

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 Assistant Superintendent, Administrative Services or designee.** ~~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 **Assistant Superintendent, Administrative Services or designee** ~~site manager~~ at least twenty-four (24) hours prior to the meeting. The manager shall approve the location of the meeting.

4.12.1 The Board agrees to release the Association President 100% with **50% of** the cost of the **President's base salary, statutory costs and benefits** ~~total compensation including salary, stipends, extra duty, etc. and benefits,~~ including STRS, to be provided by ~~equally divided between the District and the Association.~~ **During the released year, the president shall receive the same compensation 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 Member will have return rights to a position **at his/her previous school site in an assignment** ~~authorized by his/her credential~~ his/her prior assignment and location.

4.13 Organizational Security

~~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.~~

~~4.13.1.6 — 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.~~

- 4.13.1 Each time a person is newly employed in a position in the bargaining unit, the District shall inform them of their employment status, ~~rights, benefits, duties and responsibilities,~~ and other employment-related matters.
- 4.13.2 The District shall provide at least one annual new Bargaining Unit Member orientation in August for all newly hired bargaining unit members.
- 4.13.3 The first orientation shall take place within seven (7) calendar days prior to the return date for returning teachers ~~first day of classes,~~ except when no new bargaining unit members are commencing employment at the start of a given year.
- 4.13.4 Any Bargaining Unit Member(s) hired after the start of the school year shall be provided an in-person orientation/~~onboarding~~ meeting to be held in October and February. ~~within twenty-one (21) calendar days from the date of hire.~~
- 4.13.5 New Bargaining Unit Members shall be paid the workshop rate ~~their hourly per diem rate, based on their annual salary,~~ for the duration of these required orientation/~~onboarding~~ meetings when orientations occur outside the contract year and/or day.
- 4.13.6 The District shall provide written notice of the date, time and location of all Bargaining Unit Member orientations/~~onboarding~~ meetings, by electronic mail, to the ARE President no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s) or ten (10) calendar days in advance of other orientation/~~onboarding~~ meetings ~~held in October or February~~ that may occur throughout that year.

- 4.13.6.1 In the event the District is unable to comply with the stated advance notice, the District shall, at the request of the Association, reschedule the orientation/~~onboarding~~ meeting and provide the advance notice.
- 4.13.6.2 If, however, the District provides proof that there was an urgent need critical to the employer's operations that was not reasonably foreseeable, the Association shall be provided as much notice as possible.
- 4.13.7.1 Such time will ~~not~~ be provided at ~~the end of~~ a meeting time which is mutually agreeable to the District and Association. ~~day unless ARE requests to be placed at the end of the agenda.~~ District administration will excuse themselves during Association time.
- 4.13.8 The Association is entitled to invite ~~California Teachers Association (CTA) endorsed vendors and~~ CTA staff to the Association portion of new Bargaining Unit Member orientations/~~onboarding~~ meetings and will have access to District audio visual equipment for Association presentations.
- ~~4.13.9 The Association shall have District paid release time to attend and participate in new bargaining unit member orientations/onboarding meetings for up to three (3) Bargaining Unit Members, selected by the Association, if any orientation/onboarding meeting is held during contractual work hours.~~
- 4.14 New Bargaining Unit Member Information
- 4.14.1 The District shall provide a list of all new Bargaining Unit Members to the ARE President no later than July 15 via electronic communication in digital Excel format. The list will include the name, job title, and work site.
- 4.14.2 The following new Bargaining Unit Member information shall be delivered to the ARE President via secure medium such as a file transfer protocol ~~digital Excel~~ electronic communication in digital Excel format ~~if in possession of the district~~ no later than thirty (30) days after the date of hire:
1. Name
 2. Home Address
 3. Phone Numbers – work, home and cellular
 4. Personal (non-District) Email Addresses
 5. ~~School~~ Work Site
 6. Grade Level/Assignment
 7. Date of Hire
 8. Seniority Date
 9. Full time Equivalent (FTE) status
 10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
 11. Type of Credential

4.14.3 If the District is unable to provide any of the information listed in 4.14.2 the reason shall be included in the electronic communication.

