other duties as appropriate to the position.
 - 11.4.7 Responsibilities for maintenance of records such as:
 - 11.4.7.1 Progress reports.
 - 11.4.7.2 Report cards.

- 11.4.7.3 Cum folders/other confidential reports.
- 11.4.8 Shared Position Breakdown:
 - 11.4.8.1 Precise percentage of split position, and who will work what days.
 - 11.4.8.2 Request for unpaid leave for that percentage of position that each member will not work if shared contract proposal is approved. This will allow job share participants to retain full-time re-hire rights.
 - 11.4.8.3 The beginning and ending dates of the shared contract.
 - 11.4.8.4 Develop a plan for covering the position in the event a unit member leaves a shared contract position due to an emergency.
- 11.5 Application Process:
 - 11.5.1 By January 15:
 - 11.5.1.1 Completed application shall be submitted to the site administrator.
 - 11.5.1.2 Discussion between applicants and site administrator.
 - 11.5.1.2.1 Application forwarded as written.
 - 11.5.1.2.2 Mutually agreed upon revisions forwarded.
 - 11.5.2 By February 1:
 - 11.5.2.1 Site administrator makes written evaluation and forwards application and evaluation to superintendent.
 - 11.5.3 By February 15:
 - 11.5.3.1 Superintendent approves.
 - 11.5.3.2 Superintendent denies with reasons and notifies unit members.
 - 11.5.3.3 Superintendent approves with mutually agreed-upon revisions.
 - 11.5.4 By March School Board meeting:
 - 11.5.4.1 Denied applicants may appeal to school board.
- 11.6 Criteria For Evaluation and Selection of Proposal will be based on the following:
 - 11.6.1 The degree of continuity of instruction and services to students.
 - 11.6.2 The feasibility of implementation, communication, meeting attendance, and maintenance of records.
 - 11.6.3 The needs of the District.
 - 11.6.4 Priority given to proposals where both job share partners are permanent district employee

- 11.6.5 The fewer years participating in district job share = a higher consideration for selection.
- 11.6.6 Positive administrative evaluation of prior job share.
- 11.6.7 Greater seniority = greater consideration.
- 11.6.8 Use lottery to break ties in equal proposals.
- 11.7 Final Notification of Acceptance or Denial of Proposal:
 - 11.7.1 No later than April 1, unit members who have applied for a shared contract position shall be notified if their request has been granted.
 - 11.7.2 Unit members whose shared contract request has been denied shall receive a written response from the Superintendent, explaining reason for denial based upon evaluation and selection criteria. Upon request, the Superintendent or designee shall discuss the denial with the unit members within five working days. An Association representative has the right to attend this meeting at the request of the unit member.
- 11.8 Evaluation of Job Share:
 - 11.8.1 Evaluation of job share shall be based upon the degree to which the job share proposal was fulfilled.
 - 11.8.1.1 This job share evaluation may be completed by the site administrator in conference with the job share participants.
 - 11.8.2 Evaluation of job share shall occur mid-year and informally as needed.
 - 11.8.3 Parent surveys may be used to gather information regarding job share evaluations.
- 11.9 Return to Full-Time Teaching Position:
 - 11.9.1 If during the course of a school year a unit member leaves a shared contract position due to an emergency, the shared contract position will continue when an acceptable long-term substitute can be found to fill the vacant shared position.
 - 11.9.2 If job share participants do not reapply, they will return to full-time position with the same assignment rights held prior to the leave.
- 11.10 Length of Job Share
 - 11.10.1 The maximum number of consecutive years for a job share and leave cannot be more than three (3) years and a fourth may be granted pending Board approval.

ARTICLE 12
TEACHING CONDITIONS

- 12.1 The District shall make available in each school an adequate lunch room and faculty lounge, which may be one and the same, for adult use during the school day. Adequate restroom facilities for adult use shall be provided.
- 12.2 Telephone facilities for private local calls shall be made available to Association members for their use. No long distance calls shall be made without the District's prior approval.
- 12.3 The District shall provide the teachers with safe conditions of employment as required by existing State and Federal legislation.
- 12.4 In all cases, when a school official or teacher is advised of a bomb threat, he/she shall immediately notify the Superintendent, who shall in turn promptly contact the proper law enforcement agency. The Superintendent shall evacuate all students until such time as a search reveals the bomb or lack thereof. No teacher shall be required to search for a bomb.
- 12.5 The District shall maintain adequate first aid supplies on hand at each school for the proper treatment of employees and students.
- 12.6 The District shall comply with provisions of the California Occupational Safety and Health Act in regulations relating thereto.
- 12.7 For involuntary transfers/reassignments or construction related reasons the District, upon request, shall provide assistance in transporting materials from the present work location to the new work location. The affected unit member will be paid \$150 per day for a maximum of two (2) days based on mutual agreement between the affected unit member and principal to move and set up his or her new classroom. This monetary provision shall not apply to teachers at SunRidge Charter School for movement of classroom unless it is an involuntary transfer.

ARTICLE 13
CERTIFICATED EMPLOYEE EVALUATION

- 13.1 Every probationary certificated employee shall be given a summative evaluation by the District in writing at least once each school year by March 1 (Appendix D). As part of the evaluation process, each probationary certificated employee shall receive at least two (2) formal observations, one by November 15 and one by February 15.
- 13.2 Every permanent certificated employee shall be given a summative evaluation by the District in writing at least once every two (2) years by May 1. As part of the evaluation process, each permanent certificated employee shall receive at least one (1) formal observation. Additional observation may be requested by the employee. The evaluator shall conduct at least one additional observation if the evaluator has concerns after the initial observation.
- 13.2.1 For permanent unit members who have been employed at least ten (10) years in the District, who are certified as Highly Qualified under No Child Left Behind (NCLB), and whose most recent evaluation has indicated he/she has met standards, if the evaluator and evaluatee agree, the evaluation shall be made every five (5) years. Either the affected unit member or evaluator may withdraw consent at the beginning of a school year, no later than September 30, thus returning the unit members to the provisions of 13.2. (6/05)
- 13.3 Evaluation Procedure
- 13.3.1 The initial formal observation for evaluation shall be preceded by a conference between the evaluator and the teacher to be evaluated by October 31. The intent of the conference is to discuss the evaluation procedure, to review the California Standards for the Teaching Profession (CSTP), and to select two (2) Standards for evaluation; one chosen by evaluatee, one chosen by the evaluator. Additionally Standard Three (3) will be a part of every employee's evaluation. The date for the initial observation will be set by mutual agreement. Formal observation shall last at least 45 minutes or one (1) full period, whichever is longer. The first formal observation shall be followed by a conference within five (5) working days, in which the evaluator and the teacher shall review the observation. A final copy of the written observation report shall be given to the employee within ten (10) working days of the post observation conference. Subsequent formal observations need not be preceded nor followed by a conference. However, either the employee being evaluated or the evaluator may request such conferences.
- 13.3.2 The teacher and evaluator shall meet for a final evaluation conference no later than ten (10) working days after the summative evaluation has been given to the employee.

- 13.3.3 The observation reports and final evaluation shall be placed in the teacher's personnel file. The teacher being evaluated shall be entitled, within ten (10) working days of the final evaluation conference, to file a written response or commentary to each evaluation, or observation, which shall likewise be placed in said teacher's personnel file.
- 13.3.4 If an Association member receives an evaluation which indicates that improvement is needed, the teacher and evaluator shall meet to develop a plan for improvement. The teacher and the evaluator may propose specific means of assistance and include such in the plan, which may involve additional classroom observations, observation conferences and a written evaluation, to be arranged at the final evaluation conference.
- 13.3.5 Observations and evaluations shall be based on the personal knowledge and observation of the evaluator.
- 13.4 The parties hereto agree that the content of said evaluations shall not be subject to the grievance/arbitration procedure as outlined in Article 4.
- 13.5 Forms are attached as Appendix D. (Initial Planning Sheet, Observation Report, Final Summative Evaluation)

ARTICLE 14
TEACHER RESPONSIBILITY FOR SUPERVISION
OF NON-TEACHERS

- 14.1 The District shall allow ample opportunity for a teacher to whose class or course an instructional assistant is to be assigned to discuss goals and objectives of his/her class and courses with that assistant.
- 14.2 The District shall not assign instructional assistants to perform instructional duties with regard to required curriculum courses unless supervised by a teacher.
- 14.3 The District shall take into consideration any observations made by the supervising teacher with regard to that teacher's instructional assistant.
- 14.4 A supervising teacher shall not be held accountable by the District for any injuries caused by an instructional assistant under his/her supervision.
- 14.5 No teacher shall be required to supervise a certificated teacher assistant as defined under California Education Code section 44926.
- 14.6 A teacher supervising a student teacher shall receive any monies paid to the District for said teacher over and above actual costs incurred by the District in the assignment of the student teacher.

