

**Rowland Unified School District**  
**Counter Proposals for Negotiations with the**  
**Association of Rowland Educators**  
**December 17, 2019**

The District proposals contained herein are contingent upon acceptance of the entire package by the Association of Rowland Educators (ARE) without additional amendments, modifications or additions. Should ARE reject any portion of the package proposal, the District reserves the right to alter, modify or revert to its previous position with respect to any proposal in said package.

Attached, please find the District's complete counterproposals to the Association of Rowland Educators' proposals for the following contract articles:

- Article I: Term
- Article IV: Association Rights
- Article V: Negotiations Procedures
- Article VII: Hours, Duty, Work Year
- Article VIII: Class Size
- Article IX: Evaluation Procedures
- Article XII: Leaves
- Article XIII: Health and Welfare Benefits
- Article XIV: Salary Schedule and Rules
- Appendix B: Extra Duty Stipend Schedule
- Article XVI: Early Retirement
- Article XVIII: Safety
- Article XXII: Management Rights and Responsibilities
- Article XXI: Concerted Activities
- Article VI: Dues Deduction
- Article XXV: Due Process

We look forward to positive and productive bargaining.

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Topic	Language
<b>1.1 -Term</b>	<p><b>RUSD proposal</b>  9-6-2019</p> <p>1.1 This agreement is effective July 1, 2019 <del>2017 unless specified elsewhere in this contract</del> and shall remain in full force and effect up to and including June 30, 2022 <del>2019</del>, 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.</p> <p>Negotiations shall resume in January, <del>2021</del> <del>2019</del> for discussions related to the <del>2020-2021</del> <del>2019-20</del> school year for the purpose of negotiating salary and health and welfare benefits. All other articles shall remain closed unless opened through mutual written agreement <del>with all articles open following the Sunshine process.</del></p> <p><b>ARE proposal</b>  10-15-2019</p> <p>1.1 This agreement is effective July 1, 2019 <del>2017 unless specified elsewhere in this contract</del> and shall remain in full force and effect up to and including June 30, 2020. <del>2022</del> <del>2019</del> and thereafter shall <del>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.</del></p> <p>Negotiations shall resume in January, <del>2021</del> <del>2019</del> for discussions related to the <del>2020-2021</del> <del>2019-20</del> school year <del>for the purpose of negotiating salary and health and welfare benefits. All other articles shall remain closed unless opened through mutual written agreement</del> with all articles open following the Sunshine process.</p> <p><b>District Proposal</b>  10-25-2019</p> <p>1.1 This agreement is effective July 1, 2019 <del>2017 unless specified elsewhere in this contract</del> and shall remain in full force and effect up to and including June 30, <del>2022</del> <del>2019</del> 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.</p>

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	<p>Negotiations shall resume in January, <del>2021</del> 2019 for discussions related to the <del>2020-2021-2019-20</del> school year-for the purpose of negotiating salary and <del>health and welfare benefits</del> <u>two additional articles</u>. <del>All other articles shall remain closed unless opened through mutual written agreement with all articles open following the Sunshine process.</del></p> <p><b>ARE Proposal 11-7-19</b></p> <p>1.1 This agreement is effective July 1, 2019 <del>2017 unless specified elsewhere in this contract</del> and shall remain in full force and effect up to and including June 30, <del>2021</del> 2022 2019 <del>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.</del></p> <p><b>RUSD 11-22-2019</b></p> <p>1.1 This agreement is effective July 1, 2019 <del>2017 unless specified elsewhere in this contract</del> 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.</p> <p>Negotiations shall resume in January, <del>2021</del> 2019 for discussions related to the <del>2020-2021-2019-20</del> school year-for the purpose of negotiating salary and <del>health and welfare benefits</del> <u>two additional articles</u>. <del>All other articles shall remain closed unless opened through mutual written agreement with all articles open following the Sunshine process.</del></p> <p><b>ARE Proposal 12-6-19</b></p> <p>1.1 This agreement is effective July 1, 2019 <del>2017 unless specified elsewhere in this contract</del> and shall remain in full force and effect up to and including June 30, <del>2020.</del> <del>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.</del></p> <p>Negotiations shall resume in January, <del>2021</del> 2019 for discussions related to the <del>2020-2021-2019-20</del> school year for the purpose of negotiating salary and <del>health and welfare benefits</del> <u>two additional articles</u>. <del>All other articles shall remain closed unless opened through mutual written agreement with all articles open following the Sunshine process.</del></p>
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	<p><b>RUSD 12-17-2019-</b></p> <p>1.1 This agreement is effective July 1, 2019 <del>2017 unless specified elsewhere in this contract</del> and shall remain in full force and effect up to and including June 30, <del>2022</del> 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.</p> <p>Negotiations shall be closed for the 2020-2021 school year and shall resume in January, <del>2022</del> 2019 for discussions related to the <del>2021-22</del> 2019-20 school year-for the purpose of negotiating salary and <del>health and welfare benefits up to two additional articles</del>. All other articles shall remain closed unless opened through mutual written agreement. <del>with all articles open following the Sunshine process.</del></p>
<p><b>4.1 Association Rights</b></p>	<p>10-15-2019</p> <p>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 <b>the Assistant Superintendent, Administrative Services or designee.</b> <del>the immediate supervisor of the facility or building.</del> Authorization for use of a site for meetings of that site's Bargaining Unit Members shall be provided upon written request to the <b>Assistant Superintendent, Administrative Services or designee</b> <del>site manager</del> at least twenty-four (24) hours prior to the meeting. The manager shall approve the location of the meeting.</p>
<p><b>4.12 Association Rights: President Release and return rights</b></p>	<p><b>ARE proposal</b>  <b>9-6-2019</b></p> <p>4.12.1  The Board agrees to release the Association President 100% with the cost of the total compensation including salary, stipends, <del>extra duty, etc.</del> and benefits, including STRS, to be equally divided between the District and the Association. During the released year, the president shall receive the same compensation plus <b>an additional one period compensation each day at the ARE President's per diem rate.</b> <del>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.</del> 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 his/her prior assignment and location.</p>

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	<p>District Proposal 9-6-2015 4.12.1 The Board agrees to release the Association President 100% with <b>50% of</b> the cost of the <b>President's base salary, statutory costs and benefits total compensation including salary, stipends, extra duty, etc. and benefits,</b> including STRS, to be <b>provided by equally divided between</b> the District <b>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.</b> 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 <b>a position authorized by his/her credential</b> his/her prior assignment and location.</p> <p><b>ARE proposal</b> <b>10-15-19</b> 4.12.1 The Board agrees to release the Association President 100% with the cost of the total compensation including salary, stipends, <del>extra duty, etc.</del> and benefits, including STRS, to be equally divided between the District and the Association. During the released year, the president shall receive the same compensation plus <b>an additional one period compensation each day at the ARE President's per diem rate.</b> <del>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.</del> 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 his/her prior assignment and location.</p> <p><b>RUSD 10-25-19</b> 4.12.1 The Board agrees to release the Association President 100% with <b>50% of</b> the cost of the <b>President's base salary, statutory costs and benefits total compensation including salary, stipends, extra duty, etc. and benefits,</b> including STRS, to be <b>provided by equally divided between</b> the District <b>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.</b> This full-time release will enable the President to fulfill organizational duties and engage in collaborative and problem-solving</p>
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	<p>activities with the District. At the conclusion of the President’s term, the Bargaining Unit Member will have return rights to <u>a position at his/her previous school site in an assignment</u> authorized by his/her credential his/her prior assignment and location.</p> <p><b>ARE Proposal 11-7-19</b></p> <p>4.12.1 <u>The Board agrees to 100% release of the Association President. The District will pay 50% of the cost of the President’s base salary, statutory costs (including STRS), benefits, and an additional one period pay at the ARE President’s per diem rate. 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.</u></p> <p><b>RUSD 11-22-2019</b></p> <p>4.12.1  The Board agrees to release the Association President 100% with <b>50% of</b> the cost of the <b>President’s base salary, statutory costs and benefits total compensation including salary, stipends, extra duty, etc. and benefits,</b> including STRS, to be provided by <del>equally divided between</del> the District <del>and the Association.</del> <b>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.</b> 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 <u>a position at his/her previous school site in an assignment</u> authorized by his/her credential his/her prior assignment and location.</p>
<p><b>4.13 through 4.13.1.7 Organizational Security</b></p>	<p>9-25-2019</p> <p><del>4.13.1 If required by the Association, the following provisions shall apply toward employees in the Bargaining Unit.</del></p> <p><del>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</del></p>

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	<p><del>District shall deduct one-tenth of such dues from the regular salary check of the employee each month for ten (10) months.</del></p> <p><del>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.</del></p> <p><del>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:</del></p> <ul style="list-style-type: none"><li><del>a. — Operation Safe Community</del></li><li><del>b. — Foundation to Assist California Teachers</del></li><li><del>c. — Ada Mae Warner Scholarship Fund established by the Rowland Council PTA</del></li><li><del>d. — For Us Foundation</del></li></ul> <p><del>Such payment shall be made on or before October 31 each year.</del></p> <p><del>4.13.1.3.1 — Proof of payment and a written statement of objection,</del></p>
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	<p><del>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.</del></p> <p><del>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.</del></p> <p><del>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.</del></p>
<p><b>Article 4.13.1.5 through 4.13.1.5.4 Indemnification</b></p>	<p><del>ARE Proposal September 6, 2019</del></p> <p><del>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.</del></p> <p><del>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.</del></p>



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~~4.13.1.5.2 — The Association shall have the exclusive right to decide and determine whether any claim, liability, suit, or judgment made or brought against the District or Association because of such action shall or shall not be compromised, resisted, defended, tried, or appealed. The Association's decision thereon shall be final and binding upon all parties protected by this Article. In the event the District disagrees with the decision of the Association as to the defense of any claim, liability, suit, or judgment pursuant to the provisions of this Article, the District may elect to defend the action and in such instance by making such election, the District waives all rights to indemnity and defense, and to be held harmless under provisions of this Article. This Article shall not be construed as a waiver on the part of the District, Board of Education, or any individual protected by this Article of any claim against the Association for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless.~~

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

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

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

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

**District Proposal**  
**9-6-19**

**4.13.53** 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

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	<p>employment, agents, and representatives of the District against any and all claims, demands, suits, or other forms of liability <b>claims</b> 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.</p> <p><b>4.13.3.1(4.13.1.5.1)</b> 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.</p> <p><b>4.13.3.2(4.13.1.5.2)</b> 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.</p> <p><b>4.13.3.3 (4.13.1.5.3)</b> 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.</p> <p><b>4.13.3.4(4.13.1.5.4)</b> 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.</p>
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	<p><del>4.13.4 (4.13.1.6)</del> With respect to all sums deducted by the District pursuant to <del>4.13.1.1, 4.13.1.2 and 4.13.1.4, whether for membership dues or representational fee,</del> 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.</p> <p><del>4.13.5 (4.13.1.7)</del>The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.</p> <p>10-15-19 ARE Counter</p> <p><del>4.13.1.5</del>——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.</p> <p><del>4.13.1.5.1</del>——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.</p> <p><del>4.13.1.5.2</del>——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</p>
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~~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 Counsel 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.~~

~~Upon notification from the association, the District shall deduct membership dues from a unit member of the Association of Rowland Educators, CTA/NEA who has applied for membership by signing and delivering to the Association, the CTA/NEA membership form authorizing deduction of unified membership dues.~~

~~A unit member's dues deduction authorization shall be revocable only upon receipt of written notice to the District from the Association, and such revocation shall be effective commencing the next pay period after receipt thereof.~~

~~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~~

**RUSD 10-25-19**

If the following statement is acceptable for inclusion into the agreement, the District agrees to removal of Article 4.13.1.5 through 4.13.1.5.7:

If there are any changes, legislative, regulatory, or judicial that limit the Association's statutory obligation to indemnify the District concerning dues payroll deductions, Article IV, sections 4.13.1.5 through and inclusive of article 4.13.1.5.4 of the 2017-2019 collective bargaining agreement between

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the Board of Education of Rowland Unified School District and the Association of Rowland Educators shall be reinstated upon the request of the District. Upon reinstatement, ARE may demand to negotiate the newly reinstated Article IV.

~~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~~

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	<p><del>documents and information reasonably related to providing a defense.</del></p> <p><del>4.13.1.5.4 — The Association, through its <u>Counsel Council</u> 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.</del></p> <p><del>Upon notification from the association, the District shall deduct membership dues from a unit member of the Association of Rowland Educators, CTA/NEA who has applied for membership by signing and delivering to the Association, the CTA/NEA membership form authorizing deduction of unified membership dues.</del></p> <p><del>A unit member's dues deduction authorization shall be revocable only upon receipt of written notice to the District from the Association, and such revocation shall be effective commencing the next pay period after receipt thereof.</del></p> <p><del>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.</del></p> <p><del>4.13.1.7 — The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article</del></p> <p><b>ARE Proposal 11-7-19</b> <u>If the following statement is acceptable for inclusion into the agreement, the District agrees to removal of Article 4.13.1.5 through 4.13.1.5.7:</u></p> <p><u>If there are any changes, legislative, regulatory, or judicial that limit the Association's statutory obligation to indemnify the District concerning dues payroll deductions, Article IV, sections 4.13.1.5 through and inclusive of article 4.13.1.5.4 of the 2017-2019 collective bargaining agreement between the Board of Education of Rowland Unified School District and the Association of Rowland Educators shall be reinstated upon the request of the District. Upon reinstatement, ARE may demand to negotiate the newly reinstated Article IV.</u></p> <p><b>RUSD Proposal</b> <b>11-22-2019</b></p>
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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

**ARE Proposal 12-6-19**

~~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~~

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	<p style="text-align: center;"><del>in good faith in settling a claim or any failure to competently defend and hold them harmless.</del></p> <p style="text-align: center;"><del>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.</del></p> <p style="text-align: center;"><del>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.</del></p> <p style="text-align: center;"><b>RUSD Proposal</b> <b>12-17-2019</b></p> <p style="text-align: center;">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</p>
<p>4.13 New Bargaining Unit Information</p>	<p style="text-align: center;"><b>11-7-19</b></p> <p>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, <del>rights</del>, benefits, <del>duties and responsibilities</del>, and other employment-related matters.</p> <p>4.13.2 The District shall provide at least one annual new Bargaining Unit Member orientation <u>in August</u> for all newly hired bargaining unit members.</p> <p>4.13.3 The first orientation shall take place within seven (7) calendar days prior to the return date for returning teachers <del>first day of classes</del>, except when no new bargaining unit members are commencing employment at the start of a given year.</p> <p>4.13.4 Any Bargaining Unit Member(s) hired after the start of the school year shall be provided an in-person orientation/<del>onboarding</del> meeting to be held in October and February. <del>within twenty-one (21) calendar days from the date of hire.</del></p> <p>4.13.5 New Bargaining Unit Members shall be paid the workshop rate <del>their hourly per diem rate, based on their annual salary</del>, for the duration of these required orientation/<del>onboarding</del> meetings when orientations occur outside the contract year and/or day.</p>



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	<p>4.13.6 The District shall provide written notice of the date, time and location of all Bargaining Unit Member orientations/<del>onboarding</del> 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/<del>onboarding</del> meetings <del>held in October or February</del> that may occur throughout that year.</p> <p>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/<del>onboarding</del> meeting and provide the advance notice.</p> <p>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.</p> <p>4.13.7 The Association shall be provided no less than <del>one hundred fifty (150) sixty (60) ninety (90)</del> <b>one hundred fifty (150) sixty (60) ninety (90)</b> minutes of uninterrupted time to communicate with Bargaining Unit Members at all new Bargaining Unit Member orientations/<del>onboarding</del> meetings.</p> <p>4.13.7.1 Such time will <del>not</del> be provided at <del>the end of</del> a meeting time which is mutually agreeable to the District and Association. <del>day unless ARE requests to be placed at the end of the agenda.</del> District administration will excuse themselves during Association time.</p> <p>4.13.8 The Association is entitled to invite <del>California Teachers Association (CTA) endorsed vendors and</del> CTA staff to the Association portion of new Bargaining Unit Member orientations/<del>onboarding</del> meetings and will have access to District audio visual equipment for Association presentations.</p> <p><del>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.</del></p> <p><b>RUSD</b>  <b>11-22-2019</b></p> <p>4.13.7 The Association shall be provided no less than <del>one hundred fifty (150) sixty (60) ninety (90)</del> <b>one hundred fifty (150) sixty (60) ninety (90) seventy-five (75)</b> minutes of uninterrupted time to communicate with Bargaining Unit Members at all new Bargaining Unit Member orientations/<del>onboarding</del> meetings.</p> <p><b>ARE Proposal 12-6-19</b></p>
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	<p>4.13.7 The Association shall be provided no less than <b>ninety (90)</b> minutes of uninterrupted time to communicate with Bargaining Unit Members at all new Bargaining Unit Member orientation meetings.</p> <p><b>RUSD</b> <b>12-17-2019</b></p> <p>4.13.7 The Association shall be provided no less than <del>one hundred fifty (150) sixty (60) ninety (90)</del> <b>seventy-five (75)</b> minutes of uninterrupted time to communicate with Bargaining Unit Members at all new Bargaining Unit Member orientations/<del>onboarding</del> meetings.</p>
<p><b>New Bargaining Member Information</b></p>	<p><b>11-7-19</b></p> <p>4.14 New Bargaining Unit Member Information</p> <p>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.</p> <p>4.14.2 The following new Bargaining Unit Member information shall be delivered to the ARE President via <u>secure medium such as a file transfer protocol digital Excel</u> electronic communication in digital Excel format <del>if in possession of the district</del> no later than thirty (30) days after the date of hire:</p> <ol style="list-style-type: none"> <li>1. Name</li> <li>2. Home Address</li> <li>3. Phone Numbers – work, home and cellular</li> <li>4. Personal (non-District) Email Addresses</li> <li>5. <del>School</del> Work Site</li> <li>6. Grade Level/Assignment</li> <li>7. Date of Hire</li> <li>8. Seniority Date</li> <li>9. Full time Equivalent (FTE) status</li> <li>10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)</li> <li>11. Type of Credential</li> </ol> <p>4.14.3 <u>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</u></p>
<p><b>4.15.1 Bargaining Unit Member Information</b></p>	<p><b>11-7-19</b></p> <p>4.15 <u>Bargaining Unit Member Information</u></p> <p>4.15.1 In addition, on the first day of each month, the District shall deliver to the ARE President the following information <del>if in possession of the district</del> via electronic communication in a <u>secure medium such as a</u></p>

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	<p><u>file transfer protocol digital Excel</u> format for all Bargaining Unit Members:</p> <ol style="list-style-type: none"> <li>1. Name</li> <li>2. Home Address</li> <li>3. Phone Numbers – work, home and cellular</li> <li>4. Personal (non-District) Email Addresses</li> <li>5. <del>School</del> Work Site</li> <li>6. Grade Level/Assignment</li> <li>7. Date of Hire</li> <li>8. Seniority Date</li> <li>9. Full time Equivalent (FTE) status</li> <li>10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)</li> <li>11. Type of Credential</li> <li>12. Indication of any Bargaining Unit Member on Unpaid Leave of Absence</li> <li>13. An indication of whether the District is deducting dues for membership</li> </ol> <p><u>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</u></p>
<p><b>4.16 Notice of, and Opportunity to Oppose, Third-Party Requests for Members’ Information</b></p>	<p><b>11-7-19</b></p> <p><u>4.16 Notice of, and Opportunity to Oppose, Third-Party Requests for Members’ Information</u></p> <p>4.16.4 The District shall not disclose to a third-party personal Bargaining Unit Member information <del>such as</del> including home addresses, personal email addresses, home phone or cell phone numbers, birthdates and/or family member names.</p>

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<b>Negotiations Procedures</b>	<p>Article 5.4  <b>RUSD 9-6-2019</b>  The Board agrees to release up to five (5) Bargaining Unit Members one (1) day per <del>week</del> <b>month</b> for the purpose of <del>meeting and negotiating or for the purpose of preparation for</del> negotiations. Said members shall be provided with substitutes, as needed, paid by the District. Additional days in a week may be granted <b>with mutual agreement</b> to expedite the negotiations process.</p> <p><b>ARE: 10-15-19</b>  <del>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.</del></p> <p>5.4 The Board agrees to release up to five (5) Bargaining Unit Members one (1) day per week <del>month</del> for the purpose of meeting and negotiating or for the purpose of preparation for negotiations. Said members shall be provided with substitutes, as needed, paid by the District. Additional days in a week may be granted <b>with mutual agreement</b> to expedite the negotiations process.</p> <p><b>RUSD 10-25-19</b>  <del>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.</del></p> <p>5.4 The Board agrees to release up to five (5) Bargaining Unit Members one (1) day per <del>week</del> <b>month</b> for the purpose <del>meeting and negotiating or for the purpose of preparation for</del> <b>negotiating and one day per month for the purpose of preparing for</b> of <del>meeting and negotiating or for the purpose of preparation for</del> negotiations. Said members shall be provided with substitutes, as needed, paid by the District. Additional days in a week may be granted <b>with mutual agreement</b> to expedite the negotiations process.</p> <p><b>ARE Proposal 11-7-19</b>  <del>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.</del></p> <p>5.2 No later than two (2) months following the sunshine date of the calendar year in which this document expires, the Board and the Association representatives shall meet and negotiate in order to reach a successor agreement.</p> <p>5.3 Tentative agreements reached on contract items shall be reduced to writing and signed by each party.</p>
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	<p>5.4 The Board agrees to release up to five (5) Bargaining Unit Members one (1) day per week <del>month</del> for the purpose <del>negotiating and one day per month for the purpose of preparing for</del> of meeting and negotiating or for the purpose of preparation for negotiations. Said members shall be provided with substitutes, as needed, paid by the District. Additional days in a week may be granted <del>with mutual agreement</del> to expedite the negotiations process.</p> <p>5.5 During any impasse, the Board may grant additional release time in order to expedite impasse proceedings.</p> <p><b>RUSD 11-22-19</b></p> <p><del>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.</del></p> <p>5.4 The Board agrees to release up to five (5) Bargaining Unit Members one (1) day per <del>week</del> month for the purpose <del>negotiating and one day per month for the purpose of preparing for</del> of <del>meeting and negotiating or for the purpose of preparation for</del> negotiations. Said members shall be provided with substitutes, as needed, paid by the District. Additional days in a week may be granted <del>with mutual agreement</del> to expedite the negotiations process.</p> <p><b>ARE Proposal 12-6-19</b></p> <p>5.4 Maintain current contract language</p> <p><b>RUSD 12-17-19</b></p> <p>5.4 The Board agrees to release up to five (5) Bargaining Unit Members one (1) day per <del>week</del> month for the purpose <del>negotiating and one day per month for the purpose of preparing for</del> of <del>meeting and negotiating or for the purpose of preparation for</del> negotiations. Said members shall be provided with substitutes, as needed, paid by the District. Additional days in a week may be granted <del>with mutual agreement</del> to expedite the negotiations process.</p>
<p><b>Article VII: Hours Duty Work Year</b></p>	<p><b>ARE 9-6-2019</b></p> <p>7.3.1 The instructional responsibilities include, but are not limited to: knowledge and utilization of successful teaching and pupil evaluation techniques; the establishment of teaching goals and objectives based upon District goals and objectives; preparation that reflects appropriate instructional activities; the use of student evaluation techniques that are consistent with District goals and objectives; the development and maintenance of classroom management practices, and the knowledge of child growth and development as it relates to learning.</p>

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

The District shall be responsible for ensuring each Bargaining Unit Member is provided adequate supplies to begin each school year, as well as throughout the school year.