4.15 Bargaining Unit Member Information

4.15.1 In addition, on the first day of each month, the District shall deliver to the ARE President the following information ~~if in possession of the district~~ via electronic communication in a secure medium such as a file transfer protocol digital Excel format for all Bargaining Unit Members:

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular
4. Personal (non-District) Email Addresses
5. ~~School~~ Work Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full time Equivalent (FTE) status
10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
11. Type of Credential
12. Indication of any Bargaining Unit Member on Unpaid Leave of Absence
13. An indication of whether the District is deducting dues for membership

4.15.2 If the District is unable to provide any of the information listed in 4.15.1 the reason shall be included in the electronic communication

4.16 Notice of, and Opportunity to Oppose, Third-Party Requests for Members' Information

~~4.16.1 The District shall notify the ARE President and the impacted Bargaining Unit Member(s) of any third party request for unit members' contact information within two days of receipt of the request.~~

~~4.16.2 This includes, but is not limited to, California Public Records Acts requests for Bargaining Unit Member disciplinary, evaluative, or other personnel record information.~~

~~4.16.3 The District shall not release the request for seven duty days so that the Association and impacted Bargaining Unit Member(s) have a reasonable opportunity to object to the disclosure of the requested information and/or raise potential concerns before the employer responds to the requestor and publicizes the information.~~

- 4.16.4 The District shall not disclose to a third-party personal Bargaining Unit Member information such as including home addresses, personal email addresses, home phone or cell phone numbers, birthdates and/or family member names., etc

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.~~

ARTICLE VIII
CLASS SIZE

- 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. ~~The outcome and roster of participants in this process shall be reported annually to the ARE President no later than November 1 each year.~~ Information related to the decision making process for utilization of these funds and the determination of how the funds will be utilized shall be shared with the Association President upon request.

- 8.3 If an elementary teacher’s class enrollment exceeds the individual class size maximum as provided for in 8.1.1 after the ~~twentieth (20th)~~ calendar day of each semester, 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 ~~\$250 200 300 200100~~ per student

- 8.4.2 Effective with the ~~2016-17~~ ~~2019-20~~ 2020-2021 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)~~ The three (3) dates ~~to~~ shall be determined by the Bargaining Unit Members with approval from their site principal on the selection of days to be released.

- 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. ~~The outcome and roster of participants in this process shall be reported annually to the ARE President no later than November 1 each year.~~ Information related to the decision making process for utilization of these funds and the determination of how the funds will be utilized shall be shared with the Association President upon request.

~~In order to assist K-8 schools with the instruction of "at risk" 7th and 8th students, each site will be allocated \$32.00/ADA (7th and 8th grade) each year starting July 1, 2012. Through a school In order to assist K-8 schools with the instruction of "at risk" 7th and 8th students, each site 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. The outcome and roster of participants in this process shall be reported annually to the ARE President no later than November 1 each year.~~ Information related to the decision making process for utilization of these funds and the determination of how the funds will be utilized shall be shared with the Association President upon request.

8.15.1 The District shall maintain a caseload for Bargaining Unit Members assigned to teach in the Resource Specialist Program (RSP) ~~shall have a caseload~~ of no more than ~~24 28 26~~ 28.

8.15.3 The District shall maintain an average caseload for ~~teachers~~ Bargaining Unit Members teaching in a Moderate to Severe Special Day Class (SDC) program of ten (10) students with an individual teacher maximum of twelve (12).

8.15.3.1 Should the caseload exceed the maximum after the-twentieth (20th) ~~calendar~~ day of each semester, the Site Administrator shall notify the Director of Special Education and ARE President ~~immediately by the end of the next workday within two school days.~~

8.15.3.2 In the event individual caseloads exceed those specified in 8.15.3-1, the Site Administrator shall meet with the Bargaining Unit Member and ARE Site Representative within ten (10) workdays to attempt to resolve the overage.

8.15.4.1 Should the caseload exceed the maximum after the-twentieth (20th) ~~calendar tenth (10th) work~~ day of each semester, the Site Administrator shall notify the Director of Special Education and ARE President ~~immediately by the end of the next workday within two school days.~~

8.15.4.2 In the event individual caseloads exceed those specified in 8.15.4-1, the Site Administrator shall meet with the Bargaining Unit Member and ARE Site Representative within ten (10) workdays to attempt to resolve the overage.

ARTICLE IX EVALUATION PROCEDURES

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 E** for Ed. Code.)

If Education Code 44664 is applied, Bargaining Unit Members may be evaluated at least every five (5) years if the Bargaining Unit Member has been employed at least ten (10) years with the school district, has received satisfactory evaluations and there is mutual agreement between the evaluator and the Bargaining Unit Member.

