

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**ROSEDALE UNION SCHOOL DISTRICT**

**AND THE**

**ROSEDALE TEACHERS  
ASSOCIATION/CTA/NEA**

**2021-2024**

Revised October, 2022

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### **APPENDICES**

- A CERTIFICATED SALARY SCHEDULE 2022-2023
- B CERTIFICATED EVALUATION FORM
- C GRIEVANCE FORM

## **ARTICLE 1**

### **PREAMBLE**

- A. The articles and provisions contained herein constitute a bilateral and binding agreement by and between the ROSEDALE UNION SCHOOL DISTRICT ("District") and the ROSEDALE TEACHERS ASSOCIATION/CTA/NEA ("Association"), an employee organization.

## **ARTICLE 2**

### **RECOGNITION**

- A. The District acknowledges that the Association is the Exclusive Representative for all certificated employees in the Rosedale Union School District except management, supervisory, confidential employees, the District Nurse, and day to day substitutes.
- B. The District shall consult with the Association prior to designating a position as management, supervisory, or confidential.
- C. Nothing herein shall be construed to limit the ability of each party to seek adjustments in the unit(s) through procedures established by the Public Employment Relations Board ("PERB").

## **ARTICLE 3**

### **ASSOCIATION RIGHTS**

- A. The Association shall have the right to use school facilities and equipment, including but not limited to the following: school bulletin boards, mailboxes, meeting rooms, computers, copying machines, communications equipment, and use of the school facilities for association meetings unless the facility has already been reserved for other purposes. For the purposes of this paragraph, the president of the Association or person designated in writing by the organization shall make all requests for use of facilities. The District shall be reimbursed at District cost for Association representatives' usage of office equipment.
- B. Any member of the Association may voluntarily sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments for the Association. Upon receipt of such notice, the District shall deduct one tenth of such dues from the regular salary check of the employee each month for 10 months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. The District shall promptly remit sums deducted to the Association.
- C. The Association shall be granted six days of leave per year (the District will pay the employee and, if necessary a substitute for three of the six days the Association, the other three days) to be utilized for Association business. However, this leave shall not be utilized in preparation for or the participation in a work slowdown, work stoppage, and/or strike.
- D. Upon written request, the District shall furnish the Association with one copy of public documents in its possession which reasonably relate to negotiations and the Association's role, except those documents between the District and its negotiator or the District and its legal counsel.
- E. Agents of the Association shall have access to employees at times which do not interfere with the efficient operation of employee performance as determined by the District.
  - 1. Employees who are officers, agents, or representatives of the Association shall notify the site administrator of their presence when they are on a site other than their regularly assigned site.
  - 2. Nonemployee officers, agents, or representatives of the Association shall check in at the site office and request clearance to contact employees.
  - 3. Contacts with employees by the Association President and/or designee shall be permitted during breaks.

- F. The District shall provide the Association President with one copy of the completed Board of Trustees meeting agenda and minutes, except for materials that are for closed sessions.
- G. Each employee covered by this Agreement shall be provided by the District with a digital copy of this Agreement within 30 days of ratification by the parties.

## **ARTICLE 4**

### **DISTRICT RIGHTS**

- A. It is agreed and understood that the District retains all rights, powers, prerogatives, privileges, duties, and authority vested in it by any source whatsoever, including the Constitution of the State of California, the Constitution of the United States, state and federal laws and regulations, and school district policies, to manage, to control, and to direct the operations and affairs of the District, and to take whatever action necessary to maintain operations in situations of emergency.
- B. The exercise of the rights, powers, prerogatives, privileges, duties, and authority by the District, the adoption of policies, rules regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement.
- C. There shall be no grievance filed alleging a violation of the terms of this Article unless it is alleged that the exercise or failure/refusal to exercise any reserved right, power, prerogative, and/or authority has resulted in an alleged violation of another Article of this Agreement.

## ARTICLE 5

### EMPLOYEE COMPENSATION

#### Compensation Provisions

- A. Certificated Salary Schedule shall be maintained through the term of the contract.
- B. Other compensation.
1. Longevity Pay
    - a. At twenty (20) accredited years of experience, a longevity bonus of \$1,300.00 will be applied.
    - b. At twenty-two (22) accredited years of experience, a longevity bonus of \$1,300.00 will be applied.
    - c. At twenty-four (24) accredited years of experience, a longevity bonus of \$1,720.00 will be applied.
    - d. At twenty-six (26) accredited years of experience, a longevity bonus of \$1,720.00 will be applied.
    - e. At twenty-eight (28) accredited years of experience, a longevity bonus of \$2,150.00 will be applied.
    - f. At thirty (30) accredited years of experience, a longevity bonus of \$2,150.00 will be applied.
  2. Extra duty pay shall be \$50/hour for Summer School. Extra duty pay shall be \$40/hour for Afterschool Intervention/Enrichment and Home/Hospital Instruction. Extra Duty Pay shall be \$35/hour for curriculum planning, Professional Development, Homework Club, Study Hall, Afterschool Detention, and Middle School Prep coverage.
  3. Camp Keep: \$85/day.
  4. Stipends:

Master's Degree (Advanced Degree)	\$1,200.00
Doctorate Degree (Advanced Degree)	\$1,200.00
Dean (Training/Mentoring Teachers)	\$1,700.00
Technology Mentor/Coach (Training/Mentoring Teachers)	\$1,500.00
Lead Speech Pathologist (Training/Mentoring Teachers)	\$1,700.00
Special Education Teacher (Credential/Hard to Fill Position)	\$1,500.00
Program Facilitator- Special Ed (Training/Mentoring Teachers)	\$1,500.00
Middle School Yearbook Advisor (Outgrowth) (paid by Student Funds)	\$2,500.00
ELOP Site Coordinator (Outgrowth) (paid by ELOP)	\$1,700.00
Support Provider (Induction/PIP/STSP/GELAP/Intern/Waiver)	\$1,500.00 <sup>(1<sup>st</sup>)</sup>
	\$1,200.00 <sub>(each additional)</sub>
- C. A parttime employee will be paid proportionally to the number of minutes of service required to the number of minutes served by a fulltime employee.



## ARTICLE 6

### HEALTH AND WELFARE BENEFITS

Effective October 1, 2022, the following shall apply:

- A. The Employer shall provide the health and welfare benefits specified below on behalf of full-time employees. The Employer's monthly contribution for each of the specified insurances shall be the amounts specified by the insurance providers.

Premium increases from 2022-2023 and future years shall be calculated as part of the total compensation package for certificated employees which shall include the following:

1. Step and Column Costs
2. Health and Welfare Premium Costs
3. Salary Schedule Increases
4. Stipend and/or Hourly Rate Increases

1. Health Insurance. The Employer shall provide medical insurance for each eligible employee and eligible dependent(s).
  - a. The insurance plan shall be PBC 90 C \$20. The deductible levels shall be \$200 per individual/\$500 per family with a separate \$200.00 for individual and \$500.00 for family brand name drugs. The maximum co-insurance is \$1,000.00 per individual and \$3,000.00 per family. Any premium increases above the Employer's total 2022-2023 Health Insurance contribution amount (\$1,452.00) shall be paid each month by the participating eligible employee through payroll deduction unless mutually agreed otherwise during the negotiation process between the Employer and the Association.
  - b. Prescription Drug Card – Prescription Drug Card shall be Deductible Plan 10-35 with a separate \$200.00 for individual and \$500.00 for family for brand name drugs. The deductible is per individual up to a family maximum.
2. Dental Insurance. The Employer shall provide dental insurance, which will include the choice of two programs as listed below:
  - a. Delta Traditional with an annual maximum of \$1,500, excluding orthodontia for each eligible employee and eligible dependent(s).
  - b. Delta DPO with an annual maximum of \$3,000.00 adding orthodontia (50/50 co-pay, \$1,000.00 maximum for adults and dependent children).
3. Vision Insurance. The Employer shall provide vision insurance through VSP Plan B with a \$15-\$25 deductible for each employee and eligible dependents.

4. Life Insurance. The Employer shall provide each eligible employee who works four or more hours per day, five days per week, 180 days or more per year, with term life insurance in the amount of \$25,000.
- B. Parttime Employee's Benefits. Parttime employees' benefits shall be prorated. However, an employee must be employed at least four hours per day, five days per week, 180 days or more per year, in order to qualify for the Employer's prorated benefits.
- C. Employees shall be enrolled in the insurance programs on the first day of the month following the date of employment. Employees who terminate employment at the end of the school year will continue to receive coverage at District expense until August 31. Employees who have been laid off pursuant to the provisions of Education Code section 44955, and who have not been returned to paid status by September 1 of the year of layoff, will be provided with health and welfare benefits until September 30 of the year of layoff or until August 31 if employment in another District or occupation is attained. If the employee is hired, and health and welfare coverage begins before the next September 30, the District has no further obligation to provide coverage. Employees who are employed subsequent to the first day of the school year will have the aforementioned insurance programs commence as soon as the insurance provider(s) allows.
- D. District employees who retire at age 55 to 65 and who have completed 15 or more years of continuous service with the District will be provided with the Blue Cross medical benefits provided to active employee and spouse until their 65<sup>th</sup> birthday.
- E. The parties recognize that the provisions of the Consolidated Omnibus Budget Reduction Act of 1985 ("COBRA") are applicable to unit members. As such, unit members are governed by the rights and responsibilities set forth in the law.

