# CERTIFICATED EMPLOYEES' AGREEMENT

# JULY 1, 2025 – JUNE 30, 2028

**Lake Tahoe Unified School District**
**and**
**South Tahoe Educators' Association**

## TABLE OF CONTENTS


| Article | Title | Page # |
|---|---|---|
| | Agreement | 1 |
| I | Recognition | 2 |
| II | District Rights | 3 |
| III | Professional Dues or Fees and Payroll Deductions | 4 |
| IV | Negotiation Procedures | 5 |
| V | Association Rights | 6 |
| VI | Unit Member Rights | 10 |
| VII | Grievance Procedures | 11 |
| VIII | Unit Member Protection and Safety | 16 |
| IX | Unit Members' Personnel Files | 18 |
| X | Public Charges | 19 |
| XI | Unit Member Hours | 20 |
| XII | Calendar | 25 |
| XIII | Absences and Leaves | 27 |
| XIV | Transfers and Reassignment | 38 |
| XV | Unit Member Evaluation | 42 |
| XVI | Unit Member Responsibility for Supervision of Non-Teachers | 44 |
| XVII | Physical Examinations | 45 |
| XVIII | Certificated Hourly Rate | 46 |
| XIX | Early Retirement Incentive Program | 47 |
| XX | Class Size | 51 |
| XXI | Unit Member Travel | 53 |
| XXII | Miscellaneous Provisions | 54 |
| XXIII | Savings Provision | 55 |
| XXIV | T.I.P., Peer Support Coaching Program, and Other Mentor Support | 56 |
| XXV | Suspension | 61 |
| XXVI | Term of the Agreement | 65 |
| XXVII | Compensation and Benefits | 66 |
| XXVIII | Catastrophic Leave Bank | 67 |
| Appendix A | Certificated Salary Schedule 2025-2026 | i |
| Appendix B | Salary Schedule Classifications | ii |
| Appendix C | Salary Schedule - Conditions and Definitions | iii-iv |
| Appendix D | Salary Schedule - General Conditions | v-vi |
| Appendix E | Salary Schedule - Compensation for Additional Service | vii-viii |
| Appendix F | Salary Schedule - CTE 2025-2026 | ix-xi |
| MOU | Online Facilitator | xii |
| MOU | LCAP | xiii |
| MOU | Dual Enrollment | xiv-xviii |
| MOU | Flex Schedule | xviii-xix |
| MOU | Compensation and Benefits | xx |
| MOU | TOSA – Math | xxi |
| MOU | Hard to Fill Positions | xxii |

# AGREEMENT

This is an agreement made between the Lake Tahoe Unified School District (hereinafter referred to as “District”) and the South Tahoe Educators’ Association, (hereinafter referred to as “Association”), affiliated with the California Teachers’ Association and the National Education Association.

This agreement was ratified by the Association on October 24, 2025, and by the Board of Education of the District on September 25, 2025.

This Agreement has been modified through an on-going negotiations process and is current as of July 15, 2026.

## ARTICLE I

## RECOGNITION

The Lake Tahoe Unified School District Board of Education recognizes the Association as exclusive representative of the unit members in the following positions:

All permanent and probationary teachers;

All temporary teachers;

All school nurses;

All speech language pathologists;

All regular part-time teachers;

All full-time certificated librarians;

All full-time driver training teachers; and

All CTE instructors.

Exclusions: All other positions not designated, including, but not limited to, substitute unit members and positions designated as management, confidential, pupil personnel, and supervisory by the Board of Education.

## ARTICLE II

## DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.

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 specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement only in cases of emergency and only during the duration of declared emergencies, with the exception of Article VI, Grievance Procedure. At the conclusion of said emergency, all amendments, modifications, or rescissions will be null and void.

## ARTICLE III

## PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

This Article has been deleted as of February 14, 2019.

*Note: Deleting the Article does not eliminate the District's obligation to deduct and remit dues to the Association, per SB866.*

## ARTICLE IV

## NEGOTIATION PROCEDURES

A. The Association and the District shall present their initial proposals no later than the second regularly scheduled school board meeting in March. The parties shall begin to meet and negotiate in good faith by the fourth Tuesday in April. A timetable of subsequent negotiation sessions shall be mutually agreed upon.

B. Negotiations shall take place at mutually-agreeable times and places.

C. The Association shall designate no more than five (5) representatives who shall be released from duty when required to attend negotiations.

D. The Association shall, upon written request, be given access to all non-confidential, public records necessary for the Association to fulfill its role as the exclusive representative.

E. Not later than October 15, the District shall furnish, upon written request, the Association with the placement of certificated personnel on the respective salary schedules of October 1.

F. The parties shall make a good faith effort to agree mutually on other procedural matters at the first scheduled meeting.

G. Negotiations on the salary schedule and insurance benefits shall commence when the District is notified by the State Department of Education of the amount of State aid or no later than August 15.

## ARTICLE V

## ASSOCIATION RIGHTS

A. The Association shall have the right to use the District mail service and unit member mailboxes for communications to unit members without interference, censorship, or examination of such communications by the District. Such communications shall be used in a professional manner.

   All postings must contain the date of posting, or distribution, the author, identification of the organization, together with a designated authorization by the Association President. The Association shall be responsible for all postings.

   Mailboxes, electronic mailings, and bulletin boards shall be used in a professional manner subject to the District Internet Use Policy. Professional manner shall include the understanding that use of District communication options shall not be used for "illegal work stoppage and/or work action" or to slander any employee of the district and not to be used for other than Association business.

B. The Association shall have the right to use the District electronic mail service and unit member electronic mailboxes for communications to unit members without interference, censorship, or examination of such communications by the District. Such communications shall be used in a professional manner subject to the District Internet Use Policy.

   All postings must contain the date of posting, or distribution, the author, identification of the organization, together with a designated authorization by the Association President. The Association shall be responsible for all postings.

   Mailboxes, electronic mailings, and bulletin boards shall be used in a professional manner subject to the District Internet Use Policy. Professional manner shall include the understanding that use of District communication options shall not be used for "illegal work stoppage and/or work action" or to slander any employee of the district and not to be used for other than Association business.

C. 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 building in areas frequented by unit members. "illegal work stoppage(All postings for bulletin boards shall contain the date of posting or distribution and the identification of the organization, together with a designated authorization by the Association President. Such communication shall be used in a professional manner.

All postings must contain the date of posting, or distribution, the author, identification of the organization, together with a designated authorization by the Association President. The Association shall be responsible for all postings.

Mailboxes, electronic mailings, and bulletin boards shall be used in a professional manner subject to the District Internet Use Policy. Professional manner shall include the understanding that use of District communication options shall not be used for "illegal work stoppage and/or work action" or to slander any employee of the district and not to be used for other than Association business.

D. The Association shall have the right to use school facilities for meetings and other Association activities provided:
   1. The use does not interfere with the normal operations of the District.
   2. The use does not interfere with school program(s) and/or normal duties of unit members.
   3. The use does not cost the District.
   4. An authorized Association representative obtains advance permission from the Superintendent or designee regarding the specific time, place and type of activity.
   5. School facilities shall be used in a professional manner. Professional manner shall include the understanding that use of District communication options shall not be used for "illegal work stoppage or work action" or to slander any employee of the District and not to be used for other than Association business.

E. The Association shall have the right to use school equipment such as computers, studios, copy machines, and telephones, provided:
   1. The association furnishes materials and supplies.
   2. The use does not interfere with the normal operations or regular instructional program of the District.
   3. The Association is responsible for any damage or breakage to the equipment other than normal wear and tear.
   4. District equipment shall be used in a professional manner. Professional manner shall include the understanding that use of District communication options shall not be used for "illegal work stoppage or work action" or to slander any employee of the District and not to be used for other than Association business.

F. The District, upon request by the Association, agrees to furnish the Association, within five (5) days of the date of request, all available information concerning the financial resources and certificated, classified, and management staff of the District. Such information shall include, but is not limited to:

   annual financial reports and audits, budgets, interim reports, J-90s, assignments location of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of Board meetings and all attachments thereto at the time of distribution to the Board, census and membership data, names, addresses, and phone numbers of all unit members, salaries, benefits, and stipends paid thereto, educational background, longevity, and other employee information that may be used in representing unit members. In addition, the District, upon request, agrees to provide any other information the Association deems necessary to fulfill its role as exclusive representative. In addition, such information by request of the Association shall be supplied.

G. Bargaining Team members shall be provided release time for negotiations at no loss of salary and/or other benefits. (See Contract Article IV)

H. Grievants, witnesses, and Association representative shall be provided release time for grievance processing at no loss of salary and/or other benefits. (See Contract Article VII)

I. The President of the Association or designee, after conferring with the principal, shall be allowed a maximum of ten (10) days professional leave during the school year for Association business provided such leave does not exceed three (3) consecutive days in any thirty (30) day calendar period. Such leave may be taken by one (1) or more Association representatives designated by the Association President; however, the total number of days taken by the President and/or Association representatives shall not exceed ten (10) days collectively. The Superintendent must be notified at least two (2) days before such leave is taken when possible. STEA will reimburse the District for the cost of substitutes.

J. The District shall supply the Association with a list by September 15 and as requested during the school year, to include the following information in digital Excel format for all bargaining unit members:
   1. Name
   2. Home address
   3. Phone numbers – home and/or cellular and site extension list
   4. Personal (non-District) Email Addresses (if collected)
   5. School site
   6. Grade level/Assignment
   7. Date of hire
   8. Seniority date
   9. Full time equivalent (FTE) status
   10. Employment status (i.e., Probationary, Permanent, Temporary, etc.)
   11. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit “PIP” or College Internship, etc.)
   12. Indication of any Unit Member on Leave of Absence
   13. An indication of whether the District is deducting dues for membership

K. New Bargaining Unit Member Orientation

   The District shall inform new bargaining unit employees of their employment status, duties and responsibilities, and other employment-related matters.

   The District shall provide one (1) orientation day, during contractual work hours, for all newly hired bargaining unit members to take place before the two (2) non-instructional days, except when no new bargaining unit members are commencing employment at the start of a given year. Any bargaining unit member(s) hired after the start of the school year shall be provided an in-person orientation/onboarding meeting within twenty-one (21) calendar days from the date of hire.

1. Scheduling of Orientation

   The District shall provide written notice of the date, time, and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association President and Vice President no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s) or ten (10) days in advance of other orientation/onboarding meetings that may occur throughout that year. In the event the District is unable to comply with the stated advance notice, the District shall, at the request of the Association, reschedule the orientation/onboarding meeting and provide the advance notice. If, however, the District provides proof that there was an urgent need critical to the District's operations that was not reasonably foreseeable, the Association shall be provided as much notice as possible.

2. Association Orientation Time Provided

   The Association shall be provided no less than ninety (90) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. Such time will not be provided at the end of a meeting day unless the Association requests to be placed at the end of the agenda. District administration will excuse themselves during Association time.
   a. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to District audiovisual equipment for Association presentations.
   b. The Association shall have District-paid release time to attend and participate in new bargaining unit member orientations/onboarding meetings for up to two (2) bargaining unit members, selected by the Association, if any orientation/onboarding meeting is held during contractual work hours.

L. Notice of, and Opportunity to Oppose, third-Party Requests for Members' information

The District will notify the Association of any third-party requests for unit members' contact information or requests made under the California Public Records Act related to member discipline, evaluative, or other personnel-record information, within five(5) work days of receiving the request.

1. The Association shall be given five (5) work days to object to disclosure of the requested information and/or raise potential concerns before the District responds to the requester.
2. The Association shall be given five (5) days to notify individual unit members of the request and provide them the opportunity to object to disclosure of the requested information and/or raise potential concerns before the District responds to the requester.
3. In the event a unit member is aware of and authorizes the release of personal information eg. mortgage inquiries, such member should notify Human Resources to expedite the process.

## ARTICLE VI

## UNIT MEMBER RIGHTS

The District shall not discriminate against a Unit Member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, or membership or participation in the activities of the Association or the exercise of other rights afforded to them through Government Code Sections 3540 et. seq. and the interpretations thereof by the California Public Employment Relations Board or Courts.

For purposes of this Article, the word "discriminate" also subsumes the definitions and meanings of the words "retaliation" and "reprisal" in addition to its other ordinary meanings.

## ARTICLE VII

## GRIEVANCE PROCEDURES

The intent of this process is to resolve issues as fairly and as amicably as possible. Every effort should be made to deal with situations on site, in an informal manner first, moving into further steps only as necessary. It is intended that this process will prove to be cost-effective while being fair to all parties concerned.

A. DEFINITIONS

1. Grievance: A grievance is an allegation by the Association, or one or more Unit Members, that the District has taken an action or failed to take a required action, which misinterprets, misapplies, or violates a specific provision(s) of this Agreement.

   Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under Board policy. Other matters for which a specific method of review is provided by law, such as OSHA, FEPC, EEC, HEW claims and dismissal procedures, by the rules and regulations of the Board of Education, or by the administrative regulations and procedures of this School District are not within the scope of this procedure.

2. Grievant: A grievant is any Unit Member of the District covered by the terms of this Agreement who files a grievance in accordance with the terms of this Agreement.

   The Association shall have the right to grieve Article V (Association Rights), whether reasonable release time for processing grievances has been provided, and District declared emergencies.

3. Party in Interest: A party in interest is an employee filing a grievance, or any employee against whom action might be taken in order to resolve the grievance, or the District.

4. Day: A day is any day on which the administrative offices of the Lake Tahoe Unified School District are open for business.

5. Superintendent: The Superintendent shall be the Superintendent or his/her designee.

6. Immediate Supervisor: The immediate supervisor is the site or department administrator having immediate jurisdiction over the grievant who has been designated to resolve grievances and grant the remedy sought.

7. District Level Administrator: Any administrator at the district level.

B. PROCEDURAL STEPS FOR THE RESOLUTION OF A GRIEVANCE

1. Step 1: Informal consultation with immediate supervisor.

   a. An attempt shall be made to resolve the grievance by an informal conference between the Unit Member, if the Unit Member desires to be present, and an Association

representative, if the Unit Member so desires such representation, and the immediate supervisor and his/her representative, should he/she desire one.

2. Step 2: Immediate Supervisor/District Level Administrator

   a. The Association, acting on behalf of the Unit Member, or the individual grievant, shall file the grievance in writing with the immediate supervisor not later than twenty (20) days after the Unit Member knew, or could reasonably have been expected to know, of the action or inaction that constituted the basis of the grievance.

   b. If a grievance arises from action or inaction of the District at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to the District Level Administrator involved in the action.

   c. This statement shall be a clear, concise statement of the grievance and the circumstance on which the grievance is based, including:
      (1) The specific grounds of the grievance, including names, dates, persons, and places necessary for a complete understanding of the grievance;
      (2) A listing of the specific provisions of this Agreement allegedly violated or misapplied;
      (3) The reasons why the solutions proposed in the informal conference are not acceptable, and;
      (4) The specific actions requested to remedy the grievance.

   d. A meeting among the Unit Member (if the Unit Member desires to be present), an Association representative, the Unit Member's immediate supervisor/District Level Administrator (and a representative should he/she wish one) shall be scheduled to discuss the grievance with the objective of resolving it. Such meeting shall be held not later than five (5) days after Step 2 was initiated.

   e. Not later than five (5) days after the conclusion of the Step 2 meeting, the immediate supervisor/District Level Administrator, shall provide the Unit Member and the Association with a written response.

   f. If the grievance is not resolved to the satisfaction of the grievant at Step 2, the grievant may file at Step 3 with the Superintendent not later than five (5) days after the receipt of the written response or fifteen (15) days after the filing at Step 2.

3. Step 3: Superintendent

   a. The Superintendent or his/her designee shall meet with the grievant and/or designated Association representative within five (5) days of receipt of the grievance and shall provide a written response to the grievance, including the reasons therefore, to all parties of interest within five (5) days of such meeting, unless the Superintendent was involved in Step 2.

   b. If a grievance is not resolved to the satisfaction of the grievant at Step 3, the grievant may file at Step 4 with the Superintendent not later than five (5) days of receipt of the written response or twenty-five (25) days after the filing of the grievance.

