

Roseville Joint Union High School District



AGREEMENT

BETWEEN

THE ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT

BOARD OF TRUSTEES

AND

THE ROSEVILLE SECONDARY EDUCATION ASSOCIATION

IN EFFECT UNTIL:

June 30, 2020

Revisions per Agreement dated October 17, 2018

RJUHSD / RSEA CONTRACT

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ARTICLE 1

RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for a unit described as all teachers, including those who teach summer school, credit recovery or online courses, nurses and librarians. Excluded from the Association's representation are summer school or credit recovery/online teachers not employed in the regular year, adult school teachers, substitute teachers, counselors, speech therapists, and those lawfully designated as management, supervisory, or confidential.

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ARTICLE 2

NEGOTIATING PROCEDURES

1. The procedure hereinafter described shall be the exclusive method by which this Contract shall be modified.
2. Prior to November 1 of each year, either the Association or the District may reopen for negotiations Article 5 and/or Article 6. In addition, either or both parties may reopen for negotiations a combination of two other existing Articles in the Contract or new items.
3. Negotiations shall take place at a mutually agreeable time and place, provided that meetings shall be held within ten (10) school days of the Board's public response. Whenever representatives of the Association are mutually scheduled by the parties to participate during working hours respecting modification of the Contract, they shall suffer no loss in pay.
4. Either the District or the Association may utilize the services of outside consultants to assist in the negotiations, including representation in actual negotiations.
5. During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties.
6. When the Association and the District reach tentative agreement on all matters being negotiated, the complete written Contract shall be submitted to and ratified by the membership of the Association and the District prior to becoming effective.

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ARTICLE 3

DISTRICT RIGHTS

1. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the items and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals, and objectives; determine staffing patterns, determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption or rescinding of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Contract, and then only to the extent such specific and express terms are in conformance with the law.

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ARTICLE 4

ASSOCIATION RIGHTS

1. Association communications may be posted only on bulletin boards or other appropriate space approved by the principal for Association use, or by district e-mail. The authorized Association representative shall be responsible for the posting of such notices and the contents thereof. All notices, prior to posting, shall be signed by the authorized Association representative. A copy of all such material will be provided the principal at the time of posting. No member of the administration or classified staff will assume any responsibility for the preparation, posting, or distribution of material for the Association.

2. Official Association literature may be distributed through the mail distribution system to the staff. A copy of each item so distributed will be furnished at the time of distribution to the Superintendent.

3. The Association may use school buildings for meetings subject to the following conditions:

3.1 Use does not interfere with or impair the educational program.

3.2 Use has not already been granted under statute or District regulations.

3.3 The principal has been notified at least five (5) days in advance of the time and place of such meeting.

3.4 The principal may waive the five (5) days in advance of the time and place of such meeting.

4. The Association shall have the right to use copy machines for association purposes. The Association may use district software, computers, and e-mail, provided that the computers are those typically available to teachers and the user follows all guidelines regarding access to information. Equipment, software, and computers may be used for association business during preparation and planning hours and hours school is not in session. It is understood that the Association shall use its own supplies and pay for any damage incurred to the equipment caused by such use.

5. The day following the first meeting of the Board of Trustees each month will be designated the RSEA Association day. RSEA Executive Board and Negotiation Team members will be exempt from site and District level meetings to conduct RSEA business. District administrators and site principals will be urged to keep that day free of meetings so that certificated personnel may be free to attend Association meetings. With this Association day in place, it is understood that representatives of the Association shall not interfere with or interrupt employees during the normal school day and at times when employees are performing their duties.

6. Representatives of the Association shall have the right to inspect, during working hours of the District Administration, any public document, provided that such right does not interfere with the representative's job responsibilities. Under these same restrictions, those representatives shall

1 have the right to copy any public documents, provided that the administrative fee of ten (10) cents
2 per copy is paid. The administrative fee may be waived at the discretion of the District.
3

4 7. Upon request, the District shall provide the Association a copy of the certificated directory,
5 at no charge, if such directory is completed and made available to the certificated staff. Teachers
6 shall verify, on an appropriate form, permission to so publish their addresses and telephone
7 numbers.
8

9 8. The District shall supply the Association with a list of the names and addresses and
10 telephone numbers of all new teachers, upon request, by the beginning of orientation week. New
11 teachers shall verify, on an appropriate form, permission to furnish such information.
12

13 9. The District agrees to post an electronic copy of the Board packet prior to all Board
14 meetings. Such packet shall not include any confidential or non-public information.
15

16 10. Dues deduction procedures:
17

18 10.1 Members of the unit shall have the absolute right to form, join, or participate in the
19 organization(s) of their choice.
20

21 10.2 The Association certifies that it has and will maintain individual employee
22 authorizations regarding union membership. The Association shall provide
23 written notification to the District within 10 days of any unit member who is a
24 member of the Roseville Secondary Education Association, CTA/NEA, or who
25 has applied for membership, and who has authorized deduction of Association
26 membership dues. Pursuant to such written notification, the District shall deduct
27 one-tenth (1/10) of such annual dues from the regular salary warrant of the unit
28 member each month for ten (10) months per year. Deductions for unit members
29 who join the Association after the commencement of the school year shall be
30 appropriately prorated to complete dues payments by the end of the school year.
31 The District shall not be obligated to put into effect any new, changed, or
32 discontinued deduction until the pay period which commences thirty (30) days or
33 more after the Association submits notification to the District payroll office.
34

35 10.3 With respect to all sums deducted by the District pursuant to authorization of the
36 unit member, the District agrees to promptly remit such monies to the Association.
37 The Association agrees to furnish any information needed by the District to
38 fulfill the provisions of this section.

39 10.4 The Roseville Secondary Education Association shall indemnify, defend, and
40 hold harmless the District's Board of Education, including each individual
41 School Board Member, and employees, agents, and representatives of the District
42 against any and all claims, demands, suits or other forms of liability; including,
43 but not limited to, wages, damages, judgments, fees, fines, court costs, attorney
44 fees and any back pay, penalties or awards resulting from any court, arbitrator, or
45 PERB orders, judgments, or settlement which may arise by reason of, or
46 resulting from the operation of this Section 10. The Association shall bear all
47 costs of defending against any and all such claims, demands, suits, or other forms

1 of liability, including, but not limited to, court costs, attorney fees and all other
2 costs of litigation.

3 10.5 The Association shall have the exclusive right to decide and determine whether
4 any such action or proceeding referred to in 10.4, above, shall or shall not be
5 compromised, resisted, defended, tried or appealed. The Association's decision
6 thereon shall be final and binding upon all Parties protected by Section 10.4,
7 above. This paragraph shall not be construed as a waiver on the part of the
8 District, Board of Education, or any individual protected by this Section of any
9 claim against the Association for failing to act in good faith in settling a claim or
10 any failure to competently defend and hold them harmless. Within ten (10) days
11 of proper service of a claim, demand, suit, or other legal action against any
12 protected Party, the District shall inform the Association and provide the
13 Association with copies of any documents received as a result of the legal action.
14 Upon request, the District shall provide the Association's legal counsel with
15 documents and information reasonably related to providing a defense
16

17 11. Upon appropriate written authorization from a member of the unit, the District will deduct
18 from the salary of any member of the unit and make appropriate remittance for annuities, credit
19 union, charitable donations, or any other plans or programs approved by the Association and the
20 District.
21

22 12. The Association as the exclusive representative of certificated personnel has the right to
23 consult on the definition of educational objectives, the determination of the content of courses
24 and curriculum, and the selection of textbooks to the extent such matters are within the
25 discretion of the public school employee.
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ARTICLE 5

WAGES

1. The Salary Schedule shall be as set forth in Appendix A, which is attached to and incorporated into this Contract.

1.1 B on the Salary Schedule - those with Standard Secondary or Bachelor's Degree plus 30 units.

1.2 C on the Salary Schedule - those with Bachelor's Degree plus 45 units.

1.3 D on the Salary Schedule - those with Bachelor's Degree plus 60 units.

1.4 E on the Salary Schedule - those with Bachelor's Degree and 75 units.

1.5 F on the Salary Schedule – those with Bachelor’s Degree and 90 units or those with a Bachelor’s Degree and 75 units with an advanced degree.

2. Teachers employed with less than AB + 30 and a Regular Credential, shall be placed at Column B, Step 1.

3. Each unit member upon employment by the District, in addition to being placed on schedule in one of the classes provided, will also be placed on a step on the appropriate column. This step is determined as follows:

3.1 One year's credit will be allowed for each previous year of paid, full-time, kindergarten through twelfth grade, credentialed teaching in a public or private school accredited by a United States or other reputable accrediting association. Once the employee has provided documentation of years of prior experience and the District has verified that experience, the employee will be placed on the appropriate step on the salary schedule and will receive the new pay from that point forward. Note: There could be a STRS penalty.

4. For initial placement on the salary schedule, all post-graduation units awarded by a California state-supported college or university will be accepted. Units from other colleges and universities accredited by a United States or other reputable accrediting association will also be accepted.

4.1 Semester units recognized for salary purposes will be based upon the unit value of 15 teacher contact hours or equivalent per unit. Quarter units shall be multiplied by 0.667 to arrive at the equivalent semester unit.

5. Unless otherwise agreed to by the employee and the District, services of all members of the unit shall be paid for the first year on an eleven-month pay cycle and all years thereafter on a twelve-month pay cycle. Earned salary is based on days worked, not pay cycles paid.

1 6. After hire, units recognized for salary purposes may be earned at a four-year college or
2 university or at a community college under the following conditions:

3
4 6.1 Units taken must be within a unit member's major or minor field, education courses
5 prescribed by an accredited university or college to fulfill a program for a specific
6 degree or credential in a subject or subjects commonly taught in California public
7 high schools, or in a subject clearly related to improving the teacher's ability to
8 provide appropriate instruction.

9
10 6.2 Units taken may also be accepted for training in extra-curricular or athletic areas to
11 which the teacher is currently assigned or may reasonably be assigned in the future.

12
13 6.3 The college, university, or community college is accredited by a United States or
14 other reputable accrediting association.

15
16 7. Units earned for salary purposes may only be duplicates of previous courses of training
17 with the approval of the Superintendent, or designee. The unit member must indicate on the
18 District provided approval form that the course is a repeat of a previous course or training.

19
20 8. Unit members must receive prior approval for any units to be used for salary purposes on
21 the District provided form.

22
23 9. The unit member must supply the District with an official transcript or original grade card
24 for all units credited for advancement on the salary schedule. The unit member will remain on the
25 lower column until the units are verified. Once the units are verified, the employee will be placed
26 on the appropriate column and step and will receive the new pay from that point forward.

27
28 10. Units to be used for salary purposes for a school year must be completed before the first
29 teacher workday for that school year as established by the adopted school calendar.

30
31 11. Cases not covered by the preceding may be referred to the Superintendent, or designee, for
32 consideration.

33
34 12. Longevity Increments – Longevity increments shall be provided for eligible unit members.
35 To be eligible, the unit member shall be class E (BA and 75), and have met all other conditions of
36 the salary schedule. Increments will be credited upon completion of 15, 18, 21, 24, and 27 years of
37 service.

38
39 13. Members of the unit who utilize their automobiles shall be reimbursed for such utilization
40 at the District rate. For this provision to be applicable, such utilization must be for District business
41 and must be approved by the Superintendent, or designee.

42
43 14. A full-time, full-year member of the unit shall receive the full annual salary appropriate to
44 his/her position.

45
46 15. A full-time, partial-year member of the unit shall receive that portion of a normal full-time
47 salary consistent with the portion of the normal full-time duties included in his/her assignment.

16. Beginning with the 2017-18 school year, a unit member may combine two partial years of service in the RJUHSD to equal one full year of service for salary schedule advancement in accordance with the following guidelines. The two partial years of service within the RJUHSD will be counted as one full year of service towards the member's salary schedule placement if the two years combined total more than 75% of the contracted teacher workdays in one year. Combining two years of partial service to equal one year of service credit will only be considered back to and including the 2009-10 school year. A change in placement on the salary schedule based on two partial years of service will not be compensated retroactively, but qualified unit members will be advanced on the salary schedule commencing with the 2017-18 school year and thereafter.

17. Salary proportions for partial day employees shall be as follows:

SIX PERIOD DAY

Periods 1 st Semester	Periods 2 nd Semester	Assigned Meeting, Collaboration/Prep Hours	Salary Percent
2	2	50	40%
3	3	100	60%
4	4	145	80%

FOUR PERIOD DAY (4 x 4)

1	1	65	33%
2	2	100	66%

18. Any member of the unit who is assigned an intervening period shall be compensated as though the intervening period was a teaching period.

A full-time teacher assigned to more than one site will be paid a stipend at a rate of \$2,750/year to cover the cost of mileage and to compensate for preparation time lost.

19. Additional compensation shall be paid in accordance with Appendix B and Appendix C.

WORK YEAR

20. The length of the work year for all members of the unit shall be 184 days: 180 teaching days, two (2) pre-service days, one (1) post-school day and the 184th day. Two additional professional development (non-student) workdays will be added to the 2018-19 and 2019-20 school years to expire after the 2019-20 school year. Unit members will be paid at their daily rate.

20.1 Part-time teachers will work a full day on the 184th day. Part-time teachers will be paid a full day's pay. This also applies to the two additional professional development days (185th and 186th days).

21. The District recognizes the value of its long-term employees and provides the following one-time compensation in lieu of other early retirement incentives or bonuses with the exception of

1 the Early Retirement Incentive described in 21.3. The service recognition is available only to those
2 employees leaving employment for retirement purposes and who will begin receiving retirement
3 benefits from the State Teacher's Retirement System immediately upon leaving the District's
4 employment. Partial years may be combined to create full years and will be rounded to the nearest
5 full year increment.