9.1 Path Descriptions:

9.1.5 Non-Classroom Path: Instructional support staff that do not have classroom responsibilities shall be evaluated using the new form **for their specific respective assignments**. (i.e., psychologists, counselors, librarians, nurses, adaptive PE, specialists and special assignments, (speech/itinerant/visually impaired teachers etc.). Non-permanent ~~certificated instructional support staff~~ teachers shall be assessed each year until permanency is obtained.

RUSD withdraws proposal for modification of Article 9.1.5 on 11-22-19

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 **thirty (30) days prior to the end of the school year 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 **thirty (30) days prior to the end of the school year 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 **with the approval of their supervisor (district withdraws proposal)**. Bargaining Unit Members using this path shall adhere to mutually agreed upon objectives and inform the evaluator of progress during the year. The Bargaining Unit Members shall be assessed on attainment of agreed upon objectives and at the spring conference, held no later than **thirty (30) days**

prior to the end of the school year May 15th, the final summary evaluation form shall be given to the Bargaining Unit Member.

- 9.2.4 Remedial Path: Bargaining Unit Members 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 **thirty (30) days prior to the end of the school year May 15th**, the final summary evaluation form shall be given to the Bargaining Unit Member.
- 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 attainment in the spring no later than **thirty (30) days prior to the end of the school year May 15th**.
- 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 ~~annual goals for the employee~~ are ~~discussed and developed~~ shared. The ~~annual goals for the employee~~ 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~~ **no later than thirty (30) days prior to the end of the school year 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: ...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 **not later than thirty (30) days prior to the end of the school year May 15th** to the evaluator.
- 9.3.4.3 When placed on the Remedial Path, the teacher shall be given an improvement plan by the evaluator by **not later than thirty (30) days prior to the end of the school year May 15th** at a conference. By June 1 ~~the~~ teacher will develop a draft of the action plan and review it with the evaluator ~~within ten days of receipt of the improvement plan~~. The final

action plan is due ~~from the teacher~~ September 1 and will be discussed at a meeting prior to the fall assessment conference.

ARTICLE XII LEAVES

12.3 Parental/Child Bonding Leave

In accordance with **Education Code 44977.5 AB375**, a Bargaining Unit Members **shall be entitled to Parental/Child Bonding leave as specified in this section.** ~~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/Child Bonding 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.

12.3.3 ~~During the period of Parental/Child Bonding Leave, When a Bargaining Unit Member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of Parental/Child Bonding leave, the~~ Bargaining Unit Members shall be entitled to substitute differential pay **or 50% pay, whichever is greater**, for any of the remaining twelve (12) workweeks (60 contract days). In order to use differential pay **or 50% 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~~ **Parental/Child Bonding leave in any 12-month period per school year.** ~~However, if~~ **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, **placement receipt of a foster child** or adoption of the child.

~~12.4 Child Rearing Leave (covered by 12.3)~~

~~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.~~

12.14 Unpaid Personal Leave

A Bargaining Unit Member may be granted an unpaid personal leave for purposes including but not limited to Child Rearing 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.

ARTICLE XIII
HEALTH AND WELFARE BENEFITS

13.7. Effective ~~January 2012 July 1, 2019~~, upon conclusion of bargaining for 2019-20, the role of the District’s Health Care Committee ~~will shall be~~ changed from advisory to informational. The committee ~~will shall meet as needed~~ a minimum of four (4) times per year to receive information, review data and provide input, and make recommendations on the District’s health and welfare program. The Health Care Committee shall be comprised of the ARE President or designee, two (2) Bargaining Unit Members appointed by the ARE President, and equal representation of CSEA and two (2) District representatives.

ARTICLE X IV
SALARY SCHEDULES AND RULES

Column I **In 2019, Column 1 was introduced for employees who hold a Designated Subjects/CTE credential without conferral of a Bachelor’s degree.**

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 Members 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~~ **and** a preliminary or clear credential.

Column I:

The following column for salary placement will be used and added to the salary schedule for teachers who hold a Designated Subjects/CTE Credential without a bachelor's degree.

1	39825
2	41019
3	42212
4	43406
5	44600
6	45793
7	46986
8	48197
9	49373
10	50370
11	50370
12	50370

A joint committee comprised of not more than four ~~nine members, five appointed by ARE and four appointed by the~~ District administrators, shall be formed for the purposes of reviewing Appendix B: Extra Duty Assignment Schedule items 1-9 and making recommendations to update the extra duty assignment list to ensure they meet the needs of the programs currently provided to students- while maintaining flexibility to meet unanticipated changes out of the control of the District including re-leaguings of athletics ~~The joint committee will convene no later than thirty (30) days upon ratification of the collective bargaining agreement.~~ The committee will forward the recommendations to both bargaining teams.

