

ROCKLIN UNIFIED SCHOOL DISTRICT

**ROCKLIN TEACHERS
PROFESSIONAL ASSOCIATION**



Educational Excellence

Contract

Agreement

2020-2023

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ARTICLE I
AGREEMENT

1. The Articles and Provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Rocklin Unified School District (“Board”) and the Rocklin Teachers Professional Association, an affiliate of the California Teachers Association/National Education Association (“Association”), an employee organization.
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549, of the Government Code (“Act”).
3. This contract will be in full force and effect from July 1, 2018, through June 30, 2020, or until a new Agreement has been agreed to by both parties. The parties agree to enter into a two-year agreement, concluding negotiations for 2018-19 and 2019-20.

ARTICLE II
RECOGNITION

The Board recognizes the Association as the exclusive representative of all certificated employees excluding Adult Education, Independent Study, and Home Teachers as well as management, confidential, supervisory, and substitute employees for the purpose of meeting and negotiating.

ARTICLE III

NEGOTIATION PROCEDURES

1. Negotiations shall commence within ten (10) calendar days upon initiation of the governing board adoption of sunshine proposals upon initiation of the bargaining process pursuant to the Education Employment Relations Act.
2. Negotiations shall take place at mutually agreeable times and places provided that meetings shall be scheduled within five (5) working days from receipt of a written request.
3. The Association shall designate up to seven (7) of their own representatives who shall have a reasonable amount of release time to attend negotiations without loss of compensation. Additional members may be mutually agreed upon, as necessary.
4. Within five (5) working days of ratification of the Agreement by RTPA and approval by the Board, the Board shall notify all unit members that a copy of the Agreement will be available on the RUSD webpage.

ARTICLE IV
DISTRICT RIGHTS

1. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control its operations to the full extent of the law except as specified in provisions of this Agreement.
2. Except as provided for in this Agreement, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees, determine the times and hours of operations, determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and education opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency.
3. Except as provided for in the Agreement, the Board retains the right to hire, classify, assign, reassign, transfer, evaluate, and promote. In addition, the Board retains the right to terminate and discipline employees in accordance with applicable state law.
4. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and applicable state and federal law.
5. The District may suspend temporarily any provision in the Agreement in case of emergency for the duration of an emergency only when such temporary suspension is necessary. An emergency shall include national, state, or local declared emergencies and natural disasters such as earthquake, fire, or flood.
6. This article does not authorize the District to violate any provision of this Agreement.

ARTICLE V
ASSOCIATION SECURITY

1. Dues Deduction

- (a) The District shall deduct payment for membership dues, initiation fees, general assessments, and other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.
- (b) The Association or any bargaining unit member who is a member of RTPA or who has applied for membership, may sign, and deliver to the District a form authorizing deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated.
- (c) With respect to all sums deducted by the District pursuant to section (b) above, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of unit members, including their names, addresses, and work locations for whom such deductions have been made and indicating any change in personnel from the list previously furnished.

- 2. (a) The Association agrees to indemnify and hold the District harmless and also defend the District against any court action or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions in the Agreement or challenging the deduction of dues and fees as described in paragraph 1 (b) above.

ARTICLE VI
GRIEVANCE PROCEDURE

1. Definitions

- (a) Grievance is a claim by an employee, group of employees, or the Association, based on an alleged violation of this Agreement by the District.
- (b) Grievant is one or more employees making the claim.
- (c) Party in Interest is any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
- (d) Immediate Supervisor is the principal or supervisor having immediate jurisdiction over the employee filing the grievance, who has authority to resolve the grievance.

2. Purpose

- (a) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to claims that there have been violations or misinterpretations of a provision of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- (b) Since it is important that grievances be processed as rapidly as possible, the time specified at each level should be considered to be maximums, and every effort should be made to expedite the process as soon as practical. The time limits may, however, be extended by mutual agreement. Time limits provided in Levels Two, Three, and Four shall begin on the grievant's first workday following receipt, by personal delivery or certified mail, of written decisions by the parties in interest.

3. Procedure

(a) Level One - Informal Resolution

The grievant shall first discuss the grievance with his/her immediate supervisor within eight (8) working days of when he/she knew, or should have known, of the circumstances which form the basis for the grievance. Both parties shall seek to resolve the matter informally. Beginning with Level One, the grievant and the administrators shall have the right to be accompanied by a representative of their choice. If a grievant is not represented by the Association, the District shall simultaneously provide a copy of the decisions beyond Level One to the Association President.