6
7 21.1 The following schedule applies to certificated staff members on the Certificated
8 Salary Schedule, Schedule 1:

<u>Years of District Service</u>	<u>Award</u>
5-9	\$12,000
10-14	\$14,000
15-19	\$16,000
20-24	\$18,000
25+	\$20,000

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16 21.2 Employees receiving the service recognition award may elect these options:

- 17
18 a. Cash disbursement (paid through payroll, net of all statutory taxes, etc.)
19 b. Placement of the funds in a District account for payment of future medical
20 benefits (net of all statutory taxes, etc.)
21 c. Purchase of an annuity (must meet IRS guidelines)
22 d. Any other option acceptable to the District
23

24 (Note: All disbursement choices may have significant tax consequences and employees are
25 encouraged to consult with a tax consultant and/or an annuity administrator before deciding
26 on an option.)
27

28 21.3 Any eligible certificated employee who intends to retire effective the end of the current
29 academic school year AND who submits a fully executed written RESIGNATION
30 FORM, for the purpose of retirement, before February 1st of the current academic school
31 year shall receive an Early Notice of Retirement Incentive in the amount of Five
32 Thousand Dollars (\$5,000.00). The Early Notice of Retirement Incentive is in addition
33 to the employee Service Recognition Award.

34 To be eligible to receive the Early Notice of Retirement Incentive, a certificated
35 employee must be at least fifty-five (55) years of age at the time of retirement AND
36 must have completed at least ten (10) consecutive years of full-time or part-time service
37 in the Roseville Joint Union High School District immediately preceding the date of
38 retirement. Sabbaticals or authorized leaves of absence shall not be considered as an
39 interruption of service but shall not be counted as a year of service. A resignation shall
40 be deemed to constitute a break in service. A year of service shall be defined as working
41 a minimum of 75% of the contracted days in any work year.

42 Mid-year retirees who submit a fully executed written RESIGNATION FORM prior to
43 October 1st of the current academic school year and who meet the qualifications listed

1 above shall receive an Early Notice of Retirement Incentive in the mount of Two
2 Thousand Five Hundred Dollars (\$2,500.00).

3
4 22. Teaching during the Preparation Period

5
6 22.1 It is recognized that prep periods are an important part of the educational process, as
7 they give teachers time to prepare lesson plans, set up for lessons, and grade papers.

8
9 22.2 The District shall implement the option to teach in lieu of a preparation period that
10 allows teachers on a 4x4 schedule to teach a 4th period in a term (18 weeks), and
11 teachers on a six-period schedule to teach a 6th period, in lieu of a preparation
12 period. Tenured teachers only shall qualify for teaching in lieu of a preparation
13 period by entering into a voluntary agreement to accept such assignment.
14 Compensation for entering into an agreement to teach in lieu of a preparation period
15 for one term (18 weeks) shall be 16.667% (1/6th) of the employee's annual
16 contract. When an assignment is a minimum of 15 consecutive days and less than
17 one full term, compensation shall be at 33.333% (one-third) of the employee's daily
18 rate for each period of the term taught in lieu of a preparation period.

19
20 22.3 At the close of each school year, department coordinators will provide their
21 department members an opportunity to volunteer for the assignment of teaching on
22 their preparation period during the following school year. They will provide their
23 department volunteer list to the principal prior to the close of the school year. In the
24 event of an unforeseen need for teaching on the prep, the principal will notify the
25 RSEA president and the RSEA site representative of the need and initiate a process
26 to fill the vacancy.

27
28 22.4 Only those unit members with composite evaluation rankings of proficient or
29 distinguished by the District shall be eligible for placement on the roster for
30 teaching on the prep.

31
32 22.5 The principal or designee will work with department coordinators or designees to
33 determine if a teaching on the prep is needed within the department.

34
35 22.6 Once a need is identified, the principal or designee will consult with the department
36 coordinator or designee to review the volunteer list and master schedule prior to
37 determining to whom the offer of teaching on the prep shall be made.

38
39 22.7 Criteria for the Assignment:

- 40
41 1. Must be a class the teacher has taught in previous years.
42
43 2. All participating teachers will assume an additional responsibility for adjunct
44 duties, enhanced by 1.33 at the block schools and 1.2 at the six-period schools.
45

46 22.8 Review Process: The District Assistant Superintendent for Personnel, Assistant
47 Superintendent for Curriculum, RSEA Executive Board, and all participating Site
48 Principals will meet each year in May to review the impact that any teaching on the

1 prep may have had on the academic quality of the District's educational services
2 and its alignment with District Guiding Principles.

3
4 23. Part-time Teachers – Additional Assignment

5
6 Part-time teachers who accept an additional assignment will be paid at the period
7 substitute rate for the first 14 days of the assignment. If the assignment is for 15 or more
8 consecutive days, the part-time teacher will be paid one-third his/her full-time daily rate
9 retroactive to the first day of the assignment.

10
11 24. Column F

12
13 24.1 The District agrees to establish Column F on Salary Schedule One in an amount
14 \$750 more than the annual amount in corresponding steps of Column E. A unit
15 member shall qualify for placement on Column F by providing verification that
16 he/she has earned a BA + 90 units or a BA + 75 units with an advanced degree.
17 Units completed after July 1, 2004 will require prior approval from the Assistant
18 Superintendent, Curriculum and Instruction.

19
20 25. Advanced Degree Stipend

21
22 25.1 An advanced degree is defined as a master's or doctorate degree.

23
24 25.2 An advanced degree stipend of \$1,000 will be provided to unit members who teach
25 in both the first term and the second term in the same school year. Unit members
26 teaching only in the first term or teaching only in the second term of any school
27 year will receive an Advanced Degree Stipend of \$500. The stipend is for unit
28 members who have earned an advanced degree in their assigned subject matter
29 discipline or subject matter currently taught in California public schools, pedagogy,
30 psychology, educational counseling, or educational administration. A unit member
31 will receive only one stipend annually, regardless of the number of advanced
32 degrees earned. Advanced degrees will require prior approval of both the degree
33 and its granting institution from the Assistant Superintendent, Curriculum and
34 Instruction. A unit member shall qualify for this stipend by completing the
35 advanced degree before September 1 of that school year and subsequently
36 submitting verification of that completion in the form of an official transcript.

37
38 26. Docks for Period Absences

39
40 Dock calculations for period absences of unit members will be as follows:

41
42 26.1 Block Schools

- 43 1. 0.33 days for each instructional period missed.
44 2. No dock will be assessed for missing a preparation period. (Hours of
45 employment still require preparation period attendance as prescribed in
46 Article 7.)

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48 26.2 Six Period Day Schools

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1. 0.20 days for each period of instruction missed.
2. No dock will be assessed for missing a preparation period. (Hours of employment still require preparation period attendance as prescribed in Article 7.)

27. This article shall be automatically reopened annually.

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ARTICLE 6

HEALTH BENEFITS

1. The District shall provide medical/dental benefits for each member of the unit. Benefits are subject to the policies and regulations of the supplying agencies.

1.1 The District will contribute a maximum of \$880 monthly to the employee's choice of available medical and vision care plans effective with the June 30, 2016 paycheck.

1.2 See appendix for specific information on health and welfare benefits.

2. The cost difference, if any, between an offered plan and the District's maximum contribution shall be paid monthly, through payroll deduction, by the employee. This difference may change effective July 1 of each year.

3. The District shall pay the amount of the dental insurance plan for employee and qualified dependents. (See appendix for details.)

4. The District will pay the total premium costs to provide all members of the bargaining unit with \$70,000 in life insurance coverage. Additional voluntary coverage will be made available at the expense of the employee.

5. A part-time member of the unit shall receive a pro-rata share of all rights and benefits, including any health and welfare benefits for which the employer shall make the payments. A part-time member of the unit, in order to receive the above pro-rated benefits, must pay the difference of the pro-rated District costs, and full-time benefits.

6. This Article shall be automatically re-opened annually.

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ARTICLE 7

HOURS OF EMPLOYMENT

1. Unless assigned elsewhere by the principal or designee, all members (full- or part-time) of the unit shall be required to be on campus, available for duty from fifteen (15) minutes before their first assigned period until thirty (30) minutes after their last assigned period. A preparation period is considered an assigned period. On collaboration days, teachers will be released at 3:00 p.m.

2. Unless assigned elsewhere by the principal or designee, all members of the unit shall, upon request, be available thirty (30) minutes prior to commencement of school for meetings, conferences or administrative assignments.

3. All members of the unit are required to attend Collaboration Meetings. These will start no earlier than 7:45 a.m. nor end any later than 3:00 p.m.

4. Every member of the unit shall have a duty-free, uninterrupted lunch period each day, in no instance less than thirty (30) minutes.

5. Each full-time member of the unit shall receive a preparation and planning period equal to the length and frequency of a teaching period.

6. The preparation period may also be used to provide paid replacement services for temporarily absent unit members. Members of the unit reassigned during their preparation period shall be compensated at the "Teacher, Subbing on Prep" rate per Salary Schedule 10.

6.1 Assignments shall be assigned in the following manner:

a. Use of certificated volunteers; then

b. Use of available outside certificated substitutes; then

c. Other available certificated staff on a rotational basis.

6.2 The site administrator shall make every reasonable effort to distribute period sub assignments equitably. The site administrator shall assign certificated volunteers from the unit when available.

7. Employees of the unit shall be required to attend school and district-sponsored meetings. Monthly Faculty Meetings will go no later than 4:00 p.m. Part-time teachers are responsible for attendance at all school and district-sponsored meetings that are required of full-time teachers.

8. Members of the unit who are assigned to continuation school programs shall be responsible for the same teaching and other duties as listed in other paragraphs of this Section.

9. All members of the unit are responsible for supervision and attendance at school sponsored activities outside the regular teaching day and will be assigned on an equitable basis at each school.

1 The following guidelines will be utilized in the assignment of supervision:
2

3 9.1 One unit of supervision shall equate to approximately one hour of supervision (with
4 the recognition that predictions of the length of an event will need to be made, and that supervision
5 will need to be maintained until the completion of the event). No supervision units will be
6 assigned toward events that are exclusively “fundraising” events for particular clubs or programs.
7

8 9.2 Supervision events occurring outside the 184 contract days will be assigned only on
9 a voluntary basis.
10

11 9.3 Supervision events that occur outside the 184 contract days may be given additional
12 units as enticement for teachers to take these assignments.
13

14 9.4 Each May, a site-level team meeting will be held which shall include the RSEA site
15 representative, athletic director, performing arts representative, activities supervisor, and an
16 assistant principal in charge of athletics and/or activities for the purpose of examining site-level
17 supervision issues. The site team will recommend any changes to the principal.
18

19 9.5 Class advisors and specific club advisors shall be given credit for supervision units
20 based on criteria established at the site-level meeting described in Article 9.4 above.
21

22 9.6 Temporary and part-time teachers will be responsible for supervision assignments
23 at the same percentage as their teaching load (e.g., .5 teacher/.5 of supervision responsibilities).
24 Members who teach on the prep will pick up an additional one-sixth of the supervision assignment
25 hours.
26

27 10. With a majority vote of the assigned faculty who participate in the vote, the approval of the
28 superintendent, and the concurrence of the RSEA Executive Council, a comprehensive school site
29 may adjust the starting and ending time for the school day as well as other changes in the daily
30 teaching schedule. The purpose for the adjustment will be outlined prior to a vote by the faculty.
31 The adjustment must meet the minimum instructional minutes established by the Education Code.
32 The new schedule will remain in effect until such time as another change in starting and ending
33 times or changes to the daily teaching schedule are proposed by the principal or are proposed and
34 supported by a petition signed by 40% of the teachers at the comprehensive school site.
35

36 11. All unit members will be required to attend up to two back-to-school night types of events
37 during each school year. The academic schedule for these days will be a minimum day. These
38 events will not be included in adjunct duty calculations. Schedule conflicts that result must be
39 resolved through consultation with the comprehensive site principal.
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ARTICLE 8

LEAVES

Section 1 – Sick Leave

1.1 Each member of the unit employed five (5) days a week by the District shall be entitled to ten (10) days Sick Leave, exclusive of all days such unit member is not required to render service to the District, with full pay for a school year of service. Each unit member employed less than five (5) school days a week shall be entitled, for a school year of service, to that proportion of ten (10) days of Sick Leave as the number of days he/she is employed per week bears to five.

1.2 Bargaining unit members will be entitled to use sick leave for the illness or injury of a spouse or child.

1.3 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day. The full yearly allotment of sick leave will be granted at the beginning of each academic year, and such leave may be taken at any time during the school year. If a unit member does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year to year.

1.4 Female members of the unit shall be entitled to utilize Sick Leave provided for in this Article and Extended Sick Leave for absences necessitated by pregnancy, miscarriage, childbirth and recovery there from.

1.5 The Superintendent, or designee, may require verification by a physician or the unit member for sick leave for illness or accident. With prior notification and based upon reasonable cause, the Superintendent, or designee, may require a physician's verification for Sick Leave utilization. This requirement will be stated in writing and the District will have a review of its requirements after a six-month period of time. Failure of the District to call for a review will terminate the requirement.

1.6 Members of the unit returning to work from extended illness (including surgery) or injury absences will be required to present a doctor's release prior to returning to duty.

1.7 The District will notify all employees of their accumulated Sick Leave on a monthly basis.

1.8 Sick Leave Donation

1.8.1 An individual unit member may donate a maximum of five sick leave days (or up to ten sick leave days for a catastrophic illness of a family member who is also a district employee) to any employee with a documented medical problem based on the following scale:

	<u>Donor Group</u>	<u>Days of Accumulated Sick Leave</u>	<u>Days Available to be Donated</u>
3		0 - 24	0
4	A	25 - 50	1
5	B	51 - 75	2
6	C	76 - 100	3
7	D	101 - 125	4
8	E	125+	5

10 1.8.2 The Superintendent or his designee will determine whether or not an individual has
11 a documented medical problem.

