

Tentative Agreement
Between
the Rowland Unified School District
and
The Association of Rowland Educators

The Rowland Unified School District and the Association of Rowland Educators have agreed to the following amendments to the collective bargaining agreement pending ratification and Board approval. All other language remains unchanged. Deliberately omitted from this document are minor changes, including but not limited to grammatical corrections, necessary renumbering, and substitutions for consistency of wording.

ARTICLE I
TERM

- 1.1 This agreement is effective July 1, ~~2019~~ **2021** ~~unless specified elsewhere in this contract and shall remain in full force and effect up to and including June 30, 2021, and thereafter shall continue in effect year by year unless one (1) of the parties notifies the other in writing no later than June 30 of the final year of the agreement of its request to modify, amend, or terminate the agreement.~~

~~Negotiations shall remain closed during the 2020-2021 school year.~~ **Reopening negotiations shall occur for the 2022-23 and the 2023-2024 school years for Article XIII: Health and Welfare Benefits and Article XIV: Salary Schedules and Rules plus two (2) additional articles per party.**

ARTICLE VII
HOURS, DUTIES, WORK YEAR

7.3.6 All supervision duties ~~such as~~ occurring before school, **during an afternoon recess (if applicable to specific schools)**, ~~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 the dismissal of students. **All other Bargaining Unit Members shall not be required to provide more than ten (10) minutes of supervision duty per day, unless assigned to Bus duty where the maximum would be fifteen (15) minutes.**

7.3.6.1 Effective January, 2022, all Bargaining Unit Members assigned to teach grades 1-6 at Elementary school sites shall not be assigned morning recess supervision duty. The District shall provide comprehensive supervision during morning recess in order to ensure a safe environment for students by hiring Playground Supervision Assistants.

7.3.6.2 In the event of a known unfilled vacancy in the position of Playground Supervision Assistant, and a need arises for certificated supervision during recess, administration shall provide for an equitable rotation of certificated staff to perform recess duty in order to ensure student safety while recruitment of the Playground Supervision Assistant occurs. Should the position remain unfilled for two calendar weeks, Bargaining Unit Members shall be compensated at the workshop rate thereafter.

7.3.6.43 In the event of multiple unanticipated absences of Playground Supervision Assistants that cannot be covered by other staff, administration shall provide for an equitable rotation of certificated employees to perform recess duty in order to ensure student safety. Supervision duty assigned for this purpose shall be compensated at the workshop rate.

For the 2021-22 school year, each secondary school site shall develop a bell schedule that is consistent with statutes related to later start times for secondary students and is consistent with late start meeting duration of the current MOU. Both parties agree to the following:

- 1. Bell schedules for Rowland High School and Nogales High School shall not exceed the current MOU practices in Article 7.3.8. Both parties agree that the three-topic rotation of meetings in the current MOU shall continue to be included in bell schedules proposed. If either site proposes to exceed the current MOU practices, Article 24.3 – Site-Specific Amendments, shall be followed.**
- 2. Site administrators shall meet with their staff to receive input on potential student bell schedules for the 2022-23 school year.**
- 3. After each meeting, the site administrator shall provide the staff with a copy of the input received via email.**
- 4. Utilizing the input received from staff, each site shall develop a student bell schedule for consideration.**
- 5. Each site shall submit the final proposed bell schedule to the Assistant Superintendent of Human Resources and the ARE president no later than December 17, 2021.**
- 6. Both parties shall meet and negotiate the impacts and effects of the 2022-23 proposed student schedules no later than January 18, 2022.**

(new) All Bargaining Unit Members on an IEP team (including interpreters) shall be paid their per diem hourly rate for attending an IEP meeting that begins or extends beyond 15 minutes after the close of the student day. Bargaining Unit Members shall be paid in increments of no less than thirty (30) minutes.