## **ARTICLE 7**

### **HOURS OF EMPLOYMENT**

- A. The length of the teacher's workday, including instructional time, preparation time, lunch, relief periods, and time required before and after school shall be seven hours and thirty minutes. Current work hours the hours are:
1. Elementary Schools: 7:40 a.m. to 3:10 p.m.
  2. Middle or Junior High Schools: 8:00 a.m. to 3:30 p.m.
  3. Pre-K Classrooms: 7:40 a.m. to 3:10 p.m.
  4. The District may adjust the beginning and ending time of the teacher's workday by a maximum of 30 minutes but in no event shall the teacher's workday be more than seven hours and thirty minutes. The 30 minute adjustment will be based on the hours reflected below.
    - a. Elementary Schools: 8:00 a.m. to 3:30 p.m.
    - b. Middle or Junior High Schools: 7:30 a.m. to 3:00 p.m.

The District shall be entitled to require teachers to engage in a reasonable number of extracurricular duties, which relate to the school's programs for which teachers shall receive no additional compensation extending beyond the teacher's workday.

- B. All teachers shall be provided with a duty free lunch period of at least 30 minutes. The lunch period is normally scheduled for 40 minutes for elementary and 50 minutes for the middle school. The lunch period may be reduced by up to 10 minutes at any school by agreement between the school staff and site principal. Agreement by school staff must be in the form of a majority vote at a faculty meeting with an Association site representative present.
- C. Student Minimum days shall be as follows:
1. Holidays: The day before Thanksgiving, Winter break, Spring break, and the last day of student attendance. Dismissal on these days shall be 12:35 p.m. for students in grades 1-6 and 1:00 for students in grades 7 and 8. (based on current hours referenced in Section A).
  2. Conferences:  
Elementary schools: 5 days (first quarter) and 1 day (third quarter). (Student dismissal time for grades 1-6 will be 12:35 p.m. (based on current hours referenced in Section A).
  3. Open House/Get Connected Night: Early dismissal times on days of Open House/Get Connected Night at all sites shall be for students only. Teachers may leave when duties are completed no earlier than 2:35 pm (elementary) and 3:00 pm (middle school).
  4. Back to School Night: Teachers may leave when duties are completed no earlier than 2:35 pm (elementary) and 3:00 pm (middle school).

- D. Wednesday Early Release: Fourth - Sixth grade teachers: Wednesdays shall be early release so teachers have additional planning time, as long as this practice does not compromise state required instructional minute's requirement. Middle School Teachers: Wednesdays shall be early release for additional prep time. Time is banked from section B lunch time (40 minute lunch). In the event Wednesday release days are permanently eliminated, the banked time will be added back to lunch (50 minutes). Staff meetings at each site may be scheduled one Wednesday per month.
- E. Teachers may leave their school campus on Friday when the teacher's students are released provided all professional duties have been completed for the day. Morning Kindergarten teachers may not leave prior to the primary teacher's release time. 4th-6th grade teachers and afternoon Kindergarten teachers may leave school campus on Monday when the teacher's students are released provided all professional duties (including IEP's and PLC meetings) have been completed for the day. On holiday minimum days all teachers may leave their school campus when the teachers' students are released provided all professional duties have been completed.
- F. Returning employees shall be on duty for 184 workdays per school year (180 student days). New employees may be on duty up to 189 workdays per school year (180 student days) during their first year of employment as determined by district need. Counselor workdays shall be 195 workdays per school year. The Speech Pathologist assigned to C to B shall be 194 workdays. Beginning the 23-24 school year the Curriculum Specialists shall be 195 workdays per school year.
- G. In the event weather conditions result in a shortened or canceled day for students, an employee shall not, without good cause, be subject to discipline or reprimand if the employee is delayed in arriving at the school one hour before students arrival time.
- H. Middle school or junior high school unit members shall have one teaching period per day as a planning period. Additional planning time shall be the time in the morning before instruction begins, and the time following the end of the class instruction.
- I. Elementary school unit members' planning time shall be the time in the morning before instruction begins, and the time following the end of the class instruction. The District can occasionally utilize this time for inservice or staff meetings.
- J. Only the teacher may make parent conference appointments during any time that scheduled class instruction is not in progress. This does not relinquish teacher responsibility to hold a parent conference.
- K. Staff and inservice meetings shall normally be held during the teacher's workday, but not on Fridays unless mutually agreed otherwise between the on-site administrator and the teachers at that school site. Agreement by school staff must be in the form of a majority vote at a faculty meeting with an Association site representative present.
- L. The total number of instructional minutes for every grade level shall be the as follows:  
Kindergarten: 205 minutes

First - Third: 290 minutes  
Fourth – Eighth: 340 minutes

In the event that Federal or State law changes, or if the Legislature enacts, repeals or modifies sections of the Education Code, or if the District requirements to meet its state required instructional minutes are not being met, the District agrees to notify the Association that the provisions under this Article in this Agreement will be modified in order to be in compliance with law and agrees to negotiate the modifications on demand by the Association until agreement, exhaustion of impasse or a business necessity (as defined by PERB) to act in order to adjust schedules to insure compliance with instructional minutes legal requirements. If it is necessary under State or Federal law to implement immediately upon notification to the Association, the District agrees to negotiate following implementation for a period not to exceed two weeks following notice to the Association.

- M. Only on occasions that the site administrator cannot get a substitute, or an emergency exists, will teachers in self contained classrooms or departmental assignments be assigned a student or students that are regularly assigned to another teacher. Teachers will be paid one hour of extra duty pay at \$50 per hour.
- N. Teachers' participation on committees shall be voluntary. However, in the absence of volunteers, the District has the right to assign teachers on an equal and rotating basis. The District recognizes serving on committees held during the workday impacts on teacher preparation time and shall be held at a minimum.
- O. Beginning the 2010-2011 school year 4<sup>th</sup>-6<sup>th</sup> grade teachers will have four early release days for grade level planning. Student dismissal time will be 12:35 (based on current hours referenced in Section A). These days/dismissal times may be adjusted due to not meeting state mandated instructional minutes.
- P. 4<sup>th</sup>-6<sup>th</sup> grade teachers will receive 100 minutes per week (based on 5 day school week) of prep time through PE instruction with a certified PE teacher. The total number of minutes per week may be reduced due to uncontrollable restrictions such as weather, air quality, and/or substitute coverage. Administration will make every effort to limit these restrictions. This prep time is also contingent upon the funding of elementary PE teachers.

## **ARTICLE 8**

### **EVALUATION PROCEDURES**

- A. The purpose of the Performance Evaluation is to improve instruction.
- B. Performance Evaluations will be conducted by administrators. Performance Evaluations will be documented on a form prepared by the District. The evaluation instrument will align with the California Standards for the Teaching Profession.
- C. Instructional competencies, performance, and assigned duties of the employee shall be evaluated.
- D. Performance Evaluations shall be based on the following:
  - 1. The progress of students toward the Board's established standards of expected student achievement.
  - 2. The instructional techniques and strategies used by the employee.
  - 3. The employee's adherence to curricular objectives.
  - 4. The establishment of a suitable learning environment within the scope of the employee's responsibility.
  - 5. The responsibilities set forth in the employee's job description and evaluation document (Appendix B).
  - 6. The evaluation of a teacher's instructional performance shall not be based on any information which has not been obtained through direct observation of, or communication with, the teacher.
- E. Each probationary employee will be evaluated, in writing, at least once each school year using the Performance Evaluation form each school year no later than March 1. Permanent employees who have been employed by the school district for less than 10 years will be evaluated, in writing, at least once every other year using the Performance Evaluation no later than April 1. Permanent employee who has been employed for more than 10 years with the district will be evaluated, in writing, at least once every three years using the Performance Evaluation form no later than April 1. The completed Performance Evaluations form will be given to the employee at a Performance Evaluation conference. Following the conference, the employee may attach a written statement to the completed Performance Evaluation form. This Performance Evaluation form is separate from the formal classroom observations and is not solely based on the formal classroom observations.
- F. It is the responsibility of the chief site administrator to evaluate or provide for the evaluation of each unit member in the school.