ARTICLE 15 COMPENSATION

- 15.1 Wages and other compensation shall be paid to the teachers in accordance with Appendices E and E-1 attached hereto and made a part hereof.
- 15.2 Update July 2022:
- Effective July 1, 2022, seven percent (7%) on schedule increase with two professional development days added at the end of the year. These days will be added to the ongoing school calendar with THTA's input on future placement.
 - Beginning in the 2023-24 school year there will be a minimum of 2 work days at the start of the school year and 1 at the end of the school year. These workdays will not include professional development or other meetings, but are reserved for teachers to prepare for the start and end of the school year.
 - Decisions on what professional development will be offered will be decided by a committee made up of an equal number of members from the District and THTA.
 - Effective July 1, 2023, COLA on schedule increase for 2023-24. COLA is to be determined by the California State Enacted Budget in July of 2023.
 - Agree to 3 year phase-in restructured salary schedule:
 - Effective July 1, 2022, Phase 1 2022-23: Eliminate Steps 28 through 31, last step is 28 (\$100,535)
 - Effective July 1, 2023, Phase 2 2023-24: Eliminate Steps 24 through 28, last step is 24 (\$100,535*) Update 6/1/23: Steps 22-23: Step 22 \$95,230, Step 23:\$97,504
 - Effective July 1, 2024, Phase 3 2024-25: Eliminate Steps 20 through 24, last step is 20 (\$100,535*). Steps 16-19*: Step 16 \$90,684, Step 17 \$92,955, Step 18 \$95,230, Step 19 \$97,504.
**The restructured salary schedule will have the negotiated increases applied to it so the final step amounts listed above will be different.*
 - Effective July 1, 2022, eliminate the cap on years of experience for teachers when they come to the District.
- 15.3 Teachers covered by this contract who work less than a full school year or part-time shall receive a prorata portion of the amounts indicated on the salary schedule set forth in Appendix E.
- 15.4 Unit members who have an earned Master's degree shall be paid an additional \$1,000.
- 15.5 The District shall compensate teachers using their own personal vehicles for previously approved official school business at the IRS rate per mile.
- 15.6 Part time unit members, and those on shared contracts, shall accrue credit for salary advancement purposes when they have accumulated 75% of a school year. The accumulation shall take place within consecutive years and the salary advancement will be effective at the beginning of the school year after which the 75% accumulation has been earned. No time earned beyond the 75% accumulation may be carried forward.

ARTICLE 16
IN-SERVICE EDUCATION

- 16.1 The District shall, whenever practical, either provide trainings to unit members or allow for unit members to attend outside trainings or conferences.
- 16.2 Such trainings or conferences shall reflect the goals of the school site plan and district programs and take into consideration the needs of classroom teachers and specialists.
- 16.3 District trainings may take place during the school day, outside of contract hours or during the summer break.
 - 16.3.1 Trainings during the day will not be compensated, but teachers will be released from their classroom and a substitute will be paid for by the district.
 - 16.3.2 Unit members who attend training that take place outside of contract hours will be paid \$40.00 per hour up to a maximum of \$600.00 (15 hours) per year, effective July 1, 2018.
 - 16.3.3 The District may offer voluntary professional development days at one or more school sites to be paid \$300 for six (6) hours and \$150 for three (3) hours of participation.
- 16.4 For attendance at outside trainings or conferences a unit member must submit a request to their immediate supervisor for initial approval and then to the superintendent (see Appendix L). Expenses will be paid by the district and the member will not incur loss of pay or benefits. Participation of unit members to outside trainings or conferences will be rotated in an equitable manner.
 - 16.4.1 Once training is complete, a stipend form must be completed and approved by the site administrator before payment is made.
 - 16.4.2 Compensation is limited to current school year (compensation must be paid in the same school year training was completed).
- 16.5 Instead of being paid for trainings that take place outside of contract hours or during summer break, unit members can choose to earn credits for advancement on the salary schedule.
 - 16.5.1 Unit members may earn credits for advancement on the salary schedule through County or District in-services, college credit, study tours or approved program development on behalf of the district. Fifteen (15) hours equal one (1) semester unit.
 - 16.5.2 Approval of credit awards is mandatory for placement on the salary schedule. Unit members must fill out Appendix C and turn it into the District. Earned units where column movement is appropriate will be compensated the next school year if documents are submitted to the district office by September 1.

ARTICLE 17
TEACHER TRANSFER AND REASSIGNMENT

17.1 Definitions

“Reassignment” is a change from one grade level or core subject to another grade level or core subject within the same school.

“Transfer” is a change from one school site to another.

“Days” shall be days when the District Office is open for business.

“Opening/Vacancy” is an unoccupied probationary or permanent position which needs to be filled.

17.2 Application for Assignment

17.2.1 No later than the April staff meeting, each site administrator will conduct a teachers’ meeting to review enrollment, class size, discuss the direction of the school, special needs of the school and students, possible openings at each school, and focus of the District for the following school year. Applications for fall assignments shall be distributed at this meeting. Teachers who are on leave will also be asked to complete this form.

17.2.1.1 Teaching staff will be notified of the meeting date for each school site at least one week prior to the meeting date.

17.2.1.2 Within 10 working days of the meeting referenced in 17.2.1, all teachers shall complete an Application for Assignment Form (See Appendix F). This information will be used by the site administrators and superintendent to fill possible openings and review possible changes of assignment.

17.3 Involuntary Transfer or Reassignment

17.3.1 The District reserves the right to transfer or reassign unit members from one position to another open position within the District. Such transfer or reassignment shall be based upon the following criteria:

17.3.1.1 Experience (at grade level and subject matter, number of years taught expressed as FTE and other pertinent experience)

17.3.1.2 Needs of the District and school site as guided by the District and school vision statements

17.3.1.3 Credentials on file with the County Office (State teacher credentials and Board approved waivers)

17.3.1.4 Current Assignment

17.3.1.5 Personal and Professional Needs of the teacher

17.3.1.6 Seniority

When these criteria are perceived as equal by the Administration, seniority shall be a prime factor. Such transfers shall not be in violation of the mandatory provisions of the California Education Code.

17.3.2 All probationary and permanent staff will be assigned first before assignment of temporary teachers.

17.3.3 When applying the above criteria, preferential consideration will be given to the following probationary and permanent staff:

17.3.3.1 Those individuals who volunteered or were assigned a combination class in the current year will not be assigned a combination class in the succeeding school year without their consent.

17.3.3.2 Those individuals who currently occupy an assignment that will not exist in the following school year or that was a one year assignment.

17.3.3.3 Those individuals who were given an assignment for the current school year that was not listed as an interest/preference on their Application for Assignment Forms.

17.3.3.4 Those individuals whose current assignment is different than the one held in the prior year. The District will attempt to not change assignments twice in two years unless it is at the request of the individual or unless they were notified of the temporary nature of the assignment. (See 17.6)

17.3.4 No unit member shall be involuntarily assigned more than two (2) different grade levels or subject areas during a period of three (3) years.

17.4 Voluntary Reassignment

17.4.1 A unit member may request a reassignment during the school year to take effect at the beginning of the next school year. A request shall be made on the Application for Assignment form (See Appendix F) and submitted to the Site Administrator or his/her designee. The request shall be kept confidential and on file with the Site Administrator, or the designee.

17.4.2 When two (2) or more employees request a reassignment to the same opening, the reassignment shall be based on the criteria in 17.3.1

17.5 Voluntary Transfer

17.5.1 Notwithstanding Section 17.3, a unit member may request a transfer during the school year to take effect at the beginning of the next school year. A transfer may occur provided an open position exists. A request

shall be made on the Application for Assignment form (See Appendix F) and submitted to the Superintendent or his/her designee. The request shall be kept confidential and on file with the Superintendent, or the designee.

- 17.5.2 An open position will be posted for five (5) days and emailed to the unit member's District email except during winter, spring and the summer break, when the posting requirement will be ten (10) days.
- 17.5.3 An open position may be advertised internally and externally simultaneously.
- 17.5.4 The District shall consider and interview all qualified internal applicants prior to reviewing or considering external applicants.
- 17.5.5 An open position shall be filled by the unit member applying by the closing date when the unit member has had a successful prior evaluation and the recommendation of the receiving site administrator.
- 17.5.6 When two (2) or more employees request a transfer to the same opening, the transfer shall be based on the criteria in 17.3.1.
- 17.5.7 If there are open positions remaining after all certificated staff members have been given the opportunity to apply, such positions will be posted in the District office, District website, at each school office, and copies placed in each certificated staff member's school mail box. During the summer, notices will be mailed or emailed to the unit member's district email address unless the unit member gives a new address.
- 17.5.8 When an open position occurs within three weeks of the first day of student instruction or during the school year, the position will be advertised outside of the District. All such positions filled by probationary teachers will be considered an open position for the following school year.

17.6 Notification of Assignments

- 17.6.1 By June 1, teachers shall be notified of their assignments. Teachers who are given an assignment which has an anticipated limited duration (for example, replacing a teacher on leave) will be so informed.

17.7 Denial of Request

- 17.7.1 Upon receiving a written request from a unit member denied a transfer or reassignment or involuntarily transferred or reassigned, the District will provide a written response explaining the reason for denial of the transfer/reassignment within ten (10) days.