4. Step 4: Grievance Resolution Committee

    a. Within ten (10) days after receipt of the Superintendent's written response, the Superintendent shall convene a meeting of the Grievance Resolution Committee. This committee shall comprise no more than three (3) representatives from the Association and three (3) from the District.

    b. A mutually agreed upon facilitator shall be appointed to the Grievance Resolution Committee, with the intent of assisting the Committee to reach consensus on a solution for resolving the grievance. Meetings of the Grievance Resolution Committee are to be conducted with the purpose of exploring the parties' mutual and varied interests, creating options for resolution, and selecting the options that best meet the interests of the parties in resolving the grievance. It is not the function of the Committee to determine rights or assess violations of the contract.

    c. The parties to the grievance may attend all or part of the Committee meetings as observers. At the solution stage, both parties will be available for input.

    d. The decision of the Committee shall be reached by consensus. If consensus is reached, such resolution shall be reduced to writing at the time of the meeting and will include any needed time lines. The agreement will be signed by the Committee members and shall constitute the Step 4 response to the grievance.

    e. If the committee does not reach consensus, or it is not agreeable to the grievant, the facilitator, if he/she deems necessary, has five (5) days in which to reconvene the Committee, one time, to attempt to achieve consensus of the Committee.

5. Step 5: Binding Arbitration

    a. If Step 4 is not successful, the grievant may, within five (5) working days, submit a request in writing to the President of the Association for binding arbitration of the dispute, with a copy forwarded to the Superintendent.

    b. The Association Executive Board will decide within ten (10) working days whether the matter will be sent to Binding Arbitration. The President of the Association will notify the Superintendent, in writing, of the decision.

    c. Association and District shall attempt to agree upon an arbitrator. If no agreement can be reached within ten (10) days, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by law. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

    d. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him. If the parties cannot agree upon a submission

agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

e. The arbitrator will have no power to add to, subtract from, or modify the terms of this agreement or the written policies, rules, regulations, and procedures of the District.

f. After a hearing and after both parties have had an opportunity to make written argument, the arbitrator shall submit in writing, to all parties, his findings and recommendations, including a remedy.

C. GENERAL PROVISIONS

1. In all cases where an outside Mediator and/or Arbitrator is used, preference will be given to those versed in interest based bargaining, grievance mediation and public school labor/personnel matters.

2. With mutual agreement, the arbitration may be held under the expedited Rules of the American Arbitration Association. Notice of such option shall accompany the Demand for Arbitration.

3. Time limits indicated at each level of the grievance procedures set forth in the Article shall be construed as maximum and an attempt shall be made to expedite the process.

4. Extensions of the aforesaid time limits may be requested in writing by either party. Such requests shall state the extension period requested. Unless an extension is mutually agreed upon between the District and the Association, the time limits set forth herein shall be applicable.

5. Grievances may be consolidated for purposes of arbitration by mutual agreement of the District and the Association.

6. If a grievance affects a group or class of Unit Members and the facts with respect to all grievants are substantially the same and the issue(s) raised by the grievance are the same as to all Unit Members involved, the Association may initiate and submit such grievance directly to the Superintendent. The processing of such grievance shall commence at Step 3.

7. In matters dealing with alleged violations of Association rights, the grievance may be initiated at Step 3.

8. A Unit Member may be represented at all stages of the grievance procedure, by himself, or, at the Unit Member's option, by a representative of the Association. If a Unit Member is not represented by the Association or its representative, the Association shall have the right to state its views at all stages of the procedure. Likewise, District personnel may have a representative present at all stages of the grievance procedure.

9. A. In the event a Unit Member exercises the right to individually process a grievance without assistance from the Association, the District shall provide the Association:

1. A written copy of the grievance;

2. An opportunity to be present at any meeting with the grievant;

3. Reasonable time to assert the Association's position in regard to the matter;

4. A written copy of any proposed resolution of the grievance;

5. An opportunity to file a response before a resolution becomes final.

B. Only the Association, and not an individual Unit Member, may move a grievance to Step 5 of this procedure.

10. The District agrees that Unit Members shall not suffer loss of compensation for time spent at a formal grievance hearing.

11. In processing grievances, the parties will make a good faith effort to avoid interruption of classroom activities and District operations and any unnecessary involvement of students as witnesses in all phases of the grievance procedure.

12. The Association will notify the District of those individuals authorized to investigate and process grievances on behalf of the Association.

13. The District shall cooperate with the Association in the investigation of any grievance and shall provide the Association with such available information as is requested as necessary to effectively process a grievance and to discharge the Association's duty of fair representation.

14. No reprisals of any kind shall be taken against any Unit Member because of participation in the grievance procedure in accordance with the terms of this Agreement.

15. A. All records dealing with the processing of grievances shall be filed separately from the personnel files of the Unit Members.

    B. These records cannot be transmitted to any other school district or agency without the mutual consent of the grievant and the District.

16. Forms for filing grievances shall be prepared by the District and given appropriate distribution so as to facilitate operation of the grievance procedure.

17. While the proceedings are pending, and until a final determination of the grievance has been made, all proceedings shall be private and confidential, subject only to mutual agreement for release of any information. This does not preclude the right of the grievant or District to private, personal consultation on the matter.

18. The filing or pendency of a grievance shall not impede, delay, or interfere with the right of the District to take actions complained of.

## ARTICLE VIII

## UNIT MEMBER PROTECTION AND SAFETY

The District shall conform to and comply with all health, safety, and sanitation requirements imposed by State or Federal law or regulations adopted under State or Federal law.

A unit member may use reasonable force as is necessary to protect himself or herself from physical attack, to protect the person or property of another, to quell a disturbance threatening physical injury to others or to obtain possession of a weapon or other dangerous object upon the person or within the control of a pupil, provided that in no event shall such force exceed the amount of physical control reasonably necessary to maintain order, protect property or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor who shall investigate and take appropriate action.

Any corrective disciplinary measures taken by unit members to protect their safety shall be in accordance with the procedures outlined in existing Board policies.

When, in the judgment of a unit member for safety reasons, a student requires the attention of a principal, assistant principal, a counselor, or other District specialist, the unit member shall so inform and discuss the concern with the principal. Upon notification and after discussing the matter with the principal, a unit member may arrange for a conference with an appropriate District specialist to discuss the problem and to recommend appropriate steps for the resolution.

The District may repair or replace personal property of a unit member such as eyeglasses, hearing aids, technology devices, dentures, watches, articles of clothing necessarily worn or carried by the unit member, or vehicles when such property is damaged while in the line of duty without the fault or negligence of the unit member.

The District may pay either the repair cost or the actual value of the item at the time the damage occurred or whichever is the lesser. Replacing or repairing of such items will be limited to damages of values exceeding ten dollars ($10.00), but not in excess of three hundred dollars ($300.00). Collision, theft of a vehicle or contents, and damage of a vehicle resulting from actual theft are specifically excluded from this coverage.

When a unit member uses personal property in the educational program of the District and said property is damaged or lost as a result of arson, burglary or vandalism, the District shall reimburse the unit member for not more than three hundred dollars ($300.00) or less than ten dollars ($10.00) so long as written approval for the use of the specific personal property was given by the District prior to the property being brought on campus and the value of the property was agreed to at the time.

Prior approval shall be obtained from the school administrator or the person appointed by him for this purpose for the use of personal vehicles in the line of duty. Such approval shall contain

all information identifying the vehicle to be used, insurance coverage to include limits of coverage, the insurance carrier and the condition of the vehicle.

In the event a payment is made under this policy, the District will, to the extent of such payments, be subrogated to any right of the unit member to recover compensation for such damaged property. The District will be entitled to enforce its subrogation right in any court of competent jurisdiction.

A district wide committee of Management, STEA members and CSEA members shall be established to review and monitor safety procedures and issues, recommending changes as necessary. An STEA representative from each school site shall be a member of the district wide safety committee. In addition, there shall be a safety committee established at each school site consisting of representatives of the administration, STEA members and CSEA members.

Law enforcement and/or fire department staff shall conduct the bomb searches. No unit member shall search for or handle explosive or incendiary devices.

## ARTICLE IX

## UNIT MEMBERS' PERSONNEL FILES

A. The official District Office personnel file of each unit member shall include, but not be limited to, the following items of information: required medical information; all unit member formal evaluation reports; copies of annual contracts; unit member certificates; a transcript of academic records; correspondence of a complimentary and derogatory nature; and tenure recommendation. All material placed in files shall be dated and signed by an appropriate administrator.

B. Subject to paragraph A., above, a unit member shall have the right, upon request, to review the contents of his/her official District Office personnel file within two (2) working days of said request, provided there are no more than three (3) requests made in such two-day period, and to receive copies of said documents contained therein at the unit member's expense. LTUSD HR personnel will call/email unit member as to verification of receiving request and to schedule appointment to view file.

   Any review of a unit member's personnel file must be made at a time when the unit member is not actually required to render services to the District.

C. Information of a derogatory nature shall not be entered or filed in the official District Office personnel file, unless and until the unit member is given notice and a reasonable opportunity to review or comment thereon. The unit member shall have the right to enter and have attached to such derogatory statement his/her own comment thereon. Such review shall take place during normal business hours at a reasonable time.

## ARTICLE X

## PUBLIC CHARGES

A. Complaints concerning school personnel shall not be addressed in an open-session Board meeting unless the school employee requests in writing that the matter be in open session. Any citizen who begins to issue a complaint in open session shall be interrupted and directed to meet with the Superintendent regarding the matter.

B. A complaint should not be brought to the Board nor addressed by the Board until the administration has had an opportunity to consider the matter.

C. For the purposes of Board investigation of a public charge, such charge must first be reduced to writing, clearly specifying the events and dates surrounding the charge and signed by the complainant.

## ARTICLE XI

## UNIT MEMBER HOURS

A. All unit members shall serve one hundred and eighty-three (183) duty days.

| | |
|---|---|
| 180 | instructional days |
| 2 | non-instructional days |
| 1 | staff development day |
| 183 | |

Unit members new to the district shall serve one hundred and eighty-four (184) duty days for their first year only.

| | |
|---|---|
| 180 | instructional days |
| 2 | non-instructional days |
| 1 | staff development day |
| 1 | orientation day |
| 184 | |

The two non-instructional days may include a maximum of 3.5 hours for required staff and/or district meetings. The remaining time is reserved for teacher preparation.

B. 1. In order to compensate unit members for staff development days specified above, each step on the salary schedule shall be increased according to the following formula: The salary reflected on each step shall be divided by 183 working days to determine the daily rate. Each step shall then be increased by an amount equal to the daily rate.

2. All unit members, including part-time unit members, are required to attend one full day of staff development, comparable in length to the regular work day, unless they have an unforeseen emergency. Staff Development Day will be held on the last Friday of October or the first Friday of November each year. Part-time unit members will attend a full day and receive full-day pay for staff development attendance. No pay will be made for attendance for a portion of the staff development day. The content and schedule for the Professional Staff Development day shall align with the District's LCAP plan, goals, and unit member survey results. The District and STEA executive officers will meet by May 31 of each year to discuss the content and schedule. Topics for the staff development activities shall be generated by the District and STEA executive officers by the conclusion of the school year.

3. For those unit members who are unable to attend staff development activities due to unforeseen emergencies, make up days/opportunities will be provided. Make-up activities will be mutually agreed upon by the unit member and his/her immediate supervisor. All make-up activities will be completed annually by May 15.

C. A teacher's regular (on duty) school work day normally shall commence thirty (30) minutes before the regularly-scheduled time for the beginning of the school day, and normally end ten (10) minutes after the regularly-scheduled time for the end of the school day.

The length of the work day on non-instructional days shall be the same length of time as if the regular schools were in session. If the length of the student day is reduced, the result of which still meets the State requirement for an instructional day, the length of the work day shall be the same length of time as if the regular schools were in session; however, the Superintendent may declare the early release of unit members when he has deemed it appropriate.

D. The teacher work day/week shall include:

1. At least a thirty (30) minute duty-free lunch period at all levels each day.

2. At least the legally-required number of minutes of recess at the elementary schools.

3. Preparation Time

   a. Unit members teaching grades TK-5 shall receive an average of no fewer than 200 minutes of preparation time per week, or 400 minutes every 2 weeks, to be given during student contact hours, during regularly scheduled weeks. Class coverage during prep time shall include a combination of certificated and classified employees. The District shall not be required to make up time or additional compensation for preparation periods missed due to field trips.

   b. Preparation periods at the middle and high schools will be comparable to a regular teaching period.

   c. Preparation time shall be provided to full time employees on a regularly scheduled basis, except under emergency circumstances.

   d. This preparation time shall be used for professional, job-related work.

4. Participation in weekly early out professional development and collaboration.

   Collaboration shall include site, grade level, or department teams engaging in data analysis, curriculum alignment, instructional strategies, and/or site and district goals.

   a. Collaboration: Twelve early out days each school year, specific collaborative topics to be determined by administration with teacher input.

   Professional Development shall align with the District's LCAP plan, site plans, District goals, and unit member goals.

   b. Professional Development: Nine early out days each school year, topic determined by site or District (Note: Professional Development days will be adjusted based on the number of total early outs).

   c. Remaining early out days:

      1. Four days saved for teacher grading.

2. Six days reserved for district grade level or department planning determined by site principal in collaboration with teacher leaders.

3. Four days teacher discretion on professional activity.

d. Site administration, with input from district supervisor and teacher input, is to submit the collaboration schedule to all parties prior to the school year.

E. The District may establish teacher instructional time up to the following:

1. Grades TK-3
   a. Regular School Day = 315 minutes (134 days)
   b. Early Out Collaboration Day = 260 minutes (35 days)
   c. Minimum Day = 210 minutes (11 days)

2. Grades 4-5
   a. Regular School Day = 320 minutes (134 days)
   b. Early Out Collaboration Day = 260 minutes (35 days)
   c. Minimum Day = 210 minutes (11 days)
   Note: The additional 5 minutes will be captured with reduction of recess time.

3. Grades 6-8
   a. Regular School Day = 355 minutes (143 days)
   b. Early Out Collaboration Day = 280 minutes (35 days)
   c. Minimum Day = 240 minutes (2 days)

4. Grades 9-12
   a. Regular School Day = 375 minutes (137 days)
   b. Early Out Collaboration Day = 325 minutes (35 days)
   c. Minimum Day = 280 minutes (8 days)

Instructional time includes classroom time, passing and preparation period, and excludes recesses, breaks, and lunch.

F. All unit members assigned to non-classroom instructional duty for a majority of the day shall work the teacher's work day at the site to which they are assigned, with the exception of full-time driver training instructors who shall work a forty (40) hour week.

G. Unit members may be required to serve after completion of the regular (on duty) school day to participate in school-related activities, including: parent and student conferences, conferences with administrators and other unit members regarding students, District committees as assigned by the Superintendent or immediate supervisor, Open House, Back-to-School Night, faculty meetings, sponsorship and other meetings and functions designated by the Superintendent or his designee. Extra-duty assignments shall be assigned on a reasonable and equitable basis. These duties shall not be assigned arbitrarily, capriciously, or unfairly. Site meetings may be scheduled for no more than two hours per month outside of the regular work day.

H. The unit member shall remain at the school site during the school's scheduled lunch period, unless the unit member has notified the principal.

I. The Association and the District recognize the desirability of minimizing the number of different subject areas taught by the same unit member. Therefore, in making assignments, the District will consider the effect of the assignment on the number of subject areas taught by the unit member.

J. 1. Secondary: Whenever a secondary (6th-12th grade) unit member is required or volunteers to temporarily cover another unit member's class during their preparation period, that extra period will be compensated at the Certificated Hourly Rate.

2. Elementary: Whenever an elementary (TK-5th grade) unit member is required or volunteers to cover another unit member's students, they will be compensated at the Certificated Hourly Rate for the time they are supporting those extra students based on the following breakdown:

| | |
|---|---|
| 50% - 100% of all students from another class | 100% of Certificated Hourly Rate |
| 25% - 49% of all students from another class | 75% of Certificated Hourly Rate |
| 01% - 24% of all students from another class | 25% of Certificated Hourly Rate |

K. At the elementary level, a half-time assignment shall be an assignment: a) from thirty (30) minutes before the beginning of the school day to the unit member's lunch schedule; or b) thirty (30) minutes before the start of his/her assignment to ten (10) minutes after the end of the school day.

L. At the secondary level, a part-time unit member shall commence thirty (30) minutes prior to his/her first period assignment and end ten (10) minutes after his/her last period assignment.

M. Part-time unit members are responsible on a pro-rata basis for all adjunct assignments normally required of a full-time unit member.