- G. No later than October 15, the evaluator will schedule a meeting with each employee being evaluated to discuss:
1. The Performance Evaluation form and guidelines.
  2. The Board adopted standards for student achievement (course of study).
- H. There will be at least two formal scheduled classroom observations of at least 20 minutes in duration by the evaluator during each evaluation period for probationary employees. Permanent employees shall have at least one formal scheduled classroom observation during the first half of the school year (prior to December). The determination to waive the second formal observation will be made no later than February 1 for permanent employees if deemed the employee is satisfactory. Each formal scheduled classroom observation will include a pre-conference and followed by a conference between the evaluator and employee within three school days of the observation. The observation process will include elements of coaching and will include a common process followed by all evaluators. The evaluator will cite, in writing, deficiencies, if any, recommend specific actions, where applicable, to improve performance skills and to remediate any deficiencies in order to improve performance and assist in the implementation of the recommendations.
- I. The employee will sign and receive a copy of the completed Performance Evaluation form. Signing by the employee will indicate only receipt of the form and will not imply that the employee agrees with the ratings or comments it may contain.
- J. The unit member may prepare and submit a written response to the written evaluation within 10 days of the review.
- K. In the event the formal written evaluation indicates that unit member is not performing satisfactorily, the evaluator shall describe the specific areas of unsatisfactory performance either in the evaluation or in a separate document.
1. As a part of the remediation process after the formal written evaluation, the evaluator shall meet with the unit member and make specific recommendations as to areas of improvement in the unit member's performance and endeavor to assist in the improvement of such performance. After meeting with the evaluator, the unit member shall develop a proposal which is designed to alleviate the unacceptable performance.
  2. As a part of the remediation process, further continued periodic observations and conferences may be provided by the evaluator or requested by the unit member.
  3. If subsequent remedial actions on the part of the unit member sufficiently modify the unit member's performance and identified deficiencies to the satisfaction of the evaluation, a notification to that effect shall be attached to the evaluation. The

unit member may prepare and submit a written statement to the written evaluation within 10 workdays.

4. Following the 10day period, the unit member's statement, if any, shall be placed in the personnel file.
- L. Nothing contained in the provisions of this Article shall prevent a unit member from submitting a written statement/rebuttal to the written evaluation following the 10day period.
- M. The evaluation of an employee will not include standardized achievement \* test results.
- N. The District will not take adverse action against an employee based upon that employee's instructional performance using Performance Evaluation materials which are not contained in the employee's personnel file.



## **ARTICLE 9**

### **PERSONNEL FILES**

- A. Any material, except as specifically excluded herein, relative to an employee's employment relationship, shall be contained in the employee's personnel file.
- B. Material in personnel files of employees which may serve as a basis for affecting the status of their employment shall be made available by the District for inspection by the employee or by a representative designated, in writing, by the employee. Such materials are not to include ratings, reports or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
  - 1. Every employee or designated representative shall have the right to inspect material, except as excluded above, in the personnel files upon request, provided that the request and inspection is made at the time when such employee is not actually required to render service to the Employer.
  - 2. Information of a derogatory nature, except as expressly excluded in paragraph B of this Article, shall not be entered or filed unless and until the employee is given notice of such filing and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, the employee's comments thereon. Such review shall take place during normal business hours. The employee shall be released from duty for this purpose without salary deduction.
  - 3. The District shall not take any adverse action against an employee based upon material which is contained in the employee's personnel file unless the material is placed in the file within a reasonable time after the incident giving rise to the development of such material and unless the employee is notified at such time that such materials are being placed in the file.
- C. Material placed in the personnel files of employees shall be kept in the strictest confidence. The District shall provide a form, to be included in each file, indicating by whom and on what date the file was inspected.
- D. Complaints against employees will be handled as follows:
  - 1. Complaints by students, parents, teachers or citizens that are in writing may not be placed in personnel files unless the employee has been given written notice of the complaint within either nine months after the event that gave rise to the complaint or 30 days after the last day of the school year in which the event occurred, whichever is later. There shall be no time limitation in matters relating to allegations of child abuse, sexual harassment or criminal conduct.

2. The employee may request a conference with the complainant(s) within 10 workdays following written notice to the employee of the complaint. The Administration will notify the complainant, in writing, that a meeting is requested and will send a copy of this notice to the employee. The employee may respond orally or in writing within 10 workdays to any accusation. The employee may be represented at all meetings by an Association representative.
  3. If the District violates the provisions of preceding paragraph, it may not place derogatory information in the employee's personnel file regarding the complaint, unless the failure to comply is excused for good cause.

Nothing in this section shall prevent the District from making use of material not included in a personnel file for disciplinary actions, in the District's defense in civil actions, or to assist law enforcement in criminal actions.
  4. Upon written request to the Superintendent, complaints or charges that have been withdrawn or have been proved to be false or unsubstantiated shall be removed from the personnel file as authorized by law.
- E. There will be a single personnel file for each employee. An employee's personnel file will be kept in the central administrative office of the District.

## ARTICLE 10

### LEAVES

- A. Personal Necessity. Unit employees regularly employed on a full-time basis who are absent from duty due to their own illness, injury, or necessity shall be granted 10 workdays per year as personal necessity leave. At the completion of the school year all earned but unused personal necessity days accumulate as sick leave.
1. Unit employees serving less than a full school year, and/or employed on less than a full-time basis, shall be entitled to personal necessity leave in the same proportion that the time served bears to a school year of full-time service.
  2. An employee's personal necessity leave shall be exclusive of all days he/she is not required to render service to the District.
  3. Whenever an employee is absent from duty on account of the employee's own illness or injury for a period of time in excess of the current year's leave to which the employee is entitled, the employee shall be allowed full compensation for the period, if any, of the employee's accumulated leave earned but unused in previous years of service with the District, for a period not to exceed five school months during the current school year; said period being inclusive of the number of days of accumulated leave paid at full salary.
  4. If a unit member who has no accumulated leave from previous years takes all or a portion of the leave allowable for the current school year and subsequently fails to serve the District for the full school year, an amount equivalent to the number of days of used but unearned leave shall be deducted from the final salary warrant drawn payable to said employee.
  5. Personal necessity may be granted upon request for a portion of a workday required to cover emergency occasions that are unavoidable and of a serious nature involving circumstances that the employee cannot be expected to disregard and that may not be conducted at a time other than regular duty hours.
  6. Restrictions to the use of personal necessity leave shall be:
    - a. The days shall be limited to the equivalent of the employee's contractual workday and shall be charged in one- day blocks of time.
    - b. No day before or day after any holiday or winter, spring, or summer recess may be utilized unless authorized in advance by the District.
    - c. Advanced written notice is mandatory.
    - d. A qualified substitute can be obtained.

- e. The number of requests for leave will not, however, adversely affect the operations of the District in the judgment of the on-site administrator.
  - f. Personal necessity leave cannot be used for any stoppage or withholding of any kind of services in which employees have been assigned before, during and after the regular teacher's workday.
  - g. Personal necessity leave cannot be used for personal gain (i.e., substituting in another district, or interviewing for a position in another district).
7. A written request for permission to take two or more consecutive personal necessity days shall be filed with the site Administrator at least three days in advance of the day on which the personal necessity leave is intended to be taken. If the need to utilize personal necessity leave is not known to the employee within the three-day notice requirement, the written request shall be made as much in advance as possible. If, due to circumstances beyond the employee's control, it is impossible to request advance permission and the employee determines to take time off, the employee shall give verbal notice to the site Administrator and shall file the leave request immediately upon return to duty. The request shall specify the reason for the inability to file an advance notice along with documents that support those reasons, if any.
- B. Pregnancy Leave. Each female employee is entitled to use her accumulated sick leave for the period of time she is required to be absent due to physical conditions related to pregnancy or childbirth. The employee will be entitled to use her accumulated sick leave and benefits allowable under appropriate sections of the California Education Code on the same basis provided for any other illness or injury. The following rules will apply:
- 1. The period of leave, including the date upon which the leave will begin, will be determined by the employee and her physician.
  - 2. A statement from the employee's physician specifying the beginning date of the leave must be filed with the Superintendent. The date must be based on the employee's ability to render service in her current position.
  - 3. The date of the employee's return to service must be based on her physician's analysis and written statement of the employee's physical ability to render unrestricted service to the District.
- C. Maternity/Adoptive ChildRearing Leave. In the event an employee desires an unpaid leave of absence for the birth of a child or for continued childcare after the birth, the employee may apply for a maternity/adoptive childrearing leave by submitting a written request to the Superintendent. The following rules will apply:

1. The leave may be granted at the discretion of the Superintendent and will be considered to be unrelated to the possible use of pregnancy leave by an employee.
  2. The time allowed for the leave under this section will be based on the needs of the District. The District may consider the time of the school year, the availability of qualified substitutes, and the specialized requirements of the individual students and program.
  3. Effective January 1, 2016 this leave will align with current California State laws and regulations governing any maternity/child bonding leave used by an employee.
- D. Immediate Family Defined. The immediate family will include, but not be limited to the following: mother, stepmother, mother-in-law, father, stepfather, father-in-law, husband, wife, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, sister, grandparent, aunt, uncle, niece, nephew, legal guardian, foster child, or grandchild of the unit member or spouse, registered domestic partner, or any relative living in the immediate household of the unit member. Registered domestic partner documentation shall be provided to the District upon request.
- E. Bereavement Leave. Unit employees shall be allowed five days' absence from assigned duty without loss of salary for the death of any member of their "immediate family" as defined in this article. Allowable leave shall not be accumulated from year to year.
- F. Industrial Accident or Illness Leave. Pursuant to California Education Code section 44984 and District procedures, leaves resulting from an industrial accident or industrial illness shall be granted to all certificated employees for up to 60 workdays in any one fiscal year for the same accident. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in paragraph A of this Article. For the purposes of paragraph A of this Article, the employee's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, the employee may elect to take as much of the employee's accumulated sick leave, which, when added to the temporary disability indemnity, will result in a payment to the employee of not more than the employee's full salary.
- G. Jury Duty/Witness Leave. Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror, unless such appearance has been brought about through the connivance or misconduct of the employee.

If a unit member receives a jury summons on any of the days in which they are required to render services to the District, if they request to postpone jury duty to a time when they are not required to render services (i.e., summer, winter and spring breaks), teachers will be compensated at the District's established substitute rate for the time served.

Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this Section shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of, nor less than, the unit member's regular pay.

H. General Provisions. Unit employees intending to utilize leaves under this Article shall notify their immediate supervisor as far in advance as possible.

1. Any employee utilizing sick leave for compelling personal importance, personal necessity, or family illness as provided herein shall complete a Personal Absence Report upon return from leave. The Personal Absence Report shall indicate the employee's name, the type of leave used, the dates of the absence, and other necessary information.
2. The District reserves the right to verify by all reasonable means that the leave benefits are not abused, including requiring an employee to submit a signed declaration and/or other proof to substantiate the use of leave time. Included within this right, is the right to verify that an employee has sufficiently recovered from an illness to return to work.
3. The District shall not use this verification for harassment of individuals.
4. The failure to report for assignment at the expiration of any type of leave, without a valid reason, shall be considered equivalent to immediate, voluntary resignation from employment.
5. Inclusion of time spent on any type of leave for purposes of determining the employee's status relating to service computations shall be in accordance with mandatory provisions of the California Education Code, except as expressly provided otherwise in this article.
6. Parttime employees will be entitled to a pro rata amount of leave benefits as it compares to a full-time employee.

I. Unpaid Leave. An unpaid leave of absence may be granted by the Board at its sole discretion. The Board may approve or disapprove such requests. Application must be made in writing at least seven days prior to a regular Board meeting.

J. Family Care and Medical Leave. The District will provide an employee, upon request, Family Care and Medical Leave in accordance with paragraph K of this Article.

1. Eligibility. All employees employed at least 12 months, as measured by the first day of paid service, are eligible for leave in accordance with paragraph K of this Article.
2. Leave under this article will be granted upon written request of an employee for the following conditions:

- a. The employee's serious health condition, the serious health condition of a member of the employee's immediate family, the birth of a child of the employee, or placement of a child with a employee in connection with adoption or foster care of a child by the employee.
  - b. "Serious health condition" is any illness, injury, or impairment or physical or mental condition that either involves inpatient care in a hospital, hospice, or residential healthcare facility, or involves continuing treatment or supervision by a health care provider.
3. An employee eligible for leave under this article may substitute any accrued leave, paid or unpaid, under this Agreement.
4. Duration. Leave under paragraph K of this Article, may be as long as 12 workweeks in any 12month period.
5. Benefits. Leave under paragraph K of this Article will entitle the employee to health and welfare benefits for 12 weeks.
6. Leave under paragraph K of this Article will entitle the employee to continued accrual of all "service related" rights of employment including, without limitation, seniority, salary advancement, reemployment, and participation in optional benefits programs such as, early retirement.
7. Return to Work. Leave under paragraph K of this Article will terminate whenever the employee returns to continuous active service following notice as provided below:
  - a. An employee returning from leave under paragraph K of this Article will be reinstated immediately to the position held by the employee at the commencement of the leave. The notice must be provided, in writing, at least two weeks prior to the employee's return.
  - b. An employee, who while on leave under paragraph K of this Article, gives notice of resignation or retirement, will be deemed to have resigned or retired, as appropriate, on the next workday following expiration of the leave.
8. Procedures. Leave under paragraph K of this Article will commence on the date indicated by the employee in the leave notice provided by the employee to the employee's supervisor.
  - a. The leave notice will specify the following information: that leave will be taken pursuant to this article; the date the leave commences, the anticipated pattern of leave use if the employee will not be absent continuously; whether the employee will substitute other paid leave for leave under this article and, if so, how much paid leave; and the anticipated date of return to continuous active service, if known to the employee.

- b. Leave under paragraph K of this Article will terminate on the next workday following the date indicated by the employee provided by the employee in the return notice provided by the employee to the employee's supervisor.
  - 1. If the employee chooses to return earlier than anticipated the employee will provide a written notice to the employee's immediate supervisor no fewer than five days before the revised date of return. The notice will specify the following information: that the employee is on leave pursuant to this article; that the employee will return to continuous active service; and the date upon which the employee will return to continuous active service.
  - 2. Delivery of a leave or return notice shall be by any means reasonably likely to inform the supervisor of the employee's absence from or return to continuous active service.
  - 3. If an employee on leave under paragraph K this Article determines to resign or retire without returning to continuous active service, the employee will provide written notice of the determination to the District, designating the last day of employment. Leave under this article will terminate without further notice to the District on the next workday following the day designated by the employee as the last day of employment.
  - 4. An employee, who while on leave under paragraph K of this Article provides a written notice of determination to resign or retire, may rescind the resignation or retirement at any time up to acceptance by the Board of Trustees, by providing to the District written notice of the employee's decision of the employee's prior notice of resignation or retirement.
- c. Relationship to Other Benefits. Leave under paragraph K of this Article is in addition to and supplements all other benefits accorded an employee or any member of the employee's family under this Agreement, or under any statute or under any other employment.

K. Catastrophic Illness Leave.

- 1. An employee who is, or whose family member is, suffering from a catastrophic illness or injury may request donations of accrued sick leave credits under the catastrophic leave program.
- 2. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work or for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the



employee because he/she has exhausted all of his/her sick leave and other paid time off.

3. Upon requesting donations under this program, the employee shall provide verification of the catastrophic injury or illness. Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.
4. The District shall determine:
  - a. That the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury, and
  - b. That the employee has exhausted all accrued paid leave credits.
5. When the above verification and determination are made, the Board shall approve the transfer of accrued sick leave credits.
6. The Superintendent or designee shall inform employees of the means by which donations may be made in response to the employee's request.
7. Any employee, upon written notice to the District, may donate accrued sick leave credits to the requesting employee at a minimum of one (1) day and full day increments thereafter. Donating employees must maintain at least one year's sick leave accrual (10 days) in their individual sick leave account. All transfers of eligible leave credit shall be irrevocable once the donation is credited to the receiving employee's leave account.
8. Benefiting employees may use donated leave credits for up to a maximum of sick (6) consecutive months.
9. An employee who receives paid leave pursuant to this program shall use any and all leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.
10. The Superintendent or designee shall ensure that all donations are kept confidential.
11. If donated credits are not used by the employee upon their return from catastrophic leave, the credits shall be placed in a pool that will be available to the next eligible employee who requests catastrophic leave. The catastrophic leave pool shall continue from year to year.

## ARTICLE 11

### GRIEVANCE PROCEDURE

- A. A grievance shall mean an allegation by one or more employees, or by the Association that there has been a violation, misinterpretation, or misapplication of the specific terms of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be taken under a separate legal process. Other matters for which a specific method of review is provided by law, by rules and regulations of the Board of Trustees, or by the administrative regulations and procedures of this school district are not within the scope of this procedure.
1. A "grievant" is either a bargaining unit member or the Association. The Association may file a written grievance on behalf of the grievant or on its own behalf.
  2. A "day" is any day during which the bargaining unit members are required by contract to render services to the District.
  3. An "immediate supervisor" is the management person having immediate supervision over the bargaining unit member.
- B. Any unit member may, at any time, present grievances to the District and have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement.
1. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
- C. Grievance forms will be developed jointly by the Association and the District and will contain the following information:
1. Name of grievant(s)
  2. Date of filing
  3. Date of alleged contract violation
  4. Section(s) of contract allegedly violated
  5. Synopsis of relevant facts
  6. Relief requested
- D. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding. Once a grievance has been resolved or a final decision rendered, a grievant or the Association shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.