13 1.8.3 The recipient employee's need for such leave will be deducted from the donor
14 groups in the following sequence: one day from Group E, then one day donated
15 from Group D, and so on until the recipient's need for such leave is met. Donation
16 of a second day will be in the same order. Once the recipient's need is met, the
17 remaining allowable days will be returned to each donor.

19 **Section 2 - Extended Sick Leave**

21 2.1 When a unit member is ill for an extended period of time, all accumulated sick leave may
22 be utilized. Once all sick leave is exhausted, the unit member may be placed on extended sick
23 leave for a period of five (5) months maximum per accident or illness. While on extended sick
24 leave, the unit member shall receive full pay for all days covered by accumulated Sick Leave, and
25 for the balance of such five (5) month period, shall receive full pay, minus the sum which is
26 actually paid a substitute employee employed to fill the absent unit member's position during the
27 absence, or, if no substitute employee is employed, the amount which would have been paid to the
28 substitute had one been employed. Under extended sick leave, the employee receives full pay
29 minus the sum which is actually paid to a substitute employee (Education Code Section 44977).

31 2.2 Each extended absence shall be verified on a medical certification form provided by the
32 doctor or the District. The Superintendent or designee may require verification of illness or injury
33 from a physician if the Superintendent or designee deems such verification necessary.

35 2.3 The provisions of Education Code Section 44978.1 provide that when all available leaves
36 of absence, paid or unpaid, have been exhausted and an employee is not medically able to resume
37 the duties of the position due to illness and/or injury, the employee shall be placed on a re-
38 employment list for a period of thirty-nine (39) months for permanent employees and twenty-four
39 (24) months for probationary employees.

41 **Section 3 - Pregnancy Leave**

43 3.1 A leave of absence shall be granted to any employee for that period of time during which
44 the employee, in the judgment of her physician, is unable to perform her duties due to pregnancy,
45 miscarriage, or childbirth, and recovery there from. The employee shall complete and submit a
46 leave request as soon as possible after pregnancy is confirmed.

48 3.2 The employee's sick leave may be used for such leave.

1
2 3.3 The duration of the leave of absence, including the date on which the leave shall commence
3 and the date on which the employee shall resume duties, shall be determined by the employee and
4 employee's physician. The employee shall notify the District of the projected date on which the
5 leave is expected to commence and the probable date on which such leave will terminate on the
6 leave request form. The leave request form must be submitted not less than thirty (30) days prior
7 to the expected commencement date.

8
9 3.4 The employer may request at any time that the employee provide a written statement from
10 her physician attesting to the actual duration of the employee's physical incapacity.

11
12 **Section 4 - Childrearing Leave**

13
14 4.1 An employee may request and, subject to Board approval, be granted an unpaid
15 childrearing leave not to exceed twenty-four months. Childrearing leave may be requested for
16 either an adopted or biological child.

17
18 **Section 5 - Family Care Leave**

19
20 5.1 Any unit member who has actually worked for the District at least 1,250 hours during the
21 preceding 12 month period shall be eligible to take unpaid family care leave under the
22 provisions of Government Code section 12945.2.

23
24 5.2 Family care leave may be used for the following reasons:

25
26 5.2.1 The birth of the unit member's child, in addition to any pregnancy disability leave
27 to which the unit member may be entitled under Government Code section
28 12945(b)(2).

29
30 5.2.2 The placement of a child with the unit member in connection with the unit
31 member's adoption of the child.

32
33 5.2.3 The serious health condition of the unit member's child, parent, spouse, or the unit
34 member's own serious health condition.

35
36 5.2.4 For purposes of this article, "serious health condition" means an illness, injury,
37 impairment, or physical or mental condition which warrants the participation of a
38 family member to provide care during a period of the treatment or supervision and
39 involves either:

40
41 5.2.4a Inpatient care in a hospital, hospice, or residential health care facility, or

42
43 5.2.4b Continuing treatment or continuing supervision by a health care provider.

44
45 5.2.4c A unit member's own disability due to pregnancy, childbirth, or related
46 medical condition is not included as a "serious health condition."

- 1 5.3 For purposes of this article, “child” means a biological, adopted, or foster child; a stepchild;
 2 a legal ward; or a child of a person standing in loco parentis as long as the child is under 18
 3 years of age or an adult dependent child. For purposes of this article, “parent” means a
 4 biological, foster, or adoptive parent; a stepparent; a legal guardian; or other person who
 5 stood in loco parentis to the unit member.
 6
- 7 5.4 Family care leave may be taken in one or more periods but shall not exceed a total of 12
 8 workweeks in a 12 month period, unless a longer leave is agreed upon by the District and
 9 the unit member.
 10
- 11 5.5 During the period of family care leave taken by an employee for his/her own serious
 12 illness, the unit member shall use his/her accrued sick leave. During the period of family
 13 care leave taken by an employee to care for his/her seriously ill spouse, child, or parent, the
 14 employee may use his/her accrued sick leave.
 15
- 16 5.6 The District shall maintain and pay for the unit member’s health coverage at the same level
 17 and under the same conditions as coverage would have been provided if the unit member
 18 had been continuously employed during the leave period.
 19
- 20 5.7 The unit member shall retain his/her employee status with the District during the leave
 21 period, and a unit member shall be entitled to accrue seniority and to participate in health
 22 plans and any other employee benefit plans to the same extent and under the same
 23 conditions as would apply to any other leave granted by the District.
 24
- 25 [Note: Because the employee’s absence is NOT a break in service, the employee
 26 retains but will not necessarily accrue seniority or other entitlements (e.g., salary
 27 scale advancement), except as permitted during other leaves of absence.]
 28
- 29 5.8 If a unit member’s need for family care leave is foreseeable, he/she shall give the District at
 30 least 30 days’ advance notice. The unit member shall make a reasonable effort to schedule
 31 any planned medical treatment or supervision so as to minimize disruption to district
 32 operations.
 33
- 34 5.9 A unit member’s request for leave due to a serious health condition of the unit member or
 35 his/her child, parent, or spouse shall be supported by a certification from the health care
 36 provider of the person requiring care. This certification shall include, if applicable:
 37
- 38 5.9.1 The date on which the person’s serious health condition began.
 39
- 40 5.9.2 The probable duration of the condition.
 41
- 42 5.9.3 An estimate of the amount of time the health care provider believes the unit
 43 member needs to care for the person requiring care.
 44
- 45 5.9.4 A statement that the serious health condition warrants the participation of a family
 46 member to provide care during a period of treatment or supervision of the person
 47 requiring care.
 48

1 If additional leave is needed when the time estimated by the health care provider expires,
2 the unit member shall provide recertification as specified above.

3
4 5.10 The District may refuse to grant a reasonable request for family care leave only if both
5 parents are eligible for family care leave and are employed by the District in which case the
6 District may limit leave for the birth, adoption, or foster care placement of a child to one 12
7 workweek period of family care leave between both parents.

8
9 5.11 The District shall not discharge, fine, suspend, expel, or otherwise discriminate against
10 any unit member because he/she exercises the right to family care leave or gives
11 information or testimony related to his/her or another person's family care leave in an
12 inquiry related to family leave rights.

13 14 **Section 6 - Special Provision Personal Leave**

15
16 A Personal Leave up to thirty (30) days may be granted by the District for critical or terminal
17 illness of a member of the immediate family.

18
19 6.1 The unit member will notify the District at the earliest possible time of the illness.

20
21 6.2 Only the cost of the substitute will be deducted from the employee's salary.

22
23 6.3 For the purpose of this section, immediate family shall be mother, father, spouse, child.

24 25 **Section 7 - Industrial Accident or Illness Leave**

26
27 7.1 Members of the unit shall be entitled to Industrial Accident or Illness Leave subject to the
28 following:

29
30 7.1.1 The accident or illness must have arisen out of and in the course of the employment
31 by the District of the unit member and must be accepted as such by the State
32 Compensation Insurance Fund or the Workers' Compensation Appeals Board.

33
34 Should a member of the unit have received compensation for Industrial Accident or
35 Illness Leave and should the accident or illness resulting in such leave be
36 determined by the Workers' Compensation Appeals Board not to qualify as
37 "industrial" as defined in the California Labor Code provisions governing worker's
38 compensation, the period of such leave shall be charged against the unit member's
39 accumulated sick leave and, should such leave be exhausted, the balance of such
40 leave shall be treated as extended sick leave to the extent such leave is available.
41 The member of the unit shall repay to the District, by payroll deductions over a
42 period not to exceed six (6) months, the sum paid, or which would have been paid,
43 to a substitute for the period treated as extended sick leave and any sum paid to the
44 absent unit member not otherwise chargeable to any paid leave.

45
46 7.1.2 Allowable leave of such Industrial Accident or Illness shall be for the number of
47 days of temporary disability but shall not exceed sixty (60) days in any one fiscal
48 year. Upon termination of Industrial Accident or Illness Leave, the member of the

1 unit shall be entitled to the benefits provided in the Sections on Sick Leave and
2 Extended Sick Leave, and the unit member's absence for such purposes shall be
3 deemed to have commenced on the date of termination of the Industrial Accident or
4 Illness Leave, provided that if the member of the unit continues to receive
5 temporary disability indemnity, he/she may elect to take as much of his/her
6 accumulated sick leave which, when added to his/her temporary disability
7 indemnity, will result in payment to him/her of not more than his/her full salary.
8

9 7.1.3 Allowable leave shall not be accumulated from year to year. When Industrial
10 Accident or Illness Leave overlaps into the next fiscal year, the unit member shall
11 be entitled to only the amount of unused leave due him/her for the same illness or
12 accident.
13

14 7.1.4 A member of the unit absent on such leave shall be paid such portion of the salary
15 due him/her for any month in which the absence occurs as, when added to his/her
16 temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code,
17 will result in payment to him/her of not more than his/her full salary, as defined in
18 Education Code section 44984.
19

20 7.1.5 Industrial Accident or Illness Leave shall be reduced by one day for each day of
21 authorized sick leave regardless of temporary disability indemnity awards.
22

23 7.1.6 During Industrial Accident or Illness Leave, the unit member shall endorse to the
24 District the temporary disability indemnity checks received on account of his/her
25 industrial accident or illness, and the District shall, in turn, issue the unit member
26 appropriate salary warrants for payment of the unit member's salary and shall
27 deduct there from normal retirement and other authorized deductions.
28

29 7.1.7 A member of the unit receiving benefits pursuant to this Section shall, during the
30 period of injury or illness, remain within the State of California unless the Board of
31 Trustees of the District authorizes travel outside the state.
32

33 **Section 8 - Bereavement Leave**

34
35 8.1 Members of the unit shall be entitled to a leave of absence, not to exceed three (3) days, or
36 five (5) days if over 400 miles (one way) travel is required, on account of the death of any member
37 of his/her immediate family. Such leave shall not accumulate from year to year. Extenuating
38 circumstances may be appealed to the Superintendent or designee.
39

40 8.2 No deduction shall be made from salary nor from leave granted by other Articles of this
41 Contract for such leave.
42

43 8.3 "Immediate family," as used herein, means the mother, father, grandmother, grandfather, or
44 grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-
45 law, daughter, daughter-in-law, mother-in-law, father-in-law, brother or sister of the unit member,
46 a person who has fulfilled the role of a parent, or any relative living in the immediate household of
47 the unit member.
48

1
2 **Section 9 - Personal Necessity Leave**
3

4 9.1 Personal Necessity Leave shall be limited to circumstances significant in nature which the
5 member of the unit cannot reasonably be expected to disregard. Absences pursuant to this leave
6 provision normally necessitate the unit member's immediate physical presence elsewhere and
7 involve matters which cannot be accomplished at any other time.
8

9 9.2 In any single school year, a maximum of eight (8) days of accumulated sick leave may be
10 used for personal necessity reasons as allowed in this Article.
11

12 9.3 CATEGORY #1
13

14 Members of the unit shall not be required to secure advance permission for Personal Necessity
15 Leave taken for any of the following reasons:
16

17 9.3.1 Death or serious illness of a member of his/her immediate family. Serious illness is
18 defined as illness where death is imminent, may result in permanent disability or
19 requires hospitalization. The members of the immediate family are those persons
20 identified in the rules governing Bereavement Leave.
21

22 9.3.2 Accident or emergency, involving his/her person or property, or the person or
23 property of a member of his/her immediate family, as defined above.
24

25 9.3.3 Imminent danger to the home of the unit member, occasioned by an event such as
26 flood or fire, serious in nature, which under the circumstances the unit member
27 cannot reasonably be expected to disregard and which requires the attention of the
28 member of the unit during his/her assigned hours of service.
29

30 The member of the unit should provide the principal, or designee, with notification of the
31 circumstances as soon as possible so that a substitute may be obtained.
32

33 9.4 CATEGORY #2
34

35 Other personal necessity leaves which are allowable under this Article upon prior approval include
36 the following:
37

38 9.4.1 Appearance in court as a litigant
39

40 9.4.2 Paternity (father of child)
41

42 9.4.3 Bereavement beyond the number of days specified in the Bereavement Leave
43 regulations
44

44 9.4.4 Adoption
45

46 9.4.5 Examination for advanced degrees
47

- 1 9.4.6 Attendance at graduation ceremonies involving a member of the immediate family,
2 limited to two days, or three days if over 200 miles (one way) travel is required
3
- 4 9.4.7 Marriage of a member of the immediate family, limited to two days, or three days if
5 over 200 miles (one way) travel is required
6
- 7 9.4.8 Attending workshops or seminars for professional growth limited to two (2) days,
8 or three days if over 400 miles (one way) travel is required
9
- 10 9.4.9 Attendance at a memorial service/funeral for someone other than immediate family,
11 limited to two (2) days, or three (3) days if over 200 miles (one way) travel is
12 required.
13