(b) Level Two - Formal Resolution

- 1) If the grievant is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within eight working days after discussion of the grievance, he/she may file a written grievance with his/her immediate supervisor on a form provided by the District. (See Appendix "F.") The grievant will submit a copy of the written grievance to the Association President.
- 2) Within eight (8) working days after receipt of a written grievance, the immediate supervisor will meet with the grievant in an effort to resolve the grievance. The immediate supervisor shall submit his/her written decision to the grievant within eight (8) working days after the meeting.

(c) Level Three

If the grievant is not satisfied with the decision at Level Two, or if no decision is rendered within eight (8) working days, the grievant may appeal the decision, in writing, to the Superintendent or designee within eight (8) working days. The Superintendent will meet with the grievant and/or his/her representative if requested by the grievant or the Superintendent before making a decision. The Superintendent shall provide a written decision, including the reason therefore, within ten (10) working days of the appeal. If a meeting is requested, the timeline shall be extended by five (5) working days.

(d) Level Four

If the grievant is not satisfied with the disposition of his/her grievance at Level Three, or if no written decision has been rendered within the Level Three timelines, the Association may, with notice to the Superintendent or designee, contact the State Mediation and Conciliation Service to request the services of a mediator to assist in the resolution of the grievance. The parties shall meet with the mediator at times that are mutually convenient. A mutually acceptable mediated settlement shall be binding on both parties. In no event shall the Mediator issue any recommended terms of settlement.

(e) Level Five

- 1) If an acceptable mediated settlement is not reached between the parties at Level Four, the Association may, within eight (8) working days of when the parties determined to discontinue mediation efforts, and with notice to the Superintendent, submit the grievance to Arbitration.
- 2) The parties shall attempt to select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within eight (8) working days of the Association's notice to the Superintendent that it intends to submit the

grievance to arbitration, submission of the grievance shall be made to the American Arbitration Association. In either event, the parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of the AAA.

- 3) All costs for the services of the arbitrator, including but not limited to, per diem, expenses, his/her travel and subsistence expenses, the cost of any hearing room, the cost of the court reporter if requested by the Arbitrator, will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.
- 4) The decision of the arbitrator shall be binding on both parties.

4. Miscellaneous

- (a) Release time without loss of pay to attend a grievance meeting or hearing shall be provided to all grievants, grievance representatives and witnesses involved in the grievance. Any employee whose appearance is necessary in such investigations may be released. These activities will be held on school days, after school hours, or whenever possible. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein may be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as practicable. In the event a grievance is submitted fifteen (15) or fewer workdays before a vacation and a decision is not reached before said vacation, then the aggrieved person shall state his/her preference in writing, whether the grievance will be continued through vacation or delayed until after vacation.
- (b) 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.
- (c) Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, will be provided by the Superintendent. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Three. The Association may process such grievance even though there is no individual aggrieved person who wishes to do so. See sample grievance forms under Appendix "F."

5. Authority

The Arbitrator shall have no power to add to, to subtract from, or to change any of the terms or provisions of this Agreement. Jurisdiction shall extend solely to claims of violations of specific written provisions of the Agreement and involve only the interpretation and application of the Agreement.

ARTICLE VII
HOURS OF EMPLOYMENT

1. The standard work year is as follows:
 - (a) Teachers: The standard work year of teachers will be one hundred eighty-six (186) workdays, six (6) more than the number of instructional days required by the State.
 - (b) Psychologists: The standard work year for psychologists will be one hundred ninety-two (192) workdays.
 - (c) Counselors: The standard work year for high school and middle school counselors will be two hundred (200) workdays.
 - (d) Librarians: The standard work year for K-12 librarians will be one hundred ninety-six (196) workdays.
 - (e) Nurses: The standard work year for school nurses will be one hundred ninety-one (191) workdays.
 - (f) Speech Pathologists: The standard work year for speech pathologists will be one hundred eighty-nine (189) workdays.