The District shall be responsible for ensuring all work site copy machines are functioning and well maintained.

**RUSD 10-25-2019**

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

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

The District shall be responsible for ensuring each Bargaining Unit Member is provided adequate supplies to begin each school year, as well as throughout the school year.  
(Needs definition)

~~The District shall be responsible for ensuring all work site copy machines are functioning and well maintained.~~

**ARE Proposal**  
**11-7-2019**

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

The District will be responsible for providing information and/or instruction, as needed, pertaining to the above-related responsibilities. With respect to student

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discipline, the District agrees to furnish Bargaining Unit Members with electronic copies of the district discipline policies and the discipline plan for their site.

The District shall be responsible for ensuring each Bargaining Unit Member is provided adequate supplies to begin each school year, as well as throughout the school year.

The District shall be responsible for ensuring all work site copy machines are functioning and well maintained.

**RUSD Proposal**  
**11-7-2019**

The District shall be responsible for ensuring each Bargaining Unit Member is provided adequate supplies to begin each school year, as well as throughout the school year. (Site admin to be surveyed and input provided to attempt to meet this proposal)

~~The District shall be responsible for ensuring all work site copy machines are functioning and well maintained.~~

**ARE Proposal**  
**11-22-2019**

The District shall be responsible for ensuring each Bargaining Unit Member is provided adequate supplies to begin each school year, as well as throughout the school year.

The District and ARE agree that work site copy machines should always be functioning. When a copy machine malfunctions, a work order shall be initiated at the site and the copy machine shall be repaired within three workdays.

**RUSD Proposal 12-6-2019**  
Discussion

ARE Proposal 12-6-2019

The District shall be responsible for ensuring each Bargaining Unit Member is provided adequate supplies to begin each school year, as well as throughout the school year.

The District and ARE agree that work site copy machines should always be functioning. When a copy machine malfunctions, a work order shall be initiated at the site and the copy machine shall be repaired within three workdays.

**RUSD Proposal 12-17-2019**

The District and ARE both acknowledge the importance of providing classroom supplies and materials. The District will provide principals with site budgets annually not later than April 15 in order to seek input and plan for upcoming school year. Priorities for allocation of site funds shall be shared with the staff and shall include funding for supplies for student achievement.

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<b>Supervision Duty</b>	<p><b>ARE</b>  9-6-2019  <del>7.3.4—All supervision duties such as before school, recesses, passing periods and after school shall be assigned equitably at each school site. Supervision duties shall be rotated during the year to ensure equitability of time and supervision duty. Kindergarten teachers shall not be required to provide more than twenty minutes of supervision following dismissal of their students.</del></p> <p><b>RUSD 9-6-2019</b>  7.3.4 All supervision duties such as before school, recesses, passing periods and after school shall be assigned equitably at each school site, <b>elementary and secondary</b>. Supervision duties shall be rotated during the year to ensure equitability of time and supervision duty. Kindergarten teachers shall not be required to provide more than twenty minutes of supervision following dismissal of their students.</p> <p><b>ARE</b>  10-15-2019  <del>7.3.4—All supervision duties such as before school, recesses, passing periods and after school shall be assigned equitably at each school site, <b>elementary and secondary</b>. Supervision duties shall be rotated during the year to ensure equitability of time and supervision duty. Kindergarten teachers shall not be required to provide more than twenty minutes of supervision following dismissal of their students.</del></p> <p><b>RUSD 10-25-2019</b>  7.3.4 All supervision duties such as before school, recesses, passing periods and after school shall be assigned equitably at each school site, <b>elementary and secondary</b>. Supervision duties shall be rotated during the year to ensure equitability of time and supervision duty. Kindergarten teachers shall not be required to provide more than twenty minutes of supervision following dismissal of their students.</p> <p><b>ARE Proposal 11-7-19</b>  7.3.4 All supervision duties <del>such as</del> before school, <del>recesses, passing periods</del> and after school shall be assigned equitably at each school site, <b>elementary and secondary</b>. Supervision duties shall be rotated during the year to ensure equitability of time and supervision duty. Kindergarten teachers shall not be required to provide more than twenty minutes of supervision following dismissal of their students. <u>Supervision duties shall not be assigned during the student day.</u></p> <p><b>RUSD Proposal 11-7-2019</b>  7.3.4 All supervision duties such as before school, recesses, passing periods and after school shall be assigned equitably at each school site, <b>elementary and secondary</b>. Supervision duties shall be rotated during the year to ensure equitability of time and</p>
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	<p>supervision duty. Kindergarten teachers shall not be required to provide more than twenty minutes of supervision following dismissal of their students.  <u>Supervision duties shall not be assigned during the student day.</u></p> <p><b>ARE proposal 11-22-2019</b>  7.3.4 All supervision duties <del>such as</del> before school, <del>recesses, passing periods</del> and after school shall be assigned equitably at each school site, <b>elementary and secondary</b>. Supervision duties shall be rotated during the year to ensure equitability of time and supervision duty. Kindergarten teachers shall not be required to provide more than twenty minutes of supervision following dismissal of their students. <u>Supervision duties shall not be assigned during the student day.</u></p> <p><b>RUSD Proposal 12-6-2019</b></p> <p><b>ARE Proposal 12-6-19</b>  7.3.4 All supervision duties <del>such as</del> before school, <del>recesses, passing periods</del> and after school shall be assigned equitably at each school site, <b>elementary and secondary</b>. Supervision duties shall be rotated during the year to ensure equitability of time and supervision duty. Kindergarten teachers shall not be required to provide more than twenty minutes of supervision following dismissal of their students. <u>Supervision duties shall not be assigned during the student day.</u></p> <p><b>RUSD Proposal 12-17-19</b>  7.3.4 All supervision duties such as before school, recesses, passing periods and after school shall be assigned equitably at each school site, <b>elementary and secondary</b>. Supervision duties shall be rotated during the year to ensure equitability of time and supervision duty. Kindergarten teachers shall not be required to provide more than twenty minutes of supervision following dismissal of their students.  <u>Supervision duties shall not be assigned during the student day.</u></p>
	<p><b>11-7-2019</b>  7.3.5.2 Use of early release days shall <b>be focused on improvement of student achievement and the purpose</b> adhere to a three (3) week rotation <b>in any order</b> of Site Staff Meeting, Site Professional Development, and Grade Level Articulation/Collaboration/Planning. (renumbered)</p>
<p><b>New Secondary Late Starts</b></p>	<p><b>RUSD 9-6-2019</b>  7.3.5.6 Secondary schools will utilize a late start of not less than ninety (90) minutes each Monday for the purpose of professional development, implementation of Professional Learning Community collaboration time and other activities designed to best meet the instructional goals of the schools and the District. Each Monday will be designated as a Late Start and school bell schedules will be maintained or developed in order to provide for the required number of instructional minutes specified in Article 7.10.</p> <p><b>ARE 10-15-2019</b></p>

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~~7.3.5.6 Secondary schools will utilize a late start of not less than ninety (90) minutes each Monday for the purpose of professional development, implementation of Professional Learning Community collaboration time and other activities designed to best meet the instructional goals of the schools and the District. Each Monday will be designated as a Late Start and school bell schedules will be maintained or developed in order to provide for the required number of instructional minutes specified in Article 7.10.~~

**RUSD 10-25-2019**

7.3.5.6 Secondary schools will utilize a late start of not less than seventy-five (75) ~~ninety (90)~~ minutes each Monday for the purpose of professional development, implementation of Professional Learning Community collaboration time and other activities designed to best meet the instructional goals of the schools and the District. Each Monday will be designated as a Late Start and school bell schedules will be maintained or developed in order to provide for the required number of instructional minutes specified in Article 7.10.

**ARE Proposal 11-7-19**

~~7.3.5.6 Secondary schools will utilize a late start of not less than seventy five (75) ~~ninety (90)~~ minutes each Monday for the purpose of professional development, implementation of Professional Learning Community collaboration time and other activities designed to best meet the instructional goals of the schools and the District. Each Monday will be designated as a Late Start and school bell schedules will be maintained or developed in order to provide for the required number of instructional minutes specified in Article 7.10.~~

**RUSD Proposal 11-7-2019**

**RUSD 11-7-2019**

Extend the current Late Start MOU and practices at secondary school sites for the next two school years.

**ARE Proposal 11-22-2019**

7.3.5.6 Extend the 2019-20 late start MOU and practices at **Rowland High School and Nogales High School** secondary school sites for the next two **school years (2020-21 and 2021-22).**

**RUSD Proposal 12-6-2019**

7.3.5.6 Extend the 2019-20 late start MOU and practices at Rowland High School and Nogales High School secondary school sites and late start practices in place at Giano, Alvarado and Santana for the next two school years (2020-21 and 2021-22).

**ARE Proposal 12-6-19**

7.3.5.6 Extend the 2019-20 late start MOU and practices at **Rowland High School and Nogales High School** secondary school sites for the next two **school years (2020-21 and 2021-22).**

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	<p><b>RUSD Proposal 12-17-2019</b>  <a href="#">7.3.5.6 Extend the 2019-20 late start MOU and practices at Rowland High School and Nogales High School secondary school sites and late start practices in place at Giano, Alvarado and Santana for the next two school years (2020-21 and 2021-22).</a></p>
<p><b>Adjunct Duty- Secondary</b></p>	<p><b>ARE 9-6-2019 <u>Adjunct Duties</u></b></p> <p>7.3.65.1 Bargaining Unit Members <del>at the secondary level (grades 7-12)</del> are also responsible for adjunct duty assignments that occur outside the instructional day. These duties are supervision and assistance with student-oriented social and/or recreational activities. These activities include, but are not limited to, athletic events, dances, drama and music events, club, and club activities.</p> <p><b>RUSD 9-6-2019</b>  7.3.6.1 Bargaining Unit Members at the secondary level (grades 7-12) are also responsible for adjunct duty assignments that occur outside the instructional day. These duties <del>include but are not limited to</del> are supervision and assistance with student-oriented social and/or recreational activities, <del>These activities include, but are not limited to,</del> athletic events, dances, drama and music events, club, and club activities.</p> <p><b>ARE 10-15-2019</b>  7.3.65.1 Bargaining Unit Members <del>at the secondary level (grades 7-12)</del> are also responsible for adjunct duty assignments that occur outside the instructional day. These duties are supervision and assistance with student-oriented social and/or recreational activities. These activities include, but are not limited to, athletic events, dances, drama and music events, club, and club activities.</p> <p><b>RUSD 10-25-2019</b>  7.3.6.1 Bargaining Unit Members at the secondary level (grades 7-12) are also responsible for adjunct duty assignments that occur outside the instructional day. These duties <del>include but are not limited to</del> are supervision and assistance with student-oriented social and/or recreational activities, <del>These activities include, but are not limited to,</del> athletic events, dances, drama and music events, club, and club activities.</p> <p><b>ARE Proposal 11-7-19</b>  7.3.6.1 Bargaining Unit Members at the secondary level (grades 7-12) are also responsible for adjunct duty assignments that occur outside the instructional day. These duties <del>include but are not limited to</del> are supervision and assistance with student-oriented social and/or recreational activities. These activities include, but are not limited to, athletic events, dances, drama and music events, club, and club activities.</p>

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	<p><b>RUSD Proposal 11-7-2019</b>  7.3.6.1 Bargaining Unit Members at the secondary level (grades 7-12) are also responsible for adjunct duty assignments that occur outside the instructional day. These duties <b>include but are not limited to</b> are supervision and assistance with student-oriented social and/or recreational activities, <del>These activities include, but are not limited to, athletic events, dances, drama and music events, club, and club activities.</del></p> <p><b>ARE Proposal 11-22-2019</b>  7.3.6.1 Bargaining Unit Members at the secondary level (grades 7-12) are also responsible for adjunct duty assignments that occur outside the instructional day. These duties <b>include but are not limited to</b> are supervision and assistance with student-oriented social and/or recreational activities. These activities include, but are not limited to, athletic events, dances, drama and music events, club, and club activities.</p> <p><b>RUSD Proposal 12-6-2019</b>  7.3.6.1 Bargaining Unit Members at the secondary level (grades 7-12) are also responsible for adjunct duty assignments that occur outside the instructional day. These duties <b>include but are not limited to</b> are supervision and assistance with student-oriented social and/or recreational activities, <del>These activities include, but are not limited to, athletic events, dances, drama and music events, club, and club activities.</del></p> <p><b>ARE Proposal 12-6-19</b>  7.3.6.1 Bargaining Unit Members at the secondary level (grades 7-12) are also responsible for adjunct duty assignments that occur outside the instructional day. These duties <b>include but are not limited to</b> are supervision and assistance with student-oriented social and/or recreational activities. These activities include, but are not limited to, athletic events, dances, drama and music events, club, and club activities.</p> <p><b>RUSD Proposal 12-17-2019</b>  7.3.6.1 Bargaining Unit Members at the secondary level (grades 7-12) are also responsible for adjunct duty assignments that occur outside the instructional day. These duties <b>include but are not limited to</b> are supervision and assistance with student-oriented social and/or recreational activities, <del>These activities include, but are not limited to, athletic events, dances, drama and music events, club, and club activities.</del></p>
<b>Adjunct Duty-Elementary</b>	<p><b>11-22-2019</b>  7.3.6.2 Bargaining Unit Members at the elementary level (grades PreK-6), at continuation high school, and alternative education centers are also responsible for adjunct duty assignments that occur outside the instructional day. Adjunct duties include, but are not limited to, representation <b>on site and district committees</b> and coordination and advisement of various activities/events as determined by the needs of individual sites (e.g., volunteer tea, yearbook, coordination of fairs or shows, career days).</p>

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	<p><del>Itinerant Bargaining Unit Members and those assigned to District Departments are responsible for completing not more than twenty-four hours of adjunct duty which will be scheduled with their immediate supervisor annually and may include an extension of their assigned responsibilities.</del></p>
<p><b>Adjunct Hours Maximum</b></p>	<p><del>ARE 9-6-2019 7.3.65.3 Bargaining Unit Members' participation in assigned adjunct duties shall not exceed <del>seventeen (17)</del> fifteen (15) hours per year. School Site Principals will annually provide the ARE President with an adjunct duty report which will include a list of identified adjunct duties, the number of hours allocated for each duty, and the average number of assigned adjunct duty hours by school site no later than September 30.</del></p> <p><del>In recognition that Elementary Outdoor Science School requires overnight stays, teachers who accompany students to Outdoor Science Schools lasting for three or more days shall be entitled to an extra duty stipend.</del></p> <p><b>RUSD 9-6-2019</b> 7.3.6.3 Bargaining Unit Members' participation in assigned adjunct duties shall not exceed <b>twenty-four (24)</b> <del>seventeen (17)</del> hours per year. School Site Principals will annually provide the ARE President with an adjunct duty report which will include a list of identified adjunct duties, the number of hours allocated for each duty, and the average number of assigned adjunct duty hours by school site no later than September 30.</p> <p><del>ARE 10-15-2019 7.3.65.3 Bargaining Unit Members' participation in assigned adjunct duties shall not exceed <del>seventeen (17)</del> fifteen (15) hours per year. School Site Principals will annually provide the ARE President with an adjunct duty report which will include a list of identified adjunct duties, the number of hours allocated for each duty, and the average number of assigned adjunct duty hours by school site no later than September 30.</del></p> <p><del>In recognition that Elementary Outdoor Science School requires overnight stays, teachers who accompany students to Outdoor Science Schools lasting for three or more days shall be entitled to an extra duty stipend.</del></p> <p><b>RUSD 10-25-2019</b> 7.3.6.3 Bargaining Unit Members' participation in assigned adjunct duties shall not exceed <b>twenty-four (24)</b> <del>seventeen (17)</del> hours per year. School Site Principals will annually provide the ARE President with an adjunct duty report which will include a list of identified adjunct duties, the number of hours allocated for each duty, and the average number of assigned adjunct duty hours by school site no later than September 30.</p>

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

**ARE Proposal 11-7-2019**

7.3.6.3 Bargaining Unit Members' participation in assigned adjunct duties shall not exceed ~~fifteen (15) twenty-four (24) seventeen (17)~~ hours per year. School Site Principals will annually provide the ARE President with an adjunct duty report which will include a list of identified adjunct duties, the number of hours allocated for each duty, and the average number of assigned adjunct duty hours by school site no later than September 30.

**RUSD 11-7-2019**

7.3.6.3 Bargaining Unit Members' participation in assigned adjunct duties shall not exceed ~~twenty (20) fifteen (15) twenty-four (24) seventeen (17)~~ hours per year. School Site Principals will annually provide the ARE President with an adjunct duty report which will include a list of identified adjunct duties, the number of hours allocated for each duty, and the average number of assigned adjunct duty hours by school site no later than September 30.

**ARE Proposal 11-22-2019**

7.3.6.3 Bargaining Unit Members' participation in assigned adjunct duties shall not exceed ~~fifteen (15) twenty (20) fifteen (15) twenty-four (24) seventeen (17)~~ hours per year. School Site Principals will annually provide the ARE President with an adjunct duty report which will include a list of identified adjunct duties, the number of hours allocated for each duty, and the average number of assigned adjunct duty hours by school site no later than September 30.

**RUSD 12-6-2019**

7.3.6.3 Bargaining Unit Members' participation in assigned adjunct duties shall not exceed seventeen (17) hours per year. School Site Principals will annually provide the ARE President with an adjunct duty report which will include a list of identified adjunct duties, the number of hours allocated for each duty, and the average number of assigned adjunct duty hours by school site no later than September 30.

[Propose current contract language.](#)

**ARE Proposal 12-6-19**

7.3.6.3 Bargaining Unit Members' participation in assigned adjunct duties shall not exceed ~~fifteen (15) twenty (20) fifteen (15) twenty-four (24) seventeen (17)~~ hours per year. School Site Principals will annually provide the ARE President with an adjunct duty report which will include a list of identified adjunct duties, the number of hours allocated for each duty, and the average number of assigned adjunct duty hours by school site no later than September 30.

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	<p><b>RUSD 12-17-2019</b></p> <p>7.3.6.3 Bargaining Unit Members’ participation in assigned adjunct duties shall not exceed seventeen (17) hours per year. School Site Principals will annually provide the ARE President with an adjunct duty report which will include a list of identified adjunct duties, the number of hours allocated for each duty, and the average number of assigned adjunct duty hours by school site no later than September 30.</p> <p><a href="#">Propose current contract language.</a></p>
<p><b>Schedules for Non-Classroom Staff</b></p>	<p><b>11-7-19</b></p> <p>7.4 Bargaining Unit Members not regularly assigned to a classroom <del>shall have meet and discuss</del> their <del>schedule with their supervisor prior to the first student day.</del> <b>Schedules shall be reviewed and are subject to approval</b> <del>approved</del> by their supervisor and shall have the provisions of Section 7.1 applied in as consistent a manner as possible.</p>
<p><b>Morning Relief</b></p>	<p><b>10-15-2019</b></p> <p>7.5 A duty-free lunch period of at least thirty (30) consecutive minutes shall be provided for each Bargaining Unit Member. A relief period of <b>not less than ten minutes</b> shall be provided duty-free for each Bargaining Unit Member during the mid-morning hours.</p>
<p><b>New Secondary Course Preps</b></p>	<p><b>ARE</b>  <b>9-6-2019</b>  <b>7.79 <u>Secondary Course Preps</u></b></p> <p>7.9.1 Full-time Bargaining Unit Members teaching grades 7-12 shall not be assigned more than two (2) course preps.</p> <p>7.9.2 Full-time Bargaining Unit Members teaching grades 7-12 may volunteer to accept a number of course preps exceeding two (2).</p> <p>7.9.3 Full-time Bargaining Unit Members teaching grades 7-12 with more than two (2) course preps shall have the option not to be evaluated during the affected school year.</p> <p><b>RUSD 10-25-2019</b>  <del>7.79 <u>Secondary Course Preps</u></del></p> <p><del>7.9.1 Full-time Bargaining Unit Members teaching grades 7-12 shall not be assigned more than two (2) course preps.</del></p> <p><del>7.9.2 Full-time Bargaining Unit Members teaching grades 7-12 may volunteer to accept a number of course preps exceeding two (2).</del></p> <p><del>7.9.3 Full-time Bargaining Unit Members teaching grades 7-12 with more than two (2) course preps shall have the option not to be evaluated during the affected school year.</del></p>

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**ARE Proposal 11-7-19**

7.79 Secondary Course Preps

~~7.9.1 Full-time Bargaining Unit Members teaching grades 7-12 shall not be assigned more than two (2) course preps.~~

~~7.9.2 Full-time Bargaining Unit Members teaching grades 7-12 may volunteer to accept a number of course preps exceeding two (2).~~

7.9.3 Full-time Bargaining Unit Members teaching grades 7-12 with more than two (2) course preps shall have the option not to be evaluated during the affected school year.