N. Part-Time Unit Members

Part-time unit members will receive prorated preparation time; the addition of the pro-rata preparation time will be factored into the unit member's final FTE for salary and benefits purposes. Unit members working below 0.75 total FTE will receive prorated benefits. Unit members working at or above 0.75 total FTE will receive full benefits.

Certificated staff members working a part time assignment shall be eligible for membership in the Association.

1. Part-time status (base FTE) x full-time prep = pro-rated prep

2. Part-time status (base FTE) + prorated prep + # of full-time staff development days = total FTE used to calculate salary and benefits.

Hypothetical Example:

1. If part-time status (base FTE) is determined to be 0.5 FTE and full-time prep is determined to be 0.167 then the pro-rated prep is 0.5 of 0.167, which equals 0.0835.

2. The base FTE of 0.5 + prorated prep 0.0835 = 0.5835 FTE (school year).

3. 0.5835 FTE (school year) x 180 part-time duty days (school year) = 105.03 full duty days.

4. 105.03 full duty days + 3 full-time staff development days = 108.03 full duty days (including staff development days).

5. 108.03 full duty days (including staff development days)/183 possible full duty days = 0.5903 total FTE used to calculate salary and benefits.

O. Preparation Period Buyout

Unit members who elect to teach during their preparation period on a voluntary basis will be compensated on a pro-rata basis of their annual salary. (Example: Unit members teaching on a 4x4 block schedule receive an additional 33.33% of their salary for teaching during their prep. A unit member teaching on a 7-period schedule would receive an additional 16.67% of their salary for teaching during their prep.

## ARTICLE XII

## CALENDAR

Subject to the following provisions, the District shall have the right to adopt the calendar for the term of this agreement.

A. Two (2) teacher non-instructional work days will be scheduled into the calendar. One (1) additional orientation work day will be scheduled into the calendar for unit members new to the district, during their first year only.

B. The calendar will include three (3) additional days to accommodate cancellation of classes due to snow or other events. If not used, these embedded days will be deducted from the school year calendar.

C. Holidays:

1. Labor Day--one (1) day.
2. Veterans' Day--one (1) day.
3. Thanksgiving Break--five (5) consecutive weekdays.
4. Winter Break--ten (10) consecutive weekdays.
5. Martin Luther King, Jr., Day--one (1) day.
6. Lincoln's Birthday--one (1) day.
7. Washington's Birthday--one (1) day.
8. Spring Break--five (5) consecutive weekdays.
9. Memorial Day--one (1) day.
10. The District will request, and the Association will support, a waiver from the State Department of Education to observe Lincoln's Birthday and Washington's Birthday during the same week. In the event the waiver is not approved, the District shall reschedule Presidents' Holiday Break to be the remaining weekdays in the week in which Lincoln's Birthday or Washington's Birthday falls.
11. Juneteenth--one (1) day (if applicable).

D. Minimum day for students, early release day for teachers:

1. Open House--one (1) day (Elementary and STMS).
2. Back-to-School Night--one (1) day (Elementary and STMS).
3. Fall Welcome--one (1) day STHS.
4. Spring Welcome--one (1) day STHS.
5. Day before Thanksgiving Break--one (1) day.
6. Day before Winter Break--one (1) day.
7. Day before Spring Break--one (1) day.

E. Minimum day for students, full day for teachers:

1. High School midterms and finals--seven (7) days.
2. Last day of school--one (1) day.

F. Parent conference days will be minimum days for students and full days for teachers unless other arrangements are made with school site administrators.

G. The District may adopt other minimum days for students which are full days for teachers.

H. The District will strive to set the last day of school prior to the Juneteenth holiday.

## ARTICLE XIII

## ABSENCES AND LEAVES

A. SHORT-TERM LEAVES

1. GENERAL PROVISIONS

   a. A certificated unit member who has been an employee of another California school district for one (1) year or more immediately prior to his employment in the Lake Tahoe Unified School District may request credit for the accumulated sick leave to which such unit member is entitled under the Education Code.

   b. The term "immediate family" is defined as mother, mother-in-law, father, father-in-law, sister, brother, husband, wife, child, grandmother, son-in-law, daughter-in-law, grandfather, grandchild of unit member or spouse, step-parent, step-child, registered domestic partner (as defined by California Family Code Section 297), or any relative living in the employee's household. If there are no natural parents, the leave may be granted in the event of the death of a legal guardian or foster parent. Exceptions may be granted by the Superintendent.

2. ABSENCE FROM DUTIES

   a. Full-time unit members shall be entitled to ten (10) days' leave with full pay for each school year. Temporary and part-time unit members shall be entitled to sick leave with full pay on a pro-rata basis.

   b. After a unit member has exhausted all earned and accumulated sick leave, they may apply to the catastrophic sick leave bank, provided they are a member of the bank. Additionally, all unit members are eligible to use differential leave for a verified injury or illness per CA Education Code 44977. This differential leave is non-accumulated and is available for each injury or illness for a period not to exceed 100 working days, or five (5) school months. The use of differential leave, including any accumulated sick leave, and the five-month duration shall run consecutively. For leave purposes, the deduction from the unit member's salary shall be equal to the long-term substitute rate, unless that amount exceeds half of the unit member's daily rate. In such cases, only 50% of the unit member's daily rate shall be deducted.

   c. In case of official quarantine of the unit member's place of residence, the unit member shall be allowed full pay during the period of enforced quarantine, even though this is greater than the unit member's accumulated sick leave.

   d. If a unit member does not utilize the full amount of leave as authorized in "1" above in any school year, the amount not utilized shall be accumulated from year to year.

   e. Except in cases of extreme emergency, a unit member must inform the District as soon as the need to be absent is known. The district sub-management system is provided to facilitate notification. Unit members who must be absent on short notice are required to advise their supervisor to the best of their ability.

f. A unit member who is absent for one-half day or less shall have deducted one-half day from the accumulated leave. If the absence exceeds more than one-half day, a full day shall be deducted from accumulated leave.

g. By October 15 of each year, the District will provide each unit member with a record of his/her accumulated sick leave.

3. PERSONAL NECESSITY LEAVE

a. Members may use their annual leave days for the following:

1. Death or serious illness of a member of the unit member's immediate family. The unit member shall be entitled to a leave of absence without loss of salary due to the death of any member of his/her immediate family as defined in Article XIII-A-1-b.

2. An accident, which is unforeseen involving the unit member's person or property or the person or property of the unit member's immediate family.

3. Personal Necessity An employee may use, at his/her discretion, up to ten (10) days of personal necessity per year. The employee shall contact the district sub-management system in advance of using this type of leave (except in special circumstances).

4. Other cases approved by the superintendent.

b. Notice of leave under this policy shall follow Article XIII-A-2-e. Except in cases of extreme emergency, a unit member must inform the District as soon as the need to be absent is known. The district sub-management system is provided to facilitate notification. Unit members who must be absent on short notice are required to advise the District directly.

c. In the event the unit member has no accumulated sick leave, the Superintendent may grant the personal necessity request. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employed to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a substitute.

4. BEREAVEMENT LEAVE

Unit members shall be granted paid leave in the event of the death of a member of their immediate family. The leave shall be for a period of fifteen (15) days that may be divided into two (2) leaves, to be used within twelve (12) months. Bereavement leave may be extended for an additional six (6) months with verification of service(s) provided to Human Resources.

Unit members must contact their immediate supervisor if they need to take bereavement leave in advance of their first assignment of the first day of the leave in accordance with

the notice requirements established by their immediate supervisor.

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

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

5. LEAVE FOR PREGNANCY DISABILITY (PDL)

   a. When an employee is required to be absent from duty because of pregnancy, miscarriage, abortion, childbirth and recovery, the employee will be eligible to take Pregnancy Disability Leave (PDL). The length of the leave of absence shall be determined by the employee's physician. The employee must submit a notice to Human Resources which includes a statement from the employee's physician confirming the need for PDL as well as corresponding dates the employee is to be absent from duty.

   b. The employee must return to work on the date determined by their physician. An employee who wishes to remain absent from duties beyond the period of disability may request a Parental Bonding Leave per Section 6 below.

   c. Pregnancy disability absence shall be charged to personal necessity leave and/or differential leave in the same manner as other illness absences. If all annual and accumulated sick leave is exhausted, the employee is eligible for differential pay, as referenced in A.2.b. of this Article.

6. PARENTAL BONDING LEAVE

   a. Per the terms of CA Education Code 44977.5, during the first twelve (12) months of an employee's child's birth, adoption or placement for adoption or foster care, the employee may use their sick leave for purposes of parental bonding leave for a period of up to 12 workweeks. However, if a school year term ends before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year pursuant to 44977.5 Section 2 of the California Education Code.

   b. When an employee has exhausted all annual and accumulated sick leave and continues to be absent from his or her duties on account of parental bonding leave, the amount deducted from the salary due him or her for any of the remaining portion of the 12-workweek period in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to a substitute had he or she been employed. The compensation shall be no less than fifty percent (50%) of their regular salary for the remaining portion of the 12-workweek period of parental bonding leave after available and accrued sick leave is exhausted. The District shall comply with all components of California Education Code Section 44977.5.

c. An employee, upon return from parental bonding leave of absence, shall be reinstated to the position held when the leave began

7. LACTATION ACCOMMODATION

An employee shall notify the employee's supervisor or other appropriate personnel in advance of the intent to request an accommodation. The supervisor shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor shall address scheduling in order to ensure that the employee's essential job duties are covered during the break time.

The district shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid.

The employee shall be provided the use of a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area.

8. LEAVE WITHOUT PAY

After a unit member has exhausted all paid leaves and if additional days do not qualify for differential leave, all additional days will be leave without pay.

The amount deducted per day of leave without pay under this section shall be the annual salary divided by the number of working days in the school year, plus the number of institute and orientation days in the school term plus any other days when the unit member is required by the Governing Board to be present at the schools of the District. The District will pay up to one (1) calendar month's insurance benefits cost; if the leave exceeds one (1) month, the employee shall reimburse the District for the cost of the insurance benefits, if he or she wishes to maintain coverage.

9. VOLUNTARY ABSENCE

Requests to be excused from duty shall be submitted to the District Office at least three (3) days in advance.

a. Leave may be granted without loss of pay for attendance at distinctly professional meetings. Travel expenses may be allowed according to District regulations.

b. Leaves of absence to attend meetings or conventions of educational associations or societies, or to serve on committees or commissions of such organizations that serve to advance the welfare of all schools through the upgrading and strengthening of classroom teaching performance, may be granted upon request of the unit member and recommendation of the Superintendent, without loss of pay to the unit member and with or without travel expense to the District, according to Policy 4133.

c. Other requests for voluntary leave for reasons not specified in Board regulations may be granted upon terms satisfactory to the District and the unit member.

B. LONG-TERM LEAVES

1. GENERAL PROVISIONS

a. The leave benefits which are expressly provided by this section, Article XIII, are the sole leave benefits which are part of this collective agreement. Nothing stated above shall be construed to deprive any unit member of any leave benefits to which he/she is entitled under the Education Code or other State and Federal laws.

b. A unit member returning from any extended leave of absence, shall provide, by March 1, written notice to the District of return.

c. The District may require medical examinations by District-designated physicians at District expense.

d. A unit member who, barring an emergency situation, fails to return to work at the expiration of an approved leave shall be deemed to be absent without justification.

e. Except in cases of emergency, all leave requests for the following school year must be submitted in writing, including the reasons for the leave, by no later than March 1. The leave request must be submitted through the employee's supervisor to the Human Resources Department. When received at least one week in advance, the Human Resources Department will schedule the employee's request for consideration and action by the Board of Education at its next regularly scheduled meeting.

f. The Superintendent, upon consideration of the Principal's recommendation, will make a recommendation to the Board for approval or denial of a leave request.

g. A recommendation for an extension of the leave period may be considered by the Board of Education upon notification under the pre-existing timelines.

h. In the process of granting leaves, the following will be considered: number of leaves requested district wide, enrollment changes, and potential for finding a qualified replacement.

2. LEAVE WITHOUT PAY FOR CHILDBEARING PREPARATION AND CHILDREARING

a. Leave without pay or other benefits may be granted to a unit member for preparation of childbearing and for childrearing.

b. The unit member shall request such leave as soon as practicable, but under no circumstances less than twenty-one (21) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall state the dates the unit member wishes to begin and end the leave without pay.

c. The determination as to the date on which the leave shall begin and the duration of

such leave shall be made at the discretion of the District, taking into account the recommendation of the attending physician, the expressed wishes of the unit member, and the scheduling and replacement problem of the District.

d. Such leave shall remain in effect at least until the end of the semester following the birth of the child and no longer than the end of the second semester following the birth of the child.

e. The unit member is not entitled to the use of any accrued sick leave or paid leave while such unit member is on childbearing preparation leave or leave for childrearing.

f. No unit member on childbearing or childrearing leave shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction in work force purposes for the time on such leave, nor shall such leave count toward credit for probationary unit members in earning tenure status.

g. In the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. In the case of a female employee, the physician must certify that she can carry out her assigned duties and responsibilities without damage to herself. If there is a vacancy for which a unit member is credentialed and qualified, the District will assign the unit member to a position as soon as practicable.

3. SABBATICAL LEAVES

a. Subject to applicable State laws, sabbatical leaves may be granted by the Board of Education to certificated unit members where such leaves will improve their teaching skills and knowledge and thus benefit the schools and pupils of the District.

   In accordance therewith, applicants shall submit for approval by the Superintendent a planned program of study, travel, or a combination of both, which shall be in furtherance of this objective.

b. Subsequent to the Superintendent's recommendation, the Board of Education may grant leave based on: a) the financial status of the District; and b) benefit of the proposed leave to the educational process. In no case shall the number of unit members absent on sabbatical leave at one time exceed two percent (2%) of the total number of certificated unit members.

   Not more than one (1) such leave shall be granted to any individual in each seven (7) year period.

   At the expiration of a sabbatical leave, the unit member shall be reinstated to the position held immediately prior to the granting of the leave provided the position exists and provided further the unit member does not agree to accept another position within the District.

c. All sabbatical leaves must be preceded by at least seven (7) consecutive years of district service, all of which shall have been served as a regular, full-time certificated

unit member in the Lake Tahoe Unified School District. Qualifying service shall be construed as sixty percent (60%) of the teaching days for each school year, except that a year in which the applicant has rendered some service but has failed to serve seventy-five percent (75%) of the teaching days shall not be counted as an interruption of the seven consecutive year period. Sabbatical leaves shall not be approved within four (4) years of the applicant's compulsory retirement date.

d. SABBATICAL LEAVES FOR STUDY

(1) A certificated unit member on sabbatical leave for study shall complete at least eighteen (18) semester units of upper division or graduate work during the sabbatical year, not fewer than eight (8) semester units of which shall be completed during each semester while on such leave. These courses shall be exclusive of correspondence courses.

(2) Previous to such leave, the Program of Study must be approved by the Superintendent. A special project or research problem may be substituted for the unit requirements if approved in advance by the Superintendent.

(3) Transcripts or other evidence of completion shall be submitted to the Superintendent within sixty (60) days of the unit member's return to duty.

(4) Scholarships, grants, and fellowships in addition to transportation and tuition grants may be approved by the Superintendent.

e. SABBATICAL LEAVES FOR TRAVEL

(1) Unit members may apply for sabbatical leaves for programs for travel sponsored by accredited universities.

(2) Unit members on sabbatical leave for travel shall remain in travel status at least four (4) months for each semester of leave granted.

(3) Application for leave shall include, in general terms, an itinerary of the proposed travel, together with a statement concerning the proposed objectives of the travel.

(4) Upon completion of the leave and within sixty (60) days of the unit member's return to duty, a detailed itinerary and a written report of not less than 1,500 words shall be submitted to the Superintendent setting forth the unit member's reactions to the trip and a statement of the benefit to the schools and the pupils of the District.

In lieu of a written report, an alternative presentation will be acceptable if previously approved in writing by the Superintendent.

f. Sabbatical leave applications must be submitted to the principal of the school in which the applicant is serving for his recommendations. When the applicant services have been very satisfactory, principals will recommend approval on the application form and forward such application and recommendations to the Superintendent prior to November 1 of the year preceding that in which the leave is desired. Applications filed

after such deadline may be honored if, in the Superintendent's judgment, circumstances justify. Sabbatical leaves will be granted only for one (1) year. Sabbatical leaves shall begin with the beginning of the year only, unless otherwise recommended by the Superintendent, for the good of the School District. The applicant will be notified within thirty (30) days of the final filing date regarding the acceptance or rejection of his/her application.

g. Compensation while on sabbatical leave shall be one-half (1/2) of the regular salary such unit member would receive if he/she were continuing in regular service. Units received on sabbatical leave shall apply toward advancement on the salary schedule.