14 In the second category, items where prior approval is necessary for Personal Necessity Leaves, the
15 unit member shall submit the request for leave in writing to the principal at least two (2) working
16 days prior to the requested commencement of the leave.
17

18 9.5 CATEGORY #3 19

20 Each member of the unit shall be allowed three (3) days in any school year for reasons of personal
21 necessity not covered in Categories 1 and 2 above. Personal necessity not covered in such leave
22 shall be granted upon prior notification to the principal and his/her approval that the percentage
23 requirement mentioned below has not been exceeded. The maximum percent of the members of
24 the unit to be granted this type of Personal Necessity Leave, for any one day, shall not exceed five
25 percent of the members of the unit on campus. The granting of requests by the principal for such
26 leave will be on a "first-come, first served" basis up to, but not exceeding, the authorized limit per
27 day.
28

- 29 9.5.1 In Category #3 where prior notification and approval is necessary when a member
30 of the unit must be absent from work, it is his/her responsibility to notify his/her
31 principal as soon as possible in advance of the absence.
32
- 33 9.5.2 Leaves for personal necessity under this Article may not be used on final exam days
34 or days immediately before or after school holidays. Personal Necessity Leave
35 shall not be allowed for any type of concerted action by the individual or the
36 Association including but not limited to striking, work-stoppage, sick-out,
37 picketing, etc.
38
- 39 9.5.3 Leaves under this category may not be used for recreational purposes. Unique and
40 compelling circumstances will be considered.
41
- 42 9.5.4 Employees who feel they have extenuating circumstances may appeal on an
43 individual basis to the Superintendent, or designee, provided the initial leave
44 request has been submitted to the principal at least five days prior to the leave date
45 request.
46
47
48

1 **Section 10 - Jury and Witness Leave**
2

3 10.1 Members of the unit shall be entitled to leaves of absence when regularly called for jury
4 duty in the manner provided for in law. Pay for such leave shall be the difference between the
5 employee's regular earnings and any amount received for jury fees. To qualify for such paid leave,
6 the unit member shall pay to the District the amount received for jury duty. Any meal, mileage
7 and/or parking allowance shall not be considered in the amount received for jury duty.
8

9 10.2 Members of the unit subpoenaed to serve as witnesses on behalf of the District at any trial
10 involving the District shall be granted leave without loss of pay. Any fees received shall be
11 remitted to the District, less mileage and meal allowances, unless District transportation is
12 furnished.
13

14 10.3 Members of the unit subpoenaed to serve as witnesses on behalf of plaintiffs in trials
15 involving the District shall demand witness fees as provided by law. If a plaintiff does not pay or
16 agree to pay such fees, unit members shall refuse to accept service of the subpoena and shall
17 promptly notify the office of the District Superintendent. Upon receipt of such fees and payment
18 thereof to the District, unit members shall receive their regular salary for the period of absence
19 required for appearance as witnesses.
20

21 10.4 Members of the unit shall notify the principal upon receipt of notice to appear for jury duty
22 or receipt of subpoena. A copy of such notice or subpoena shall be provided to the principal upon
23 request.
24

25 10.5 Members of the unit are required to provide a jury duty proof of service document to the
26 District Office upon returning to work from jury duty.
27

28 **Section 11 – Unpaid Leaves of Absence**
29

30 11.1 Application for Leave of Absence without pay shall be submitted to the Superintendent on
31 or before March 1 of the school year preceding that for which leave is requested, and shall detail
32 the purpose for which such leave is requested. Such leave may be granted for further study, travel,
33 teaching in a foreign country, acting as or seeking election to act as a representative in state or
34 federal legislative office, health of the unit member, or similar purpose. Leave requests submitted
35 after March 1 will be considered if they have significant benefit to the District.
36

37 11.2 Such leave, except leave to act as representative of state or federal legislative office, shall
38 usually be granted only when the granting of such leave is of significant benefit to both the District
39 and the unit member.
40

41 11.3 Notification of a unit member's intent to return following such leave shall be filed by the
42 unit member at the written request of the District with the Superintendent, no later than March 1 of
43 the year such leave is to terminate. Failure to file such notice shall be deemed a resignation.
44

45 11.4 Approval of such leave shall be at the discretion of the Board of Trustees and based upon
46 the potential contribution the unit member can make to the District program upon return from, and
47 as a result of, such leave.
48

1 11.5 While on leave, the unit member may elect to continue health and insurance coverage by
2 arranging to pay premium payments to the District Office.

3
4 **Section 12 – Sabbatical Leave**

5
6 12.1 Qualifications

7
8 12.1.1 A member of the unit who has served the District for seven (7) years is eligible to
9 apply for Sabbatical Leave.

10
11 12.1.2 All applications for Sabbatical Leave shall be submitted to the office of the
12 Superintendent no later than January 1, or at the discretion of the Board of Trustees,
13 prior to the school year during which the proposed leave is granted.

14
15 12.1.3 The Sabbatical Screening Committee shall submit its recommendations to the
16 Superintendent by March 1.

17
18 12.1.4 Final approval shall be at the discretion of the Board of Trustees and based upon the
19 potential contribution of the member of the unit to the schools and pupils of the
20 District.

21
22 12.2 Conditions for Sabbatical Leave

23
24 12.2.1 The rate of pay for a member of the unit on Sabbatical Leave shall be 50% of the
25 full salary for a full year Sabbatical Leave. The salary figure during the sabbatical
26 year will be the salary the unit member would be earning had he/she not taken the
27 Sabbatical Leave.

28
29 12.2.2 In the event the member of the unit cannot meet the requirements of the Sabbatical
30 Leave because of illness or injury, the leave will be terminated and the unit member
31 placed on Sick Leave. All provisions of the Sick Leave policy will apply to the
32 member of the unit. The member of the unit will show cause of his/her inability to
33 continue the Sabbatical. In the event of the death of the member of the unit, no
34 repayment of salary will be required of his/her estate unless provided for in the
35 bonding agreement.

36
37 12.2.3 The member of the unit shall continue to receive health and welfare insurance
38 coverage.

39
40 12.2.4 The unit member is only required to perform services agreed to in his/her approved
41 application.

42
43 12.2.5 The unit member shall be required to furnish either a letter or a suitable bond
44 indemnifying the Board of Trustees against loss in the event that the unit member
45 fails to return to the service of the District, or that he/she fails to complete the two
46 years' service obligation.

1 12.2.6 Sabbatical Leave shall count as a year of experience on the salary schedule and
2 shall apply toward retirement.

3
4 12.3 Types of Sabbatical Leaves

5
6 12.3.1 Study

7
8 The term "study" shall mean the pursuance of a course of study at an institution
9 approved by the Sabbatical Screening Committee.

10
11 12.3.2 Research

12
13 The term "research" shall mean work on a project approved by the District.

14
15 12.3.3 Travel

16
17 An approved travel program shall include a complete itinerary with a
18 correspondence timetable and objectives. Sabbatical Leave for travel shall be
19 primarily to gain professional knowledge and skills. No unit requirements are
20 connected with this Sabbatical Leave; however, the unit member will specify if
21 he/she intends to take units in an institution of higher learning during the travel
22 period. These units will be subject to approval by the District.

23
24 12.4 Application

25
26 Application for Sabbatical Leave will be evaluated by a Sabbatical Screening Committee
27 composed of three (3) members, two (2) of whom are from the unit chosen by the Association.
28 The third member shall be the District Superintendent's representative.

29
30 12.5 Selection Procedures

31
32 12.5.1 Applicant will be placed in rank order for performance as determined by the
33 criteria.

34
35 12.5.2 Criteria for selection (not necessarily in order of importance)

36
37 12.5.2a Length of service to the District

38 12.5.2b Purpose of leave

39 12.5.2c History of self-improvement

40 12.5.2d Quality of service to the District

41 12.5.2e Timelines, dependent on scheduled events

42
43 12.6 Approval of Recommended Applicants

44
45 The Board of Trustees will approve applicants on the basis of the above and past evaluations of the
46 applicants. Board action will take place no later than the regular Board meeting in March. If the
47 leave is denied, a written explanation shall be sent to the applicant within ten (10) days of Board
48 action.

1 12.7 Report Requirements of Sabbatical Recipients

2
3 12.7.1 The member of the unit who has taken Sabbatical Leave will file with the
4 Superintendent, for transmission to the Board of Trustees, within forty-five (45)
5 days after returning from Sabbatical Leave, a report as follows:
6

7 12.7.1a Study: A transcript of units taken and completed by the applicant

8
9 12.7.1b Research: A written report describing the research

10
11 12.7.1c Travel: A written report describing the travel
12

13 12.7.2 Upon request, an oral report will be made to the Board of Trustees.
14

15 12.8 Limitation on Number of Leaves
16

17 The number of unit members granted Sabbatical Leaves shall always be related to and dependent
18 upon the availability of funds, but the number of persons on Sabbatical Leave at any given time
19 shall not exceed a total of 3% of the unit members. Should the number of qualified applicants
20 exceed this number, first consideration for approval shall be given those programs judged to be of
21 greatest value to the District.
22

23 **Section 13 – Military Leave**
24

25 An employee, upon submission of written military verification at least two weeks prior to the
26 military leave, shall be granted a leave of absence without loss of salary to report for annual active
27 duty training, provided that leave may not be taken at another time and is mandatory to maintain
28 his/her status in the military. The District will only grant mandatory leave time. The employee
29 shall retain all rights and privileges granted by law arising out of the exercise of required military
30 leave.
31

1 **ARTICLE 9**

2
3 **SAFETY**

4
5 Safety of employment is of primary concern to the District.

6
7 1.1 The District recognizes the right to a safe work environment.

8
9 1.2 When a member of the unit is of the opinion that an unsafe condition exists, the site
10 principal shall be notified in writing or email.

11
12 1.2.1 The site principal or designee will investigate within three (3) school days to
13 determine if the condition can be corrected by site or district personnel.

14
15 1.2.2 If in the opinion of the site principal a correction of the reported conditions cannot
16 be made by site or district personnel, the principal shall make a written
17 recommendation to the Superintendent or designee, with a copy sent to the unit
18 member.

19
20 1.3 Unit members shall exercise reasonable control in those situations for which they are
21 professionally responsible. The District shall continue to maintain a policy of liability insurance
22 covering unit members' activities within the scope of their employment.

23
24 1.4 Members of the unit shall report to their principal incidents of threat or physical or verbal
25 assault suffered by them in connection with their employment.
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ARTICLE 10

CLASS SIZE

1. Individual departments may recommend class sizes to the principal for the various classes in their department at that school. These recommendations shall be submitted to the principal by April 1 of each school year.

2. The principal, or designee, will schedule classes in the best interests of the entire school program. Consideration shall be given, but not limited to, the following scheduling criteria:

- 2.1 Student demand
- 2.2 District graduation requirements
- 2.3 Department-recommended class sizes
- 2.4 Budgetary limitations
- 2.5 Facility capacity
- 2.6 Educational requirements of the class
- 2.7 District staffing allocation
- 2.8 Availability of qualified instructor

3. During the first ten (10) school days of the school year, the principal will attempt to adjust teaching loads in as equitable a manner as is practical. An attempt will also be made to achieve the department recommended class sizes and to balance all like sections of a given class to the extent practical.

4. After the time specified in the previous paragraph, the department and the principal shall review any individual teacher class sizes which appear to be unreasonable in light of the criteria listed in paragraph 2, above. In the event that a class exceeds the recommended class size at the close of a fifteen (15) school day period after the opening of school, the department may make a written request for an explanation of how the class size will be adjusted or why such an adjustment cannot be made. The principal will respond in writing to the department within ten days.

5. For purposes of this Article, the term "department" shall equate to "area" where a separate department does not exist.

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ARTICLE 11

EVALUATION PROCEDURES

It is understood and agreed by the parties that the evaluator’s objective is to improve the quality of education in the District. It is further understood and agreed that this objective can be achieved more readily by a willingness of the Board and the Association to establish a fair evaluation procedure which will not only evaluate performance but also assist bargaining unit members in improving their job-related skills. The parties agree that professional growth should continue throughout one’s career.

Evaluation of instruction is key to a successful educational program. The evaluation process is designed to:

- Promote and support student learning;
- Maintain and improve instruction, assessment, student achievement, learning environment and professional responsibilities;
- Recognize and praise professional performance; and
- Provide assistance and direction for continuous improvement.

Mutual respect and trust are fundamental premises of a successful evaluation process.

This evaluation is designed to be collaborative, meaningful and efficient.

Evaluation is part of ongoing professional growth.

Under the Education Code, the evaluation process may serve as the legal basis for determining the professional competency of a certificated unit member.

Nothing in this article shall be construed to supersede a unit member’s rights under the Education Code.

A. The goal of evaluation shall be to recognize effective instructional practices, assist teachers in improving their teaching performance, promote quality instruction, and eliminate ineffective teaching. Evaluations and observations will be based upon the California Standards for the Teaching Profession:

- | | |
|----------------|--|
| Standard One | Engaging and Supporting All Students in Learning |
| Standard Two | Creating and Maintaining Effective Environments for Student Learning |
| Standard Three | Understanding and Organizing Subject Matter for Student Learning |
| Standard Four | Planning Instruction and Designing Learning Experiences for All Students |
| Standard Five | Assessing Student Learning |
| Standard Six | Developing as a Professional Educator |

B. The District shall evaluate and assess certificated employee competency as it reasonably relates to:

- 1 1. The progress of pupils toward established site or district standards of expected pupil
2 achievement.
- 3 2. The employee's use of instructional techniques and strategies.
- 4 3. The employee's adherence to curricular objectives.
- 5 4. The establishment and maintenance of a suitable learning environment within the scope
6 of the employee's responsibilities.
- 7 5. Performance of other teacher duties and responsibilities.