**RUSD Proposal 11-7-2019**

7.79 Secondary Course Preps

~~7.9.1 Full-time Bargaining Unit Members teaching grades 7-12 shall not be assigned more than two (2) course preps.~~

~~7.9.2 Full-time Bargaining Unit Members teaching grades 7-12 may volunteer to accept a number of course preps exceeding two (2).~~

~~7.9.3 Full-time Bargaining Unit Members teaching grades 7-12 with more than two (2) course preps shall have the option not to be evaluated during the affected school year.~~

**ARE Proposal 11-22-2019**

7.79 Secondary Course Preps

~~7.9.1 Full-time Bargaining Unit Members teaching grades 7-12 shall not be assigned more than two (2) course preps.~~

~~7.9.2 Full-time Bargaining Unit Members teaching grades 7-12 may volunteer to accept a number of course preps exceeding two (2).~~

7.9.3 Full-time Bargaining Unit Members teaching grades 7-12 with more than two (2) preps in core courses shall have the option not to be evaluated during the affected school year.

**RUSD Proposal 12-6-2019**

7.79 Secondary Course Preps

~~7.9.1 Full-time Bargaining Unit Members teaching grades 7-12 shall not be assigned more than two (2) course preps.~~

~~7.9.2 Full-time Bargaining Unit Members teaching grades 7-12 may volunteer to accept a number of course preps exceeding two (2).~~

**ARE Proposal 12-6-2019**

7.79 Secondary Course Preps

~~7.9.1 Full-time Bargaining Unit Members teaching grades 7-12 shall not be assigned more than two (2) course preps.~~

~~7.9.2 Full-time Bargaining Unit Members teaching grades 7-12 may volunteer to accept a number of course preps exceeding two (2).~~

7.9.3 Full-time Bargaining Unit Members teaching grades 7-12 with more than two (2) preps in core courses shall have the option not to be evaluated during the affected school year.



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	<p><b>RUSD 12-17-2019</b>  <del>7.9.3 Full-time Bargaining Unit Members teaching grades 7-12 with more than two (2) preps in core courses shall have the option not to be evaluated during the affected school year.</del></p>
<b>Preparation Time</b>	<p><b>RUSD 11-7-2019</b>  7.7.1 Full-time Bargaining Unit Members teaching grades 7-12 shall be provided a preparation period during the first six periods or last six periods of the day. <del>In the event a school chooses to elect a block schedule or other non-traditional schedule,</del> Preparation periods shall be equitably assigned. <del>and the association shall be notified of planning for such a possible change.</del> (District withdraws this proposal to maintain CCL)</p>
<b>Secondary Preparation Time</b>	<p><b>ARE Proposal 12-6-19</b>  7.10.1.1 Full-time Bargaining Unit Members assigned a Special Education easeload classroom teaching assignment in grades 7-12 shall be provided a preparation period equivalent to the number of minutes that all other full-time Bargaining Unit Members at the work site receive.</p> <p>7.10.1.2 Speech and Language Pathologists shall submit a calendar for up to <del>four</del> <del>two</del> release days per year to the Director of Special Education prior to the first day of instruction. Release days are to be provided for Speech and Language Pathologists for professional preparation purposes. <del>Substitutes shall not be provided during these release days.</del></p> <p><b>RUSD Proposal 12-17-2019</b>  7.10.1.2 Speech and Language Pathologists shall submit a calendar for up to <del>two</del> <del>four</del> release days per year to the Director of Special Education prior to the first day of instruction. Release days are to be provided for Speech and Language Pathologists for professional preparation purposes. Substitutes shall not be provided during these release days.</p>
<b>Collaboration Time</b>	<p><b>ARE Proposal 11-7-19</b>  7.7.3.1 A minimum of 50 minutes per week will be used for grade level/<del>content specific professional development</del> and collaboration to discuss topics aligned to school and district goals as determined by grade level teams.</p> <p><b>ARE Proposal 12-6-19 Agreement</b>  7.7.3.1 A minimum of 50 minutes per week will be used for grade level/<del>content specific professional development</del> and collaboration to discuss topics aligned to school and district goals as determined by grade level teams.</p>
<b>Elementary Preparation Time</b>	<p><b>12-6-19</b>  7.7.3 Full-time Bargaining Unit Members <del>assigned a classroom teaching assignment teaching regular classes</del> in grades 1-6 shall have the equivalent of two-hundred (200)</p>

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	<p>minutes every two (2) calendar weeks in blocks of no less than fifty (50) consecutive minutes of release time scheduled exclusively for planning and preparation.</p> <p><b>7.7.4</b> <u>Bargaining Unit Members Teachers teaching in the Resource Specialist Program shall provide a schedule within the first two weeks of school for approval from their site administrator for the equivalent of two-hundred (200) minutes every two (2) calendar weeks in blocks of no less than fifty (50) consecutive minutes of release time scheduled exclusively for planning and preparation.</u></p>
<p><b>Equity in Elementary Planning Time</b></p>	<p><b>11-7-19</b>  <b>7.710.3.2</b> It is the intent of the parties to provide equity to elementary teachers <del>all</del> <u>Bargaining Unit Members</u> who receive planning time. Therefore, planning days missed due to holidays will be rotated to minimize disparities and provide equity to the extent possible.</p> <p><b>ARE Proposal 12-6-19</b>  <u>Agreement</u>  <b>7.710.3.2</b> It is the intent of the parties to provide equity to elementary teachers <del>all</del> <u>Bargaining Unit Members</u> who receive planning time. Therefore, planning days missed due to holidays will be rotated to minimize disparities and provide equity to the extent possible.</p>
<p><b>Make Ups</b></p>	<p><b>10-25-2019</b>  <b>7.710.3.4</b> Bargaining Unit Members shall be entitled to make-up planning time missed solely <del>to</del> <u>due to</u> participation in District-mandated release for professional development. In the event planning time is missed due to district or site calendar events, including but not limited to holidays, articulation days, parent conference days, planning time will not be made up for those members whose planning time is affected.</p>
<p><b>New Preparation Time Special Education</b></p>	<p><b>11-22-2019</b>  <del>7.10.4 Bargaining Unit Members assigned a Special Education caseload at elementary and K-8 sites shall receive four (4) release days each year for preparation. The Bargaining Unit Member shall determine which days will be used for release and shall notify the immediate supervisor prior to each release day.</del></p> <p>7.10.5 Bargaining Unit Members who are assigned to <u>plan and deliver instruction consistent with a clearly defined co-teaching model (not push-in)</u> collaboratively to the same set of students in the same setting shall be entitled to two (2) days of release time in order to adequately prepare for the assignment.</p>
<p><b>Period Instruction</b></p>	<p><b>ARE</b>  <b>9-6-2019</b>  <b>7.811</b> <u>Period Instruction</u></p> <p>7.811.1 If excess enrollment or the establishment of certificated programs in secondary courses requires the formation of additional sections as determined by the supervisor, Bargaining Unit Members may be offered the option of teaching an additional period.</p>

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To promote an equitable process, supervisors will provide a list of additional sections to all staff and ARE President prior to seeking volunteers.

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

7.811.3 Compensation for teaching the additional period is ~~shown on the certificated hourly rate schedule~~ described in Article 14.13.

**RUSD 10-25-2019**

7.811 Period Instruction

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

To promote an equitable process, supervisors will provide a list of additional sections to all staff and ARE President within ten (10) days of receipt of such a request ~~prior to seeking volunteers.~~

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

7.811.3 Compensation for teaching the additional period is ~~shown on the certificated hourly rate schedule~~ described in Article 14.13.

**ARE Proposal 11-7-19**

7.811 Period Instruction

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

To promote an equitable process, supervisors will provide a list of additional sections to all Bargaining Unit Members at the site ~~staff and ARE President~~ within ten (10) days of receipt of such a request prior to seeking volunteers.

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

7.811.3 Compensation for teaching the additional period is ~~shown on the certificated hourly rate schedule~~ described in Article 14.13.

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	<p>7.8.4 Additional period instruction assignments will normally be for one (1) semester or less.</p> <p><b>RUSD Proposal 11-7-19</b></p> <p><b>7.811 <u>Period Instruction</u></b></p> <p>7.811.1 If excess enrollment or the establishment of certificated programs in secondary courses requires the formation of additional sections as determined by the supervisor, Bargaining Unit Members may be offered the option of teaching an additional period.</p> <p><u>To promote an equitable process, when communicating the need for volunteers to teach these extra sections, supervisor will notify the respective department Chair and ARE Site Representatives.</u></p> <p><del>supervisors will provide a list of additional sections to all Bargaining Unit Members at the site staff and ARE President within ten (10) days of receipt of such a request prior to seeking volunteers.</del></p> <p>7.811.2 Full-time <b>Bargaining</b> Unit Members who elect the option of teaching an additional period will have a seven-period contract day including a preparation period.</p> <p>7.811.3 Compensation for teaching the additional period is <del>shown on the certificated hourly rate schedule described in Article 14.13.</del></p> <p>7.8.4 Additional period instruction assignments will normally be for one (1) semester or less.</p> <p><b>ARE Proposal 11-22-2019</b></p> <p><b>7.811 <u>Period Instruction</u></b></p> <p>7.811.1 If excess enrollment or the establishment of certificated programs in secondary courses requires the formation of additional sections as determined by the supervisor, Bargaining Unit Members may be offered the option of teaching an additional period.</p> <p><del>To promote an equitable process, when communicating the need for volunteers to teach these extra sections, supervisor will notify the respective department Chair and ARE Site Representatives. supervisors will provide a list of additional sections to all staff and ARE President within ten (10) days of receipt of such a request prior to seeking volunteers.</del></p> <p><u>To promote an equitable process and to seek volunteers, the supervisor will notify all Bargaining Unit Members via email of the opportunity to teach an additional period. The supervisor will include a list of available sections to teach.</u></p>
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	<p>7.811.2 Full-time <b>Bargaining Unit Members</b> who elect the option of teaching an additional period will have a seven-period contract day including a preparation period.</p> <p>7.811.3 Compensation for teaching the additional period is <del>shown on the certificated hourly rate schedule</del> described in Article 14.13.</p> <p><b>RUSD Proposal 12-6-19</b>  To promote an equitable process and to seek volunteers, the supervisor will notify all teachers at the site <del>Bargaining Unit Members</del> via email of the opportunity to teach an additional period. The supervisor will include a list of available sections to teach.</p> <p><b>ARE Proposal 12-6-19</b>  7.811 <u>Period Instruction</u>  7.811.1 If excess enrollment or the establishment of certificated programs in secondary courses requires the formation of additional sections as determined by the supervisor, Bargaining Unit Members may be offered the option of teaching an additional period.  <del>To promote an equitable process, when communicating the need for volunteers to teach these extra sections, supervisor will notify the respective department Chair and ARE Site Representatives. Supervisors will provide a list of additional sections to all staff and ARE President within ten (10) days of receipt of such a request prior to seeking volunteers.</del>  <u>To promote an equitable process and to seek volunteers, the supervisor will notify all Bargaining Unit Members via email of the opportunity to teach an additional period. The supervisor will include a list of available sections to teach.</u></p> <p><b>RUSD Proposal 12-17-19</b>  To promote an equitable process and to seek volunteers, the supervisor will notify all teachers at the site <del>Bargaining Unit Members</del> via email of the opportunity to teach an additional period. The supervisor will include a list of available sections to teach.</p>
<b>Work Year</b>	<p>ARE  9-6-2019  7.912.1 Counselors, Health Services Specialists, School Psychologists, Special Education Program Specialists, Student Activities Advisors <del>200</del> 185 days</p> <p>RUSD 9-6-2019  7.9 The work year, defined as duty days, for Bargaining Unit Members shall be:</p> <p>7.9.1  Counselors, Health Services Specialists, <del>School Psychologists, Special Education</del> Program Specialists, Student Activities Advisors  200 days</p>

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<del>7.9.2</del>	<del>District-Designated Project Specialists</del>	<del>up to 207 days</del>
7.9.32	Teachers and all other Bargaining Unit Members	185 days
<del>7.9.4</del>	<del>Teachers of the Severely Handicapped</del>	<del>185 days</del>
<del>7.9.5</del>	<del>Community Day School Teachers</del>	<del>185 days</del>
7.9.63 The work year for Bargaining Unit Members on the <del>185-day schedule</del> shall include three (3) staff development days within the <del>already</del> existing <del>185-day</del> work year.		
RUSD withdrew proposal to reduce School Psychologist work year and their commensurate reduction in compensation on September 25, 2019		
ARE		
10-15-2019		
7.9.12.1 Counselors, Health Services Specialists, School Psychologists, Special Education Program Specialists, Student Activities Advisors 200 185 days		
<b>RUSD 10-25-2019</b>		
7.9 The work year, defined as duty days, for Bargaining Unit Members shall be:		
7.9.1	Counselors, Health Services Specialists, School Psychologists, <del>Special Education</del> Program Specialists, Student Activities Advisors	200 days
<del>7.9.2</del>	<del>District-Designated Project Specialists</del>	<del>up to 207 days</del>
7.9.32	Teachers and all other Bargaining Unit Members	185 days
<del>7.9.4</del>	<del>Teachers of the Severely Handicapped</del>	<del>185 days</del>
<del>7.9.5</del>	<del>Community Day School Teachers</del>	<del>185 days</del>
7.9.63 The work year for Bargaining Unit Members on the <del>185-day schedule</del> shall include three (3) staff development days within the <del>already</del> existing <del>185-day</del> work year <u>calendar</u> .		

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

7.9.1 Counselors, Health Services Specialists, School Psychologists, ~~Special Education~~ Program Specialists, Student Activities Advisors  
195 ~~185~~ 200 days

~~7.9.2 District Designated Project Specialists  
up to 207 days~~

7.9.32 Teachers and all other Bargaining Unit Members  
185 days

~~7.9.4 Teachers of the Severely Handicapped  
185 days~~

~~7.9.5 Community Day School Teachers  
185 days~~

RUSD withdrew proposal to reduce School Psychologist work year and their commensurate reduction in compensation on September 25, 2019.

**RUSD Proposal 11-7-19**

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195 ~~200~~ ~~195~~ ~~185~~ ~~200~~ days

~~7.9.2 District Designated Project Specialists up to 207 days~~

7.9.32 Teachers and all other Bargaining Unit Members  
185 days

~~7.9.4 Teachers of the Severely Handicapped 185 days~~

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RUSD withdrew proposal to reduce School Psychologist work year and their commensurate reduction in compensation on September 25, 2019.

**RUSD Proposal 11-22-2019**

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	<p><del>7.9.5</del> <del>Community Day School Teachers</del>  <del>185 days</del></p> <p>RUSD withdrew proposal to reduce School Psychologist work year and their commensurate reduction in compensation on September 25, 2019.</p> <p><b>ARE Proposal 12-6-19</b></p> <p>7.9 The work year, defined as duty days, for Bargaining Unit Members shall be:</p> <p style="padding-left: 40px;">7.9.1 Counselors, Health Services Specialists, School Psychologists, <del>Special Education</del> Program Specialists, Student Activities Advisors  195 <del>200</del> <del>195</del> <del>185</del> <del>200</del> days</p> <p style="padding-left: 40px;"><del>7.9.2 District Designated Project Specialists</del> <del>up to 207 days</del></p> <p>7.9.32 Teachers and all other Bargaining Unit Members 185 days</p> <p style="padding-left: 40px;"><del>7.9.4 Teachers of the Severely Handicapped</del> <del>185 days</del></p> <p style="padding-left: 40px;"><del>7.9.5 Community Day School Teachers</del> <del>185 days</del></p> <p>RUSD withdrew proposal to reduce School Psychologist work year and their commensurate reduction in compensation on September 25, 2019.</p> <p><b>RUSD Proposal 12-17-2019</b></p> <p>7.9 The work year, defined as duty days, for Bargaining Unit Members shall be:</p> <p style="padding-left: 40px;">7.9.1 Counselors, Health Services Specialists, School Psychologists, <del>Special Education</del> Program Specialists, Student Activities Advisors  200 days</p> <p style="padding-left: 40px;"><del>7.9.2 District Designated Project Specialists</del> <del>up to 207 days</del></p> <p>7.9.32 Teachers and all other Bargaining Unit Members 185 days</p> <p style="padding-left: 40px;"><del>7.9.4 Teachers of the Severely Handicapped</del> <del>185 days</del></p> <p style="padding-left: 40px;"><del>7.9.5</del> <del>Community Day School Teachers</del>  <del>185 days</del></p> <p>RUSD withdrew proposal to reduce School Psychologist work year and their commensurate reduction in compensation on September 25, 2019.</p>
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	7.11.1 District-designated <del>Project</del> /Program Specialists (staff development, special education, health), Building Counselors, Psychologists.
<b>TK Instructional Aides</b>	<b>10-25-2019</b> <del>7.1821.1</del> Classes with enrollment of 20 students or more will be provided with a <del>three</del> five-hour daily Instructional Aide to support the TK program.
<b>Common Core</b>	<del>10-15-2019</del> <del>7.20</del> <u>Common Core</u>  <del>The District and ARE acknowledge that it is not statutorily required to negotiate implementation of the CCSS, however school districts do have the obligation to “consult” in the manner outlined in Government Code Section 3543.2(a) and the Association has the right negotiate the effect of decisions made by the District that have an “impact on” a mandatory subject of bargaining as outlined in the existing laws.</del>
<b>Assignment Notifications</b>	<b>RUSD Proposal 12-17-2019</b> <del>7.2124.2</del> Bargaining Unit Members shall be notified of tentative assignments for the upcoming school year <del>prior to the end</del> no later than fifteen (15) workdays prior to the last teacher workday of the current school year. <del>Whenever possible,</del> Tentative assignment shall include notification when two Bargaining Unit Members are assigned to deliver instruction collaboratively to the same set of students in the same setting.  7.24.3 Bargaining Unit Members who are <u>involuntarily</u> assigned to a new classroom and required to pack and set up during non-contractual time shall be compensated for <u>up to</u> twelve (12) hours at the workshop rate.
<b>Room Changes</b>	<b>11-7-19</b> 7.24.3 Bargaining Unit Members who are <u>involuntarily</u> assigned to a new classroom and required to pack and set up during non-contractual time shall be compensated for <u>up to</u> twelve (12) hours at the workshop rate.
<b>New IEP’s</b>	<del>ARE</del> <del>9-6-2019</del> <del>7.27</del> <u>Individualized Education Program (IEP)</u>  <del>7.27.1 If IEPs are held during instructional preparation time or after regular hours of employment, Bargaining Unit Members shall receive their per diem hourly rate of pay or be provided compensatory release time which may be accumulated and utilized at the member’s discretion. It shall be at the Bargaining Unit Members’ discretion whether to receive compensation or compensatory release time.</del>  <b>RUSD</b> <b>10-25-2019</b>

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**ARE Proposal 11-7-19**

7.27 Individualized Education Program (IEP)

7.27.1 If IEPs are held during instructional preparation time or after regular hours of employment, Bargaining Unit Members shall receive their per diem hourly rate of pay or be provided compensatory release time which may be accumulated and utilized at the member's discretion. It shall be at the Bargaining Unit Members' discretion whether to receive compensation or compensatory release time.

**RUSD Proposal 11-7-19**

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~~7.27.1 If IEPs are held during instructional preparation time or after regular hours of employment, Bargaining Unit Members shall receive their per diem hourly rate of pay or be provided compensatory release time which may be accumulated and utilized at the member's discretion. It shall be at the Bargaining Unit Members' discretion whether to receive compensation or compensatory release time.~~

**ARE Proposal 11-22-2019**

7.27.1 If IEPs are held during instructional preparation time or after regular hours of employment, Bargaining Unit Members shall receive their per diem hourly rate of pay or be provided compensatory release time which may be accumulated and utilized at the member's discretion. It shall be at the Bargaining Unit Members' discretion whether to receive compensation or compensatory release time.

**RUSD Proposal 12-6-19**

7.27.1 If IEPs are held during ~~instructional preparation time or after regular hours of employment,~~ after the posted school office hours Bargaining Unit Members shall receive their per diem hourly rate of pay ~~or be provided compensatory release time which may be accumulated and utilized at the member's discretion. It shall be at the Bargaining Unit Members' discretion whether to receive compensation or compensatory release time.~~

**ARE Proposal 12-6-19**

7.27.1 If IEPs are held during instructional preparation time or after regular hours of employment, Bargaining Unit Members shall receive their per diem hourly rate of pay or be provided compensatory release time which may be accumulated and utilized at the member's discretion. It shall be at the Bargaining Unit Members' discretion whether to receive compensation or compensatory release time.