All Bargaining Unit Members on an IEP team (including interpreters) shall be paid the “Period Substitute” rate for each IEP meeting that occurs during a preparation period after the third such meeting in a school year. Bargaining Unit Members shall be paid in increments of no less than thirty (30) minutes.

(new) **Dual Immersion Program**

A joint Dual Immersion committee shall be formed to facilitate communication and to work collaboratively to solve problems regarding various Dual Immersion topics and procedures. The committee shall meet not less than three (3) times throughout the school year and shall include the Director of Special Projects or designee, two (2) site principals that have Dual Immersion programs or a designee, ARE President or designee, and three (3) Bargaining Unit Members appointed by the ARE President.

The District shall provide each second language Dual Immersion teacher with-District approved textbooks, consumables, and/or materials that are necessary and proper to meet District curriculum requirements in the second language.

For the term of this agreement, the District shall provide teachers in the Dual Language programs an additional 25 hours paid at the workshop rate for preparation of materials in the program during school breaks.

Dual Immersion combination classes shall be provided with a daily three (3) hour bilingual Instructional Aide. The District shall request that the Personnel Commission post known positions no later than seven (7) workdays from the date of the vacant position.

ARTICLE VIII
CLASS SIZE

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

8.6.1 (renumber) If a secondary teacher’s student contacts exceed those specified in Article 8.5 or 8.6, after the beginning of the second month of school and reduction is not possible, site administration will consult with the member and notify the ARE Site Rep. The teacher will receive ~~\$50~~ **\$150** per student over the maximum each semester the teacher’s contacts are over the maximum.

8.7 The student contacts shall be ~~prorated~~ **balanced as evenly as possible** over all non-excluded classes taught.

(new) **Special Education**
The District shall not exceed the following individual class size or caseload maximums below:

Program	Individual class or caseload maximums
Preschool – Mild to Moderate	Caseload maximum of 24 Class size maximum of 14
Preschool – Moderate to Severe	Caseload maximum of 12 Class size maximum of 12
Mild to Moderate SDC	17
Moderate to Severe SDC	12
RSP	28
Speech & Language	Staffing ratio 50:1 See 8.9.1 below

- 8.9.1** Speech and Language Pathologists shall be staffed at a ratio of 50:1 and for those who have a caseload of more than 50, a SLPA shall be provided for a minimum of five and one-half (5.5) hours each week.
- 8.9.2** The Resource Specialist Program (RSP) shall have a caseload of no more than 28.

For the 2021-22 school year, both parties agree to forming a workgroup to address and make recommendations about the varying workload, caseload, and class size concerns in the blended RSP & SDC model at Alvarado and Giano. Both parties agree to the following:

- 1.** The workgroup shall include the Alvarado and Giano Bargaining Unit Members in RSP and SDC, both site administrators, the Director of Special Education, one Special Education coordinator, and the ARE President or designee.
 - 2.** The workgroup shall hold their first meeting by September 30, 2021 for the purpose of setting future meetings occurring throughout the school year.
 - 3.** The findings from the workgroup shall be shared with the ARE and RUSD bargaining teams by May 1, 2022.
- 8.9.3** Preschool Mild to Moderate classes (AM and PM) shall not exceed a total caseload of 24 and class size maximum of 14. For any class size between 12-14 students, the District shall provide a Special Education Para Professional for the duration of the student day.
- 8.9.4** Preschool Moderate to Severe classes shall not exceed a total caseload and class size maximum of 12. For any class size between 8-12 students, the District shall provide a Special Education Para Professional for the duration of the student day.
- 8.9.5** Moderate to Severe Special Day Classes (SDC) shall not exceed an individual class size maximum of 12. For any class size between 10-12 students, the District shall provide a Special Education Para Professional for at least 50% of the student day.
- 8.9.6** Mild to Moderate Special Day Classes (SDC) shall not exceed an individual class size maximum of 17. For any class size between 14-17 students, the District shall provide a Special Education Para Professional for at least 50% of the student day.