ARTICLE 18
PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

- 18.1 The qualification informational sheet for eligibility for part-time employment with full retirement credit as outlined in Education Code section 44922 (Appendix G).
- 18.2 Upon request and mutual agreement between the unit member and the District, the unit member may reduce his/her workload given the following conditions:
- 18.2.1 Any unit member interested in participating in the program shall notify the District in writing no later than February 15 of that school year.
- 18.2.2 The unit member must have reached the age of fifty-five (55) prior to reduction in workload.
- 18.2.3 The unit member must have been employed full-time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment. A leave of absence is not a break in service as that term is defined by the State Teachers' Retirement System (STRS).
- 18.2.4 The STRS Reduced workload Option must be reviewed and approved by the Board of Trustees annually.
- 18.2.5 The STRS Reduced Workload must meet the educational needs of the District.
- 18.2.6 The STRS Reduced Workload must be fiscally sound.
- 18.2.7 The option of part-time employment can be revoked with the mutual consent of the District and the unit member, provided work performance is satisfactory to the District.
- 18.2.8 The unit member shall be paid a compensation that is the *pro rata* share of the compensation the unit member would have been paid had the unit member not reduced his or her workload. The unit member shall make contributions to the State Teachers' Retirement System in the amount that the unit member would have contributed had the unit member performed creditable service on a full-time basis. The District shall contribute to the State Teachers' Retirement System at a rate specified by the Board, an amount based upon the compensation that would have been paid to the unit member had the unit member performed creditable service on a full-time basis. The unit member shall receive health benefits in the same manner as a full-time employee.
- 18.2.9 The minimum part-time employment shall be equivalent of one-half of the number of days of service requirement by the unit member's contract of employment during the final year of service in a full-time position. The period of reduced workload shall not exceed ten (10) years.

ARTICLE 19
CERTIFICATED RETIREMENT SUPPORT PROGRAM

19.1 The Twin Hills Union School District has available a Certificated Retirement Support Program (CRSP) for all certificated employees qualifying under the eligibility criteria.

19.2 Eligibility Criteria:

19.2.1 Must be at least 55 years of age.

19.2.2 Must be employed in the Twin Hills School District for a minimum of 15 years (the last five must be continuous).

19.2.2.1 A full-time, unpaid leave is not considered a break in service for qualification of the District's CRSP program.

19.2.2.2 One-half time employment shall qualify as one year of service for up to two years. After two years, the service time shall accumulate as percentage of time worked.

19.2.3 Must be on Column 5 of the salary schedule for at least 4 years.

19.2.4 File the necessary District retirement/resignation (the term resign is used prior to employee being able to draw on STRS) form (Appendix H) indicating desire to participate in the program.

19.2.4.1 Unit members shall notify the District in writing by February 15th of their final year of service in order to participate in the CRSP program. Such notification shall not be withdrawn following acceptance by the Superintendent.

19.2.4.2 Unit members resigning or retiring during the school year shall notify the District in writing at least six weeks prior to the end of service in order to participate in the CRSP program.

19.3 Benefits

19.3.1 Qualifying unit members shall receive a percentage of the teacher's highest earnable salary on the Salary Schedule, depending on the age in which he/she chooses to retire.

19.3.1.1 The benefits to age schedule is:

<u>Age</u>	<u>Percent</u>
55-58	65%
59-60	55%
61-62	35%

- 19.3.2 Retiree shall be provided with a cash buy-out based on the calculation arrived at in 19.3.1.
- 19.3.3 The cash buy-out shall be paid out in three (3) equal installments by September 30 of the year in which the certificated employee retires and by September 30 of the following two calendar years.
- 19.3.4 The retiring employee shall elect a beneficiary to receive the cash buy-out in the event of the retiring employee's death.
- 19.3.5 Said retirement/resignation funds shall not be computed toward retirement credit.

ARTICLE 20
CERTIFICATED DISCIPLINE

- 20.1 No unit member shall be disciplined without just cause, due process and utilization of the principles of progressive discipline.
- 20.2 Discipline for purposes of this Article shall mean suspension without pay. No suspension of pay shall occur before completion of the hearing process except as allowed under the Education Code. The provisions set forth below shall not preclude the District from suspending a unit member with or without pay if such provision exists within the Education Code sections under which the unit member is charged.
- 20.3 Suspension Without Pay
- 20.3.1 When a unit member is to be suspended without pay, specific written charges shall be prepared by the Superintendent or his/her designee. Included in such charges shall be the specific facts underlying those charges. The charges shall be incorporated in a notice of the intent to take disciplinary action.
- 20.3.2 The written notice of charges shall also offer the unit member an opportunity to meet with the Superintendent or his/her designee to discuss such charges and the unit member's position on the charges. The unit member shall have the right to be represented by a union representative at all stages of the procedure, including the meeting with the Superintendent and/or his/her designee.
- 20.3.3 Included in the written notice of charges, the unit member shall be informed of his/her right to a hearing to appeal such charges. The unit member shall have fifteen (15) working days (from the date of service or postmark of the notice if mailed) in which to request, in writing, a hearing. Such request for a hearing must be received by the Superintendent or his/her designee within the fifteen (15) day period. A letter shall be included in the notice of charges, the signing and return of which by the unit member shall constitute a denial of the charges and a request for a hearing.
- 20.3.4 The written notice of charges shall be served on the unit member either in person or sent by certified mail to the last known address of record of the unit member.
- 20.3.5 The written statement of charges shall also include notice of the recommended discipline.
- 20.3.6 If the unit member does not file a request for a hearing as stated in 20.3.3 above, the disciplinary action recommended by the Superintendent shall be final and shall be implemented at the direction of the Superintendent.
- 20.4 Suspension without pay under this procedure shall not exceed fifteen (15) days.
- 20.5 Hearing by Board

- 20.5.1 Upon timely request for a hearing, the Superintendent shall immediately establish a hearing date before the District Board of Trustees.
- 20.5.2 Such hearing must be held within thirty (30) calendar days of the request for hearing unless the parties agree otherwise.
- 20.5.3 The decision of the Board shall be in writing and shall be final and binding on all parties.
- 20.5.4 All issues and defenses regarding the charges, the penalty, and procedure must be raised at the hearing.
- 20.5.5 The Board shall determine the relevancy, weight and credibility of testimony and other evidence and shall base the written decision on the preponderance of evidence.
- 20.5.6 Both parties will be allowed an opening statement and closing arguments, the opportunity to introduce evidence and present witnesses, and the opportunity to examine and/or cross-examine such witnesses. Both parties may be represented by legal counsel or other designated representatives.
- 20.5.7 Such hearing shall not be open to the public, unless the unit member requests otherwise.
- 20.5.8 A court reporter shall be present at the hearing at the request of either party or the Board. The costs shall be paid by the parties requesting the reporter. Each party shall pay for its own transcript if such is requested.
- 20.6 Hearing before Administrative Law Judge
 - 20.6.1 At the option of the Board or Association member, the hearing may be delegated to the Office of Administrative Hearings (OAH).
 - 20.6.2 OAH shall appoint an Administrative Law Judge who shall hold the hearing within thirty (30) calendar days of the request for hearing unless the parties mutually agree otherwise.
 - 20.6.3 The Administrative Law Judge shall be bound by the same rules as set forth in Section 6 above, except that the decision shall be advisory to the Board.
 - 20.6.4 The cost of the Administrative Law Judge, if any, shall be paid by the requesting party.
- 20.7 Both parties agree to make a good faith effort to keep confidential any and all information regarding actual or proposed disciplinary action.
- 20.8 Any alleged violation, misapplication, or misinterpretation of these procedures must be grieved within the hearing process of this Article.

ARTICLE 21
PERSONNEL FILES

- 21.1 A unit member shall be permitted to review and obtain a copy of materials in his/her District personnel files except as noted under Education Code section 44031 (b). Every unit member shall have the right to inspect such materials. Permission shall be granted provided that the request is made during regular office hours.
- 21.2 Unit members shall be provided a copy of any negative or derogatory material before it is placed in their personnel file. Unit members shall be given an opportunity during the school day to initial and date the material and to prepare a written response to such material within ten (10) days, as long as such opportunity does not interfere with instructional responsibilities. The written response shall be attached to the material.
- 21.3 Unit members may have an Association representative present when he/she inspects his/her personnel file, or may authorize in writing an Association representative to review his/her files. The District shall observe strict confidentiality of the personnel files, which shall mean that access to a teacher's personnel file(s) shall be limited to the members of District administration and their attorney. Written authorization must be obtained from the Superintendent when the file is going to be accessed by a District attorney, with a copy of the authorization going to the employee.

ARTICLE 22
MISCELLANEOUS PROVISIONS

- 22.1 Any individual contract between the District and an individual teacher covered by this contract heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- 22.2 The District shall retain all residual rights and rights of copyright for all tapes, publications and any other educational materials produced at District expense on District time or at District direction, unless discussed and agreed upon prior to submission for copyright or sale.
- 22.3 A teacher's notification to the District that he/she intends to resign shall remain revocable until such time as the Superintendent acts to accept the resignation (see Board Policy #4117.2).
- 22.4 Teachers shall have reasonable latitude to present and exchange ideas, materials, and positions in their day to day teaching activities.
- 22.5 The Association may “consult” with the District over educational objectives, the content of courses and curricula, and the selection of textbooks.
- 22.6 The School Site Council, Advisory Board, or Charter Council shall meet three times a year.
- 22.7 If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 22.8 It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.
- 22.9 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws, to the extent permitted by State law.
- 22.10 When there is not a substitute the District shall do the following:
- 22.10.1 For self-contained classrooms the District will first attempt to cover the affected class with an administrator. When this is not possible, students will be split into the other classes at their grade level or one grade level above or below. A stipend of \$50/teacher will be paid to the affected teachers.
- 22.10.2 For departmentalized classrooms the District will ask for volunteers that are willing to substitute teach during their prep time. Teachers who substitute teach during their prep shall be paid at \$40 per hour (8.3.3.1).