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	<p><b>RUSD Proposal 12-17-19</b></p> <p><del>7.27.1 If IEPs are held during instructional preparation time or after regular hours of employment, after the posted school office hours Bargaining Unit Members shall receive their per diem hourly rate of pay or be provided compensatory release time which may be accumulated and utilized at the member's discretion. It shall be at the Bargaining Unit Members' discretion whether to receive compensation or compensatory release time.</del></p>
<p><b>IEP's</b></p>	<p>11-22-2019</p> <p><del>7.27.2 When an Individual with Exceptional Needs is assigned to the class of any Bargaining Unit Member, the District shall provide the IEP to the Bargaining Unit Member within twenty-four (24) hours of the student's first day in class. In such instances, a Bargaining Unit Member's accountability shall be limited to having implemented the services provided by the District.</del></p>
<p><b>New Special Education Clerical Support</b></p>	<p>ARE 9-6-2019 7.28 <u>Special Education</u></p> <p>7.28.1 Support personnel shall be provided to assist Bargaining Unit Members with scheduling IEP meetings and other clerical duties.</p> <p>7.28.1.1 High School: One (1) full time support personnel each day per site</p> <p>7.28.1.2 Intermediate and K-8: One (1) half-time support personnel each day per site</p> <p>7.28.1.3 Elementary: One (1) full time support personnel twice a week per site</p> <p><b>RUSD</b> <b>10-25-2019</b> <del>7.28 <u>Special Education</u></del></p> <p><del>7.28.1 Support personnel shall be provided to assist Bargaining Unit Members with scheduling IEP meetings and other clerical duties.</del></p> <p><del>7.28.1.1 High School: One (1) full time support personnel each day per site</del></p> <p><del>7.28.1.2 Intermediate and K-8: One (1) half-time support personnel each day per site</del></p> <p><del>7.28.1.3 Elementary: One (1) full time support personnel twice a week per site</del></p> <p>ARE Proposal 11-7-19 7.28 <u>Special Education</u> 7.28.1 Support personnel shall be provided to assist Bargaining Unit Members with scheduling IEP meetings and other clerical duties.</p>

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	<p>7.28.1.1 per site</p> <p>7.28.1.2 each</p> <p>7.28.1.3 week per</p>	<p>High School: One (1) full time support personnel each day</p> <p>Intermediate and K-8: One (1) half-time support personnel day per site</p> <p>Elementary: One (1) full time support personnel twice a site</p>
	<p><b>RUSD Proposal 11-7-19</b></p> <p><del>7.28 <u>Special Education</u></del></p> <p><del>7.28.1 Support personnel shall be provided to assist Bargaining Unit Members with scheduling IEP meetings and other clerical duties.</del></p> <p><del>7.28.1.1 High School: One (1) full time support personnel each day per site</del></p> <p><del>7.28.1.2 Intermediate and K-8: One (1) half-time support personnel each day per site</del></p> <p><del>7.28.1.3 Elementary: One (1) full time support personnel twice a week per site</del></p> <p><b>ARE Proposal 11-22-2019</b></p> <p>7.28 <u>Special Education</u></p> <p>7.28.1 <u>Bargaining Unit Members may request assistance with scheduling IEP meetings and clerical duties. The Bargaining Unit Member shall inform the immediate supervisor and both individuals will work collaboratively to find a solution.</u></p> <p style="padding-left: 40px;"><del>7.28.1.1 High School: One (1) full time support personnel each day per site</del></p> <p style="padding-left: 40px;"><del>7.28.1.2 Intermediate and K-8: One (1) half-time support personnel each day per site</del></p> <p style="padding-left: 40px;"><del>7.28.1.3 Elementary: One (1) full time support personnel twice a week per site</del></p> <p><b>RUSD Proposal 12-6-2019</b></p> <p><del>7.28 <u>Special Education</u></del></p> <p><del>7.28.1 <u>Bargaining Unit Members may request assistance with scheduling IEP meetings and clerical duties. The Bargaining Unit Member shall inform the immediate supervisor and both individuals will work collaboratively to find a solution.</u></del></p> <p style="padding-left: 40px;"><del>7.28.1.1 High School: One (1) full time support personnel each day per site</del></p> <p style="padding-left: 40px;"><del>7.28.1.2 Intermediate and K-8: One (1) half-time support personnel each day per site</del></p> <p style="padding-left: 40px;"><del>7.28.1.3 Elementary: One (1) full time support personnel twice a week per site</del></p> <p><b>ARE Proposal 12-6-19</b></p> <p>7.28 <u>Special Education</u></p> <p>7.28.1 <u>Bargaining Unit Members may request assistance with scheduling IEP meetings and clerical duties. The Bargaining Unit Member shall inform the</u></p>	

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	<p><u>immediate supervisor and both individuals will work collaboratively to find a solution.</u></p> <p><del>7.28.1.1 High School: One (1) full time support personnel each day per site</del></p> <p><del>7.28.1.2 Intermediate and K-8: One (1) half time support personnel each day per site</del></p> <p><del>7.28.1.3 Elementary: One (1) full time support personnel twice a week per site</del></p> <p><b>RUSD Proposal 12-17-19</b></p> <p><del>7.28 Special Education</del></p> <p><del>7.28.1 Bargaining Unit Members may request assistance with scheduling IEP meetings and clerical duties. The Bargaining Unit Member shall inform the immediate supervisor and both individuals will work collaboratively to find a solution.</del></p> <p><del>7.28.1.1 High School: One (1) full time support personnel each day per site</del></p> <p><del>7.28.1.2 Intermediate and K-8: One (1) half time support personnel each day per site</del></p> <p><del>7.28.1.3 Elementary: One (1) full time support personnel twice a week per site</del></p>
<b>Special Education Materials</b>	<p><b>11-7-19</b></p> <p>7.28.2 The District shall provide each special education teacher with District approved <del>designated</del> textbooks, consumables, and/or materials necessary and proper to meet District curriculum requirements.</p>
<b>Special Education Assessment Materials</b>	<p><b>12-6-2019</b></p> <p>7.28.3 <u>The Director of Special Education shall provide August of each year all special education Bargaining Unit Members with a list of District approved pupil assessments and materials in August of each year. The District shall provide each special education Bargaining Unit Member with the District approved assessments and materials.</u></p>
<b>Special Education Committee</b>	<p><b>RUSD 12-6-2019</b></p> <p><u>7.28.4 A joint Special Education committee shall be formed to facilitate communication and to work collaboratively to solve problems regarding various Special Education topics and procedures. The committee shall include the Director of Special Education or designee, two (2) site principals or designee, ARE President or designee, and two (2) Bargaining Unit Members appointed by the ARE President. The Special Education committee shall meet not less than 3 times throughout the school year.</u></p>
<b>Instructional Materials</b>	<p><b>11-7-19</b></p> <p>7.29 <u>Instructional Materials</u></p> <p>7.29.1 The District shall provide each Bargaining Unit Member with adopted textbooks and consumables sufficient for students enrolled in each assigned course or grade level, as well as teacher’s manuals. Textbooks shall be free from damage that renders them unusable.</p>

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	<p><del>7.29.2 For any adopted textbooks or course materials exceeding seven (7) years of age, the District shall provide each Bargaining Unit Member an annual stipend of \$200 for supplemental materials for each course or subject matter affected.</del></p>
<p><b>Article VIII: Class Size</b></p>	<p><b>11-22-2019</b></p> <p>8.3 If an elementary teacher’s class enrollment exceeds the individual class size maximum as provided for in 8.1.1 after the <del>twentieth (20<sup>th</sup>) calendar day of each semester</del>, 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 <del>\$250</del> <del>200</del> <del>300</del> <del>200</del> <del>100</del> per student over the maximum per <del>semester</del> <del>five dollars (\$5.00) per student over the maximum per day.</del></p>
<p><b>8.4 Combination Classes</b></p>	<p><b>ARE Proposal 11-7-2019</b></p> <p>8.4.2 Effective with the <del>2016-17</del> <del>2019-20</del> <u>2020-2021</u> school year, teachers of combination classes at the TK-6<sup>th</sup> grade level shall be <del>paid a stipend of \$2500 per year.</del> Combination class teachers shall be entitled to three (3) release days for collaboration and/or planning as needed, <del>with the District determining the date, location and topics of one (1) day and two (2)</del> The three (3) dates <del>to</del> shall be determined by the Bargaining Unit Members with approval from their site principal on the selection of days to be released.  <b>Maintain ARE proposal to change stipend to amount in Appendix B</b></p> <p><b>RUSD Proposal 11-22-2019</b></p> <p>8.4.2 Effective with the <del>2016-17</del> <del>2019-20</del> <u>2020-2021</u> school year, teachers of combination classes at the TK-6<sup>th</sup> 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, <del>with the District determining the date, location and topics of one (1) day and two (2)</del> The three (3) dates <del>to</del> shall be determined by the Bargaining Unit Members with approval from their site principal on the selection of days to be released.</p>
<p><b>8.5 Secondary Maximums</b></p>	<p><b>ARE Proposal 9-6-2019</b></p> <p>8.5 7-12 teacher:student contacts for classes other than PE, Music, and Business Education shall not exceed a total of 175 students.</p> <p><b>8.5.1 Individual class sections other than PE, Music, and Business Education shall not exceed 36 students.</b></p> <p><b>8.5.2 If the student contacts exceeds 175 students and/or exceed class section maximums after the beginning of the second month, the student load shall be adjusted within two (2) weeks.</b></p> <p><b>RUSD Proposal 9-25-2019</b></p>

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	<p>8.5 7-12 teacher:student contacts for classes other than PE, Music, and Business Education shall not exceed a total of 175 students.</p> <p style="color: green;">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.</p> <p style="color: green;">8.5.2 If the student contacts exceeds 175 students and/or exceed class section goals specified in 8.5.1 <del>maximums</del> after the twentieth (20<sup>th</sup>) day of each semester <del>beginning of the second month</del>, the student load shall be adjusted within two (2) weeks if possible without hiring an additional teacher or disruption to a students' educational opportunities.</p> <p style="color: blue;">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.</p> <p style="color: red;"><b>ARE Proposal</b> 10-25-2019</p> <p>7-12 teacher:student contacts for classes other than PE, Music, and Business Education shall not exceed a total of 175 students.</p> <p style="color: red;">8.5.1 Maintain ARE's proposal (8.5.1 Individual class sections other than PE, Music, and Business Education shall not exceed 36 students.)</p> <p style="color: green;">8.5.2 If the student contacts exceeds 175 students and/or exceed class section goals specified in 8.5.1 <del>maximums</del> after the twentieth (20<sup>th</sup>) <u>calendar day</u> of each semester <del>beginning of the second month</del>, the student load shall be adjusted within two (2) weeks. <del>if possible without hiring an additional teacher or disruption to a students' educational opportunities.</del></p> <p style="color: blue;"><del>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.</del></p> <p style="color: blue;"><b>RUSD Proposal</b> 11-7-2019</p> <p>8.5 7-12 teacher:student contacts for classes other than PE, Music, and Business Education shall not exceed a total of 175 students.</p> <p style="color: green;">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.</p>
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	<p><b>8.5.2</b> If the student contacts exceeds 175 students and/or exceed class section goals specified in 8.5.1 <del>maximums</del> after the twentieth (20<sup>th</sup>) calendar day of each semester <del>beginning of the second month</del>, the student load shall be adjusted within two (2) weeks if possible without hiring an additional teacher or disruption to a students' educational opportunities.</p> <p><b>8.5.3</b> 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.</p> <p><b>ARE Proposal 11-7-2019</b></p> <p>7-12 teacher:student contacts for classes other than PE, Music, and Business Education shall not exceed a total of 175 students.</p> <p><b>8.5.1</b> <del>It is the goal of the District that</del> individual class sections other than PE, Music, and Business Education shall not exceed 36 students.</p> <p><b>8.5.2</b> If the student contacts exceeds 175 students and/or exceed class section goals specified in 8.5.1 <del>maximums</del> after the twentieth (20<sup>th</sup>) calendar day of each semester <del>beginning of the second month</del>, the student load shall be adjusted within two (2) weeks. <del>if possible without hiring an additional teacher or disruption to a students' educational opportunities.</del></p> <p><del>8.5.3</del> <del>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.</del></p> <p><b>RUSD Proposal 11-22-2019</b></p> <p><b>8.5</b> 7-12 teacher:student contacts for classes other than PE, Music, and Business Education shall not exceed a total of 175 students.</p> <p><b>8.5.1</b> It is the goal of the District that individual class sections other than PE, Music, and Business Education shall not exceed 36 students.</p> <p><b>8.5.2</b> If the student contacts exceeds 175 students and/or exceed class section goals specified in 8.5.1 <del>maximums</del> after the twentieth (20<sup>th</sup>) calendar day of each semester <del>beginning of the second month</del>, the student load shall be adjusted within two (2) weeks if possible without hiring an additional teacher or disruption to a students' educational opportunities.</p> <p><b>8.5.3</b> 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</p>
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	<p style="text-align: right; color: blue;">teacher will receive \$100 per student over the maximum each semester the teacher's class is over 36:1.</p> <p><b>ARE Proposal 12-6-19</b></p> <p>8.5 7-12 teacher:student contacts for classes other than PE, Music, and Business Education shall not exceed a total of 175 students.</p> <p>8.5.1 <del>It is the goal of the District that</del> Individual class sections other than PE, Music, and Business Education shall not exceed 36 students.</p> <p>8.5.2 If the student contacts exceeds 175 students and/or exceed class section goals specified in 8.5.1 <del>maximums</del> after the twentieth (20<sup>th</sup>) calendar day of each semester <del>beginning of the second month</del>, the student load shall be adjusted within two (2) weeks <del>if possible without hiring an additional teacher or disruption to a students' educational opportunities.</del></p> <p>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 <del>\$250</del> per student over the maximum each semester the teacher's class is over 36:1.</p> <p><b>RUSD Proposal 12-17-2019</b></p> <p>8.5 7-12 teacher:student contacts for classes other than PE, Music, and Business Education shall not exceed a total of 175 students.</p> <p>8.5.1 It is the goal of the District that <del>h</del>individual class sections other than PE, Music, and Business Education shall not exceed 36 students.</p> <p>8.5.2 If the student contacts exceeds 175 students and/or exceed class section goals specified in 8.5.1 <del>maximums</del> after the twentieth (20<sup>th</sup>) calendar day of each semester <del>beginning of the second month</del>, the student load shall be adjusted within two (2) weeks <del>if possible without hiring an additional teacher or disruption to a students' educational opportunities.</del></p> <p>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.</p>
<p><b>8.6</b>  <b>Secondary</b>  <b>Maximums</b></p>	<p><b>ARE Proposal 9-6-2019</b></p> <p>8.6 7-12 teacher:student contacts for regular PE, shall not exceed a total of 250 students.</p> <p>8.6.1 Individual sections of PE shall not exceed 50 students.</p>

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	<p>8.6.<del>12</del> If a secondary teacher's student contacts <del>or class section maximums</del> exceed those specified in Article 8.5 or 8.6, after the beginning of the second month of school and reduction is not possible, site administration will consult with the member and notify the ARE Site Rep. The teacher will receive <del>\$50</del> \$5 per student over the maximum each <del>semester</del> day the teacher's contacts or class maximums are over the maximum.</p> <p><b>RUSD Proposal</b> <b>9-25-2019</b></p> <p>8.6 7-12 teacher:student contacts for regular PE, shall not exceed a total of 250 students.</p> <p><del>8.6.1 Individual sections of PE shall not exceed 50 students.</del></p> <p>8.6.1 If a secondary teacher's student contacts exceed <del>or class section maximums</del> those specified in Article 8.5 or 8.6, after the <del>twentieth (20<sup>th</sup>) day of each semester beginning of the second month of school</del> and reduction is not possible, site administration will consult with the member and notify the ARE Site Rep. The teacher will receive \$100 <del>50</del> \$5 per student over the maximum each semester <del>day</del> the teacher's contacts or class maximums are over the maximum.</p> <p><b>ARE Proposal</b> <b>10-25-219</b></p> <p>8.6 7-12 teacher:student contacts for regular PE, shall not exceed a total of 250 students.</p> <p><del>8.6.1 Individual sections of PE shall not exceed 50 students.</del></p> <p>8.6.<del>12</del> If a secondary teacher's student contacts <del>or class section maximums</del> exceed those specified in Article 8.5 or 8.6, <del>on the twenty-first (21<sup>st</sup>) day after the twentieth (20<sup>th</sup>) day of each semester beginning of the second month of school</del> and reduction is not possible, site administration will consult with the member and notify the ARE Site Rep. The teacher will receive \$300 <del>100</del> <del>50</del> \$5 per student over the maximum each semester <del>day</del> the teacher's contacts or class maximums are over the maximum.</p> <p><b>RUSD Proposal</b> <b>11-7-2019</b></p> <p>8.6 7-12 teacher:student contacts for regular PE, shall not exceed a total of 250 students.</p> <p><del>8.6.1 Individual sections of PE shall not exceed 50 students.</del></p>
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8.6.1 If a secondary teacher's student contacts exceed ~~or class section maximums~~ those specified in Article 8.5 or 8.6, after the twentieth (20<sup>th</sup>) 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 \$100 ~~50~~ \$5 per student over the maximum each semester ~~day~~ the teacher's contacts or class maximums are over the maximum.

**ARE Proposal 11-7-2019**

**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 (21<sup>st</sup>) day after the twentieth (20<sup>th</sup>) 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.

**RUSD Proposal 11-22-2019**

~~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 (21<sup>st</sup>) day after the twentieth (20<sup>th</sup>) 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.

**ARE Proposal 12-6-19**

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 (20<sup>th</sup>) 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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	<p><b>RUSD Proposal 12-17-2019</b>  <del>8.6.1 Individual sections of PE shall not exceed 50 students.</del></p> <p>8.6.1 If a secondary teacher’s student contacts exceed <del>or class section maximums</del> those specified in Article 8.5 or 8.6, <del>on the twenty first (21<sup>st</sup>) day</del> after the <del>twentieth (20<sup>th</sup>)</del> <u>calendar day</u> of each semester <del>beginning of the second month of school</del> and reduction is not possible, site administration will consult with the member and notify the ARE Site Rep. The teacher will receive \$250 <del>300</del><del>100</del> <del>50</del> \$5 per student over the maximum each semester <del>day</del> the teacher’s contacts or class maximums are over the maximum.</p>
<p><b>8.14: At Risk Funding</b></p>	<p><b>11-7-2019</b></p> <p>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. <del>The outcome and roster of participants in this process shall be reported annually to the ARE President no later than November 1 each year.</del> 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.</p> <p>In order to assist K-8 schools with the instruction of “at risk” 7<sup>th</sup> and 8<sup>th</sup> students, <del>each site</del> will be allocated \$32.00/ADA (7<sup>th</sup> and 8<sup>th</sup> 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. <del>The outcome and roster of participants in this process shall be reported annually to the ARE President no later than November 1 each year.</del> 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.</p>
<p><b>New Special Education</b></p>	<p><b>8.15 <u>Special Education</u></b>  <b>11-22-2019</b></p> <p>8.15.1 The District shall maintain a caseload for Bargaining Unit Members assigned to teach in the Resource Specialist Program (RSP) <del>shall have a caseload of no more than 24</del> <del>28</del> <del>26</del> 28.</p> <p><b>ARE Proposal</b>  <b>9-6-2019</b></p> <p>8.15.2 Speech and Language Pathologists shall have a caseload of no more than 55.</p>

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	<p>RUSD Proposal 9-25-2019 8.15.2 Speech and Language Pathologists shall have <del>a</del> an average caseload of no more than 55.</p> <p>ARE Proposal 10-25-2019 8.15.2 Speech and Language Pathologists shall have a caseload of no more than 55.</p> <p>RUSD Proposal 11-7-2019 8.15.2 Speech and Language Pathologists shall have <del>a</del> an average caseload of no more than 55.</p> <p>ARE Proposal 11-7-2019 8.15.2 Speech and Language Pathologists shall have a caseload of no more than 55.</p> <p>RUSD Proposal 8.15.2 Speech and Language Pathologists shall have <del>a</del> an average caseload of no more than 55.</p> <p><b>ARE Proposal 12-6-19</b> 8.15.2 Speech and Language Pathologists shall have <del>a</del> <del>an average</del> caseload of no more than 55.</p> <p><b>RUSD Proposal 12-17-2019</b> 8.15.2 Speech and Language Pathologists shall have <del>a</del> an average caseload of no more than 55.</p>
<p><b>Moderate to Severe Special Day Class</b></p>	<p>ARE Proposal <b>DATE</b> 8.15.3 Bargaining Unit Members assigned to teach a Severely Disabled (SD) class shall have a caseload maximum of ten (10).</p> <p style="padding-left: 40px;">8.15.3.1 Should the caseload exceed the maximum, the Site Administrator shall notify the Director of Special Education and ARE President immediately.</p> <p style="padding-left: 40px;">8.15.3.2 The Site Administrator shall meet with the Bargaining Unit Member and ARE Site Representative within ten (10) workdays to resolve the overage.</p> <p>RUSD 9-25-2019 <del>8.15.3 Bargaining Unit Members assigned to teach a Severely Disabled (SD) class shall have a caseload maximum of ten (10).</del></p>