- 8.11.3 Each comprehensive high school shall be assigned the equivalent of two (2) classroom teachers over and above the normal ratio to fulfill responsibilities including, but not limited to: Associated Student Body activities, Athletic Director's activities, and/or major department chairperson release time, **as well as additional responsibilities that may arise to address Western Association of Schools and Colleges (WASC) and/or School Improvement Plan for Student Achievement (SIPSA) goals. The immediate supervisor shall meet with and receive input from the site leadership team by the end of the first week in May prior to determining how the equivalent of two (2) classroom teachers will be utilized for the upcoming school year. Upon request, the immediate supervisor shall meet with the leadership team to discuss the final determination. The leadership team shall designate one person to take minutes during the meeting and those minutes shall be included in the leadership team's regular report.**

ARTICLE XIII

HEALTH AND WELFARE BENEFITS

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

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

- 13.1.1 Effective January 1, 2022, the District maximum contribution (CAP) per eligible ARE Bargaining Unit Member will be **\$14,000**.

ARTICLE XIV

SALARY SCHEDULES AND RULES

- 14.11 Salary

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

- 14.11.1 **Effective July 1, 2021 a six percent (6%) increase shall be applied to all salary schedules. In addition, all Bargaining Unit Members shall be provided with a one-time off-schedule payment of four (4%) percent of their base salary in August, 2021. This one-time payment shall be prorated for Bargaining Unit Members hired after August, 2021 and provided within 45 days of start.**

- 14.11.2** ~~2019-2020~~ **2022-2023** school year: All Bargaining Unit Members employed ~~on~~ during the 2022-23 school year shall receive a one-time off-schedule payment equivalent to 5% of their base salary. This one-time payment shall be prorated for Bargaining Unit Members with less than a 100% contract.
- 14.11.3** Salary shall be ~~closed~~ **open** for discussions for the ~~2020-2021~~ **2022-23** and **2023-24** school year.
- 14.1.1** As a one-time, non-precedent setting event, in the 2023-2024 school year, the District shall offer a retirement incentive for those bargaining unit members with a minimum of ten years of full-time District service who are age fifty-five (55) or older with a benefit of not less than 52% of the employee's final year base salary.

Both parties agree to meet at least three times during 2022-23 and 2023-24 school year to discuss the level of benefit for Bargaining Unit Members, the process and procedure for opting-in, the cost to the District, the potential savings, and all other budget factors related to this retirement incentive. In the 2022-23 school year, the first two meetings shall occur no later than October 1.

Both parties agree that reducing the number of temporary contracts is a priority. Through this incentive, Bargaining Unit Members on temporary contracts will be offered Probationary contracts to the greatest extent possible during the 2021-22, 2022-23, and 2023-24 school years.

- 14.1.1.1** The District shall determine the benefit level not later than October 15, 2022 and communicate this information to eligible Bargaining Unit Members.
- 14.1.1.2** Employees electing to participate in the incentive shall be required to complete all required forms and opt-into the program not later than February 1, 2023.
- 14.1.1.3** Employees participating in the program shall separate from District service at the conclusion of the 2023-2024 school year.

