

ARTICLE I
TERM

RUSD 11-22-2019

- 1.1 This agreement is effective July 1, 2019 ~~2017 unless specified elsewhere in this contract~~ and shall remain in full force and effect up to and including June 30, ~~2022~~ 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, ~~2021~~ 2019 for discussions related to the ~~2020-2021~~ 2019-20 school year for the purpose of negotiating salary and ~~health and welfare benefits~~ two additional articles. ~~All other articles shall remain closed unless opened through mutual written agreement with all articles open following the Sunshine process.~~

ARE Proposal 12-6-19

- 1.1 This agreement is effective July 1, 2019 ~~2017 unless specified elsewhere in this contract~~ and shall remain in full force and effect up to and including June 30, ~~2020.~~ 2020. ~~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, 2021-2019 for discussions related to the 2020-2021~~ 2019-20 school year for the purpose of negotiating salary and ~~health and welfare benefits~~ two additional articles. ~~All other articles shall remain closed unless opened through mutual written agreement with all articles open following the Sunshine process.~~

ARTICLE IV
ASSOCIATION RIGHTS/ORGANIZATIONAL SECURITY

4.13 Organizational Security

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Maintain current contract language related to indemnification of the district contained in Article 4.13.1.5 through and inclusive of 4.13.1.5.4

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~~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.~~

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4.13.7 The Association shall be provided no less than seventy-five (75) minutes of uninterrupted time to communicate with Bargaining Unit Members at all new Bargaining Unit Member orientations/~~onboarding~~ meetings.

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4.13.7 The Association shall be provided no less than **ninety (90)** minutes of uninterrupted time to communicate with Bargaining Unit Members at all new Bargaining Unit Member orientation meetings.

ARTICLE V
NEGOTIATION PROCEDURES

RUSD 11-22-19

- 5.4 The Board agrees to release up to five (5) Bargaining Unit Members one (1) day per ~~week month~~ for the purpose ~~negotiating and one day per month for the purpose of preparing for~~ ~~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 ~~with mutual agreement~~ to expedite the negotiations process.

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- 5.4 Maintain current contract language

ARTICLE VIII
CLASS SIZE

RUSD 11-22-19

- 8.5 7-12 teacher:student contacts for classes other than PE, Music, and Business Education shall not exceed a total of 175 students.
- 8.5.1 It is the goal of the District that ~~individual class sections other than PE, Music, and Business Education shall not exceed 36 students.~~
- 8.5.2 If the student contacts exceeds 175 students ~~and/or exceed class section goals specified in 8.5.1 maximums~~ after the ~~twentieth (20th) calendar day of each semester beginning of the second month~~, the student load shall be adjusted within two (2) weeks if possible ~~without hiring an additional teacher or disruption to a students' educational opportunities.~~
- 8.5.3 In the event individual class sections other than PE, Music, and Business Education exceed 36 students and adjustment is not possible per 8.5.2, the teacher will receive \$100 per student over the maximum each semester the teacher's class is over 36:1.

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- 8.5 7-12 teacher:student contacts for classes other than PE, Music, and Business Education shall not exceed a total of 175 students.
- 8.5.1 ~~It is the goal of the District that~~ Individual class sections other than PE, Music, and Business Education shall not exceed 36 students.

- 8.5.2 If the student contacts exceeds 175 students ~~and/or exceed class section goals specified in 8.5.1 maximums~~ after the ~~twentieth (20th) calendar day of each semester beginning of the second month~~, the student load shall be adjusted within two (2) weeks ~~if possible without hiring an additional teacher or disruption to a students' educational opportunities.~~
- 8.5.3 In the event individual class sections other than PE, Music, and Business Education exceed 36 students and adjustment is not possible per 8.5.2, the teacher will receive \$100 ~~\$250~~ per student over the maximum each semester the teacher's class is over 36:1.

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

~~8.6.1 Individual sections of PE shall not exceed 50 students.~~

8.6.1 If a secondary teacher's student contacts exceed ~~or class section maximums~~ those specified in Article 8.5 or 8.6, ~~on the twenty-first (21st) day~~ after the ~~twentieth (20th) calendar day of each semester 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 \$250 ~~300~~ ~~100~~ ~~50~~ \$5 per student over the maximum each semester ~~day~~ the teacher's contacts or class maximums are over the maximum.