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	<p>The District shall maintain an average caseload for teachers teaching in a Moderate to Severe Special Day Class (SDC) program of ten (10) students with an individual teacher maximum of twelve (12).</p> <p>8.15.3.1 Should the caseload exceed the maximum after the twentieth (20<sup>th</sup>) day of each semester, the Site Administrator shall notify the Director of Special Education and ARE President <del>immediately</del>.</p> <p>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.</p> <p>8.15.3.3 In the event individual caseloads exceed those specified in 8.15.3.1, and adjustment of the caseload is not possible, the teacher will receive \$100 per student over the maximum each semester.</p> <p><b>ARE 10-25-2019</b></p> <p><del>8.15.3 Bargaining Unit Members assigned to teach a Severely Disabled (SD) class shall have a caseload maximum of ten (10).</del></p> <p>The District shall maintain an average caseload for <del>teachers</del> <b>Bargaining Unit Members</b> teaching in a Moderate to Severe Special Day Class (SDC) program of ten (10) students with an individual teacher maximum of twelve (12).</p> <p>8.15.3.1 Should the caseload exceed the maximum after the <del>twentieth (20<sup>th</sup>)</del> <b>tenth (10<sup>th</sup>) work</b> day of each semester, the Site Administrator shall notify the Director of Special Education and ARE President <del>immediately</del> <b>by the end of the next workday</b>.</p> <p>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.</p> <p><del>8.15.3.3 In the event individual caseloads exceed those specified in 8.15.3.1, and adjustment of the caseload is not possible, the teacher will receive \$100 per student over the maximum each semester.</del></p> <p><b>RUSD Proposal</b> <b>11-7-2019</b></p>
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	<p>8.15.3 The District shall maintain an average caseload for <del>teachers</del> 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).</p> <p style="padding-left: 40px;"><b>8.15.3.1</b> Should the caseload exceed the maximum after the-twentieth (20<sup>th</sup>) <u>calendar <del>tenth (10<sup>th</sup>) work</del></u> day of each semester, the Site Administrator shall notify the Director of Special Education and ARE President <del>immediately</del> <u>by the end of the next workday</u> <u>within two school days</u>.</p> <p style="padding-left: 40px;">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.</p> <p style="padding-left: 40px;">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.</p> <p><b>ARE Proposal 11-7-2019</b></p> <p>8.15.3 The District shall maintain an average caseload for <del>teachers</del> 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).</p> <p style="padding-left: 40px;"><b>8.15.3.1</b> Should the caseload exceed the maximum after the-twentieth (20<sup>th</sup>) <u>calendar <del>tenth (10<sup>th</sup>) work</del></u> day of each semester, the Site Administrator shall notify the Director of Special Education and ARE President <del>immediately</del> <u>by the end of the next workday</u> <u>within two school days</u>.</p> <p style="padding-left: 40px;">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.</p> <p style="padding-left: 40px;"><del>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.</del></p> <p><b>RUSD Proposal 11-22-2019</b></p> <p>8.15.3 The District shall maintain an average caseload for <del>teachers</del> 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).</p> <p style="padding-left: 40px;"><b>8.15.3.1</b> Should the caseload exceed the maximum after the-twentieth (20<sup>th</sup>) <u>calendar</u> day of each semester, the Site Administrator shall notify the</p>
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	<p>Director of Special Education and ARE President <del>immediately</del> <u>by the end of the next workday within two school days.</u></p> <p>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.</p> <p>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.</p> <p><b>ARE Proposal 12-6-19</b></p> <p><del>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.</del></p> <p><b>ARE proposal on Dec 6, 2019 was incomplete for this section as it did not respond to:</b></p> <p>8.15.3.1 Should the caseload exceed the maximum after the-twentieth (20<sup>th</sup>) <u>calendar</u> day of each semester, the Site Administrator shall notify the Director of Special Education and ARE President <del>immediately</del> <u>by the end of the next workday within two school days.</u></p> <p><b>RUSD Proposal 12-17-2019</b></p> <p>8.15.3 The District shall maintain an average caseload for <del>teachers</del> 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).</p> <p>8.15.3.1 Should the caseload exceed the maximum after the-twentieth (20<sup>th</sup>) <u>calendar</u> day of each semester, the Site Administrator shall notify the Director of Special Education and ARE President <del>immediately</del> <u>by the end of the next workday within two school days.</u></p> <p>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.</p> <p>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.</p>
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<p><b>Mild Moderate Special Day Class (SDC)</b></p>	<p>ARE Proposal</p> <p>8.15.4 Bargaining Unit Members assigned to teach a Special Day Class (SDC) shall have a caseload maximum of twelve (12).</p> <p style="padding-left: 40px;">8.15.4.1 Should the caseload exceed the maximum, the Site Administrator shall notify the Director of Special Education and ARE President immediately.</p> <p style="padding-left: 40px;">8.15.4.2 The Site Administrator shall meet with the Bargaining Unit Member and ARE Site Representative within ten (10) workdays to resolve the overage.</p> <p>RUSD 10-25-2019</p> <p>8.15.4 <del>Bargaining Unit Members assigned to teach a Special Day Class (SDC) shall have a caseload maximum of twelve (12).</del> The District shall maintain an average caseload for teachers teaching in a Mild to Moderate Special Day Class (SDC) program of fifteen (15) students with an individual teacher maximum of eighteen (18).</p> <p style="padding-left: 40px;">8.15.4.1 Should the caseload exceed the maximum after the twentieth (20<sup>th</sup>) day of each semester, the Site Administrator shall notify the Director of Special Education and ARE President <del>immediately</del>.</p> <p style="padding-left: 40px;">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.</p> <p>8.15.4.3 In the event individual caseloads exceed those specified in 8.15.4.1, and adjustment of the caseload is not possible, the teacher will receive \$100 per student over the maximum.</p> <p>ARE Proposal 10-25-2019</p> <p>8.15.4 <del>Bargaining Unit Members assigned to teach a Special Day Class (SDC) shall have a caseload maximum of twelve (12).</del></p> <p>The District shall maintain an average caseload for <del>teachers</del> Bargaining Unit Members teaching in a Mild to Moderate Special Day Class (SDC) program of <del>fifteen (15)</del> twelve (12) students with an individual teacher maximum of <del>eighteen (18)</del> fifteen (15).</p> <p style="padding-left: 40px;">8.15.4.1 Should the caseload exceed the maximum after the <del>twentieth (20<sup>th</sup>)</del> <u>tenth (10<sup>th</sup>) work</u> day of each semester, the Site Administrator shall notify the Director of Special Education and ARE President <del>immediately</del> <u>by the end of the next workday</u>.</p> <p style="padding-left: 40px;">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</p>
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	<p>Site Representative within ten (10) workdays to attempt to resolve the overage.</p> <p><del>8.15.4.3 In the event individual caseloads exceed those specified in 8.15.4.1, and adjustment of the caseload is not possible, the teacher will receive \$100 per student over the maximum.</del></p> <p><b>RUSD Proposal</b> <b>11-7-2019</b></p> <p><del>8.15.4 Bargaining Unit Members assigned to teach a Special Day Class (SDC) shall have a caseload maximum of twelve (12).</del></p> <p>The District shall maintain an average caseload for <del>teachers</del> Bargaining Unit Members teaching in a Mild to Moderate Special Day Class (SDC) program of <del>fifteen (15) twelve (12)</del> students with an individual teacher maximum of <del>eighteen (18) fifteen (15)</del>.</p> <p>8.15.4.1 Should the caseload exceed the maximum after the <del>twentieth (20<sup>th</sup>) calendar tenth (10<sup>th</sup>) work</del> day of each semester, the Site Administrator shall notify the Director of Special Education and ARE President <del>immediately</del> <u>by the end of the next workday within two school days.</u></p> <p>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.</p> <p>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.</p> <p><b>ARE Proposal 11-7-2019</b></p> <p>The District shall maintain an average caseload for <del>teachers</del> Bargaining Unit Members teaching in a Mild to Moderate Special Day Class (SDC) program of <del>fourteen (14) fifteen (15) twelve (12)</del> students with an individual teacher maximum of <del>sixteen (16) eighteen (18) fifteen (15)</del>.</p> <p>8.15.4.1 Should the caseload exceed the maximum after the <del>twentieth (20<sup>th</sup>) calendar tenth (10<sup>th</sup>) work</del> day of each semester, the Site Administrator shall notify the Director of Special Education and ARE President <del>immediately</del> <u>by the end of the next workday within two school days.</u></p> <p>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.</p>
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~~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.~~

**RUSD Proposal 11-22-2019**

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)~~.

8.15.4.1 Should the caseload exceed the maximum after the-twentieth (20<sup>th</sup>) ~~calendar tenth (10<sup>th</sup>) 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.

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.

**ARE Proposal 12-6-19**

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.~~

**ARE proposal on Dec 6, 2019 was incomplete for this section as it did not respond to:**

8.15.4.1 Should the caseload exceed the maximum after the-twentieth (20<sup>th</sup>) ~~calendar tenth (10<sup>th</sup>) 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.

**RUSD Proposal 12-17-2019**

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)~~.

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	<p>8.15.4.1 Should the caseload exceed the maximum after the-twentieth (20<sup>th</sup>) <del>calendar tenth (10<sup>th</sup>) work</del> day of each semester, the Site Administrator shall notify the Director of Special Education and ARE President <del>immediately</del> <u>by the end of the next workday within two school days.</u></p> <p>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.</p> <p>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.</p>
<p><b>Article IX: Evaluation</b></p>	<p><b>10-25-2019</b>            9.1.2 <u>Standard Path</u>: Teachers with permanent status shall be placed on this path, and if satisfactory performance achievement is maintained, will be evaluated <b>not less than every other each</b> year unless Ed. Code 44664 is applied.</p> <p><b>11-7-19</b>            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, <u>has received satisfactory evaluations</u> and there is mutual agreement between the evaluator and the Bargaining Unit Member.</p>
<p><b>9.1.5 Non Classroom Path</b></p>	<p><b>RUSD Proposal 11-22-2019</b>            RUSD withdraws proposal for modification of Article 9.1.5</p>
<p><b>Evaluation Timelines</b></p>	<p><b>10-15-2019</b>            9.2.1 <u>Non-Permanent Path</u>: 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 <b>thirty (30) days prior to the end of the school year May 15<sup>th</sup></b>, the final summary evaluation form shall be given to the Bargaining Unit Member.</p> <p>9.2.2 <u>Standard Path</u>: 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 <b>thirty (30) days prior to the end of the school year May 15<sup>th</sup></b>, the final summary evaluation form shall be given to the Bargaining Unit Member.</p>

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	<p>9.2.3 <u>Alternative Path</u>: Bargaining Unit Members with permanent status who maintain satisfactory performance during the previous cycle period may elect to use the alternative assessment path <del>with the approval of their supervisor</del> <b>(district withdraws proposal)</b>. 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 <b>thirty (30) days prior to the end of the school year May 15<sup>th</sup></b>, the final summary evaluation form shall be given to the Bargaining Unit Member.</p> <p>9.2.4 <u>Remedial Path</u>: 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 <b>thirty (30) days prior to the end of the school year May 15<sup>th</sup></b>, the final summary evaluation form shall be given to the Bargaining Unit Member.</p> <p>9.2.5 <u>Non-Classroom Path</u>: Instructional support staff on the non-classroom path shall be assessed twice a year and receive a final summary evaluation for objective obtainment in the spring no later than <b>thirty (30) days prior to the end of the school year May 15<sup>th</sup></b>.</p>
<p><b>Evaluation Procedures</b></p>	<p><b>11-22-19</b></p> <p>9.3.2 <u>Standard Path – Teachers May Select a 3-point or 4-Point Evaluation Assessment Form</u>: 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 <del>annual goals for the employee</del> are <del>discussed and developed</del> shared. The <del>annual goals for the employee</del> 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 <del>prior to</del> <b>prior to no later than thirty (30) days prior to the end of the school year May 15<sup>th</sup></b>. 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.</p>
	<p><b>10-15-2019</b></p> <p>9.3.3 <u>Alternative Path</u>: ...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 <b>not later than thirty (30) days prior to the end of the school year May 15<sup>th</sup></b> to the evaluator.</p>

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	<p><b>10-15-2019</b></p> <p>9.3.4.3 When placed on the Remedial Path, the teacher shall be given an improvement plan by the evaluator by <b>not later than thirty (30) days prior to the end of the school year May 15<sup>th</sup></b> at a conference. By June 1 <del>the</del> teacher will develop a draft of the action plan and review it with the evaluator <del>within ten days of receipt of the improvement plan</del>. The final action plan is due <del>from the teacher</del> September 1 and will be discussed at a meeting prior to the fall assessment conference.</p>
<p><b>Article IX: Evaluation</b></p>	<p><b>RUSD 9-6-2019</b></p> <p>9.3.5 <u>Non-Classroom Path</u>: Instructional support staff placed on this path will be evaluated based on meeting <b>the standards for their respective position which have been adopted either by the State of California or at a national level</b> <del>predetermined mutually agreed upon objectives</del> 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.</p> <p><b>ARE 10-15-19</b></p> <p>9.3.5 <u>Non-Classroom Path</u>: Instructional support staff placed on this path will be evaluated based on meeting <b>the standards for their respective position which have been adopted either by the State of California or at a national level</b> <del>predetermined mutually agreed upon objectives</del> 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.</p> <p><b>RUSD 10-25-19</b></p> <p>9.3.5 <u>Non-Classroom Path</u>: Instructional support staff placed on this path will be evaluated based on <u>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</u> <del>predetermined mutually agreed upon objectives</del> 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.</p> <p><b>ARE Proposal 11-7-19</b></p> <p>9.3.5 <u>Non-Classroom Path</u>: Instructional support staff placed on this path will be evaluated based on <u>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</u> <del>predetermined mutually agreed upon objectives</del> 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.</p>

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	<p><b>RUSD 11-22-2019</b></p> <p>9.3.5 <u>Non-Classroom Path</u>: Instructional support staff placed on this path will be evaluated based on <del>the goals established during the meeting held pursuant to Article 9.3.2 which will incorporate the standards</del> 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.</p> <p><b>ARE Proposal 12-6-19</b></p> <p>9.3.5 Maintain current contract language</p> <p><b>RUSD 12-17-19</b></p> <p>9.3.5 <u>Non-Classroom Path</u>: Instructional support staff placed on this path will be evaluated based on <del>the standards for their respective position which have been adopted either by the State of California or at a national level</del> 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.</p>
<p><b>Article IX: Evaluation</b></p>	<p><b>RUSD 9-6-2019</b></p> <p>9.9 The primary basis for evaluating the Bargaining Unit Member’s performance shall be the attainment of performance standards pre-established <b>during the fall conference, on the assessments</b> and listed on the final evaluation summary forms, and/or other <b>State or National standards for the respective position</b> listed as <del>subsections that are mutually agreed upon</del> during the fall conference.</p> <p><b>ARE 10-15-19</b></p> <p>9.9 The primary basis for evaluating the Bargaining Unit Member’s performance shall be the attainment of performance standards pre-established <b>during the fall conference, on the assessments</b> and listed on the final evaluation summary forms, and/or other <b>State or National standards for the respective position</b> listed as subsections that are mutually agreed upon during the fall conference.</p> <p><b>RUSD 10-25-2019</b></p> <p>9.9 The primary basis for evaluating the Bargaining Unit Member’s performance shall be the attainment of performance standards pre-established <b>during the fall conference, on the assessments</b> and listed on the final evaluation summary forms, and/or other <b>State or National standards for the respective position</b> listed as subsections that are mutually agreed upon during the fall conference.</p>



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	<p><b>ARE Proposal 11-7-19</b></p> <p>9.9 The primary basis for evaluating the Bargaining Unit Member’s performance shall be the attainment of performance standards pre-established <del>during the fall conference</del>, on the assessments and listed on the final evaluation summary forms, and/or other <del>State or National</del> standards <del>for the respective position</del> listed as subsections that are mutually agreed upon during the fall conference.</p> <p><b>RUSD Proposal 11-22-2019</b></p> <p>9.9 The primary basis for evaluating the Bargaining Unit Member’s performance shall be the attainment of performance standards pre-established <del>during the fall conference</del>, on the assessments and listed on the final evaluation summary forms, and/or other <del>State or National</del> standards <del>for the respective position</del> listed as subsections that are mutually agreed upon during the fall conference.</p> <p><b>ARE Proposal 12-6-19</b></p> <p>9.9 Maintain current contract language</p> <p><b>RUSD Proposal 12-17-2019</b>  District withdraws proposed modification to Article 9.9</p>
<p><b>Process to Review, Revise or Develop New Evaluation Forms</b></p>	<p style="text-align: center;"><b><u>EVALUATION INSTRUMENTS</u></b></p> <p>RUSD 9-6-2019  The District proposes the development of a subcommittee comprised of equal members of certificated employees and administrators to:</p> <ul style="list-style-type: none"> <li>• Review current Evaluation Forms in use and,</li> <li>• Review the applicable state and/or national standards for each type of certificated position, including classroom teachers, Speech and Language Pathologists, School Psychologists, Counselor, and Nurses and other Instructional Support personnel</li> <li>• Create draft Evaluation Forms to be used in the evaluation process using the applicable state or national standards as a basis of evaluation, and</li> <li>• Recommend new forms to the negotiating team not later than June 30, 2020 for implementation in the 2020-2021 school year as a pilot program, and</li> <li>• Assist in providing training in the use of the new Evaluation Forms to employees and administrators, and</li> <li>• 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</li> <li>• Full implementation in the 2021-22 school year.</li> </ul> <p><del>ARE 10-15-2019  The District proposes the development of a subcommittee comprised of equal members</del></p>

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~~of certificated employees and administrators to:~~

- ~~• Review current Evaluation Forms in use and,~~
- ~~• Review the applicable state and/or national 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 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 30, 2020 for implementation in the 2020-2021 school year as a pilot program, and~~
- ~~• Assist in providing training in the use of the new Evaluation Forms to 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 2021-22 school year.~~

**RUSD 10-25-2019**

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 state and/or national 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 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
- Assist in providing training in the use of the new Evaluation Forms to 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.

**RUSD 10-25-2019**

In order for the subcommittees to complete their work as prescribed above, Article 9, Evaluations, will be opened during the 2020-21 bargaining cycle.

**ARE Proposal 11-7-19**

The District proposes the development of a subcommittee comprised of equal members

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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.

~~In order for the subcommittees to complete their work as prescribed above, Article 9, Evaluations, will be opened during the 2020-21 bargaining cycle.~~

**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.

~~In order for the subcommittees to complete their work as prescribed above, Article 9, Evaluations, will be opened during the 2020-21 bargaining cycle.~~

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**ARE Proposal 12-6-19**

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.~~

**RUSD Proposal 12-17-19**

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~~ 2021 for implementation in the ~~2022-23~~ ~~2021-2022~~ ~~2020-2021~~ school year as a pilot program, and
- In order for the subcommittees to complete their work as prescribed above, Article 9, Evaluations, the parties agree to open negotiations on this topic not later than January 10, 2022 to review the recommendations of the subcommittee, 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~~

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	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Dates included in this proposal subject to reaching a Tentative Agreement prior to January 30, 2020.</li> </ul>
<p><b>Article XII: Leaves Parental Bonding</b></p>	<p>10-25-2019  <u>Parental/Child Bonding Leave</u>  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. <del>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).</del></p> <p>12.3.1 For purposes of this section, “<del>p</del>Parental/Child Bonding <del>l</del>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.</p> <p>12.3.2 Bargaining Unit Members shall be entitled to use all current and accumulated sick leave for a period of up to twelve (12) workweeks (60 contract days).</p> <p>12.3.3 <del>During the period of Parental/Child Bonding Leave,</del> 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.</p> <p>12.3.4 Bargaining Unit Members shall not be provided more than one 12-week period for <del>maternity or paternity</del> Parental/Child Bonding leave in any 12-month period <del>per school year</del>. <del>However, if</del> 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, <u>placement</u> <del>receipt</del> of a foster child or adoption of the child.</p>
<p><b>Article XII: Leaves Child Rearing</b></p>	<p><b>11-7-19</b>  <del>12.4</del> <u>Child Rearing Leave (covered by 12.3)</u>  <del>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.</del></p>

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	<p><del>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.</del></p> <p><b>12.14 Unpaid Personal Leave</b>  A Bargaining Unit Member may be granted an unpaid personal leave <u>for purposes including but not limited to Child Rearing</u> 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.</p>
<p><b>Personal Necessity Leave</b></p>	<p><u>RUSD 9-6-2019</u></p> <p>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 <u>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:</u></p> <ul style="list-style-type: none"> <li>• Attendance at religious observations which cannot be attended outside of the employee’s work hours;</li> <li>• Attendance at an immediate family member’s major life activity such as graduation or wedding ceremonies;</li> <li>• Travel necessary to attend an immediate family member’s major life activity limited to not more than two school days;</li> </ul> <p><del>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.</del> These personal necessity days may not be used during designated staff development <u>buy-back</u> days <u>for which the District receives money for teacher attendance</u>-(moved to 12.10.5).</p> <p>12.10.5 <del>These p</del>Personal necessity days used pursuant to 12.10.4 may not be used during designated staff development <u>buy-back</u> days <u>for which the District receives money for teacher attendance</u>-(moved to 12.10.5)</p> <p>12.10.6 Upon return from an approved Personal Necessity absence <u>for reasons in items 12.10.1-12.10.3 above</u>, 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.</p>

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	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>• Vacation;</li> <li>• Recreation;</li> <li>• Extension of holidays or weekends;</li> <li>• Personal convenience;</li> <li>• Political demonstrations or concerted activities;</li> <li>• Engaging in income producing activities; and/or</li> <li>• Volunteer activities.</li> </ul> <p><del>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.</del></p> <p><b>10-15-2019</b></p> <p>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 <del>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:</del></p> <ul style="list-style-type: none"> <li><del>• Attendance at religious observations which cannot be attended outside of the employee's work hours;</del></li> <li><del>• Attendance at an immediate family member's major life activity such as graduation or wedding ceremonies;</del></li> <li><del>• Travel necessary to attend an immediate family member's major life activity limited to not more than two school days;</del></li> </ul> <p>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 <del>(moved to 12.10.5).</del></p>
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	<p><del>12.10.5 — These <b>Personal</b> necessity days <b>used pursuant to 12.10.4</b> 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)</del></p> <p><del>12.10.6 — Upon return from an approved Personal Necessity absence <b>for reasons in items 12.10.1-12.10.3 above</b>, 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.</del></p> <p><del>12.10.7 — <b>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.</b></del></p> <p><del>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:</del></p> <ul style="list-style-type: none"> <li><del>• — <b>Vacation;</b></del></li> <li><del>• — <b>Recreation;</b></del></li> <li><del>• — <b>Extension of holidays or weekends;</b></del></li> <li><del>• — <b>Personal convenience;</b></del></li> <li><del>• — <b>Political demonstrations or concerted activities;</b></del></li> <li><del>• — <b>Engaging in income producing activities; and/or</b></del></li> <li><del>• — <b>Volunteer activities.</b></del></li> </ul> <p><b>District proposal</b>  <b>10-25-2019</b></p> <p>12.10.4 A maximum of <b>four (4)</b> 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:</p> <ul style="list-style-type: none"> <li>• Attendance at religious observations which cannot be attended outside of the employee’s work hours;</li> <li>• Attendance at an immediate family member’s major life activity such as graduation or wedding ceremonies;</li> <li>• Travel necessary to attend an immediate family member’s major life activity limited to not more than two school days;</li> </ul> <p><del>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</del></p>
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	<p>necessity days may not be used during designated staff development <del>buy-back</del> days <del>for which the District receives money for teacher attendance</del>-(moved to 12.10.5).</p>
12.10.5	<p><del>These p</del>Personal necessity days used pursuant to 12.10.4 may not be used during designated staff development <del>buy-back</del> days <del>for which the District receives money for teacher attendance</del>-(moved to 12.10.5)</p>
12.10.6	<p>Upon return from an approved Personal Necessity absence <del>for reasons in items 12.10.1-12.10.3 above</del>, 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.</p>
12.10.7	<p>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.</p>
12.10.7.1	<p>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:</p> <ul style="list-style-type: none"> <li>• Vacation;</li> <li>• Recreation;</li> <li>• Extension of holidays or weekends;</li> <li>• Personal convenience;</li> <li>• Political demonstrations or concerted activities;</li> <li>• Engaging in income producing activities; and/or</li> <li>• Volunteer activities.</li> </ul>
<del>12.10.5</del>	<p><del>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.</del></p>
	<p><b>ARE Proposal 11-7-19</b></p> <p>12.10 <u>Personal Necessity Leave</u>  A maximum of seven (7) days of absences 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:</p>
12.10.1	<p>Maintain current language</p>