2. All employees covered by this contract shall report for regularly assigned duties unless formally excused.
 - (a) Employees are required to report for duty and be available to students not less than thirty (30) minutes before the beginning of the site program day.
 - (b) The time of departure shall be not less than thirty (30) minutes after the end of the site program day and employees shall be available to students during this 30-minute time period. Prior to their daily departure, teachers shall ascertain that professional responsibilities and assigned duties for the day have been discharged. The immediate supervisor shall have the authority to excuse employees earlier than the time states; however, such authority is at the discretion of the administrator and shall not serve as a precedent for any like request. Each request for an early dismissal shall be individually considered by the administrator.
 - (c) Every teacher shall be entitled to one (1) duty-free lunch period equal to thirty (30) minutes.
 - (d) Except in cases of an emergency, any school-wide faculty meeting will be scheduled at least twenty-four (24) hours in advance.
 - (e) Single grade level kindergarten teaching assignments shall include a minimum of 200 minutes with the teacher's assigned class. An additional 130 minutes of instruction will be assigned by the site administrator in conjunction with the affected teachers. These assignments shall provide at least 65 minutes of instructional support to each single grade level kindergarten class. The single grade level kindergarten teacher's instructional day will be commensurate with

elementary grade level teachers. Assignments shall be within the school's instructional day.

3. Site Adjunct Duties and Site Committees

- (a) The parties agree the following language shall guide principals in assigning site adjunct hours and site committees to staff. The parties recognize the need for site scheduling flexibility however the hours below shall serve as absolute maximums. Principals shall meet with all respective RTPA site representatives to establish an equitable process for assigning site adjunct duties and site committee hours.
- (b) Site Committee assignment is hereby defined as a duty requiring regular (monthly or more frequent) work (meetings or other work associated with the site committee) throughout the school year during or minimally beyond the seven-and-a-half-hour contract workday. A site committee shall not exceed 10 hours total time commitment per school year.
- (c) Adjunct duty assignment is hereby defined as a duty requiring limited (not regular or monthly) work (meetings or other work associated with the adjunct duty) at designated times during the school year. Single-day adjunct duties shall not exceed three (3) hours in length on any given day for TK-8.
- (d) No later than April 15th, the site administrator shall create a comprehensive list of site adjunct duties and site committees and the corresponding time required for each duty and/or committee annually. The site administrator will meet and confer with all RTPA site representatives at the site. The site administrator shall meet and confer with all RTPA site representatives at the site concerning the composition of the list of site adjunct duties, site committees, and the corresponding required time required for each duty and/or committee annually. The site administrator shall send a copy to the Associate Superintendent of Human Resources at the District office for both RTPA and the District to review and approve prior to the start of the school year. The annually approved RTPA/RUSD Approved Adjunct Duty, Site Committee, and Site Stipend List shall be posted on the RUSD website and shall be emailed to the RTPA President no later than May 15 annually.
- (e) Staff members TK-12 shall only be assigned site adjunct duties and/or site committee assignments from this approved list and subject to the contract provisions within this article. In the event an additional adjunct duty and/or site committee is determined necessary by the site administrator in consultation with all RTPA site representatives for that site, after the list has been approved and finalized by RTPA and RUSD and the assignments have been made for the school year, the following process shall be implemented: The site administrator and all respective RTPA site representatives shall submit a joint request for modification including a rationale to the RTPA President and the Associate Superintendent of Human Resources for their joint review and approval. Any RTPA/RUSD approved additions shall be added to the current year's annual RTPA/RUSD Approved

Adjunct Duty, Site Committee and Site Stipend List and the updated list shall be posted on the RUSD website within ten (10) days. Any additional approved duties shall not result in RTPA bargaining unit members being assigned beyond the maximum hours allowed in this article.