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

8.6.1 Individual sections of PE shall not exceed 52 students.

8.6.1 If a secondary teacher's student contacts or ~~class section maximums~~ exceed those specified in Article 8.5 or 8.6, after the ~~twentieth (20th) calendar day of each semester 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 \$250 ~~300~~ ~~100~~ ~~50~~ \$5 per student over the maximum each semester ~~day~~ the teacher's contacts or class maximums are over the maximum.

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8.15.2 Speech and Language Pathologists shall have ~~a~~ an average caseload of no more than 55.

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8.15.3.3 In the event individual caseloads exceed those specified in 8.15.3, and adjustment of the caseload is not possible, the teacher will receive \$100 per student over the maximum each semester.

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~~8.15.3.3 In the event individual caseloads exceed those specified in 8.15.3, and adjustment of the caseload is not possible, the teacher will receive \$100 per student over the maximum each semester.~~

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The District shall maintain an average caseload for ~~teachers~~ Bargaining Unit Members teaching in a Mild to Moderate Special Day Class (SDC) program of ~~fourteen (14)~~ fifteen (15) ~~twelve (12)~~ students with an individual teacher maximum of ~~sixteen (16)~~ eighteen (18) ~~fifteen (15)~~.

8.15.4.3 In the event individual caseloads exceed those specified in 8.15.4 and adjustment of the caseload is not possible, the teacher will receive \$100 per student over the maximum.

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The District shall maintain an average caseload for Bargaining Unit Members teaching in a Mild to Moderate Special Day Class (SDC) program of fifteen (15) students with an individual teacher maximum of seventeen (17).

~~8.15.4.3 In the event individual caseloads exceed those specified in 8.15.4 and adjustment of the caseload is not possible, the teacher will receive \$100 per student over the maximum.~~

ARTICLE IX
EVALUATION PROCEDURES

RUSD 11-22-19

- 9.3.5 Non-Classroom Path: Instructional support staff placed on this path will be evaluated based on ~~the goals established during the meeting held pursuant to Article 9.3.2 which will incorporate the standards for their respective position which have been adopted either by the State of California or at a national level~~ 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.
- 9.9 The primary basis for evaluating the Bargaining Unit Member's performance shall be the attainment of performance standards pre-established **during the fall conference**, on the assessments and listed on the final evaluation summary forms, and/or other **State or National** standards ~~for the respective position~~ listed as subsections that are mutually agreed upon during the fall conference.

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- 9.3.5 Maintain current contract language
- 9.9 Maintain current contract language

RUSD Proposal 11-22-2019

The District proposes the development of a subcommittee comprised of equal members of certificated employees and administrators to:

- Review current Evaluation Forms in use and,
- Review the applicable professional standards for each type of certificated position, including classroom teachers, Speech and Language Pathologists, School Psychologists, Counselor, and Nurses and other Instructional Support personnel
- Create and/or update draft Evaluation Forms to be used in the evaluation process ~~using the applicable state or national standards as a basis of evaluation~~, and
- Recommend new forms to the negotiating team not later than June-December 30, 2020 for implementation in the 2021-2022 2020-2021 school year as a pilot program, and
- ARE and the District will work collaboratively to Assist in providing plan training in the use of the new Evaluation Forms to Bargaining Unit Members employees and administrators, and
- During the first year of implementation meet at least twice to review implementation of

the use of the new forms and recommend additional amendments to improve the tools utilized in the evaluation process, with

- Full implementation in the 2022-2023 2021-22 school year.

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The District proposes the development of a subcommittee comprised of equal members of certificated employees and administrators to:

- Review current Evaluation Forms in use and,
- Review the applicable professional standards for each type of certificated position, including classroom teachers, Speech and Language Pathologists, School Psychologists, Counselors, ~~and~~ Nurses, and other Instructional Support personnel
- Create and/or update draft Evaluation Forms to be used in the evaluation process ~~using the applicable state or national standards as a basis of evaluation,~~ and
- Recommend new forms to the negotiating teams not later than ~~June~~ December 30, 2020 for implementation in the 2021-2022 ~~2020-2021~~ school year as a pilot program, and
- ARE and the District will work collaboratively to Assist in providing plan training in the use of the new Evaluation Forms to Bargaining Unit Members employees and administrators, and
- During the ~~pilot year, first year of implementation~~ meet at least twice to review implementation ~~of the use~~ of the new forms and recommend additional amendments to improve the tools utilized in the evaluation process. ~~,with~~
- Full implementation of recommended forms shall proceed once an executed agreement is reached on final versions of each form and any proposed amendments to Article IX.

