

A G R E E M E N T

Between

THE BOARD OF EDUCATION

of the

ROWLAND UNIFIED SCHOOL DISTRICT

and

THE ASSOCIATION OF ROWLAND EDUCATORS/CTA/NEA

Effective

July 1, 2017

Through

June 30, 2019

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ARTICLE I
TERM

1.1 This agreement is effective **July 1, 2017** unless specified elsewhere in this contract and shall remain in full force and effect up to and including **June 30, 2019**, and thereafter shall continue in effect year-by-year unless one (1) of the parties notifies the other in writing no later than June 30 of the final year of the agreement of its request to modify, amend, or terminate the agreement.

Negotiations shall resume in January, 2019 for discussions related to the 2019-20 school year with all articles open following the Sunshine process.

1.2 Any individual contract between the Board and an individual Bargaining Unit Member heretofore executed shall be subject to and consistent with the terms and conditions of this agreement.

This agreement shall supersede any rules, regulation, or practices of the Board that are inconsistent with specific provisions contained herein.

ARTICLE II
RECOGNITION

2.1 The Board recognizes the Association of Rowland Educators/California Teachers Association/National Education Association, as the sole and exclusive bargaining agent for all certificated employees excluding management/supervisory employees, Adult Education teachers, and substitutes.

2.2 The Board agrees that if it creates any new certificated position, it shall notify the Association of its action, describe the position created, the number anticipated to be within the position, and whether the position is included or excluded from the Bargaining Unit. The Association may, within fifteen (15) days object in writing to the decision and in such case the District agrees to meet with the Association to attempt to reach agreement. Having failed to reach agreement, either party may file through PERB for a change in unit certification according to the regulations of the PERB.

ARTICLE III
DEFINITIONS

3.1 “Board” is the Board of Education of the Rowland Unified School District and/or the management and supervisory employees to whom they delegate authority.

3.2 “District” is the Rowland Unified School District. (Note: Although this document has been revised to distinguish between actions requiring Board approval and actions based upon the delegated authority of the Board to District management and supervisory employees the terms Board and District may at times be used interchangeably.)

- 3.3 “Association” is the Association of Rowland Educators/California Teachers Association/National Education Association.
- 3.4 A supervisor is the management or supervisory employee having the first line jurisdiction over the Bargaining Unit Member.
- 3.5 A Bargaining Unit Member is a certificated employee who is a member of the Bargaining Unit as defined in Article II, Recognition.
- 3.6 Daily Rate of Pay (Per Diem) is the Bargaining Unit Member’s annual salary divided by the Bargaining Unit Member’s number of days of required service.
- 3.7 A day is a day when the District’s central office is open for business.
- 3.8 A leave of absence is authorization for a Bargaining Unit Member to be absent from duty.
- 3.9 PERB is the Public Employment Relations Board.
- 3.10 Differential pay is the Bargaining Unit Member’s salary minus the amount which is actually paid a substitute employee employed to fill his/her position during his/her absence, or if no substitute employee was employed, the amount which would have been paid to the substitute had he/she been employed.
- 3.11 HIPAA stands for Health Insurance Portability and Accountability Act. This legislation included the adoption of Federal privacy protections for individually identifiable health information.
- 3.12 Immediate family members are defined as an employee’s spouse, registered domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild or any relative who at the time of death resided with the Bargaining Unit Member.
- 3.13 At grades 7-12 the regular student instructional day shall consist of six (6) periods.

ARTICLE IV
ASSOCIATION RIGHTS/ORGANIZATIONAL SECURITY

- 4.1 The Board authorizes the Association to use the District's facilities and buildings at times other than instructional hours and the hours devoted to student-related activities, including adjunct duties, as long as the Association submits the appropriate Civic Center Act form to the immediate supervisor of the facility or building. Authorization for use of a site for meetings of that site's Bargaining Unit Members shall be provided upon written request to the site manager at least twenty-four (24) hours prior to the

- meeting. The manager shall approve the location of the meeting.
- 4.2 The immediate supervisor of the facility or building may grant the Association use of District equipment as long as such use is in accordance with the procedures provided for in the Civic Center Act and as long as the use of such equipment does not interfere with the normal student instructional or work production of the District.
- 4.3 The Board authorizes the Association to use, without charge, an area 1/4 of the total area of each facility's designated official bulletin board.
- 4.4 The Board authorizes the Association to use the school District mailboxes. The Association agrees to exercise this right in a reasonable manner. The Association agrees to hold the District harmless for lost or delayed materials.
- 4.5 All Association communications to Bargaining Unit **Members** shall be submitted to the Superintendent and the manager at each site at the time of placement of the communication in District mailboxes.
- 4.6 Authorized representatives of the Association shall not communicate business with Bargaining Unit **Members** during instructional hours and the hours dedicated to student-related activities, including adjunct duties, except as noted below.
- 4.7 Authorized representatives of the Association may communicate with individual Bargaining Unit **Members** on an irregular basis regarding member concerns during the thirty (30) minutes prior to their first regular daily assignment. Such communication may occur as long as the Bargaining Unit **Member** has no duty assignment, prior scheduled meeting, or other instruction-related responsibility.
- 4.8 On scheduled site visitation days, authorized Association representatives may meet with Bargaining Unit **Members** prior to their first regular daily assignment or during lunch periods. Such meetings may not preempt duty assignments, prior scheduled meetings, or other instruction related responsibilities.
- 4.9 In the event the Association President is unable to electronically access and print a copy of a Board Agenda including all abstracts and attachments prior to a Board Meeting in accordance with the Brown Act, a printed copy will be provided at no cost to the Association. The Board agrees to supply the Association with one (1) copy of any public document requested by the Association, with clerical and reproduction costs not to exceed ten (10) cents per page to be borne by the Association.
- 4.10 Names, addresses, and telephone numbers of all persons eligible for membership in the Bargaining Unit at each site shall be provided to the Association by the Human Resources Division no later than November 1 of each year without cost to the Association.

4.11 Bargaining Unit **M**embers shall provide the District with their current home address and telephone number and shall notify the District in writing within ten (10) days of each change of address. Said notice shall be on a District form with copies provided to the site administrator and Association.

4.12 Association Release

4.12.1 The Board agrees to release the Association President 100% with the cost of the total compensation including salary, stipends, extra duty, etc. and benefits, including STRS, to be equally divided between the District and the Association. During the released year, the president shall receive the same compensation plus any other compensation he/she would have normally received (i.e., stipends, extra-duty, etc.) as if the President had remained in his/her regular position. This full-time release will enable the President to fulfill organizational duties and engage in collaborative and problem-solving activities with the District. At the conclusion of the President's term, the Bargaining Unit **M**ember will have return rights to his/her prior assignment and location.

4.12.2 A total of fifteen (15) days of release time for Association activities will be granted to Association Officers or other Bargaining Unit **M**embers as approved by the Association President and the Association will bear the cost of any required subs. These release days are in addition to those granted for negotiation purposes.

4.13 Organizational Security

4.13.1 If required by the Association, the following provisions shall apply toward employees in the Bargaining Unit.

4.13.1.1 Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. The above amounts shall be established by the Association annually prior to the beginning of each school year. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the employee each month for ten (10) months.

4.13.1.2 Any employee initially employed after June 30, 1994, who is not a member of the Association, or who does not make application for membership, or who does not provide the District with an assignment authorizing deduction of the representational fee within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of

commencement of assigned duties, shall become a member of the Association or pay to the Association a representational fee in the amount equal to unified membership dues, payable to the Association in one (1) lump sum cash payment within sixty (60) days of initial employment or by October 31 of each current school year. In the event that a Unit member shall not pay such representational fee directly to the Association by the time required, the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Paragraph 4.13.1.1 of this Article. There shall be no charge to the Association for such mandatory representational fee deductions. Payment of such representational fee shall be a condition of continued employment.

4.13.1.3 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining, or financially supporting, employee organizations shall not be required to join, or financially support, Association as a condition of employment; except that such Unit member shall pay, in lieu of a representational fee, sums equal to such representational fee to one (1) of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:

- a. Operation Safe Community
- b. Foundation to Assist California Teachers
- c. Ada Mae Warner Scholarship Fund established by the Rowland Council PTA
- d. For Us Foundation

Such payment shall be made on or before October 31 each year.

4.13.1.3.1 Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Paragraph 4.13.1.3 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Paragraphs

4.13.1.1 and 4.13.1.2 of this Article.
 Payment verification shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 31 of each school year. The Association shall have the right of inspection in order to review said proof of payment.

4.13.1.3.2 Any employee making payments as set forth in Paragraphs 4.13.1.3 and 4.13.1.3.1 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

4.13.1.4 Part-time employees, job share employees, and employees on a paid leave of absence shall pay a fee in an amount equal to the Association's prorated annual dues for part-time employees. Employees on an unpaid leave of absence shall pay the fee of Association dues schedule Category 3 within sixty (60) days of beginning their leave of absence.

4.13.1.5 The Association shall indemnify, defend, and hold harmless the District, the District's Board of Trustees, including each individual School Board member, and employees acting within the scope of their employment, agents, and representatives of the District against any and all claims, demands, suits, or other forms of liability brought by other than the Association including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees, and any back pay penalties, or awards resulting from any court, arbitrator, or PERB order, judgment, or settlement which may arise by reason of, or resulting from, a legal challenge to the operation of Article VI of this Agreement.

4.13.1.5.1 The Association shall bear all legal costs of defending against any and all such claims, demands, suits, or other forms of liability, including, but not limited to, court costs, attorney fees, and all other legal costs of litigation.

4.13.1.5.2 The Association shall have the exclusive right to decide and determine whether any claim,

liability, suit, or judgment made or brought against the District or Association because of such action shall or shall not be compromised, resisted, defended, tried, or appealed. The Association's decision thereon shall be final and binding upon all parties protected by this Article. In the event the District disagrees with the decision of the Association as to the defense of any claim, liability, suit, or judgment pursuant to the provisions of this Article, the District may elect to defend the action and in such instance by making such election, the District waives all rights to indemnity and defense, and to be held harmless under provisions of this Article. This Article shall not be construed as a waiver on the part of the District, Board of Education, or any individual protected by this Article of any claim against the Association for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless.

4.13.1.5.3 Within ten (10) working days of proper service of a claim, demand, suit, or other legal action against any protected party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon request, the District shall provide the Association's legal counsel with documents and information reasonably related to providing a defense.

4.13.1.5.4 The Association, through its Council or other appropriate representatives, shall periodically advise the District, through its Superintendent, regarding the status of any arbitration, proceeding before PERB, or lawsuits arising under or pertaining to Article VI of this Agreement.

4.13.1.6 With respect to all sums deducted by the District pursuant to 4.13.1.1, 4.13.1.2 and 4.13.1.4, whether for membership dues or representational fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made.

4.13.1.7 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

ARTICLE V
NEGOTIATION PROCEDURES

- 5.1 The Association shall submit its initial proposal of interests for a successor agreement for reopeners to the Board no later than the regularly scheduled Board meeting in June.
- 5.2 No later than two (2) months following the sunshine date of the calendar year in which this document expires, the Board and the Association representatives shall meet and negotiate in order to reach a successor agreement.
- 5.3 Tentative agreements reached on contract items shall be reduced to writing and signed by each party.
- 5.4 The Board agrees to release up to five (5) Bargaining Unit Members one (1) day per week for the purpose of meeting and negotiating or for the purpose of preparation for negotiations. Said members shall be provided with substitutes, as needed, paid by the District. Additional days in a week may be granted to expedite the negotiations process.
- 5.5 During any impasse, the Board may grant additional release time in order to expedite impasse proceedings.

ARTICLE VI
DUES DEDUCTION

- 6.1 The right of payroll deduction for payment of organizational dues shall be accorded by the Board exclusively to the Association and shall not be accorded any other organization whose members are part of the Bargaining Unit represented by the Association. Bargaining Unit Members who currently have authorization cards on file for the above purpose need not be re-solicited. Association dues, upon formal written request from the Association to the Board, shall be increased or decreased without re-solicitation and authorization from the members.
 - 6.1.1 Pursuant to authorization by the Bargaining Unit Member, the Board shall deduct 1/10th of the Association annual dues from the regular salary check of the Bargaining Unit Member each month. Deductions for Bargaining Unit Members who sign such authorization after commencement of the school year shall be prorated to complete the payment by the end of the school year.
 - 6.1.2 The Board agrees to remit promptly the sum deducted as Association dues to the Association along with an alphabetical list of Bargaining Unit Members for whom such deductions have been made.

6.1.3 The Board agrees to bear the cost of payroll deduction administration for fixed rate amounts. The Association agrees to save and hold harmless the Board of Education of the Rowland Unified School District from any and all costs as a result of the administration of this article.

ARTICLE VII
HOURS, DUTIES, WORK YEAR

7.1 The Board recognizes that the varying nature of the Bargaining Unit Member’s day-to-day professional responsibilities does not lend itself to a professional day of rigidly established length.

7.2 Bargaining Unit Members shall report to school not later than 30 minutes prior to their first regular daily assignment.

7.3 Bargaining Unit Members are expected to remain a sufficient amount of time after their last assignment to carry out necessary instructional, instructional-related, and adjunct duty responsibilities as defined below:

7.3.1 The instructional responsibilities include, but are not limited to: knowledge and utilization of successful teaching and pupil evaluation techniques; the establishment of teaching goals and objectives based upon District goals and objectives; preparation that reflects appropriate instructional activities; the use of student evaluation techniques that are consistent with District goals and objectives; the development and maintenance of classroom management practices, and the knowledge of child growth and development as it relates to learning.

The District will be responsible for providing information and/or instruction, as needed, pertaining to the above-related responsibilities. With respect to student discipline, the District agrees to furnish Bargaining Unit Members with electronic copies of the district discipline policies and the discipline plan for their site.

7.3.2 The District master schedule of professional development will be posted electronically and updated when changes are made. The District will provide updated information on the number of teachers released for more than five (5) days of District professional development by June 30 of each school year.

Excluded days include but are not limited to conference attendance, new teacher required professional development, and training that is part of a Bargaining Unit Members’ performance improvement plan.

ARE release days and release days for activities including but not limited to site leadership, curriculum development, and program planning are not considered Professional Development.

- 7.3.3 Instructional related responsibilities include, but are not limited to: completion of required reports and forms; parent and student conferences; conferences with administrators and other staff regarding students; in-services; service on building and/or District committees; attendance at faculty meetings; attendance at graduation, parent meetings and activities when the employee has a responsibility at the activity.

After school faculty meetings and in-services shall last no longer than the posted school office hours (hours the site main office is open for regular school business).

Bargaining Unit Members are required to attend the following late afternoon or evening events: Back to School Night, Parent Conferences, Open House, and promotion/commencement appropriate for the unit members' assignment.

- 7.3.4 All supervision duties such as before school, recesses, passing periods and after school shall be assigned equitably at each school site. Supervision duties shall be rotated during the year to ensure equitability of time and supervision duty. Kindergarten teachers shall not be required to provide more than twenty minutes of supervision following dismissal of their students.

7.3.5 Elementary and TK-8 Early Release Day Schedule

The Early Release Day Schedule provides opportunities for staff to have protected time for professional conversations and collaboration, which research suggests significantly reinforces professional development, provides for a more effective uniform approach to instruction, and supports greater student outcomes.

7.3.5.1 All Elementary and TK-8 sites shall follow an Early Release Day Schedule on Mondays.

7.3.5.2 Use of early release days shall adhere to a three (3) week rotation of Site Staff Meeting, Site Professional Development, and Grade Level Articulation/Collaboration/Planning.

7.3.5.3 Every effort will be made to conduct staff meetings during the designated early release time; however, special circumstances may necessitate additional staff meetings outside of or in addition to this designated time. Under such circumstances, the site administrator will notify in advance the ARE site representative and the ARE President will be notified by the District administration of the circumstances necessitating the additional meeting.

7.3.5.4 The Association and the District understand that Site Professional Development is designed to meet the individual needs of the site, therefore professional development shall be held on site. In the event there is a professional development opportunity at a different location, both parties agree professional development for that particular day may take place off site.

7.3.5.5 Each site shall adhere to the three (3) week rotation on Mondays. In the event a professional development opportunity arises on a day other than the designated Monday, the schedule for that particular month may be altered to accommodate the professional development. The altered schedule must include days designated for Grade Level Articulation/ Collaboration/ Planning.

