

Language Change Packet Corrections 3.1

Pages 18-20

Procedures and Steps

A grievance must be filed **within 30 days of the occurrence** of the event ~~on~~ **about** which the grievance is based or the date on which ~~such~~ **the** event could reasonably have been known to be an alleged grievable violation, not to exceed 120 days. Grievances arising from application of ~~Article III, Section 9, of~~ **the Assignment and Transfer section in this agreement CBA** must be filed within 30 days.

~~The~~ **Timelines and procedures herein in this section** will be strictly followed, unless waived in writing by both parties. Failure of the grievant to follow the timelines will mean the grievance is withdrawn. ~~Conversely,~~ **Failure by the District to follow the timelines will automatically qualify the grievance for advancement to the next step. Failure of the Board or its representative(s) District Administration to meet the specified timelines at the final step preceding arbitration shall will result in the requested remedies being granted.**

Grievances relating to interpretation ~~and/or~~ application of this ~~agreement~~ **CBA**, when filed in the name of the Association, may be initiated at Step **3** ~~2~~, as provided below.

Step 1 - Problem Solving

The parties agree every effort should be made to settle problems at the lowest level through informal communication between the employee(s) and his or her or their immediate supervisor(s), or between Association leadership and the District for grievances that would be initiated at Step ~~2~~ 3. The Association and District agree to encourage the use of problem solving prior to initiating formal written grievances.

Grievances will not generally be processed until the employee(s) and, at the employee's, or employees', discretion, an Association representative have attempted informal two-way communication. An informal resolution of a problem must conform to the provisions of this CBA and be reported to the Association President. This step may be bypassed and does not prohibit the initiation of a formal grievance to preserve timelines, or when either party believes a formal process is necessary.

Step ~~1~~ 2 – Immediate Supervisor

The grievant(s) submit(s) a grievance review request (~~Form A~~) to the immediate supervisor, who ~~The supervisor~~ will ~~schedule~~ **propose a mutually agreeable meeting date within ~~five (5)~~ **10** days ~~after~~ **of** receiving the request and ~~will~~ **render** a written decision to the grievant(s) within ~~five (5)~~ **10** days ~~after~~ **of** the formal meeting.**

A copy of the grievance review request will be sent to the Superintendent and the Association President. A copy of the written decision will be sent to the Superintendent and the Association President.

Step 3 – District-Level Administrator

If the grievant(s) is/are not satisfied with the decision of the immediate supervisor at Step 2, the grievant may refer the grievance to the appropriate District-level administrator within 10 days of receipt of the decision and a copy will be given to the grievant's, or grievants', immediate supervisor. The District-level administrator will meet with the grievant(s) within 10 days of the grievance being referred to him or her. Both the District-level administrator and the grievant(s)

may have others present at the meeting who can suggest an acceptable adjustment of the grievance.

The District-level administrator will render a written decision on the grievance and adjustment(s) within 10 days of the grievance being heard. Copies of the decision will be sent to the grievant, the grievant's immediate supervisor, and the Association President.

Step 4 – Appeal to Superintendent

If the grievant(s) is/are not satisfied with the decision of the ~~immediate supervisor~~ District-level administrator at Step 3, ~~the grievant~~ he or she or they may refer the grievance to the Superintendent within ~~ten~~ 10 days ~~after the~~ of receipt of the decision ~~prescribed herein~~, with a copy going to the grievant's immediate supervisor.

The Superintendent will meet with the grievant(s) within ~~ten~~ 10 days ~~after of~~ the grievance ~~has been being~~ referred to him or her. ~~Both~~ The Superintendent and the grievant(s) may have others ~~persons~~ present at the meeting who ~~might contribute to~~ can suggest an acceptable adjustment of the grievance.

The Superintendent will render a written decision ~~concerning~~ on the grievance and ~~any other~~ adjustment within ~~ten~~ 10 days ~~after of~~ the grievance ~~has been being~~ heard. Copies of the Superintendent's decision ~~by the Superintendent~~ will be sent to the grievant, the grievant's immediate supervisor, and the Association President. The Superintendent's office will retain a copy.

Page 30 – Subcommittee A

Teachers on Special Assignment (TOSAs)

Teachers on Special Assignment (TOSAs) provide specialized expertise and resources and may be utilized in many non-evaluative capacities. All TOSAs retain their contractual rights, as defined in this ~~contract~~ CBA.

CPEs ~~are considered TOSAs but~~ are not subject to the provisions in this section. CPEs' ~~in the PAR Program are TOSAs as roles are~~ defined in Article IV, Section II of the "Peer Assistance and Resources" section in this ~~contract~~ CBA. ~~CPEs are not subject to the provisions in this section.~~

~~Any TOSA hired before September 1, 2008, will be grandfathered in his or her position unless he or she is not renewed by the District or opts out of the TOSA position. A leave may be requested by a TOSA from part or all of that TOSA's teaching assignment so an in-building or in-District assignment is held in the meantime.~~ An educator accepting a position posted as a TOSA will be on leave from his or her building assignment for one year. At the end of the first year, a TOSA and/or his or her supervising administrator can decide to return the TOSA to his or her original position and building.

~~Any TOSA positions that becomes available after September 1, 2008, will be posted as a continuing positions, with no leave attached.~~

~~Any TOSA positions that might be created in conjunction with other school D districts will continue for the duration of the agreement with those entities~~ the other districts.

TOSAs who are hired in buildings on TOSA contracts of .8 FTE or higher will be selected by a joint building committee, subject to the approval of the District and the Association.

TOSAs are selected for hire based on required and preferred qualifications. In-building candidates are given first consideration. When the joint committee decides more than one candidate are equally qualified, in-District seniority is the deciding factor.