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	<p>12.10.2 Maintain current language</p> <p>12.10.3 Maintain current language</p> <p>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 <del>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:</del></p> <ul style="list-style-type: none"> <li><del>• Attendance at religious observations which cannot be attended outside of the employee's work hours;</del></li> <li><del>• Attendance at an immediate family member's major life activity such as graduation or wedding ceremonies;</del></li> <li><del>• Travel necessary to attend an immediate family member's major life activity limited to not more than two school days;</del></li> </ul> <p>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 <del>(moved to 12.10.5).</del></p> <p><del>12.10.5 These pPersonal 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)</del></p> <p>12.10.6 Upon return from an approved Personal Necessity absence <del>for reasons in items 12.10.1-12.10.3 above,</del> 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.</p> <p>12.10.6 Maintain current language</p> <p><del>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.</del></p> <p><del>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:</del></p> <ul style="list-style-type: none"> <li><del>• Vacation;</del></li> <li><del>• Recreation;</del></li> <li><del>• Extension of holidays or weekends;</del></li> <li><del>• Personal convenience;</del></li> </ul>
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	<ul style="list-style-type: none"> <li>• <del>Political demonstrations or concerted activities;</del></li> <li>• <del>Engaging in income producing activities; and/or</del></li> <li>• <del>Volunteer activities.</del></li> </ul> <p>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.</p> <p><b>RUSD Proposal 11-22-2019</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>• Attendance at religious observations which cannot be attended outside of the employee’s work hours;</li> <li>• Attendance at an immediate family member’s major life activity such as graduation or wedding ceremonies;</li> <li>• Travel necessary to attend an immediate family member’s major life activity limited to not more than two school days;</li> </ul> <p><del>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.</del> These personal necessity days may not be used during designated staff development <del>buy-back</del> days <del>for which the District receives money for teacher attendance</del> (moved to 12.10.5).</p> <p>12.10.5 <del>These p</del>Personal necessity days used pursuant to 12.10.4 may not be used during designated staff development <del>buy-back</del> days <del>for which the District receives money for teacher attendance</del> (moved to 12.10.5)</p> <p>12.10.6 Upon return from an approved Personal Necessity absence <del>for reasons in items 12.10.1-12.10.3 above</del>, 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.</p> <p>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.</p>
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- 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.~~

**ARE Proposal 12-6-19**

12.10 Personal Necessity Leave

Maintain current contract language 12.10 through 12.10.6

**RUSD Proposal 12-17-2019**

- 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).~~

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	<p>12.10.5 <del>These</del> Personal necessity days used pursuant to 12.10.4 may not be used during designated staff development <del>buy-back</del> days <del>for which the District receives money for teacher attendance</del> (moved to 12.10.5)</p> <p>12.10.6 Upon return from an approved Personal Necessity absence <del>for reasons in items 12.10.1-12.10.3 above</del>, 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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>• Vacation;</li> <li>• Recreation;</li> <li>• Extension of holidays or weekends;</li> <li>• Personal convenience;</li> <li>• Political demonstrations or concerted activities;</li> <li>• Engaging in income producing activities; and/or</li> <li>• Volunteer activities.</li> </ul> <p><del>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.</del></p>
<p><u>Family</u>  <u>School</u>  <u>Partnership</u>  <u>Leave</u></p>	<p><b>RUSD Proposal 11-22-2019</b>  District withdraws proposal</p>

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<p><b>Article XIII: Health and Welfare Benefits</b></p> <p><b>13.1.1: CAP</b></p>	<p><b>ARE 9-6-2019</b>  13.1.1 Effective January 1, <del>2016</del> <b>2020</b>, the District maximum contribution (CAP) per eligible ARE Bargaining Unit Member will be <del>\$11,000</del> <b>\$15,000</b></p> <p><b>RUSD 9-6-2019</b>  13.1.1 Effective January 1, <del>2016</del> <b>2020</b> the District maximum contribution (CAP) per eligible ARE Bargaining Unit Member will be <b>tiered with the following maximum District contribution levels:</b>  <b>Single Party: \$11,500</b> <del>11,000,</del>  <b>Two Party: \$12,500,</b>  <b>Family: \$13,500.</b></p> <p><b>ARE 10-15-2019</b>  13.1.1 Effective January 1, <del>2016</del> <b>2020</b> the District maximum contribution (CAP) per eligible ARE Bargaining Unit Member will be <del>\$11,000</del> <b>\$15,000</b> <del>tiered with the following maximum District contribution levels:</del>  <del>Single Party: \$11,500</del> <del>11,000,</del>  <del>Two Party: \$12,500,</del>  <del>Family: \$13,500.</del></p> <p><b>RUSD 10-25-2019</b>  13.1.1 <u>In order for a four percent (4%) salary schedule increase to be provided as described in Article 14.11.1, Effective January 1, <del>2016</del> <b>2020</b> and continuing through December 31, 2022 without modification, the District shall provide eligible employees with single party health and welfare benefits which will enable them to choose from any single party medical, vision and dental plan offered though the District. Employees choosing two-party or family plans in excess of the cost of the most expensive single medical, dental and vision plan shall pay the difference through payroll deduction. Unless otherwise agreed to, effective January 1, 2023, the maximum contribution (CAP) per eligible ARE Bargaining Unit Member will be \$11,000.</u></p> <p><b>ARE Proposal 11-7-19</b>  13.1.1 <u>In order for a four percent (4%) salary schedule increase to be provided as described in Article 14.11.1, Effective January 1, <del>2016</del> <b>2020</b></u></p>
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~~and continuing through December 31, 2022 without modification, the District shall provide eligible employees with single party health and welfare benefits which will enable them to choose from any single party medical, vision and dental plan offered through the District. Employees choosing two party or family plans in excess of the cost of the most expensive single medical, dental and vision plan shall pay the difference through payroll deduction. Unless otherwise agreed to, effective January 1, 2023, the maximum contribution (CAP) per eligible ARE Bargaining Unit Member will be \$11,000.~~

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

~~Effective January 1, 2020, the District maximum contribution (CAP) per eligible ARE Bargaining Unit Member will be \$13,000.~~

~~Effective January 1, 2021, the District maximum contribution (CAP) per eligible ARE Bargaining Unit Member will increase to \$14,000.~~

**RUSD Proposal 11-22-2019**

The District proposals contained herein are contingent upon acceptance of the entire package containing all contract articles by the Association of Rowland Educators (ARE) without additional amendments, modifications or additions. Should ARE reject any portion of the package proposal, the District reserves the right to alter, modify or revert to its previous position with respect to any proposal in said package.

Below, please find the District's counterproposal for a package related to Health and Welfare Benefits and Salary. This proposal supersedes previous proposals.

**Article XIII: Health and Welfare Benefits**

**Article XIV: Salary Schedule and Rules**

The District proposes to utilize \$4.5 million dollars in ongoing funding in order to provide total compensation increases including a combination of salary schedule increases and enhancements to the maximum district contribution to the health and welfare and to fund agreed upon ongoing costs as part of a comprehensive proposal to all district employees including ARE, CSEA and other district employees.

In addition to \$4.5 million in ongoing funds, additional one-time funding is proposed for use to augment the overall package for a combination of salary schedule increases and enhancements to the maximum district contribution for health and welfare benefits. The District is open to

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discussion on how to create an attractive package within these parameters. Options proposed by RUSD are:

- Package 1: Effective January 1, 2020 increase the District maximum contribution and create a tiered benefits structure at \$12,000 for single party medical, dental and vision, \$13,500 for two-party medical, dental and vision and \$15,000 for family coverage for medical, dental and vision plus an ongoing salary schedule increase effective July 1, 2019 of 1.5%. In addition, a one-time off schedule payment of 1.5%. An increase to Cash in Lieu is not included in this package to maximize other ongoing increases.

Or:

- Package 2: Effective January 1, 2020 increase the District maximum contribution and create a tiered benefits structure at \$12,000 for single party, \$13,000 for two-party and \$14,000 for family coverage plus an ongoing salary schedule increase effective July 1, 2019 of 2%. In addition, a one-time off schedule payment of 2%. An increase to Cash in Lieu is not included in this package to maximize other ongoing increases.

Or:

- Package 3: Effective July 1, 2019 four percent (4%) salary schedule increase to be provided. Effective January 1, 2020 and continuing through December 31, 2022 without modification, the District shall provide eligible employees with single party health and welfare benefits which will enable them to choose from any single party medical, vision and dental plan offered through the District. Employees choosing two-party or family plans in excess of the cost of the most expensive single medical, dental and vision plan shall pay the difference through payroll deduction. Unless otherwise agreed to, effective January 1, 2023, the maximum contribution (CAP) per eligible ARE Bargaining Unit Member will be \$11,000. Included in this option is an increase to Cash in Lieu to \$4,500 as proposed previously.

**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)



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	<p>Effective January 1, <del>2015</del> <b>2020</b> for those who choose to opt out of enrolling in the health coverage offered, a “cash in lieu” compensation of <b>\$4,500</b> <del>1,500.00</del> will be provided. This will be contingent on the District’s health coverage continuing to be provided by CalPERS.</p> <p><b>ARE Proposal 12-6-19</b></p> <p>13.1.1 Effective January 1, <b>2020</b>, the District maximum contribution (CAP) per eligible ARE Bargaining Unit Member will be <b>15,000</b> <del>\$11,000</del>.</p> <p><b>RUSD 12-17-2019</b></p> <p>13.1.1 Effective January 1, <del>2016</del> <b>2020</b>, the District maximum contribution (CAP) per eligible ARE Bargaining Unit Member will be <del>\$11,000</del> <del>\$15,000</del> <u>\$13,000</u>.</p> <p><u>Effective January 1, 2021, the District maximum contribution (CAP) per eligible ARE Bargaining Unit Member will be \$14,000</u></p>
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<b>13.8: Cash In Lieu</b>	<p><b>ARE 9-6-2019</b></p> <p>13.8 <u>Cash-in-lieu</u> Effective January 1, <del>2015</del> 2020 for those who choose to opt out of enrolling in the health coverage offered, a “cash in lieu” compensation of <del>\$1,500.00</del> half of the District’s maximum contribution (CAP) per eligible ARE Bargaining Unit Member will be provided. This will be contingent on the District’s health coverage continuing to be provided by CalPERS.</p> <p><b>RUSD 9-6-2019</b> <u>Cash-in-lieu (renumbered to 13.2.1)</u> Effective January 1, <del>2015</del> 2020 for those who choose to opt out of enrolling in the health coverage offered, a “cash in lieu” compensation of <del>\$4,500</del> 1,500.00 will be provided. This will be contingent on the District’s health coverage continuing to be provided by CalPERS.</p> <p><b>ARE 10-15-2019</b></p> <p>13.82.1 <u>Cash-in-lieu</u> Effective January 1, <del>2015</del> 2020 for those who choose to opt out of enrolling in the health coverage offered, a “cash in lieu” compensation of <del>\$4,500</del> 1,500.00 will be provided. This will be contingent on the District’s health coverage continuing to be provided by CalPERS. <b>Further discussion needed</b></p> <p><b>RUSD 10-25-2019</b> <u>Cash-in-lieu (renumbered to 13.2.1)</u> Effective January 1, <del>2015</del> 2020 for those who choose to opt out of enrolling in the health coverage offered, a “cash in lieu” compensation of <del>\$4,500</del> 1,500.00 will be provided. This will be contingent on the District’s health coverage continuing to be provided by CalPERS. <u>Employees choosing to opt out of health coverage during the year 2020, will receive a proportional prorated amount.</u></p> <p><b>ARE Proposal 11-7-19</b></p> <p><del>13.82.1 Cash-in-lieu (renumbered to 13.2.1)</del> <del>Effective January 1, <del>2015</del> 2020 for those who choose to opt out of enrolling in the health coverage offered, a “cash in lieu” compensation of <del>\$4,500</del> 1,500.00 will be provided. This will be contingent on the District’s health coverage continuing to be provided by CalPERS. <u>Employees choosing to opt out of health coverage during the year 2020, will receive a proportional prorated amount.</u></del></p>
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	<p><b>RUSD Proposal 11-22-2019</b> Amendments to Cash in Lieu are dependent on the package agreed. See above package proposal.</p> <p><b>ARE Proposal 12-6-2019</b> <b>13.82.1</b>      <u>Cash-in-lieu (renumbered to 13.2.1)</u> Effective January 1, <del>2015</del> <b>2020</b> for those who choose to opt out of enrolling in the health coverage offered, a “cash in lieu” compensation of <del>\$4,500</del> <b>1,500.00</b> will be provided. This will be contingent on the District’s health coverage continuing to be provided by CalPERS.</p> <p><b>RUSD Proposal 12-17-2019</b> <b>13.82.1</b>      <u>Cash-in-lieu (renumbered to 13.2.1)</u> Effective January 1, <del>2015</del> <b>2020</b> for those who choose to opt out of enrolling in the health coverage offered, a “cash in lieu” compensation of <del>\$4,500</del> <b>1,500.00</b> will be provided. This will be contingent on the District’s health coverage continuing to be provided by CalPERS.</p>
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<p><b>13.7 Health Care Committee</b></p>	<p><b>11-22-2019</b>  Effective <del>January 2012</del> <del>July 1, 2019</del>, <u>upon conclusion of bargaining for 2019-20</u>, the role of the District's Health Care Committee <del>will</del> <u>shall</u> be <del>changed from</del> <u>advisory to informational</u>. The committee <del>will</del> <u>shall</u> <del>meet as needed</del> a minimum of four (4) times per year to receive information, review data and provide input, <u>and make recommendations</u> on the District's health and welfare program. <u>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.</u></p>										
<p><b>Article XIV: Salary Schedules and Rules</b></p>	<p><b>14.8 Teacher Classification Interpretation Agreed to.</b></p> <p><b>14.8</b></p> <table border="0"> <tr> <td style="padding-right: 20px;">Column I</td> <td><b>In 2019, Column <u>1</u> was introduced for employees who <u>hold</u> a Designated Subjects/CTE credential without <del>conferral</del> <u>of a Bachelor's degree.</u></b></td> </tr> <tr> <td>Column II</td> <td><del>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.</del> Placement in Column II shall include a Bachelor's Degree without a preliminary or clear credential.</td> </tr> <tr> <td>Column III</td> <td>Bachelor's Degree <del>plus</del> <u>and</u> a preliminary or clear credential.</td> </tr> <tr> <td>Column IV</td> <td>Bachelor's Degree with a preliminary or clear credential plus 45 semester <u>units after conferral of a Bachelor's Degree</u>; or Master's Degree; or Bachelor's Degree plus Clear 8.0 or 8.1 Vocational Credential.</td> </tr> <tr> <td>Column V</td> <td>Master's Degree with a preliminary or clear credential plus 15 semester units <u>after conferral of a Master's Degree</u>; or Bachelor's Degree with a preliminary or clear credential plus 60 semester units <u>after conferral of a Bachelor's Degree</u> including the Master's Degree; <del>or</del></td> </tr> </table>	Column I	<b>In 2019, Column <u>1</u> was introduced for employees who <u>hold</u> a Designated Subjects/CTE credential without <del>conferral</del> <u>of a Bachelor's degree.</u></b>	Column II	<del>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.</del> Placement in Column II shall include a Bachelor's Degree without a preliminary or clear credential.	Column III	Bachelor's Degree <del>plus</del> <u>and</u> a preliminary or clear credential.	Column IV	Bachelor's Degree with a preliminary or clear credential plus 45 semester <u>units after conferral of a Bachelor's Degree</u> ; or Master's Degree; or Bachelor's Degree plus Clear 8.0 or 8.1 Vocational Credential.	Column V	Master's Degree with a preliminary or clear credential plus 15 semester units <u>after conferral of a Master's Degree</u> ; or Bachelor's Degree with a preliminary or clear credential plus 60 semester units <u>after conferral of a Bachelor's Degree</u> including the Master's Degree; <del>or</del>
Column I	<b>In 2019, Column <u>1</u> was introduced for employees who <u>hold</u> a Designated Subjects/CTE credential without <del>conferral</del> <u>of a Bachelor's degree.</u></b>										
Column II	<del>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.</del> Placement in Column II shall include a Bachelor's Degree without a preliminary or clear credential.										
Column III	Bachelor's Degree <del>plus</del> <u>and</u> a preliminary or clear credential.										
Column IV	Bachelor's Degree with a preliminary or clear credential plus 45 semester <u>units after conferral of a Bachelor's Degree</u> ; or Master's Degree; or Bachelor's Degree plus Clear 8.0 or 8.1 Vocational Credential.										
Column V	Master's Degree with a preliminary or clear credential plus 15 semester units <u>after conferral of a Master's Degree</u> ; or Bachelor's Degree with a preliminary or clear credential plus 60 semester units <u>after conferral of a Bachelor's Degree</u> including the Master's Degree; <del>or</del>										

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	<p>Column VI</p> <p>Bachelor’s Degree plus Clear 8.0 or 8.1 Vocation Credential plus 15 semester units.</p> <p>Master’s Degree with a preliminary or clear credential plus 30 semester units <b>after conferral of a Master’s Degree</b>; or Bachelor’s Degree with a preliminary or clear credential plus 75 semester units <b>after conferral of a Bachelor’s Degree</b> including <del>a the</del> Master’s degree; or Bachelor’s Degree plus Clear 8.0 or 8.1 Vocational Credential plus 30 semester units.</p>
<p><b>Article XIV: Salary Schedules and Rules</b></p>	<p><b>Agreed to.</b></p> <p>14.9 School Psychologists, Program and Special Education Specialists, Health Specialists, and Building Counselors Classification Interpretation:</p> <p>Column I Bachelor’s Degree plus 45 semester units, <b>after conferral of a Bachelor’s Degree, or possession of</b> a Master’s Degree.</p> <p>Column II Bachelor’s Degree plus 60 semester units <b>after conferral of a Bachelor’s Degree</b>, including the Master’s Degree; or Master’s Degree plus 15 semester units <b>after conferral of a Master’s Degree</b> and the Pupil Personnel Services Credential with authorization to serve as a School Psychologist. School Psychologists must have the Pupil Personnel Services Credential with authorization to serve as a School Psychologist.</p> <p>Column III Bachelor’s Degree plus 75 semester units <b>after conferral of a Bachelor’s Degree</b>, including a Master’s degree; or Master’s Degree plus 30 semester units <b>after conferral of a Master’s</b></p>
<p><b>Salary</b></p>	<p><b>14.11 Salary ARE Proposal 9-6-2019</b></p>

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	<p>14.11.1 <del>Effective July 1, 2017 2019 a two percent (2%) five percent (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.</del></p> <p style="text-align: center;"><del>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.</del></p> <p>District Proposal 9-6-2019</p> <p>14.11.1 Effective July 1, 2019 a salary schedule increase which is to be determined will be applied to all salary schedules and retroactive payment shall be provided to all Bargaining Unit Members. <del>Effective July 1, 2017 a two percent (2%) increase will be applied to all salary schedules and retroactive payment provided to all Bargaining Unit Members. All certificated employees employed and in paid status on January 8, 2019 to receive 2% one-time off-schedule payment calculated based on base salary. This one-time payment shall be prorated for Bargaining Unit Members with less than a 100% contract.</del></p> <p>District proposal 9-25-2019</p> <p>The District proposes to utilize \$4.5 million dollars in ongoing funding to provide total compensation increases including a combination of salary schedule increases and enhancements to the maximum district contribution to the health and welfare and to fund any agreed upon ongoing cost items as part of a comprehensive proposal to all district employees including ARE, CSEA and other district employees.</p> <p>14.11.1 Effective July 1, <del>2017 2019</del> a two percent (2%) increase will be applied to all salary schedules and retroactive payment provided to all Bargaining Unit Members. <del>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.</del> <del>on the date a tentative agreement is reached.</del></p>
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	<p><b>ARE proposal</b> 10-15-2019</p> <p>14.11.1 Effective July 1, <del>2017</del> <b>2019</b> a <del>two percent (2%)</del> <b>five percent (5%)</b> increase will be applied to all salary schedules and retroactive payment provided to all Bargaining Unit Members. <del>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.</del></p> <p><b>District proposal</b> 10-25-2019</p> <p>14.11.1 <u>In order to provide an increase to District's contribution for health and welfare benefits as described in Article 13.1.1, Effective July 1, 2017</u> <del>2019</del> a <del>two percent (2%)</del> <u>four percent (4%)</u> increase will be applied to all salary schedules and retroactive payment provided to all Bargaining Unit Members. <del>All certificated employees employed and in paid status on the date a tentative agreement is reached 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.</del></p> <p><b>ARE Proposal 11-7-19</b></p> <p>14.11.1 <u>In order to provide an increase to District's contribution for health and welfare benefits as described in Article 13.1.1, Effective July 1, 2017</u> <del>2019</del> a <del>two percent (2%)</del> <u>four percent (4%)</u> increase will be applied to all salary schedules and retroactive payment provided to all Bargaining Unit Members. <del>All certificated employees employed and in paid status on the date a tentative agreement is reached 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.</del></p> <p><del>Effective July 1, 2019 a 9% on going salary increase over two years.</del></p> <p><b>RUSD Proposal 11-22-2019</b> See proposed package proposal above.</p> <p><b>ARE Proposal 12-6-19</b></p> <p>14.11.1 Effective July 1, <del>2017</del> <b>2019</b>, a <b>5%</b> increase will be applied to all salary schedules and retroactive payment provided to all Bargaining Unit Members. <del>All certificated employees employed</del></p>
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~~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.~~

**RUSD Proposal December 6, 2019**

The District proposals contained herein are contingent upon acceptance of the entire package by the Association of Rowland Educators (ARE) without additional amendments, modifications or additions. Should ARE reject any portion of the package proposal, the District reserves the right to alter, modify or revert to its previous position with respect to any proposal in said package.

Attached, please find the District's counterproposal to the Association of Rowland Educators' proposals for the following contract articles:

- Article XIII: Health and Welfare Benefits
- Article XIV: Salary Schedule and Rules

Counterproposals for all other articles will be provided to the Association at our next bargaining session, December 17, 2019.