7.3.6 Adjunct Duties

7.3.6.1 Bargaining Unit Members at the secondary level (grades 7-12) are also responsible for adjunct duty assignments that occur outside the instructional day. These duties are supervision and assistance with student-oriented social and/or recreational activities. These activities include, but are not limited to, athletic events, dances, drama and music events, club, and club activities.

7.3.6.2 Bargaining Unit Members at the elementary level (grades PreK-6), at continuation high school, and alternative education centers are also responsible for adjunct duty assignments that occur outside the instructional day. Adjunct duties include, but are not limited to, representation **on site and district committees** and coordination and advisement of various activities/events as determined by the needs of individual sites (e.g., volunteer tea, yearbook, coordination of fairs or shows, career days).

7.3.6.3 Bargaining Unit Members' participation in assigned adjunct duties shall not exceed seventeen (17) hours per year.

School Site Principals will annually provide the ARE President with an adjunct duty report which will include a list of identified adjunct duties, the number of hours allocated for each duty, and the average number of assigned adjunct duty hours by school site no later than September 30.

7.3.6.4

Adjunct duty assignments shall be determined through a collaborative process between administration, and certificated staff at each school site, with equitable assignment of hours as a priority. The Association Site Representative shall be a participant in the discussions and determination of adjunct duty lists. Discussions to determine the year’s adjunct duty assignments shall be part of each site’s planning for the following year.

The District and Association are committed to a collaborative and equitable process for the assignment of adjunct duties at the elementary and secondary levels. Reasonable efforts will be made to ensure that all staff are present during this process. This process should include discussion between Bargaining Unit Members and the principal, and consideration of alternatives in the assignment of adjunct duties. In a situation where the principal and staff are not able to resolve an assignment of adjunct duties, the issue may be appealed to the Division level.

Reasonable efforts will be made to ensure that all staff have the opportunity to sign-up (volunteer) for their adjunct duties by scheduling sign-ups at a time when staff members have the opportunity to be present. Unfilled duties may then be assigned to Bargaining Unit Members. Adjunct duties shall be assigned according to a process that is fair and equitable for all staff members.

When adjunct duty assignments occur on non-duty days, including but not limited to weekends, holidays, and vacation, only Bargaining Unit Members who volunteer shall fill the assignment. In fulfilling adjunct duties held off-site, Bargaining Unit Members shall be credited with travel time (calculated from the work site to destination and back) and reimbursed for mileage (per IRS established rate).

In recognition that Elementary Outdoor Science School requires overnight stays, teachers who accompany students to Outdoor Science Schools lasting for three or more days shall be entitled to an extra duty stipend.

The scheduling of all known adjunct duties shall be completed by the end of the first school month.

If unforeseen situations occur during the year in which duties are needed, then such duties shall be assigned on a voluntary basis when possible in preference to mandatory assignments.

When previously assigned adjunct duties are rescheduled, notification will be given as soon as possible. Bargaining Unit **Members** who fail to complete an assigned adjunct duty shall complete the same number of hours in another adjunct duty.

7.3.6.4.1 Bargaining Unit **Members** working less than full-time shall participate in adjunct duties on a pro rata basis.

7.3.6.5 Supervisors shall apply the provision of this Article in as consistent and reasonable a manner as possible in relation to the other schools and organizational units of the District, taking into account the special requirements of the various programs.

7.4 Bargaining Unit **Members** not regularly assigned to a classroom shall have their schedule approved by their supervisor and shall have the provisions of Section 7.1 applied in as consistent a manner as possible.

7.5 A duty-free lunch period of at least thirty (30) consecutive minutes shall be provided for each Bargaining Unit **Member**. A relief period shall be provided duty-free for each Bargaining Unit **Member** during the mid-morning hours.

7.6 Bargaining Unit **Members** shall maintain individual programs for personal professional growth to expand their skill levels and stay current with development in the field of education.

7.7 Preparation Time

7.7.1 Full-time **Bargaining** Unit **Members** teaching grades 7-12 shall be provided a preparation period during the first six periods or last six periods of the day.

7.7.2 Bargaining Unit **M**embers teaching in grades 7-12 who work less than full-time shall be provided preparation periods on a pro rata basis as shown below:

Weekly Periods

<u>Assignment</u>	<u>Instruction</u>	<u>Preparation</u>	<u>Total</u>
100%	25	5	30
80%	20	4	24
60%	15	3	18
40%	10	2	12
20%	5	1	6

7.7.3 Full-time Bargaining Unit **M**embers teaching regular classes in grades 1-6 shall have the equivalent of two-hundred (200) minutes every two (2) calendar weeks in blocks of no less than fifty (50) consecutive minutes of release time scheduled exclusively for planning and preparation.

7.7.3.1 A minimum of 50 minutes per week will be used for grade level collaboration to discuss topics as determined by grade level teams.

7.7.3.2 It is the intent of the parties to provide equity to elementary teachers who receive planning time. Therefore, planning days missed due to holidays will be rotated to minimize disparities and provide equity to the extent possible.

7.7.3.3 Planning time shall be provided by Bargaining Unit **M**embers assigned to teach programs which may include but are not limited to music instruction, physical education or other enrichment programs.

7.7.3.4 Bargaining Unit **M**embers shall be entitled to make-up planning time missed solely to due participation in District-mandated release for professional development. In the event planning time is missed due to district or site calendar events, including but not limited to holidays, articulation days, parent conference days, planning time will not be made up for those members whose planning time is affected.

7.7.3.5 If planning time is missed due to district or site calendar events, including but not limited to holidays, articulation days, parent conference days, and the missed planning time is not to be made up, the members of the grade level team shall determine whether to forego individual planning or collaboration that week.

7.7.3.6 If combining classes is necessary, the District shall maintain a 52:1 student/adult ratio for “planning sections.”

7.7.4 Preparation time shall be used for grading papers, preparation of lesson plans and curriculum, research, educational projects, student and parent contacts, conferring with the supervisor or other school administrator, collaboration with colleagues aligned with site goals, with topics determined by the Bargaining Unit Members, and other activities normally associated with teacher preparation time. Activities that necessitate leaving the school campus will require prior approval by the site administrator or designee.

7.8 Period Instruction

7.8.1 If excess enrollment or the establishment of certificated programs in secondary courses requires the formation of additional sections as determined by the supervisor, Bargaining Unit Members may be offered the option of teaching an additional period.

7.8.2 Full-time **Bargaining** Unit Members who elect the option of teaching an additional period will have a seven-period contract day including a preparation period.

7.8.3 Compensation for teaching the additional period is shown on the certificated hourly rate schedule.

7.8.4 Additional period instruction assignments will normally be for one (1) semester or less.

7.9 The work year, defined as duty days, for Bargaining Unit Members shall be:

- 7.9.1 Counselors, Health Services Specialists, School Psychologists, Special Education Program Specialists, Student Activities Advisors 200 days
- 7.9.2 District-Designated Project Specialists up to 207 days
- 7.9.3 Teachers and all other **Bargaining** Unit Members 185 days
- 7.9.4 Teachers of the Severely Handicapped 185 days
- 7.9.5 Community Day School Teachers 185 days

7.9.6 The work year for **Bargaining Unit Members** on the 185-day schedule shall include three (3) staff development days within the already existing 185-day work year.

Within the three (3) non-instructional workdays prior to the commencement of the student year, Bargaining Unit **Members** shall be provided a minimum of one (1) full day or six (6) hours of classroom preparation time in increments of not less than three (3) hours.

7.9.7 The work year for **Bargaining Unit Members** new to the District shall be three (3) additional days during their first twelve (12) months of service to provide opportunities for orientation and training activities. The additional days shall be scheduled for the week prior to the first day of the regular contract year and shall be identified on the official Board-adopted District Calendar.

7.10 Effective July 1, 2016, the annual number of days and minutes of instruction at each level shall be:

<u>Level</u>	<u>Days</u>	<u>Minimum Minutes</u>
TK-K	180	50,645
1-3	180	55,050
4-6	180	56,100
7-8	180	59,995
9-12*	180	64,800

*** 64,800 minutes provided within a six-period day.**

Sites with additional minutes shall not be required to reduce minutes.

7.10.1 All general education 4-6 teachers (including 3-4 combination class teachers) shall receive and spend a yearly classroom grant of \$300 to support their instructional program. Funds may be used for but not limited to: purchasing equipment, purchasing instructional materials or hiring support personnel. The site administrator or designee will notify all staff of the deadline for submitting orders before the first working day of April of the school year.

It is understood that should an upper grade teacher be reassigned to a primary classroom or another school, any resources purchased by the grant would remain with the classroom. However, if the money has not yet been spent, the new teacher of record will decide how the grant will be used.

7.10.2 Technology

- 7.10.2.1 District shall provide necessary technology as determined through the established Educational Technology Committee as funding permits.
- 7.11 Daily rates will be paid the following Bargaining Unit **Members** who are assigned additional days of work in their primary assignment.
 - 7.11.1 District-designated Project/Program Specialists (staff development, special education, health), Building Counselors, Psychologists.
 - 7.11.2 Intermediate Team Leaders fulfilling duties assigned to team leaders at the intermediate level beyond the 185 teacher work year.
- 7.12 Bargaining Unit **Members** assigned to summer workshops and/or summer school shall be compensated at the workshop rate of pay.
- 7.13 Any Bargaining Unit **Member** who is employed to prepare and present a workshop, seminar or like training session as a presenter, shall be paid at the daily rate of pay on a pro rata basis for hours worked.
- 7.14 Bargaining Unit **Members** assigned to kindergarten classes shall teach in the kindergarten extended day program. Kindergarten teachers shall have one hour of preparation time within the regular school day after student dismissal. Kindergarten Parent Conference Day schedules shall be reduced-student days aligned with grade 1-6 Parent Conference schedules with staggered student release.
- 7.15 Job sharing is an arrangement in which a Bargaining Unit **Member**, with the approval of the immediate supervisor, requests a sixty or eighty percent assignment. The balance of the assignment is shared by a partner. Job sharing is contingent upon successful performance as measured by the immediate supervisor.
 - 7.15.1 **Bargaining** Unit **Members** may request to participate in a job sharing plan subject to the recommendation of the principals/supervisors involved to the Superintendent or designee who will make the final approval.
 - 7.15.2 **Bargaining** Unit **Members** requesting permission to enter the job sharing plan for the following school year shall submit an application letter to the District by February 1. Said application letter shall include a detailed plan of how the proposed job sharing will function and its design to provide effective educational opportunities/experiences for students in the job-shared class.
 - 7.15.3 **Bargaining** Unit **Members** occupying a job share shall receive prorated salary and prorated salary schedule step increment credit provided he/she renders service for seventy-five percent (75%) of the time required in his/her approved job sharing plan.
 - 7.15.4 The District's contribution for health and welfare benefits shall be prorated based on the actual cost of the plan proportionate to the percentage of the shared contract for each **Bargaining Unit Member** who works fifty percent (50%) or more.

- 7.15.5 **Bargaining Unit** Members must reapply no later than February 1 to continue job sharing assignments.
- 7.15.6 All rights and responsibilities of this contract shall apply equally to Bargaining Unit Members on job sharing. Adjunct duties and supervision shall be assigned on a pro rata basis.
- 7.16 All Bargaining Unit Members who are newly hired to teach in Rowland and who meet eligibility requirements, shall participate in the appropriate induction program.

7.16.1 Preliminary Credentialed teachers shall be required to complete an induction program within a defined timeline. This is a requirement in order to obtain a professional clear credential, be recommended for permanency and remain employable. Upon signing their contracts, the teachers will indicate in writing their choice of state-approved, induction program.

7.17 Any proposed changes to the teachers' work year will be negotiated.

7.18 Transitional Kindergarten (TK)

Pursuant to SB1381 (Kindergarten Readiness Act of 2010), ARE and the District shall meet as necessary to negotiate working conditions for TK teachers as the program is developed for implementation. ARE and the District agree that in the event of legislated modification of this program including its elimination TK teachers will be reassigned to other grade levels per relevant sections of this agreement.

7.18.1 Classes with enrollment of 20 students or more will be provided with a three-hour daily Instructional Aide to support the TK program.

7.18.2 Classes with enrollment of fewer than 20 students in TK, but greater than 7 students, will be provided with five hours of Instructional Aide time per week to support the TK program with no minimum daily amount required.

7.18.3 Three hours of daily Instructional Aide support will be provided to TK/K combination classes when the class size reaches or exceeds 20 students and the majority of students are TK. In those TK/K combination classes with TK enrollment of more than 7 students but less than 11, an Instructional Aide will be provided for a period of 5 hours per week with no minimum daily amount required.

7.18.4 The filling of vacant Instructional Aide positions is not subject to the grievance process as long as a request to fill the position is made within a reasonable period of time upon knowledge of a vacant position.

7.19 Elementary Music Program

7.19.1 Full time Elementary Music teachers shall be entitled to individual preparation time once per week and collaborative time once per week.

7.19.2 When combining primary grade classes to develop Elementary Music sections, the District shall maintain a 48:1 student/teacher ratio except when combining classes which exceed 24:1 student/teacher ratios where the maximum Elementary Music section will be 52:1.

When the size of a music planning section reaches 40, a classified professional expert shall be added to assist the specialist. The filling of professional expert positions will not be subject to the grievance process provided reasonable efforts are made to recruit in a timely manner.

7.19.3 Elementary Music teachers shall receive a minimum of thirty minutes travel time from the end of class at one school site to the beginning of class at a different school site. Every effort shall be made to ensure travel time between sites is scheduled in an adequate and equitable manner. If the district determines a minimum of thirty minutes travel time cannot be met, the district shall do all of the following:

7.19.3.1 Notify the ARE president immediately.

7.19.3.2 Provide the reason(s) in writing for not being able to meet the minimum of 30 minutes travel time.

7.19.4 Elementary Music teachers will be provided with a morning relief period not less than ten minutes.

7.20 Common Core

The District and ARE acknowledge that it is not statutorily required to negotiate implementation of the CCSS, however school districts do have the obligation to “consult” in the manner outlined in Government Code Section 3543.2(a) and the Association has the right negotiate the effect of decisions made by the District that have an “impact on” a mandatory subject of bargaining as outlined in the existing laws.

7.21 Assignments

7.21.1 The District and ARE recognize that the District has the right to make assignments within the credential authorization of Bargaining Unit Members.

7.21.2 Bargaining Unit Members shall be notified of tentative assignments for the upcoming school year prior to the end of the current school year.

7.21.3 Bargaining Unit Members who are assigned a new classroom, grade level, or subject area after the beginning of the school year shall be entitled to two (2) days of release time in order to adequately prepare for the new assignment. If it is determined by the principal through consultation with the member that additional days are needed, additional days may be granted.

7.22 Local Control Accountability Plan (LCAP)

7.22.1 The District shall provide a copy of the LCAP to ARE at the time of posting the Board of Education agenda for the required Public Hearing prior to adoption of the LCAP.

7.23 Bargaining Unit Members Substituting for Another Bargaining Unit Member

7.23.1 Whenever a Bargaining Unit Member assigned to grades 7-12 substitutes for another Unit member during a preparation period, the substitute Bargaining Unit Member shall be compensated for one (1) hour at the "Period Substitute" rate.

7.23.3 In the event that a day-to-day substitute is not available for a Bargaining Unit Member assigned to grades TK-12, if the students of the absent Bargaining Unit Member are placed in another Bargaining Unit Member's classroom, the receiving Bargaining Unit Member shall be compensated on an hour-for-hour basis at the "Period Substitute" rate.

ARTICLE VIII
CLASS SIZE

8.1 Effective July 1, 2016, individual class size maximums for grades TK-6th grade shall not exceed those which were in place in the 1989-90 school year for grades TK-3. Individual class size enrollments shall not exceed the following levels:

Level	Grade Span Average Maximum
TK-K	33
1-3	32
4-6	35

8.1.1 Effective July 1, 2016, through Supplemental and Concentration Grant funding, the district shall reduce class size in grades TK-3 and grades 4-6 from the above maximums to the following maximums when averaged by individual school site grade span:

Grade Span	Average Maximum	Individual Class Maximum
TK-3	24:1	26:1
4-6	32:1	35:1

8.1.2 If funding for Supplemental and Concentration Grant is reduced below the level provided to RUSD in the 2015-2016 school year, applicable articles may be opened by either party to negotiate the effects of the reduction in funding.