   Certificated unit members requesting sabbatical leave shall receive salary payments at the end of each calendar month while the leave is in effect, less any mandatory or unit member-authorized deductions.

   Applicants must sign the statement on the application to the effect that they will return to teach in the Lake Tahoe Unified School District for a period of at least two (2) years following the termination of leave.

h. Sabbatical leave shall not be counted as a year of teaching service or experience on the salary schedule.

   The unit member's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received. The sabbatical leave year is counted as one (1) year of service for retirement purposes.

i. Interruption of a program of study or travel while on sabbatical leave, caused by serious illness or accident, which shall be verified by the attending physician and submitted to the Board for approval, shall not be held against a unit member with regard to the fulfillment of the conditions regarding study or travel under which the leave is granted, nor affect the amount of compensation to be paid the unit member while on leave, provided, however, that the Superintendent has been promptly notified of such accident or illness. In the case of such accident or illness while on sabbatical leave, notification shall be made by registered letter, mailed within thirty (30) days of the time of the accident or the onset of the illness.

j. Priority in the selection of applicants for sabbatical leave shall be given primarily in terms of the value of the leave to the schools and pupils of the District.

4. MILITARY LEAVE

Military service leave is governed by the California Education Code.

5. HEALTH LEAVE

a. Unit members may be granted a leave of absence without pay for reasons of their own health. A statement of need by a qualified physician is required.

b. Before reemployment, a physician's statement indicating that the unit member can

fully perform all duties without detriment to the unit member's health is required.

6. LEAVES FOR EDUCATIONAL IMPROVEMENT

Where no cost is involved to the District, unit members are encouraged to seek professional growth through additional study, travel, or work experience.

Any certificated unit member having taught at least one (1) year as a tenured unit member may, at the discretion of the Board upon recommendation of the Superintendent, be granted a leave of absence without pay for purposes of educational improvement and advancement for not less than one (1) semester nor more than one (1) year. The educational goals and tentative timelines for completion must be included in the letter of request for leave. An extension of the leave period may be granted where completion of the courses for advancement require longer than one (1) year and where the advantage will accrue to the District.

7. OVERSEAS TEACHING LEAVE

The Board of Education, upon the recommendation of the Superintendent, may grant a leave of absence, without pay, for overseas teaching for one (1) year, which will be extended for an additional year if required by the overseas teaching contract and if applied for by March 1 of the first overseas teaching year. This leave is available only to unit members who have taught at least one (1) year as a tenured unit member of the District. The number of persons on overseas assignment shall be limited each year to not more than one and one-half percent (1-1/2%) of the total District certificated staff.

A unit member returning to the District after such a leave shall not be granted salary step increments for the time spent in an overseas assignment.

C. OTHER

1. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

a. "Industrial accident and illness", as used in this section, is defined as any accident or illness arising directly out of or in the course of the employment of the unit member which forces the unit member to be absent from work. The determination of whether an accident or illness constitutes an "industrial accident or illness" shall be made by the California State Compensation Insurance Fund.

b. Industrial accident and illness leave with full pay shall be allowed for up to sixty (60) working days in any fiscal year for any given industrial accident or illness. When such a leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him for the same industrial accident or illness.

c. During the industrial accident or illness leave, the unit member shall receive that portion of his monthly salary which, when added to the temporary disability compensation, will not exceed his regular monthly salary. To accomplish this, the unit member shall receive full pay from the District provided the unit member endorses to the District any wage loss benefit check from the State Compensation Insurance Fund.

Such leave shall not be deducted from regular sick leave.

d. The District reserves the right to require a unit member to furnish proof of cause of absence.

e. When entitlement for industrial accident and illness leave has been exhausted, the unit member may elect to use any sick leave, vacation leave, or any other leave to which he is entitled for absence due to illness, provided that payment for any such paid leave, when added to any temporary disability indemnity, shall not result in a payment to the unit member of more than his full salary less appropriate deductions.

f. If all available paid leaves have been exhausted and the unit member is unable to return to work, the unit member may elect to resign or to request a leave of absence without pay or be placed on a reemployment eligibility list for a period of thirty-nine (39) months.

g. A teacher who is on industrial accident or illness leave shall be required to obtain permission from the Board for travel outside the States of California or Nevada.

2. LEGALLY-REQUIRED LEAVE

a. JURY DUTY, WITNESS

(1) Unit members will be provided leave for jury duty (except grand jury) or when subpoenaed as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. The unit member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave or as soon as possible. If an employee is dismissed from jury duty prior to the end of the work day, he/she will return to work.

(2) In such cases, the unit member who is called as a witness or for jury duty shall receive School District pay, less the amount of witness or jury duty pay up to the amount of the differences between the unit member's regular earnings and any amount received as witness or juror fees. To achieve this, the unit member shall receive full pay from the District provided the unit member endorses to the District any jury duty or witness pay received. Fees shall not include travel allowance.

(3) POLITICAL ACTIVITIES LEAVE

Unit members holding part-time elected political office may be granted an unpaid leave of absence for the purpose of necessary attendance at meetings required to carry out the duties of office. The leave shall be arranged with the Board on an individual basis.

(4) UNAUTHORIZED LEAVES OF ABSENCE

It is agreed and understood that there will be no strike, work stoppage, slow-down or refusal or failure to fully perform assigned job functions and that commission of said activities will constitute unauthorized leave from District job responsibilities.

Any employee who participates in any unauthorized leave may be subject to discipline.

D. MISCELLANEOUS PROVISIONS

Unless otherwise provided in this article, a unit member on a paid or unpaid leave of absence shall be entitled to: a) return to a position for which he/she is credentialed and qualified; and b) receive during leave all insurance benefits to the extent not prohibited by law and to the extent allowed by insurance carriers. Unit members on unpaid leave of absence shall pay the cost of these benefits. An employee request for assignment, upon return from leave of absence, will be considered.

## ARTICLE XIV

## TRANSFERS AND REASSIGNMENT

A. DEFINITIONS

1. **Transfer** shall be defined as a voluntary movement from one work/school location to another work/school location, or from a restructured, reconfigured or opened/closed school(s).

2. **Reassignment** shall be defined as a change in grade level, subject or program at the same site.

3. **Administrative transfer** shall be defined as a unit member being involuntarily transferred from their existing work/school location to another work/school location within the District.

4. **Vacancy** shall be defined as any position that does not have a unit member assigned to it.

5. **Seniority** is defined as the initial date upon which the unit member first rendered paid service in a probationary position (Ed. Code Section 44845). A unit member on approved leave of absence shall continue to earn seniority while on leave.

B. IN ALL DISTRICT AND UNIT MEMBER-INITIATED TRANSFERS, the District shall take into consideration the following:

1. Seniority in the District;

2. School site seniority;

3. Training and/or qualification for the position;

4. Past teaching experience;

5. Educational background;

6. Consultation with the unit member;

7. Enrollment changes;

8. Desires of the unit member; and

9. The best interests of the students and the school/program.

In the case of a unit member-initiated transfer, all interested unit members must hold the credential(s) and/or certifications necessary for an open position to be transferred.

Those who do not currently hold the credential but are eligible will be considered along with external candidates. If selected for transfer, the unit member must register for the necessary

program and/or exams within one month of notification of the transfer.

All other factors being equal, seniority within the District shall be the determining factor.

C. NOTICE OF VACANCIES

1. Where a vacancy has been declared, the District will deliver by email to all unit members and the STEA President of their designee via union email, a list of all specific vacancies.

2. Should a vacancy occur during summer months, prior to posting, the District must email the STEA President or their designee's union email to notify the Union of the job posting. Additionally, a job posting must be emailed to all unit members.

3. Notice of vacancies shall be posted for two (2) working days. No vacancy shall be filled before the internal posting period closes.

4. Each position posted shall include the following information: permanent or temporary position status, work location, credential(s) needed, job title/description, grade level, subject matter and a closing date for submitting requests to transfer to that position.

D. REASSIGNMENT

1. Before being posted as an in-district vacancy, Site administration shall notify unit members of all open positions within their school by email. In the event a reassignment becomes available during the summer vacation period, the unit members shall be notified by email.

    a. Interested unit members must respond within two (2) days of email notification expressing their desire to be reassigned. They are not required to apply and/or interview for the position unless there is more than one unit member interested.

    b. Interest does not guarantee reassignment; the reassignment will ultimately be decided upon by the supervisor.

2. Unit members shall receive tentative assignments for the next school year no later than May 1st of each year. Such notice shall specify the grade levels and subject areas to which the unit member will be assigned.

E. UNIT MEMBER-INITIATED TRANSFER

1. Once the District determines that a vacancy does or will exist it shall be posted.

2. The deadline for unit member-initiated transfers for the current school year is January 15th. Vacancies that occur after January 15th will be posted as openings for the following school year.

3. Appropriately credentialed unit members who submit a transfer application to Human Resources for any position shall be given an opportunity to interview. During the initial

vacancy[1], no outside candidate shall be interviewed, unless the position is deemed "hard to fill" [2].

4. If multiple appropriately credentialed unit members request a transfer, the District shall refer to the criteria in Section B of this Article.

5. A request for transfer shall not be arbitrarily or capriciously denied.

6. If a unit member's request for a voluntary transfer is denied, the unit member shall be granted a meeting by request with the administrator who denied the request to discuss the reasons for the denial or the unit member may request written reasons for the denial within ten (10) working days of notification.

7. Unit members on leave shall be afforded all rights provided under this section.

F. ADMINISTRATIVE TRANSFER

1. Administrative transfers during the school year shall be avoided unless there exists cause. The District shall advise and involve STEA as to the cause of the administrative transfer.

2. Administrative transfers may be made for reasons including the following: a decrease in the number of pupils which requires a decrease in the number of unit members pursuant to California Education Code; class sizes; elimination of program(s) and/or funding, or to resolve personnel matters.

3. Notice of administrative transfers shall be given to unit members as soon as practicable except in cases of emergency. Upon request, the unit member shall be provided a statement of specific reasons for the transfer.

4. Upon unit member request, the District shall schedule a conference with the unit member to discuss the transfer within ten (10) working days of notification.

5. Unit members who are administratively transferred shall not be administratively transferred again for at least three years unless the unit member applies for a transfer opportunity.

6. A unit member who is administratively transferred shall be provided up to three days of compensation at the contracted certificated hourly rate of pay. This work is to occur outside of student contact hours. Any unit member who is administratively transferred will be provided boxes, assistance with moving, and transportation of materials to their new assignment.

G. TIMELINE

1. **In January** of each school year, a Seniority Letter shall be sent to each unit member to

[1] Initial: first posting of a vacancy between April 1st – first contracted day
[2] Hard to fill is defined as any special services, bilingual, or CTE position

verify the unit member's seniority date. Verification of seniority date shall be returned to Human Resources no later than March 1st of the current school year. For purposes of this Article, if a unit member does not respond to the District regarding verification of their seniority date, the seniority date specified by the District shall be utilized.

2. **No later than March 1st**, a unit member returning from an extended Leave of Absence shall provide in writing their intention to return for the following school year. No later than March 1st all leave requests for the following school year must be submitted in writing to Human Resources.

3. **No later than March 15th**, in the event of a Reduction in Force, letters are delivered. Temporary teachers receive written release notice.

4. If after reviewing the First Interim Financial Report by mid-December of any school year, the Board of Education determines that it may be necessary to implement a Reduction in Force, notification will be made to STEA and the following timelines will apply: Seniority Letters and, when applicable, Intent to Participate in the Early Retirement Incentive Program must be submitted by February 1st.

| **TIMELINE** | | | |
|---|---|---|---|
| January | February | March | May |
| Seniority Letters sent to unit members in January. Seniority Letters returned to District by March 1st.<br><br>January 15th – Window closes for unit member-initiated transfers for current school year. | Letters of Intent to participate in the Early Retirement Incentive must be submitted to the District by February 1st. | March 1st – LOA requests/returns due<br><br>March 15th – Notification Date: In the event of Reduction in Force, letters are delivered. Temporary teachers receive written release letter. | Unit members shall receive tentative assignments by May 1st. |

## ARTICLE XV

## UNIT MEMBER EVALUATION

The District and STEA agree the purpose of evaluation is to promote ongoing professional growth and development. This process is collaborative between the supervisor and certificated employee, and they will identify two (2) professional growth goals aligned with the California Standards for the Teaching Profession (CSTP). The certificated employee may choose a third professional growth goal of their desire.

A. INDIVIDUAL PROFESSIONAL GROWTH GOALS

1. Each unit member shall submit proposed professional growth goals to their evaluator in writing by September 15 of each year.

2. Each unit member shall meet with their evaluator to finalize their growth goals for the school year by October 15.

3. In any case of non-agreement on the goals, the unit member may request, in writing, a reconsideration by the next highest level of supervision.

4. During the school year, modification to the above-written goals may be made only upon mutual agreement.

B. CLASSROOM OBSERVATIONS

1. Informal observations are defined as announced, brief classroom visits.

2. Formal observations are defined as announced classroom visits with a scheduled pre conference before the observation and a scheduled post conference within five (5) days of the formal observation.

   a. Deficiencies and recommendations for improvement in the unit member's performance will be discussed and placed, when appropriate, in writing. An opportunity will be provided the unit member to discuss said deficiencies and recommendations. It shall be the unit member's responsibility to implement the suggestions for improvement.

3. In the event of disagreement with the report of the evaluator, the unit member may attach a written response to the observation report.

4. Observations in the classroom shall be conducted openly and with full knowledge of the unit member.

C. EVALUATION

1. Unit members will be evaluated on the California Standards for the Teaching Profession (CSTP).

2. The evaluation will consider progress growth towards goals.

3. The evaluation will utilize all formal and informal observational data.

4. The evaluation may also include any additional information that unit members submits as evidence of their growth and development.

D. GENERAL PROVISIONS FOR EVALUATION

1. The unit member's evaluation is to be completed in writing and submitted to the unit member by May 1 The supervisor and unit member shall meet to review and discuss the evaluation document by June 1. Comments relating to performance shall be specific in nature. If the unit member disagrees with the evaluation, they may submit a written response which shall be attached to the copy of the evaluation.

   In any case of disagreement of the evaluation, the unit member may request, in writing, an alternative evaluator for the next evaluation cycle.

2. Temporary and probationary unit members, and permanent members receiving "Exploring" or "Emerging", shall be evaluated at least once a year. The annual evaluation report shall be completed no later than May 1. Teacher's receiving these ratings shall be referred to the Article XXIV, Peer Support Coaching Program.

3. Permanent unit members, whose performance meets or exceeds state and District standards, shall be evaluated at least once every four (4) years. On the non-evaluation years teachers will follow A. of this article, and complete the following:

   a. Submit a statement of progress towards goals by February 1 to their supervisor.

   b. Submit a final reflection of growth towards their goals by May 1.

   c. Meet with supervisor to review the reflection of growth goals by June 1.

4. No Emerging rating shall be given to a unit member unless the unit member was informed in writing of such deficiency during the school year. Such notification shall be given at least thirty (30) days prior to the evaluation, unless a situation of a serious nature occurred or was revealed within the above 30-day notice requirement.

5. No unit member shall evaluate or be evaluated by another unit member.

## ARTICLE XVI

## UNIT MEMBER RESPONSIBILITY FOR SUPERVISION OF NON-TEACHERS

A. The principal of each school shall have the primary responsibility for the evaluation of all paraprofessionals and teacher aides. Unit members to whom an aide or aides are assigned and under whose supervision and direction the aide or aides work, will cooperate with the principal in the preparation of the evaluation.

B. At no time will unit members make assignments to the aide that would be unsupervised or not directed by unit members.

## ARTICLE XVII

## PHYSICAL EXAMINATIONS

A. Prior to initial employment in the District, each unit member will file a certificate with the Superintendent showing that he has submitted to an examination within the past two (2) years showing that he is physically capable of performing the required duties and is free from active tuberculosis.

B. Examination for tuberculosis will be required in every subsequent four (4) year period as a condition of employment. Said subsequent examinations shall be at the expense of and arranged by the District. Freedom from active tuberculosis will be a requirement for active duty.