8
9 C. The District shall establish and define job responsibilities for those certificated non-
10 instructional personnel whose responsibilities cannot be evaluated appropriately under the
11 provisions of Section B and shall evaluate and assess the competency of such non-
12 instructional certificated employees as it reasonably relates to the fulfillment of those
13 responsibilities. Teachers teaching online or blended learning courses will be evaluated
14 using the same processes as regular, on-ground classroom teachers.

15
16 D. The summary evaluation of a unit member's performance pursuant to this Article shall not
17 include the use of publishers' norms established by standardized tests. In the event that laws
18 or regulations including, but not limited to, those which impact funding require the District
19 to modify the first sentence in this section, the language shall be removed or modified to be
20 in compliance with law or regulation, and any modification will be negotiated only to the
21 extent specifically required by said law or regulation. Nothing in this section shall prohibit
22 teachers and administrators from having professional discussions about test scores of the
23 students currently or previously taught by the teacher.

24 25 1. Procedures

26
27 1.1 Probationary teachers shall be evaluated by an administrator in writing twice every
28 year during their probationary period. They shall be evaluated once no later than
29 November 15 and secondly, at least thirty (30) days prior to the last day of the
30 school year. Those evaluations shall include at least one formal classroom
31 observation of at least fifty (50) minutes followed by a post conference. Additional
32 evaluations and observations may take place as deemed necessary.

33
34 1.2 Permanent teachers shall be evaluated by an administrator in writing at least once
35 every other year, at least thirty (30) days prior to the last day of the school year.
36 The evaluation will include at least one formal classroom observation of at least
37 fifty (50) minutes with a post conference. Additional evaluations and observations
38 may take place as deemed necessary.

39
40 1.3 Permanent teachers with at least ten years of experience in the district shall be
41 evaluated in writing by an administrator once every three years. The evaluations
42 shall include at least one formal classroom observation of at least fifty (50)
43 minutes with a post conference. The teacher must have achieved overall
44 evaluations of proficient or distinguished in the two previous evaluation cycles to
45 move to the three-year track. The teacher must also be CLAD certified.
46 Administrators may return the permanent teacher to the two-year cycle if a
47 substantive negative change in teaching performance is identified. Notification
48 of such a change should be provided in writing to the teacher.

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- 1.4 For teachers who are being evaluated, prior to October 15 the evaluator and the teacher shall meet to review the Classroom Teacher Self-Reflection Form and develop two to four mutually agreed upon Targeted Growth Areas. The Targeted Growth Areas must include at least one SMART goal related to student achievement.
- 1.5 During the evaluation period, changed circumstances may require modification of the goals or components of the evaluation. If agreement cannot be reached, a mutually agreed upon third party will mediate. If no agreement can be reached, the Superintendent or designee shall make the final decision.
- 1.6 Teachers who are being evaluated will have all students in every course complete a teacher evaluation. Teachers will submit their student evaluations to the evaluating administrator prior to the final evaluation conference. Teachers in the department will develop and agree upon forms to be used.
- 1.7 Each evaluation shall be based upon at least one observation, lasting at least fifty (50) minutes. No evaluation or formal observation shall take place until the pre-evaluation planning conference has been completed.
- 1.8 Department coordinators will be provided release time to assist probationary teachers. At the request of the principal, the department coordinator will meet with the principal and teacher to discuss the probationary teacher's overall progress, including subject matter competence and ability to work with the department and its members.

2. Unsatisfactory Evaluation

- 2.1 No assessment of “unsatisfactory” shall be introduced on an evaluatee’s evaluation form which has not been first formally called to his/her attention in a written report. When practicable, time shall be allowed for correction of deficiencies between the date of the written report where the deficiency is first noted and the date of the next evaluation when the deficiency is formally cited. Upon formally citing a condition(s) of less-than-effective performance, the evaluator shall thereafter confer with the evaluatee and make specific recommendations during the conference as to areas of improvement in the evaluatee’s performance. In the case of deficiencies, the evaluator will offer direct assistance and/or additional resources as the evaluator deems appropriate to implement the specific recommendation.
- 2.2 Any teacher who receives an unsatisfactory evaluation shall, upon request, be entitled to a subsequent observation, conference, and written evaluation. The evaluator shall confer with the teacher and identify specific recommendations and recommendations for additional training. The District may provide release time for the teacher to observe similar classes or to participate in training related to the comments and recommendations of the evaluator.

- 1 2.3 The evaluator shall delineate a positive course of action to help correct any cited
2 deficiencies. The employee will cooperate in working to improve such cited
3 deficiencies. The evaluator’s action may include specific recommendations for
4 improvement, direct assistance in implementing such recommendations and
5 reasonable release time as determined by the site administrator for the employee to
6 visit and observe other similar classes.
7
8 2.4 Any member of the unit evaluated as unsatisfactory on two successive evaluations
9 under the procedures outlined above will have his/her salary advancement,
10 anniversary increment, or raise denied. Only one of the salary factors may be
11 denied for the successive work year and will be applied in the following order:
12
13 2.4.1 Salary advancement
14
15 2.4.2 Anniversary increment
16
17 2.4.3 Raise
18
19 2.5 An employee evaluated as unsatisfactory may request a second evaluator to
20 participate in the follow-up evaluation.
21
22 2.6 An employee evaluated as unsatisfactory may appeal the decision to the
23 Superintendent or designee.
24
25 2.7 An employee whose salary advancement, anniversary increment or raise was
26 withheld will become eligible for pay advancement if the next year's evaluation is
27 satisfactory.
28

29 3. Alternative Evaluation Process
30

31 Permanent certificated employees may elect to participate in an alternative evaluation
32 process that utilizes a peer coach, a self evaluation, a student evaluation and a summary
33 statement by the principal or principal's designee. The alternative evaluation process is
34 available under the following conditions:
35

- 36 3.1 The principal agrees to the evaluatee's participation and acknowledges that the
37 composite evaluation will indicate that the employee meets or exceeds the District's
38 standards. The principal may decline to allow the evaluatee's participation for any
39 reason. Declining to allow participation is not an indication that the employee does
40 not meet the District's standards.
41
42 3.2 The evaluatee agrees to complete all forms and activities established for the
43 alternative evaluation process.
44
45 3.3 The principal approves of the evaluatee's choice of a peer coach and the areas for
46 exploration and experimentation developed by the evaluatee and peer coach.
47

1 3.4 The evaluatee may discontinue the alternative evaluation process and return to the
2 standard evaluation format by notifying the principal of his/her intent to do so by
3 November 15.
4

5 The alternative evaluation process shall utilize the following procedures and timelines.
6

7 3.5 The evaluatee shall submit a written request to the principal to participate in the
8 alternative evaluation process and indicating a choice of peer coach by the end of
9 the second week of the school year.
10

11 3.6 The principal shall approve or deny the request within ten days of its receipt.
12

13 3.7 If approved, the peer coach and evaluator shall complete and submit a plan for areas
14 for exploration and experimentation by the end of the sixth week of school. The
15 principal shall approve the plan within ten days.
16

17 3.8 The evaluatee and peer coach will conduct at least two classroom observations and
18 conferences before the end of the first semester.
19

20 3.9 The evaluatee and peer coach will conduct at least one more classroom observation
21 and conference during the third quarter of the school year.
22

23 3.10 The evaluatee shall complete a self evaluation and student evaluation during the
24 third quarter of the school year.
25

26 3.11 By the last day of the third quarter of the school year, the evaluatee shall submit to
27 the principal a copy of an evaluatee and peer coach summary sheet, a self
28 evaluation and a summary of the student evaluation data.
29

30 3.12 Within twenty school days of the receipt of the above information, the principal
31 shall meet with the evaluatee to complete the principal's composite evaluation form.
32

33 The forms submitted to the principal at the end of the third quarter and the principal's
34 composite summary shall be the official evaluation for the employee and will be placed in
35 the employee's personnel file. The evaluatee may attach additional comments if desired.
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ARTICLE 12

PEER ASSISTANCE AND REVIEW

RSEA and the District are in agreement that there is no funding in place and none is expected in the future. Article 12 will be suspended at this time. We will meet to negotiate if funding returns.

1. Purpose

1.1 The District and Association agree that there is a positive benefit in allowing exemplary teachers to assist permanent teachers who need to improve their subject matter knowledge and/or their teaching strategies. Therefore, the parties agree to cooperate in the development and implementation of a peer assistance and review (PAR) program.

1.2 This article does not apply to probationary or temporary employees.

2. Definitions

2.1 Teacher – Any member of the certificated bargaining unit other than a nurse or librarian.

2.2 Participating Teacher – A unit member who either volunteers or is required to participate in the PAR program.

2.3 Consulting Teacher – An exemplary teacher meeting the requirements for selection and selected by the PAR Governance Panel to assist participating teachers.

2.4 Evaluator – The certificated administrator appointed by the District to evaluate a certificated teacher.

3. Funding

Funding received for the PAR program shall be provided in the following order of priority:

3.1 Funds necessary to operate the PAR program and provide assistance to participating teachers assigned to the program. Stipends shall be established for consulting teachers assigned to a participating teacher and for teacher members of the PAR Governance Panel.

3.2 Funds necessary to operate the BTSA program for first and second year teachers.

3.3 Funds necessary to provide assistance to participating teachers who volunteer for the PAR program.

3.4 Funds for other professional development activities for teachers.

1
2 The District and RSEA shall annually establish stipends for the PAR Governance Panel
3 chair, panel members, and consulting teachers. Only consulting teachers assigned to a
4 participating teacher will receive the full stipend. Consulting teachers not assigned may be
5 compensated for time spent in training authorized by the Governance Panel. Expenditures
6 for the PAR program shall not exceed the revenues received to operate the program.
7

8 4. Governance 9

10 4.1 A PAR Governance Panel shall govern the program. The panel shall be composed of
11 four teachers appointed by RSEA from all the permanent staff members represented
12 by RSEA and three administrators selected by the District. Teachers selected to be
13 Governance Panel members shall be permanent employees of the District with
14 evaluations that meet or exceed the District standards.
15

16 4.2 RSEA shall select the teachers best qualified to serve on the panel and represent all
17 the teachers of the District regardless of whether or not the teacher is an active
18 member of the local association. Panel members shall serve for two-year terms and
19 may be appointed to consecutive terms. For the 2000-01 school year, two of the
20 teachers and one of the administrators shall be designated as having three-year terms.
21 If the selection process for Governance Panel members is changed during future
22 negotiations regarding this article, the original terms of assignment for panel
23 members may be reviewed and altered.
24

25 4.3 When the panel is unable to reach consensus on an issue, actions may be taken on an
26 affirmative vote of the majority of the panel members.
27

28 4.4 The PAR Governance Panel shall:

- 29 a. Select a chairperson to coordinate the meetings and activities of the panel.
- 30 b. Establish rules and procedures for operation of the panel.
- 31 c. Develop forms necessary for the operation of the program.
- 32 d. Establish a procedure for the application and selection of consulting teachers.
- 33 e. Select and assign consulting teachers.
- 34 f. Determine and provide training as deemed appropriate for Governance Panel
35 members and consulting teachers.
- 36 g. Accept referrals for teachers assigned to the program due to an unsatisfactory
37 evaluation.
- 38 h. Accept or reject applications from teachers volunteering to participate in the
39 program.
- 40 i. Monitor and evaluate the work of the consulting teachers.
- 41 j. Prepare an annual report on the effectiveness of the PAR program, including any
42 recommendations for improvements.
- 43 k. Report to the Governing Board the names of individuals assigned to the program
44 who, after sustained assistance, are not able to demonstrate satisfactory
45 improvement. (Note: no report is made for volunteer participating teachers.)
- 46 l. Recommend an operating budget, by May 15, for the succeeding school year.
47
48

1 5. Mandatory Participation

2
3 5.1 A teacher who receives an overall unsatisfactory rating on her/hr annual evaluation
4 and who, as part of that evaluation, receives two unsatisfactory ratings on standards
5 one, two, three, four, and/or five of the RJUHSD summary evaluation form shall
6 participate in the PAR program.
7

8 5.2 The standards of the RJUHSD summary evaluation form shall be based on the
9 California Standards for the Teaching Profession. Standards one through five of the
10 California Standards for the Teaching Profession are directly related to subject
11 matter competence and/or teaching strategies.
12

13 6. Voluntary Participation

14
15 6.1 Teachers may volunteer to participate in the PAR program. The PAR governance
16 panel shall determine if the volunteer teacher is accepted or denied. Generally, a
17 volunteer would have a summary evaluation of “needs improvement” and be rated as
18 unsatisfactory on at least one of the five standards identified for mandatory
19 participation.
20

21 6.2 A volunteer participant may terminate participation at any time. In the event the
22 volunteer participant does not complete the year, the Governance Panel shall
23 determine the percent of stipend to be paid to the consulting teacher.
24

25 7. Consulting Teachers

26
27 7.1 The minimum qualifications for a consulting teacher include:
28 a. Permanent status with at least five years of recent teaching experience.
29 b. Demonstrated exemplary teaching ability as demonstrated by, among other
30 things, effective communication skills, subject matter knowledge, knowledge of
31 and commitment to applicable curricular goals and standards, and a mastery of a
32 wide range of teaching strategies necessary to meet student needs.
33 c. Ability to work cooperatively and effectively with other teachers and
34 administrators.
35

36 7.2 Consulting teachers shall be required to submit an application developed by the PAR
37 Governance Panel and at least two recommendations from individuals familiar with
38 the applicant’s abilities. The PAR Governance Panel shall make provisions for
39 observing the applicant’s classroom as part of the selection process.
40