8.2 The Board shall assign classroom teachers to Santana based on a small school formula (24:1).

8.3 If an elementary teacher’s class enrollment exceeds the individual class size maximum as provided for in 8.1.1 after the beginning of the second month of school, the district will make every effort to reduce the class to meet the individual class size maximum. If reducing the class enrollment will require referral of a student to another site, in lieu of transferring the student, the teacher will receive \$100 per student over the maximum per semester.

8.4 Combination Classes

8.4.1 TK-K combination classes shall be avoided whenever possible. If a TK-K combination class is necessary, the TK-K combination class shall have an individual class size maximum of 22:1. All other combination configurations including K-1 shall adhere to the class size averages and maximums defined in 8.1.

8.4.2 Effective with the 2016-17 school year, teachers of combination classes at the TK-6th grade level shall be paid a stipend of \$2500 per year. Combination class teachers shall be entitled to three (3) release days for collaboration and/or planning as needed, with the District determining the date, location and topics of one (1) day and two (2) dates to be determined by the Bargaining Unit Members with approval from their site principal on the selection of days to be released.

8.4.3 Volunteers shall be sought before assigning combination classes to Bargaining Unit Members. Combination classes shall be assigned only to permanent Bargaining Unit Members who have experience teaching one or both grade levels being combined into one class.

8.5 7-12 teacher:student contacts for classes other than PE, Music, and Business Education shall not exceed a total of 175 students. If the student contacts exceeds 175 students after

the beginning of the second month, the student load shall be adjusted within two (2) weeks.

8.6 7-12 teacher:student contacts for regular PE, shall not exceed a total of 250 students.

8.6.1 If a secondary teacher's student contacts exceed those specified in Article 8.5 or 8.6, after the beginning of the second month of school and reduction is not possible, site administration will consult with the member and notify the ARE Site Rep. The teacher will receive \$50 per student over the maximum each semester the teacher's contacts are over the maximum.

8.7 The student contacts shall be prorated over all non-excluded classes taught.

8.8 Non-classroom certificated personnel shall not be counted in the computation of staffing ratios.

8.9 Special education teachers and their students shall not be utilized in determining the regular TK/K-12 staffing ratio. Special education class size shall not exceed the maximum stated in the Education and Administrative Codes.

8.10 Students assigned to programs of independent home study shall not be subtracted from the student enrollment count that determines staffing ratios.

8.11 The staffing ratios for secondary schools shall be in accordance with Sections 8.2, 8.5 and 8.6 of this Article with agreement to the following special provisions:

8.11.1 Comprehensive high schools shall be staffed based upon actual student enrollment each year. Staff may be assigned in different numbers for the first and second semesters, but the annual staffing ratio average shall be maintained.

8.11.2 Independent Home Study, Work Experience, and BIC teaching periods shall be staffed from the regular high school staffing formula.

8.11.3 Each comprehensive high school shall be assigned the equivalent of two (2) classroom teachers over and above the normal ratio to fulfill responsibilities including, but not limited to: Associated Student Body activities, Athletic Director's activities, and/or major department chairperson release time.

8.12 Individual class enrollments that exceed the staffing ratio by 10% in classes other than Physical Education, Music, and Business Education, shown in the enrollment reports for the second and seventh school months, shall be reported to the Board both orally and in writing during open session within thirty (30) days of the survey dates.

8.13 Building Counselors will be assigned at the ratio of 420:1 at grades 9-12 and 550:1 at grades 7-8.

8.14 In order to assist the Intermediate schools with the instruction of “at risk” students, each school site will be allocated \$25,000 each year starting July 1, 1997. Through a school site decision-making process that involves the Association representative, other teachers and administrators, the allocation will be utilized to support a program for the schools’ designated “high-risk” students.

K-8 schools with the instruction of “at risk” 7th and 8th students, will be allocated \$32.00/ADA (7th and 8th grade) each year starting July 1, 2012. Through a school site decision-making process that involves the Association representative, other teachers and administrators, the allocation will be utilized to support a program for the schools’ designated “high-risk” students.

ARTICLE IX
EVALUATION PROCEDURES

9.0 The Evaluation Program shall consist of five (5) different evaluation paths. Placement on each path is determined either by permanency status, teaching, or non-teaching responsibilities, and prior performance achievement. Specific forms have been developed for all paths. Assessments include five (5) performance standards (Roman Numerals) with fourteen (14) subsections (letters) and multiple indicators (asterisks) that describe in detail the criteria that can be used in determining the teacher’s progress in achieving the performance standards. These standards have been correlated to the California Standards for the Teaching Profession. Data collected through formal and informal observations by the evaluator, student data, and conferences will be used to complete the assessment. Data recorded on the assessment will then be used to complete the final evaluation summary which becomes a permanent record.

Specific timelines and assessment periods vary for each path. Non-permanent Bargaining Unit members working over 40% of the year shall be evaluated every year. Permanent Bargaining Unit Members who meet Ed. Code 44664 requirements will be evaluated at least every five (5) years consistent with Education Code 44664 unless they are informed otherwise according to the process. (See Appendix B for Ed. Code.)

9.1 Path Descriptions:

9.1.1 Non-Permanent Path: Temporary (over 40%) and Probationary teachers shall be placed on this path until permanent status is obtained. Teachers will be assessed three (3) times a year to determine performance achievement toward standards identified on the form and may include other indicators.

9.1.2 Standard Path: Teachers with permanent status shall be placed on this path, and if satisfactory performance achievement is maintained, will be evaluated each year unless Ed. Code 44664 is applied. During the evaluation year, teachers will be assessed at least twice to determine performance achievement toward standards identified on the form and other indicators that have been mutually agreed upon.

Teachers may complete self-assessments prior to the fall conference and spring evaluation. They will receive a final summary evaluation in the spring.

- 9.1.3 Alternative Path: Teachers with permanent status may select this path for the next evaluation cycle if the prior evaluation was satisfactory. The teacher must maintain satisfactory performance during the non-evaluation year in order to use the alternative path for the next evaluation. On this path, teachers will continue to meet performance standards and will identify objectives to be approved by the evaluator.
- 9.1.4 Remedial Path: Teachers with permanent status who receive a “2” (Needs Improvement) in two (2) or more of the five (5) performance standards, or receive a “1” (Unsatisfactory) in one (1) or more of the five (5) performance standards on the final summary evaluation in the spring shall be placed on the remedial path for the next year. A “1” (Unsatisfactory) final mark will be determined by having a majority of the subsections marked under the matching performance standard “1.” A “2” (Needs Improvement) final mark will be determined by having appropriate documentation relevant to the indicators. Teachers on this path will be assessed three (3) times a year to determine performance achievement toward standards identified on the assessment.
- 9.1.5 Non-Classroom Path: Instructional support staff that do not have classroom responsibilities shall be evaluated using the new form (i.e., psychologists, counselors, librarians, nurses, adaptive PE, specialists and special assignments, (speech/itinerant/visually impaired teachers etc.). Non-permanent teachers shall be assessed each year until permanency is obtained.

Thereafter, every third year while maintaining satisfactory performance and meeting requirements in 9.0.

9.2 Evaluation Timelines:

- 9.2.1 Non-Permanent Path: Bargaining Unit **Members** with temporary (over 40%) and probationary status shall be observed during the year and formally assessed using the non-permanent assessment form in the fall, winter, and spring. At the spring conference, held no later than May 15th, the final summary evaluation form shall be given to the Bargaining Unit **Member**.
- 9.2.2 Standard Path: Bargaining Unit **Members** with permanent status shall be observed during the year and assessed using the standard certificated assessment in the fall and spring and the summary evaluation form is shared at these times. At the spring conference, held no later than May 15th, the final summary evaluation form shall be given to the Bargaining Unit **Member**.
- 9.2.3 Alternative Path: Bargaining Unit **Members** with permanent status who maintain satisfactory performance during the previous cycle period may elect to use the

alternative assessment path. Bargaining Unit **M**embers using this path shall adhere to mutually agreed upon objectives and inform the evaluator of progress during the year. The Bargaining Unit **M**embers shall be assessed on attainment of agreed upon objectives and at the spring conference, held no later than May 15th, the final summary evaluation form shall be given to the Bargaining Unit **M**ember.

9.2.4 Remedial Path: Bargaining Unit **M**embers with permanent status who are placed on the remedial path shall be observed during the year and formally assessed using the remedial certificated assessment form in fall, winter, and spring and the summary evaluation form is shared at these times. At the spring conference, held no later than May 15th, the final summary evaluation form shall be given to the Bargaining Unit **M**ember.

9.2.5 Non-Classroom Path: Instructional support staff on the non-classroom path shall be assessed twice a year and receive a final summary evaluation for objective obtainment in the spring no later than May 15th.

9.3 Evaluation Procedures:

9.3.1 Non-Permanent Path: A temporary (over 40% assignment) or probationary teacher shall attend a fall conference where the evaluator shares the form and clarifies the performance standards listed on the form and may add other indicators. Such teachers attend three (3) conferences during the year whereupon they receive feedback for their performance on the indicators relative to achieving the standards. The teacher receives a copy of the assessment at the end of the conference. The final evaluation summary is completed each time. The conference summary form is sent to Human Resources by the end of the year and the teacher may submit an attachment.

9.3.2 Standard Path – Teachers May Select a 3-point or 4-Point Evaluation Assessment Form: A permanent teacher shall attend a meeting in the fall (by November 15) at which time the teacher's self-assessment (optional) and the evaluator's assessment are shared. The assessment should be made on the basis of the teacher's ongoing performance since the prior evaluation. Exceeding performance standards shall be indicated by each subsection by a "4." Meeting performance standards, which is the expected level of performance, shall be indicated by each subsection with a "3." Areas of concern should be marked "1" (Unsatisfactory) or "2" (Needs Improvement) on the assessment form and the teacher shall be given the reasons for the deficiencies, directions for improvement, and resources to utilize relative to the indicators involved on an intervention plan. Thereafter, observations will be conducted to determine progress and a final assessment will occur in the spring prior to May 15th. At this spring conference both assessment forms are again shared and the evaluator completes the final summary evaluation form and sends it to Human Resources. The teacher may submit an attachment.

- 9.3.3 Alternative Path: A permanent teacher achieving satisfactory on the previous standard final evaluation form in each area may select the alternative path for the next evaluation year. The teacher shall set goals with the evaluator and mutually identify objectives on the Goal Setting and Project Assignment form and submit it to the evaluator by October 1. After the evaluator approves the plan, the teacher shall keep the evaluator informed of progress during the year, then submit the Summary Evaluation form by May 15th to the evaluator.
- 9.3.4 Remedial Path: A permanent teacher with two (2) or more performance standards marked “2” (Needs Improvement) or “1” (Unsatisfactory) mark on the final evaluation summary form in the spring shall be placed on the remedial path the next year.
- 9.3.4.1 At the time of placement on the remedial path, the teacher shall be encouraged to seek District/Association assistance to review the reasons for the placement and to obtain support services and resources. Association will be notified unless the teacher indicates otherwise in writing before the end of the school year. If a teacher is assigned to the remedial path, such teacher’s anniversary increment will be held in abeyance until returned to standard path at which time he/she shall receive a lump sum for previous increment. (See 14.3.1; 14.5.1)
- 9.3.4.2 Deleted due to the deletion of the PAR language.
- 9.3.4.3 When placed on the Remedial Path, the teacher shall be given an improvement plan by the evaluator by May 15th at a conference. By June 1 the teacher will develop a draft of the action plan and review it with the evaluator. The final action plan is due September 1 and will be discussed at a meeting prior to the fall assessment conference.
- 9.3.4.4 While on the remedial path, the teacher shall be observed and assessed by the evaluator on performance progress by October 15, December 15, and March 1. A notation will be made on the assessment that an action plan was submitted and is being implemented.
- 9.3.4.5 A teacher who reaches satisfactory in all areas, or has only one (1) area marked “2” (Needs Improvement) by the spring assessment period, shall be placed on the Standard Path the next year. A teacher who continues to have two (2) areas marked “2” (Needs Improvement) on the March 1 assessment shall continue on the remedial path for a second year.

- 9.3.4.6 A teacher who fails to improve by March 1, and thus faces dismissal proceedings, shall be referred to the Assistant Superintendents (Human Resources and appropriate division Assistant Superintendent). Association will also be notified at the beginning of the ninety (90) day period unless the teacher indicates otherwise in writing.
- 9.3.5 Non-Classroom Path: Instructional support staff placed on this path will be evaluated based on meeting predetermined mutually agreed upon objectives and a modified standard path form. If a permanent support staff receives an unsatisfactory performance rating he/she shall be placed on a modified remedial evaluation path with a supervisor's improvement plan.
- 9.4 Whenever observation is utilized in the process of evaluation, the observation shall be followed within five (5) working days by a conference between the Bargaining Unit Member and the evaluator. During the conference, any commendations and recommendations will be communicated to the Bargaining Unit Member and subsequently reduced to writing.
- 9.5 The evaluator shall make recommendations for any needed improvement and give written suggestions to the Bargaining Unit Member during observation conferences and assessment conferences.
- 9.6 Any supporting data that is to be included in the process of evaluation shall be reduced to writing and presented to the Bargaining Unit Member within ten (10) working days of the establishment of the data.
- 9.7 If requested in writing before a deadline, timelines identified in this Article shall be extended if the evaluator, observer, or Bargaining Unit Member is absent from work due to illness or circumstances beyond his/her control.
- 9.8 Evaluators shall inform Bargaining Unit Members in advance regarding:
 - 9.8.1 the time over which he/she is to be evaluated;
 - 9.8.2 the identity of the evaluator responsible for the Bargaining Unit Member's evaluation;
 - 9.8.3 the criteria which will be used to judge whether the quality of his/her performance is marked "4", "3", "2", or "1" on the assessment form and final evaluation summary form and;
 - 9.8.4 which methods of measurement shall be used to assess the degree of attainment of the performance standards on the assessment forms.

- 9.9 The primary basis for evaluating the Bargaining Unit **Member**'s performance shall be the attainment of performance standards pre-established on the assessments and listed on the final evaluation summary forms, and/or other standards listed as subsections that are mutually agreed upon during the fall conference.
- 9.10 During the course of the evaluation period, should conflict arise between a Bargaining Unit **Member** and the evaluator as to the marks on the assessments that are used for the final summary evaluation, the immediate supervisor's decision shall prevail. The Bargaining Unit **Member** may have attached to the final evaluation summary a written description of any mitigating circumstances that he/she believes may hinder his/her attainment of the standards on which he/she is being evaluated. This does not preclude the Bargaining Unit **Member** from pursuing problem-solving and conflict resolution through District Policy P4-4144 and procedures or grievance policies.
- 9.11 No negative evaluation of performance shall be predicated upon information of a derogatory nature which has been received by the evaluator unless each of the following procedures have been followed:
- 9.11.1 The Bargaining Unit **Member** has been notified in writing of the allegation;
- 9.11.2 The Bargaining Unit **Member** has had the opportunity to confer with those making the allegation;
- 9.11.3 The allegation has not been withdrawn;
- 9.11.4 A summary of the evaluator's efforts and data used to substantiate the allegation has been included; unsubstantiated allegations shall not be used;
- 9.11.5 The Bargaining Unit **Member** has had the opportunity to have a written response to the summary included in the file.
- 9.12 If a Bargaining Unit **Member** is unable to complete the teaching year, the evaluator and member shall agree as to how to complete the evaluation process.
- 9.13 A Bargaining Unit **Member** shall have the right to examine his/her Human Resources File, or upon written authorization by the Bargaining Unit **Member**, a representative of the Association shall be permitted to examine the materials in the Bargaining Unit **Member**'s Human Resources File. No materials shall be placed in the Bargaining Unit **Member**'s Human Resources File before the Bargaining Unit **Member** has been supplied with a copy of the material and has had an opportunity to respond in writing to the material. Human Resources File review shall be accomplished after normal working hours. Response to derogatory material shall be made during normal working hours, on released time, upon request of the Bargaining Unit **Member**.
- 9.14 A Bargaining Unit **Member** shall not be required to evaluate another Bargaining Unit **Member** but may provide peer assistance or coaching.

9.15 The Negotiating Teams shall annually monitor and evaluate the implementation of this article.

ARTICLE X
NON-DISCRIMINATION

10.1 The Association and the Board shall not discriminate against any Bargaining Unit Member on the basis of race, color, national origin, ethnic group identification, ancestry, religion, age, marital status, gender, sex, sexual orientation, physical or mental disability, medical condition, and political belief or affiliation in admission or access to, or treatment or employment, its programs and activities including adult and vocational education.