## ARTICLE XVIII

## CERTIFICATED HOURLY RATE

Certificated employees hired on an hourly basis for work outside the contracted day shall be compensated at the current flat rate of $58.13. This hourly rate shall realize any future salary increases, with any rounding of this number to the nearest hundredth digit.

**Article formerly titled “Full-Time Driver Training Teachers”
Per Agreement dated 1/22/14

## ARTICLE XIX

## EARLY RETIREMENT INCENTIVE PROGRAM

Two Early Retirement Incentive Programs, Insurance and Cash Incentive, are available to eligible unit members who retire early. Unit members may participate in either or both of these programs, when offered. When offered on an off-schedule year, the District will notify membership no later than January 1.

A. Eligibility for Annual Early Retiree Insurance Program

The unit member must:

1. Have been employed by the District in a full-time certificated position for at least ten (10) years;

2. File a letter of intent to retire with the Superintendent by no later than February 1, of the year they enter the program;

3. Have reached the age of 55 and are no older than the current Medicare age prior to July 1 of the year of entry into the program;

4. Unit members participating in this program shall be eligible for a period of no more than seven (7) years or to the current Medicare age, whichever comes first.

B. Early Retirement Insurance Program

Retirees meeting the eligibility criteria may provide additional service to the District, compensation for which shall be used for the purchase of the retiree's continued medical benefits. The number of days of service required for payment of the retiree's medical insurance premium shall be calculated using the following formula:

1. The cost of retiree medical insurance shall be established no later than August 31 of each year.

2. Beginning with the 2026-27 school year, the District agrees to pay a dollar level not to exceed $8,500.00 per retiree for each year the retiree meets the eligibility criteria set forth in Part A, above.

3. If the cost of the medical benefits provided pursuant to this Article exceeds $8,500.00, the retiree shall reimburse the District for any such amounts within 30 days of receiving a written request for payment from the District.

4. The retiree's final daily rate prior to retirement shall be divided into the cost of the retiree's medical insurance for the year (not to exceed $8,500.00) to establish the number of days which must be worked to pay for the medical insurance benefit.

5. The number of days required to be worked to pay for the retiree's medical insurance benefits shall be rounded to the nearest half day.

6. The retiree shall enter into an agreement with the District to provide the number of days of service, calculated in the manner above, to pay for the retiree's medical insurance benefits up to $8,500.00 per year of eligibility. All retiree service days are required to be completed prior to the end of the school year.

Retirees participating in this program shall personally perform the work required, and may not assign, sublet, or otherwise arrange for the service to be performed by any other person or persons.

Additional days may be worked beyond those required under this program. Such additional days shall be compensated at the District's regular substitute teacher daily rate.

The functions to be performed under the provisions of this program shall be approved mutually by the District and retiree and may include, but not be limited to, teaching, research, consultation and advice upon curriculum, financial, and in-service matters for improvement of the educational program, provided that the person has the training and experience to perform these functions. The District shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed, and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

The District may terminate the services of the retiree at any time if, in the professional judgment of the management supervisor responsible for overseeing the retiree's service, the retiree's performance is unsatisfactory as to the manner of performance. Should any retiree under this program fail to perform satisfactory service without making mutually agreed upon arrangements to perform the service at a later date, such retiree shall be dropped immediately from coverage under this program and shall reimburse the District for all expenditures made on his or her behalf during the year of default.

Under the provisions of this program, the District shall provide the retiree only with the medical coverage provided to current employees of the District. The District shall not be required to contribute in any way for insurance benefits for retiree dependents, or for benefits other than medical insurance. The retiree may pay the additional costs for insurance coverage for dependents.

Should the District medical insurance carrier decline to provide the proposed coverage, or should any provision of this article be invalid, or be declared invalid by PERB or a California court, the entire article shall be null and void.

Retirees participating in this program shall be responsible for all applicable federal, state and local taxes.

C. <u>Eligibility for Early Retiree Cash Payment Incentive Program</u>

The unit member must:

1. Have been employed by the District in a full-time, half-time or combination certificated position for at least (10) ten years;

2. File a letter of intent to retire with the Superintendent by no later than February 1st of the year they enter the program;

3. Have reached 55 years of age.

D. Cash Payment Incentive Program

1. At least once every (2) two years, the District shall offer a retirement incentive of not less than $25,000 to be distributed in $5,000 increments over five (5) years.

The retiree shall be responsible for all federal, state, and local taxes applicable to this program.

Revisions 07/15/2026

## ARTICLE XX

## CLASS SIZE

A. The District-wide class size maximums are designated as noted below:

| | | |
|---|---|---|
| Grades | TK | 1:10 (Parties agree to follow current state law and if TK student-to-teacher/instructional aide ratios are changed in law, to reopen negotiations on this matter mutually.) |
| Grades | K-1 | 1:24 |
| Grades | 2-3 | 1:24 |
| Grades | 4-8 | 1:28 |
| Grades | 9-12 | 1:32 |
| Physical Ed. | | 1:42 |

Physical Education classes exceeding 42 will have aide support. If aide support is unavailable, the teacher will receive the additional compensation (outlined in B2 through B4).

These class size maximums apply to all classrooms, excluding special education classes or classes funded through special federal, state, or county funds whose enrollments or ratios are, or may be, prescribed by law.

B. The District shall strive to balance class sizes at each school in the best interest of student instruction and learning.

1. If an elementary school site determines that a combination class is necessary, unit members assigned to teach a combination class shall receive additional compensation of $500 per trimester (total $1,500), paid in two installments (December and June).

2. If the number of students in a class at any elementary school exceeds the teacher pupil ratios in Section A, the unit member shall be paid an additional $600 per student, per trimester. Teachers will be compensated this rate if they are over the teacher pupil ratios in section A of any school days during the trimester, excluding the first fifteen (15) days of the school year.

3. If the number of students in a class at the middle school exceeds the teacher pupil ratios in Section A, the unit member shall be paid an additional $100 per student, per class, per trimester. Teachers will be compensated this rate if they are over the teacher pupil ratios in Section A of any school days during the trimester, excluding the first fifteen (15) days of the school year.

4. If the number of students in a class at the high school exceeds the teacher pupil ratios in Section A, the unit member shall be paid an additional $150 per student, per class, per quarter (9 weeks). Teachers will be compensated this rate if they are over the teacher pupil ratios in Section A of any school days during the term, excluding the first 15 days of each term.

   a. Unit members teaching The Wheel (elective courses) shall receive $50 per student, per rotation.

Terms of this article are effective July 1, 2026.

C. In determining apportionment of class size, the physical limitations of the classroom and the subject matter taught will be given due consideration.

## ARTICLE XXI

## UNIT MEMBER TRAVEL

A. A unit member who may be requested to use his own automobile in the performance of his duties and unit members who are assigned to more than one (1) school per day shall be reimbursed for all such travel between schools at the current I.R.S. rate.

B. Mileage for use of personal automobile use in the performance of duties and for field trips or other authorized District business will be reimbursed at the current I.R.S. rate.

C. The working day of traveling unit members essentially will be that of a comparable non-traveling unit member.

D. Prior approval shall be obtained from the unit member's supervisor or the person appointed by him for this purpose for the use of personal vehicles in the line of duty. Such approval shall contain all information identifying the vehicle to be used, insurance coverage to include limits of coverage, the insurance carrier, and the condition of the vehicle.

## ARTICLE XXII

## MISCELLANEOUS PROVISIONS

A. Any individual contract between the District and a bargaining unit employee during the term of this contract shall in no way conflict with this agreement.

B. 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.

C. Within thirty (30) days of ratification of this agreement, the District shall prepare sufficient copies of the agreement to distribute to bargaining unit members. The cost of this preparation shall be equally shared by the District and the Association.

D. A bargaining unit employee's notification to the District that he/she intends to resign shall remain revocable until such time as the Board officially takes action on such notification.

E. Government Code Section 3543.2(b) states:

"Notwithstanding Section 44944 of the Education Code, the public school employer and the exclusive representative shall, upon request of either party, meet and negotiate regarding causes and procedures for disciplinary action, other than dismissal . . . ."

## ARTICLE XXIII

## SAVINGS PROVISION

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

Any provision of this agreement deemed not valid and subsisting by application of this article may become subject immediately to negotiation by mutual agreement of the District and the Association.

## ARTICLE XXIV

## TEACHER INDUCTION PROGRAM (T.I.P.), PEER SUPPORT COACHING PROGRAM, AND OTHER MENTOR SUPPORT

The South Tahoe Educators Association and the Lake Tahoe Unified School District, continuously striving for the highest possible quality of education, agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. The emphasis of the Peer Support Coaching Program shall be part of a continuum of career development for teachers with emphasis on the veteran teachers. Teachers referred to or who volunteer for the Peer Support Coaching Program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to achieve the greatest possible student learning.

A. TEACHER INDUCTION PROGRAM (T.I.P.)

The Lake Tahoe Unified School District ("District") and STEA agree to commit to and support the Teacher Induction Program (formerly known as BTSA) by providing Mentor Teachers.

Mentors will be permanent teachers employed with the District for at least three (3) years prior to being a mentor. Mentors will be paid a stipend by the District of $2,500.00 per Participating Teacher per school year, up to two Participating Teachers per year.

This Article is retroactive to July 1, 2017 for Mentor Teachers providing mentoring services for the 2017-2018 school year.

B. PEER SUPPORT COACHING JOINT COMMITTEE

1. Composition and Selection

   a. The Peer Support Joint Committee shall consist of three (3) members, two (2) full-time certificated classroom teachers who are chosen to serve by the Association, and the Superintendent or designee.

2. Procedures

   a. The Peer Support Joint Committee shall establish its own meeting schedule. To meet, the members of the Peer Support Joint Committee must be present. Such meetings may take place during the regular teacher workday. Teachers who are members of the Peer Support Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. If meetings are scheduled outside of work hours, they shall be compensated at the hourly rate of pay from available District funds. After school meetings are suggested.

   b. All actions of the Committee shall be taken by a majority vote in favor of the action.

3. Responsibilities of the Peer Support Joint Committee shall be the following:

a. Selecting a chairperson at the first meeting of each school year.

b. Adopting Rules and Procedures to effect the provisions of the article. These Rules and Procedures will be consistent with the provisions of the Agreement, and to the extent there is an inconsistency, the Agreement will prevail. Procedures will include the development of a revised evaluation form reflecting the California Standards for the Teaching Profession, and criteria for involuntary participation in the program.

c. Distributing, at the beginning of the school year and in subsequent years if revised, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.

d. Developing a preliminary budget by May 15th and a final budget by September 15th of each year.

e. Providing training for Panel members.

f. Establishing a procedure for application as a Mentor Teacher or Mentor Teacher.

g. Determining the number of, selecting a panel of, and providing for the training of Mentor Teachers and Mentor Teachers.

h. Administering the funding priorities for the Peer Support Coaching Program.

i. Other such incidental duties as may be needed to carry out the functions enumerated above, including the establishment of rules to guide its deliberations.

j. Reviewing reports and making reports to the Superintendent regarding Referred Participating Teacher's progress in the Peer Support Coaching Program and evaluation of Consulting and Mentor Teachers.

k. Preparing an annual review of the impact of the Peer Support Coaching Program, including recommendations for improvement.

l. Other incidental duties as may be needed to carry out the functions enumerated above.

4. Confidentiality of Materials

All matters regarding the Peer Support Coaching Program will be strictly confidential, except where otherwise stated in the law, unless release from confidentiality is mutually agreed upon and signed off by the parties involved.

C. DUTY TO INDEMNIFY

The Lake Tahoe Unified School District shall defend and hold harmless individual Joint Committee members and consulting teachers from any lawsuit or claim arising out of the performance of their duties under this program.

D. PARTICIPATING TEACHERS

Up to three (3) teachers may be referred to the Peer Support Coaching Program per year in one of two ways: By receiving an unsatisfactory performance evaluation; or by voluntary self-referral by the teacher. Volunteers will be accepted into the program subject to available District funds after all involuntary participants have been included.

1. Referred Participation

   A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory FINAL evaluation.

   A Referred Participating Teacher may select his or her Mentor Teacher from the panel of Mentor Teachers. A different Mentor Teacher may be selected to work with the Participating Teacher at any time during the process when requested to do so by the Participating Teacher or the Mentor Teacher and approved by the Joint Committee.

   The results of the Referred Participating Teacher's participation in the Peer Support Coaching Program shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Referred Participating Teacher.

2. Voluntary Participation

   A Volunteer Participating Teacher is a teacher who volunteers to participate in the Peer Support Coaching Program. The purpose of the participation is for peer assistance only and the Mentor Teacher shall not participate in a performance review of the Volunteer Participating Teacher. A Volunteer Participating Teacher may terminate his or her participation in the Peer Support Coaching Program at the end of any semester. A Volunteer Participating Teacher may choose a Mentor Teacher from the panel of Mentor Teachers.

   All communication between the Mentor Teacher and a Volunteer Participating Teacher shall be confidential and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator, or the Peer Support Coaching Joint Committee.

3. Representation:

   The Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

E. MENTOR TEACHERS

1. Experience

   The Joint Committee shall appoint Mentor Teachers who will assist participants in the Peer Support Program.

Mentor Teachers shall have the following minimum qualifications:

a. A permanent full-time teacher with substantial recent years of classroom experience;

b. Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

   Teachers may apply for a consulting teaching position by way of application, on a form prepared by and a process determined by the Joint Committee.

   Mentor Teachers shall be selected by a majority vote of the Peer Support Coaching Joint Committee.

2. Terms and Compensation

   a. The term of the Mentor Teacher shall be for one year with renewal with the approval of the Peer Support Coaching Joint Committee.

   b. A Mentor Teacher shall receive stipend of $2,500 a year for each participating teacher they agree to support.

3. Duties of the Mentor Teacher

   a. The Mentor Teacher shall meet with the Referred Participating Teacher to discuss the Peer Support Coaching Program, to establish mutually agreed upon performance goals, develop the assistance plan, and develop a process for determining successful completion of the Peer Support Coaching Program.

   b. Mentor Teachers shall have the responsibility of no more than 2 Participating Teachers. Each Referred Participating Teacher shall receive approximately 40 hours of assistance per semester from the Mentor Teacher. Mentor Teachers shall assist Participating Teachers by demonstrating, observing, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.

   c. The Mentor Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.

   d. The Mentor Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic written reports to the Referred Participating Teacher for discussion and review.

   e. The Mentor Teacher shall continue to provide assistance to the Referred Participating Teacher until he or she concludes that the teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive. A copy of the Mentor Teacher's final report shall be submitted to and discussed with the Referred

Participating Teacher to receive his or her input and signature before it is submitted to the Peer Support Coaching Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Mentor Teacher shall submit a final report to the Peer Support Coaching Joint Committee. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Peer Support Coaching Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.

F. MISCELLANEOUS

Functions performed pursuant to this article by bargaining unit members shall not constitute either management or supervisory functions and shall not be part of preparation for management or supervisory positions.

In lieu of Peer Support Coaching, a referred or voluntary teacher may request site professional development from their principal.

Voluntary Mentorship for Non-TIP Eligible Teachers
Eligibility: Any unit member who is not eligible for participation in the Teacher Induction Program (including but not limited to: those employed under emergency permits, provisional permits, or intern credentials) may access a mentor through the District.

Request Process: A mentorship may be initiated by either:

a. A request from the unit member, or

b. A recommendation from the site administrator, with the agreement of the unit member.

Voluntary Participation: Participation in this mentorship program is voluntary and shall not be required as a condition of employment.

Mentor Assignment

a. Mentors shall be permanent teachers in good standing with a minimum of three (3) years of successful classroom experience.

Purpose: The mentorship relationship shall be for professional growth, instructional support, and organizational guidance.

Participation remains voluntary.

Compensation is up to forty (40) hours at the certificated hourly rate.

The role of the mentor is supportive, not evaluative. Voluntary mentorship will be dependent on approval by the Superintendent or designee.

## ARTICLE XXV

## SUSPENSION

A. GENERAL

1. The purpose of this article is to provide corrective and remedial means for implementing intermediate sanctions upon a unit member. A verbal and/or written warning normally will be given to a unit member prior to any suspension action.

2. Suspension for the purpose of this article shall be defined as involuntary leave without pay. Disciplinary actions other than suspension as defined herein are not included within this section and the District reserves the right to impose at any time other forms of disciplinary action not covered by this article. Nothing in this article shall preclude the District from exercising such authority as it deems necessary or appropriate for discipline or dismissal of any unit member as authorized by State law, regulations, or provisions of this contract.