ARTICLE 23
MANAGEMENT RIGHTS AND DISTRICT POWERS

- 23.1 It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in, but not limited to, those duties are the rights to direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue; and contract out work. In addition, the District retains the right to hire, assign, evaluate, promote, and terminate employees and to take action on any matter in the event of an emergency.
- 23.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms and conditions of this Agreement or in an emergency as defined below, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
- 23.3 The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.
- 23.4 Prior to any amendment, modification, or rescission under this Article, the District shall negotiate with the Association; however, the District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency or by mandate of California or federal law.
- 23.5 An emergency is any immediate or unexpected event or condition which cannot reasonably be foreseen by the District.

ARTICLE 24
CONCERTED ACTIVITIES

- 24.1 Except in response to a unilateral change in the Agreement, it is agreed and understood that there will be no strike or work stoppage by the Association or its members during the term of this Agreement. During the term of this Agreement, the Board will not authorize or permit any lockout of Association members or other persons covered by this Agreement. "Lockout" as used in this article is defined as work stoppage or denial of employment initiated by the management during a labor dispute, and includes but is not limited to denying access to District maintained and controlled electronic media and resources.
- 24.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike or work stoppage contrary to this article by employees, who are represented by the Association, the Association agrees to advise those employees to cease such action on request of the District. It is agreed and understood that any employee violating this Article may be subject to discharge by the District.
- 24.3 The foregoing provisions of this Article shall not constitute grounds on which either party hereto may demand arbitration of any dispute not covered by other express terms of this Agreement.

ARTICLE 25
EMPLOYEE BENEFITS

25.1 Health Insurance

25.1.1 The District shall pay the premium for health insurance in the dollar amount specified in the schedule attached as Appendix I.

25.1.1.1 Effective October 1, 2022, the District contribution for medical benefits shall be \$1,100 per month for a full-time unit member.

25.1.1.2 Effective October 1, 2023, the District contribution for medical benefits shall be \$1,200 per month for a full-time unit member.

25.1.2 Teachers who are absent on account of illness and who have exhausted their accumulated paid leaves and are placed on the 39-month re-employment list shall continue to receive insurance coverage for sixty (60) days.

25.1.3 Teachers on District approved unpaid leaves of absence or retiring from service may apply for health insurance coverage for the period of the leaves or retirement. The cost of said coverage is to be borne solely by the individual teacher applying for the benefit. The District assumes no responsibility for the collection and payment of any insurance premium; the Association and employee, so covered, agree to hold the District harmless from liability associated with extended coverage.

25.1.4 Premium costs above the dollar amount specified in Appendix I are the responsibility of the employee.

25.2 Dental Insurance

25.2.1 The District shall pay the full cost of dental for a full time unit member.

25.3 Vision Insurance

25.3.1 The District shall pay the full cost of vision for full time unit members.

25.4 The District may change carriers on any benefit in this Article provided such change is by mutual agreement with a designated teacher representative and it does not reduce the actual level of benefits to the teachers.

25.5 Domestic Partner Coverage

Unit members' domestic partners and their dependents shall be eligible for medical benefits on the same terms as unit members' spouses and their dependents. Domestic partners of retirees are not covered unless the domestic partnership commenced prior to the retirement. The domestic partner benefit shall be available only to the extent that District medical plan providers agree to make it available. The District shall not be responsible to obtain additional medical insurance carriers solely for the purposes of offering domestic partner benefits. However, if a medical provider chooses not to offer domestic partner coverage or cancels such coverage the District will work cooperatively with the Association to obtain a substitute provider who will offer the coverage. The provision of benefits to the domestic partners shall be on the following terms and conditions:

- 25.5.1 Definition: A domestic partnership shall exist between two persons regardless of their gender and each of them shall be the domestic partner of the other if both complete, sign and have notarized the Twin Hills District Domestic Partner Affidavit (see Appendix J).
- 25.5.2 Criteria: A domestic partnership exists when all of the following occur:
- 25.5.2.1 Both persons have a common residence.
 - 25.5.2.2 Both persons share the common necessities of life and agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
 - 25.5.2.3 Neither person is married nor a member of another domestic partnership.
 - 25.5.2.4 The two (2) persons are not related by blood in a way that would prevent them from being married to each other in this State.
 - 25.5.2.5 Both persons are at least eighteen (18) years of age and are mentally competent to consent to contract.
 - 25.5.2.6 It has been at least twelve (12) months since either of the two parties has filed a statement of termination of a previous Domestic Partnership Affidavit (Appendix K) with the Twin Hills School District.
 - 25.5.2.7 The two (2) parties agreed to notify the Twin Hills School District Office if there is a change in the circumstances attested to in the affidavit or if the domestic partnership is terminated.
- 25.5.3 A domestic partnership shall terminate when any of the following occurs:
- 25.5.3.1 One partner gives or sends to the other partner a notarized, written notice that he/she is terminating the partnership.
 - 25.5.3.2 One of the domestic partners dies.
 - 25.5.3.3 One of the domestic partners marries.
 - 25.5.3.4 The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health related requirements shall not constitute the cessation of a common residence.
- 25.5.4 Termination: Upon termination of the domestic partnership, the employee shall notify the District by filing a Certification of Termination of Eligibility. The Certification shall include a statement whereby the employee shall certify under penalty of perjury that he or she notified his or her former partner of the termination and the benefits shall cease as of

the date of the month following the receipt of the Certification of Termination of Eligibility (see Appendix K).

The Certification must be filed within thirty (30) days of the end of the domestic partnership. If the District suffers any loss as a result of the employee's failure to file the Certification, the employee shall be liable to the District for actual loss engendered by the failure to receive notice that the domestic partnership has been terminated.

25.5.5 Application and Terms: In order to receive any benefit provided for by this Section, an employee and his or her domestic partner shall complete, have notarized, and file with the District, a Twin Hills School District Domestic Partner Affidavit (see Appendix J).

The form shall also include a signed statement indicating that the employee agrees that he/she is required to reimburse the District for any expenditures made by the District for any administrative charges and other costs on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

Employer-paid health care coverage for the domestic partner and dependents is considered taxable income to the employee unless the domestic partner is a dependent as that term is defined by Section 152(a) of the Internal Revenue Code. This benefit coverage is subject to federal income tax and must be reported as imputed income on the employee's Form W-2. The District must pay OASDI, Medicare, and any applicable taxes on these amounts and ensure adequate withholding.

The non-employee domestic partner does not have rights to continuing coverage under federal law through COBRA or under any State law.

The District shall be indemnified by the employee against any legal action pursued by another party under community property, contract, or family laws.

ARTICLE 26
TERM AND COMPLETION OF MEET AND NEGOTIATIONS

26.1 This agreement shall be effective as of July 1, 2022 and continue for a three (3) year period, to June 30, 2025.

26.2.1 Reopeners for 2023-24 shall be as follows:

Two (2) articles of each party's choice

26.2.2 Reopeners for 2024-25 shall be as follows:

Article 15 – Compensation

Article 25 – Employee Benefits

Two (2) articles of each party's choice

26.3 The District and the Association agree that they will support this Agreement for its term. The Association or its representatives will not appear before the Governing Board of the Twin Hills Union School District to seek change in any provisions of this Agreement during its term, except by mutual agreement of the District and the Association.

IN WITNESS WHEREOF, the Twin Hills Teachers Association has caused this Agreement to be signed by its President, and the Twin Hills Union School District Board of Trustees has caused this Agreement to be signed by its President.

ASSOCIATION:

TWIN HILLS TEACHERS ASSOCIATION

Date: _____

By: _____
President

DISTRICT:

TWIN HILLS UNION SCHOOL DISTRICT

Date: _____

By: _____
President of the Board

Intentionally left blank

**APPENDIX A (Article 4)
TWIN HILLS UNION SCHOOL DISTRICT
GRIEVANCE REPORT FORM**

GRIEVANCE REPORT

- School Distribution of Form
1. Principal
 2. Superintendent
 3. Association
 4. Grievant

Name of Grievant	Assignment	Date Filed
_____	_____	_____
_____	_____	_____
_____	_____	_____

A. Date Cause of Grievance Occurred

B. 1. Statement of Grievance

2. Relief Sought

Signature Date

C. Date of Level One Meeting

LEVEL II

A. Date Received by Superintendent

B. Date of Level Two Meeting

C. Disposition of Superintendent

Signature Date

D. Position of Grievant and/or Association

Signature

Date

LEVEL III

A. Date Submitted to Mediation Service _____

B. Disposition of Mediator Resolved
 Not Resolved

Date(s) of Mediation

LEVEL IV

A. Date Submitted to Arbitration

B. Disposition and Award of Arbitrator

Signature of Arbitrator

Date of Decision

APPENDIX B (Article 7)

TWIN HILLS UNION SCHOOL DISTRICT

PARENT COMPLAINT FORM*

Name _____

Address _____

Telephone _____

Date _____

Date complaint form received by

School Principal or District

Superintendent _____

My child is enrolled in the Twin Hills Union District Yes _____ No _____

Describe your complaint below (be specific, listing date of occurrence, persons involved, etc.):

I wish the District to respond: Yes _____ No _____

* The California Education Code requires each school district to provide a procedure for resolving parent complaints of District employees. A copy of the policy has been reproduced on the back of this form.

Community Relations
Complaints Concerning District Employees

AR 1312 .1

The Superintendent or designee shall determine whether a complaint should be considered a complaint against the district and/or an individual employee, and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures.