ARTICLE XI
TRANSFER PROCEDURES

11.1 Voluntary Transfers

11.1.1 A permanent Bargaining Unit Member may request a voluntary transfer from one (1) work location to another (for openings, i.e., replacements, vacancies, new positions), by completing the approved District Certificated Transfer Form not later than the final working day in February. Transfer requests will be considered for the upcoming school year.

11.1.2 All teachers submitting a request for transfer will be considered for all open positions for which they are credentialed and qualified. The site principal shall schedule meetings or shall conduct telephone conversations to discuss the expectations and special requirements for the open position with interested Bargaining Unit Members. All requests for voluntary transfers shall be considered by the site administrator on the basis of the following criteria:

11.1.2.1 Credential authorization;

11.1.2.2 Major or minor field of study;

11.1.2.3 A Bargaining Unit Member need only be interviewed once per year per school site but shall be considered for all openings based upon the criteria listed above.

- 11.1.3 When two (2) or more Unit members equally meet the above established criteria, length of service shall determine priority, i.e., the Unit member with the greatest District-wide seniority shall receive appointment to the vacancy.
- 11.1.4 If the site administrator determines that none of the voluntary transferees meet the criteria, the position shall be filled by an involuntary transferee or new fully credentialed employee. All transferees considered for the vacancy shall receive notification of the decision relative to the filling of the position via district email. Transferees not selected to fill a vacancy shall be given an opportunity for a follow-up meeting with the site principal to discuss reason for not being selected.
- 11.1.5 The District will continue to consider Bargaining Unit **M**embers with timely-submitted transfer requests prior to hiring a new employee for any bargaining unit position becoming vacant prior to July 15.

11.2 Involuntary Transfers

- 11.2.1 When the Board initiates a transfer, all Unit members being administratively transferred shall have equal opportunity for placement at existing openings identified by the District to be filled by permanent, probationary or temporary Bargaining Unit **M**embers. When a choice of positions is possible, Bargaining Unit **M**embers may indicate an order of preference for consideration of vacancies within the credentials of the transferee.
- 11.2.2 Members of the Bargaining Unit affected by the involuntary transfer shall meet with the administration in advance of the effective date and the member will be informed of the reasons for the transfer. Reasons for the transfer may include:
 - 11.2.2.1 Teaching experience and specialized skills;
 - 11.2.2.2 Placement of Bargaining Unit **M**embers returning from leaves, or specially funded programs, or positions;
 - 11.2.2.3 Instructional program requirements, i.e., bilingual, affirmative action, or specially funded programs;
 - 11.2.2.4 Performance improvement: A Bargaining Unit **M**ember may be transferred no more than once every two (2) years in order to provide a reasonable opportunity for an improvement of performance.

- 11.2.2.5 Fluctuations in pupil enrollment: An over-staffed situation may be deemed to exist when the number of Bargaining Unit Members present in a given school exceeds the established pupil-teacher ratio. The site administrator will determine where a staff surplus exists. An opportunity will be provided for any Bargaining Unit Member in the surplus area to voluntarily transfer to any existing opening in the staff and/or District for which an appropriate credential is held and for which the Unit member is qualified under Section 3 of the article. In the event an appropriate voluntary transfer is not obtained, an involuntary transfer will be effected.
- 11.2.2.6 Elimination or reduction of classes in special areas or programs.
- 11.2.3 When an involuntary transfer is initiated, the site administrator will base his/her decision on criteria that will include the following:
 - 11.2.3.1 Credential authorization;
 - 11.2.3.2 Major or minor field of study;
 - 11.2.3.3 The special requirements for the vacancy as set forth under the specific requirements section of the “Rowland Unified School District personnel Requisition and Status Report;”
 - 11.2.3.4 Number of staff moves involved and any new assignment or reassignment of students that will have the least detrimental effect on the educational program; and
 - 11.2.3.5 Qualified volunteers.
- 11.2.4 When two (2) or more Bargaining Unit Members equally meet the criteria in the preceding paragraph, the Bargaining Unit Member with the least District-wide seniority shall be transferred, except for volunteers.
- 11.2.5 No teacher shall be transferred under the performance improvement provision of the section unless the Board has fulfilled its obligation to evaluate such teacher in accordance with the procedures outlined in Article IX, Evaluation Procedures.
- 11.2.6 A Bargaining Unit Member cannot be involuntarily transferred more than once every two (2) years.

11.3 Teachers who are involuntarily transferred for any reason during the school year shall be allowed three (3) days release time. This time shall be used for moving and preparation for the new assignment. This provision shall not apply to itinerant teachers.

11.4 Upon written request, Bargaining Unit **Members** serving in itinerant assignments shall be given written rationale by the immediate supervisor for any reassignment.

11.5 School Closures

11.5.1 In the event that the District closes a school, displaced Bargaining Unit **Members** shall have the opportunity to indicate their three (3) preferences of both grades and sites for transfer.

11.5.2 Displaced Bargaining Unit **Members** shall be placed in vacancies before other involuntary and voluntary transfers.

11.5.3 The District shall transfer the displaced Bargaining Unit **Member** to an assignment that is within his/her credential authority and which satisfies one of the three (3) indicated preferences.

11.5.4 In the event that the District is unable to place a displaced Bargaining Unit **Member** into an assignment that meets at least one (1) of his/her stated preferences, that Bargaining Unit **Member** shall be offered the first vacancy meeting his/her stated preferences that occurs for a period of two (2) years.

11.6 Classroom Relocation

When classrooms are temporarily relocated due to modernization, school closure, or mid-year reassignment, the District shall provide specific written directions that will include the following:

11.6.1 The District will provide affected teachers with adequate boxes and packaging materials to pack district instructional materials and equipment.

11.6.2 Teachers shall be given one (1) release day to pack District instructional materials and equipment and one (1) release day to set up the classroom.

11.6.3 If teachers are required to pack/set up during non-contract time, they shall be paid up to 12 hours at workshop pay.

11.6.4 Teachers shall be responsible for packing and unpacking personal property.

11.6.5 Teachers shall be responsible for packing and unpacking district property and equipment.

11.6.6 The District shall transport all packed District instructional materials and equipment to and from the temporary classroom location.

11.6.7 District instructional materials or equipment weighing in excess of 35lbs. will be packed and moved by non-certificated personnel.

ARTICLE XII
LEAVES

12.1 Sick Leave

12.1.1 Accumulation – Sick Leave

12.1.1.1 **Bargaining Unit** Members employed five (5) days a week shall be entitled to ten (10) days leave of absence for illness or injury for a year of service. **Bargaining Unit Members** employed less than five (5) days a week for a year of service shall be entitled to that proportion of ten (10) days leave of absence for illness or injury as the number of days of employment per week bears to five (5). The sick leave entitlement for the year shall be credited to the **Bargaining Unit Member** at the beginning of the year. Unused sick leave shall be accumulated from year to year. Summer school employment of one (1) month shall accrue one (1) day of sick leave.

12.1.1.2 The District shall provide each Bargaining Unit Member with a written statement of: 1) his/her accrued sick leave total and, 2) his/her sick leave entitlement for the school year.

Bargaining Unit Member may use not more than fifty percent (50%) of accrued and available sick leave and no more than twenty (20) days annually to care for an immediate family member who has a serious health condition. The District reserves the right to verify illnesses.

12.1.1.3 When a Bargaining Unit Member exhausts all fully paid accrued sick leave and continues to be absent from his/her duties on account of illness or accident, he/she shall be entitled to a period of one-hundred (100) work year days of differential pay, whether or not the absence arises out of or in the course of employment of the Bargaining Unit Member.

12.1.1.4 In the event a Bargaining Unit **Member** exhausts all paid leaves and entitlements in 12.1.3, the member shall be placed on a 39 month re-employment list. Once the member has been released from his/her doctor to return to work within the 39 months, the member will be **returned to service in a position for which he/she is qualified.**

12.1.2 Eligibility – Sick Leave

To be eligible to apply for sick leave absence with pay, the Bargaining Unit **Member** shall be in paid status and scheduled for work on the day(s) of absence. **Bargaining Unit Members** serving during the summer months may expend accrued illness leave on a full day basis.

12.1.3 Use of Unearned Sick Leave

If a Bargaining Unit **Member** resigns, retires, or is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from the final warrant of the Bargaining Unit **Member**.

12.1.4 Request for Paid Sick Leave or Injury Absence and Return

12.1.4.1 Bargaining Unit **Members** must notify the District of an absence. **Notification to the Substitute System** shall normally be made prior to 5:30 a.m. on the day of the absence. Upon request of the immediate supervisor, an alternate notification procedure may be established.

12.1.4.2 A Bargaining Unit **Member** shall follow established procedures to release or hold a substitute for an additional day(s).

12.1.4.3 Upon return from any leave, the Bargaining Unit **Member** shall complete an absence verification form provided by the District and submit said verification as may be required.

12.1.5 Verification of Sick Leave Request

12.1.5.1 An attending physician's HIPAA compliant verification of illness may be required relevant to any request for sick leave absence pay on the District form after five (5) consecutive days of absence. Additionally, it shall be the prerogative of the District to contact the absentee or require verification of any absence, if the Board has reason to believe that the absence may not have been used for proper sick leave purposes. Periodic HIPAA compliant verification of continued illness may be required during extended absence of a Bargaining Unit **Member**. Bargaining Unit **Members** returning to work from illness

absence involving surgery, serious illness or extended absence, shall be required to present a doctor's release verifying medical permission to return to work, including any restrictions. Bargaining Unit Member who fails to provide the required medical verification of illness, medical disability, or injury as requested shall be considered to have been in an unpaid status for the days of absence.

12.1.5.2 The District may require a Bargaining Unit Member to submit to a medical examination with expenses paid for by the District when it believes the Bargaining Unit Member's performance is adversely affected by a physical condition. The District will notify the ARE President in the event that a Bargaining Unit Member is required by the District to submit to a medical examination.

12.2 Physician's Verification of Pregnancy

As soon as the pregnancy is medically confirmed, but no later than the fifth month of pregnancy, the Bargaining Unit Member shall submit a statement on a form provided by the District from the attending physician certifying that the Bargaining Unit Member is physically able to perform all of the assigned duties required of the position.

12.3 Parental/Child Bonding Leave

In accordance with AB375, a Bargaining Unit Member who has exhausted all available sick leave and continues to be absent while taking maternity or paternity leave under the California Family Rights Act (CFRA) shall be eligible to receive paid leave for up to a total of twelve (12) workweeks (60 contract days).

12.3.1 For purposes of this section, "parental leave" shall be defined as leave for reason of the birth of the Bargaining Unit Member's child, or the placement of a child with the Bargaining Unit Member for adoption or foster care.

12.3.2 Bargaining Unit Members shall be entitled to use all current and accumulated sick leave for a period of up to twelve (12) workweeks (60 contract days).

12.3.3 During the period of Parental/Child Bonding Leave, Bargaining Unit Members shall be entitled to substitute differential pay for any of the remaining twelve (12) workweeks (60 contract days). In order to use differential pay, the Bargaining Unit Member must be eligible for leave under CFRA, except that he or she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.

12.3.4 Bargaining Unit Members shall not be provided more than one 12-week period for maternity or paternity leave per school year. However, if a school year terminates before the 12-week period is exhausted, Bargaining Unit Members

may take the balance of the 12-week period in the subsequent school year, within one calendar year of the birth or adoption of the child.

12.3.5 Paid Parental/Child Bonding Leave under this section is in addition to leave taken for disability due to pregnancy, childbirth or related medical condition.

12.3.6 When the need for Parental/Child Bonding Leave is foreseeable, the Bargaining Unit Member must give the District at least 30 days advance written notice of his or her intention to use Parental/Child Bonding Leave and the anticipated dates of the leave. In all other cases, the Bargaining Unit Member must give the District as much advance notice of the need for parental leave as practicable under the circumstances.

12.3.7 Leave shall be taken in increments of at least two (2) weeks' duration, except on two (2) occasions where less than a two (2) week duration shall be granted.

12.3.8 Leave under this section must be completed within twelve (12) months of the birth of the child or placement for adoption or foster care.

12.4 Child Rearing Leave

Bargaining Unit **Members** shall be entitled to an unpaid child rearing leave for the purpose of caring for a natural or adopted infant for a maximum of five (5) months. The length of the leave requested in excess of five (5) months shall be determined by the District to coincide with the operational needs of the District, but shall not exceed twelve (12) calendar months.

A child rearing leave must be requested in writing to the Assistant Superintendent, Human Resources, a minimum of two (2) weeks prior to the date the leave is proposed to commence. A Bargaining Unit Member returning from an unpaid leave of absence with a duration greater than thirty (30) days shall notify the Assistant Superintendent, Human Resources, in writing of intent to return at least two (2) weeks before the expiration of the leave.

12.5 Industrial Accident and Illness Leave

12.5.1 Bargaining Unit **Members** who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of **sixty (60) days paid leave in any one (1) fiscal year. Up to ten (10) additional days shall be provided for Industrial Illness or Injury in non-consecutive years solely upon receipt of a doctor's note requiring additional leave.** This leave shall not be accumulated from year to year. Industrial accident or illness leave will commence on the first day of absence.

12.5.2 Payment for wages lost on any day shall not, when added to a temporary award granted under the Worker’s Compensation laws of this state, exceed the Bargaining Unit Member’s full salary per month. Industrial accident and illness leave shall be reduced by one (1) day for each day of authorized absence, regardless of compensation award made under Worker’s Compensation. When an industrial accident or illness leave occurs at a time when the leave will overlap into the next fiscal year, the Bargaining Unit Member shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the industrial injury or illness occurred for the same illness or injury.

12.5.3 Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave will be used. If, however, the Bargaining Unit Member continues to receive temporary disability indemnity under the Worker’s Compensation laws of this state at the time of the exhaustion of benefits under this section, the Bargaining Unit Member may elect to take as much of the Bargaining Unit Member’s accumulated and available sick leave, which, when added to the Worker’s Compensation award, results in a payment of not more than the Bargaining Unit Member’s regular salary.

12.5.4 A Bargaining Unit Member requesting industrial accident and illness leave benefits may be required to comply with the medical verification and reporting provisions of the sick leave section of this Article.

Upon complying with the District medical release requirements and receiving Board authorization to return to work, a Bargaining Unit Member on industrial accident or illness leave shall be reinstated without loss of status or benefits.

12.6 Jury Duty Leave

The District agrees to grant **Bargaining Unit Members** regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for up to ten (10) days of jury duty in any consecutive twelve-month period, for the time the Bargaining Unit Member is required to perform jury duty during the Bargaining Unit Member’s regularly assigned working hours. Bargaining Unit Members called for jury duty must notify the District of service dates upon receiving said notice from officers of the Court. The equivalent of the jury duty stipend received by the Bargaining Unit Member (excluding that portion received as mileage) shall be deducted from the appropriate pay period. Bargaining Unit Members are required to return to work during any day in which jury duty services are not required. The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation.

12.6.1 Bargaining Unit **Members** who defer jury duty until winter, spring, or summer break shall be paid \$115 per day for the first day served outside of the 185 day work year and \$75 per day for days 2-10 served outside of the 185 day work year. The 10 day maximum for paid service in section 12.4 applies to jury service under this section. **Bargaining Unit Members** must adhere to the provisions of this article in order to be compensated:

12.6.1.1 Upon receiving their first jury notice calling for jury service during the 185 work year, they complete the deferral section and bring the original notice and deferral section to the Human Resources Department for recording.

12.6.1.2 Upon receiving their deferral notice, they send a copy to Human Resources Department.

12.6.1.3 After serving jury duty, they send the court copy verifying the days served to the Human Resources Department for processing.

12.6.1.4 Any unforeseen problems arising from this system will be problem-solved by the negotiation chairs of both teams.

Bargaining Unit **Members** who are summoned during the breaks or over summer, and defer jury duty from a break period (winter, spring, summer) to the regularly scheduled 185 day work year shall not be eligible for this special jury duty deferral compensation under this provision.

12.7 Judicial Leave

A Bargaining Unit **Member** may be granted paid leave for a maximum of three (3) days to appear in court as a witness under a subpoena or as a subpoenaed litigant in a legal action where the Bargaining Unit **Member** must appear under official government order. A Bargaining Unit **Member** shall receive his/her regular pay, less any amount received for witness fees. Witness fees shall be demanded.