3. It is understood and agreed that this article constitutes the entire agreement between the parties on the matter of unit member suspension, including matters related to such items and effects thereof.

4. A unit member may be suspended for any of the following causes:

   a. Possession of, use of, or being under the influence of any alcoholic beverage or illegal drug while on duty.

   b. Inattention to or dereliction of duty, failure to perform duties, or incompetency.

   c. Dishonesty.

   d. Abusive behavior toward students, other employees, or members of the public while performing duties.

   e. Failure or refusal to follow reasonable administrative directives; or any willful or repeated violation of the Education Code, Board Policy, Administrative Regulation, or provision of the collective bargaining agreement.

   f. Immoral or unprofessional conduct.

B. REPRESENTATION

At all stages of the suspension process, a unit member may, at his/her request:

1. Represent himself/herself;

2. Have representation by the Association;

3. Have representation by any other person, including legal counsel, so long as that other

person is not a representative of another employee organization of the District.

C. PROCEDURE

The Board of Education, acting on the recommendation of the Superintendent, may suspend a unit member without pay for a period not to exceed ten (10) working days per suspension, subject to the following procedures:

1. NOTICE: A least fifteen (15) calendar days prior to issuance of a recommendation of suspension to the Board of Education, the Superintendent shall serve upon the unit member a written notice of intent to recommend suspension containing the following:

   a. The nature of the recommended action;

   b. The cause(s) for the recommended action;

   c. The specific act(s) or omission(s) upon which the recommendation is based;

   d. The date the Board of Education is scheduled to act on the recommendation;

   e. The unit member's right to obtain a copy of all written materials upon which the action is based;

   f. The unit member's right to meet with the Superintendent or to give written and/or verbal response prior to the recommendation being presented to the Board;

   g. The deadline for requesting a meeting with the Superintendent or for submitting a written response.

   h. The statement that the unit member may, at the Board hearing, question evidence presented or persons who testify at the hearing and may present information on the unit member's defense;

   i. The statement that the unit member may personally address the Board prior to its action.

2. BOARD OF EDUCATION

   a. Within twenty (20) days of the hearing, the Board shall render a decision on the suspension. The Superintendent will notify the unit member of the Board's decision within five (5) days of the Board's decision. The decision of the Board of Education is final and binding unless appealed through the Appeal Procedures as stated herein. This article, the Board's decision, and the arbitrator's decision are not subject to the Grievance Procedure (Article VI).

3. OTHER PROCEDURAL MATTERS

   a. Technical rules of evidence shall not apply to the hearing, but relevant evidence may be admitted and given probative effects only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. The hearing shall be informal and shall not be bound by those rules used in California courts.

   b. In arriving at a decision or a proposed decision on the propriety of the proposed suspension action, the Board of Education may consider the unit member's personnel records, including any prior personnel action taken or proposed to be taken against the unit member during the last four (4) years.

   c. In making its decision, the Board of Education may:

      (1) Adopt the suspension recommendation in its entirety;
      (2) Modify the suspension recommendation; or
      (3) Reject the suspension recommendation.

4. APPEAL PROCEDURES

   a. If the unit member is not satisfied with the decision of the Board of Education, within five (5) days of written notification of the Board's decision, the unit member may submit a request in writing to the President of the Association for arbitration with a copy forwarded to the Superintendent.

   b. Upon notification by the unit member, the Association Executive Board will decide within ten (10) days whether the matter will be sent to arbitration. The President of the Association will notify, in writing, the Superintendent of the decision within five (5) days of the Association Executive Board's decision.

   c. Upon receipt of a request for arbitration, the Association and the Superintendent, or his/her designee, shall attempt to agree on an arbitrator. If an arbitrator is not selected within five (5) days after the Association's request for arbitration, the parties shall request a list of arbitrators from the American Arbitration Association (AAA). The selection of an arbitrator, and the conduct of the proceedings before the arbitrator, shall be made in accord with the rules and regulations of the AAA.

   d. The arbitrator shall render a written decision within fifteen (15) working days of the hearing, unless otherwise mutually agreed-upon by both parties and the arbitrator.

   e. All fees and expenses of the arbitrator shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring same.

   f. In arriving at a decision or proposed decision on the propriety of the proposed suspension action, the arbitrator may consider the unit member's personnel records during the last four (4) years.

   g. The decision of the arbitrator shall be binding upon all parties.

h. During the arbitration procedure, implementation of any suspension decision by the Board of Education shall be stopped pending the rendering of the decision of the arbitrator.

i. During the appeal procedures, a unit member may, at his/her request:

(1) Represent himself/herself;
(2) Have representation by the Association;
(3) Have representation by any other person, including legal counsel, so long as that other person is not a representative of another employee organization of the District.

j. The arbitrator shall have no power to add, subtract, or modify the terms of this contract or applicable rules and/or regulations which have the effect of law.

k. The arbitrator shall have no power to change any practice, policy, or rule of the District.

l. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. The District and the Association are responsible for the payment of their own representatives and witnesses involved in any hearing.

m. If time limits set forth in this article are not met by the unit member or the Association, the Board of Education's decision shall not be subject to the appeal procedures and the Board of Education's decision shall be binding upon all parties. If time limits set forth in this article are not met by the Superintendent or the Board of Education, the suspension proceeding shall be dropped.

n. In making his/her decision, the arbitrator may only:

(1) Affirm the suspension in its entirety;
(2) Modify the duration of the suspension; or
(3) Reject the suspension.

o. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services and expenses of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties. The court reporter shall deliver a copy of the proceeding to each party within fifteen (15) days.

p. If, at any point during the suspension proceedings, the Board of Education or the arbitrator find in favor of the unit member, the records of said suspension proceeding, beginning with the Superintendent's notice of suspension, shall not be placed in the unit member's District personnel file.

## ARTICLE XXVI

## TERM OF THE AGREEMENT

This agreement shall remain in full force and effect from July 1, 2025 through June 30, 2028.

The parties agree that this constitutes the entire agreement between the parties and settles all demands and issues on all matters subject to collective bargaining, including matters related to such items and effects thereof, including any demands made by either party during negotiations and subsequently dropped.

Article XXVII (Compensation and Benefits)* and up to two (2) articles by STEA and two (2) articles by the District may be reopened for the 2026-27 and 2027-28 school years.

*The parties acknowledge that bargaining over Article XXVII (Compensation and Benefits) remains open to negotiate upon the following:

- The 2025-26 school year is contingent upon the LCFF Statutory COLA being greater than 2.75%.

- The 2026-27 school year is contingent upon the LCFF Statutory COLA being greater than 3.0%.

- The 2027-28 school year is not contingent, and Compensation and Benefits remain open to negotiation.

## ARTICLE XXVII

## COMPENSATION AND BENEFITS

A. COMPENSATION

Salaries for certificated unit members shall be paid pursuant to the attached Salary Schedules, Appendices A and E. Salaries for CTE-only unit members shall be paid pursuant to the attached Salary Schedules, Appendices F and E. Part-time unit members will be paid on a pro rata basis.

B. INSURANCE BENEFITS

Effective October 1, 2025, the District agrees to pay $14,500 annually per full-time bargaining unit member for member and dependent(s) medical/pharmaceutical, dental, vision, and life insurance coverage. For part-time teachers, health benefits will be pro-rated as referenced in Article XI.

Insurance benefits for part-time unit members shall be on a pro-rata basis for those employees who work below 0.75 total FTE referenced in Article XI.N.

If there are any increases in premiums for any fringe benefits listed above prior to renegotiation of salaries and fringe benefits for the succeeding year of the contract, the Board may deduct the amounts of the increases from the bargaining unit employees' pay warrants.

The Lake Tahoe Unified School District (“District”) and the South Tahoe Educators Association (“STEA”) mutually agree that effective October 1, 2008, the health insurance carrier providing coverage (medical and pharmaceutical) shall be California’s Valued Trust. Unit members of STEA may select from the available options.

Dental and vision insurance will continue to be provided by California’s Valued Trust. Life insurance will be provided by Kansas City Life effective October 1, 2022.

## ARTICLE XXVIII

## CATASTROPHIC LEAVE BANK

A. CREATION

1. The Association and the District agree to create a Catastrophic Leave Bank effective 4/1/01. The Catastrophic Leave Bank shall be funded in accordance with the terms of section B below.

2. For the purposes of this section, a “day” shall be any day a unit member is expected to be on duty as determined by the terms of this agreement.

3. Days in the Catastrophic Leave Bank shall accumulate from year to year.

4. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.

5. A three (3) member Catastrophic Leave Bank Committee appointed by the Association shall administer the Catastrophic Leave Bank. The terms of the Committee shall be staggered three-year terms. Initial appointments shall be for one (1), two (2), and three (3) years. The LTUSD Human Resources Director or their designee shall be a non-voting member.

B. ELIGIBILITY AND CONTRIBUTIONS

1. All unit members .5 FTE and above with the District at the time contribution are eligible to contribute to the Catastrophic Leave Bank.

2. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank unless otherwise mutually agreed upon in writing.

3. Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible have a waiting period of 60 working days after joining the Bank before becoming eligible to withdraw from the Bank.

4. The contribution, on the appropriate form, shall be authorized by the unit member and continued from year to year until canceled by the unit member.

5. Cancellation occurs automatically whenever a unit member fails to make her/his annual contribution or assessment. Cancellation, on the proper form, may be effected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the bank shall not be returned if the unit member effects cancellation.

6. Contributions shall be made between July 1 and October 1 of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within 30 calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new unit

members and those unit members returning from leave.

7. The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave, which shall be deemed to equate to the legal minimum required by Education Code 44043.5.

    a. An additional day of contribution will be required of participants if the number of days in the Bank falls below 25. Catastrophic Leave Bank unit member participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a Catastrophic Leave Bank unit member participant has no remaining sick leave at the time of the assessment, she/he need not contribute the additional day to remain a participant in the Catastrophic Leave Bank.

    b. If the number of days in the Bank at the beginning of a school exceeds 100, no contribution shall be required of returning unit members. Those unit members joining the Catastrophic Leave Bank for the first time and those returning from leave shall be required to contribute one (1) day to the Bank.

C. WITHDRAWAL FROM THE BANK

1. Catastrophic Leave Bank participants whose sick leave is exhausted may withdraw from the Bank for catastrophic illness, injury, or recurring medical treatments. “Catastrophic illness or injury” shall be defined as any illness, injury, or recurring medical treatment, that incapacitates a unit member or a member of the unit member’s immediate family for over ten (10) consecutive duty days which requires the unit member to take time off work to take care of their self or their family member. “Recurring medical treatment” shall be defined as any serious, medically-necessary, regimented course of therapy, such as radiation, dialysis, chemotherapy, or other necessary medical treatment which would result in additional intermittent medical treatment requiring the unit member’s absence from work. If, after Catastrophic Leave is taken, and the unit member has returned to his/her regular duties, a reoccurrence of the original illness or injury, or a separate illness or injury, incapacitates a unit member or member of the unit member’s family, within 12 months of the date returned to work, it shall be deemed catastrophic after five (5) consecutive duty days. If the recurrence of the original illness or injury occurs within the same school year, this five consecutive duty days requirement is waived.

2. The term "immediate family" is defined as mother, mother-in-law, father, father-in-law, sister, brother, husband, wife, child, grandmother, son-in-law, daughter-in-law, grandfather, grandchild of unit member or spouse, step-parent, step-child, registered domestic partner (as defined by California Family Code Section 297), or any relative living in the employee’s household. If there are no natural parents, the leave may be granted in the event of the death of a legal guardian or foster parent. Exceptions may be granted by the Superintendent.

3. The first ten (10) days of illness or disability must be covered by the unit member’s own sick leave the first time said unit member qualifies for a withdrawal from the Bank. For subsequent withdrawals within twelve (12) consecutive months, the first five (5) days of illness must be covered by the unit member’s sick leave or leave without pay.

4. If a unit member is incapacitated, the participant's agent or member of the unit member's family may submit applications to the Committee.

5. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) duty days. Unit members may submit requests for extensions of withdrawals as their prior grants expire. A unit member's withdrawal from the Bank may not exceed the statutory maximum period of twelve (12) months.

6. Sick days will be paid at unit member's current daily rate.

7. Unit members applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential; all documents regarding the illness will be kept in a locked file in the Human Resources Director's office. A unit member's withdrawal may not exceed the statutory maximum period of twelve (12) consecutive months.

8. If a unit member has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the unit member's expense. The Committee shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review will terminate the member's continued withdrawal from the Bank. The committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report. The participant may appeal any termination under the procedures outline in section 12 below.

9. Leave from the Bank may not be used for illness or disability which qualifies the unit member for work compensation benefits unless the unit member has exhausted all worker compensation leave, his/her own sick leave, and provided further that the unit member signs over any worker compensation checks for temporary benefits to the District. If there are any worker compensation checks signed over to the District, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the work compensation payment is equivalent to a regular day of pay at the negotiated rate for that unit member. If the District challenges the work compensation claim, the unit member may draw from the Bank, but upon settlement of the claim, the Bank shall be reimbursed the days by the District.

10. When the Committee may reasonably presume that the applicant for a draw may be eligible for a Disability Award or a Retirement under STRS or, if applicable, social security, the Committee (as defined in A.5.) may request that the District have the unit member apply for disability or retirement. Failure of the unit member to submit a complete application, including medical information provided by the unit member's physician, within twenty (20) calendar days of the request shall disqualify the unit member for further Catastrophic Leave Bank payments. Any request for additional medical information from STRS or Social Security shall be submitted within ten (10) days or the unit member's entitlement to Catastrophic Leave Bank cease. If denied benefits by STRS or Social

Security, the applicant must appeal or entitlement to the Catastrophic Leave Bank shall cease.

11. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of the withdrawal, because of insufficient days to fund the request, they shall notify the unit member, in writing of the reason for the denial.

12. Withdrawals shall become effective immediately upon exhaustion of sick leave or the waiting periods provided for in section B.3. and C.3., whichever is greater. For example, if a unit member contributed when first eligible to contribute and had ten (10) days of accumulated sick leave when the illness began, she/he shall begin withdrawing upon the eleventh ($11^{th}$) duty day, if otherwise eligible. If the unit member had fifteen (15) days of sick leave at the beginning of the illness, she/he shall begin withdrawing days on the sixteenth ($16^{th}$) duty day. If the unit member had five (5) days of sick leave at the beginning of the illness, she/he shall begin withdrawing days on the eleventh ($11^{th}$) duty day.

13. Catastrophic Leave Bank unit member participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within thirty (30) days of denial, appeal, in writing, to the Executive Board of the Association. The Executive Board shall hold a hearing within fifteen (15) days. The Executive Board shall issue a confidential written decision within fifteen (15) days of the hearing. If the unit member's incapacitation does not allow participation in this appeal process, the unit member's agent or member of the family may process the appeal. The determination of the Committee is final and not grievable.

D. ADMINISTRATION OF THE BANK

1. The Catastrophic Leave Bank committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing to the unit member participants, to the Association, and to the District.

2. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.

3. Applications shall be reviewed and may be investigated, and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.

4. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.

5. By October $31^{st}$ of each school year, the District and the Committee shall agree on the following:

a. The total number of accumulated days in the Bank on June 30th of the previous school year.

b. The number of days contributed by unit members for the current year.

c. The names of participating unit members.

d. The number of days contributed by the District.

e. The total number of days available in the Bank.

6. By the tenth (10th) day of each calendar month, the District and the Committee shall verify the following:

   a. The names of any additional unit members who have joined accordance with section B.

   b. The names of any unit members who have canceled participation in accordance with section B.

   c. The total number of days in the Bank at the beginning of the previous month.

   d. The total number of days added to the Bank by new participants.

   e. The total number of days awarded during the previous month and to who they were awarded.

   f. The total number of days remaining in the Bank on the last day of the month.