- E. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- F. Failure of the grievant or the grievant's representative or the Association to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the District's action or decision at the appropriate level.
- G. Time limits may be extended or shortened by mutual agreement of the Association and the District. The grievant, a designated representative and witness(s), if any, participating in the processing of the grievance shall suffer no loss of pay if meetings or appointments are mutually scheduled by the District and the Association or if the grievant, designated representative, and witness(s), if any, need to meet for the purpose of investigating, preparing, or processing the grievance.
- H. No reprisals of any kind will be taken by the District against any bargaining unit member for participating in the processing of a grievance.
- I. Each formal grievance shall be preceded by an informal attempt to settle whatever problem exists at the appropriate level prior to the filing of the formal grievance.

#### Level One

- J. Within 20 workdays of the occurrence of the alleged violation, misinterpretation, or misapplication of the Agreement, the grievant or the Association must present the grievance in writing to the immediate supervisor. Within 10 workdays of receipt of the grievance by the supervisor, the supervisor shall communicate a clear and concise decision and the reasons for such decision to the grievant or the Association in writing. If the supervisor does not respond within the time limit, the grievance is denied and the grievant or the Association may appeal to the next level.

#### Level Two

- K. In the event the grievance is denied at Level One, a written appeal to the Superintendent or designated representative must be filed within 10 working days of the issuance of the Level One decision or the deadline within which such decision was to be made. The appeal must contain all materials utilized in the first level, including the decision rendered, if any, and a concise statement of the reason for the appeal. The Superintendent or designated representative shall hold a conference with the grievant and a representative, if the grievant so desires, within 10 workdays of receipt of the appeal. Within 10 workdays after the conference, a written decision and the reasons for such decision shall be transmitted to the grievant. If there is no response within the time limit, the grievance is denied and the grievant or Association may proceed to the next level.

#### Level Three

- L. The parties shall request the services of a mediator from the California State Conciliation Service within 10 workdays following written notice from the grievant or Association if the grievance was denied at Level Two. The parties shall attempt to mediate a settlement to the grievance. In no instance will the form or matter of the discussion and/or proposals during the mediation process be revealed. Only the terms of a settlement, if any, may be revealed.

#### Level Four

- M. In the event the Association is not satisfied with the result at Level Three, it may, within five days of completion of the Level Three proceedings, submit the grievance to arbitration under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association. If the grievant is satisfied with the result at Level Three, or another prior level, the Association is barred from instituting the arbitration procedures under this Agreement.
- N. The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s) to the extent that the language of the contract is the same as the language of the statutory or regulatory provision, the arbitrator shall not apply an interpretation to the contract that is different from the meaning of the statutory or regulatory language, in the absence or clear bargaining history indicating that a different meaning was mutually intended.
- O. The arbitrator shall have no power or authority to hear cases challenging any of the following:
1. The termination of services or failure to re-employ a probationary employee.
  2. The placement of an employee on probationary status.
  3. The termination of services or failure to re-employ any employee in a position for which extra compensation is received.
  4. The contents of the employee's evaluation.
  5. The District's promulgation of rules, policies.
  6. A decision, action, or inaction of the District if such is required by a state and federal regulatory body or court.
  7. Any grievance occurring before the effective date of this Agreement or after the expiration of this Agreement.
- P. The arbitrator shall, as soon as possible, have a hearing on the merits of the grievance and render a written decision on the precise issue or issues submitted to arbitration by the parties.

1. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues for the parties by referring to the written grievance and the answers thereto at each step of the grievance.
  2. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement and shall not substitute the arbitrator's judgment for that of the District.
  3. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the precise issue(s) submitted to arbitration.
  4. Where there is an issue of arbitrability, the arbitrator shall hear the matter and render a decision for the parties before hearing the merits of the grievance.
  5. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.
  6. The arbitrator's award may include restitution, financial reimbursement or other proper remedy.
  7. The award of the arbitrator will be submitted to the parties in writing and will set forth the findings of fact, reasoning, and conclusions on the precise issues submitted. The decision shall be rendered within 30 days to the Board of Trustees and the Association following the closing of the hearing unless mutually agreed otherwise by the parties to this Agreement and the arbitrator during the arbitration proceeding.
  8. The decision of the arbitrator shall be binding upon the parties and shall be implemented by the Board of Trustees.
- Q. Each party shall be responsible for the cost of presenting its case. The costs for the services of the arbitrator, including per diem expenses, if any, travel and subsistence expenses, American Arbitration Association's administration fees, and the cost of a hearing room will be equally shared between the parties. All other costs will be borne by the party incurring them.
- R. By filing a grievance and processing it beyond Level Three, the grievant expressly waives the right to statutory remedies or to exercise of any legal process other than as provided by this grievance/arbitration procedure in this Agreement. The processing of the grievance beyond Level Three shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the proper forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution of the issues.

## ARTICLE 12

### CONCERTED ACTIVITIES

- A. It is agreed and understood that there will be no strike, work stoppage, slowdown, or picketing in furtherance thereof, or compliance with the request of, other labor organizations to engage in such activities by the Association, its officers, agents, or members during the term of this Agreement.
- B. The Association recognizes the obligation of its representatives to comply with the provisions of this clause and to make every reasonable effort toward inducing all unit members to do so. In the event of a strike, work stoppage, or slowdown by employees who are represented by the Association, the Association agrees to take good faith steps to cause those employees to cease such action.
- C. Leaves provided for under Article 10 of this Agreement shall not be allowed for employees engaged in a concerted activity.

## ARTICLE 13

### JOB SHARING

#### Definition

- A. Job sharing is a plan whereby two permanent employees at any grade levels share the duties and responsibilities for one fulltime teaching position.
- B. Participants in the job sharing program will be subject to all provisions of the Agreement between the District and the Association, with the following exceptions:
  - 1. No more than two job sharing teams will be allowed at any school site during a given school year.
  - 2. Employees selected for participation in the program will be re-employed as parttime employees at the agreed upon percentage level. This action will not constitute a break in service.
  - 3. The Job Share Agreement will be of a one year duration. There will be an annual review and evaluation of the job sharing assignments by the District. The Agreement will continue only by mutual agreement of all the parties. Upon termination of the job sharing assignment by the District, the job sharing participants will be offered fulltime employment based upon the needs of the District.
  - 4. Teachers new to the job sharing program must submit a written proposal to the District by March 1. Applications are subject to final approval of the Superintendent and Board of Trustees. If a job sharing request is denied, the teacher may request to have, in writing, the specific reasons for the denial, within 10 days of the denial. The teacher must make a written request within five days of the denial.
  - 5. For the purposes of job sharing, a fulltime classroom position must be split in accordance with one of the established options: (1) segmenting of day, (2) division of days of school week. During the first week, both teachers will be in attendance each day. If days are divided, the alternate day will be attended by both teachers until satisfactory student/staff relations have been formed.
  - 5. Participants may be required by the District to substitute for each other, not to exceed 20 days.
  - 7. If one of the participants in the job sharing program resigns, goes on leave, or returns to fulltime employment, the position being shared will be filled by the remaining participant.
  - 8. Employees serving on a part-time contract basis may apply for full-time employment on a vacancy available basis after the completion of the District position posting process.

9. Salaries of participants will be paid on a basis that is proportional to fulltime service.
10. Participants must attend all preschool orientation meetings, Backto-School Night, Open House Night, and staff inservice days without additional compensation.
11. Evaluation of participants will comply with the evaluation procedures of this Agreement.



## ARTICLE 14

### NOTICE OF VACANCY, TRANSFER, AND REASSIGNMENT

#### Notice of Vacant Position(s)

- A. A position may become vacant upon the transfer, reassignment, resignation or retirement or death of an employee, when growth in enrollment causes the creation of a new position, or when a shift in student population creates the need to move teachers either into or out of a school in order to accommodate the needs of the students. The District will determine when a vacant position will be filled by reassignment, transfer, or the employment of new personnel.
- B. When the District elects to fill a vacant position(s), it will:
  1. Determine the qualifications for the vacant position(s).
  2. Prepare a notice which specifies:
    - a. Position(s) description and location
    - b. Grade level and/or subject matter
    - c. Credential requirement
    - d. Qualifications for the position(s) (including the District's Affirmative Action policy, Title IX considerations or requirements, or State or Federal agency mandates)
    - e. The closing date for applications
  3. Post the notice for a period of five days in the District Office, in the main office in the employee lounge area of each school building and all certificated employees will receive an email of the posting. Postings of vacant positions that constitute a "lateral" move shall be posted for three days and notification will be emailed to all teachers. If a teacher requests a position and is approved for the lateral move, they cannot request any further positions until the next academic year. If more than one teacher requests the same position, the one with the most seniority to the district shall be granted the request. Notices that are posted during the summer months will be posted at the District Office for a period of at least five days (three days for lateral vacancies). During the summer months, the District will send emails of the notice to each employee. Positions will be filled according to District seniority. Any position that becomes vacant after the Teacher's Report Date will be filled with a new hire. (See section C. 2. Of this Article)
  4. Employees who possess the stated requirements and meet the listed qualifications as of the closing date for applications may apply for consideration.