41 All parts of the selection process for Consulting teachers shall be treated as
42 confidential and will not be disclosed except as required by law.
43

44 A consulting teacher will be assigned to only one participating teacher and is
45 expected to provide at least twenty-five hours of assistance each semester/term.
46 Consulting teachers are authorized up to three release days per semester/term to
47 observe and assist participating teachers.
48

1 The consulting teacher's duties include, but are not limited to:

- 2 a. Consulting with the participating teacher and evaluator to develop an individual
- 3 assistance plan.
- 4 b. Observing the participating teacher during periods of classroom instruction.
- 5 c. Holding conferences with the participating teacher following observations.
- 6 d. Arranging for the participating teacher to observe the consulting teacher or other
- 7 exemplary teachers.
- 8 e. Providing suggestions and materials related to improving the participating
- 9 teacher's subject matter knowledge and/or teaching strategies.
- 10 f. Consulting with the evaluator about any recommendations or assistance provided
- 11 by the evaluator. (Note: the Education Code establishing the PAR program
- 12 encourages a cooperative relationship between the evaluator and the consulting
- 13 teacher.)
- 14 g. Identifying and recommending training in specific teaching techniques or the
- 15 designated subject matter.
- 16 h. Maintaining a log of the assistance provided.
- 17 i. Preparing written recommendations for the participating teacher at least once
- 18 every nine weeks.
- 19 j. Preparing a final written report for the PAR Governance Panel that summarizes
- 20 the results of the teacher's participation. (Note: by statute, a copy of this report
- 21 shall become a part of the personnel file of a participating teacher receiving
- 22 mandatory assistance.)
- 23

24 8. Assistance Provided to Participating Teachers

25
26 8.1 The consulting teacher's assistance shall initially focus on the specific areas
27 recommended for improvement by the participating teacher's evaluator. The
28 participating teacher and consulting teacher, in consultation with the evaluator, shall
29 develop an individualized assistance plan. The assistance plan shall include clear,
30 written recommendations aligned with student learning and consistent with
31 Education Code 44662, the statute that governs the evaluation of teachers. The PAR
32 Governance Panel shall review the plan and the panel may modify the plan.

33
34 8.2 Specific assistance shall include, but is not limited to:

- 35 a. Multiple classroom observations and conferences with the consulting teacher.
- 36 b. Written recommendations and/or commendations by the consulting teacher at
- 37 least every nine weeks.
- 38 c. Scheduled opportunities for the participating teacher to observe exemplary
- 39 practice by the consulting teacher or other exemplary teachers.
- 40 d. Attendance at appropriate professional development activities provided by the
- 41 District.
- 42

43 9. Protections Afforded Participating Teachers

44
45 9.1 The participating teacher shall have a right to be represented by RSEA in any meetings
46 called of the PAR Governance Panel to review the teacher's progress and shall be given
47 a reasonable opportunity to present any pertinent information related to any report
48 being presented.

1 9.2 A participating teacher or the evaluator may request a specific consulting teacher or
2 submit a written objection to an assigned consulting teacher. The PAR Governance
3 Panel makes the final decision about the assignment of consulting teachers.
4

5 9.3 The participating teacher and evaluator shall each have an opportunity to review all
6 reports generated by the consulting teacher and forwarded to the PAR Governance
7 Panel. The participating teacher and evaluator may attach comments to any reports
8 submitted to the Panel.
9

10 9.4 A participating teacher shall not have access to the grievance process of the collective
11 bargaining agreement to challenge the content of reports, or decisions of the PAR
12 Governance Panel, but may file responses that shall become part of the official record
13 of participation.
14

15 9.5 The personnel office will file all records and reports, except the final summary of
16 participation for mandatory participants, separately from the individual personnel
17 records.
18

19 9.6 The participating teacher, the consulting teacher, nor the evaluator shall be present
20 during confidential deliberations of the PAR Governance Panel. The Panel may
21 request information from any of the parties involved.
22

23 10. Compensation

24

25 10.1 The first time unit members prepare presentations compensated through PAR funds,
26 the member will be paid for two hours of preparation time for each hour of
27 presentation at a rate of \$28.00/hour.
28

29 10.2 For subsequent presentations, unit members will be compensated for one hour of
30 preparation time and the actual presentation at \$28.00/hour.
31

32 11. Other Provisions

33

34 11.1 Nothing in this Article diminishes the legal or contractual rights of bargaining unit
35 members.
36

37 11.2 Nothing in this Article shall modify or affect the District's right to issue notices of
38 unsatisfactory performance and/or unprofessional conduct pursuant to Education
39 Code 44938 and the provisions of the collective bargaining agreement.
40

41 11.3 Nothing in this Article precludes the evaluator from initiating and completing the
42 evaluation process described in the collective bargaining agreement.
43

44 11.4 Nothing in this Article affects the evaluator's ability to issue verbal or written
45 communications about incidents or events related to the participating teacher's
46 fulfillment of his/her professional obligations.
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- 1 11.5 All documents and information relating to the participation in this program will be
2 regarded as a personnel matter and subject to the personnel record exemption of the
3 California Public Records Act (Government Code Section 5250, et seq.). The annual
4 evaluation of the Program's impact, excluding any information on identifiable
5 individuals, shall be subject to disclosure under the Public Records Act.
6
- 7 11.6 Unit members who perform functions as consulting teachers or panel members under
8 this Article shall have the same protection from liability and access to appropriate
9 defense as other public school employees pursuant to Division 3.6 (commencing
10 with Section 810) of Title I of the California Government Code.
11
- 12 11.7 This Article shall remain in effect for as long as the District receives the specific
13 state funding for the California Peer Assistance and Review Program. As long as
14 there are carryover funds, the PAR Panel will oversee the allocation of funds. If the
15 District does not receive any new state funding for the California Peer Assistance
16 and Review Program beyond the BTSA funds, the PAR panel will not receive any
17 stipends. This Article shall expire once there are no new or carryover funds beyond
18 BTSA, and has no force or effect without need for further action by either the
19 District or RSEA.
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ARTICLE 13

EMPLOYEE DISCIPLINE SHORT OF DISMISSAL

This Article applies to short suspensions without pay for a period not to exceed fifteen (15) workdays (“discipline short of dismissal”) and is intended to be an alternative to dismissal when other means of corrective action have failed to bring about the proper conduct or in response to an incident of serious misconduct as determined by the administration.

1. The following methods are recommended to improve performance prior to the implementation of this Article:

- 1.1 As appropriate, the district evaluation procedure;
- 1.2 Individual conference to identify the problem and necessary corrective action;
- 1.3 Written notice of possible action if concerns are not corrected;
- 1.4 Letters of reprimand to the employee's file.

It is the responsibility of the charging administrator to establish that one or more of the above procedures have been implemented prior to proposing a short suspension without pay except when the proposed suspension without pay is based on an incident of serious misconduct.

2. Causes for Disciplinary Action

- 2.1 Any grounds for dismissal of a permanent certificated employee set forth in the Education Code, violation of any regulation set forth in the California Code of Regulations, or any violation of the policy or administrative regulation of the District, or violation of any provision(s) set forth in this collective bargaining agreement.
- 2.2 Conviction of a felony or conviction of a misdemeanor involving moral turpitude is deemed to be a conviction within the meaning of this section. A plea or verdict of guilty, or finding of guilt by a court in a trial without a jury, or a conviction following a plea of nolo contendere shall be deemed to be a conviction for purposes of this Article.
- 2.3 It is understood that any causes stated above may be contained under the causes for dismissal set forth in the California Education Code and that nothing stated herein shall have any controlling effect in the event a dismissal action is initiated under provisions of the Education Code.

1 3. Written Charges

2
3 Before discipline short of dismissal is imposed upon a certificated employee, written charges shall
4 be filed with the Board of Trustees setting forth (refer to Board Policy/Administrative Regulation
5 1312.1):

6
7 3.1 The basis upon which the charges are founded

8
9 3.2 A copy of the charges shall be personally served upon the employee or mailed to
10 the employee by registered or certified mail at his/her last address known to the
11 District.

12
13 3.3 The written charges must be filed within thirty (30) business days from the date the
14 administration determines disciplinary action is warranted.

15
16 3.4 Written charges shall not be based on any cause which arose more than four (4)
17 years preceding the date of the filing of written charges unless the cause was
18 concealed or not disclosed by the employee when the employee reasonably should
19 have disclosed the facts to the District.

20
21 3.5 Pending a final decision by the Board of Trustees or until waiver of the employee's
22 right to a hearing, discipline short of dismissal documents will be maintained in a
23 file separate from the personnel file.

24
25 3.6 No discipline short of dismissal shall be based on information or material of a
26 derogatory or critical nature which has been received by the site administrator from
27 students, parents and/or citizens unless the procedures listed above have been
28 followed.

29
30 Any student, parent or citizen complaint, which may warrant discipline short of dismissal, shall be
31 reported to the unit member by the administrator receiving the complaint, within five (5) business
32 days of receipt.

33
34 Should the involved unit member believe the allegations in the complaint can be resolved by a
35 meeting with the complainant, the site administrator shall attempt to schedule a meeting with the
36 unit member, the complainant and the site administrator. At the request of the unit member, an
37 Association representative may be present at the meeting. If the complainant refuses to attend the
38 meeting, the District may consider alternatives in lieu of discipline short of dismissal or elect to
39 proceed with the filing of written charges.

40
41 4. Request for a Hearing

42
43 The employee's failure to request a hearing on the charges within ten (10) business days after the
44 written charges are served upon or mailed to him/her shall constitute waiver of the employee's
45 right to a hearing, and the Board of Trustees may act upon the charges without further notice to the
46 employee. Written charges are deemed to be served when deposited in the regular U.S. Mail to the
47 employee's last known address on file with the District.

1 5. Hearing

2
3 Upon timely request of the employee and the availability of all the parties, a hearing on the charges
4 shall be scheduled before a hearing officer, unless the Board of Trustees elects to hear the matter
5 itself. If the Board's decision is to use a hearing officer, the hearing officer's proposed decision
6 shall be submitted to the Board for final action. The charging party shall carry the burden of proof
7 in support of the disciplinary action. The charging party and the employee may call witnesses and
8 shall have the right to cross-examination and may present evidence. All questions relating to
9 definitions, procedural matters, compliance with requirements contained in this Article and the
10 admissibility of evidence shall be resolved by the Board or hearing officer and shall not be subject
11 to the grievance procedure set forth in Article 17 of this Agreement. At the conclusion of the
12 hearing, the Board or hearing officer may take the evidence under consideration for twenty (20)
13 business days before announcing its decision in the matter. The decision shall contain express
14 findings on the charges upon which the disciplinary action or penalty is based.

15
16 6. Hearing Officer

17
18 The selection of a hearing officer will be determined by the following procedure as in the order of
19 the listing:

20
21 6.1 Mutual agreement to an individual hearing officer

22
23 6.2 Request to the State Mediation and Conciliation Service for a list of five (5) persons
24 and the alternate striking of names by each of the parties until one name remains.

25
26 7. Cost of Hearing and Attorney Fees

27
28 The cost of the hearing officer and stenographic reporter shall be paid by the District. The cost of
29 preparing a transcript of the hearing shall be paid by the party requesting the transcript. Each party
30 shall pay his/her own attorney fees and other costs.

31
32 8. Discipline or Penalties Imposed by the Board

33
34 If a hearing officer is used, the Board of Trustees may (1) adopt the hearing officer's proposed
35 decision in its entirety; (2) reduce the personnel action set forth in the proposed decision and adopt
36 the balance of the proposed decision; (3) reject a proposed reduction in the personnel action,
37 approve the personnel action recommended in the written charges and adopt the balance of the
38 proposed decision; or (4) reject the proposed decision in its entirety and decide the case on the
39 record, including the transcript, with or without taking additional evidence.

40
41 9. This Article Does Not Apply to Dismissal

42
43 This Article applies only to the discipline and/or imposition of penalties upon certificated
44 employees up to, but not including dismissal. Nothing contained in this Article shall be construed
45 to limit the authority of the Board of Trustees to dismiss or not reemploy any substitute, temporary,
46 probationary or permanent certificated employee pursuant to the provisions of Section 44930, et.
47 seq. of the Education Code and future amendments thereto.

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ARTICLE 14

TRANSFER POLICY

1. A transfer is defined as the relocation of unit members between schools and/or administrative sites. Transfers fall into two categories: 1) transfers that are initiated at the request of a unit member on a voluntary basis, and 2) administrative or involuntary transfers that are initiated by the District.

2. The District and the Association encourage voluntary transfers by unit members as a means of professional development and program improvement. Therefore, unit members are encouraged to submit a written request for transfer to the Personnel Office and indicate on the Intent to Return Form requested by the Personnel Office each year any desire or interest in a change of assignment. The District will consider a transfer request prior to filling vacancies with new applicants.

3. The District shall retain the responsibility to determine when and where there is an opening, and to transfer unit members from one school site to another school site, if needed.

4. Reasons for Transfer of Personnel

There are many reasons for transfers whether they are initiated by the unit member or whether it is necessary to effect an administrative transfer. Such reasons shall relate to the needs of the educational programs. Examples of such reasons include but are not limited to the following:

4.1 Professional improvement

4.2 Instructional program requirements and improvements

4.3 Opening and closing of schools

4.4 Fluctuations in pupil enrollment

4.5 Elimination or reduction of classes in special areas or programs

4.6 Federal and State requirements

4.7 Assist in improving the performance of a teacher as documented by the site administrator, or resolve problems identified in the performance evaluation

4.8 Resolve documented personality conflicts or incidents of harassment

5. Notice of Position Openings

5.1 Position openings will be posted on the EDJOIN website at www.edjoin.org for at least fourteen (14) calendar days. The Personnel Services Department will email all district employees a link to current job openings on a regular basis throughout

1 the year. If the term is beginning in less than fourteen (14) calendar days,
2 positions may be posted “until filled”.