The District proposes to utilize \$4.5 million dollars in ongoing funding in order to provide total compensation increases including a combination of salary schedule increases and enhancements to the maximum district contribution to the health and welfare and to fund agreed upon ongoing costs as part of a comprehensive proposal to all district employees including ARE, CSEA and other district employees.

In addition to \$4.5 million in ongoing funds, additional one-time funding is proposed for use to augment the overall package for a combination of salary schedule increases and enhancements to the maximum district contribution for health and welfare benefits. The District is open to discussion on how to create an attractive package within these parameters.

- Effective July 1, 2019 a four percent (4%) salary schedule increase to be provided.

Using a side letter of agreement:

- Effective January 1, 2020 and continuing through December 31, 2022 without modification, the District shall provide eligible employees with single party health and welfare benefits which will enable them to choose from any single party medical, vision and dental plan offered through the District. Employees choosing two-party or family plans in excess of the cost of the most



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	<p>expensive single medical, dental and vision plan shall pay the difference through payroll deduction.</p> <ul style="list-style-type: none"><li>• Increase Cash in Lieu to \$4,500.</li><li>• <u>The District and the Association agree to annually review the potential savings from the increase to Cash In Lieu.</u></li><li>• <u>In the fall of 2022, the District and Association agree to review the savings from the increase to the Cash In Lieu. In the event savings from the increase in Cash in Lieu is insufficient to maintain the increase in the District maximum contribution, the District and Association agree to negotiate the use of new unrestricted ongoing revenues to maintain the increase to the cap.</u></li><li>• Unless otherwise agreed to, effective January 1, 2023, the maximum contribution (CAP) per eligible ARE Bargaining Unit Member will be \$11,000.</li></ul> <p><b>RUSD Proposal December 17, 2019</b></p> <p>14.11.1 2019-2020 year: Effective July 1, 2019, a 3% increase will be applied to all salary schedules and retroactive payment made to all Bargaining Unit Members.</p> <p>2020-2021 year: All bargaining unit members employed and in paid status on January 11, 2021 to receive 3% 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.</p> <p>Further, if the District's ongoing funding for the LCFF-Revenue Limit, as determined by the State of California, is increased by at least \$3,579,000 above the projected LCFF funding level as stated on the First Interim report on December 12, 2019 of \$140,998,138, for the 2020-21 school year, the 3% one-time off schedule payment shall become ongoing effective 7-1-2021. If the increase is less than \$3,579,000 million, a prorated percentage of the off schedule payment shall be ongoing, rounded to the nearest one hundredth of a percent. For example, if the increase is \$1,789,500, which is half of \$3,579,000, 1.5% of the 3% off schedule bonus shall be ongoing. If the prorated increase results in a percentage of less than .25%, the increase shall not be considered for 2020-2021 but will be taken into consideration in 2021-2022 negotiations.</p>
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<p><b>Salary Re-Openers</b></p>	<p><b>ARE 9-6-2019</b>  <del>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.</del></p> <p><b>RUSD 9-6-2019</b>  14.11.2 Salary <del>will remain closed for discussion for the 2018-19 school year and</del> shall be open for discussions for the <del>2019-2020</del> <b>2020-2021</b> school year.</p> <p><b>ARE 10-15-2019</b>  <del>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.</del></p> <p><b>RUSD 10-25-2019</b>  14.11.2 Salary <del>will remain closed for discussion for the 2018-19 school year and</del> shall be open for discussions for the <del>2019-2020</del> <b>2020-2021</b> school year.</p> <p><b>ARE Proposal 11-7-19</b>  14.11.2 Salary <del>will remain closed for discussion for the 2018-19 school year and</del> shall be open for discussions for the <del>2019-2020</del> <b>2021-22</b> school year.</p> <p><b>RUSD 11-22-2019</b>  14.11.2 Salary <del>will remain closed for discussion for the 2018-19 school year and</del> shall be open for discussions for the <del>2019-2020</del> <b>2020-2021</b> school year.</p> <p><b>ARE 12-6-2019</b>  <del>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.</del></p> <p><b>RUSD 12-17-2019</b>  14.11.2 Salary and health and welfare benefits will remain closed for negotiations for the 2020-2021 school year and shall be open for the 2021-22 school year.</p>
<p><b>Column I</b></p>	<p><b>Column I:</b></p>

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	<p><b>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.</b></p> <p style="margin-left: 40px;"> <b>1 39825</b>  <b>2 41019</b>  <b>3 42212</b>  <b>4 43406</b>  <b>5 44600</b>  <b>6 45793</b>  <b>7 46986</b>  <b>8 48197</b>  <b>9 49373</b>  <b>10 50370</b>  <b>11 50370</b>  <b>12 50370</b> </p>
<p><b>Appendix B: Extra Duty Stipends Schedule 1-9</b></p>	<p><b>Appendix B: Extra Duty Assignment Schedule items number 1-9 11-7-19</b></p> <p><u>A joint committee comprised of not more than four <del>nine members, five</del> 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-leaguing of athletics <del>The joint committee will convene no later than thirty (30) days upon ratification of the collective bargaining agreement.</del> The committee will forward the recommendations to both bargaining teams.</u></p>
<p><b>Article XVI: Early Retirement</b></p>	<p><b>ARE Proposal 12-6-19</b></p> <p>16.2 Maintain current contract language (understood to be the “Requirements” paragraph without effective date)</p> <p><b>RUSD Proposal 12-17-19</b></p> <p>16.2 <u>Requirements: Effective (insert date of approval of the tentative agreement) July 1, 2020, The to-be-eligible-for Early Retirement Benefits,</u> 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.</p> <p>16.3 <u>Early Retirement</u></p>

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	<p>16.3.1 The Bargaining Unit Member must be between the ages of fifty-five —sixty-five (55-65) upon retirement.</p> <p>16.3.2 The member agrees to HMO <del>(including Kaiser)</del> benefits seven (7) years or until age sixty-five (65), whichever occurs first.</p> <p>16.3.3 The member agrees to PPO benefits <u>seven (7)</u> <del>five (5)</del> years or until age sixty-five (65), whichever occurs first.</p> <p>16.3.4 Health and Welfare benefits <u>provided under this article shall be understood to include medical insurance, vision insurance and dental insurance only.</u> <del>equal to those granted to full-time Bargaining Unit Members shall be provided each year.</del></p> <p>16.3.5 <u>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.</u></p> <p>16.3.6 <del>Benefits provided under this provision shall be provided to the employee only. Early Retirees shall have the right to purchase additional coverage for eligible dependents at the total cost for such benefits.</del>  <b>(district withdraws this proposal)</b></p> <p>16.3.7 ARE and the District agree that in the event age requirements for MediCare eligibility are increased this article will be reopened.</p> <p>16.3.8 ARE and the District agree to reopen this article if CalPERS regulations, requirements are modified.</p> <p><u>16.3.9 Early Retirees cannot select Cash In Lieu of benefits provided under this article.</u></p>
<p><b>Article XVIII: Safety</b></p>	<p>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 <del>four</del> <u>three (3)</u> times per year <del>unless determined otherwise by the Safety Committee</del> to develop, monitor, review, and revise the District Safety plan.</p> <p>18.3.1.1 <u>The ARE president shall appoint all ARE representatives to the District Safety Committee.</u></p>

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<p><b>Article XVIII: Safety District Safety Committee</b></p>	<p><b>ARE 9-6-2019</b> 18.3.2 The District Safety Committee shall develop general safety procedures for each work site.</p> <p><b>RUSD 9-25-2019</b> <del>18.3.2 The District Safety Committee shall develop general safety procedures for each work site.</del></p> <p><b>ARE 10-15-2019</b> 18.3.2 The District Safety Committee shall develop general safety procedures for each work site.</p> <p><b>RUSD 10-25-2019</b> 18.3.2 The District Safety Committee shall <del>develop</del> <u>review</u> general safety procedures for each work site.</p> <p><b>ARE Proposal 11-7-19</b> 18.3.2 The District Safety Committee shall <del>develop</del> <u>review</u> <u>and monitor</u> general safety procedures for each work site.</p> <p><b>RUSD Proposal 11-22-2019</b> 18.3.2 The District Safety Committee shall <del>develop</del> <u>review</u> <u>and monitor</u> <u>data and reports related to</u> general safety procedures for each work site.</p> <p><b>ARE Proposal 12-6-19</b> 18.3.2 The District Safety Committee shall develop <u>review</u> <u>and monitor</u> <u>data and reports related to</u> general safety procedures for each work site.</p> <p><b>RUSD Proposal 12-17-2019</b> 18.3.2 The District Safety Committee shall <del>develop</del> <u>review</u> <u>and monitor</u> <u>data and reports related to</u> general safety procedures for each work site.</p>
	<p>18.3.34 <del>Association</del> <b>ARE</b> representatives shall receive release time or payment at the workshop rate for participation in Safety Committee meetings extending beyond their work day</p>
	<p>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</p>
<p><b>District Safety Committee</b></p>	<p><b>11-7-19</b> 18.5.23 <del>The District Safety Committee shall provide each site with general procedures for safety with the site committee overseeing unique site issues.</del> The Site Safety Committee shall <del>oversee</del> collaborate with site administration to review and refine implementation of safety procedures</p>

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	developed by the District Safety Committee <u>in order to meet the unique needs of sites.</u>
<b>Site Safety Committee</b>	<p><b>RUSD 10-25-2019 (see 18.5.3 proposal above)</b>  <del>18.5.4—The Site Safety Committee shall oversee unique site issues</del></p> <p><b>ARE Proposal 11-7-19</b>  <del>18.5.4—The Site Safety Committee shall oversee unique site issues.</del></p>
<b>Old 18.6</b>	<p><u>Agreed to move to 18.11.9</u></p> <p><del>18.6—As provided in Education Code 48910, a Bargaining Unit Member may suspend a student from his/her class for the day of the suspension and the following day for any act that disrupts or diminishes the education process by following the process enumerated in Education Code Section 48910, which has been included in the Appendix of this Agreement and will be updated as changes occur in law. (moved to 18.11.9)</del></p>
<b>Parent Visitation</b>	<p><b>ARE 9-6-2019</b>  <del>18.76</del> 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 <del>no later than the close of the school day before at least twenty-four (24) hours in advance of the observation.</del> Upon request by a Bargaining Unit Member, a site administrator shall be present during the observation.</p> <p><b>RUSD 9-25-2019</b>  <del>18.76</del> 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 <del>at least twenty-four (24) hours in advance of the observation.</del> Upon request by a Bargaining Unit Member, <del>pending availability of site administrator,</del> a site administrator or designee shall be present during the observation.</p> <p><b>ARE 10-15-2019</b>  <del>18.76</del> 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 <del>at least twenty-four (24) hours in advance of the observation.</del> Upon request by a Bargaining Unit Member, <del>pending availability of site</del></p>

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~~administrator~~, a site administrator ~~or designee~~ shall be present during the observation.

**RUSD 10-25-2019**

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 and pending availability of site administrator, a site administrator or designee shall be present during the observation.

**ARE Proposal 11-7-19**

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, 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.

**RUSD Proposal 11-22-19**

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.

**ARE Proposal 12-6-19**

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.

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	<p><b>RUSD Proposal 12-17-19</b></p> <p>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 <del>at least twenty-four (24) hours in advance of</del> the observation. <u>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.</u></p>
18.98	<p>In accordance with Education Code Section 44014, <del>which is included in Appendix H,</del></p>
Ed Code 44014	<p><b>11-7-19</b></p> <p>18.8.1 Such notification shall be forwarded to the Superintendent <del>and ARE President</del> immediately.</p>
New	<p><b>11-7-19</b></p> <p><del>18.8.2 The District shall notify the Bargaining Unit Member of its readiness to assist the member as follows:</del></p> <p><del>18.8.2.1 Obtaining any relevant information concerning the students when permitted by law.</del></p> <p><del>18.8.2.2 Providing the Bargaining Unit Member with representation in court appearances, if requested, and by acting in appropriate ways as liaison between unit member, immediate supervisor, police, and the courts.</del></p>
NEW	<p><b>ARE 9-6-2019</b></p> <p>18.8.3 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.</p> <p><b>RUSD 9-25-2019</b></p> <p>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.</p> <p><b>ARE 10-15-2019</b></p> <p>18.8.3 Following notification of administration <del>and filing an incident report,</del> 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.</p>



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	<p><b>RUSD 10-25-2019</b>  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.</p> <p><b>ARE Proposal 11-7-19</b>  18.8.3 Following notification of administration <del>and filing an incident report</del>, 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.</p> <p><b>RUSD Proposal 11-22-2019</b>  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.</p> <p><b>ARE Proposal 12-6-19</b>  18.8.3 Following notification of administration <del>and filing an incident report</del>, 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.</p> <p><b>RUSD Proposal 12-17-2019</b>  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.</p>
NEW	<p><b>ARE 9-6-2019</b>  18.8.4 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.</p> <p><b>RUSD 9-25-2019</b>  18.8.4 Following 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.</p> <p><b>ARE 10-15-2019</b>  18.8.4 Following <del>report of injury</del> <b>notification</b> to administration, Any Bargaining Unit Member who has suffered an injury resulting from</p>

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	<p>a physical attack shall, upon request, be released of all duty for the remainder of the day.</p> <p><b>RUSD 10-25-2019</b>  18.8.4 Following <del>notification</del> 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.</p> <p><b>ARE Proposal 11-7-19</b>  18.8.4 Following <del>notification</del> 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.</p> <p><b>RUSD Proposal 11-22-2019</b>  18.8.4 Following <del>notification</del> 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.</p> <p><b>ARE Proposal 12-7-19</b>  18.8.4 Following <del>notification</del> 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.</p> <p><b>RUSD Proposal 12-17-2019</b>  18.8.4 Following <del>notification</del> 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.</p>
<b>New Legal Support</b>	<p><b>11-7-19</b>  <del>18.8.5 The District shall give legal support or other assistance as described in this Article for any assault upon the Bargaining Unit Member while acting in the discharge of his/her duties.</del></p>
<b>EC 49079 Notification</b>	<p><del>18.110</del>In accordance with Education Code Section 49079, <del>which is included in Appendix G</del>, 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.</p> <p>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</p>

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	<p>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.</p> <p>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.</p>
<b>EC 49079 Notification</b>	<p><b>11-7-19</b>  18.10.3 Such notification will occur as soon as possible after the student is enrolled <del>and shall be in writing via electronic communication.</del></p>
<b>NEW Discipline Plans and Procedures</b>	<p><b>11-7-19</b>  18.11.1 The District shall provide ARE with the website link to <del>copies of</del> the current District policies and Administrative Regulations relating to student discipline.</p> <p><del>18.11.1.1 The District shall provide ARE with revisions of such policies and regulations upon adoption.</del></p>
<b>New Consult related to Student Discipline</b>	<p>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.</p>
	<p><b>11-22-2019</b>  18.11.3 District policies, District Administrative Regulations, and Education Codes relating to student discipline, suspension, <del>and</del> expulsion of students and other required items shall be <del>included</del> <u>referenced in each Comprehensive School Site Safety Plan Handbook which is approved by School Site Council annually.</u></p>
	<p>18.11.4 The site discipline policies and procedures shall be incorporated into the Site Handbook.</p>
	<p>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.</p>
	<p><b>ARE 9-6-2019</b></p>

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18.11.6 A site discipline committee shall be formed no later than October 1 each year. The committee shall include the ARE site representative or designee, and additional Bargaining Unit Members selected by the staff. The purpose of the committee is to develop, review, and/or revise the site discipline policies and procedures.

**RUSD 9-25-2019**

~~18.11.6 ——— A site discipline committee shall be formed no later than October 1 each year. The committee shall include the ARE site representative or designee, and additional Bargaining Unit Members selected by the staff. The purpose of the committee is to develop, review, and/or revise the site discipline policies and procedures.~~

**ARE 10-15-2019**

18.11.6 A site discipline committee shall be formed no later than October 1 each year. The committee shall include the ARE site representative or designee, and additional Bargaining Unit Members selected by the staff. The purpose of the committee is to develop, review, and/or revise the site discipline policies and procedures.

**RUSD 10-25-2019**

~~18.11.6 ——— A site discipline committee shall be formed no later than October 1 each year. The committee shall include the ARE site representative or designee, and additional Bargaining Unit Members selected by the staff. The purpose of the committee is to develop, review, and/or revise the site discipline policies and procedures.~~

**ARE Proposal 11-7-19**

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 School Site Council or the site PBIS team.

**RUSD Proposal 11-22-2019**

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.

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	<p><b>ARE Proposal 12-6-2019</b>  18.11.6 A site discipline committee shall be formed <u>to develop, review, and/or revise the site discipline policies and procedures not less than annually</u>. The committee shall include the ARE site representative or designee, and additional Bargaining Unit Members selected by the staff. <u>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.</u></p> <p><b>RUSD Proposal 12-17-2019</b>  18.11.6 A site discipline committee shall be formed <u>to develop, review, and/or revise the site discipline policies and procedures not less than annually</u>. The committee shall include the <u>principal/designee</u>, ARE site representative or designee, and additional Bargaining Unit Members selected by the staff. <u>This function may be undertaken by a new committee or may be undertaken by teacher representatives selected from the School Site Council or the site PBIS team.</u></p>
<p><b>New Discipline Assembly</b></p>	<p><b>ARE 9-6-2019 and</b>  18.11.7 Site administration shall be responsible for facilitating one (1) student assembly per semester 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.</p> <p><b>RUSD 9-25-2019</b>  <del>18.11.7 Site administration shall be responsible for facilitating one (1) student assembly per semester 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.</del></p> <p><b>ARE 10-15-2019</b>  18.11.7 Site administration shall be responsible for facilitating one (1) student assembly per semester 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.</p> <p><b>RUSD 10-25-2019</b>  <del>18.11.7 Site administration shall be responsible for facilitating one (1) student assembly per semester in order to review the District and site</del></p>

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	<p><del>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.</del></p> <p><b>ARE Proposal 11-7-19</b>  18.11.7 Site administration shall be responsible for facilitating one (1) <u>presentation</u> per semester 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.</p> <p><b>RUSD Proposal 11-22-2019</b>  18.11.7 Site administration shall be responsible for <del>facilitating</del> <u>ensuring</u> one (1) <u>presentation</u> per semester <u>occurs</u> for students in order to review the District and site discipline policies, procedures, and expectations for positive student behavior. <del>Site administration shall work with and support all students throughout the school year to meet expectations for positive behavior.</del></p> <p><b>ARE Proposal 12-6-2019</b>  18.11.7 Site administration shall be responsible for <del>facilitating</del> <u>ensuring</u> one (1) <u>presentation</u> per semester <del>occurs</del> for students in order to review the District and site discipline policies, procedures, and expectations for positive student behavior.</p> <p style="text-align: center;">Site administration shall work with and support all students throughout the school year to meet expectations for positive behavior.</p> <p><b>RUSD Proposal 12-17-2019</b>  18.11.7 Site administration shall be responsible for <del>facilitating</del> <u>ensuring</u> one (1) <u>presentation</u> per semester <u>occurs</u> for students in order to review the District and site discipline policies, procedures, and expectations for positive student behavior. <del>Site administration shall work with and support all students throughout the school year to meet expectations for positive behavior.</del> (This stricken phraseology is redundant and unnecessary given the new language in Section 18.11.8 below)</p>
<b>NEW Joint Responsibility</b>	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.
<b>New</b>	<b>ARE 9-6-2019</b>

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<b>Written File</b>	<p>18.11.10 The Site Administrator shall maintain a written file of all actions taken in suspension proceedings and provide copies to the Bargaining Unit Member(s) involved.</p> <p><b>RUSD 9-25-2019</b></p> <p><del>18.11.10 The Site Administrator shall maintain a written file of all actions taken in suspension proceedings and provide copies to the Bargaining Unit Member(s) involved.</del></p> <p>ARE 10-15-2019</p> <p>18.11.10 The Site Administrator shall maintain a written file of all actions taken in suspension proceedings and provide copies to the Bargaining Unit Member(s) involved.</p> <p><b>RUSD 10-25-2019</b></p> <p>18.11.10 The Site Administrator shall maintain <u>records</u> <del>a written file</del> of all actions taken in suspension proceedings <del>and provide copies to the Bargaining Unit Member(s) involved.</del></p> <p><b>ARE Proposal 11-7-19</b></p> <p>18.11.10 The Site Administrator shall maintain <u>records</u> <del>a written file</del> of all actions taken in suspension proceedings <del>and provide copies to the Bargaining Unit Member(s) involved</del> <u>upon request.</u></p> <p><b>RUSD Proposal 11-22-2019</b></p> <p>18.11.10 The Site Administrator shall maintain <u>records</u> <del>a written file</del> of all actions taken in suspension proceedings <del>and provide copies to the Bargaining Unit Member(s) involved</del> <u>upon request.</u></p> <p>ARE Proposal 12-6-2019</p> <p>18.11.10 The Site Administrator shall maintain <u>records</u> <del>a written file</del> of all actions taken in suspension proceedings <del>and provide copies to the Bargaining Unit Member(s) involved</del> <u>upon request.</u></p> <p><b>RUSD Proposal 12-17-2019</b></p> <p>18.11.10 The Site Administrator shall maintain <u>records</u> <del>a written file</del> of all actions taken in suspension proceedings <del>and provide copies to the Bargaining Unit Member(s) involved</del> <u>upon request.</u></p>
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<p><b>NEW Student Behavior</b></p>	<p>ARE 9-6-2019  18.12 <u>Student Behavior</u>  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.</p> <p>RUSD 9-25-2019  <del>18.12 <u>Student Behavior</u></del>  <del>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.</del>  (suggest moving to include something similar to this as 18.8.2)</p> <p>ARE 10-15-2019  18.12 <u>Student Behavior</u>  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.  (suggest moving to include something similar to this as 18.8.2)</p> <p>RUSD 10-25-2019  18.12 <u>Student Behavior</u>  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.  (suggest moving to include something similar to this as 18.8.2-withdrawn)</p>
<p><b>NEW Student Behavior</b></p>	<p>ARE 9-6-2019  18.12.1.1 The site administrator shall promptly schedule a conference with the Bargaining Unit Member and, if practicable, shall include other appropriate personnel. The Bargaining Unit</p>