ARTICLE XII
LEAVES

RUSD 11-22-2019

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 **are scheduled outside of the control of the employee, are serious in nature, and cannot be attended to outside of normal working hours, including but not limited to:**
- **Attendance at religious observations which cannot be attended outside of the employee's work hours;**
 - **Attendance at an immediate family member's major life activity such as graduation or wedding ceremonies;**
 - **Travel necessary to attend an immediate family member's major life activity limited to not more than two school days;**
- ~~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~~ (moved to 12.10.5).
- 12.10.5 ~~These~~ **Personal** necessity days **used pursuant to 12.10.4** may not be used during designated staff development **buy-back** days for which the District receives money for teacher attendance (moved to 12.10.5)

12.10.6 Upon return from an approved Personal Necessity absence for reasons in items 12.10.1-12.10.3 above, members of the Bargaining Unit shall be required to complete a verification form provided by the District and to provide such proof of eligibility for Personal Necessity absence when required by the District.

12.10.7 For Personal Necessity Leave utilized pursuant to 12.10.4, the employee shall request use of Personal Necessity not less than ten (10) working days in advance of the leave. Management shall respond to the written request within 2 working days of the submission of the request.

12.10.7.1 Upon return from a Personal Necessity Leave under 12.10.4, the bargaining unit member will sign a verification the absence was not used for:

- **Vacation;**
- **Recreation;**
- **Extension of holidays or weekends;**
- **Personal convenience;**
- **Political demonstrations or concerted activities;**
- **Engaging in income producing activities; and/or**
- **Volunteer activities.**

~~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.~~

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12.10 Personal Necessity Leave

Maintain current contract language 12.10 through 12.10.6

ARTICLE XIII
HEALTH AND WELFARE BENEFITS

ARE Proposal 12-6-19

13.1.1 Effective January 1, ~~2020~~, the District maximum contribution (CAP) per eligible ARE Bargaining Unit Member will be ~~15,000~~ **\$11,000**.

13.82.1 Cash-in-lieu (renumbered to 13.2.1)

Effective January 1, ~~2015~~ **2020** for those who choose to opt out of enrolling in the health coverage offered, a “cash in lieu” compensation of ~~\$4,500~~ **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

ARE Proposal 12-6-19

- 14.11.1 **Effective July 1, ~~2017~~ 2019, a 5% 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.~~

ARTICLE XVI
EARLY RETIREMENT

RUSD 11-22-2019

- 16.2 Requirements: Effective (insert date of approval of the tentative agreement) July 1, 2020, The ~~to be eligible for Early Retirement Benefits~~, 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.

ARE Proposal 12-6-19

- 16.2 Maintain current contract language

ARTICLE XVIII
SAFETY

RUSD Proposal 11-22-2019

- 18.3 District Safety Committee
- 18.3.2 The District Safety Committee shall ~~develop~~ review and monitor data and reports related to general safety procedures for each work site.
- 18.76 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 ~~at least twenty-four (24) hours in advance of~~ the observation. Upon request by a Bargaining Unit Member at the time of notice of the classroom observation, a site administrator shall be present during the observation. The site administrator will select a designee if she or he is unable to attend the observation.
- 18.8.3 Following notification of administration and filing an incident report, Any Bargaining Unit Member who has been threatened with a physical attack which can be reasonably carried out, shall, upon request, be released of all duty for the remainder of the day.
- 18.8.4 Following ~~notification~~ report of injury to administration, Any Bargaining Unit Member who has suffered an injury resulting from a physical attack shall, upon request, be released of all duty for the remainder of the day.
- 18.11.6 A site discipline committee shall be formed to develop, review, and/or revise the site discipline policies and procedures not less than annually. The committee shall

include the ARE site representative or designee, and additional Bargaining Unit Members selected by the staff. This function may be undertaken by a new committee or may be undertaken by ~~teacher representatives to Site Leadership Team~~, School Site Council or the site PBIS team.