5. A teacher who is reassigned or transfers, either voluntarily, or involuntarily before the start of the school year, will be allowed one day of paid release time to prepare for the new assignment or up to two days of paid release time if transferred or reassigned after the start of school year.

#### Transfer and Reassignment

- C. Transfer means "movement from one school to another school." Reassignment means a shift of assignment between grade levels or subject matter departments at the same school. All requests for transfers and reassignments shall be considered based on an assessment of the applicant's training and/or experience, performance in current and/or past assigned duties, and the effect on the educational program at the school where the applicant is currently assigned, or unless posted when initially filled by the District.
  1. When two or more employee applicants equally satisfy the posted criteria, then the qualified employee with the longest service to the District shall be appointed to fill the position. Any criteria used to make this decision shall be included in the job posting and shall be applied in an objective manner.
  2. A position that is filled by a new hire following the teacher's report date will be considered a vacant position for the subsequent school year. The District shall fill the position in accordance with the provisions of this Article provided the position exists, and the new teacher agrees to an involuntary transfer and/or reassignment for the subsequent school year.
  3. If an employee's request for transfer or reassignment is denied, the employee, upon request, shall be given the reason(s) for the denial in writing.
  4. When a transfer or reassignment is made, the District will provide assistance in moving teaching supplies to the new assignment.

#### Involuntary Transfer and Reassignment

- D. An employee may be transferred or reassigned involuntarily, provided the new assignment falls within the scope of the employee's teaching certificate. The District will determine when involuntary transfers or reassignments are necessary.
  1. Reasons for involuntary transfers or reassignments include, but are not limited to:
    - a. No applications were received for a posted vacant position.
    - b. No applications that met the posted requirements and qualifications were received.
    - c. Reductions in overall staff level due to decreasing enrollment at school site.
    - d. Identifiable changes in the school's educational program.

- e. Proposed District Wide layoffs.
  - f. The District's Affirmative Action policy, Title IX considerations or requirements or State or Federal agency mandates.
  - g. A change of assignment following an evaluation indicating that the employee is not performing satisfactorily (after implementation of an assistance plan).
  - h. Potential incompatibility with staff, students, and/or members of the public.
- 2. When two or more employees at a school site who may be subject to an involuntary transfer or reassignment would equally satisfy the needs of the District, the employee with the least service to the District shall be transferred or reassigned.
  - 3. An employee who is to be transferred or reassigned involuntarily shall be given at least three workdays advance written notice including the reason(s) for the transfer or reassignment. The employee and his or her representative may request a meeting with District administration to discuss the transfer.
  - 4. When an involuntary transfer or reassignment is made, the District will provide assistance in moving teaching supplies to the new assignment.

## ARTICLE 15

### PEER ASSISTANCE AND REVIEW PROGRAM

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#### A. Program Components

There shall be a Peer Assistance and Review (PAR) Program AND Beginning Teacher Support and Assessment (BTSA) Program to address professional development needs of individual teachers in the District. The Program shall have the following components:

1. Permanent Teacher Peer Assistance Program: This Component shall provide peer assistance to permanent teachers who receive an "unsatisfactory" evaluation in the area of teaching methods or instruction.
  - a. Teachers receiving an "unsatisfactory" evaluation in the area of teaching methodology and/or instruction will be referred to the PAR Program by the principal or designated evaluator for assistance under this Program.
2. Voluntary Teacher Peer Assistance Program: This component shall provide assistance to teachers who volunteer for the Program.
  - a. Teachers desiring assistance in improving their teaching practice may apply to the Program for such assistance on a confidential basis. The PAR Panel shall have the authority to accept or reject such referrals.
  - b. If a teacher is accepted into the PAR Program as a volunteer, documentation will not be placed into the personnel file only so long as participation continues on a volunteer basis.
3. BTSA Program: This component shall provide assistance to new teachers who qualify for the program.

#### B. Joint Panel

The PAR and BTSA Programs shall be governed by the Joint Panel composed of five (5) members, a majority of who shall be certificated teachers who are CTA members chosen by the Association. The remaining members of the Panel shall be certificated administrators selected to serve on the Panel by the Superintendent. A quorum for Panel meetings shall be three/fifths of the membership. Decisions shall be made by consensus when possible. If the attempt to achieve consensus is unsuccessful, decisions of the committee shall be made by a majority vote.

1. Panel members will normally be selected by May 15<sup>th</sup> of the year and serve staggered terms of two years. During the initial year, one teacher member shall be selected for three years and one teacher member shall be selected for two years and one for one year.

2. Qualifications for the teacher members of the Panel shall be the same qualifications for a consulting teacher.
3. If a member of the Panel leaves the Panel prior to the completion of his or her term, the vacant position shall be filled for the remainder of the term in the same manner by which the departed member was originally chosen or designated.
4. The Joint panel shall be responsible for:
  - a. Establishing its own rules of procedure.
  - b. Selecting its own chairperson.
  - c. Providing annual training for Joint Panel Members.
  - d. Establishing a procedure for application and selection of consulting teachers.
  - e. Selecting consulting teachers.
  - f. Arranging appropriate training for consulting teachers.
  - g. Accepting referrals for permanent teacher peer assistance from principals or designated evaluators.
  - h. Any decisions about eligibility for the Program.
  - i. Sending written notification of participation in the PAR Program to the participating teacher, consulting teacher, and the principal or designated evaluator.
  - j. Meeting at least four (4) times annually to review the work of the consulting teacher(s) with their caseloads.
  - k. Monitoring the work of consulting teachers and their documentation.
  - l. Reviewing reports prepared by consulting teachers.
  - m. Monitoring the progress of permanent teacher peer assistance.
  - n. Preparing and submitting a budget for the Program, for Board approval; and implementing the budget as approved.
  - o. Annually evaluating the impact of the Program in order to improve its effectiveness. The Program evaluation shall be presented to the Board of Trustees and the Exclusive Representative at a regular meeting no later than June of each school year.
  - p. Make reports and recommendations to the Board of Trustees regarding PAR program participants, including informing the Board of the names of PAR participants who the Joint Panel determines have not demonstrated satisfactory improvement after receiving sustained assistance from a Consulting teacher and PAR participants who have been removed from the program because of satisfactory performance. All reports pursuant to this provision shall be made to the Board not later than thirty (30) days after the receipt of the final report from a Consulting teacher. All reports pursuant to this provision shall be made to the Board not later than May of the school year in which the PAR program was utilized to assist a teacher. The Panel may, also, recommend reassignment, additional training (including coaching), change of grade level and of other assistance for Participating Teachers who have not demonstrated satisfactory improvement.

#### C. Consulting Teachers

1. The number of Consulting teachers shall be determined by the number of eligible participants in the PAR Program and funding available from the state for the Program.
2. Consulting teachers shall have staggered terms. Approximately half of the consulting teacher shall have two-year terms and the remainder three-year terms. After this start-up period, each consulting teacher shall have a two-year term.
3. All such terms are subject to annual evaluation by the Panel. The documentation of such evaluation shall not be made a part of the Consulting teacher's personnel file, except upon the written request of the individual Consulting teacher.
4. The parties do not see this position as a part of the career ladder of an individual who seeks to be an administrator in the District.
5. Consulting teachers must be selected by the Joint Panel and they may be assigned by the Panel to assist Participating Teachers, provide District Inservice, and/or help new teachers in the BTSA or Intern program.
6. In order to be selected as a Consulting teacher, a teacher must possess the following requisite minimum qualifications:
  - a. A credentialed teacher with permanent status;
  - b. Recent classroom teaching experience; ten (10) years teaching experience – five (5) in District.
  - c. Demonstrated exemplary teaching ability as provided by Education Code Section 44500 and reflected in the applicant's performance evaluations.
  - d. Effective leadership skills.
7. Consulting teachers shall be selected in the following manner:
  - a. Candidates must file an application with the panel.
  - b. Panel members may observe candidates for consulting teacher performing in their classrooms prior to the selection. Observations will be arranged with the site administrator and the candidate.
  - c. The Panel may establish additional procedures for selecting consulting teachers, which shall be made known in advance to all candidates.
  - d. Selection of a consulting teacher shall be by majority vote of the Panel.
  - e. Consulting teachers shall have responsibility for participating teachers, each of whom shall receive a minimum number of hours of assistance as recommended by the Joint Panel based on its review of the Individual Assistance Plans.
  - f. Teachers participating in the PAR Program may select, if possible, his or her consulting teacher from the list of consulting teachers provided by the Joint Panel.
  - g. The consulting teacher and participating teacher shall prepare an Individual Assistance Plan, which outlines the assistance to be provided as well as timelines for said assistance.