12.8 Bereavement Leave

The District agrees to grant necessary leaves of absence with pay at the employee's regular rate of pay not to exceed three (3) days, or five (5) days if one-way travel within the state exceeds 450 miles or if out-of-state travel is required, on account of the death of any member of the immediate family of a Bargaining Unit **Member**. This leave shall not be deducted from sick leave.

Bargaining Unit **Members** may request permission of their immediate supervisor to be absent with pay for one (1) day to attend services for any relative not designated as immediate family.

12.8.1 Verification of Bereavement Leave Upon Return From Leave
Bargaining Unit **Members** shall be required to complete a leave verification form provided by the district and may be required to provide reasonable proof of eligibility for bereavement leave benefits.

12.9 Military Leave / Family Military Leave

The District shall adhere to the laws and/or revisions, deletions of the law governing Military Leave and Family Military Leave.

12.10 Personal Necessity Leave

A maximum of seven (7) days of absence for illness or injury leave earned pursuant to the sick leave provisions of this Article may be used by the Bargaining Unit **Member**, at his/her election, in cases of personal necessity, as described below:

12.10.1 Death or serious illness of a member of the Bargaining Unit **Member's** immediate family.

12.10.2 Accident or illness of a member of a Bargaining Unit **Member's** immediate family or property which is serious in nature and under circumstances the Bargaining Unit **Member** cannot be expected to disregard, and which requires the attention of the Bargaining Unit **Member** during his/her assigned hours of service.

12.10.3 Adoption of a child by a Bargaining Unit **Member** that necessitates legal adoption procedures during the normal working day or care for the child in its new home.

12.10.4 A maximum of four (4) days of personal necessity may be used by a Bargaining Unit **Member** to attend to matters which require the attention of the Bargaining Unit **Member**, and which must be taken care of during the assigned hours of service, provided the Bargaining Unit **Member** requests the absence from his/her supervisor in advance of the leave, and provided that not more than 10% of the staff of any school or department may be granted a leave under this provision for the same day. These personal necessity days may not be used during designated staff development buy-back days for which the District receives money for teacher attendance.

12.10.5 Bargaining Unit **Members** shall obtain advance permission from the immediate supervisor when taking personal necessity leave prior to the beginning of the work shift in which the absence is requested, except for (12.8.1) and (12.8.2) of this section, by following the procedures established by his/her immediate supervisor.

12.10.6 Upon return from a personal necessity leave, Bargaining Unit **Members** shall be required to complete absence verification forms provided by the District and may be required to submit verification of the reason for the absence. Bargaining Unit **Members** shall be denied paid personnel necessity benefits for absences for purposes other than those defined above and/or for failure to comply with the absence verification requirements of the Board.

12.11 Return from Paid Leave

Bargaining Unit **Members** returning from a paid leave shall be placed by the Board in any positions (i.e. teacher, counselor, psychologist, nurse, etc.) in which the Bargaining Unit **Member** served prior to the leave, and for which the Bargaining Unit **Member** is eligible under the provisions of this document and the laws and licensing requirements of the State of California.

12.12 Renewal Leave

The Board may grant a renewal leave to a Bargaining Unit **Member** who has rendered service to the District for at least ten (10) years. No more than one (1) such leave shall be granted to any one (1) Bargaining Unit **Member** in each subsequent ten (10) year period. The number of such leaves granted shall not exceed 2% of the Bargaining Unit in any school year. The Bargaining Unit **Member** shall file an application for Renewal Leave with the Human Resources Department by March 15 for the following school year.

Bargaining Unit **Members** on renewal leave shall receive fringe benefits in the same manner as if the Bargaining Unit **Member** were on duty in the District.

The Bargaining Unit **Member** shall furnish an acceptable bond, by August 1 of the leave year, indemnifying the District against loss in the event that the Bargaining Unit **Member** fails to render at least one (1) year of service to the District after return from renewal leave. The bond shall be rescinded in the event that failure to return and render such one (1) year of service is caused by the death or physical or mental disability of the Bargaining Unit **Member**.

12.13 Health Leave

The Board may grant a Bargaining Unit **Member**, upon request, an unpaid leave for health reasons. Such leave shall be for a minimum of one (1) semester.

12.14 Unpaid Personal Leave

A Bargaining Unit **Member** may be granted an unpaid personal leave up to thirty (30) days upon the approval of the immediate supervisor or an unpaid personal leave of up to one (1) school year upon the approval of the immediate supervisor and the Assistant Superintendent, Human Resources.

Gainful employment while on leave of absence requires approval by the Board and will not be granted if the employee obtains employment in a certificated position in public or private school.

12.14.1 Options to Continue Benefits – Unpaid Leave

Bargaining Unit **Members** who are on approved unpaid leaves of absence, as provided in this Article, shall be eligible to participate in the benefits of Article XIII, Health and Welfare Benefits, provided that the Bargaining Unit **Member** pays the full cost of participation, including the District contribution and the Bargaining Unit **Member** contribution to the premium for self and family members, if applicable. To remain eligible for participation, the Bargaining Unit **Member** shall remit the full premium cost to the District not later than the fifteenth of the month preceding the benefit coverage. Bargaining Unit **Members** who fail to remit premiums as provided above shall be deemed to be ineligible for further participation in the benefit program. Bargaining Unit **Members** on a District approved leave of absence of less than one (1) calendar month shall continue to participate in the fringe benefit program as though they were in a paid status.

12.14.2 Step Advancement – Unpaid Leave

Bargaining Unit **Members** who are on an unpaid leave of absence for 25% or more of the required days of attendance shall be ineligible for Step (increment) advancement on the salary schedule.

12.14.3 Return from Unpaid Leave

The Board shall attempt to place Bargaining Unit **Members** in assignments as similar to the assignment prior to the leave as possible when the circumstances preclude the possibility of a Bargaining Unit **Member** returning to the same position.

12.14.4 Leave Extension

The extension of unpaid leaves shall be at the sole discretion of the Board. Application for the leave extension shall be made to the Assistant Superintendent, Human Resources, per the following timeline:

Unpaid personal leave up to thirty (30) days - fifteen (15) days prior to expiration date of the leave.

Unpaid personal leave up to one (1) school year – sixty (60) days prior to the expiration date of the leave.

Bargaining Unit **Members** who are denied extension of unpaid personal leave shall return to work at the expiration of the previously approved leave or shall resign from employment with the District.

12.15 Family Illness Leave

The District shall adhere to the laws and/or revisions, deletions of the law governing Family Illness Leave.

12.16 Catastrophic Leave Program

12.16.1 Definitions

12.16.1.1 A “catastrophic illness or injury” shall be defined as an illness or injury that is expected to incapacitate the Bargaining Unit Member for an extended period of time, and taking extended time off work creates a financial hardship for the Bargaining Unit Member because he or she has exhausted all accumulated sick leave.

12.16.1.2 The following shall not be eligible for use of the Program:

- Conditions or illness resulting from the commission of a crime
- Elective cosmetic surgery
- Diagnosis of "stress"
- Illnesses/injury covered under the Workers Compensation Program

12.16.1.3 A "day of catastrophic leave" shall be defined as the amount of dollars necessary to augment the Bargaining Unit Member's differential pay in order that the Bargaining Unit Member shall receive one hundred percent (100%) of his/her per diem base salary while using the Program.

12.16.1.4 No Bargaining Unit Member shall receive more than 100% of base salary while using the Program.

12.16.2 Catastrophic Leave Program Committee

12.16.2.1 A Catastrophic Leave Committee shall be comprised of three (3) ARE members appointed by the ARE president and two (2) District representatives and shall administer the Program.

12.16.2.2 Decisions of the Committee shall be determined by simple majority vote and shall be final and are not subject to the grievance procedure contained in Article 12 of this Agreement.

12.16.2.3 Upon receipt of an application for Catastrophic Leave, the committee will convene and review the application within ten (10) work days.

12.16.2.4 Upon request of ARE, a list of participants and accounting of balance of days available in the bank will be provided within ten (10) working days and at each meeting of the Catastrophic Leave Committee.

12.16.3 Eligibility

12.16.3.1 All Bargaining Unit Members shall be eligible to contribute to the Program during the month of September provided that the Bargaining Unit Member shall have a minimum of nine (9) accumulated sick leave days remaining after contributing a sick leave day to the Program.

12.16.3.2 At the time of hire, all Bargaining Unit Members shall be eligible to participate in the Program through the contribution of one day.

12.16.3.3 Participation shall be voluntary, but shall require a contribution of one (1) day to the Program; only contributors shall be permitted to withdraw from the Program.

12.16.3.4 ARE shall make Contribution forms for the Program available to all Bargaining Unit Members.

12.16.3.5 Contribution forms shall be received by Human Resources no later than the last work day in September.

12.16.4 Contributions

12.16.4.1 The initial contribution by each participating Bargaining Unit Member shall be one (1) day of sick leave as delineated in Section 12.5.3 of this article.

- 12.16.4.2** Days contributed to the Program shall be a general contribution, not made for a specific member of the Program.
- 12.16.4.3** Each day donated to the Program shall equate to one (1) day of catastrophic leave.
- 12.16.4.4** Upon initial contribution to the Program, no further assessment shall be required from participants unless the number of days in the Program drops below one hundred (100).
- 12.16.4.5** Sick leave contributions made pursuant to this provision shall be irrevocable.
- 12.16.4.6** Days in the Program shall accumulate from year to year.
- 12.16.4.7** Days shall be contributed to and withdrawn from the Program without regard to the daily rate of pay of the Program participant.
- 12.16.4.8** In the event that the number of days in the Program drops below one hundred (100), the Committee shall send out notification to all Bargaining Unit Members that they must contribute an additional day in order to remain a participant in the Program.
- 12.16.4.9** This time shall also be an opportunity for initial contributions to be made by interested Bargaining Unit Members.

12.16.5 Utilization of the Program

- 12.16.5.1** Program participants shall use all their sick leave, before being eligible to apply to receive Catastrophic Leave.

- 12.16.5.2** If a participant is incapacitated to the point of being incapable of completing an application, applications may be submitted to the Committee by the participant's agent or member of the Bargaining Unit Member's family.
- 12.16.5.3** Withdrawals from the Program shall be granted in units of no more than twenty-five (25) Bargaining Unit Member work days. Bargaining Unit Members may submit a request for up to three extensions of up to twenty-five (25) additional days. Withdrawals from the Program shall be limited to a maximum of one hundred (100) days within a school year per eligible Bargaining Unit Member.
- 12.16.5.4** If more than one (1) applicant requests use of the Program at the same time and the number of days in the Program is not adequate to fulfill the total number of days requested, the number of days shall be divided equally among the applicants until such time as there are enough days to fulfill the requests.
- 12.16.5.5** The use of the Program shall run concurrently with the Extended Illness leave identified in Section 12.1.1.3 of Article 12 of the Agreement between ARE and RUSD.
- 12.16.5.6** Bargaining Unit Members applying to utilize days of the Program shall be required to submit verification of catastrophic illness in the form of a written medical statement from the attending physician indicating the nature of the illness/injury and the probable length of absence from work.
- 12.16.5.7** The Committee may require a medical review by a physician of the Committee's choice. The Committee shall choose only a physician who participates in the negotiated insurance policy. Refusal to submit to the medical review will terminate the Bargaining Unit Member's continued withdrawal from the Program.

12.16.5.8 The Bargaining Unit Member shall waive any and all claims against the Board of Education, District, and its officers and employees, arising from the administration of the Program.

12.16.5.9 Members of the Committee shall not divulge personal information about any participant including but not limited to the nature of the illness.

12.16.5.10 Any fraudulent use of days granted in the Program shall result in the return of the amount of dollars equivalent to the cost of those days by the Bargaining Unit member, through the garnishment of the Bargaining Unit Member's wages and will terminate the Bargaining Unit Member's continued or future withdrawal from the Program.

12.16.6 Termination of the Program

In the event that the parties negotiate the termination of the Program, the days remaining in the Program shall be returned to the then current members of the Program in the amount calculated by dividing the number of remaining days by the number of then current members of the Program. In the event the number of days exceeds the number of members in the Program, the number of whole days of leave shall be divided equally among each member participating in the Program with the remaining balance determined by a lottery. In the event there are fewer days than the number of members in the Program, the remaining days will be determined by a lottery.

ARTICLE XIII
HEALTH AND WELFARE BENEFITS

13.1 The Board shall continue to offer each full-time Bargaining Unit Member and eligible dependents health and welfare coverage (medical, vision, dental and life insurance) as currently described herein and Appendix C.

13.1.1 Effective January 1, 2016 the District maximum contribution (CAP) per eligible ARE Bargaining Unit Member will be \$11,000.

- 13.2 Bargaining Unit **M**embers shall have the option to decline the District major medical and hospitalization coverage when a spouse has similar coverage. Such employee must submit a letter and attach a copy of the insurance card to Risk Management for filing to indicate they are currently covered by insurance through another carrier.
- 13.3 Each regular Bargaining Unit **M**ember who works 50% or more of the equivalent to full-time shall receive all of the benefits that a full-time Bargaining Unit **M**ember receives. Members working less than 50% are not eligible to purchase benefit coverage.
- 13.4 Bargaining Unit **M**embers who work a complete school year shall have insurance benefits under the District's fringe benefit program effective through the last day of August. Bargaining Unit members who are employed shall have insurance benefits commence on the first day of the month coinciding with or following the date of employment.
- 13.5 Bargaining Unit **M**embers who terminate their employment prior to the close of the school year shall be under the District's insurance program through the last day of the month in which the termination occurs.

13.6 Retiree Benefits

Members of the Bargaining Unit who reach retired status shall be eligible to participate in the medical (Medicare Supplemental, of Non-Medicare Eligible Coverages)

- 13.6.1 Retired Bargaining Unit **M**embers should contact CalPERS directly to determine plan options and costs.
 - 13.6.2 Retired Bargaining Unit **M**embers should contact the District's Risk Management for dental and/or vision plan options and costs.
 - 13.6.3 Retirees pay the full cost of participation for self and family members, if applicable. To remain eligible for participation, the retiree shall remit the full premium cost to the District not later than the fifteenth of the month preceding the benefit coverage. Retirees who fail to remit premiums as provided above shall be deemed to be ineligible for further participation in the benefit program.
- 13.7. Health Care Committee
Effective January 2012 the role of the District's Health Care Committee will be changed from advisory to informational. The committee will meet as needed to receive information, review data and provide input on the District's health and welfare program.
- 13.8 Cash-in-lieu
Effective January 1, 2015 for those who choose to opt out of enrolling in the health coverage offered, a "cash in lieu" compensation of \$1,500.00 will be provided. This will be contingent on the District's health coverage continuing to be provided by CalPERS.

ARTICLE XIV
SALARY SCHEDULES AND RULES

- 14.1 Bargaining Unit **Members** who serve less than the required annual number of working days (as defined in Article VII, Hours, Duties, Work Year, Section 7) for regular full-time Bargaining Unit **Members** in their classification, shall receive salary in the ratio that the number of days actually served bears to the total number of annual working days for that classification.
 - 14.1.1 Salary warrants for regular Bargaining Unit **Members** shall be issued on the last working day of each month, with appropriate deductions. Salary adjustments to correct misplacement on schedules or over/under payments shall be made as soon as the error is verified.
 - 14.1.2 All Bargaining Unit **Members** shall be placed on the Teachers' Salary Schedule except those Bargaining Unit **Members** in the positions of Building Counselors, School Psychologists, Speech Language Pathologists, Staff Development and Special Education Program Specialists, Health Specialists, and Children Center Permit Teachers.
- 14.2 Initial Placement on Schedules
 - 14.2.1 Credit for initial placement for service outside the District shall be allowed on the Counselor and Psychologist salary schedules at the rate of one (1) increment (Step) for one (1) year of comparable service up to a maximum of twenty (20) increments starting with newly hired employees who begin their assignment on or after July 1, 1999. This is not retroactive for employees prior to this date.
 - 14.2.2 Credit for initial placement for service outside the District shall be allowed on the Teachers' Salary Schedule at the rate of one (1) increment (Step) for one (1) year of comparable service up to a maximum of twenty (20) increments starting with newly hired employees who begin teaching on or after July 1, 1999. This is not retroactive for employees prior to this date.
 - 14.2.3 All coursework approved for initial placement must be verified by official transcripts. Obtaining official transcripts is the responsibility of the Bargaining Unit **Member**. All transcript verifications must be received within thirty (30) days of the signing of the Bargaining Unit **Member's** initial contract. Failure to do so will result in the Board's withholding salary warrants until such documents are placed on file. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule.