To promote prompt and fair resolution of the complaint, the following procedures shall govern the resolution of complaints against district employees:

1. Every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant should communicate directly to the employee in order to resolve concerns.
2. If a complainant is unable or unwilling to resolve the complaint directly with the employee, he/she may submit a written complaint to the building principal/director or, when appropriate, the superintendent.
3. When a written complaint is received, the employee shall be notified within five (5) working days of such complaint and shall have the right to respond in writing. Any written response by the employee shall be attached to the complaint.
4. A written complaint shall include:
 - a. The full name of each employee involved
 - b. A brief but specific summary of the complaint and the facts surrounding it
 - c. A specific description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter
5. Staff responsible for investigating complaints shall attempt to resolve the complaint to the satisfaction of the parties involved within 30 days.
6. Both the complainant and the employee against whom the complaint was made may appeal a decision by the principal or immediate supervisor to the Superintendent or designee, who shall attempt to resolve the complaint to the satisfaction of the person involved within 30 days. Parties should consider and accept the Superintendent or designee's decision as final. However, the complainant, the employee, or the Superintendent or designee may ask to address the Board regarding the complaint.
7. Before any Board consideration of a complaint, the Superintendent or designee shall submit to the Board a written report concerning the complaint, including but not limited to:
 - a. The full name of each employee involved
 - b. A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the parties as to the precise nature of the complaint and to allow the parties to prepare a response
 - c. A copy of the signed original complaint
 - d. A summary of the action taken by the Superintendent or designee, together with his/her specific finding that the problem has not been resolved and the reasons
8. The Board may uphold the Superintendent's decision without hearing the complaint.
9. All parties to a complaint may be asked to attend a Board meeting in order to clarify the issue and present all available evidence.
10. A closed session may be held to hear the complaint in accordance with law.
11. The decision of the Board shall be final.

Any complaint of child abuse or neglect alleged against a district employee shall be reported to the appropriate local agencies in accordance with law, Board policy and administrative regulation.

APPENDIX C (Articles 10 & 16)

TWIN HILLS UNION SCHOOL DISTRICT

APPLICATION FOR APPROVAL OF CREDIT AWARDS

APPROVAL OF CREDIT AWARDS IS MANDATORY FOR PLACEMENT ON THE SALARY SCHEDULE

District Office Date Received: _____ Received by: _____

Name (please print) _____

Date Submitted _____ School _____

Course Title _____

Course Description (attach printed description)

Number of Semester Units _____

College or Location _____

Mode (from below) _____

(Mode includes: County or District in-service, college credit, study tours or approved program development on behalf of the district)

Additional Comments _____

Site Administrator Recommendation:

Initial approval Granted _____ No approval Granted _____ Date reviewed _____

Comments _____

Site Administrator Signature: _____

Date: _____

Superintendent Review and Approval / Denial (circle one)

Superintendent Signature: _____

Date: _____

FINAL APPROVAL OF CREDIT AWARDS WILL DEPEND UPON:

1.0 Satisfactory completion of course as evidenced through transcripts or other Official documents presented to the Superintendent.

1.1 Official document received and approved. Sup't initials: _____

2.0 Board of Trustees and/or Superintendent approval. Date: _____

Salary Schedule Advancement

1. Salary Schedule Advancement shall be based on years of service (steps 1-4) and completion of qualified credit awards (I-V).
2. **District Approval** All qualifications for credit awards shall be approved by the superintendent prior to salary advancement on the pay schedule.
 - A. **Qualifying Modes of Credit Awards** Subject to final approval, of the District, the following areas of professional development constitute acceptable modes of qualification for credit awards: (15 hours equal 1 semester unit)
 - (1) County and district in-service courses;
 - (2) College credit;
 - (3) Study tours;
 - (4) Approved program development on behalf of the District
 - B. **Administration** The Site Administrator shall make initial approval of all individual modes (i.e., courses, credit, study tours, or program awards). Where course descriptions are not sufficient to approve credit awards, the site administrator or superintendent may request the teacher to present the proposed application of course, credit, study tour, or program on behalf of the District. In each case, the teacher seeking approval shall be required to demonstrate and present to the site administrator or superintendent the value of the course, credit, study tour, or program as applied to the classroom activities, curriculum, and course of study on behalf of the District. If no action is taken by the site administrator on a mode submitted to them within ten (10) working days, said mode shall be deemed approved.
 - C. **Entitlement** Advancement on the salary schedule as a result of obtainment of qualifying credit awards shall commence in the next succeeding school year following the completion of the in-service course, college course, study tour, or approved program developed on behalf of the District. Documents must be submitted to the district office by September 1.
3. Part-Time unit members, and those on shared contracts, shall accrue credit for salary advancement purposes when they have accumulated 75% of a school year.

The accumulation shall take place within consecutive years and the salary advancement will be effective at the beginning of the school year after which the 75% accumulation has been earned.

No time earned beyond the 75% accumulation may be carried forward.

APPENDIX D (Article 13)

TWIN HILLS UNION SCHOOL DISTRICT

CERTIFICATED PERFORMANCE EVALUATION – INITIAL PLANNING SHEET

NAME: _____ STATUS: Probationary (yr) _____
Permanent _____ Other _____

SCHOOL/DEPT _____ GRADE LEVEL OR SUBJECT _____

I have received a copy of the California Standards for the Teaching Profession (CSTP) and understand my final evaluation shall include a summative evaluation using Standard 3 and 2 additional standards of the six (6); one chosen by myself (evaluatee) and one chosen by my evaluator

Evaluatee's Selected Standard

Standard: _____

Evaluator's Selected Standard

Standard: _____

Signed _____
Evaluatee Date

Signed _____
Evaluator Date

FINAL SUMMATIVE EVALUATION – Article 13 – Appendix D

Evaluatee: _____

Evaluator: _____

Observation Date(s) _____

Observation forms are to be attached

STANDARD 1		MET/SATISFACTORY	NOT MET/UNSATISFACTORY
Engaging and supporting all students in learning.			
1.1	Connecting students' prior knowledge, life experience, and interests with learning goals.		
1.2	Using a variety of instructional strategies and resources to respond to students' diverse needs.		
1.3	Facilitating learning experiences that promote autonomy, interaction, and choice.		
1.4	Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.		
1.5	Promoting self-directed, reflective learning for all students.		
Comments:			

STANDARD 2		MET/SATISFACTORY	NOT MET/UNSATISFACTORY
Establishing and maintaining effective environments for student learning.			
2.1	Creating a physical environment that engages all students.		
2.2	Establishing a climate that promotes fairness and respect.		
2.3	Promoting social development and group responsibility.		
2.4	Establishing and maintaining standards for student behavior.		
2.5	Planning and implementing classroom procedures and routines that support student learning.		
2.6	Using instructional time effectively.		
Comments:			

STANDARD 3		MET/SATISFACTORY	NOT MET/UNSATISFACTORY
Understanding and organizing subject matter for student learning.			
3.1	Demonstrating knowledge of subject matter content student development and State Standards.		
3.2	Organizing curriculum to support student understanding of subject matter.		
3.2	Interrelating ideas and information within and across subject matter areas.		
3.4	Developing student understanding through instructional strategies that are appropriate to the subject matter.		
3.5	Using materials, resources, and technologies to make subject matter accessible to students.		
Comments:			

STANDARD 4		MET/SATISFACTORY	NOT MET/UNSATISFACTORY
Planning instruction and designing learning experiences for all students utilizing the State Standards.			
4.1	Drawing on and valuing students' backgrounds, interests, and developmental learning needs.		
4.2	Establishing and articulating goals for student learning.		
4.3	Developing and sequencing instructional activities and materials for student learning.		
4.4	Designing short-term and long-term plans to foster student learning.		
4.5	Modifying instructional plans to adjust for student needs.		
Comments:			

STANDARD 5		MET/SATISFACTORY	NOT MET/UNSATISFACTORY
Assessing student learning.			
5.1	Establishing and communicating learning goals for all students.		
5.2	Collecting and using multiple sources of information to assess student learning.		
5.3	Involving and guiding all students in assessing their own learning.		
5.4	Using the results of assessments to guide instruction.		
5.5	Communicating with students, families, and other audiences about student progress.		
Comments:			

STANDARD 6		MET/SATISFACTORY	NOT MET/UNSATISFACTORY
Developing as a professional educator.			
6.1	Reflecting on teaching practice and planning professional development.		
6.2	Establishing professional goals and pursuing opportunities to grow professionally.		
6.3	Working with communities to improve professional practice.		
6.4	Working with families to improve professional practice.		
6.5	Working with colleagues to improve professional practice.		
6.6	Balancing professional responsibilities and maintaining motivation.		
Comments:			

**TWIN HILLS UNION SCHOOL DISTRICT
CERTIFICATED OBSERVATION REPORT**

TEACHER _____ SCHOOL _____

PERMANENT _____ PROBATIONARY _____ TEMPORARY _____ SUBSTITUTE _____
OBSERVATION DATE _____ TIME _____

DATE OF POST-CONFERENCE _____

	<u>Met Standard</u>	<u>Did Not Meet Standard</u>	<u>Recommendations</u>
Standard 3	_____	_____	

CHECK TWO ADDITIONAL STANDARDS (CSTP) CHOSEN FOR EVALUATION PER INITIAL CONFERENCE

	<u>Met Standard</u>	<u>Did Not Meet Standard</u>	<u>Recommendations</u>
1 _____	_____	_____	
2 _____	_____	_____	
4 _____	_____	_____	
5 _____	_____	_____	
6 _____	_____	_____	

SIGNATURE EVALUATOR _____

TITLE _____

THIS REPORT HAS BEEN DISCUSSED WITH ME IN CONFERENCE WITH MY EVALUATOR
(The evaluatee may, within ten (10) working days, make a written response to the observation, and the same will be filed with the observation. A SIGNATURE ON THIS OBSERVATION DOES NOT NECESSARILY SIGNIFY AGREEMENT WITH THE OBSERVATION.)