18.11.7 Site administration shall be responsible for ~~facilitating~~ ensuring one (1) presentation per semester occurs for students in order to review the District and site discipline policies, procedures, and expectations for positive student behavior. ~~Site administration shall work with and support all students throughout the school year to meet expectations for positive behavior.~~

18.11.10 The Site Administrator shall maintain records ~~a written file~~ of all actions taken in suspension proceedings ~~and provide copies to the Bargaining Unit Member(s) involved upon request.~~

18.12.1.1 The site administrator shall promptly schedule a conference with the Bargaining Unit Member and shall consider recommendations of the Bargaining Unit Member to remedy the situation. ~~and, if practicable, shall include other appropriate personnel. The Bargaining Unit Member may request that the student's parent or guardian be present.~~

~~The site administrator and Bargaining Unit Member shall work collaboratively to find an acceptable resolution.~~

~~18.12.2 No reasonable request for site administration assistance by a Bargaining Unit Member shall be denied~~

ARE Proposal 12-6-19

18.3 District Safety Committee

18.3.2 The District Safety Committee shall develop review and monitor ~~data and reports related to~~ general safety procedures for each work site.

18.76 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. Upon request by a Bargaining Unit Member at the time of notice of the classroom observation, a site administrator shall be present during the observation. The site administrator will select a designee if she or he is unable to attend the observation.

18.8.3 Following notification of administration ~~and filing an incident report~~, Any Bargaining Unit Member who has been threatened with a physical attack which can be reasonably carried out, shall, upon request, be released of all duty for the remainder of the day.

18.8.4 Following ~~notification report of injury~~ to administration, Any Bargaining Unit Member who has suffered an injury resulting from a physical attack shall, upon request, be released of all duty for the remainder of the day.

18.11.6 A site discipline committee shall be formed to develop, review, and/or revise the site discipline policies and procedures not less than annually. The committee shall include the ARE site representative or designee, and additional Bargaining Unit Members selected by the staff. This function may be undertaken by a new committee or may be undertaken by teacher representatives to Site Leadership Team, School Site Council or the site PBIS team.

18.11.7 Site administration shall be responsible for facilitating ensuring one (1) presentation per semester occurs for students in order to review the District and site discipline policies, procedures, and expectations for positive student behavior.

Site administration shall work with and support all students throughout the school year to meet expectations for positive behavior.

18.11.10 The Site Administrator shall maintain records ~~a written file~~ of all actions taken in suspension proceedings and provide copies to the Bargaining Unit Member(s) involved upon request.

18.12.1.1 The site administrator shall promptly schedule a conference with the Bargaining Unit Member and shall consider recommendations of the Bargaining Unit Member to remedy the situation. ~~and, if practicable, shall include other appropriate personnel. The Bargaining Unit Member may request that the student's parent or guardian be present.~~

The site administrator and Bargaining Unit Member shall work collaboratively to find an acceptable resolution.

18.12.2 No reasonable request for site administration assistance by a Bargaining Unit Member shall be denied

ARTICLE XXI

CONCERTED ACTIVITIES

RUSD Proposal 11-22-2019

Maintain current contract language

ARE Proposal 12-6-19

Remove in its entirety

ARTICLE XXII
MANAGEMENT RIGHTS AND RESPONSIBILITIES

RUSD 11-22-2019

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 Members 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;

~~22.2.1.1 The District and ARE shall form a Property and Facilities committee comprised of four members appointed by ARE and three members appointed by the District to analyze all District properties and facilities to determine if they are safe, secure and well-maintained. The committee shall meet no less than three times each year and shall include walkthroughs of all properties and facilities. The first meeting shall commence in August each school year. The committee shall report its findings and recommendations to the RUSD Board of Education during a regularly scheduled meeting no later than May 1. The committee will focus on the following, but is not limited to:~~

- ~~• Number of restrooms for students and employees;~~
- ~~• All points of entry;~~
- ~~• Security cameras;~~
- ~~• Classroom telephones and other communication devices~~
- ~~• Air conditioning units;~~
- ~~• Student drop-off and pick-up zones;~~
- ~~• Bully and harassment free schools and work sites;~~
- ~~• Playground equipment; and~~
- ~~• Outdoor spaces~~