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

# Lake Tahoe Unified School District
## CERTIFICATED SALARY SCHEDULE 2026-2027

| YEAR | I | II | III | IV | V | VI |
|---|---|---|---|---|---|---|
| | BA | BA + 15 | BA + 30 | BA + 45 | BA + 60 | BA + 75 |
| 1 | $63,220 | $63,223 | $63,225 | $63,226 | $63,228 | $69,010 |
| 2 | $63,223 | $63,225 | $63,226 | $63,228 | $69,010 | $72,465 |
| 3 | $63,225 | $63,226 | $63,228 | $69,010 | $72,465 | $75,917 |
| 4 | $63,226 | $63,228 | $69,010 | $72,465 | $75,917 | $79,362 |
| 5 | $63,228 | $69,010 | $72,465 | $75,917 | $79,362 | $82,811 |
| 6 | $69,010 | $72,465 | $75,917 | $79,362 | $82,811 | $86,265 |
| 7 | $72,465 | $75,917 | $79,362 | $82,811 | $86,265 | $89,718 |
| 8 | | $79,362 | $82,811 | $86,265 | $89,718 | $93,167 |
| 9 | | $82,811 | $86,265 | $89,718 | $93,167 | $96,616 |
| 10 | | | $89,718 | $93,167 | $96,616 | $100,070 |
| 11 | | | $93,167 | $96,616 | $100,070 | $103,520 |
| 12 | | | | $100,070 | $103,520 | $106,978 |
| 15* | | | | $103,460 | $106,911 | $110,367 |
| 21* | | | | | $110,300 | $113,758 |
| 24* | | | | | | $117,147 |
| 26* | | | | | | $120,538 |
| 28* | | | | | | $127,598 |
| 29* | | | | | | $134,658 |

An additional $2,320 per year will be granted for every Master's and/or Doctorate degree awarded from an accredited college or university.

INITIAL SALARY PLACEMENT:

| Prior Year Service | Years Allowed | Placement |
|---|---|---|
| 1 | 1 | 2 |
| 2 | 2 | 3 |
| 3 | 3 | 4 |
| 4 | 4 | 5 |
| 5 | 5 | 6 |
| 6 | 6 | 7 |
| 7 | 6 | 7 |

TOTAL DUTY DAYS: 183 (180 teaching/duty days + 2 preparation days + 1 staff development day)

Teachers who do not hold a valid California teaching credential, including those with emergency permits, intern permits or waivers will be placed on column I.

*Professional Teacher Increment amounts for Years 15, 21, 24, and 26 as well as longevity for Years 28 and 29 are included in the total salary amounts reflected for those respective years.

## APPENDIX B

## SALARY SCHEDULE CLASSIFICATIONS

### CLASSIFICATIONS

I. All unit members holding a regular California credential and a bachelor's degree shall be placed in Classification I.

II. All unit members holding a bachelor's degree and fifteen (15) units of credit beyond the bachelor's degree shall be place in Classification II.

III. All unit members holding a bachelor's degree and thirty (30) units of credit beyond the bachelor's degree shall be place in Classification III.

IV All unit members holding a bachelor's degree and forty-five (45) units of credit beyond the bachelor's degree shall be placed in Classification IV.

V. All unit members holding a bachelor's degree and sixty (60) units of credit beyond the bachelor's degree shall be placed in Classification V.

VI. All unit members holding a bachelor's degree and seventy five (75) units of credit beyond the bachelor's degree shall be placed in Classification VI.

An additional amount of money as specified on the salary schedule shall be granted to the holders of each master's and/or doctoral degree earned from an accredited institution of higher education.

A professional increment shall be paid for unit members who qualify (see Appendix D).

## APPENDIX C

## SALARY SCHEDULE - CONDITIONS AND DEFINITIONS

PLACEMENT ON THE SALARY SCHEDULE At the time of initial employment, a teacher will be placed on the salary schedule in the appropriate column reflecting the number of semester units acquired beyond the bachelor's degree.

Additionally, a teacher shall be granted credit, vertically, on the salary schedule for all paid public school service up to and including six years; maximum placement may be Step 7. Only a complete school year will be counted as a year of prior service, although partial years may be added together to constitute a full year, provided the partial years were each at least a half school year. Not more than one year credit shall be given for any and all partial assignments.

Additionally, a School Nurse and Speech Language Pathologist shall be granted credit, vertically, on the salary schedule for all paid professional nursing and speech experience within their field up to and including six years; maximum placement may be Step 7.

Experience for Peace Corp teaching shall be granted if the unit member held a valid teaching credential at the time and the teaching was at a comparable level as determined by the District. This section shall apply only to those unit members hired after July 1, 1977, but shall not exclude those unit members being presently paid for such service.

At the District's option, unit members may receive credit for private school experience.

BACHELOR'S DEGREE A bachelor's degree must be from an accredited college or university as recognized or accepted by the State of California.

UNITS All units for salary schedule placement are in terms of accredited college semester units. Credit will be given for quarter or other type units, but only on the basis of semester-unit equivalency.

Quarter (1/4) units are converted to semester units by multiplying the quarter units by two-thirds (2/3). If this multiplication results in a fraction that, when added to the other semester units, is within one-half (1/2) unit from the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number and the teacher shall be placed on the next column.

At the time of initial employment, only those upper division units acquired beyond the bachelor's degree will count toward proper column placement. Other units or credits may be approved for initial salary placement at the discretion of the Superintendent.

VERIFICATION It is the unit member's responsibility to see that the District receives verification of all experience and training. Forms for this purpose shall be available at the District Office.

Correspondence bearing a district letterhead from another school district and signed by a personnel officer is an acceptable source of verification for experience.

All units shall be completed by September 1st if a unit member wishes to move on the salary schedule. Only the Board of Education, or its designee, can authorize an extension of time.

Units shall be verified by official transcript; however, a grade card or other verification is acceptable on a temporary basis not to exceed one (1) year. If official receipts are not submitted to the District Personnel Office within the one (1) year period, the unit member's salary may be adjusted by the District to the appropriate column which reflects those units for which the District had received official transcripts.

Understanding that many colleges grant degrees on specific dates, generally at the end of the Spring session and at the end of the Fall session, it is possible for an individual to have completed all degree requirements but because of a late conferment date to not receive official verification until the following semester. Therefore, upon completion of all requirements for a Masters and Doctorate degree prior to September 1, a letter on college letterhead will be accepted from the registrar of the college or university verifying the anticipated date of completion of all course work and other degree requirements. The actual conferment date shall be verified by official transcript using the same conditions for verification of salary credit as stipulated in Appendix C pages iii-iv.

## APPENDIX D

## SALARY SCHEDULE - GENERAL CONDITIONS

A. Horizontal movement on the salary schedule shall be based on units above the bachelor's degree and must meet the following criteria:

1. Shall be approved by the school principal and be related directly to the subject taught, grade level taught, school level taught, a service performed by the unit member or be a planned program of professional improvement approved or recommended by the Superintendent or his designee.

2. Shall be acceptable if a grade or mark is at least "C" or passing.

3. Shall be at least upper division units unless specifically approved by the unit member's supervisor or designated as an approved part of the District's in-service program.

4. Shall not be a repeated course as identified by a course description, course number, and/or course content.

5. Shall be reflective of a course or courses specifically or generally identified by a principal/supervisor to the unit number if the principal/supervisor feels that the unit member has a weakness that might be remedied by such a course.

B. Vertical movement on the salary schedule is based on one (1) year of service. One year of service is defined as sixty percent (60%) of the number of days that the regular schools of the District are in session. Vertical movement on the salary schedule shall be contingent upon the certificated employee being rated at least "acceptable or better" on each item considered in the year-end formal evaluation. Prior to the date of final evaluation, written notice shall have been given of potential below satisfactory areas of performance. If a review of the evaluation by the Superintendent results in the District's deciding to change the original evaluation, the salary freeze shall be lifted retroactively.

C. Partial teaching inside District (full semester teaching within the District in either probationary, permanent, or temporary status) may be added together without limitation for placement on the salary schedule. (In order for this provision to be operative, each unit member must notify the District within thirty (30) days after this agreement has been ratified of such experience in order to receive credit on the salary schedule).

D. The professional increment shall be granted only to those unit members who meet the following criteria:

1. Have a bachelor's degree and forty-five (45) units above the degree and have fifteen (15) years of teaching experience.

2. Have a bachelor’s degree and sixty (60) units above the degree and have twenty-one (21) years of teaching experience.

3. Have a bachelor's degree and seventy-five (75) units above the degree and have twenty-four years of teaching experience.

4. Have a bachelor's degree and seventy-five (75) units above the degree and have twenty-six years of teaching experience.

5. Have been rated at least "acceptable or better" on each item considered in evaluation.

Failure to maintain ratings of "acceptable or better" will result in the forfeit of the professional increment.

E. Verification - It is the unit member's responsibility to see that the District receives verification of all experience and training.

Quarter (1/4) units are converted to semester units by multiplying the quarter units by two-thirds (2/3). If this multiplication results in a fraction that, when added to the other semester units, is within one-half (1/2) unit from the required units for qualifying for the next column, the fraction shall be rounded up to the next whole number, and the unit member shall be placed on the next column.

Units will be credited and movement to the next appropriate column of the salary schedule as of September of each year. Only the Board of Education can authorize an extension of time. To be eligible for column movement, the unit member must notify the District Personnel Office of a possible column change by June 1 of the preceding year.

Units shall be verified by official transcript; however, a grade card or other verification is acceptable on a temporary basis not to exceed one (1) year. If official transcripts are not submitted to the District Personnel Office within the one-year period, the unit member's salary may be adjusted by the District to the appropriate column which reflects those units for which the District had received official transcripts.

F. Conference Units - When a unit member attends training paid for by the District, and the training occurs on a unit member's work day, #1 - #4 below apply. When a unit member attends training paid for by the District, and the training occurs outside a unit member's work day, a unit member may be granted salary credit and #1, #2, and #4 apply.

1. There is credit offered by an accredited college or university as recognized or accepted by the State of California.

2. The credit will be documented by official transcript in the form of semester or quarter units.

3. The units member is required to do additional work outside of the conference attended.

4. The salary credit is paid for by the unit member.

**LAKE TAHOE UNIFIED SCHOOL DISTRICT**
**COMPENSATION FOR EXTRA OR ADDITIONAL SERVICE RESPONSIBILITIES**
**APPENDIX E**

**BASIC POLICY:** It is recognized by the Board of Education that the meeting of normal professional responsibilities may involve large amounts of teacher time outside of classroom hours. It is the general policy of the Board that no extra duties are granted for assignments for which time is provided within the school day. A reasonable amount of extra school duties are recognized as being part of the teacher's regular responsibilities, and compensation for these is included in the salary schedule.

Certain responsibilities, however, require excessive time in addition to regular class assignments or out-of-school duties. Should there be any assignment listed which may be handled largely within the extended school day, the District shall not be obligated to pay additional salary for this responsibility. It is recognized that the following responsibilities may, in many cases, exceed the school year, excluding the Department Chairperson.

All appointments to these positions shall be on the recommendation of the Site Administration and the approval of the Board.

All positions are paid the indicated percentage of the annual salary rate based on I-1 of the current Certificated Salary Schedule, Appendix A. Not all positions are filled every year.

**HEAD COACH – HIGH SCHOOL**

| | |
|---|---|
| Alpine Skiing | 6.0% |
| Baseball | 7.0% |
| Basketball (Boys) | 7.5% |
| Basketball (Girls) | 7.5% |
| Cheerleader (Basketball) | 6.0% |
| Cheerleader (Football) | 6.0% |
| Cross Country (Boys) | 6.0% |
| Cross Country (Girls) | 6.0% |
| Football | 7.5% |
| Golf (Girls) | 6.0% |
| Golf (Boys) | 6.0% |
| Nordic Skiing | 6.0% |
| Soccer (Boys) | 6.0% |
| Soccer (Girls) | 6.0% |
| Softball | 7.0% |
| Swimming | 6.0% |
| Tennis (Boys) | 6.0% |
| Tennis (Girls) | 6.0% |
| Track (Boys) | 7.0% |
| Track (Girls) | 7.0% |
| Volleyball | 7.0% |
| Wrestling | 7.0% |

**ASSISTANT COACH – HIGH SCHOOL** ..... 5.0%

**COACH – MIDDLE SCHOOL** ..... 5.0%

**DIRECTOR**

| | |
|---|---|
| Activities – STHS | 7.0% |
| Activities – STMS | 3.5% |
| Athletics – STHS | 7.5% |
| Athletics – STMS | 6.0% |
| Choral Music – STHS | 3.5% |
| Music – STHS | 6.0% |
| Music – STMS | 3.5% |
| Drama – STHS | 5.0% |

**OTHER**

| | |
|---|---|
| Academic Decathlon | 3.5% |
| Categorical Programs/GATE | 3.5% |
| Curriculum Cluster Leader – STMS | 4.0% |
| Site Tech Rep | 4.0% |
| Site Testing Coordinator | 3.0% |
| Elementary Grade Level Leads (7/District) | 3.0% |
| Elementary Lead Teacher | 4.0% |

**DEPARTMENT CHAIRS**

| | |
|---|---|
| CTE | 4.0% |
| ELD (English Language Development) | 4.0% |
| English | 4.0% |
| LOTE (Language Other than English) | 4.0% |
| Math | 4.0% |
| P.E./Health | 4.0% |
| Science | 4.0% |
| Social Studies | 4.0% |
| Special Education | 4.0% |
| Librarian – High School | 4.0% |

**EXTRA-CURRICULAR DUTY STIPEND**

| | |
|---|---|
| STHS | $400/yr |
| STMS | $200/yr |

1. Specific job descriptions shall be provided for each extra-service position.
2. The term "head coach" is applied only to the person chiefly responsible for a varsity team; all other coaches are deemed assistant coaches. The head coach shall participate during the season, approve their practice and game schedules, and complete a written evaluation of their effort at the conclusion of the season.
3. Any individual having the titles of both head coach and assistant coach in one sport must perform as two separate coaches in order to be so compensated. (For example, if a head coach also serves as assistant coach for a junior varsity team, he must direct or participate in each separate practice session, be present at each separate game, etc.)
4. Annual extra-duty stipends are added to the salaries of STHS and STMS teachers in recognition of the required extra-curricular student supervision duties outside of the regular work day.

a. For unit members at STHS:
   Work five (5) events each year. E.g., Three (3) athletic events and two (2) dances.
   Credit members with club advisory roles: two (2) event credits for being an advisor.
   Credit members with class advisory roles: two (2) event credits for being an advisor.
b. For unit members at STMS:
   Work three (3) events each year. E.g., Two (2) athletic events and one (1) dance.
   Credit members with club advisory roles: two (2) event credits for being an advisor.

5. The annual stipend for extra-curricular duties shall be paid to a unit member in a lump sum amount only after all individual extra-curricular duty has been completed. Upon submission and approval of paperwork, payment will be ordered for the next payroll submission.
6. Curriculum Cluster Leaders (STMS), Department Chairs (STHS), and Lead Teachers (Elementary) will be re-posted every three (3) years, allowing eligible staff to apply. These positions will be selected through collaboration between the principal and teachers within the group they will lead.
   a. A unit member who coached in the 2021-2022 school year whose extra duty compensation is less as a result of the 2022-2023 revisions to the Appendix E Schedule will be grandfathered at their 2021-2022 coaching rate until compensation is equivalent or higher than their grandfathered rate.

## APPENDIX F

**Lake Tahoe Unified School District**
For Full time – Hourly Paid
**Career Technical Education Instructors**

1. **Career Technical Education Salary Schedule Placement:**
Initial placement on the Career Technical Education salary schedule shall be based upon the point system listed below. The total points from the three sections will determine the placement on the Career Technical Education hourly salary schedule.

**I. Education Factor** — **Points***

| Applicable Academic Preparation | Related | Non-Related |
|---|---|---|
| High school diploma or equivalent | 1 | 1 |
| One year college | 2 | 1 |
| Two years or Associate of Arts degree | 4 | 2 |
| Three years college | 6 | 3 |
| Bachelor's degree of 120 units | 8 | 4 |
| Master's degree or 30 units beyond Bachelor's | 10 | 5 |

* Points shall be given when course work has been verified on an official college/university transcript and approved by the Superintendent. Points are given at one level of applicable academic preparation only.

**II. Related Trade Experience Factor**

| Related Trade Experience | Points* |
|---|---|
| Minimum 2 years | 1 |
| 3 to 5 years | 3 |
| 6 to 8 years | 6 |
| 9 to 11 years | 8 |
| 12 years or more | 10 |

* Points shall be given for trade experience related to the subject taught. Points are given at one level of applicable related trade experience only.

**III. Related Teaching Experience Factor**

| Related Teaching Experience | Points* |
|---|---|
| None | 0 |
| 1 year | 2 |
| 2 years | 4 |
| 3 years | 6 |
| 4 years | 8 |
| 5 years or more | 10 |

* Points shall be given for teaching experience related to the subject taught. Points are given at one level of applicable related teaching experience only.