SIGNATURE EVALUATEE _____

DATE _____

APPENDIX E (Article 15)

**TWIN HILLS UNION SCHOOL DISTRICT
SALARY AND COMPENSATION SCHEDULE 2022-23**

STEP	I A.B. & CREDENTIAL	II A.B. & 15 UNITS	III A.B. & 30 UNITS	IV A.B. & 45 UNITS	V M.A. OR 60 UNITS	STEP
1	54,653	55,411	56,171	56,927	57,683	1
2	55,411	56,171	56,927	57,683	59,114	2
3	56,171	56,927	57,683	59,114	61,365	3
4	56,927	57,683	59,114	61,365	63,619	4
5	57,683	59,114	61,365	63,619	65,872	5
6	59,114	61,365	63,619	65,872	68,127	6
7	61,365	63,619	65,872	68,127	70,380	7
8	63,619	65,872	68,127	70,380	72,636	8
9		68,127	70,380	72,636	74,889	9
10			72,636	74,889	77,141	10
11				77,141	79,392	11
12				79,392	81,647	12
13				81,647	83,905	13
14					86,155	14
15					88,409	15
16					89,166	16
17					89,923	17
18					90,684	18
19					91,439	19
20					92,198	20
21					92,955	21
22					93,606	22
23					94,472	23
24					95,230	24
25					95,989	25
26					96,745	26
27					97,504	27
28					100,535	28

Teacher work days for 1.0 FTE = 186 days.

District Superintendent has discretion on setting step. Column based on units.

Salary to be paid in ten (10) equal payments, September through June annually.

See Page 73 for the 2023-24 Salary Schedule

APPENDIX E-1 (Article 15)

**TWIN HILLS UNION SCHOOL DISTRICT
EXTRACURRICULAR POSITIONS – CERTIFICATED STAFF**

EXTRACURRICULAR POSITIONS-CERTIFICATED STAFF

HOURLY:

Academic Support Programs (Homework Club, Summer School, Renew Teacher, Monday Math, etc.). \$35.00 per hour

Note on above: If program attendance drops below an economically viable number, continuation of the program will be reconsidered.

Course Design for University of California A-G requirements, pre-approval of hours and assignment required \$35.00 per hour

BIT Member*: \$35.00 per hour or up to \$750.00 per person

Detention: \$35.00 per hour

Home/Hospital Teaching: \$35.00 per hour

STIPENDS:

SST Coordinator*: \$1,500.00 1 position per site

SST Member* \$750.00 3 positions per site
Orchard View School \$35.00 per hour, not to exceed \$750.00

Teacher in Charge* \$1,500.00 1 position per site

IEP Coordinator* \$1,500.00 per FTE as assigned by Supt.

ELAC Coordinator* \$750.00 2 positions per district

Coaching** (girls/boys basketball, co-ed football, girls volleyball)
\$1,500.00 per certificated coach not to exceed 12

*Indicates stipend is paid one time each year at the end of the school year. This includes stipends for BTSA.

**Indicates stipend is paid one time each year after sport has ended.

APPENDIX E-2 (Article 15)

TWIN HILLS UNION SCHOOL DISTRICT EXTRACURRICULAR ACTIVITIES

JOB DESCRIPTIONS

ACADEMIC SUPPORT PROGRAMS: Supervise academic support program as directed by site administrator.

BEHAVIOR INTERVENTION TEAM MEMBER: Create Behavior Intervention Team forms, provide behavioral intervention for students and teachers.

DETENTION: Monitor lunch period discipline program for 1/2 hour.

STUDENT STUDY TEAM COORDINATOR: Schedule and facilitate meetings, maintain and distribute records of meetings, meet with special ed team when necessary.

*Orchard View School SST hours are outside the required teacher workweek hours.

STUDENT STUDY TEAM MEMBER: Attend and participate in SST meetings.

*Orchard View School SST hours are outside the required teacher workweek hours.

TEACHER IN CHARGE: Accepts responsibilities as the administrative authority when the principal is not present on campus; when requested by principal, accepts responsibility for initial interfacing regarding questions or issues involving parents, teachers, and students; assists and is available for supervision support when necessary in the absence of classified staff; assists and is available for yard, bus, and traffic duty as needed; acts as administrative representative at board meetings, PTA, Ed Foundation and other meetings when the principal cannot be present; perform duties relating to IEP and SST including but not limited to: attending meetings, contacting parents, disciplining students, and creating reports (these duties are determined by mutual agreement between the principal and the teacher in charge); follow accepted principles, practices, rules, and regulations of the district; perform other related duties as assigned.

IEP COORDINATOR: Coordinate observation of potential students; schedule and attend transition, IEP and other special meetings; process out-of-district referrals; consult with referring staff; coordinate transitions; coordinate and facilitate IEP meetings; participate in compliance reviews; attends SST meetings for students as needed; performs other related duties as assigned.

ELAC COORDINATOR: Establish meeting dates for the academic year; assist the president of ELAC in the development of meeting agenda; attend ELAC meetings and functions and assist facilitation; inform parents of issues concerning developments in the district or state which concern their children; maintain list of ELAC members with contact information; maintain documentation of ELAC meetings.

APPENDIX F (Article 17)

TWIN HILLS UNION SCHOOL DISTRICT

Application for Assignment Form

Each year every certificated staff member must complete this form to determine his/her teaching assignment for the coming school year. This form will be available to all site administrators. Please turn the form into your site administrator by _____ . *

Employee Name: _____

Current Assignment: _____

- I prefer to keep the same assignment for the next school year.
- I would like to be considered for reassignment for the coming year. (Fill in all information below. Note: You will only be considered for those positions which you have stated an interest in on this form.) It is important to list any/all assignments you would be interested in, regardless of the existence of a vacancy/opening.
- I would like to be considered for a specific vacancy(ies). **(Be specific.)**

My experience (at grade level, subject matter, number of years taught, and any other pertinent information): *When listing experience, separate full from part-time and list total years/time of each.*

My California State Credentials include (be specific):

Personal and Professional reasons for requesting this change:

Number of years in this District expressed as full-time equivalency:

Please refer any questions regarding this form to your site administrator.

*Please retain a copy of this form for future reference.

APPENDIX G (Article 18)

TWIN HILLS UNION SCHOOL DISTRICT

**GUIDELINES FOR ELIGIBILITY DETERMINATION FOR REDUCED
WORKLOAD PROGRAM**

(KINDERGARTEN THROUGH GRADE 12)

As per Article 18 of the Certificated Contract, you are hereby informed of the following Workload Program provided under Education Code sections 44922 and 22713.

	<u>YES</u>	<u>NO</u>
1. Will the member have reached the age of 55 prior to participation in the Reduced Workload Program?	_____	_____
2. Has the member been employed in a full-time certificated position for at least 10 years?	_____	_____
3. Has the member been continuously employed in a full-time certificated position for the 5 consecutive school years immediately preceding entering the program?	_____	_____
4. Is the total amount of time in which the member reduces his/her workload not more than 10 school years?	_____	_____
5. Is the member's salary not more than that of a school principal?	_____	_____

If any of the above answers are no, the member cannot participate in the Reduced Workload Program.

APPENDIX H (Article 19)

TWIN HILLS UNION SCHOOL DISTRICT
CERTIFICATED RETIREMENT PROGRAM

Date: _____

To: Superintendent
Twin Hills Union School District
700 Watertrough Rd
Sebastopol, CA 95472

Please accept my retirement/resignation from the Twin Hills Union School District to be effective _____. I qualify to participate in the District's Certificated Retirement Program as outlined in Article 19 of the Collective Bargaining Contract (copy attached).

I understand the annual cash buy-out shall not exceed one third of the total dollar benefit. I select (please circle one): Direct Deposit OR Physical Check (see below and back for further details)

In the event of my death during the benefit period, I name _____ as my beneficiary. I understand my named beneficiary shall receive the remaining benefits following the annual one third buy-out plan.

Beneficiary contact information: Address: _____

Phone #: _____ Email address: _____

Sincerely, Print name: _____ Signature: _____

District Use Only

The above employee, _____, annual dollar benefit has been computed using the following calculations:

Highest unit member's step ____ in Column V

Salary based on step/column above = \$ _____ x _____ % (benefits to age schedule)
= Total Cash Buy-out \$ _____

Divided by one third = annual buy-out amount of \$ _____.

Accordingly the first annual buy-out will be on ____ / ____ / ____

The second annual buy-out will be on ____ / ____ / ____

The third and final buy-out will be on ____ / ____ / ____

Direct Deposit: As part of the CRSP (Certificated Retirement Support Program), THTA Article 19, you will receive three annual payments. You have the option of direct deposit for your three annual CRSP payments. The notice of deposit can go to (please circle one):

Personal email address: _____

OR

Mailed to mailing address: _____

APPENDIX H CRSP – side 2

If you change bank accounts, you will need to contact THUSD HR as soon as possible so we can end your current direct deposit and start a new one for your new account. This cannot be completed online to ensure security of your account information.