- (f) Staff preference for specific adjunct duties and site committee assignments shall be considered. Each site shall develop an annual process to assign site duties in an equitable manner. The assignment process shall be shared with all RTPA site representatives at the site prior to the start of the school year. Any inequities in the assignment of site duties shall be brought to the attention of the site administrator, who shall make a good-faith effort to equalize the site duty workload.
- (g) The following list of professional activities shall not receive additional compensation and do not fulfill extra-duty assignments:
 - ◆ Back-to-School Night
 - ◆ Open House
 - ◆ Staff Meetings: Staff meetings shall last no longer than one hour and shall not exceed two meetings per month
 - ◆ Grade Level, Departmental, and Subject-Area Meetings: These meetings shall be conducted during Monday PLC times, excluding monthly Special Education Articulation meetings
 - ◆ Parent Conferences
- (h) Grades TK-6 Site Adjunct Duties and Site Committees:
 - i. Each TK-6 bargaining unit member grades TK-6 shall not be assigned site adjunct duties in excess of 10 hours for any school year.
 - a) Site administrators shall only assign site adjunct duties as needed up to the maximum number established.
 - b) Any single duty assignment for grades TK-6 shall not exceed three (3) hours in duration.
 - ii. Site committee assignments shall not exceed 10 hours for the school year.
 - iii. TK-6 bargaining unit members shall not be assigned more than one (1) site committee per school year.
- (i) Grades 7-8 Site Adjunct Duties and Site Committees
 - i. Each staff member grades 7-8 shall not be assigned site adjunct duties in excess of 15 hours for any school year.
 - a) Site administrators shall only assign site adjunct duties as needed up to the maximum number established.

- ii. Any single duty assignment for grades 7-8 shall not exceed three (3) hours in duration.
- (j) Grades 9-12 Site Adjunct Duties and Site Committees
 - i. Each staff member grades 9-12 shall not be assigned site duties in excess of a range from 14 to 17 hours for any school year.
 - a) Site administrators shall only assign site duties as needed up to the maximum number established.
 - ii. Site committee participation for grades 9-12 outside of the contracted hours or the duties outlined in Article VII, Section 3g, shall be on a voluntary basis.

4. District Duties

- (a) A unit member may be requested to serve on a District committee each year. Participation on a District committee shall be purely voluntary.
- (b) If a staff member participates on a District committee which requires unusually frequent or lengthy meetings, the staff member may request a reduction in the site extra-duty assignments or site committee assignments in order to equalize the extra-duty workload.
- (c) A list of all District committees and committee members shall be provided to the RTPA President. The President may appoint additional members to each committee if they desire.

5. Calendar

- (a) A calendar review committee comprised of three (3) administrators and three (3) Association members (one from elementary, middle, and high school) shall have input into the development of the calendar before District commitments are made to other school districts. The Association President and the Associate Superintendent of Human Resources shall convene the committee by October 1.

- (b) The timeline for this calendar committee shall be as follows:

December 1	-	Provide a draft calendar to the Leadership Team, Association Membership, and the Board of Trustees
January 15	-	Receive input from the Leadership Team, Association membership, and the Board of Trustees
February 1	-	Submit finalized calendar recommendations to the District administration leadership team

Final calendar recommendations shall be submitted to the Board for approval no later than March 15.

ARTICLE VIII

PREPARATION TIME

1. Elementary

(a) Definition

Preparation (Prep) time is a professional time to prepare for teaching, to communicate with parents, and to collaborate, etc. Personal business unrelated to the teacher's professional duties shall not be performed during the preparation period. Teachers will be required to be on campus and available during their preparation period, unless authorized to leave by the site administrator. The preparation period may also be used to provide replacement services in extreme emergencies. Teachers will be required to provide this replacement service on the following basis:

- 1) A substitute is not available, and
- 2) The principal and assistant principal are not available.

Use of staff for this purpose shall be on an equitable basis.

(b) Support Personnel

- 1) Support personnel (speech pathologists, psychologists, Learning Center teachers, SEA resource teachers, music, prep time teachers, etc.) will receive prep time through their program schedule on a consistent basis or as mutually agreed by support personnel and supervising administrator. Support personnel will not receive prep time through the VAPA or P.E. programs.

(c) Kindergarten Prep Time

- 1) Kindergarten teachers will receive six (6) full days of preparation time per year to be worked out with their site administrator.

(d) Special Day Class Prep Time

- 1) Special Day Class teachers will receive six (6) full days of preparation time per year to be worked out with their site administrator.

(e) Allocation (* Physical Education)

- 1) Eighty (80) minutes per week of prep time will be provided for each self-contained classroom teacher in grades one (1) through six (6). (This assumes a five (5) day work week.) * The program will be determined by District administration.

1.1 Limitations

- a) The classroom instructional aide assigned to the regular teacher will remain in the classroom unless the site administrator determines a reassignment is necessary to meet safety issues and/or compliance requirements.