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;

~~22.2.2.1 Principals shall relieve all Bargaining Unit Members each day for a morning relief break of no less than ten minutes. The principal shall provide a monthly schedule to each Bargaining Unit Member no later than the last workday of each month. This schedule shall be for the succeeding month.~~

~~22.2.2.2 The District and ARE shall form a promotion committee, comprised of seven members (four appointed by ARE and three appointed by the District), which shall determine the qualifications and process used to hire and assign assistant principals, principals, directors, and assistant superintendents. The committee shall analyze the current process and qualifications and may implement changes from year to year. The committee members shall be provided advance notice of no less than 10 workdays prior to each interview and/or hiring meeting. The committee shall utilize the process and make a final selection choice, which shall be submitted to the Board of Education for hiring.~~

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

~~22.2.3.1 The District and ARE shall form an assessment committee, comprised of nine members (five appointed by ARE and four appointed by the District). This committee shall meet at least three times each year to review the required standardized assessments for students that are mandated by state and federal systems and develop a District assessment calendar for all school sites. The committee will also analyze all other District mandated assessments to determine whether those assessments are meeting the needs~~

~~of all students. The committee shall implement changes to those assessment requirements annually. The committee shall produce an assessment schedule and list of required District assessments to all sites by May 1 for the succeeding school year. Each ARE member shall receive the District assessment calendar and list of mandated state and national assessments, as well as District required assessments no later than the first staff meeting of each school year.~~

~~22.2.3.2 When Bargaining Unit Members are required to use electronic devices in order to fulfill job requirements, the District shall provide each member with an electronic device that works, in addition to ensuring District provided electronic equipment for students and employees has access to and connects to the District's internet system.~~

~~22.2.3.3 The Assistant Superintendent of Human Resources shall meet with the ARE President no later than May 1 to review staffing for all school and work sites to ensure staffing ratios are applied appropriately to promote optimal conditions for teaching and learning.~~

22.2.3.3 Upon request of the ARE President, the Assistant Superintendent of Human Resources shall meet with the ARE President no later than May 1 to review initial staffing allocations and enrollment projections for all school and work sites to ensure staffing ratios are within contractual requirements

~~22.2.3.4 For each new RUSD board policy being considered, the District shall meet with the ARE President or designee to review the policy no later than thirty days prior to the first reading of the RUSD Board of Education.~~

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.

~~22.2.4.1 The District shall partner with ARE to pass a resolution in support of the Schools and Communities First Initiative.~~

~~22.2.4.2 At the request of the Association, the Assistant Superintendent of Business Services shall meet with the ARE President or designee to review budget~~

~~_____ procedures and budget allocation within 10 workdays of _____
_____ the request.~~

~~22.2.4.3 _____ By July 1 each year, the District shall post _____
_____ on the RUSD website the current salary schedule _____
_____ for the following positions:~~

- ~~• _____ Superintendent;~~
- ~~• _____ Assistant Superintendents for each division;~~
- ~~• _____ Directors;~~
- ~~• _____ Principals;~~
- ~~• _____ Assistant Principals~~
- ~~• _____~~

~~22.2.4.5 _____ In the event of a catastrophic circumstance that poses an
_____ immediate threat to the safety of students and employees,
_____ the District shall:~~

- ~~• _____ Notify all parents, students and employees
_____ within twenty four (24) hours of the
_____ circumstance. The Superintendent shall
_____ provide a copy of the notice to the ARE
_____ President within the same twenty four (24)
_____ hours;~~
- ~~• _____ Require that all schools post the notice, send
_____ the notice electronically, and provide a
_____ paper copy to all employees by the end of
_____ the workday.~~
- ~~• _____ Require Principals to plan and facilitate a
_____ school wide assembly for students within
_____ forty eight (48) hours of the catastrophic
_____ event.~~
- ~~• _____ Require Principals to plan and facilitate a
_____ meeting for parents and/or guardians within
_____ forty eight (48) hours of the catastrophic
_____ event.~~

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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 Members 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;