Physical Check: If you select a physical check, you will be contacted when it is in the district office and you can either pick it up or request that it be mailed to you. If you move during the three year payment plan, please notify THUSD HR of your new address.

Personal phone #: _____

Mailing address: _____

Employee Confirmation of Receipt of Retirement Benefits

I received \$ _____ on _____ as my first annual retirement benefit.

Signature: _____

I received \$ _____ on _____ as my second annual retirement benefit.

Signature: _____

I received \$ _____ on _____ as my third/final retirement benefit.

Signature: _____

APPENDIX I (Article 25)

**TWIN HILLS UNION SCHOOL DISTRICT
COST OF HEALTH BENEFITS 2021-22**

ALL PLANS INCLUDE CHIRO	Monthly Premium	District Pays Monthly	Employee Pays Monthly	Employee Pays Yearly
SISC Kaiser High Option				
\$10 Office Visit				
Rx \$10, \$0 Hospital Admit				
Employee Only	\$ 853.00	\$ 853.00	\$ 0	\$ 0
Employee + 1	\$1,800.00	\$ 853.00	\$ 947.00	\$11,364.00
Family	\$2,500.00	\$ 853.00	\$ 1,647.00	\$19,764.00
SISC Kaiser Mid Option				
\$20 Office Visit, \$500 Deductible – Dependent on type of service				
Rx \$10/\$30,\$500 +10%Hospital Copay after Deductible				
Employee Only	\$ 722.00	\$ 722.00	\$ 0	\$ 0
Employee + 1	\$1,524.00	\$ 853.00	\$ 671.00	\$ 8,052.00
Family	\$2,116.00	\$ 853.00	\$ 1,263.00	\$15,156.00
SISC Blue Shield of CA PPO 100% Option				
\$20 Office Visit Preferred Provider				
Rx \$7/\$25, 100% \$0 Hospital Admit				
Employee Only	\$ 832.00	\$ 832.00	\$ 0	\$ 0
Employee + 1	\$1,757.00	\$ 853.00	\$ 904.00	\$10,848.00
Family	\$2,442.00	\$ 853.00	\$ 1589.00	\$19,068.00
SISC Blue Shield of CA PPO 80% Option				
\$30 Office Visit Preferred Provider				
Rx \$9/\$35, 20% Hospital Copay				
Employee Only	\$ 673.00	\$ 673.00	\$ 0	\$ 0
Employee + 1	\$1,416.00	\$ 853.00	\$ 563.00	\$ 6,756.00
Family	\$1,966.00	\$ 853.00	\$1,113.00	\$13,356.00
VSP – 12/12/12				
Employee Only	\$ 10.10	\$ 10.10	\$ 0	\$ 0
Employee + 1	\$ 20.00	\$ 10.10	\$ 9.90	\$ 118.80
Family	\$ 28.28	\$ 10.10	\$ 18.18	\$ 218.16

RESIG Delta Dental – Composite rate of \$115.00 per month for entire family.
District pays 100% for 1.0 FTE – Prorated for part time FTE

NOTE: Out-of-pocket (Employee Pays Monthly) deductions are taken out on a **twelve month basis**, with the June, July and August deductions **taken out of the June check**.

District Contributions based on FTE. – THTA/District Agreement 6/24/2021
 Premiums in effect 10/1/2021-09/30/2022

APPENDIX I (Article 25)

**TWIN HILLS UNION SCHOOL DISTRICT
COST OF HEALTH BENEFITS 2022-23**

ALL PLANS INCLUDE CHIRO	Monthly Premium	District Pays Monthly	Employee Pays Monthly	Employee Pays Yearly
SISC Kaiser High Option				
\$10 Office Visit				
Rx \$10, \$0 Hospital Admit				
Employee Only	\$ 919.00	\$ 919.00	\$ 0.00	\$ 0.00
Employee + 1	\$1,939.00	\$ 1,100.00	\$ 839.00	\$ 10,068.00
Family	\$2,693.00	\$ 1,100.00	\$ 1,593.00	\$ 19,116.00
SISC Kaiser Mid Option				
\$20 Office Visit, \$500 Deductible – Dependent on type of service				
Rx \$10/\$30,\$500 +10%Hospital Copay after Deductible				
Employee Only	\$ 778.00	\$ 778.00	\$ 0.00	\$ 0.00
Employee + 1	\$1,641.00	\$ 1,100.00	\$ 541.00	\$ 6,492.00
Family	\$2,279.00	\$ 1,100.00	\$ 1,179.00	\$ 14,148.00
SISC Blue Shield of CA PPO 100% Option				
\$20 Office Visit Preferred Provider				
Rx \$7/\$25, 100% \$0 Hospital Admit				
Employee Only	\$ 900.00	\$ 900.00	\$ 0.00	\$ 0.00
Employee + 1	\$1,910.00	\$ 1,100.00	\$ 810.00	\$ 9,720.00
Family	\$2,660.00	\$ 1,100.00	\$ 1,560.00	\$ 18,720.00
SISC Blue Shield of CA PPO 80% Option				
\$30 Office Visit Preferred Provider				
Rx \$9/\$35, 20% Hospital Copay				
Employee Only	\$ 726.00	\$ 726.00	\$ 0.00	\$ 0.00
Employee + 1	\$1,535.00	\$ 1,100.00	\$ 435.00	\$ 5,220.00
Family	\$2,135.00	\$ 1,100.00	\$ 1,035.00	\$ 12,420.00
VSP – 12/12/12				
Employee Only	\$ 10.10	\$ 10.10	\$ 0	\$ 0
Employee + 1	\$ 20.00	\$ 10.10	\$ 9.90	\$ 118.80
Family	\$ 28.28	\$ 10.10	\$ 18.18	\$ 218.16

RESIG Delta Dental – Composite rate of \$115.00 per month for entire family.
District pays 100% for 1.0 FTE – Prorated for part time FTE

NOTE: Out-of-pocket (Employee Pays Monthly) deductions are taken out on a **twelve month basis**, with the June, July and August deductions **taken out of the June check**.

District Contributions based on FTE. –THTA/District Agreement 8/24/2022
 Premiums in effect 10/1/2022-09/30/2023

See Page 74 for the 2023-24 Cost of Health Benefits

APPENDIX J (Article 25)
TWIN HILLS SCHOOL DISTRICT
DOMESTIC PARTNER AFFIDAVIT

In order for a domestic partner to receive any benefit provided for in the Agreement between the Twin Hills School Teachers Association, the Twin Hills School District, the employee and his or her domestic partner shall complete, have notarized, and file with the District this Domestic Partner Affidavit. The Affidavit should be filed with the District Personnel Office. The employee should maintain a copy for his or her records.

This form could have legal implications under California law beyond receiving employee benefits. For example, the law permits unmarried cohabitating partners to privately contract regarding the financial obligations of their relationship. This form could be used as evidence of an agreement. You should consult an attorney if you have questions regarding the potential legal effects of signing this form.

PART 1 – To be completed by the Employee and Domestic Partner

This is to certify that I, _____, and my domestic partner,
(print employee's name and social security number)

_____, reside together at _____
(print domestic partner's name) (print complete address)

and share the common necessities of life.

We both certify that:

1. We agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
2. We are not married to anyone nor a member of another domestic partnership.
3. We are not related by blood in a way that would prevent us from being married to each other in this state.
4. We are both at least 18 years of age and are mentally competent to consent to contract.
5. It has been at least twelve (12) months since either of us has filed a Certification of Termination of a previous domestic partnership with the Twin Hills School District.
6. We agree to notify the Twin Hills School District if there is a change in the circumstances attested to in this Affidavit or if the domestic partnership is terminated.
7. We affirm under penalty of perjury that the assertions in this Affidavit are true to the best of our knowledge.

Signature of Employee

Signature of Domestic Partner

Dated: _____

Dated: _____

PART 2 – To be completed by the Employee

This is to certify the following:

1. I have read the section in the Twin Hills Teachers Association/Twin Hills School District collective bargaining agreement on domestic partnership and agree to all the terms.
2. I agree that I am required to reimburse the District for any expenditures made by the District for an administrative changes and other on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate or fraudulent.

Signature of Employee

Date

FOR DISTRICT USE ONLY:

Date Received _____

Personnel Administrator's Signature

APPENDIX K (Article 25)
TWIN HILLS SCHOOL DISTRICT

CERTIFICATION OF TERMINATION OF DOMESTIC PARTNERSHIP

I, _____, affirm under penalty that
(print employee's name and social security number)

my Domestic Partnership with _____ has been terminated and a
(print domestic partner's name)

statement of termination has been mailed to the aforementioned partner.

I understand that I may not file another Affidavit of Domestic Partnership until the Certification of Termination of this Domestic Partnership has been on file with the Twin Hills School District for twelve (12) months.

Signature of Employee

Date

NOTE: If your domestic partner or dependents of your domestic partner were enrolled for medical coverage, you must complete medical change of status forms to delete ineligible dependent. Contact the Personnel Office for the necessary forms.