TOSAs selected to work in buildings outside the District administration building will receive specific job descriptions. A TOSA ~~may~~ will not participate in, or contribute to, the evaluation of any ~~employee~~ educator.

Administrators will receive job descriptions for, and be trained in, the limitations of, TOSAs in their buildings.

TOSAs will be allowed to participate in a PLC with other TOSAs and will be evaluated using the TOSA evaluation form in the Appendix of this CBA.

Pages 31-32

Non-instructional Supervisory Duties

Certificated staff will not be required to do bus duty and/or ~~any~~ other before- or after-school supervision duties for more than five (5) days in a six (6) week period. Staff who are required to attend meetings during their assigned duty time will be excused from bus duty without having to find their own coverage.

Prior to ~~any~~ school building beginning food service programs where food is brought into the classroom, the District will hold a meeting at the impacted building(s) to allow staff to ask questions and express concerns. Concerns will be addressed, and further meetings, held if ~~any~~ subsequent problems arise. Steps will be taken to alleviate ~~those~~ problems to minimize the impact on instruction.

~~In the event~~ If double-shifting of the school day becomes necessary due to increased enrollment and lack of facilities, the following provisions will be made:

- Split shifts will not occur.
- The ~~employee's~~ educator's workday will be as written above, unless the need for building facilities warrants his or her preparation time be spent outside the school building, at which time other arrangements can be made, at the principal's discretion.
- Librarians, counselors, elementary music ~~employees~~ educators, elementary technology, elementary exploratory, and elementary P.E. ~~employees~~ educators will work a regular school day, with the beginning time determined by the building principal.

Pages 61-69

For the 2022-23 school year, the District will make every effort to provide additional FTE to provide specials when schools exceed the number of classrooms above ~~25 or 29~~. If a lack of instructional space prevents adding or reallocating teacher FTE, classes may be combined to keep the number of classes at 25 or 29.

Pages 65-69

Lifeskills (Tier III)

A maximum of ~~eight (8)~~ **nine (9)** students, plus at least ~~six (6)~~ **13** hours per workday of paraeducator time. When the class size reaches ~~nine (9)~~ **10** students, the ~~employee~~ **educator** will choose overload pay or adding a ~~six-hour~~ **6.5-hour** paraeducator. ~~When the class size reaches ten (10) students, the employee will choose overload pay or adding an additional six-hour paraeducator.~~

For students 11 and 12, the classroom ~~teacher~~ **educator** will receive overload pay. If the class size ~~exceeds~~ **reaches** 13 students, the classroom ~~teacher~~ **educator will choose** ~~principal, and Director of Special Services will jointly decide whether to provide an additional six (6)~~ **6.5-hour** paraeducator or continue with overload pay.

Number of Students / Caseload	Number of Classroom Paraeducators
8 or below	1 paraeducator
9	2 paraeducators or overload pay
10	3 paraeducators or overload pay
11 & 12	overload pay
13	4 paraeducators or overload pay

Students	Full Time Paraeducators
9 or fewer students	2 paraeducators
10	3 paraeducators or overload pay
11 & 12	overload pay
13	4 paraeducators or overload pay

When class size exceeds 13 students, the classroom educator, building principal, and Director of Special Services will assess student and staff safety and student need (i.e., classroom scheduling, behaviors, mobility, inclusionary needs, adaptive needs) to determine appropriateness of placement, necessary resources, and/or supports, to include additional **6.5-hour** paraeducator support or overload pay.

Page 71-72 – Subcommittee C (Site Councils)

Section 8: Site-based Decision Making

The District values the participation of employees in the site-based decision-making process. The purpose of site-based decision making is to improve student learning. The District and Association share the commitment to create a positive culture within the District to support the participation of employees in shared decision making. The District and Association will model collaboration by seeking mutually-beneficial solutions to problems, disagreements, and negotiations.

To facilitate this culture, the District and Association agree to the provisions below ~~following~~:

The Board, the administration, and the Association must sign the terms and conditions established ~~in the anchor agreements~~ **in each building's site council charter.**

All schools should try to establish chartered (with bylaws and/or covenants) site councils approved by 70% or more of the ~~employees~~ **educators** who vote on the proposed charter.

A democratic process will be used to select the employees of the site council.

The District and Association will agree to the terms and conditions of ~~any~~ variance procedure.

The parameters of shared decision making by site councils will be limited to ~~those~~ areas that directly affect instruction, like curriculum, instruction design, and materials selection; staff development; building budget; selection of new staff; etc.

~~The District and Association will participate in and support the District Site Council Committee.~~

Funding for ~~chartered and District approved~~ site councils at each building will be as follows: elementary schools - \$3,000; middle schools – \$5,000; high schools - \$7,000; Special Services **Education** - \$3,000; Tri-Tech Skills Center – \$1,500; Juvenile Justice Center - \$1,000; Phoenix - \$1,000; and Keewaydin Discovery Center - \$1,000. This funding must be used to ~~support the wage and benefit costs of members of the Bargaining Unit covered under this CBA for their work on the Building Site Council, to be used at the discretion of the Bargaining Unit members on the site council~~ **compensate educators for site council work or provide compensation for work related to site council (i.e., pay for meetings, professional development, sub coverage, etc.).** Use of these funds (i.e., stipends, per-meeting pay, hourly pay for meetings, professional development, sub coverage, etc.) will be determined by site council members covered under this CBA.

~~In order to~~ **To pay for expenses related to Special Committee work performed by Educators, each building will be funded as follows: elementary schools - \$2,000; middle schools - \$2,500; high schools - \$3,500; Juvenile Justice Center - \$500; Phoenix - \$500; and Keewaydin Discovery Center - \$500.**