1.2 Scheduling of Classes

- a) Each prep classroom teacher will develop in conjunction with the site principal(s) a schedule which is equivalent to the number of instructional minutes of the classroom teachers at his/her site(s).
- b) Even though input from each teacher for preference regarding scheduled prep time will be considered, once an equitable workable schedule is agreed upon, the prep time schedule will take priority over individual classroom schedules (i.e., library, instrumental music, computer lab, etc.).
- c) If a teacher's prep time falls on a holiday or non-student day, prep time for that day is not rescheduled.
- d) Prep time will not be scheduled during a classroom teacher's recess or lunch period.
- e) Whenever possible, Monday or Friday prep time schedules should rotate through staff members for equity because of the number of holidays and non-student days which fall on Mondays or Fridays.
- f) Prep schedules may be changed for individual teacher needs (i.e., field trips, classroom teacher absence, special programs, etc.) by mutual consent between the affected teachers, including the prep classroom teacher. The site administrator and/or designee will be notified at least 24 hours in advance by the person initiating the change and must approve of any mutually agreed upon change.
- g) On minimum days, the prep time will occur according to a pre-arranged and equitable schedule as agreed to by the prep teacher and site administrator.
- h) Prep teachers will provide instruction on the first day of each school year. As adjustments in the number of classes assigned to schools are made, schedules will be adjusted.

(f) Allocation (* Visual and Performing Arts)

- 1) In addition to the eighty (80) minutes of prep time per week as provided for in section (d) above, all self-contained first (1st) through sixth (6th) grade teachers will receive six (6) full days or twelve (12) half days of preparation time per year to be worked out with their site administrator, with the understanding that the goal is to have one (1) hour per week or equivalent time for preparation. * The program is to be determined by District administration.

1.1) Scheduling of Classes

- a) Each prep classroom teacher will develop, in conjunction with the site principal(s), a schedule which is equivalent to the number of instructional minutes of the classroom teachers at his/her site(s).
- b) Input from each teacher for preference regarding scheduled prep time will be considered. Once an equitable, workable schedule is agreed upon, the prep time schedule will take priority over individual

classroom schedules (i.e., library, instrumental music, computer lab, etc.).

- c) Prep time will not be scheduled during a classroom teacher's recess or lunch period.
- d) Prep schedules may be changed for individual teacher needs (i.e., field trips, classroom teacher absence, special programs, etc.) by mutual consent between the affected teachers, including the prep classroom teacher. The site administrator and/or designee will be notified at least 24 hours in advance by the person initiating the change and must approve of any mutually agreed upon change.
- e) Prep teachers will provide instruction on the first day of each school year. As adjustments in the number of classes assigned to schools are made, schedules will be adjusted.

(g) Addition of Preparation Teachers

- 1) The District will not be required to employ an additional prep teacher until total District elementary classroom teachers FTE justifies the hiring of at least a .5 FTE prep teacher.

(h) Prep Time Teachers

- 1) The prep teacher is responsible to be at his/her site for work thirty (30) minutes before and thirty (30) minutes after the students' site program day. Part-time prep teachers will add thirty (30) minutes before and after their pro-rated day.
- 2) Prep time teachers may be scheduled for supervision duties based on individual site needs.
- 3) Prep teachers will coordinate with site administrators to attend an equitable number of staff meetings, non-student in-service days, District in-service days, etc., comparable to regular classroom teachers.
- 4) The prep teacher is responsible for short- and long-term planning and lesson planning comparable to the regular classroom teacher.
- 5) When the prep teacher is absent, substitutes will be secured in the same manner as for the regular classroom teacher.
- 6) During assemblies or special programs that interrupt the regular schedule, the prep teacher is responsible for the students of his/her assigned class at that assembly, etc. The classroom teacher receives prep time.
- 7) The site administrator is responsible for evaluation of prep time teachers. If a prep teacher teaches more than one (1) site, those administrators need to determine each year which one is the primary evaluator, with input from the other(s). Each administrator will share the observation portion of the evaluation.

(i) Timeliness

- 1) Each classroom teacher is responsible for delivering the students at the scheduled time to the prep teachers and to be ready to receive his/her students at the end of the prep schedule. Should tardiness occur, lost prep time is not made up.
- 2) Each prep teacher is responsible for receiving and returning the students to the classroom teacher at the scheduled time.

(j) Facilities

- 1) Priority usage of the multi-purpose room, playground areas, and equipment for the prep teacher's use should be coordinated and scheduled in advance.
- 2) School sites will attempt to provide a desk and identified work area for the prep teacher. Schools need to provide a safe place for the prep teacher to keep personal effects.
- 3) Each school site shall address where the classroom teacher goes during the prep time when the prep teacher teaches in that classroom.