FOR DISTRICT USE ONLY:

Date Received _____

Personnel Administrator's Signature

APPENDIX L (Article 16)

TWIN HILLS UNION SCHOOL DISTRICT

REQUEST FORM FOR TRAINING AND CONFERENCES PER ARTICLE 16

NAME _____ DATE _____

ASSIGNMENT _____ SCHOOL _____

TITLE OF TRAINING OR CONFERENCE YOU ARE REQUESTING TO ATTEND:

CHECK ONE:

_____ THE TRAINING/CONFERENCE TAKES PLACE DURING CONTRACT HOURS

_____ THE TRAINING TAKES PLACE OUTSIDE OF CONTRACT HOURS

LENGTH OF TRAINING/CONFERENCE (IN HOURS) _____

DATE(S) OF TRAINING/CONFERENCE: _____

COST OF TRAINING/CONFERENCE: \$ _____ (TOTAL FOR ALL DAYS)

ATTACH COPY OF DOCUMENTATION FOR TRAINING/CONFERENCE (IE FLYER)

EXPLAIN HOW THIS TRAINING OR CONFERENCE WILL REFLECT THE GOALS OF THE SCHOOL SITE PLAN AND DISTRICT PROGRAMS, AND HOW IT WILL BENEFIT YOUR CLASSROOM TEACHING (CONTINUE ON BACK IF NEEDED)

If you prefer units (credit awards) which may result in salary column movement, check the line below and submit Apx C:

_____ I prefer units rather than pay, Appendix C will be completed and submitted.

PRINCIPAL OR IMMEDIATE SUPERVISOR APPROVAL:

DATE: _____

SUPERINTENDENT APPROVAL:

DATE: _____

Compensation is limited to current school year, compensation must be paid in the same school year training was completed.

APPENDIX M (Article 9)

**RESOLUTION #2021-535
BEFORE THE BOARD OF TRUSTEES OF THE
TWIN HILLS UNION SCHOOL DISTRICT**

**RESOLUTION TO ESTABLISH
CAPACITY FOR OUT-OF-DISTRICT STUDENTS**

The Superintendent shall by May 15th of each year, estimate how much excess capacity may exist to accept out-of-district students for the following school year. The estimate of excess capacity shall be made for each school and grade level and shall take into consideration the following capacity limitations:

Apple Blossom School (K-5)

- General Education Capacity:
 - Kindergarten – 3rd Grade: 22 students per 1.0 FTE (20 spaces + 2 spaces reserved for district resident students)
 - 4th Grade – 5th Grade: 28 students per 1.0 FTE (26 spaces + 2 spaces reserved for district resident students)
- Special Education Capacity: 22 students per 1.0 FTE (17 spaces + 5 spaces reserved for Other district students (2) and resident students (3))

Orchard View (Charter, Independent Study K-12)

- General Education Capacity: 25 students per 1.0 FTE
- Special Education Capacity: 22 students per 1.0 FTE (17 spaces + 5 spaces reserved for Other district students (2) and resident students (3))
- While Orchard View School has no assigned FTE Specialist, its students will be considered “Other district students” and use the 2 spaces set aside for each district special Ed. 1.0 FTE

Sun Ridge School (Charter K-8)

- General Education Capacity:
 - Kindergarten – 8th Grade: 28 students per 1.0 FTE
- Special Education Capacity: 22 students per 1.0 FTE employee caseload FTE (17 spaces + 5 spaces reserved for Other district students (2) and resident students (3))

Twin Hill Middle School (Charter 6-8)

- General Education Capacity: 28 students per 1.0 FTE (26 spaces + 2 spaces reserved for district resident students)
- Special Education Capacity: 22 students per 1.0 FTE employee caseload FTE (17 spaces + 5 spaces reserved for Other district students (2) and resident students (3))

(PAGE 1 OF 2)

CAPACITY FOR OUT-OF-DISTRICT STUDENTS – CONTINUED (PAGE 2 OF 2)

District-wide Programs/Services

- Speech and Language Therapist Capacity: 55 students per 1.0 FTE (53 spaces + 2 spaces reserved for district resident students)

The capacity limitations shall comply with the District’s applicable Collective Bargaining Agreement and all state and federal laws.

All capacity numbers shall be prorated for positions less than 1.0 FTE.

When the projected enrollment of a school reaches the school's published capacity, the school will be declared "closed" to out-of-district students.

Special education capacity is set at a level that will allow for the provision of services for students formerly identified as eligible for services with an IEP. School sites will determine the structure of caseloads and service delivery according to student needs.

Special education services may be provided within the general education setting as well as in a separate classroom as specified in the IEP.

The foregoing **RESOLUTION** was duly passed and adopted at a regular meeting of the Board of Trustees of the **TWIN HILLS UNION SCHOOL DISTRICT** on the 24th day of June, 2021, on a motion by trustee _____, seconded by trustee _____ by the following vote:

<u>AYES:</u> _____	<u>Board Members</u>	<u>Vote</u>
	Terry Beck	_____
<u>NOES:</u> _____	Melissa Bechtel	_____
	Mike Fanning	_____
<u>ABSENT/</u>	John Moise	_____
<u>ABSTAIN:</u> _____	Michael Ost	_____

Dated this 24th day of June, 2021

Clerk/President of the Governing Board

2023-24
APPENDIX E (Article 15)

TWIN HILLS UNION SCHOOL DISTRICT
SALARY AND COMPENSATION SCHEDULE 2023-24

STEP	I A.B. & CREDENTIAL	II A.B. & 15 UNITS	III A.B. & 30 UNITS	IV A.B. & 45 UNITS	V M.A. OR 60 UNITS	STEP
1	59,145	59,966	60,788	61,606	62,425	1
2	59,966	60,788	61,606	62,425	63,973	2
3	60,788	61,606	62,425	63,973	66,409	3
4	61,606	62,425	63,973	66,409	68,848	4
5	62,425	63,973	66,409	68,848	71,287	5
6	63,973	66,409	68,848	71,287	73,727	6
7	66,409	68,848	71,287	73,727	76,165	7
8	68,848	71,287	73,727	76,165	78,607	8
9		73,727	76,165	78,607	81,045	9
10			78,607	81,045	83,482	10
11				83,482	85,918	11
12				85,918	88,358	12
13				88,358	90,802	13
14					93,237	14
15					95,676	15
16					96,495	16
17					97,315	17
18					98,138	18
19					98,955	19
20					99,777	20
21					100,596	21
22					103,058	22
23					105,519	23
24					108,799	24

Teacher work days for 1.0 FTE = 186 days.

District Superintendent has discretion on setting step. Column based on units.

Salary to be paid in eleven (11) equal payments, August through June annually.

2023-24
APPENDIX I (Article 25)

TWIN HILLS UNION SCHOOL DISTRICT
COST OF HEALTH BENEFITS 2023-24

ALL PLANS INCLUDE CHIRO	Monthly Premium	District Pays Monthly	Employee Pays Monthly	Employee Pays Yearly
SISC Kaiser High Option				
\$10 Office Visit				
Rx \$10, \$0 Hospital Admit				
Employee Only	\$ 998.00	\$ 998.00	\$ 0.00	\$ 0.00
Employee + 1	\$2,106.00	\$ 1,200.00	\$ 906.00	\$ 10,872.00
Family	\$2,925.00	\$ 1,200.00	\$ 1,725.00	\$ 20,700.00
SISC Kaiser Mid Option				
\$20 Office Visit, \$500 Deductible – Dependent on type of service				
Rx \$10/\$30,\$500 +10%Hospital Copay after Deductible				
Employee Only	\$ 845.00	\$ 845.00	\$ 0.00	\$ 0.00
Employee + 1	\$1,782.00	\$ 1,200.00	\$ 582.00	\$ 6,984.00
Family	\$2,475.00	\$ 1,200.00	\$ 1,275.00	\$ 15,300.00
SISC Blue Shield of CA PPO 100% Option				
\$20 Office Visit Preferred Provider				
Rx \$7/\$25, 100% \$0 Hospital Admit				
Employee Only	\$ 976.00	\$ 976.00	\$ 0.00	\$ 0.00
Employee + 1	\$2,072.00	\$ 1,200.00	\$ 872.00	\$ 10,464.00
Family	\$2,885.00	\$ 1,200.00	\$ 1,685.00	\$ 20,220.00
SISC Blue Shield of CA PPO 80% Option				
\$30 Office Visit Preferred Provider				
Rx \$9/\$35, 20% Hospital Copay				
Employee Only	\$ 788.00	\$ 788.00	\$ 0.00	\$ 0.00
Employee + 1	\$1,667.00	\$ 1,200.00	\$ 467.00	\$ 5,604.00
Family	\$2,318.00	\$ 1,200.00	\$ 1,118.00	\$ 13,416.00
VSP – 12/12/12				
Employee Only	\$ 10.10	\$ 10.10	\$ 0	\$ 0
Employee + 1	\$ 20.00	\$ 10.10	\$ 9.90	\$ 118.80
Family	\$ 28.28	\$ 10.10	\$ 18.18	\$ 218.16

RESIG Delta Dental – Composite rate of \$111.00 per month for entire family.
 District pays 100% for 1.0 FTE – Prorated for part time FTE

NOTE: Out-of-pocket (Employee Pays Monthly) deductions are taken out on a **twelve month basis**, with the June and July deductions **taken out of the June check**.

District Contributions based on FTE. –THTA/District Agreement 8/24/2022
 Premiums in effect 10/1/2023-09/30/2024

74 (added August 2023)