3
4 5.2 An opening (vacancy) is defined as a position at a school location which the
5 District has determined is to be filled by a regular probationary or permanent unit
6 member.

7
8 6. Transfers Initiated by Unit Members

9
10 6.1 Transfer of a unit member for professional improvement may take place only when
11 the requested position is available in the school site of his/her choice and the
12 request for transfer is approved by the Superintendent, or designee, and the
13 principals of the respective schools.

14
15 6.2 The filing of a Request for Transfer shall be without prejudice to the unit member
16 and shall not jeopardize his/her present assignment. The Request for Transfer may
17 be withdrawn at any time prior to official confirmation that the transfer has been
18 effected. A transfer request shall be deemed complete and in effect when the
19 respective principals, the applicant and the Superintendent, or designee concur.

20
21 6.3 Consideration for transfer shall be on the basis of the many qualifications of the
22 unit member and the needs required in the requested position as judged by the
23 administrators involved.

24
25 6.4 Transfer shall be based upon the following non-ordered criteria:

26
27 6.4.1. Credential authorization and certification.

28
29 6.4.2 Major or minor field of study, qualifications by training, and previous
30 related experience.

31
32 6.4.3 Previous involuntary transfer within the past three years

33
34 6.4.4 Instructional programs or other requirements that are unique to the school
35 (IB, AP, Health Academy, etc.)

36
37 6.4.5 Extra-curricular need

38
39 6.4.6 Documented personality conflicts or incidents of harassment

40
41 6.4.7 Performance evaluation

42
43 6.4.8 Length of service in the District.

44
45 When the other factors listed above are considered equal, length of service in the district will be
46 the determining factor.

47
48 6.5 Each unit member who applies for a transfer shall be notified in writing of the

1 approval or disapproval for the assignment request. If a unit member's request for
2 a voluntary transfer is denied, the unit member shall be granted, upon request, a
3 meeting with the administrator who denied the request to discuss the reasons for
4 denial. The unit member may request and shall receive written reasons for the
5 denial following said meeting if he/she so requests. These written reasons shall
6 become a part of the unit member's personnel file. The request shall be made
7 within fourteen (14) calendar days of the denial and the written response will be
8 delivered within fourteen (14) calendar days of the request.
9

10 7. Administrative/Involuntary Transfer
11

12 The goal of the District is to maintain highly qualified teachers in “all” classrooms. In some
13 instances, it may be necessary to transfer teachers to maintain that goal.
14

15 When it becomes necessary for the District to initiate a transfer, (except in 8.5 below) the site
16 administrator will discuss the transfer with school staff to determine if any qualified staff
17 members would voluntarily choose to accept a transfer to another school. Unit members will be
18 given at least seven (7) calendar days to consider a voluntary transfer. In the event an
19 appropriate volunteer is not obtained, an administrative transfer will be effected. The site
20 administrator will meet with the staff member(s) being considered to discuss the transfer(s) and
21 the reasons for such transfer(s). The decision for selection of involuntary transfers shall be
22 based upon the following non-ordered criteria:
23

- 24 7.1 Credential authorization and certification.
- 25
- 26 7.2 Major or minor field of study, qualifications by training, and previous related
27 experience
- 28
- 29 7.3 Instructional programs or requirements that are unique to the school (IB, AP,
30 Health Academy, etc)
- 31
- 32 7.4 Extra-curricular need
- 33
- 34 7.5 Documented personality conflicts or incidents of harassment
- 35
- 36 7.6 Performance evaluation
- 37
- 38 7.7 A shift in student population resulting in a decline or increase in enrollment at
39 grade level(s), department(s), or site(s)
- 40
- 41 7.8 Initiation or expansion of program(s)
- 42
- 43 7.9 Reduction or elimination of program(s)
- 44
- 45 7.10 Opening of a new school
- 46
- 47 7.11 When the above factors are considered equal, length of service in the District shall
48 be the determining factor.

1
2 8. In addition, a transfer to meet other legitimate educational related needs, as determined
3 by the District, may be initiated at any time by the Superintendent or designee; however, no
4 such transfer shall be made for disciplinary reasons. A unit member whose services are
5 formally evaluated as unsatisfactory may be involuntarily transferred in order to provide
6 him/her with a reasonable opportunity for improvement.
7

8 9. An involuntary transfer shall be made only after written notification including the reason
9 for the transfer and a meeting between the member of the unit involved and the principal or
10 designated representative. In the event the unit member is not available for such a meeting, a
11 certified letter shall be sent to his/her last known address. Subsequent to this official
12 notification and/or meeting, the unit member may request a review (appeal) meeting with the
13 Superintendent or designee, whose decision in the matter is final. When an involuntary transfer
14 occurs, the teacher will be provided with five (5) days' notice prior to the transfer date, with the
15 exception of mid-year new hires and start-of-school-year transfers necessitated by
16 enrollment/staffing balancing during the first ten (10) days of school.
17

18 10. The staff member transferred to another school will be given every consideration in
19 returning to his/her former school providing such an assignment is available and provided it is
20 in the best interests of the involved schools' educational programs and is requested by the
21 transferred staff member.
22

23 11. Unit members who are transferred voluntarily or involuntarily during the school year
24 shall be allowed up to two (2) days of paid released time for preparation prior to the effective
25 date of transfer. The District shall provide assistance in the moving of a unit member's material
26 whenever a unit member is transferred.
27

28 12. Unit members returning from leave shall be afforded all rights provided under this
29 section.
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ARTICLE 15

SUMMER SCHOOL TEACHER SELECTION

1. The "right to hire" employees is a right granted to the District by Education Code as well as Article 3, District Rights and Powers of this Contract.
2. The selection and assignment of summer school teachers for employment recommendation to the Board of Trustees shall be made by the summer school principal with the concurrence of the Superintendent.
3. Selection and assignment shall be based upon the rotation of established rosters and the acceptability of applicants.
4. Summer school roster positions shall be advertised within the District for a minimum of ten (10) school days. Applicants must apply in writing on or before the stated deadline.
5. Unit members must apply for roster placement on the District summer school application form. Applications must be submitted to the Personnel Office on or before the tenth school day following posting.
6. The selection process shall be as follows:
 - 6.1 A roster of unit members shall be established. This list shall be maintained by department, districtwide, and initial position on the list shall be determined on the basis of seniority within the District. The list shall be updated on or before the last school day in March of each school year for application to the next summer school selection. The Assistant Superintendent, Personnel shall establish and maintain the roster. Teachers may place their name on a departmental roster in any area they are certified to teach in, including major/minors (if certified) and areas of recent (within the last four [4] years) experience if credentialed in such area.
 - 6.2 Only those unit members with proficient or distinguished evaluations by the District shall be eligible for placement on the summer school roster.
 - 6.3 In preparing the initial roster, the District shall submit unit member names in the areas of their major/minor. In order to be placed, the unit member must have had experience teaching within the last four (4) years.
 - 6.4 In the establishment of staffing for summer school sessions the District shall offer first employment to those unit members at the top of each subject area roster. In the event the unit members accept employment as offered, their names will rotate to the bottom of the eligibility roster. The District shall make an effort to assign a full summer session (two periods) to each unit member selected as a part of this process.
 - 6.5 A unit member shall be dropped from or not added to the roster by:

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6.5.1 Receiving an unsatisfactory evaluation in either regular or summer session.

6.6 Any unit member shall be dropped from the roster for:

6.6.1 Failing to accept an offer of employment within ten (10) school days after the offer is formally made.

6.7 A unit member dropped from the roster for any of the above stated reasons may apply for return to the list at the March list establishment for the following year. When such unit member's name is placed on the list(s), it shall be placed last on the department list(s) requested. Unit members being returned or added to the eligibility lists during March roster update shall be placed on the basis of years of service in the District.

7. Tentative summer school assignments shall be made by May 15.

8. In the initial preparation of departmental eligibility lists and in all succeeding March updates, seniority within the District shall determine placement position (refer to Section 3 above). In the event that two or more unit members are equal in length of service in the District, placement will be determined by lot conducted by the Assistant Superintendent, Personnel, or designee.

9. In the event that no qualified unit member volunteers to teach summer school, the District may hire a summer school teacher from outside the Unit.

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ARTICLE 16

EFFECT OF CONTRACT

1. It is understood and agreed that the specific provisions contained in this Contract shall prevail over any past District practice or procedure and shall prevail over state law to the extent permitted by state law. In the absence of a specific provision of this Contract, any past practice or procedure is hereby declared to be discretionary on the part of the District.

2. It is further understood and agreed that to the extent benefits provided hereunder are mandated by state law, such benefits are not in addition to those prescribed by law but rather are incorporated herein for the convenience of the parties.

3. Should any Article, section, or clause of this Contract be declared illegal by a court of competent jurisdiction, said Article, section, or clause, as the case may be, shall be automatically deleted from this Contract to the extent that it violates the law. The remaining Articles, sections, and clauses shall remain in full force and effect for the duration of the Contract if not affected by the deleted Article, section, or clause.

4. Any individual contract between the Board and an individual member of the unit shall be subject to and consistent with the terms and conditions of this Contract. If an individual Contract contains any language inconsistent with this Contract, this Contract, during its duration, shall be controlling.

5. There shall be two (2) signed copies of the final Contract for record keeping purposes. One shall be retained by the District and one by the RSEA.

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ARTICLE 17

GRIEVANCE PROCEDURE

1. The purpose of the Article is to provide a procedure for the consideration of grievances pertaining to a Contract dispute which is defined as an alleged violation, misapplication, or misinterpretation of the specific provisions of the Contract by a member of the unit.

2. This grievance procedure applies only to items covered in this Contract, except that a grievance may not be filed on the content of an evaluation of a member of the unit, or on the District's rights and powers.

3. A member of the unit may present a grievance relating to a Contract dispute to the District and have such grievance adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Contract. The District shall not agree to the adjustment or resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.

4. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate administrative level. The District and the Association agree that every effort will be made by management and the aggrieved party to settle grievances at the lowest possible level outlined in Section 12.0. In as much as dissatisfactions and disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably upon a unit member's good standing, performance, loyalty, or desirability to the District. Members of the unit, unit representatives, and all other persons involved in the presentation of a grievance, will be free from restraints, interference, coercion, discrimination, or reprisal.

5. Failure by the administration to adhere to deadlines in this grievance procedure shall mean the grievant may move the grievance to the next step (higher level). Failure of the unit member to adhere to the submission deadlines in this grievance procedure shall mean that the unit member is satisfied with the District's response at the previous step and waives any right to further appeal. However, nothing prevents the parties from extending the dates by mutual agreement.

6. Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor.

7. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

8. Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the school day, any unit member and a representative of the Association required by either party to participate as a witness or grievant in such meeting, or hearing, shall be released from regular duties without loss of pay for a reasonable amount of time.

1 9. When a grievance has been filed by a member of the unit, the grievant may terminate the
2 grievance at any time by giving written notice to the District. Failure of the grievant to attend
3 meetings scheduled by the District to discuss the grievance or to provide requested information at
4 the grievant's disposal relating to the subject matter of the grievance, shall be deemed a termination
5 of the grievance by the member of the unit. The District shall give written notice of such
6 termination to the unit member.

7
8 10. The grievant has the right to have a representative present at any step of the grievance
9 procedure. The grievant, however, must be present at each step of the grievance procedure.

10
11 11. Definitions

12
13 11.1 Day: A day on which the District Office is normally open for business.

14
15 11.2 Grievance: A grievance is a complaint by a member of the unit that there has been
16 an alleged violation, misapplication or misinterpretation of the specific provisions
17 of this Contract.

18
19 11.3 Grievant: A grievant is a District unit member covered by this Contract who is
20 filing a grievance.

21
22 11.4 Immediate Administrator: An immediate administrator is the administrator having
23 immediate jurisdiction over the unit member who is filing the grievance.

24
25 11.5 Representative: A representative is a fellow unit member, unit organization, or
26 legal counsel who participates in the grievance procedure.

27
28 12. Informal Resolution

29
30 Any member of the unit who believes he/she has a grievance shall schedule a verifiable meeting to
31 present the grievance orally to his/her immediate administrator within ten (10) working days after
32 the grievant knew, or reasonably should have known, of the circumstances which form the basis for
33 the grievance. Failure to do so will render the grievance null and void. The immediate
34 administrator shall schedule a second meeting with the grievant to discuss and attempt to resolve
35 the matter within ten (10) working days after the first oral presentation of the grievance. It is the
36 intent of the two informal oral meetings that the grievant be able to present his/her grievance, that
37 the administrator understand the grievance that is being presented, and that the administrator be
38 able to review the grievance and issue an oral decision at the second information meeting between
39 the aggrieved unit member and the immediate administrator.

40
41 13. Grievances that are not settled during the information resolution shall be processed in
42 accordance with the following steps:

43
44 13.1 Step 1: If the grievance is not settled during the two (2) informal oral discussions
45 and the member of the unit wishes to pursue the grievance, the unit member shall
46 present the grievance in writing to the immediate administrator within ten (10)
47 working days after the oral discussions and decision by the immediate
48 administrator. The immediate administrator shall respond in writing within ten (10)

1 working days after receipt of the grievance. The written grievance submitted by the
2 grievant shall include:

3
4 13.1.1 The grievant must submit in writing a description of the specific grounds of
5 the grievance including names, dates, and places necessary for a complete
6 understanding of the grievance.

7
8 13.1.2 A listing of the provisions of this Contract which are alleged to have been
9 violated, misinterpreted, or misapplied.