Sum of points from Factor I, II and III determine the starting step on the Career Technical Education hourly salary schedule.

| | |
|---|---|
| Step 1 | 0-9 |
| Step 2 | 10-15 |
| Step 3 | 16-20 |
| Step 4 | 21-25 |
| Step 5 | 26-30 |

**2. CTE Salary Schedule Movement**

a. Upon receiving an acceptable or better evaluation, annual step increases will be granted to instructors who taught at least seventy-five (75%) of the previous school year, exclusive of the summer term.

b. Fifteen semester units of course work from an accredited college/university may be applied toward a step increase. Units earned for salary advancement must be approved in advance by the Superintendent.

   i. "Continuing Education Hours" will be counted at 10% of the actual hours of attendance based upon written verification on official college/university transcript. For salary credit purposes, Continuing Education Hours must be approved in advance by the Superintendent.

   ii. Career Technical Education instructors must notify the Superintendent's office by June 1st if they anticipate completing college/university course work, or Continuing Education Hours to be used toward a step change on the salary schedule. An official transcript or official grade card or other official verification of course completion must be submitted to the Superintendent by September 1st to verify all such work.

c. Career Technical Education teachers will receive 7.0 hours per regular workday to include preparation time and to compensate for the additional time required of regular unit members before and after school. CTE teachers are required to attend regular staff or department meetings; they will be compensated at the certificated hourly rate.

**3. Insurance Benefits**

The District agrees to pay the certificated benefit per full-time bargaining unit member for member and dependent medical/pharmaceutical, dental, vision, and life insurance coverage (see Article XXVII.B. Compensation and Benefits). For part-time CTE teachers, health benefits will be pro-rated as referenced in Article XI.N.

# APPENDIX F

## LAKE TAHOE UNIFIED SCHOOL DISTRICT

2026-2027 Career Technical Education

### Salary Schedule

Career Technical Education Instructors (CTE Credential Only)

| STEP | 2026-2027 HOURLY RATE |
|---|---|
| 1 | $ 47.64 |
| 2 | $ 50.61 |
| 3 | $ 53.65 |
| 4 | $ 56.90 |
| 5 | $ 59.63 |
| 6 | $ 61.11 |
| 7 | $ 62.53 |
| 8 | $ 64.03 |
| 9 | $ 65.47 |
| 10 | $ 67.01 |
| 11 | $ 68.53 |
| 12 | $ 71.49 |

# MEMORANDUM OF UNDERSTANDING

By and between

## LTUSD and STEA

### November 13, 2017

The district will support approved students taking an a-g and/or NCAA online course by providing a subject-matter qualified credentialed teacher to provide academic support. Each term, the South Tahoe High School Online Facilitator will, under the guidance of the counseling department, submit a list of students needing support to respective Department Chairs for assignment to an appropriately credentialed teacher on a voluntary basis. Online Facilitators may be assigned more than one online student in a term, if needed, not to exceed 5 students per term except in extreme circumstances.

For classes not requiring labs, the minimum compensation for the credentialed online support services will be a block of 5 hours per student paid at the current Certificated Hourly Rate. If the equivalent allocated time exceeds the 5-hour block, Facilitators may request, from their department chair and principal, an additional 5 hour block based on a required activity log (completed by the Facilitator) outlining incidents of support and student progress. Final grades will be transferred into Aeries after a collaborative review by the Online Facilitator.

For classes requiring labs, the compensation for the credentialed online support services will be paid hourly at the current Certificated Hourly Rate in addition to the 5 hour support block. The compensation includes grading and evaluating labs or portfolios. In order to qualify for CalSTRS credit, Online Facilitators shall submit monthly timesheets for this work.

The online students will initially meet with the Online Facilitator, and said Facilitator will maintain an activity record of student contacts and incidents including those reviewing online student assignments and performance (see attached form). Facilitators are encouraged to schedule meetings, when appropriate, during before and after school hours.

This offer is effective retroactively to July 1, 2017.

This Online Facilitator support program will be reviewed and/or revised before the end of the 2017-18 school year.

By: _____
Dr. James R. Tarwater
District Representative
Lake Tahoe Unified School District

By: _____
Carla Zezula
Association Representative
South Tahoe Educators' Association

By: _____
Jodi Dayberry
President
South Tahoe Educators' Association

# MEMORANDUM OF UNDERSTANDING

By and between

## LTUSD and STEA

### December 15, 2017

In 2010, California signed onto CCSS (Common Core State Standards) marking a shift in teaching. In 2014, the way public education is funded in California changed to LCFF (Local Control Funding Formula) and focuses on stakeholder input via the LCAP (Local Control Accountability Plan). The parties agree that STEA (South Tahoe Educators' Association), as the exclusive representative of the certificated employees, has the right to consult on intervention goals, the determination of the content of courses and curriculum, and the selection of assessment protocol.

The parties agree the following procedures shall be used:

1. The parties shall jointly manage the CCSSAC (Common Core State Standards Advisory Committee).
    a. The committee shall be composed of twenty-seven members, to include ten District members, sixteen STEA Association members, and the President of the local California School Employees Association (CSEA).
        i. The District members shall be the Superintendent or designee, one Principal from each site, and three District Coordinators.
        ii. The STEA Association members shall be the Association President or designee, two Association members from each school site, and one Association member from Mt. Tallac Continuation High School, Al Tahoe School, and Special Education, respectively.
        iii. Each party shall select their own committee members within the categories delineated in ai and aii.

2. The committee shall meet three times each year, starting in November of each school year.

3. The committee shall discuss and recommend the educational intervention goals, the determination of the content of courses and curriculum, and the selection of assessment protocol to the Superintendent or designee.

By: _____
Dr. James R. Tarwater
District Representative
Lake Tahoe Unified School District

By: _____
Carla Zezula
Association Representative
South Tahoe Educators' Association

By: _____
Jodi Dayberry
President
South Tahoe Educators' Association

**Memorandum of Understanding**
**RE: Dual Enrollment**
Between
Lake Tahoe Unified School District
and
South Tahoe Educators Association

This memorandum of understanding (MOU) is entered into by the parties on the 17th day of May, 2023. The parties agree to meet annually to review and/or negotiate the terms of this MOU. This MOU shall remain in effect until the parties renegotiate the terms of the MOU or until it Sunsets.

1. **Dual Enrollment Course Instruction**

    a. All Dual Enrollment teachers, also known as instructors, teaching dual enrollment courses offered by the LTUSD shall be employees of LTUSD, and recognized by the District as teachers/instructors who are represented by STEA as the exclusive representative for the teaching staff employed by LTUSD.

        i. Dual Enrollment faculty shall be the sole employees of the DISTRICT and the DISTRICT shall be solely responsible for all associated salaries, wages, and benefits due to faculty. LTUSD shall be the employer of record for all teachers/instructors teaching dual enrollment courses for the purposes of compensation, assignment monitoring and reporting to any and all appropriate agencies pursuant to state and federal law, including but not limited to, provision of workers' compensation coverage, payroll taxes, and STRS employer contributions.

        ii. Excluding instructors from the College, partnering in the Collaborative Model, who are solely employees of LTCC (see 5.e below).

2. **Dual Enrollment Course Instruction**

    a. Dual enrollment courses shall only be offered under the premise that dual enrollment courses shall supplement and enrich the LTUSD high school

curriculum program. Dual enrollment courses shall not supplant the high school curriculum program.

b. All dual enrollment courses shall be taught in LTUSD facilities located on LTUSD campuses during regular school hours during the contractual duty day.

c. Dual enrollment courses shall not exceed class sizes outlined within Article XX of the STEA negotiated agreement.

3. **Additional Compensation for Dual Enrollment Instruction**

a. Teachers/instructors teaching dual enrollment courses shall be compensated at $1,000.00 per each Dual Enrollment course, per semester taught.

b. Stipends shall be paid at the end of each semester on the 10th of the month as per IRS regulations.

4. **Professional Development/Instructional Meetings**

a. Teachers/instructors will be encouraged to attend required activities provided by the community college. In the event professional development or instructional meetings are in excess of 12 hours, and beyond the contractual duty day, per course, per semester, the district shall compensate the teacher/instructor at the hourly rate of pay (see Article 18, certificated hourly rate).

5. **Staffing Dual Enrollment Courses**

a. Site administrators will announce Dual Enrollment courses to be offered each year. The district will email all bargaining unit members a list of these courses by May 1st of the preceding school year.
b. All interested high school teachers will apply for the dual enrollment sections by submitting an interest form. (see appendix)
   i. If a teacher has a Masters degree in the specific subject area, she or he has first priority (California Community College requires an individual to have a Masters degree in a subject area in order to qualify to teach a class.)
   ii. If none of the interested teachers have Masters degree in the specific subject area, LTCC will then set up the collaborative model in which an LTCC instructor will co-teach a course with the selected STHS Teacher.
   iii. If more than one member is interested in teaching a dual enrollment course, then the following process will be followed:

1. Site administration (2) and STEA representatives (2) will evaluate all forms.
2. The selection team will discuss and review qualifications of all interested applicants.
3. If more than one qualified candidate, the unit member with the most seniority in the district will be selected.
4. In the event a unit member has taught a specific dual enrollment course for three (3) years consecutively and the course continues to be offered by the district, the next qualified candidate will be selected to teach the course.

c. No teacher/instructor shall be forced to teach a dual enrollment course. The teacher/instructor is also required to sign a Dual Enrollment Instructor agreement with the Community College.

d. Teaching load for any participating teachers/instructors shall be limited to a total of no more than 2 courses per semester (August – December and/or January – June), unless no other interested or qualified candidate has applied.

6. **Course Cancellation**

   a. In the event the district and/or college is unable to offer the course, the course shall be canceled by a date consistent with Community College and the District's procedures and/or schedules.

7. **Dual Enrollment Course Offerings**

   a. Course offerings shall be closely aligned to the current LTUSD master course catalog and shall follow state standards/college required standards.

   b. One (1) semester of a dual enrollment course shall count as one (1) semester toward LTUSD graduation requirements.

   c. Dual enrollment courses shall be limited to courses that are transferable to another postsecondary institution.

8. **Dual Enrollment Course Class Size**

   a. Dual enrollment courses shall not exceed class sizes outlined within Article XX of the STEA negotiated agreement.

10. **Evaluation**

a. Teachers/instructors shall be evaluated by the evaluation process in Article XV, pursuant to the STEA/LTUSD collectively bargained agreement.

b. No LTUSD evaluation nor Community College evaluation shall be shared with the respective parties without permission from the teachers/instructor.

Violations of this MOU shall be subject to the grievance Article VII of the Collective Bargaining Agreement between the parties.

This MOU sunsets at the end of the school year of June 2026, unless the Parties mutually agree in writing to extend it further. The parties also agree to review the MOU and negotiate updates on an annual basis as deemed necessary by either Party without reducing either Parties number of contractual reopeners in regular negotiations.

By: _____
Dr. Todd Cutler
District Representative
Lake Tahoe Unified School District

By: _____
Shaina Lucas
Association Representative
South Tahoe Educators Association

By: _____
Jodi Dayberry
President
South Tahoe Educators' Association

**MEMORANDUM OF UNDERSTANDING**

By and between

**LTUSD and STEA**

**October 6, 2025**

The FLEX SCHEDULE at STHS (South Tahoe High School) is an intervention plan to improve climate, culture and student achievement. Data will be collected at the end of each term and reviewed by a committee of six to ten people composed of District and STHS administrators, STHS Teachers, and STEA (South Tahoe Educators' Association) representatives.

The parties agree the following procedures shall be used:

1. Individual departments will collaborate with its department members to select what is offered. Academic departments may provide a variety of FLEX options, including approximately 1/3study hall, ½ intervention, and 1/3enrichment.
2. All offerings need to be educational in nature.
3. Special Education and ELD can limit their section sizes to best meet the needs of their students.
4. No sections will go over the district class size cap outlined within Article XX of the STEA negotiated agreement.
5. Options may change throughout the year as student and staff needs change, including season and/or place in the academic cycle (beginning vs end of tem1).
6. Teachers will set expectations for their course offering.
7. If a teacher determines that a student is disruptive or truant the student will lose their ability to choose their FLEX selection and instead be placed in a more restrictive/supervised environment provided by the Deans and/or High School Administrators.
8. Additional security and administration presence will be at the parking lots and exit points after the 1st period.
9. The District will work collaboratively with STEA to collect data at the end of each semester (terms) twice a year evaluating student grades, engagement and impact of the offerings on student achievement, suggestions for improvements and staff and student surveys.
10. All Teachers will teach a FLEX selection weekly throughout the school year.

If there are further changes to the schedule at STHS that affect the working conditions of bargaining members, it will be collectively bargained with STEA.

This MOU sunsets at the end of the school year of June 2026.

BY: Todd Cutler (Oct 7, 2025 20:20:48 PDT) Date: 10/07/2025

Todd Cutler, Ed.D
Superintendent
Lake Tahoe Unified School District

BY: Shaina Lucas (Oct 7, 2025 18:46:22 PDT) Date: 10/07/2025

Shaina Lucas
STEA Representative

BY: Nicole Mora Date: 10/07/2025

Nicole Mora
STEA President

**9/8/25 3:04 pm**

# Memorandum of Understanding between
# The
# Lake Tahoe Unified School District
# And
# South Tahoe Educators' Association

**Compensation and Benefits TA**

The District will provide an ongoing increase of $1,250 to the annual District Benefit Cap (effective October 1, 2025), raising the cap to $14,500. The District will also provide a one-time increase of an additional $400 to the annual District Benefit Cap, effective October 1, 2025, raising the cap to $14,900 for the 2025-26 school year only.

In addition, either Party may reopen negotiations over health benefits for the 2026-27 school year if the average health insurance premiums increase is 7.0% or greater.

An insurance committee, composed of 2 certificated, 2 classified, 2 unrepresented staff members, and 1 district administrator, will meet a minimum of 3 times/year to review insurance options and collaboratively provide recommendations on insurance programs and benefits.

As previously ratified, the District and STEA still agree that negotiations can be reopened surrounding salary for the 2026-27 school year if the LCFF statutory COLA is greater than 3.0% based on the 24/25 agreement.

Todd Cutler

Todd Cutler (Sep 5, 2025 16:11:01 PDT)

By:_____
Todd Cutler, Ed.D., Superintendent
District Representative
Lake Tahoe Unified School District

Shaina Lucas (Sep 5, 2025 15:39:50 PDT)

By:_____
Shaina Lucas
Negotiations
South Tahoe Educators' Association

By: Nicole Mora
Nicole Mora
President
South Tahoe Educators' Association

**5/19/26 1:21 pm**

Memorandum of Understanding between
The
Lake Tahoe Unified School District
and
South Tahoe Educators' Association

**TOSA - Math**

The District and STEA agree to a one-year TOSA position to implement and train staff on the math curriculum adoption for the 2026-2027 school year.

At the conclusion of the 2026-2027 school year, the unit member in the position will return to their former school site or may apply to transfer to any open position.

This MOU sunsets at the end of the School year of June 2027 unless the parties mutually agree in writing to extend it further

Shaina Lucas (Aug 17, 2026 11:14:41 PDT)

Nicole Mora 07/14/2026

Alan Reeder (Aug 17, 2026 15:08:39 PDT) 07/14/2026

**6/18/26 1:45pm**

Memorandum of Understanding between
The
Lake Tahoe Unified School District
and
South Tahoe Educators' Association

**Hard to Fill Positions**

The District and STEA agree to provide a stipend to unit members assigned to any of the position types listed below, when holding the required credential(s):

- STIPEND: Education Specialist Teacher with an Education Specialist Credential, Speech Language Pathologist with a Speech-Language Pathology Services Credential, Two-Way Bilingual Immersion Teacher~~,~~ and/or assigned ELD~~/STEEL~~ teachers with a Bilingual Authorization (BCLAD) - $2,000

Unit members assigned to one of these hard to fill positions for at least half of the school year shall be eligible for the full stipend.

This stipend shall not apply to unit members working under emergency credentials or permits.

This MOU sunsets at the end of the 2027-2028 school year, unless the parties mutually agree in writing to extend it.

Shaina Lucas (Aug 17, 2026 11:14:11 PDT)

Nicole Mora 07/14/2026

Alan Reeder (Aug 17, 2026 15:08:10 PDT) 07/14/2026