ARTICLE XVII
GRIEVANCE PROCEDURES

- 17.2.1 Grievance – A claim by a **one (1) or more** Bargaining Unit Members that there has been a violation, **misinterpretation**, or misapplication of a provision of this ~~Document Agreement that has adversely affected the Bargaining Unit Member, or a claim by the president of the Association that there has been a violation or misapplication of this Document that adversely affects the Association.~~
- 17.2.2 Grievant – A grievant is a **one (1) or more** Bargaining Unit Members **or the Association making the claim** who is filing a grievance.
- 17.3.2.4 The supervisor or his/her designee shall respond in writing within five (5) days of receipt of the written grievance and shall furnish copies of the response to the grievant and the Association. **If the grievant and/or Association is not satisfied with the disposition of the grievance, or if no disposition has occurred within five (5) days of receipt of the written grievance, the grievance may be appealed to Formal Level II, with a copy simultaneously provided to the Association.**
- 17.3.3 Formal Level II: ~~If a grievance is not resolved within ten (10) days after the receipt of the supervisor's response to Formal Level I, the grievant may request that the Association submit the grievance within five (5) days to mediation by the Assistant Superintendent of Human Resources.~~ Within ten (10) days of receiving notice of the unresolved grievance, the Assistant Superintendent of Human Resources will meet with the parties and seek resolution. The Assistant Superintendent of Human Resources shall respond in writing within five (5) days after this meeting.
- 17.3.4 Formal Level III: Within five (5) days of receipt of the Assistant Superintendent of Human Resources' response **or if no disposition has occurred pursuant to the provisions of Formal Level II**, the grievant may request that the Association submit the grievance to a mediator. The Association shall notify the Board in writing within ten (10) days of the receipt of the request from the grievant if the Association agrees to submit the grievance to a mediator. Both parties shall agree upon a mediator secured from the California **State** Mediation and Conciliation Service (**€ SMCS**). The parties may also mutually agree upon another mediator.
- If the parties agree upon (**€ SMCS**) then either party may contact the California **State** Mediation and Conciliation Service (**€ SMCS**) to supply a list of five (5) names.
- Each party will alternately strike from the list until only one (1) name remains. The order of striking will be determined by a flip of a coin. By

mutual agreement between the parties, arbitration procedures may be used. The rules of (€ SMCS) then in force shall be utilized by the parties in the conduct of the hearing.

The opinions and conclusions of the mediator are to be given serious consideration as an acceptable resolution to the dispute, but they may be rejected by either party by writing to the other stating the reasons for the rejection. The reasons stated are not subject to challenge. **If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association, and the District. This agreement shall be nonprecedential and shall constitute a settlement of the grievance.**

17.3.5 If the District or Association rejects the opinion or conclusion of the mediator, the opposing party may forward the grievance to the California **State** Mediation and Conciliation Service (€SMCS) to request that they supply a list of names of five (5) arbitrators. Each party will alternately strike from the list until only one (1) name remains. The order of striking will be determined by a flip of a coin. By mutual agreement between the parties, arbitration procedures may be used. The rules of (€ SMCS) then in force shall be utilized by the parties in the conduct of the hearing.

17.6 Either party may request a certified court reported ~~r~~ to record the entire arbitration hearing. The cost of service and the expense of such report shall be paid by the party requesting the report or shared by the parties if both mutually agree.

17.7 All procedural documents, communications, and other records dealing with the processing of a grievance shall be filesd separately from the personnel files of the grievant or participants and shall be treated in a confidential manner.

ARTICLE XXI
CONCERTED ACTIVITIES

21.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or other Association approved and condoned concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Document, including compliance with the request of other labor organizations to engage in such activity.

21.2 ~~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.~~

21.3 ~~It is not the intent of the Board to forbid attendance at Board meetings or communications with members of the community. It is likewise not the intent of the Board to forbid lawful informational picketing during the period of negotiations.~~

ARTICLE XXIV
SITE-BASED DECISION-MAKING

24.2 The District reserves its management rights to appoint employees to any position listed on the extra duty pay assignment or other non-classroom compensated assignments, **including the following:**

- **Department Chairperson**
- **ELD Coordinator**
- **Intermediate Team Leader**
- **Psychological Services Specialist**
- **Speech and Language Services Specialist**

The site administrator or the immediate supervisor shall send a list of ~~a~~ All extra duty assignments or other non-classroom compensated assignments **to all relevant members electronically will be posted on the school site designated ARE bulletin board a minimum of two (2) weeks prior to filling the assignment.**

Site administrators or the immediate supervisor will consider ~~input~~ **a recommendation from each department Bargaining Unit Members** prior to making the appointment.