2. Secondary

All full-time seventh (7th) through twelfth (12th) grade teachers shall have one (1) unassigned teaching period per day or its equivalent for preparation time. During the preparation period the teacher shall be expected to perform regular professional duties of an individualized nature. Examples include correcting papers, preparing exams, and conferencing with students, parents and/or administrators. Personal business unrelated to the teacher's professional duties shall not be performed during the preparation period. Teachers will be required to be on campus and available during their preparation period, unless authorized to leave by the building principal. The preparation period may also be used to provide replacement services in extreme emergencies. Teachers will be required to provide this replacement service on the following basis:

- 1) A substitute is not available, and
- 2) The principal and assistant principal are not available.
- 3) When assigned by the administrator or designee, the teacher will be paid the current District hourly rate.

Use of staff for this purpose shall be on an equitable basis.

ARTICLE IX

LEAVES

1. The benefits provided employees by Sections 44962 through 44985 and 44800 and 44801 of the Education Code are incorporated into this Agreement except as supplemented in this Article and any other relevant state laws related to paid and unpaid leave of absence.

2. Sick Leave

Every full-time employee shall be entitled to ten days of paid sick leave per school year.

- (a) Sick leave may be used for time taken off from work by an employee for medical appointment of the employee or child when such appointment cannot be made outside of work hours.
- (b) The Superintendent or designee may require a physician's verification of illness if an employee has been on sick leave for three or more consecutive days or anytime the Superintendent or designee reasonably suspects that sick leave is being or has been abused.
- (c) The Superintendent or designee shall provide each full-time employee with a written statement of: (1) his/her accrued sick leave total and (2) his/her sick leave entitlement for the school year. Such statement shall be provided no later than September 30 of each school year.

3. Maternity Leave

- (a) The District shall provide for leave of absence from duty for any female employee who is required to be absent from duties because of disabilities caused by pregnancy, miscarriage, childbirth, and recovery there from. The length of leave of absence, including the date on which the leave shall commence and the date on which the female employee shall resume duties, shall be determined by the employee and the employee's physician.
- (b) A leave of absence without pay of up to one year shall be granted to any employee/parent upon request following childbirth or adoption.
- (c) Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.
- (d) Any female employee shall have the right to utilize sick leave provided for in this Agreement for absences necessitated by pregnancy, miscarriage, childbirth, and recovery there from.

4. Childcare Leave

- (a) An employee shall be entitled to use ten days of sick leave per year for childcare.
- (b) An employee who is adopting a child shall be entitled to use ten days of sick leave per year for the purpose of caring for the needs of the adopted child.

5. Extended Illness Leave

When an employee is absent from his/her duties on account of illness or accident for a period of five school months or less, whether or not the illness or accident arises out of or in the course of employment, the amount deducted from the salary due the employee for any of the five-school-month periods in which absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the employee's position during his/her absence, or if no substitute employee was employed, the amount that would have been paid to the substitute had a substitute been employed. The sick leave, including accumulated sick leave, and the five-month period shall run consecutively. In other words, the five-month period stipulated above begins immediately after use of the employee's current annual ten days plus any accumulated sick leave. When the employee remains absent after use of the five-month differential pay leave, the employee shall be in unpaid status.

When the employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period, and the employee is not medically able to resume the duties of his/her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the employee is on probationary status or for a period of 39 months if the employee is on permanent status. When the employee is medically able, during the 24- or 39-month period, the employee shall be returned to employment in a position for which he/she is credentialed and is qualified. The 24- or 39-month period shall commence at the expiration of the five-month period described above.

This five-month period shall be implemented as set forth in the mandatory provisions of Education Code Section 44977 (as amended by SB 1019, Chapter 30 of the Statutes of 1998) and the mandatory provisions of Education Code Section 44978.1 (as newly enacted by the same Chapter 30 of the Statutes of 1998.)