22.2.1.1 The District and ARE shall form a Property and Facilities committee comprised of four members appointed by ARE and three members appointed by the District to analyze all District properties and facilities to determine if they are safe, secure and well maintained. The committee shall meet no less than three times each year and shall include walkthroughs of all properties and facilities. The first meeting shall commence in August each school year. The committee shall report its findings and recommendations to the RUSD Board of Education during a regularly scheduled meeting no later than May 1. The committee will focus on the following, but is not limited to:

- Number of restrooms for students and employees;
- All points of entry;
- Security cameras;
- Classroom telephones and other communication devices
- Air conditioning units;
- Student drop off and pick up zones;
- Bully and harassment free schools and work sites;
- Playground equipment; and
- Outdoor spaces

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;

22.2.2.1 Principals shall relieve all Bargaining Unit Members each day for a morning relief break of no less than ten minutes. The principal shall provide a monthly schedule to each Bargaining Unit Member no later than the last workday of each month. This schedule shall be for the succeeding month.

22.2.2.2 The District and ARE shall form a promotion committee, comprised of seven members (four appointed by ARE and three appointed by the District), which shall determine the qualifications and process used to hire and assign assistant principals, principals, directors, and assistant superintendents. The committee shall analyze the current process and qualifications and may implement changes from year to year. The committee members shall be provided advance notice of no less than 10 workdays prior to each interview and/or hiring meeting. The committee shall utilize the process and make a final selection choice, which shall be submitted to the Board of Education for hiring.

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

22.2.3.1 The District and ARE shall form an assessment committee, comprised of nine members (five appointed by ARE and four appointed by the District). This committee shall meet at least three times each year to review the required standardized assessments for students that are mandated by state and federal systems and develop a District assessment-calendar for all school sites. The committee will also analyze all other District mandated assessments to determine whether those assessments are meeting the needs of all students. The committee shall implement changes to those assessment requirements annually. The committee shall produce an assessment schedule and list of required District assessments to all sites by May 1 for the

succeeding school year. Each ARE member shall receive the District assessment calendar and list of mandated state and national assessments, as well as District required assessments no later than the first staff meeting of each school year.

22.2.3.2 When Bargaining Unit Members are required to use electronic devices in order to fulfill job requirements, the District shall provide each member with an electronic device that works, in addition to ensuring District provided electronic equipment for students and employees has access to and connects to the District’s internet system.

22.2.3.3 The Assistant Superintendent of Human Resources shall meet with the ARE President no later than May 1 to review staffing for all school and work sites to ensure staffing ratios are applied appropriately to promote optimal conditions for teaching and learning.

~~22.2.3.3 Upon request of the ARE President, the Assistant Superintendent of Human Resources shall meet with the ARE President no later than May 1 to review initial staffing allocations and enrollment projections for all school and work sites to ensure staffing ratios are within contractual requirements~~

22.2.3.4 For each new RUSD board policy being considered, the District shall meet with the ARE President or designee to review the policy no later than thirty days prior to the first reading of the RUSD Board of Education.

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.

22.2.4.1 The District shall partner with ARE to pass a resolution in support of the Schools and Communities First Initiative.

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

22.2.4.3 By July 1 each year, the District shall post on the RUSD website the current salary schedule for the following positions:

- Superintendent;
- Assistant Superintendents for each division;
- Directors;
- Principals;
- Assistant Principals

22.2.4.5 In the event of a catastrophic circumstance that poses an immediate threat to the safety of students and employees, the District shall:

- Notify all parents, students and employees within twenty-four (24) hours of the circumstance. The Superintendent shall provide a copy of the notice to the ARE President within the same twenty-four (24) hours;
- Require that all schools post the notice, send the notice electronically, and provide a paper copy to all employees by the end of the workday.
- Require Principals to plan and facilitate a school wide assembly for students within forty-eight (48) hours of the catastrophic event.
- Require Principals to plan and facilitate a meeting for parents and/or guardians within forty-eight (48) hours of the catastrophic event.

ARTICLE XXV
DUE PROCESS

RUSD 11-22-19

25.3 If a Bargaining Unit Member 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 Member and at such time, an Association representative will be present at this meeting if requested by the Bargaining Unit Member.

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 Member does not correct the violation, he/she shall be recommended for dismissal to the Board of Education pursuant to the California Education Code.