Appendix B
EXTRA DUTY PAY ASSIGNMENT SCHEDULE

1. **INTERMEDIATE AND HIGH SCHOOL DEPARTMENT CHAIRPERSON (Paid in equal payments at end of each semester)**

For each Department Chairperson filled by a member of the respective department at the discretion of the site principal, one stipend at each level will be provided which can be shared by multiple employees performing the duties together.

In the event a particular Department Chairperson position is not filled, the respective stipend shall not be reallocated to augment another area.

Art	6%
Business Education	7%
CTE	8%
Director of Athletics	10%
English	8%
Fine Arts	8%
Foreign Language	7%
Honors	7%
Industrial Arts	7%
Mathematics	8%
Music	6%
Physical Education	8%
Science	8%
Social Science	8%
Special Education	7%

Stipends under numbers 2-6 remain status quo. These stipends are ELD Coordinator, Intermediate Team Leader, Health Services Specialist, Psychological Services Specialist, and Speech and Language Services Specialist.

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

For each athletic sport fielded by a school for competition within the school’s respective competitive league, one coaching stipend for each team during the official recognized CIF season at each level shall be provided unless additional stipends are approved through Human Resources prior to the offering any additional positions. These positions and stipends may be shared by multiple employees performing the duties together.

Upon notification of a new competitive athletic team being fielded through by a school within the school’s respective league, the parties agree to meet and establish an appropriate stipend structure for the new team.

In the event a team is not fielded, the respective stipend shall not be reallocated to augment another area.

Sport	Level	Percentage
Badminton	Varsity	7%
Badminton	J.V.	6% 5%
Baseball	Varsity	9%
Baseball	Assistant Varsity	6%
Baseball	J.V.	6%
Baseball	Freshman	6%
Basketball	Varsity	9%
Basketball	Assistant Varsity	6%
Basketball	J.V.	6%
Basketball	Freshman/Sophomore	6%
Basketball	Freshman	6%
Cross Country	Varsity	8%
Cross Country	J.V.	6%
Football	Varsity	10%
Football	Assistant Varsity	8%
Football	JV	7%
Football	Assistant JV	6%
Football	Freshman	7%
Football	Assistant Freshman	6%
Golf	Varsity	7% 6%
Soccer	Varsity	8%
Soccer	Assistant Varsity	6%
Soccer	J.V.	6%
Softball	Varsity	9%

Softball	Assistant Varsity	6%
Softball	J.V.	6%
Softball	Freshman	6%
Swimming	Varsity	8%
Swimming	Assistant Varsity	6%
Swimming	J.V.	6%
Tennis	Varsity	8%
Tennis	J.V.	6%
Track	Varsity	9%
Track	Assistant Varsity	6%
Track	J.V.	6%
Volleyball	Varsity	8%
Volleyball	J.V.	6%
Volleyball	Assistant Varsity	6%5%
Volleyball	Freshman/Sophomore	6%5%
Water Polo	Varsity	8%
Water Polo	Assistant Varsity	6%
Water Polo	Freshman/Sophomore	6%
Wrestling	Varsity	8%
Wrestling	Assistant Varsity	6%
Wrestling	J.V.	6%

Stipends provided under number 5 remain without amendment.

9. INTERMEDIATE SCHOOL SUBJECT AREA COORDINATORS (Paid at the end of each semester)
(provide as specified under #1)

- a. Language Arts ——— 8%
- b. Mathematics ——— 8%
- c. Social Studies ——— 8%
- d. Science ——— 8%

1. Doctoral Stipend - \$2,000 per school year (see ~~14.14.1~~ **14.15.1** for explanation)
2. Bilingual Stipend - ~~\$1,000~~ **\$2,000** per school year (see ~~14.14.2~~ **14.15.2** for explanation)
3. Special Education - ~~\$1,000~~ **\$2,000** per school year (see ~~14.14.4~~ **14.15.4** for explanation)
4. Nurse/Librarian stipend - \$500 (see ~~14.14.4~~ **14.15.4** for explanation)