14.2.4 The burden of proof of training, experience, possession of credential and other required documents shall lie with the Bargaining Unit Member, both for the initial placement and for subsequent reclassification. Any error in placement or classification shall be corrected as soon as the error is verified.

14.3 Vertical Movement

14.3.1 In the 2007-2008 school year all Bargaining Unit Members shall advance one (1) vertical Step on the salary schedule for each year of satisfactory performance. In the 2008-2009 school year all Bargaining Unit Members shall advance one (1) vertical Step on the salary schedule for each year of satisfactory performance until they reach Step 12 in Columns II; III; and IV. There will not be step advancement on these columns but column movement shall still be permissible. Bargaining Unit Members who have been frozen will continue to receive “across the board” negotiated salary increases. Bargaining Unit Members who have been frozen in Columns II – IV and move to Column V or VI will be placed on the appropriate step based on number of years served. All Bargaining Unit Members in Columns V and VI shall advance year for year until they reach the maximum step for their placement.

14.3.2 A Bargaining Unit Member who is in paid status for 75% of the required days of attendance shall be granted a year of service for salary increment.

14.3.3 Bargaining Unit Members who are in paid status less than five (5) days per week and less than 75% of the required days of attendance in a school year may accumulate days in paid status over two (2) consecutive years. Those members who accumulate the requisite number of days (139) in paid status during the two (2) consecutive year period will be granted one (1) year of service credit and be eligible for a salary increment.

14.3.4 When a supervisor anticipates a denial of a Bargaining Unit Member’s Step or anniversary increment, the supervisor shall give timely notice and shall carry out the provisions of Article IX, Evaluation Procedures, Paragraph 9.3.4.1

14.4 Horizontal Movement

- 14.4.1 Course credit for salary placement and movement shall be given only for post graduate, upper division, or graduate course work taken from an accredited institution as listed in the **U.S. Department of Education Database of accredited Postsecondary Institutions and Programs**. The course work and/or degree is expected to be within, or closely related to, the field of education and to subjects commonly taught in public schools. Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hour (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds.
- 14.4.2 **Bargaining Unit Members may submit official transcripts for salary schedule consideration no earlier than August 1 and no later than October 15 annually with no limit as to the number of units that may be submitted. Upon receipt in Human Resources of the petition and official transcripts showing the required number of acceptable semester hours (units) for advancement on the salary schedule, compensation changes for such coursework shall be provided retroactive to the first day of the Bargaining Unit Member's paid status for that school year. Transcripts will not be accepted at any other time with exception to those transcripts referred to in Article 14.4.3.**
- 14.4.3 **Bargaining Unit Members who complete a graduate degree after initial salary schedule placement may submit official transcripts at any time during the year. Compensation changes for such coursework shall become effective on the first of the month following receipt of the petition and official transcripts showing the conferral of a new graduate degree and the required number of acceptable semester hours (units) in the Human Resources office.**
- 14.4.4 **If a Bargaining Unit Member believes that participation in a lower division course will be of direct benefit to the Board, and that a similar benefit is not available at an upper division or graduate course level, such Bargaining Unit Member may petition the Board for a waiver prior to the date of enrollment in the lower division course. Such waiver, if granted, allows the units so approved to be counted for advancement on the salary schedule.**

14.5 Anniversary Increments

14.5.1 Anniversary increments as indicated on the Teachers' Salary Schedule shall be granted to Bargaining Unit **Members** whose basic salary is derived there from in accordance with the following provisions:

14.5.1.1 A Bargaining Unit **Member** may earn a special increment after three (3) years of service on the 12th step, provided he/she has a rating of satisfactory during the year preceding the year in which the special increment is to be granted. This increment is shown as Step 15 on the schedule.

14.5.1.2 A Bargaining Unit **Member** may earn a second special increment after five (5) years of service on the first special increment step, provided he or she has a rating of satisfactory during the year preceding the year in which the second special increment is to be granted. This increment is shown as Step 20 on the schedule.

14.5.1.3 A Bargaining Unit **Member** may earn a third special increment after five (5) years of service on the second special increment step, provided he or she has a rating of satisfactory during the year preceding the year in which the third special increment is to be granted. This increment is shown as Step 25 on the schedule.

14.5.1.4 A Bargaining Unit **Member** in Column V or VI may earn a fourth special increment after two years (2) on the third special increment step provided he/she has a rating of satisfactory for the most recent evaluation preceding the year in which the fourth special increment is to be granted. This increment is shown as Step 27 on the Teachers' Salary Schedule.

14.5.2 Anniversary increments as indicated on the Building Counselors, School Psychologists, Program and Special Education Specialists, and Health Specialists' Salary Schedules shall be granted in accordance with the following provisions:

14.5.2.1 A Bargaining Unit **Member** may earn a special increment after six (6) years on Step 5 of service in the District, provided he/she has a rating of satisfactory during the year preceding the year in which the special increment is to be granted. This increment is shown as Step 11 on the schedule.

14.5.2.2 A Bargaining Unit Member may earn a second special increment after five (5) years on the first special increment step, provided he/she has a rating of satisfactory during the year preceding the year in which the second special increment is to be granted. This increment is shown as Step 16 on the schedule.

14.5.2.3 A Bargaining Unit Member may earn a third special increment after five (5) years on the second special increment step, provided he/she has a rating of satisfactory during the year preceding the year in which the third special increment is to be granted. This increment is shown as Step 21 on the schedule.

14.5.2.4 A Bargaining Unit Member may earn a fourth special increment after five (5) years on the third special increment step, provided he/she has a rating of satisfactory for the most recent evaluation preceding the year in which the fourth special increment is to be granted. This increment is shown as Step 26 on the schedule.

14.6 New Classifications

If the District creates any new classification within the Bargaining Unit during the term of this Document, it shall determine and establish the salary rate and rules applicable thereto for the balance of the term of the Document. It shall notify the Association of any such action.

14.7 Children Center Permit teachers employed in Extended Day Care programs shall earn vacation and be paid for holidays in the same manner as classified employees.

14.8 Teacher Classification Interpretation

During the 2000-2001 negotiation sessions the District and Association agreed that it is appropriate to provide strong incentives for teachers to acquire and maintain fully credentialed status. This mutual commitment to recruiting and retaining fully credentialed teachers is reflected in the following changes and adjustments to the Association salary schedule. Effective with the beginning of the 2001-2002 school year the following shall apply:

Column II In 2001, Column I and Column II were combined into one column. In 2007 it was decided to remove Column I in the heading and use Column II. Placement in Column II shall include a Bachelor’s Degree without a preliminary or clear credential.

At the time Bargaining Unit **M**embers earn such credential and it is verified by the District, they shall be eligible for placement beyond Column II at the Step and Column which, within salary schedule regulations and limitations, reflect their years of experience, educational units and Degrees as applicable.

Column III Bachelor’s Degree plus a preliminary or clear credential.

Column IV Bachelor’s Degree with a preliminary or clear credential plus 45 semester units; or Master’s Degree; or Bachelor’s Degree plus Clear 8.0 or 8.1 Vocational Credential.

Column V Master’s Degree with a preliminary or clear credential plus 15 semester units; or Bachelor’s Degree with a preliminary or clear credential plus 60 semester units including the Master’s Degree; or Bachelor’s Degree plus Clear 8.0 or 8.1 Vocation Credential plus 15 semester units.

Column VI Master’s Degree with a preliminary or clear credential plus 30 semester units; or Bachelor’s Degree with a preliminary or clear credential plus 75 semester units including the Master’s degree; or Bachelor’s Degree plus Clear 8.0 or 8.1 Vocational Credential plus 30 semester units.

Bargaining Unit **M**embers hired before July 1, 2002 who do not possess a clear or preliminary credential and who are currently placed in Columns III, IV, V or VI; such Bargaining Unit **M**embers will not advance on the salary schedule until such time they earn a preliminary or clear credential. Once all required paperwork is received in Human Resources, the Bargaining Unit **M**ember will advance to the step equal to their actual years of service if they have been frozen.

14.8.1 Effective September 1, 2002, Bargaining Unit **M**embers in Columns I–VI on the teacher’s salary schedule who obtain a preliminary or clear credential and provide all necessary documents and transcripts to the Human Resources office shall advance on the salary schedule and be placed on the appropriate Step and Column based on units and service.

Step and/or Column changes shall become effective the first of the month following receipt of the petition and official transcripts in Human Resources.

A unit is defined as upper division or graduate credit earned beyond and after the requirements necessary for granting of the Bachelor’s Degree or Master’s Degree.

14.9 School Psychologists, Program and Special Education Specialists, Health Specialists, and Building Counselors Classification Interpretation:

Column I	Bachelor’s Degree plus 45 semester units, or Master’s Degree.
Column II	Bachelor’s Degree plus 60 semester units, including the Master’s Degree; or Master’s Degree plus 15 semester units and the Pupil Personnel Services Credential with authorization to serve as a School Psychologist. School Psychologists must have the Pupil Personnel Services Credential with authorization to serve as a School Psychologist.
Column III	Bachelor’s Degree plus 75 semester units, including a Master’s degree; or Master’s Degree plus 30 semester units and the Pupil Personnel Services Credential with authorization to serve as a School Psychologist. School Psychologists must have the Pupil Personnel Services Credential with authorization to serve as a School Psychologist.

14.10 Speech and Language Pathologists Classification Interpretation:

Column I & II	Bachelor’s Degree (BA) or Bachelor’s Degree with or without units, no credential
Column III	BA Degree and Preliminary or Clear Clinical or Rehabilitative Services Credential (CC/RSC)
Column IV	BA Degree, CC/RSC, plus 45 semester units acquired after credential; or BA, CC/RSC and Masters (MA) acquired at the same time as credential or after obtaining credential
Column V	BA Degree, CC/RSC and 60 units over and above BA including MA or MA plus 15 units
Column VI	BA Degree, CC/RSC and 75 units over and above BA including MA or MA plus 30 units

14.11 Salary

Effective upon ARE ratification, Board of Education approval and County review the following salary improvements will be implemented.

- 14.11.1 **Effective July 1, 2017 a two percent (2%) increase will be applied to all salary schedules and retroactive payment provided to all Bargaining Unit Members. All certificated employees employed and in paid status on January 8, 2019 to receive 2% one-time off-schedule payment calculated based on base salary. This one-time payment shall be prorated for Bargaining Unit Members with less than a 100% contract.**
- 14.11.2 **Salary will remain closed for discussion for the 2018-19 school year and shall be open for discussions for the 2019-2020 school year.**

14.12 Compensation Package

- 14.12.1 The compensation package for Bargaining Unit Members includes the salaries and fringe benefits of all Bargaining Unit Members. This includes the scheduled salaries, additional actual costs for Step increases; the related fringe benefits: medical, dental, vision, and life insurance; retirement, unemployment insurance, and workers compensation.
- 14.12.2 The District and Association recognize that Steps and Columns have been and continue to be a negotiable item under the law.
- 14.12.3 It is recognized that the salary increase commencing September 1, 2000 include the 1.25% funding for Staff Development Buy-Back Days (SB 1193). Any changes in funding this program would be acknowledged by the Association and District, and included as a factor in negotiating salary changes in the future.

14.13 Period Instruction

Bargaining Unit Members electing to teach an additional period shall be paid a stipend of one-twelfth (1/12) of their annual salary per semester. Payment for period instruction shall be paid monthly on the Bargaining Unit Member's regular salary warrant. Teachers on extended leave of absence will not be compensated for the additional period while on leave.

14.14 Extra Duty Pay Assignments

- 14.14.1 Bargaining Unit **M**embers may be assigned to paid extra duty assignments when the extra duty assignment is essential to the needs of the school, as determined by the supervisor for each school year.
- 14.14.2 Bargaining Unit **M**embers shall be given first consideration for extra duty assignments.
- 14.14.3 Extra duty assignments as described in Appendix C shall be paid at the indicated percentage rate of Step 1, Column 2 of the Teachers' Salary Schedule.
 - 14.14.3.1 Department Chairpersons are paid at the end of each semester (50% of total amount)
 - 14.14.3.2 Athletic Extra Duty Assignments are paid at the end of the season
 - 14.14.3.3 Activity Extra Duty Assignments are paid at the end of each semester (50% of total)
- 14.14.4 The District shall allocate \$3.00 per A.D.A. to each elementary and intermediate school to be used, as determined by the supervisor, for payment to Bargaining Unit **M**embers, at the workshop rate, for additional assignments beyond the instructional day.
- 14.14.5 Extra Duty Assignments/Stipends not listed in Appendix C shall be paid at the end of the assignment.
- 14.14.6 Extra duty assignments pay shall be increased proportionately to reflect additional time required for playoff competition.

14.15 Special Stipends (Paid on a monthly basis)

Doctoral Stipend:

- 14.15.1 Effective April 1, 1994 prospectively, individuals with earned doctorates in a subject commonly taught in public schools or public school service (i.e., education, administration, etc.) will receive the doctoral stipend as soon as the degree is properly registered with the District. When appropriate, the stipend will be prorated. In the event of a question related to the applicability, exceptions can be made by the concurrence of the District and the Association and will be memorialized in writing. All previous doctoral stipends will continue.

Bilingual Stipend:

14.15.2 Effective September 1, 1994, Bargaining Unit **Members** who possess a Bilingual Cross-Cultural Specialist Credential (BCC Specialist), Single or Multiple Subject Credential with bilingual cross-cultural emphasis, Bilingual Certificate of Competence (BCC), or Bilingual Cross-Cultural Language and Academic Development credential (BCLAD) properly registered with the District, and are required to use it in their current assignment designated bilingual, sheltered, or ELD classes, or support personnel whose duties affect the quality of instruction for LEP students, will receive the bilingual stipend.

The District and Association agree that bilingual stipends are intended for designated bilingual, sheltered or ELD class teachers with appropriate credentials. The bilingual matrix and compliance records maintained by the Bilingual office shall be a determining factor in resolving questions of stipend applicability. While the parties recognize that a teacher may have several bilingual students in his/her class, the intent of the new contract language is to recognize that both conditions of certification and class designation must be met.

14.14.3 Bargaining Unit **Members** in non-classroom support roles may apply for the stipend through the Human Resources office if they feel their duties affect the quality of instruction for LEP students.

Special Education/Nurse/Librarian Stipend:

14.15.4 Effective September 1, 1997, Bargaining Unit **Members** who: 1) possess special education credentials which authorize them to teach resource specialist programs, special day classes, severely handicapped classes, adaptive PE classes, visually handicapped classes, and/or speech therapy/language group, 2) have such credential(s) properly registered with the District, and 3) are actually teaching the classes designated in number 1) above will receive the special education stipend. **Bargaining Unit Members** on emergency credentials/permits or waivers assigned to these classes do not qualify for the stipend.

Effective September 1, 1997, Bargaining Unit **Members** who are employed as: 1) nurses, and possess service credentials with a specialization in health for school nurses; and 2) librarians, and possess the service credentials authorizing services as librarian or library media teachers will receive the nurse/librarian stipends. Nurses or librarians who have emergency credentials or are on waivers do not qualify for the stipend.

The District and Association agree that special education, nurse and librarian stipends are intended for those Bargaining Unit **Members** who are assigned to special education classes and nurse/librarian positions that require credentialing beyond that of a basic multiple subject credential or single subject credential.

The stipend does not apply to those members who possess the additional credentials but are not assigned to such classes or positions. The Human Resources Divisions will work with the Special Education and Pupil Services Divisions to keep updated about Bargaining Unit **Members'** placements in these classes or positions.

ARTICLE XV
REDUCED SERVICE EMPLOYMENT

15.1 **Definition:** Reduced Service Employment is a plan whereby an eligible Bargaining Unit **Member** is employed for not less than 50% of the required number of duty days during the member's last year of full-time service.

15.2 **Requirements:** The Bargaining Unit **Member** shall have reached the age of fifty-five (55) prior to reduction in service. The member's last year of eligibility is the year of his/her 70th birthday. The member must have been employed in a full-time position for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.

Not more than 2% of the Bargaining Unit **Members** shall participate in Reduced Service Employment contracts in any school year.

15.3 **Duration:** Reduced Service Employment contracts may be renewed annually for up to five (5) years. Termination of the contract shall be by mutual consent or by the Board should there be a failure in performance of required services.

15.4 **Compensation:** The Bargaining Unit **Members** shall be paid a salary that is the pro rata share, but not less than one-half, of the salary that he/she would have earned for full-time service.