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~~25.3 — If a Bargaining Unit Member 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 Member and at such time, an Association representative will be present at this meeting if requested by the Bargaining Unit Member.~~

~~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 Member does not correct the violation, he/she shall be recommended for dismissal to the Board of Education pursuant to the California Education Code.~~

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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. Elementary Team Leader	3%
5. Health Services Specialist	8%

- | | | |
|----|--|----|
| 6. | Psychological Services Specialist | 8% |
| 7. | Speech and Language Services Specialist | 8% |
| 8. | <u>ATHLETIC EXTRA DUTY ASSIGNMENTS (Paid at the end of the season or activity)</u> | |

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%
<u>Program Complexity - Group Two</u>	
A. <u>Boys</u>	
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. <u>Girls</u>	
Varsity Badminton	7%
Varsity Softball	8%
Freshman/Sophomore Basketball	6%
<u>Program Complexity - Group Three</u>	
A. <u>Boys</u>	
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. Girls

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. Boys

Varsity Football 10%

Varsity Basketball 9%

Varsity Baseball 9%

Varsity Track 9%

Trainer 9%

9. 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%
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.	Elementary Yearbook Advisor	3%
S.	Intermediate School and Continuation High School Newspaper Advisor	5%
T.	Intermediate School and Continuation High School Student Activities Advisor (ASB)	5%
U.	Elementary Activities Advisors (such as sports, pep, student council, school newspaper)	3%
V.	Modern Dance Advisor	7%

- W. Intermediate School Advisors, after school
Activities/Student Council, Drill Team, PEP, Tall Flags 5%
- X. Academic Competition Advisor High School 10%
- Y. Academic Competition Advisor Intermediate School 5%
- Z. Elementary Academic Competition Advisor 3%

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 ~~2,000~~ 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~~ 14.15.6 for explanation)
6. Combination Classes - \$2,500 ~~\$5,000~~ per school year (see 14.15.5 for explanation)

The District is willing to collaborate with the Association in determining the actual site needs and compensation for the proposed stipends below:

- R. Elementary Yearbook Advisor ~~3%~~
- U. Elementary Activities Advisors (such as sports, pep, student council, school newspaper) ~~3%~~
- Z. Elementary Academic Competition Advisor ~~3%~~

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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. Elementary Team Leader	3%

- 5. Health Services Specialist 8%
- 6. Psychological Services Specialist 8%
- 7. Speech and Language Services Specialist 8%
- 8. 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%
<u>Program Complexity - Group Two</u>	
A. <u>Boys</u>	
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. <u>Girls</u>	
Varsity Badminton	7%
Varsity Softball	8%
Freshman/Sophomore Basketball	6%
<u>Program Complexity - Group Three</u>	
A. <u>Boys</u>	
Varsity Volleyball	8%
Varsity Soccer	8%
Varsity Water Polo	8%

Varsity Gymnastics	8%
Varsity Swimming	8%
<u>Program Complexity - Group Three (continued)</u>	
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%
<u>Program Complexity - Group Four</u>	
A. <u>Boys</u>	
Varsity Football	10%
Varsity Basketball	9%
Varsity Baseball	9%
Varsity Track	9%
Trainer	9%

9. 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% |
| 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. Elementary Yearbook Advisor | 3% |
| S. Intermediate School and Continuation High School
Newspaper Advisor | 5% |
| T. Intermediate School and Continuation High School
Student Activities Advisor (ASB) | 5% |
| U. Elementary Activities Advisors (such as sports, pep, student council, | 3% |

school newspaper)

- V. Modern Dance Advisor 7%
- W. Intermediate School Advisors, after school Activities/Student Council, Drill Team, PEP, Tall Flags 5%
- X. Academic Competition Advisor High School 10%
- Y. Academic Competition Advisor Intermediate School 5%
- Z. Elementary Academic Competition Advisor 3%

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- 5. Elementary Outdoor Science School - \$350 (see ~~7.3.5.4~~ 14.15.6 for explanation)
- 6. Combination Classes - ~~\$2,500~~ \$3,500 per school year (see 14.15.5 for explanation)

The District is willing to collaborate with the Association in determining the actual site needs and compensation for the proposed stipends below:

- | | |
|--|----|
| R. Elementary Yearbook Advisor | 3% |
| U. Elementary Activities Advisors (such as sports, pep, student council, school newspaper) | 3% |
| Z. Elementary Academic Competition Advisor | 3% |