D. Support Providers: Work with beginning teachers to develop an Individual Induction Plan (IIP) based on the California Standards for the Teaching Profession. Meetings between a Support Provider and a BTSA Teachers may take place during the regular teacher workday on release time as set forth in the plan approved by the joint panel.

The Support Providers will focus on assistance and not evaluation. The Support Providers may work with no more than three teachers with the most desirable number to be two. Support Providers must meet the following qualifications.

1. Be a credentialed classroom teacher
2. Have at least three years of recent experience as a teacher.
3. Have demonstrated exemplary teaching ability.
4. Have extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
5. Have the ability to communicate effectively, both orally and in writing.
6. Have the ability to work cooperatively and effectively with others.
7. The selection process will be as follows:
  - a. The Joint Panel will determine and announce openings that will be posted by the District.
  - b. Applicants meeting qualifications outlined above must submit an application for the position.
  - c. Members of the Joint Panel may observe and interview candidates
  - d. The Support Providers shall be selected and reviewed annually by the Joint Panel.

E.

Permanent Teacher Peer Assistance Program

1. The purpose of this Program is to provide assistance and renew quality teaching and offer remediation to permanent teachers whose performance has been evaluated as "unsatisfactory" in either or both teaching methods and instruction by the principal or designated evaluator. Prior to an unsatisfactory evaluation in one or more areas on the evaluation regarding instruction and/or teaching methods the following procedures shall be implemented;
  - a. A lesson observation will take place;
  - b. A conference with the principal will take place;
  - c. A written improvement plan will be developed and implemented by teacher and evaluator;
  - d. Outside assistance will be provided when appropriate;
  - e. At the end of a four (4) week improvement plan, a second observation shall take place;
  - f. If improvement occurs, the matter will be deemed closed; and
  - g. If the second observation is deemed unsatisfactory in the same area of instruction/methods/strategies, the teacher will be referred to PAR. A permanent teacher will be informed, in writing, twenty (20) work days prior to receipt of a performance evaluation that he/she will be marked unsatisfactory.
2. This program shall be limited to addressing those areas of performance set forth in the evaluation listed as "unsatisfactory" encompassed in the areas of subject matter knowledge, teaching strategies, or both.

3. Assistance provided by the consulting teacher shall focus on the specific areas recommended for improvement by the participating teacher's evaluator based upon the unsatisfactory rating or ratings in the performance evaluation that resulted in the referral to the PAR Program.
4. If there is a sufficient number of designated consulting teachers, a participating teacher may inform the Joint Panel of any preference prior to the Panel's assignment of the consulting teacher. A participating teacher has the right to one (1) refusal of an assigned consulting teacher before the consulting process begins.
5. Assistance and remedial efforts and activities shall be intense and multifaceted, and shall be preceded by a conference in the spring of the year when the teacher receives the "unsatisfactory" evaluation. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher, and consulting teacher, to begin the development of an Individual Assistance Plan. If the permanent teacher so desires, the Association shall provide representation in this meeting.
6. The assistance shall be provided by consulting teachers under this Article and shall be closely monitored by the Joint Panel.
7. The course of assistance shall include one or more of the following:
  - a. Multiple classroom observations by the consulting teacher.
  - b. Assistance specific to the area of teaching methodology or instruction which has been evaluated to be "unsatisfactory" or other areas deemed in need of assistance by the consulting teacher during the period of assistance.
  - c. Opportunities for the teacher receiving assistance to observe exemplary practice, either by the consulting teacher or other exemplary teachers;
  - d. District-provided professional development opportunities;
  - e. Conference attendance, often in the company of the consulting teacher, to facilitate reflection on how this experience fits into the Individual Assistance Plan.
  - f. Other forms of assistance which the consulting teacher and the Panel may provide; and
  - g. The parties understand that every possible subject matter competency may not be available within the corps of consulting teachers, and therefore, it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the consulting teacher shall maintain prime responsibility for the Individual Assistance Plan, but may function more like a case carrier who assures the availability of appropriate resources.
8. Communication and consultation with the principal/evaluator shall be controlled through the joint panel.
9. Nothing in this article precludes the principal/evaluator or District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the areas marked as unsatisfactory on the evaluation.
10. Written peer review reports will be submitted to the Panel by the Consulting teacher by the last teacher workday of each month. The consulting teacher will



- share all written and verbal evaluation reports during a conference with the teacher, prior to submission to the Panel. A copy of the written reports will be provided to the principal/evaluator.
11. The consulting teacher shall submit an oral and written final report regarding the teacher's participation in PAR to the Panel no later than April 30<sup>th</sup> of the year following the participating teacher's receipt of unsatisfactory evaluation. This report shall describe the measures of assistance provided to the teacher and describe the results of assistance in the area or areas recommended for improvement. The final report shall become a part of the permanent teacher's personnel file. The teacher shall have the opportunity to attach his or her comments.
  12. The teacher and principal/evaluator may be present for the consulting teacher's presentation and will be given an opportunity to respond to the report.
  13. The panel shall deliberate whether:
    - a. The teacher is now "proficient" in the areas evaluated, or
    - b. The Panel and consulting teacher do not consider that further assistance and remediation will be successful with reasons in support of this conclusion.
  14. Notwithstanding the above, and while the term of this assistance shall normally be for one school year, the assistance may be extended to a second year if the Panel believes progress is being made, although the permanent teacher may not have returned to a "proficient" level of performance.
  15. The deliberations of the Panel shall be closed and confidential. Panel decisions shall be based on the information provided by the consulting teacher, the principal/evaluator, and the permanent teacher or his or her Association representative.
  16. Neither the teacher nor consulting teacher may be present during deliberations of the Panel, which are confidential. The Panel may request additional information from any teacher involved in the Program.
  17. The decision of the Panel shall be reported to the teacher, the consulting teacher, the principal/evaluator, and the Association representative, if requested by the teacher, in conference with the Superintendent or designee.
  18. The Panel shall report their findings to the Board of Trustees.

F.

Permanent Teacher Due Process

1. The permanent teacher shall be entitled to review all reports generated by the consulting teacher prior to their submission to the Panel and to have affixed thereto his or her comments. To effectuate this right, the consulting teacher shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to any such meeting.
2. The permanent teacher shall have a right to be represented by the Association in any meetings of the Panel to which they are called, and shall be given a reasonable opportunity to present his or her view concerning any report being made.
3. The permanent teacher shall have the right to timely progress reports.

4. The permanent teacher shall have the right to present reasons why a specific consulting teacher should be replaced and another consulting teacher substituted and to have those reasons considered.
5. A teacher shall not have access to the grievance process to challenge the content of reports, or decisions by the Panel, but may file responses which shall become part of the official record of the intervention.
6. This Program in no manner diminishes the legal rights of bargaining unit members.

G.

#### Voluntary Teacher Peer Assistance Program

1. A teacher may volunteer for the peer assistance program. The Joint Panel will determine whether the teacher may participate in the Program. All participants referred to the PAR Program based on an unsatisfactory evaluation will be served prior to accepting any voluntary participants.
2. The consulting teacher and volunteer teacher will meet to determine the volunteer teacher's needs and jointly develop an Individual Assistance Plan. This plan will draw from the course for assistance that is available through the PAR Program.
3. Consulting teachers will provide oral and written feedback documentation to the volunteer teacher. Communication between a voluntary participant and his or her consulting teacher concerning participation in the Program shall remain confidential.
4. Documentation will not be placed in personnel file only so long as participation continues to be on a voluntary basis.
5. The volunteer teacher may terminate his or her participation in the Program at any time.

H.

#### Miscellaneous Provisions

1. Funds shall be set aside to allow for release days and/or conferences as professional development tools for teachers and consulting teachers assigned to the Program.
2. It is the intent of the District and the Association that this Article remain in effect for as long as specific state funding for the California PAR Program and BTSA Program for Teachers is received by the District. If state funding for the PAR or BTSA Program is eliminated, this Article shall expire and have no force and effect without the need for further action by either the District or the Association. The District shall notify the Association in writing that the PAR or BTSA Program has been eliminated.
3. The District and Association agree that this Article shall be reopened if either the Education Code Section 44500 et seq. or the State's implementation guidelines or regulations are modified in any manner that adversely impacts a term of the Article. The parties further agree that this Article may be reopened at any time by mutual agreement.

I.

#### Governing Board Review of Recommendations by Panel

1. Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary, or temporary certificated employees. Any review of personnel files shall be conducted only in the presence of the Superintendent/Principal.