The State Teachers Retirement System contribution paid by the Bargaining Unit **Member** and the District shall equal the amount that would be paid on the Bargaining Unit **Member's** salary for regular full-time employment.

15.5 **Effects on Benefits:** The Board will provide fringe benefits equal to those provided full-time Bargaining Unit **Members**. Sick leave will be earned on a pro rata basis.

15.6 **Request Procedure:** The Bargaining Unit **Members** shall file an application for Reduced Service Employment with the Human Resources office by May 1 for the following year.

- 15.7 Special Conditions: The reduced services Bargaining Unit Member will have responsibilities pro-rated in relation to full-time employment. The reduced services Bargaining Unit Member will be evaluated each year.
- 15.8 Return to Full-Time Employment: The reduced services Bargaining Unit Member may be returned to full-time employment upon the mutual consent of the Bargaining Unit Member and the Board.

ARTICLE XVI
EARLY RETIREMENT

- 16.1 Early Retirement is an incentive plan whereby a Bargaining Unit Member whose age is under 65 may retire early and receive Health and Welfare benefits for a designated number of years.
- 16.2 Requirements: The Bargaining Unit Members shall have reached age fifty-five (55) and have rendered a minimum of ten (10) years of service to the District. The Bargaining Unit Member in this program shall resign his/her position with the District and may not return to regular employment with the District except under exceptional circumstances approved by the Board.
- 16.3 Early Retirement
 - 16.3.1 The Bargaining Unit Member must be between the ages of fifty-five—sixty-five (55-65) upon retirement.
 - 16.3.2 The member agrees to HMO (including Kaiser) benefits seven (7) years or until age sixty-five (65), whichever occurs first.
 - 16.3.3 The member agrees to PPO benefits five (5) years or until age sixty-five (65), whichever occurs first.
 - 16.3.4 Health and Welfare benefits equal to those granted to full-time Bargaining Unit Members shall be provided each year.
 - 16.3.5 ARE and the District agree that in the event age requirements for MediCare eligibility are increased this article will be reopened.
 - 16.3.6 ARE and the District agree to reopen this article if CalPERS regulations, requirements are modified.

ARTICLE XVII
GRIEVANCE PROCEDURES

- 17.1 To expedite grievance processing, the number of day indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. Time limits shall consist of days during which the central office is open, except that when a grievance is filed subsequent to May 1, and prior to the end of the school year, the time limits shall be regarded as calendar days. Any time limits affected by the Christmas or spring breaks shall be extended by five (5) days.
- 17.2 Definitions:
- 17.2.1 Grievance – A claim by a Bargaining Unit **Member** that there has been a violation or misapplication of this Document that has adversely affected the Bargaining Unit **Member**, or a claim by the president of the Association that there has been a violation or misapplication of this Document that adversely affects the Association.
- 17.2.2 Grievant – A grievant is a Bargaining Unit **Member** who is filing a grievance.
- 17.2.3 Supervisor – A supervisor is the supervisor having the first line jurisdiction over the Bargaining Unit **Member** who is filing the grievance.
- 17.3 Grievance Resolution: Grievance shall be processed in accordance with the following steps:
- 17.3.1 Informal Level: Before filing a formal written grievance, the grievant shall identify the grievance and attempt to resolve it by an informal conference with his/her supervisor.
- 17.3.2 Formal Level I (Supervisor): Any grievant who knew, or reasonably should have known, of the circumstance giving cause to the grievance, shall present the grievance in writing to the supervisor within fifteen (15) days. The written information shall include:
- 17.3.2.1 A description of the specific grounds of the grievance including names, dates, and places necessary for understanding of the grievance.
- 17.3.2.2 A listing of the provisions of this Document which are alleged to have been violated or misapplied.
- 17.3.2.3 A listing of the action requested of the Board which will remedy the grievance.

17.3.2.4 The supervisor or his/her designee shall respond in writing within five (5) days of receipt of the written grievance and shall furnish copies of the response to the grievant and the Association.

17.3.3 Formal Level II: If a grievance is not resolved within ten (10) days after the receipt of the supervisor’s response to Formal Level I, the grievant may request that the Association submit the grievance within five (5) days to mediation by the Assistant Superintendent of Human Resources. Within ten (10) days of receiving notice of the unresolved grievance, the Assistant Superintendent of Human Resources will meet with the parties and seek resolution. The Assistant Superintendent of Human Resources shall respond in writing within five (5) days after this meeting.

17.3.4 Formal Level III: Within five (5) days of receipt of the Assistant Superintendent of Human Resources’ response, the grievant may request that the Association submit the grievance to a mediator. The Association shall notify the Board in writing within ten (10) days of the receipt of the request from the grievant if the Association agrees to submit the grievance to a mediator. Both parties shall agree upon a mediator secured from the California Mediation and Conciliation Service (CMCS). The parties may also mutually agree upon another mediator.

If the parties agree upon CMCS then either party may contact the California Mediation and Conciliation Service (CMCS) to supply a list of five (5) names.

Each party will alternately strike from the list until only one (1) name remains. The order of striking will be determined by a flip of a coin. By mutual agreement between the parties, arbitration procedures may be used. The rules of CMCS then in force shall be utilized by the parties in the conduct of the hearing.

The opinions and conclusions of the mediator are to be given serious consideration as an acceptable resolution to the dispute, but they may be rejected by either party by writing to the other stating the reasons for the rejection. The reasons stated are not subject to challenge.

17.3.5 If the District or Association rejects the opinion or conclusion of the mediator, the opposing party may forward the grievance to the California Mediation and Conciliation Service (CMCS) to request that they supply a list of names of five (5) arbitrators. Each party will alternately strike from the list until only one (1) name remains. The order of striking will be determined by a flip of a coin. By mutual agreement between the parties,

- arbitration procedures may be used. The rules of CMCS then in force shall be utilized by the parties in the conduct of the hearing.
- 17.3.6 It shall be the function of the arbitrator to make an award that will resolve the grievance. The arbitrator shall be subject to the following limitations:
- 17.3.6.1 The arbitrator shall have not power to add to, subtract from, disregard, alter, or modify any of the terms of this Document.
 - 17.3.6.2 The arbitrator shall have no power to establish the structure of the salary schedule.
 - 17.3.6.3 If necessary, the arbitrator, by referring to the written grievance and the answers thereto at each previous step, shall determine whether a grievance exists.
 - 17.3.6.4 After a hearing, and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing to all parties, his/her findings and award which shall be final and binding on the parties.
- 17.4 The fees and expenses of the arbitrator shall be equally shared by the Association and the Board. All other expenses shall be borne by the parties incurring them and neither party shall be responsible for the expense of the witnesses called by the other.
- 17.5 The arbitrator may hear and determine only one (1) grievance at a time unless the Board agrees otherwise. However, both parties will, in good faith, endeavor to handle in an expeditious and convenient manner cases that involve the same or similar facts and issues.
- 17.6 Either party may request a certified court reported to record the entire arbitration hearing. The cost of service and the expense of such report shall be paid by the party requesting the report or shared by the parties if both mutually agree.
- 17.7 All procedural documents, communications, and other records dealing with the processing of a grievance shall be files separately from the personnel files of the grievant or participants and shall be treated in a confidential manner.
- 17.8 Both parties agree that no adverse actions shall be taken against the grievant or participants in the grievance process.
- 17.9 Release time to the grievant and participants shall be utilized for the purpose of discussions and hearing involved in the grievance process. Preparation of materials or supporting documents shall take place outside of normal working hours.

- 17.10 The grievant may be represented at all meetings and hearings at all steps of the grievance procedure by an Association representative.
- 17.11 The parties and their representatives by mutual consent may meet at any time during the grievance process in order to continue attempts to resolve the grievance and may mutually agree to extend the time limits under this article if desired.
- 17.12 Where more than one (1) grievance is filed and the underlying facts of the grievance are agreed to by the parties as being identical, the first such grievance shall be processed to a resolution and the result shall be binding upon the parties as to the balance of the identical grievances thus filed.

ARTICLE XVIII
SAFETY

- 18.1 The Board agrees to correct unsafe working conditions or situations that constitute a threat to the Bargaining Unit Member's health or safety. Corrections to conditions representing an immediate hazard to the safety or health of a Bargaining Unit Member shall take place as soon as possible after the employee's immediate supervisor has been notified.
 - 18.1.1 The Bargaining Unit Member shall report all unsafe or hazardous conditions to the immediate supervisor. Upon notification, the immediate supervisor shall take steps to notify the appropriate District personnel, and the District shall investigate and report back to the Bargaining Unit Member within ten (10) working days.
 - 18.1.2 Bargaining Unit Members shall not be required to work in identified unsafe conditions or to perform tasks that endanger their health, safety, or well-being, or that of their students.
 - 18.1.3 The District shall comply with all provisions of the California Occupational Safety and Health Act (CAL-OSHA), California Labor Code, California Administrative Code, and the Education Code as they pertain to school and/or employee safety.
 - 18.1.4 No Bargaining Unit Member shall be in any way discriminated against as a result of reporting any condition believed to be detrimental to the health and safety of any Bargaining Unit Member.
- 18.2 Under emergency hazardous conditions, the Bargaining Unit Member may take actions essential to abate the condition to the extent necessary to protect himself/herself from the hazard and shall report immediately to the Bargaining Unit Member's supervisor.
 - 18.2.1 In the event of an emergency closure of District facilities, including but not limited to natural disaster, quarantine, or government order, the district and ARE

will meet and confer to address the impact of the event on Bargaining Unit **Members** within ten (10) working days of the conclusion of the event.

18.3 District Safety Committee

18.3.1 A District Safety Committee composed of equal representation from District, ARE, and other district employee representatives or experts invited by the District shall meet no less than four times per year unless determined otherwise by the Safety Committee to develop, monitor, review, and revise the District Safety plan.

18.3.2 The District Safety Committee will be responsible for recommending annual professional development activities related to safety.

18.3.3 Association representatives shall receive release time or payment at the workshop rate for participation in Safety Committee meetings extending beyond their work day.

18.3.4 Copies of the District Disaster Plan and Emergency Procedures Manuals shall be available in school offices for review.

18.4 The District shall provide every classroom and major work area with first aid kits containing basic first aid supplies, and other items which may be unique to a work location.

18.5 Each site shall have a Site Safety Committee, which may be the School Site Council, that shall develop and annually review its site safety, health, and emergency preparedness plan for distribution to employees at the site. The committee shall also make the District aware of any unaddressed safety issues.

18.5.1 Site plans are expected to include contingency plans for a wide variety of safety risks, including, but not limited to, suspicious or unwanted persons on the worksite, fire, earthquake, flood, evacuations, and emergency closings.

18.5.2 The District Safety Committee shall provide each site with general procedures for safety with the site committee overseeing unique site issues.

18.6 As provided in Education Code 48910, a Bargaining Unit **Member** may suspend a student from his/her class for the day of the suspension and the following day for any act that disrupts or diminishes the education process by following the process enumerated in Education Code Section 48910, which has been included in the Appendix of this Agreement and will be updated as changes occur in law.

18.7 The Site Administrator shall provide a Bargaining Unit **Member** advanced notice when permitting a parent to observe in the member's classroom. Notice shall be provided to the Bargaining Unit **Member** no later than the close of the school day before the observation.

18.8 The use of valuable personal property within the District is generally discouraged because of the potential of the property being lost or stolen. However, if employees, have a need to bring valuable personal property into the District, they must have the prior written approval of the site manager.

District employees shall report all damage or loss of school property to the principal or designee immediately after such damage or loss is discovered.

When valuable personal property that is on a District site, is lost, stolen, or damaged, the primary insurance coverage for that property is the individual's homeowner's policy. That policy must respond first to the loss to whichever limits are established in the homeowner's policy.

If the homeowner's policy is not sufficient to cover the entire loss, then the District's policy provides secondary coverage up to a maximum of \$2,500 per person.

Personal vehicles including motorcycles and motorbikes are an exception to this policy. Vehicle insurance is provided exclusively by the owner of the vehicle with no secondary coverage by the District.

18.9 Bargaining Unit **M**embers shall immediately report cases of assault, threat, or vandalism suffered by them in connection with their employment to their principal or other immediate supervisor who shall immediately notify the police to come to the school.

18.10 The District shall provide in-service training on a voluntary basis to Bargaining Unit **M**embers wishing training on how to subdue assaultive students, break up student fights, proper restraint techniques, and use of conflict intervention skills.

18.11 In accordance with Education Code Section 49079, the District shall notify Bargaining Unit **M**embers of a record of conduct demonstrating that a student has caused or attempted to cause serious bodily injury.

ARTICLE XIX
SAVINGS

19.1 If any provisions of this Document and/or applications thereof are held to be contrary to law by a court of competent jurisdiction, such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE XX
PROFESSIONALISM

20.1 California Standards for the Teaching Profession (CSTP)

The District and Association agree that all Bargaining Unit Members shall strive to model the Standards for the Teaching Profession identified by the California Commission on Teacher Credentialing.

20.2 Professional Growth

The District and Association agree that managers and Bargaining Unit Members will conform to the Professional Growth requirements as enumerated in Sections 44277 through 44279 of the California Education Code, and Sections 80550 through 80565 of the California Administrative Code.

20.3 Professional Attire

The District and Association believe that all employees must practice the tenets of the District's mission statement and core values. We believe in a child-centered environment that promotes the values of integrity, respect, responsibility, safety, and excellence.

An essential part of the teaching-learning process is that of the employees as a role model for students. Since all employees serve as role models, it is important that they maintain professional standards of attire. Just as overall attitude and competency contribute to a productive learning environment, so do appropriate dress and grooming.

Professional attire demonstrates a high regard for education and represents a professional image to the community consistent with an individual's job responsibilities. Dressing professionally is defined as wearing neat, clean, and appropriate clothing that is not overly casual, distracting, ill-fitting, or poorly maintained. It is recognized that ongoing dialogue is needed between sites administration and staff which will provide valuable and practical feedback for future negotiations.

ARTICLE XXI
CONCERTED ACTIVITIES

- 21.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or other Association approved and condoned concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Document, including compliance with the request of other labor organizations to engage in such activity.
- 21.2 The Association recognizes the duty and obligation of its representatives to comply with the provision of this Document and to make every reasonable effort toward inducing all Bargaining Unit **M**embers to do so. In the event of an unsanctioned strike, work stoppage, slowdown, or other interference with the operations of the District by Bargaining Unit **M**embers who are represented by the Association, the Association agrees in good faith to take all reasonable and necessary steps to cause those employees to cease such action.
- 21.3 It is agreed and understood that any Bargaining Unit **M**ember violating this Article may be subject to discipline up to and including termination by the Board.
- 21.4 It is understood that in the event this Article is violated by the Association, its officers or agents, the Board shall be entitled to withdraw any rights, privileges or services provided in this Document.
- 21.5 It is not the intent of the Board to forbid attendance at Board meetings or communications with members of the community. It is likewise not the intent of the Board to forbid lawful informational picketing during the period of negotiations.

ARTICLE XXII
MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 22.1 The exercise of the following powers rights, authorities, duties, and responsibilities by the Board, 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 Document and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States. It is not the intention of the parties, in setting forth the following rights of management to detract or diminish in any way the rights of the Association or of the Bargaining Unit **M**embers as set forth elsewhere in this Document.
- 22.2 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the

State of California, and of the United States, including, but without limiting the generality of the foregoing, the right:

- 22.2.1 to the executive management organization and administrative control of the Rowland Unified School District and its properties and facilities;
- 22.2.2 to hire all employees, and, subject to the provisions of the law and this Document, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees; to direct the work activities of its employees, determine the time and hours of operation, and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for temporary services;
- 22.2.3 to establish educational policies, goals, and objectives; to ensure the rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and
- 22.2.4 to build, move or modify facilities, establish budget procedures, and determine budget allocation; determine the methods of raising revenue, and take action on any matter in the event of a catastrophic circumstance that is an immediate threat to the safety of the students.

ARTICLE XXIII
ZIPPER

- 23.1 During the term of this Document, both parties waive and relinquish the right to meet and negotiate and agree that neither party shall be obliged to meet and negotiate except by mutual consent.
- 23.2 If, during the term of this Document, the parties hereto should mutually and voluntarily agree to modify, amend, or alter the provisions of this Document in any respect, any such changes shall be effective only if reduced to writing and executed by authorized representatives of the District and Association. Any such changes validly made shall become a part of this Document.

