

**ARTICLE XIV - REDUCED WORKLOAD PROGRAM**

A. **Definition:**

Part-time employment is defined as follows:

1. A one-half (1/2) time assignment on a daily basis for the number of days which would be required of the employee in a full-time position, wherein the employee is assigned three (3) teaching periods during the fall semester and is assigned two (2) teaching periods and one (1) preparation period during the spring semester; or
2. A full-time teaching assignment for one-half (1/2) year (one (1) semester).
3. A 0.583 FTE assignment on a daily basis for the number of days which would be required of the employee in a full-time position, wherein the employee is assigned three (3) teaching periods during the fall semester and is assigned three (3) teaching periods and one (1) preparation period during the spring semester.

B. **Eligibility:**

To be eligible to enter into a contract for part-time employment, the employee shall meet the following requirements:

1. The employee shall be at least age fifty-five (55) prior to the July 1 preceding his/her participation in the Part-time Employment Program.
2. The employee shall have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment in the District.

C. **Benefits:**

Subject to the approval of the Board, the part-time employment option as described herein shall be contractual at the option of the employee and shall require that the employee pay the full rate of retirement contributions to the S.T.R.S., and that the employer pay its full share of the retirement contributions to the S.T.R.S. Each year of part-time employment as described herein, coupled with the payment of retirement contributions as defined, will entitle the employee to one (1) full year's credit toward retirement as defined by the S.T.R.S. Such option is subject to the following conditions:

D. **Conditions:**

1. The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee. The part time schedule shall be one of the three options specified in Part A above, and shall be mutually agreed to by the District and the employee.
2. The employee shall be paid a salary which is the pro-rata share of the salary s/he would be earning had s/he not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which s/he makes the payments that would be required if s/he remained in full-time employment.
3. The employee shall receive health and welfare benefits in the same manner as a full-time employee.
4. This option is limited to those employees who are otherwise eligible who are not older than sixty-five (65) years of age and is limited to a period of five (5) years.
5. Eligible employees who exercise this option of part-time employment and who complete five (5) years of such employment prior to reaching age sixty-five (65), have the following options:
  - a. Return to full-time employment only with the mutual consent of the employer and employee.
  - b. Continue part-time employment with no continuing provision for accruing full-time service retirement credit and with a reduction to a pro rata District contribution of health and welfare benefits.
  - c. Retire and participate in the District's Early Retirement Program by entering the program at that point on the incentive schedule as determined by his/her age.
  - d. Retire.
6. Enrollment in this Part-time Employment Program does not preclude the employee's option of retirement at any time if s/he is otherwise eligible and his/her voluntary participation in the District's Early Retirement Program.

E. **Application:**

An eligible employee interested in making application for part-time employment shall complete the following steps:

1. Notify his/her immediate administrative supervisor of his/her intent to exercise the option of part-time employment. Such notification should be prior to March 15 in the year preceding the first year of part-time employment.
2. Submit a written request to the Human Resources Office.
3. Upon approval by the Board, execute a written contract with the District governing such part-time employment.

**ARTICLE XV - SAFETY CONDITIONS OF EMPLOYMENT**

- A. The District shall provide safe working conditions in accordance with Federal and State requirements. All alleged violations of safe work conditions shall be reported to the employee's immediate manager or the District Safety Officer.
- B. The District shall post rules for safety and the prevention of accidents.
- C. If an unsafe condition has not been resolved by the District within a reasonable period of time, the employee may submit such alleged violation to the appropriate administrative agency, and shall not process a grievance.
- D. Incidents involving student assault and battery or attempted student assault and battery on staff shall be handled according to Appendix G., but not processed as a grievance. When the immediate manager or his/her designees become aware of a student's history of unprovoked attack on students or staff and/or incidents of assault and battery on staff and s/he reasonably believes that staff safety is in jeopardy, s/he shall provide essential information to the appropriate staff.

When an administrator becomes aware of a threat against a teacher, s/he shall take the threat seriously and immediately evaluate it for further action. The administrator shall conduct an investigation of the threat, in accordance with District established procedures, and inform the unit member of the results of the investigation and any action taken. If the administrator deems that the threat poses a risk to the safety of a unit member, s/he shall notify the unit member and the District Office. A plan shall be developed to protect the safety of the teacher. If the teacher is not satisfied with the determination at the site level, s/he may appeal to the administrator responsible for pupil personnel services at the District office for assistance in the matter.

The substance of disciplinary action taken by the District against students/persons committing assault/battery shall not be the subject of a grievance.

With respect to assault and battery in regard to a teacher, nothing contained herein shall preclude the rights of employees to exercise their lawful rights per Section 48901 of the Education Code.

- E. The District shall provide a legal defense for an employee in any litigation brought against an employee while acting within the scope of his/her employment, as provided by the Government Code and applicable insurance policy provisions.

Information in the possession of District pertinent to the litigation shall be readily available without cost to the employee unless contrary to law.