ARTICLE XVI
EARLY RETIREMENT

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 benefits seven (7) years or until age sixty-five (65), whichever occurs first.

16.3.3 The member agrees to PPO benefits seven (7) ~~five (5)~~ years or until age sixty-five (65), whichever occurs first.

16.3.4 Health and Welfare benefits provided under this article shall be understood to include medical insurance, vision insurance and dental insurance only. ~~equal to those granted to full-time Bargaining Unit Members shall be provided each year.~~

16.3.5 The maximum district contribution for benefits under this provision shall be equal to or less than the District contribution in place at the time of retirement.

16.3.7 ARE and the District agree that in the event age requirements for MediCare eligibility are increased this article will be reopened.

16.3.8 ARE and the District agree to reopen this article if CalPERS regulations, requirements are modified.

16.3.9 Early Retirees cannot select Cash In Lieu of benefits provided under this article.

ARTICLE XVIII
SAFETY

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~~ **three (3)** times per year ~~unless determined otherwise by the Safety Committee~~ to develop, monitor, review, and revise the District Safety plan.

18.3.1.1 The ARE president shall appoint all ARE representatives to the District Safety Committee.

18.3.~~34~~ ~~Association~~ ARE representatives shall receive release time or payment at the workshop rate for participation in Safety Committee meetings extending beyond their work day.

18.4.1 First aid kits shall be replenished as needed, but no less than annually prior to the Bargaining Unit Members' first workday of each new school year.

18.5.~~23~~ ~~The District Safety Committee shall provide each site with general procedures for safety with the site committee overseeing unique site issues.~~ The Site Safety Committee shall ~~oversee~~ collaborate with site administration to review and refine implementation of safety procedures developed by the District Safety Committee in order to meet the unique needs of sites.

18.8.1 Such notification shall be forwarded to the Superintendent ~~and ARE President~~ immediately.

18.~~11~~~~10~~ In accordance with Education Code Section 49079, ~~which is included in Appendix G~~, the District shall notify Bargaining Unit Members of a record of conduct demonstrating that a student has caused or attempted to cause serious bodily injury.

18.10.1 The District shall provide the information to the Bargaining Unit Member based on any written records that the District maintains or receives from a law enforcement agency regarding a student described in this section. The information provided shall be from the three previous school years and it shall be received in confidence.

18.10.2 The principal or designee shall notify a Bargaining Unit Member upon the transfer of a student into the Bargaining Unit Member's class when that student has been a discipline transfer, an expulsion transfer, and/or has previously caused harm to others and may be dangerous or abusive to the teacher or fellow students.

18.10.3 Such notification will occur as soon as possible after the student is enrolled ~~and shall be in writing via electronic communication.~~

- 18.11.1 The District shall provide ARE with the website link to ~~copies of~~ the current District policies and Administrative Regulations relating to student discipline.
- 18.11.2 Upon request by the Association, the District shall consult with the Association regarding student disciplinary policies, objectives, and procedures, including site implementation.
- 18.11.3 District policies, District Administrative Regulations, and Education Codes relating to student discipline, suspension, ~~and~~ expulsion of students and other required items shall be ~~included~~ referenced in each Comprehensive School Site Safety Plan Handbook which is approved by School Site Council annually.
- 18.11.4 The site discipline policies and procedures shall be incorporated into the Site Handbook.
- 18.11.5 The Site Handbook shall be provided and accessible electronically to each Bargaining Unit Member prior to the first student day or as soon as possible after the opening of school.
- 18.11.8 It is recognized, understood, and agreed that site administration and Bargaining Unit Members share a joint responsibility for encouraging and supporting positive student behavior while also working collaboratively to find solutions for addressing unacceptable student behavior.
- 18.12.1 A Bargaining Unit Member may request in writing that a conference be held concerning any student who, in the opinion of the member, presents a potential, actual, or immediate danger to the safety of the Bargaining Unit Member and/or students.

ARTICLE XXII
MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 22.2.4.2 At the request of the Association, the Assistant Superintendent of Administrative Services shall meet with the ARE President or designee to review budget procedures and budget allocation within 10 workdays of the request.

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 XXV
DUE PROCESS

- 25.1 ~~The provisions of this Article apply only to Bargaining Unit Members 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 Member 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.
- 25.6 The existence of progressive steps in no way limits the District's authority to dismiss an employee pursuant to Education Code statutes for serious offenses as defined in the Education Code, state/federal law, and applicable Board Policies.