ARTICLE XXIV
SITE-BASED DECISION-MAKING

- 24.1 The District and ARE remain committed to continuing the long standing tradition of involving Bargaining Unit **M**embers in all major initiatives of the District.
- 24.2 The District reserves its management rights to appoint employees to any position listed on the extra duty pay assignment or other non-classroom compensated assignments. Site administrators will consider input from Bargaining Unit **M**embers prior to making the appointment. All extra duty assignments or other non-classroom compensated assignments will be posted on the school site designated ARE bulletin board.
- 24.3 Site-Specific Amendments
Site-specific amendments to the collective bargaining agreement may be mutually agreed by the District and ARE. These site-specific amendments shall be in effect for one (1) year. The District and ARE will each develop procedures that are mutually compatible and include final approval provisions by the ARE Board of Directors and the Board of Education.

ARTICLE XXV
DUE PROCESS

- 25.1 The provisions of this Article apply only to Bargaining Unit **M**embers with permanent status. The Education Code will be followed for non-permanent Bargaining Unit members. The District and Association support the concept of progressive discipline. Most problems that occur should first be handled at an informal level between the Bargaining Unit **M**ember and the administrator. However, if problems are not solved at this informal level, formal steps have been identified as a recourse to change inappropriate behavior and/or correct a violation.
- 25.2 It is understood that disciplinary actions shall be consistent with the degree of unacceptable behavior
- 25.3 If a Bargaining Unit **M**ember does not adhere to contract provision Education Code statutes, state/federal laws, applicable Board Policies and/or other standards of behavior that are expected of professional educators, the administrator shall present the facts to the Bargaining Unit **M**ember and at such time, an Association representative will be present at this meeting if requested by the Bargaining Unit **M**ember.
- 25.4 If the administrator determines that formal discipline short of dismissal is warranted, he/she will proceed with the following disciplinary steps. If the administrator determines that an oral and /or written warning is insufficient, a written reprimand may be issued without an oral or written warning (see 25.4.3.1).

- 25.4.1 Oral warning: A conference will be held wherein the administrator informs the Bargaining Unit Member of the concern and will state directives to correct the problem. A summary paragraph will be written and given to the Bargaining Unit Member and such summary will not be placed in the Human Resources File.

- 25.4.2 Written warning: A conference will be held and the Bargaining Unit Member will be directed to correct the problem. The Bargaining Unit Member will be given a written warning stating that he/she will receive further disciplinary action if the problem continues and such warning will not be placed in the Human Resources File.

- 25.4.3 Written reprimand: A conference will be held and the Bargaining Unit Member will be given a formal letter of reprimand and directed to sign to acknowledge receipt. The reprimand shall be placed in member's Human Resources File. The letter will reference specific provision of Education Code, or other state and federal laws, policies or other regulations as defined in 23.3 that the Bargaining Unit Member violated and the steps for remediation. Pursuant to Education Code 44031, the Bargaining Unit member shall have the opportunity to review and comment on the contents of the written reprimand prior to it being placed into the Bargaining Unit Member's personnel file. The written reprimand and any written response shall be forwarded to Human Resources within 10 days of it being given to the Bargaining Unit Member.
 - 25.4.3.1 If an administrator issues a written reprimand without the oral or written warning, the employee may appeal the reprimand by requesting a meeting within ten (10) days with a representative assigned by Association and a representative assigned by the District to review the cause for the reprimand. If the parties agree, the reprimand will either be placed in the Human Resources File or will be reduced to a written warning and not placed in the Human Resources File. This section shall not be used if the Bargaining Unit Member received an oral and/or written warning for the same violation prior to receiving the written reprimand.

 - 25.4.3.2 Education Code 44031 will be followed in regard to the Bargaining Unit Member's right to inspect and respond to information of a derogatory nature that is contained in their Human Resources file.

25.4.4 Suspension: If a Bargaining Unit Member does not correct the violation, he/she shall be recommended for suspension to the Board of Education. The administrator, in consultation with the appropriate Assistant Superintendent, may recommend:

- a. Partial pay suspension – maximum one (1) day. In this case, the teacher will pay for a substitute and receive difference pay.
- b. Unpaid suspension – from one (1) day to a maximum of fifteen (15) days.

25.4.4.1 Unpaid suspension shall not exceed a total of fifteen (15) days in one school year. In all instances, the length of suspension shall relate to the severity of the action and the disciplinary history of the Bargaining Unit Member. Suspension shall not reduce or deprive the Bargaining Unit Member of health and welfare benefits.

25.4.4.2 The administrator, in consultation with the appropriate Assistant Superintendent, shall include in his/her recommendation to the Board, a rationale for the number of days suspended. A copy of the administrators recommendation will be given to the Bargaining Unit member.

25.4.4.3 The Bargaining Unit Member shall have an opportunity to attend a meeting with District personnel and be represented by Association prior to their recommendation being forwarded to the Board. If agreement is reached, the suspension may stand, be reduced, or dismissed. If agreement is not reached, either party may request a state mediator. The state mediator’s decision will not be binding.

25.4.4.4 If the Bargaining Unit Member wishes to arbitrate the Board’s final decision, he/she may request an expedited arbitration through Association and Section 17.3.4 shall be followed. In the meantime, the suspension shall be imposed.

25.4.4.5 The District and Association shall maintain a list of five (5) agreed upon arbitrators if an expedited arbitration is needed. The hearing shall take place in a timely manner unless unforeseen circumstances occur that prevent a hearing from proceeding.

- 25.4.5 Dismissal If a Bargaining Unit **M**ember does not correct the violation, he/she shall be recommended for dismissal to the Board of Education pursuant to the California Education Code.
- 25.5 This article in no way limits the District’s ability to non re-elect temporary or probationary Bargaining Unit **M**embers as stated in their employment contracts and/or specified in the California Education Code.
- 25.6 The existence of progressive steps in no way limits the District’s authority to dismiss an employee for serious offenses as defined in the Education Code, state/federal law, and applicable Board Policies.

ARTICLE XXVI
RATIFICATION

This Agreement is approved and ratified by the Board of Education of the Rowland Unified School District and the officers and members of the Association of Rowland Educators, California Teachers Association/National Education Association, on the **8th day of March, 2018**.

This Agreement becomes effective as of **July 1, 2017** and shall remain in effect until **June 30, 2019**.

Cary C. Chen, President
Board of Education
Rowland Unified School District

Shay Lohman, President
Association of Rowland Educators

Donna Freedman, Vice President
Board of Education
Rowland Unified School District

Sharyn Sigler Ed.D., Chairperson
Negotiating Team
Association of Rowland Educators

David M. Malkin, Clerk
Board of Education
Rowland Unified School District

Miguel Espinoza, Member
Negotiating Team
Association of Rowland Educators

Lynne Ebenkamp, Member
Board of Education
Rowland Unified School District

Derek Hollingsworth, Member
Negotiating Team
Association of Rowland Educators

Angelena M. Pride, Member
Board of Education
Rowland Unified School District

John Petersen, Member
Negotiating Team
Association of Rowland Educators

Julie Mitchell, Ed.D., Superintendent,
Rowland Unified School District

Greg Pryor, Member
Negotiating Team
Association of Rowland Educators

Alejandro Flores, Asst. Superintendent,
Administrative Services
Rowland Unified School District

Vanessa Ramirez, Member
Negotiating Team
Association of Rowland Educators

Dennis Bixler, Asst. Superintendent,
Human Resources,
Rowland Unified School District

APPENDIX A
EVALUATION INSTRUMENTS

1. Non-Permanent Certification Evaluation Form
 - For probationary and temporary teachers serving a 60%, 80% or 100% assignment.
2. Standard Certificated Assessment
 - A. Three Scale
 - For permanent teachers who select an evaluation form with 3 performance-rating numbers.
 - B. Four Scale
 - For permanent teachers who select an evaluation form with 4 performance rating numbers.
3. Alternative Path Evaluation
 - For permanent certificated Bargaining Unit **M**embers who obtain agreement from evaluator to be assessed based on alternative goals.
4. Remedial Path Evaluation Form
 - For permanent teachers placed on a remedial path.
5. Non-Classroom Path for Instructional Support
 - For certificated Bargaining Unit **M**embers who are not classroom teachers.

____ ARE Initials

____ District Initials

APPENDIX B
EXTRA DUTY PAY ASSIGNMENT SCHEDULE

POSITION	FACTOR
1. <u>DEPARTMENT CHAIRPERSON (Paid at end of each semester)</u>	
Art	6%
Business Education	7%
Director of Athletics	10%
English	8%
Fine Arts	8%
Foreign Language	7%
Home Economics	7%
Honors	7%
Industrial Arts	7%
Mathematics	8%
Music	6%
Physical Education	8%
Science	8%
Social Science	8%
Special Education	7%
2. Reading Coordinator	8%
3. Intermediate Team Leader	8%
4. Health Services Specialist	8%
5. Psychological Services Specialist	8%
6. Speech and Language Services Specialist	8%

7. ATHLETIC EXTRA DUTY ASSIGNMENTS (Paid at the end of the season or activity)

Program Complexity - Group One

A. Boys

Varsity Golf	6%
Assistant Varsity Baseball	6%
Assistant Varsity Track	6%
Assistant Varsity Swimming	6%
Assistant Varsity Wrestling	6%
Assistant Sophomore Football	6%
Assistant Freshman Football	6%
Assistant Soccer	6%
Assistant Varsity Basketball	6%
Assistant Volleyball	5%

B. Girls

Assistant Varsity Swimming	6%
J.V. Basketball	6%
J.V. Tennis	6%
J.V. Badminton	5%
J.V. Softball	5%
Assistant Varsity Soccer	6%
J.V. Volleyball	5%
Freshman/Sophomore Volleyball	5%

Program Complexity - Group Two

A. Boys

Assistant Varsity Water Polo	6%
Freshman/Sophomore Water Polo	6%
J.V. Basketball	6%
J.V. Baseball	6%
J.V. Tennis	6%
Sophomore Football	7%
Freshman Football	7%
Freshman Basketball	6%
Freshman Baseball	6%
Sophomore Basketball	6%

B. Girls

Varsity Badminton	7%
Varsity Softball	8%
Freshman/Sophomore Basketball	6%

Program Complexity - Group Three

A. Boys

Varsity Volleyball	8%
Varsity Soccer	8%
Varsity Water Polo	8%
Varsity Gymnastics	8%
Varsity Swimming	8%

Program Complexity - Group Three (continued)

Varsity Cross-Country	8%
Varsity Wrestling	8%
Varsity Tennis	8%
Assistant Varsity Football	8%
B. <u>Girls</u>	
Varsity Basketball	9%
Varsity Swimming	8%
Varsity Water Polo	8%
Varsity Tennis	8%
Varsity Soccer	8%
Varsity Track	9%
Varsity Volleyball	8%

Program Complexity - Group Four

A. <u>Boys</u>	
Varsity Football	10%
Varsity Basketball	9%
Varsity Baseball	9%
Varsity Track	9%
Trainer	9%

8. ACTIVITY EXTRA DUTY ASSIGNMENTS (Paid at the end of each semester)

A. High School Drama Advisor	8%
B. High School Drill Team Advisor	8%
C. High School Year Book Advisor	6%

ARE Initials	District Initials
D. High School GAA Advisor or Assistant Athletic Advisor	8%
E. High School Paper Advisor	6%
F. High School Intramural Sports Program Advisor	6%
G. High School Pep Advisor	8%
H. High School Tall Flag Advisor	6%
I. High School Girls Synchronized Swimming Advisor	6%
J. High School Class Advisor	5%
K. High School Instrumental Music Advisor	9%
L. High School Choral Music Advisor	9%
M. High School Student Control Advisor	8%
N. Intermediate School Instrumental Music Advisor	5%
O. Intermediate School Choral Music Advisor	5%
P. High School Staging Advisor	5%
Q. Intermediate School and Continuation High School Yearbook Advisor	5%
R. Intermediate School and Continuation High School Newspaper Advisor	5%
S. Intermediate School and Continuation High School Student Activities Advisor	5%
T. Modern Dance Advisor	7%
U. Intermediate School Advisors, after school Activities/Student Council, Drill Team, PEP, Tall Flags	5%
V. Academic Competition Advisor High School	10%
W. Academic Competition Advisor Intermediate School	5%

9. INTERMEDIATE SCHOOL SUBJECT AREA COORDINATORS (Paid at the end of each semester)
- A. Language Arts 8%
 - B. Mathematics 8%
 - C. Social Studies 8%
 - D. Science 8%

SALARY SCHEDULES

Contact Human Resources Office for the latest salary schedule for all positions.

SPECIAL STIPENDS (PAID MONTHLY)

- 1. Doctoral Stipend - \$2,000 per school year (see 14.14.1 for explanation)
- 2. Bilingual Stipend - \$1,000 per school year (see 14.14.2 for explanation)
- 3. Special Education - \$1,000 per school year (see 14.14.4 for explanation)
- 4. Nurse/Librarian stipend - \$500 beginning (see 14.14.4 for explanation)
- 5. Elementary Outdoor Science School - \$350 (see 7.3.5.4 for explanation)

APPENDIX C
HEALTH AND WELFARE BENEFITS

- A. Medical
 - 1. Contact the Risk Management Office or Visit CalPERS website for specific information on plans offered and employee co-pay amounts.

- B. Dental / Vision
 - 1. Contact the Risk Management Office for information and options for Dental and Vision coverage.

- C. Vista Magellan
 - 1. Inpatient Mental Health and Chemical Dependency coverage will be provided under an insured plan offered by Vista Magellan.

- E. Life Insurance
 - 1. Continue Group at \$15,000.
 - 2. Continue Voluntary Life.
 - 3. Continue Voluntary AD&D.

APPENDIX D
EDUCATION CODE 44031

44031. (a) Every employee has the right to inspect personnel records pursuant to Section 1198.5 of the Labor Code.

(b) In addition to subdivision (a), all of the following shall apply to an employee of a school district:

(1) Information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review and comment on that information. The employee shall have the right to enter, and have attached to any derogatory statement, his or her own comments. The review shall take place during normal business hours and the employee shall be released from duties for this purpose without salary reduction.

(2) The employee shall not have the right to inspect personnel records at a time when the employee is actually required to render services to the district.

(3) A noncredentialed employee shall have access to his or her numerical scores obtained as a result of a written examination.

(4) Except as provided in paragraph (3), nothing in this section shall entitle an employee to review ratings, reports, or records that
(A) were obtained prior to the employment of the person involved,
(B) were prepared by identifiable examination committee members, or
(C) were obtained in connection with a promotional examination.

APPENDIX E
EDUCATION CODE 44664

44664. (a) Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows:

(1) At least once each school year for probationary personnel.
(2) At least every other year for personnel with permanent status.
(3) At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001 (20 U.S.C. Sec. 6301, et seq.), as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

(b) The evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the employee. If an employee is not performing his or her duties in a satisfactory manner according to the standards prescribed by the governing board, the employing authority shall notify the employee in writing of that fact and describe the unsatisfactory performance. The employing authority shall thereafter confer with the employee making specific recommendations as to areas of improvement in the employee's performance and endeavor to assist the employee in his or her performance. If any permanent certificated employee has received an unsatisfactory evaluation, the employing authority shall annually evaluate the employee until the employee achieves a positive evaluation or is separated from the district.

(c) Any evaluation performed pursuant to this article which contains an unsatisfactory rating of an employee's performance in the area of teaching methods or instruction may include the requirement that the certificated employee shall, as determined necessary by the employing authority, participate in a program designed to improve appropriate areas of the employee's performance and to further pupil achievement and the instructional objectives of the employing authority. If a district participates in the Peer Assistance and Review Program for Teachers established pursuant to Article 4.5 (commencing with Section 44500), any certificated employee who receives an unsatisfactory rating on an evaluation performed pursuant to this section shall participate in the Peer Assistance and Review Program for Teachers.

(d) Hourly and temporary hourly certificated employees, other than those employed in adult education classes who are excluded by the provisions of Section 44660, and substitute teachers may be excluded from the provisions of this section at the discretion of the governing board.

APPENDIX F
EDUCATION CODE 48910

48910. (a) A teacher may suspend any pupil from class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. If that action requires the continued presence of the pupil at the schoolsite, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

(b) A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

(c) A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the designee of the principal for consideration of a suspension from the school.

APPENDIX G
EDUCATION CODE 49079

49079. (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.