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	<p>Member may request that the student's parent or guardian be present.</p> <p><b>RUSD 9-25-2019</b> <del>18.12.1.1 The site administrator shall promptly schedule a conference with the Bargaining Unit Member and, if practicable, shall include other appropriate personnel. The Bargaining Unit Member may request that the student's parent or guardian be present.</del></p> <p><b>ARE 10-15-2019</b> 18.12.1.1 The site administrator shall promptly schedule a conference with the Bargaining Unit Member and, if practicable, shall include other appropriate personnel. The Bargaining Unit Member may request that the student's parent or guardian be present.</p> <p><b>RUSD 10-25-2019</b> 18.12.1.1 The site administrator shall promptly schedule a conference with the Bargaining Unit Member <u>and shall consider recommendations of the Bargaining Unit Member to remedy the situation</u> <del>and, if practicable, shall include other appropriate personnel. The Bargaining Unit Member may request that the student's parent or guardian be present.</del></p> <p><b>ARE Proposal 11-7-19</b> 18.12.1.1 The site administrator shall promptly schedule a conference with the Bargaining Unit Member <u>and shall consider recommendations of the Bargaining Unit Member to remedy the situation</u> <del>and, if practicable, shall include other appropriate personnel. The Bargaining Unit Member may request that the student's parent or guardian be present.</del> <u>The site administrator and Bargaining Unit Member shall work collaboratively to find an acceptable resolution.</u></p> <p><b>RUSD Proposal 11-22-2019</b> 18.12.1.1 The site administrator shall promptly schedule a conference with the Bargaining Unit Member <u>and shall consider recommendations of the Bargaining Unit Member to remedy the situation</u> <del>and, if practicable, shall include other appropriate personnel. The Bargaining Unit Member may request that the student's parent or guardian be present.</del> <u>The site administrator and Bargaining Unit Member shall work collaboratively to find an acceptable resolution.</u></p>
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	<p><b>ARE Proposal 12-6-2019</b>  18.12.1.1 The site administrator shall promptly schedule a conference with the Bargaining Unit Member <del>and shall consider recommendations of the Bargaining Unit Member to remedy the situation, and, if practicable, shall include other appropriate personnel.</del> The Bargaining Unit Member may request that the student’s parent or guardian be present.</p> <p><u>The site administrator and Bargaining Unit Member shall work collaboratively to find an acceptable resolution.</u></p> <p><b>RUSD Proposal 12-17-2019</b>  18.12.1.1 The site administrator shall promptly schedule a conference with the Bargaining Unit Member <del>and shall consider recommendations of the Bargaining Unit Member to remedy the situation, and, if practicable, shall include other appropriate personnel.</del> The Bargaining Unit Member may request that the student’s parent or guardian be present.</p> <p><del>The site administrator and Bargaining Unit Member shall work collaboratively to find an acceptable resolution.</del>  (This stricken phraseology is redundant and unnecessary given the new language in Section 18.11.8 above)</p>
<b>NEW Student Behavior</b>	<p><b>ARE Proposal 11-7-19</b>  18.12.1.2 <del>The site administrator shall consider recommendations resulting from the conference and shall implement any actions necessary to protect the safety of the Bargaining Unit Member and students. See 18.12.1.1 above</del></p>
	<p><b>ARE 9-6-2019 and 10-15-2019</b>  18.12.2 No reasonable request for site administration assistance by a Bargaining Unit Member shall be denied.</p> <p><b>RUSD 9-25-2019</b>  18.12.2 <del>No reasonable request for site administration assistance by a Bargaining Unit Member shall be denied</del></p> <p><b>ARE 9-6-2019 and 10-15-2019</b>  18.12.2 No reasonable request for site administration assistance by a Bargaining Unit Member shall be denied.</p> <p><b>RUSD 10-25-2019</b>  18.12.2 <del>No reasonable request for site administration assistance by a Bargaining Unit Member shall be denied</del></p>

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	<p>ARE 11-7-2019  18.12.2 No reasonable request for site administration assistance by a Bargaining Unit Member shall be denied.</p> <p><b>RUSD 11-22-2019</b>  <del>18.12.2 No reasonable request for site administration assistance by a Bargaining Unit Member shall be denied</del></p> <p>ARE 12-6-2019  18.12.2 No reasonable request for site administration assistance by a Bargaining Unit Member shall be denied.</p> <p><b>RUSD 12-17-2019</b>  <del>18.12.2 No reasonable request for site administration assistance by a Bargaining Unit Member shall be denied</del></p>
<p><b>Article XXII:  Management Rights</b></p> <p><b>NEW Property and Facilities Committee</b></p>	<p>ARE proposal  October 15  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:</p> <ul style="list-style-type: none"> <li>• Number of restrooms for students and employees;</li> <li>• All points of entry;</li> <li>• Security cameras;</li> <li>• Classroom telephones and other communication devices</li> <li>• Air conditioning units;</li> <li>• Student drop off and pick up zones;</li> <li>• Bully and harassment free schools and work sites;</li> <li>• Playground equipment; and</li> <li>• Outdoor spaces</li> </ul> <p><b>District proposal  October 25, 2019</b></p>

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	<p><del>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:</del></p> <ul style="list-style-type: none"><li><del>• Number of restrooms for students and employees;</del></li><li><del>• All points of entry;</del></li><li><del>• Security cameras;</del></li><li><del>• Classroom telephones and other communication devices</del></li><li><del>• Air conditioning units;</del></li><li><del>• Student drop off and pick up zones;</del></li><li><del>• Bully and harassment free schools and work sites;</del></li><li><del>• Playground equipment; and</del></li><li><del>• Outdoor spaces</del></li></ul> <p><b>ARE Proposal</b> <b>11-7-19</b> Maintain ARE's proposal from 10-15-19 in its' entirety.</p> <p><b>RUSD Proposal 11-22-2019</b> <b>Maintain current contract language</b></p> <p><b>ARE Proposal 12-6-2019</b> 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:</p> <ul style="list-style-type: none"><li>• Number of restrooms for students and employees;</li><li>• All points of entry;</li><li>• Security cameras;</li></ul>
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	<ul style="list-style-type: none"> <li>• Classroom telephones and other communication devices</li> <li>• Air conditioning units;</li> <li>• Student drop off and pick up zones;</li> <li>• Bully and harassment free schools and work sites;</li> <li>• Playground equipment; and</li> <li>• Outdoor spaces</li> </ul> <p><b>RUSD Proposal 12-17-2019</b>  <b>Maintain current contract language</b></p>
<p><b>22.2.2</b></p>	<p><b>ARE Proposal</b>  <b>10-15-2019</b></p> <p>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. <del>and the methods and means of providing those services including entering into contracts with private vendors for temporary services;</del></p> <p>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.</p> <p>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.</p> <p>District proposal  October 25, 2019</p>

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	<p>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</p> <p><del>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.</del></p> <p><del>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.</del></p> <p><b>ARE Proposal</b> <b>11-7-19</b> Maintain ARE’s proposal from 10-15-19 in its’ entirety.</p> <p><b>RUSD Proposal 11-22-2019</b> <b>Maintain current contract language</b></p> <p><b>ARE Proposal 12-17-2019</b> 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;</p>
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<p><b>22.2.3</b>  <b>NEW Assessment</b>  <b>Committee,</b>  <b>Electronic devices,</b>  <b>HR, and Board</b>  <b>Policy</b></p>	<p>ARE proposal  October 15, 2019</p> <p>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</p> <p>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</p>

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	<p>assessments no later than the first staff meeting of each school year.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>District Proposal October 25, 2019</p> <p>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</p> <p><del>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</del></p>
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	<p><del>District required assessments no later than the first staff meeting of each school year.</del></p> <p><del>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.</del></p> <p><del>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.</del></p> <p><del>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.</del></p> <p><b>ARE Proposal</b> <b>11-7-19</b> Maintain ARE's proposal from 10-15-19 in its' entirety.</p> <p><b>RUSD Proposal 11-22-2019</b> <b>Maintain current contract language with the exception noted below:</b> 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</p> <p><b>ARE Proposal 12-6-2019</b> 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</p>
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	<p>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.</p> <p>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.</p> <p>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.</p> <p><del>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</del></p> <p>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.</p> <p><b>RUSD Proposal 12-17-2019</b>  <b>Maintain current contract language</b></p>
<b>NEW Resolution</b>	<p>ARE proposal  October 15, 2019</p> <p>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.</p> <p>22.2.4.1 The District shall partner with ARE to pass a resolution in support of the Schools and Communities First Initiative.</p> <p>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 work days of the request.</p> <p>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:</p>

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	<ul style="list-style-type: none"><li>• Superintendent;</li><li>• Assistant Superintendents for each division;</li><li>• Directors;</li><li>• Principals;</li><li>• Assistant Principals</li></ul> <p>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:</p> <ul style="list-style-type: none"><li>• 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;</li><li>• 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.</li><li>• Require Principals to plan and facilitate a school wide assembly for students within forty-eight (48) hours of the catastrophic event.</li><li>• Require Principals to plan and facilitate a meeting for parents and/or guardians within forty-eight (48) hours of the catastrophic event.</li></ul> <p><b>District Proposal</b> <b>October 25, 2019</b></p> <p>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.</p> <p><del>22.2.4.1 The District shall partner with ARE to pass a resolution in support of the Schools and Communities First Initiative.</del></p> <p><del>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 work days of the request.</del></p> <p><del>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:</del></p> <ul style="list-style-type: none"><li><del>• Superintendent;</del></li><li><del>• Assistant Superintendents for each division;</del></li><li><del>• Directors;</del></li><li><del>• Principals;</del></li><li><del>• Assistant Principals</del></li></ul>
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- ~~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.~~

**ARE Proposal 11-7-19**

Maintain ARE's proposal from 10-15-19 in its' entirety.

**RUSD Proposal 11-22-2019**

**Maintain current contract language with the exception noted below:**

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 work days of the request.

**ARE Proposal 12-6-2019**

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 work days 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

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	<p>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:</p> <ul style="list-style-type: none"> <li>• 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;</li> <li>• 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.</li> <li>• Require Principals to plan and facilitate a school wide assembly for students within forty-eight (48) hours of the catastrophic event.</li> <li>• Require Principals to plan and facilitate a meeting for parents and/or guardians within forty-eight (48) hours of the catastrophic event.</li> </ul> <p><b>RUSD Proposal 12-17-2019</b>  <b>Maintain current contract language with the exception noted below:</b></p> <p>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 work days of the request.</p>
<p><b>Article XXI:  Concerted  Activities</b></p>	<p><b>ARE Proposal 11-7-2019</b></p> <p><del>21.1 — It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or other Association approved and condoned concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Document, including compliance with the request of other labor organizations to engage in such activity.</del></p> <p><del>21.2 — The Association recognizes the duty and obligation of its representatives to comply with the provision of this Document and to make every reasonable effort toward inducing all Bargaining Unit Members to do so. In the event of an unsanctioned strike, work stoppage, slowdown, or other interference with the operations of the District by Bargaining Unit Members who are represented by the Association, the Association agrees in good faith to take all reasonable and necessary steps to cause those employees to cease such action.</del></p> <p><del>21.3 — It is agreed and understood that any Bargaining Unit Member violating this Article may be subject to discipline up to and including termination by the Board.</del></p>

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	<p><del>21.4 — It is understood that in the event this Article is violated by the Association, its officers or agents, the Board shall be entitled to withdraw any rights, privileges or services provided in this Document.</del></p> <p><del>21.5 — It is not the intent of the Board to forbid attendance at Board meetings or communications with members of the community. It is likewise not the intent of the Board to forbid lawful informational picketing during the period of negotiations.</del></p> <p><b>RUSD Proposal 11-22-2019</b> Maintain current contract language</p> <p>ARE Proposal 12-6-2019 Remove Article in its entirety</p> <p><b>RUSD Proposal 12-17-2019</b> Maintain current contract language</p>
<p><b>Article VI: Dues Deduction</b></p>	<p><b>11-22-2019</b></p> <p><del>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.</del></p> <p><del>6.1.1 — Pursuant to authorization by the Bargaining Unit Member, the Board shall deduct 1/10<sup>th</sup> 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.</del></p> <p><del>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.</del></p> <p><del>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</del></p>

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	<p style="text-align: center; color: green;"><del>Rowland Unified School District from any and all costs as a result of the administration of this article.</del></p>
<p><b>Article XXV: Due Process</b></p>	<p><b>ARE Proposal 11-7-19</b>  25.1 <del>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.</del> 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.</p> <p><b>RUSD Proposal 11-22-2019</b>  25.1 <del>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.</del> 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.</p>
	<p><b>ARE Proposal 11-7-19</b>  25.3 <del>—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.</del></p> <p><b>RUSD Proposal 11-22-2019</b>  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.</p> <p><b>Maintain current contract language</b></p> <p><b>ARE Proposal 12-6-2019</b>  25.3 <del>—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</del></p>

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	<p style="text-align: center;"><del>Unit Member and at such time, an Association representative will be present at this meeting if requested by the Bargaining Unit Member.</del></p> <p style="text-align: center;"><b>RUSD Proposal 12-17-2019</b>  Maintain Current Contract Language</p>
	<p><b>ARE Proposal 11-7-19</b></p> <p><del>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:</del></p> <p><del>a. Partial pay suspension maximum one (1) day. In this case, the teacher will pay for a substitute and receive difference pay.</del></p> <p><del>b. Unpaid suspension from one (1) day to a maximum of fifteen (15) days.</del></p> <p><del>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.</del></p> <p><del>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.</del></p> <p><del>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.</del></p> <p><del>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.</del></p> <p><del>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.</del></p>



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	<p><b>RUSD Proposal 11-22-2019</b>  <b>Maintain current contract language</b></p>
	<p><b>ARE Proposal 12-6-19</b></p> <p><del>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:</del></p> <p><del>a. Partial pay suspension maximum one (1) day. In this case, the teacher will pay for a substitute and receive difference pay.</del></p> <p><del>b. Unpaid suspension from one (1) day to a maximum of fifteen (15) days.</del></p> <p><del>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.</del></p> <p><del>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.</del></p> <p><del>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.</del></p> <p><del>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.</del></p> <p><del>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.</del></p> <p><b>RUSD Proposal 12-17-2019</b>  <b>Maintain current contract language</b></p>

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	<p><b>ARE Proposal 11-7-19</b>  <del>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.</del></p> <p>RUSD Proposal 11-22-2019  Maintain current contract language</p> <p><b>ARE Proposal 12-6-19</b>  <del>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.</del></p> <p><b>RUSD Proposal 12-17-2019</b>  Maintain current contract language</p>
	<p><b>ARE Proposal 11-7-19</b>  25.6 The existence of progressive steps in no way limits the District’s authority to dismiss an employee <u>pursuant to Education Code statutes</u> for serious offenses as defined in the Education Code, state/federal law, and applicable Board Policies.</p> <p><b>RUSD Proposal 11-22-2019</b>  25.6 The existence of progressive steps in no way limits the District’s authority to dismiss an employee <u>pursuant to Education Code statutes</u> for serious offenses as defined in the Education Code, state/federal law, and applicable Board Policies.</p>

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**ARE Proposal 9-6-2019**

**APPENDIX B**  
**EXTRA DUTY PAY ASSIGNMENT SCHEDULE**

Placeholder: Clean up language

<b>POSITION</b>	<b>FACTOR</b>
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%

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4.	<b>Elementary Team Leader</b>	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>	
	<u>Program Complexity - Group One</u>	
	A. <u>Boys</u>	
	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. <u>Girls</u>	
	Assistant Varsity Swimming	6%
	J.V. Basketball	6%
	J.V. Tennis	6%
	J.V. Badminton	5%

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J.V. Softball	5%
Assistant Varsity Soccer	6%
J.V. Volleyball	5%
Freshman/Sophomore Volleyball	5%

Program Complexity - Group Two

A. Boys

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

B. Girls

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

Program Complexity - Group Three

A. Boys

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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>B. <u>Girls</u></b>	
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>	
<b>A. <u>Boys</u></b>	
Varsity Football	10%
Varsity Basketball	9%

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	Varsity Baseball	9%
	Varsity Track	9%
	Trainer	9%
<b>9.</b>	<b><u>ACTIVITY EXTRA DUTY ASSIGNMENTS (Paid at the end of each semester)</u></b>	
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%

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<b>R.</b>	<b>Elementary Yearbook Advisor</b>	<b>3%</b>
S.	Intermediate School and Continuation High School Newspaper Advisor	5%
T.	Intermediate School and Continuation High School Student Activities Advisor ( <b>ASB</b> )	5%
<b>U.</b>	<b>Elementary Activities Advisors (such as sports, pep, student council, school newspaper)</b>	<b>3%</b>
<b>V.</b>	<b>Modern Dance Advisor</b>	<b>7%</b>
<b>W.</b>	<b>Intermediate School Advisors, after school Activities/Student Council, Drill Team, PEP, Tall Flags</b>	<b>5%</b>
<b>X.</b>	<b>Academic Competition Advisor High School</b>	<b>10%</b>
<b>Y.</b>	<b>Academic Competition Advisor Intermediate School</b>	<b>5%</b>
<b>Z.</b>	<b>Elementary Academic Competition Advisor</b>	<b>3%</b>

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)



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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 - \$5,000 per school year (see 14.15.5 for explanation)**

**RUSD 10-25-2019**

Language related to the process for revision of appendix B is included in Article XIV, Salary Schedule and Rules.

~~Elementary Team Leader~~ ~~3%~~

- |    |   |    |
|----|---|----|
| T. | Intermediate School and Continuation High School Student Activities Advisor (ASB) | 5% |
|----|---|----|

**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 \$1,000 per school year (see 14.14.4 for explanation)
4. Nurse/Librarian stipend - \$500 beginning (see 14.14.4 for explanation)
5. **Elementary Outdoor Science School - \$350 (see ~~7.3.5.4~~ 14.15.6 for explanation)**
6. **Combination Classes - ~~\$5,000~~ \$2,500 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% |

**Rowland Unified School District**  
**Counter Proposals for Negotiations with the**  
**Association of Rowland Educators**  
**December 17, 2019**

**ARE 11-7-19**

- Elementary Team Leader** 3%
  
- T. Intermediate School and Continuation High School  
Student Activities Advisor (ASB) 5%

**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~~ \$1,000 per school year (see 14.14.4 for explanation)

**RUSD Proposal 11-22-2019**

~~Elementary Team Leader~~ ~~3%~~

- T. Intermediate School and Continuation High School  
Student Activities Advisor (ASB) 5%

**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~~ \$1,000 per school year (see 14.14.4 for explanation)

**ARE 11-7-19**

- 3. Special Education ~~\$2,000 \$1,000~~ per school year (see 14.14.4 for explanation)
- 4. Nurse/Librarian stipend - \$500 beginning (see 14.14.4 for explanation)
- 5. Elementary Outdoor Science School - \$350 (see 7.3.5.4 14.15.6 for explanation)
- 6. Combination Classes - ~~\$5,000~~ \$2,500 per school year (see 14.15.5 for explanation)

**ARE 11-7-19**

- 6. Combination Classes - ~~\$5,000 \$2,500~~ 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:

**Rowland Unified School District**  
**Counter Proposals for Negotiations with the**  
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**December 17, 2019**

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

**RUSD Proposal 11-22-2019**

- 6. Combination Classes - ~~\$5,000~~ \$2,500 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%~~

**ARE Proposal 12-6-2019**

Note: Pages 26 through 31 of the ARE proposal for 12-6-2019 appear to be a typographical error. Specifically, the ARE proposal incorrectly states the following as the 11-22-2019 RUSD proposal:

Page 26, #4 Elementary Team Leader is shown with 3% stipend

Page 30: R: Elementary Yearbook Advisor is shown with a 3% stipend

Page 30: U Elementary Activities Advisors (such as sports, pep, student council, school newspaper) is shown with a 3% stipend.

Page 31: Elementary Academic Competition Advisor is shown with a 3% stipend

These positions and stipends had been originally proposed by ARE and were countered by RUSD as reflected above

**ARE Proposal 12-6-19**

**APPENDIX B**  
**EXTRA DUTY PAY ASSIGNMENT SCHEDULE**

**POSITION**

**FACTOR**

**Rowland Unified School District**  
**Counter Proposals for Negotiations with the**  
**Association of Rowland Educators**

**December 17, 2019**

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%

**Rowland Unified School District**  
**Counter Proposals for Negotiations with the**  
**Association of Rowland Educators**

**December 17, 2019**

**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%

**Rowland Unified School District**  
**Counter Proposals for Negotiations with the**  
**Association of Rowland Educators**  
**December 17, 2019**

Program Complexity - Group Two

A. Boys

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

B. Girls

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

Program Complexity - Group Three

A. Boys

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

**Rowland Unified School District**  
**Counter Proposals for Negotiations with the**  
**Association of Rowland Educators**  
**December 17, 2019**

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%

**Rowland Unified School District**  
**Counter Proposals for Negotiations with the**  
**Association of Rowland Educators**  
**December 17, 2019**

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<br>Yearbook Advisor  | 5%        |
| <b>R. Elementary Yearbook Advisor</b>                                    | <b>3%</b> |
| S. Intermediate School and Continuation High School<br>Newspaper Advisor | 5%        |



**Rowland Unified School District**  
**Counter Proposals for Negotiations with the**  
**Association of Rowland Educators**

**December 17, 2019**

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%

**RUSD Proposal 12-17-2019**

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	<del>3%</del>
U.	Elementary Activities Advisors (such as sports, pep, student council, school newspaper)	<del>3%</del>
Z.	Elementary Academic Competition Advisor	<del>3%</del>

**ARE Proposal 12-6-2019**

**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)

**Rowland Unified School District**  
**Counter Proposals for Negotiations with the**  
**Association of Rowland Educators**

**December 17, 2019**

6. Combination Classes –~~\$2,500~~ \$3,500 per school year (see 14.15.5 for explanation)

**RUSD Proposal 12-17-2019**

Maintain current compensation levels for all Special Stipends.