J. Retention of Education Code Rights

1. Nothing herein shall modify or in any manner affect the rights of the Governing Board/District or teacher under provisions of the Education Code relating to employment, classification, retention, or non-reelection of certificated staff.

K. Hold Harmless

1. As provided by Education Code section 44503, any certificated bargaining unit member who is a PAR Panel Member or a consulting teacher or who was directly involved in the negotiation and acceptance of the PAR Program on behalf of the Exclusive Representative shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810 of Title 1 of the Government Code. Pursuant to the terms of the District's liability insurance policy, the employee shall be indemnified and held harmless against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from participation in the PAR Program.

L. Confidentiality

1. All proceedings and materials related to the administration of this program shall be strictly confidential. Therefore, Panel members and consulting teachers may disclose such information only as necessary to administer the Program.

M. Records

1. Documents and writings relating to an employee's participation in the PAR Program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code Section 6250 et seq.)

N. Non-Management/Supervisory Status

1. Functions performed by Teacher Panel Members and/or consulting teachers pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the Government Code.

O. Association Representation

1. A participating teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

P. Stipends

1. Panel members will receive \$2,500.00 with the chairperson receiving \$3,000.00 for each year.

2. Consulting teachers will receive \$4,000.00 base stipend plus \$1,000.00 per participating teacher assigned to them.
3. Support Providers will receive \$1500.00 for the first participant and \$1,200.00 for each additional participant.

## ARTICLE 16

### CLASS SIZE

- A. In order to maintain class sizes which are conducive to a good learning environment, the District will make a reasonable effort to reach a District class size averages for the following grade levels:
1. Grades TK-3: Grade Span Adjustment (currently 24) +2
  2. Grades 4-6: 28 or less with no class exceeding 30
  3. Grades 7-8:
    - a. Regular classroom subjects: 30 average (maximum student contact ratio of 180:1, class cap of 33)
    - b. PE Classes: 40 maximum w/o an aide; 65 maximum w/ an aide (maximum student contact ratio of 300:1)
- B. When district grade level averages exceed the stated average for 15 consecutive day or longer, then the District will implement any or all of the following:
1. The movement of students from the affected classrooms K8.
  2. The hiring of additional K8 teachers.
  3. Provide the teacher with instructional aide services.
  4. Curtailment of programs.
  5. Other solutions offered by the Board to the District Administration and the affected employee(s) to remedy the situation. Any teacher grades 4-8 who is assigned students over the student-teacher contact ratio or class cap will be compensated for each day/period students are enrolled. Compensation will be \$5.00 per day/period that the student is on the teacher's roll. Any TK-3 grade teacher who is assigned students over the Grade Span Adjustment (currently 24) will be compensated \$5.00 per student for each day the students are enrolled.
  6. In the event that administration determines another class period in grades 7-8 needs to be opened, the assigned teacher will be paid 1/7th of their salary to teach in lieu of a prep period. The assigned teacher will be based upon need, credentialing, and seniority.
- C. Special education class sizes shall be determined by applicable state and federal laws and regulations.
- D. The District agrees to assign pupils in such a manner as to, as nearly as possible, equalize the teaching load within grade levels or subject discipline areas. Large group music and P.E. classes are excluded from the averaging process.

## ARTICLE 17

### SAFETY CONDITIONS AND STUDENT DISCIPLINE

- A. Teachers shall be safety conscious in their conduct and actions and cooperate with the District in the implementation of its safety program.
- B. Teachers shall report on the appropriate District form any unsafe or unhealthy conditions directly to the building principal. The District shall promptly conduct an investigation of a teacher's report and promptly take appropriate corrective measures. Results of the investigation and the action taken shall be reported to the teacher.
- C. Teachers shall not be required to perform tasks which endanger their health and safety.
- D. A teacher shall immediately report any verbal or physical assaults in connection with his/her employment to the principal or immediate supervisor who shall immediately report the incident to the appropriate agency as per Board Policy 5131.
- E. No teacher shall be disciplined or reprimanded for the exercise of physical control over a pupil without a thorough investigation of the situation by the District.
- F. A copy of the District's policy on student discipline shall be available to each teacher upon request. Site behavior expectations will be reviewed and updated annually during the opening staff meeting at each school site. Site behavior expectations will be posted on the school's website and shared at Back to School Night. Site behavior expectations will be shared with students and parents through the parent/student handbook within the first full week of school. Site behavior expectations will be taught explicitly throughout the year. The district will review and update the district discipline policy annually through the district advisory committee.
- G. When in the judgment of a teacher, a student requires specialized attention, which the unit member is unable to provide; he/she shall so inform the building principal. The principal shall arrange as soon as possible for a conference between himself/herself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- H. Teachers who make referrals shall be provided with a copy of the disposition of the referral.

## ARTICLE 18

### MISCELLANEOUS

- A. In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement shall remain in full force and effect.
  - 1. Should a federal or state agency with jurisdiction invalidate any portion of this Agreement, the parties shall, on appropriate notice, meet to negotiate over the affected provision(s).
  - 2. If the Legislature enacts, repeals, or modifies sections of the Education Code relative to matters within the scope of representation, the parties shall, on appropriate notice, meet and negotiate over the affected provision(s).
- B. The District shall give written notice to the Association prior to submitting a request for a waiver to any state agency requiring advanced notification to the recognized bargaining agent. Such notice shall be given to provide sufficient time for the parties to meet and consult in good faith.
- C. The Association has the right to consult on the definition of educational objectives, the determination of the context of courses and curriculum, and the selection of textbooks.
- D. When reference is made to statutes (e.g., Education Code), such reference is informational only and does not subject the provision of such statutes to the grievance processes of this Agreement. This provision is not intended to preclude the filing of a grievance and the challenging the arbitrability of any section of this Agreement.

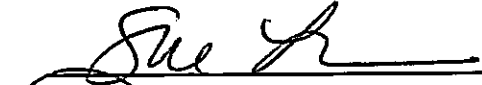
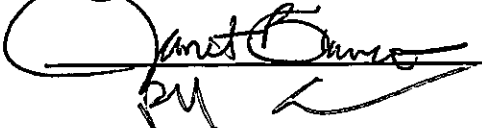
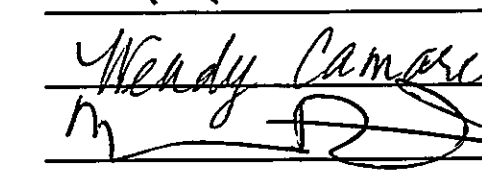

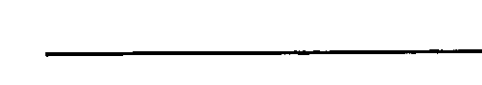
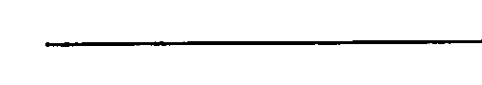
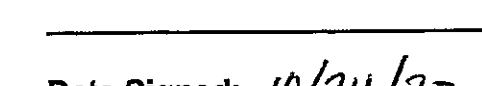
## ARTICLE 19

### TERM

- A. This Agreement shall be in full force and effect from July 1, 2021 through June 30, 2024, and shall automatically remain in effect for each succeeding 12 months or until completion of a subsequent binding, written agreement by the parties, which shall supersede this Agreement. During the intermediate years of the contract each party may reopen three unspecified articles in this Agreement in addition to Article 6 Health and Welfare Benefits.
- B. Not later than the first board meeting in July of the year that this Agreement expires, the Association and the District may reopen for negotiations this Agreement. The Association and the District shall present a written proposal pursuant to the provisions of this Article in order to fulfill the public notice requirements under the Educational Employment Relations Act.
- C. As soon as the public notice requirements have been fulfilled, the parties to this Agreement shall schedule agreeable dates, times, and places to meet and negotiate. Every reasonable effort will be made by the parties to reach an agreement before the start of each new school year.



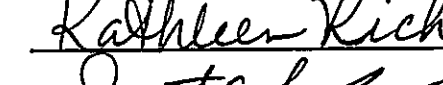
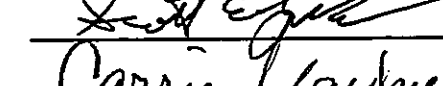


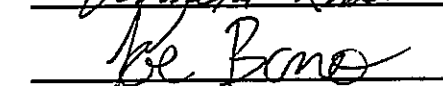
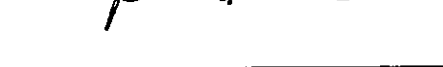
Agreed this 28th day of September, 2022. Ratified on 10/10/2022

For the Rosedale Union School District:

Date Signed: 10/24/22

For the Rosedale Teachers Association:

Date Signed: 10/24/22