10
11 13.1.3 A listing of the reasons why the immediate administrator's proposed
12 resolution of the problem is unacceptable.

13
14 13.1.4 A listing of specific actions requested of the District to remedy the
15 grievance.

16
17 13.2 Step 2: If the grievance is not resolved at Step 1, the grievant shall, within ten (10)
18 working days after receipt of the immediate administrator's written decision,
19 present the grievance in writing to the Assistant Superintendent, Personnel
20 Services. Within ten (10) working days from the receipt of the grievance, the
21 Assistant Superintendent, Personnel Services shall meet with the grievant on the
22 grievance in an effort to resolve the grievance. The Assistant Superintendent,
23 Personnel Services shall make a written disposition of the grievance within ten (10)
24 working days after the meeting with the grievant and return it to the grievant.

25
26 13.3 Step 3: If the member of the unit is not satisfied with the disposition of the
27 grievance at Step 2, the grievant and the Association shall, within ten (10) working
28 days, request in writing that the District seek a mediator from the California State
29 Mediation and Conciliation Service to assist the parties in resolving the grievance.
30 The appointed mediator shall meet with the parties as soon as the schedules of the
31 parties and the mediator permit.

32
33 13.3.1 If a settlement is reached, the settlement shall be reduced to writing. The
34 settlement shall not establish a precedent unless mutually agreed by all of the
35 parties.

36
37 13.3.2 If the grievance has not been settled after two mediation sessions, or if the
38 mediator closes the matter after one session, the grievant and the Association may
39 move to Step 4 of the grievance procedure.

40
41 13.4 Step 4:

42
43 13.4.1 If a grievant is not satisfied with the disposition of the grievance at Step 2
44 and the matter was not resolved in mediation at Step 3, the Association may
45 request, in writing, a hearing before an arbitrator. Such request shall be
46 filed in writing in the office of the Superintendent within ten (10) working
47 days after the completion of mediation at Step 3.

1 13.4.2 The arbitration proceedings shall be conducted by an arbitrator to be
2 selected by the Association and the Superintendent within seven (7)
3 working days after said notice is given. If the two parties fail to reach
4 agreement on the arbitrator within seven (7) working days, the California
5 State Mediation and Conciliation Service will be requested to supply a list
6 of five (5) names. Each party will alternately strike from the list until only
7 one name remains. The order of striking will be determined by lot. The
8 District and the grievant will share equally any payment for the services and
9 expenses of the impartial advisory arbitrator in the event there are any costs.

10
11 14. Powers of the Arbitrator
12

13 It shall be the function of the arbitrator to make a recommendation to the Board of Trustees, the
14 Superintendent, and the grievant, to resolve the grievance. The arbitrator shall be subject to the
15 following limitations:
16

17 14.1 The arbitrator shall have no power to add to, subtract from, disregard, alter, or
18 modify any of the terms of this Contract.
19

20 14.2 The arbitrator shall have no power to establish salary structures or change any
21 salary.
22

23 14.3 The arbitrator shall have no power to recommend or resolve any of the following:
24

25 14.3.1 The termination of services of or failure to reemploy any unit member to a
26 position on the extra-curricular schedule
27

28 14.3.2 The placing of a member of the unit on probation
29

30 14.3.3 Any claim or complaint for which there is another remedial procedure or
31 course established by law or by regulation having the force of law,
32 including any matter subject to the procedures specified in the Education
33 Code
34

35 14.3.4 Any matter involving unit member evaluation, except a remedy as the result
36 of failure to comply with evaluation procedure set forth in this Contract
37

38 14.4 The arbitrator shall have no power to change any practice, rule, or any action taken
39 by the District.
40

41 14.5 If either party disputes the arbitrability of any grievance under the terms of the
42 Contract, the arbitrator shall have no jurisdiction to act until the matter has been
43 determined by a court of competent jurisdiction.
44

45 In the event that a case is appealed to an arbitrator on which he/she has no power to
46 rule, it shall be referred back the parties without decision or recommendation on its
47 motive.
48

1 14.6 The fact that the grievance has been considered by the parties in the preceding steps
2 of the grievance shall not constitute a waiver of jurisdiction limitations upon the
3 arbitrator in this Contract.
4

5 14.7 Either party may request a certified court reporter to record the entire arbitration
6 hearing. The cost of the services and expenses of such court reporter shall be paid
7 by the party requesting the reporter or shared by the parties if they both mutually
8 agree. If the arbitrator requests a court reporter, then the costs shall be shared by
9 both parties. The court reporter shall deliver a copy of the proceeding to each party
10 within fifteen (15) working days.
11

12 14.8 Upon receipt of the recommendation of the arbitrator, the Board of Trustees shall
13 direct that the recommendation be placed upon the Board's closed session agenda
14 for consideration at its next regular meeting.
15

16 The grievant, the Superintendent, the Association, and any other member of the unit
17 directly affected, shall be entitled and may request in writing to appear in person or
18 by representative to address the Board regarding the pending matter. After the
19 Board has heard any such comments and without taking additional evidence, the
20 matter shall be submitted for decision by the Board, which decision shall be final.
21

22 15. Hearings held under this procedure shall be conducted at a time and place which will afford
23 a fair and reasonable opportunity for all persons entitled to be present to attend. Such hearings
24 shall be conducted during non-classroom hours, unless there is mutual agreement for other
25 arrangement. The District and the party are responsible for the payment of their own
26 representatives and witnesses involved in any grievance meeting.
27

28 16. If the grievance arises from an action of authority higher than the principal of the school,
29 the employee may initiate Informal Resolution (Section 12 above) by meeting with the Assistant
30 Superintendent, Personnel Services. If the grievant is not satisfied with the Assistant
31 Superintendent's informal response, the grievant may present the grievance in writing at Step 2 of
32 this procedure.
33

34 17. Time limits provided in this Contract may be extended by mutual agreement of both parties
35 confirmed in writing by the District. Failure by the District at any step of this procedure to
36 communicate the decision on a grievance within the specified time limit shall permit the grievant to
37 lodge an appeal at the next step of this procedure. Any grievance not advanced to the next step
38 within the time limits of the Contract shall be deemed resolved by the District's answer at the
39 previous step.
40

41 18. Nothing contained herein shall deny to any member of the unit his/her rights under state or
42 federal constitutions and laws. No probationary unit member may use the grievance procedure in
43 any way to appeal discharge, or a decision by the District not to renew his/her contract. No tenured
44 member of the unit shall use the grievance procedure to dispute any action by the District which is
45 applicable to the state tenure laws. No unit member shall use the grievance procedure to appeal
46 any decision of the District or administration if such decision is applicable to a state or federal
47 regulatory commission or agency.
48

1 **ARTICLE 18**

2
3 **INDEPENDENT STUDY TEACHERS**

4
5 The following terms and conditions for employment apply to unit members assigned to
6 Independence High School or to any future site designated as an independent study school.

7
8 Independent study teachers included in the bargaining unit shall only be entitled to those rights
9 under the collective bargaining agreement specified below:

10		
11	Article 1	Recognition
12	2	Negotiating Procedures
13	3	District Rights
14	4	Association Rights
15	6	Health Benefits
16	8	Leaves (with the exception of Section 12, Sabbatical Leaves)
17	9	Safety
18	11	Evaluation
19	13	Employee Discipline
20	14	Transfer Policy
21	16	Effect of Contract
22	17	Grievance Procedure
23	18	Independent Study Teachers
24	19	Savings
25	20	Term of Contract
26		

27 Independent study teachers shall be paid 96% of the regular Teachers Salary Schedule as approved
28 by the Board of Trustees with the same steps and columns. (See salary schedule 15 &16.)
29 Permanent independent study teachers shall be paid on a twelve month basis.

30
31 Full-time independent study teachers shall be assigned thirty-two (32) student contact hours and
32 eight (8) hours for preparation/professional duties per five-day week.

33
34 Part-time independent study teachers shall be assigned one (1) hour for preparation/ professional
35 duties per five (5) student contact hours.

36
37 Independent study teachers, employed for a 184-day work year, shall be paid on a twelve (12)
38 month basis.

39
40 Permanent part-time teachers are entitled to the number of hours of employment that were
41 specified in the permanent employment offer. The hourly rate of pay is computed by dividing the
42 annual salary by the product of eight hours times the number of days in the teacher work year.
43 Refer to salary schedule 15 & 16.

44
45 Non permanent part-time, partial year, and retired independent study teachers are employed on an
46 hourly basis as temporary employees. A temporary employment offer letter shall specify a
47 minimum number of hours of employment per week.

1
2 Once assigned, the hours may not be reduced for the remainder of the school year.

3
4 If the principal adds hours per week beyond the initial assignment, the hours may not be reduced
5 for the remainder of the school year.

6
7 When additional hours become available, the principal shall consider the following in assigning
8 such hours to specific partial day or partial year independent study teachers:

- 9
10 a. The subject area need of the student(s)
11 b. The credential authorization and subject area experience of the teacher
12 c. The other support needs of the student, as determined by the principal
13 d. The performance evaluation of the teacher
14 e. When the above factors are considered equal, length of service in the independent study
15 program shall be the determining factor.

16
17 A unit member may request a review of the principal's decision to add hours to another unit
18 member with less length of service in the independent study program. The superintendent or
19 designee, whose decision shall be final, will consider the criteria listed above.

20
21 Hours assigned to part-time or partial year independent study teachers at the beginning of each
22 school year may vary from the hours assigned at the end of the previous year. Start dates for
23 returning partial day or partial year unit members may also vary depending on student enrollment.

24
25 In the event the student enrollment declines by ten or more percent at any given time during the
26 school year, the District and RSEA shall meet to discuss layoffs or a reduction in hours, as
27 appropriate.

28
29 Independent study teachers will earn a year of credit for advancement on the salary schedule for
30 each school year they work at least 720 hours. Part-time or partial year independent study teachers
31 may accumulate hours for advancement on the salary schedule over a maximum of three school
32 years. Hours accumulated in a school year or years may only be used once for advancement on the
33 salary schedule.

34
35 Benefits:

36
37 Independent study teachers shall be entitled to health and welfare benefits based on the following
38 schedule:

<u>Hours per Week</u>	<u>Employer Contribution</u>
0 - 15	Benefits not available
16 - 20	50%
21 - 25	75%
26+	100%

39
40
41
42
43
44
45 Benefits will be paid through the summer for continuing unit members based on the percentage of
46 employer contribution provided in May. The percentage of benefits will be adjusted at the
47 beginning of the school year based on the hours per week at the time of reemployment. The
48 percentage of coverage may vary on a monthly basis based on the previous month's entitlement.

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ARTICLE 19

SAVINGS

If any provision of this Contract or any application thereof to any member of the unit is held to be contrary to law, then such provisions or applications will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

BENEFITS APPENDIX – RSEA CONTRACT

Updated July 1, 2020

The District provides the following:

Health Benefits – The District provides a \$920 allowance (effective July 1, 2020) toward the monthly premium costs of the following plans. This equates to an annual health cap of \$11,040.

2020-2021 RATES

Sutter Health, Western Health Advantage and Kaiser Plans

For all Active RSEA Employees - .50 FTE or greater

	SIG Code	Employee Only	Employee + Spouse	Employee + Children	Employee + Family
Sutter Health Plus HMO*	SHHMO	\$843.00	\$1685.00	\$1281.00	\$1980.00
Sutter Health High Ded HMO with HSA* (\$1,500/\$3,000)	SHMID	\$601.00	\$1199.00	\$912.00	\$1408.00
Sutter Health High Ded HMO with HSA* (\$2,500/\$5,000)	SHHDP	\$532.00	\$1062.00	\$808.00	\$1247.00
Western Health Advantage HMO*	WHHMO	\$770.00	\$1539.00	\$1170.00	\$1808.00
Western Health Advantage High Ded with HSA (\$1,800/\$3,600)*	WHMID	\$580.00	\$1156.00	\$877.00	\$1350.00
Western Health Advantage High Ded with HSA (\$2,800/\$5,600)*	WHHDP	\$492.00	\$981.00	\$744.00	\$1144.00
Kaiser HMO Plan (for RSEA) (\$20 Copay/\$10 Generic Rx/\$25 Brand Rx) with Optical and Chiropractic	600559E	\$823.00	\$1645.00	\$1250.00	\$1932.00
Kaiser High Ded Plan with HSA* (\$2,000/\$4,000)	2214B	\$565.00	\$1127.00	\$858.00	\$1324.00

NOTE: The Kaiser HMO plan is the only plan that includes vision coverage. For all other plans, an employee may elect to purchase employee only vision coverage through Vision Service Plan for an additional \$9.10/month. Spouse and/or dependent vision coverage is not available.

Dental – All district employees who select a district health plan are entitled to Delta Dental coverage for themselves and their family at no cost to the employee. Per visit costs range from 0% to 30%. The plan covers a maximum of \$1,700 per calendar year with Delta Dental PPO dentists.

Life Insurance – The District pays the total premium cost for a \$70,000 group life insurance policy for the employee. Supplemental life and disability insurance policies will be made available at the employee's expense.

Section 403(b) Plan – The District provides for the administrative services of employees' 403(b) plans (tax sheltered annuities) for those employees who elect to participate in these plans.

Section 457(b) Plan – The District provides for the administrative services of employees' 457(b) plans (deferred compensation plans) for those employees who elect to participate in these plans.

Section 125 Plan – The District provides administrative services to provide pre-tax medical reimbursement, health insurance premiums, and dependent care for each employee who elects these benefits.

Health Savings Account – The District provides for the administrative services of employees' health savings accounts for those employees who qualify and who elect to participate.

NOTE: The above is intended to be a brief summary for informational purposes. Actual costs and benefits are refined as each employee exercises options, either at in-processing or during open enrollments.