6. Industrial Accident or Illness Leave

Industrial accident or illness leave is granted to employees who have had an accident or illness arising out of and in the course of their employment with the District. All employees shall be entitled (in any one fiscal year for the same accident or illness) to up to sixty working days of industrial accident or illness leave during the period schools of the District are required to be in session or when the employees would otherwise have been performing work for the District. Such industrial accident or illness leave shall commence on the first

day of absence and shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award. The employee may apply to the District for an extension of leave if recovery requires more than sixty working days. The District shall deduct normal retirement and other authorized contributions per Education Code section 44984.

Allowable leave shall not be accumulated from year to year, except that when an industrial accident or illness occurs at a time when the full sixty working days will overlap into the next fiscal year, the employee shall be entitled to only that amount of unused leave due him/her for the same illness or injury. During any paid industrial accident or illness leave, the employee shall deposit the temporary disability indemnity checks to the District account; the District shall continue to pay the employee full salary. Any employee receiving benefits from an industrial accident or illness leave shall, during the period of the injury or illness, remain within the State of California unless the District authorizes travel outside the State.

The industrial accident or illness leave is to be in lieu of entitlement acquired under "Use of Sick Leave." An 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, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

Industrial accident or illness leave for each occurrence shall cease when temporary disability benefits under workers' compensation laws of the state of California are discontinued for the applicable Industrial Accident or Illness.

7. Bereavement Leave

In the event of a death in the employee's immediate family, three days paid leave shall be granted, or five days paid leave if out-of-state travel is required, or if travel one way for more than three hundred miles is required. Distance shall be established by miles traveled one way on the main road between the points of origin of trip and destination. These bereavement days, whether three or five days; must be used within a three-week window commencing on the first day of leave. If more days are needed, personal necessity days must be used to the extent they are available to the employee. For purposes of bereavement leave, "immediate family" means mother, step-mother, father, step-father, grandmother, grandfather, or a grandchild of the employee or of the spouse/domestic partner of the employee, and the spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother/step-brother, or sister/step-sister of the employee, or any relative living in the immediate household of the employee. (Ed. Code 44985)

8. Personal Necessity Leave

Sick leave credited under this Article may be used at the sole discretion of the unit member, for purposes of personal necessity, provided that use of sick leave, for this purpose, does not exceed seven (7) days in any school year.

- No unit member shall use personal necessity leave for engaging in other employment, vacation, or for concerted activities against the District
- These days shall not be used for staff development days or the first or last student contact days of the year. The only exception to this rule is attendance at a graduation of the employee, their spouse, son or daughter
- No adverse payroll deduction shall be made without written direction from the Associate Superintendent of Human Resources or designee following a meeting between the unit member, RTPA, and Associate Superintendent of Human Resources
- In the event an unusual circumstance occurs, the employee may communicate with the Associate Superintendent of Human Resources or designee to explain the situation. The Associate Superintendent of Human Resources or designee can then grant or deny the use of PN related to the circumstance. If granted, the circumstance does not set a precedence for any further requests.

9. Leave Without Pay

- (a) Funeral of non- family member
- (b) Wedding of non- family member
- (c) Graduation of non- family member

Approval must be given by the immediate supervisor at least forty-eight hours in advance providing that substitutes are available.

10. Study Leave

The Board may grant a permanent employee an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be for a minimum of one semester and a maximum of one year.

An employee shall apply to the Board for such leave no later than eight weeks before its anticipated commencement.

11. Jury Duty, Administrative or Court Appearance

- (a) The Superintendent or designee shall grant a leave of absence to serve as a juror or witness, when the juror is notified or witness is subpoenaed, without loss of pay.

- (b) Upon notification of jury duty, it is the obligation of the employee to immediately inform his/her supervisor.
- (c) Juror's or witness fees, exclusive of mileage received by the employee, shall be deposited to the credit of the District.
- (d) Request for leave as witness or juror shall be made in writing to the District.
- (e) When the employee is subpoenaed as a witness by the School District, he/she may have release time for appearance in court.

12. Inservice Leave

An employee may be granted, upon request, paid leave each school year for the purpose of improving his/her performance. Such leave may be used to visit classes in other schools or to attend workshops, classes or seminars related to professional growth.

13. Association Business Leave

The District, upon mutual agreement with the Association, will release the president of the Association from his/her teaching duties to conduct Association business for a period of up to, but not more than, 20% of his/her contract year. The Association will reimburse the District the actual costs of salary plus fringe benefits including health, medical, dental, and vision benefits for the Association president. During this leave, the designated person will continue to be compensated by the District and will retain all rights and benefits as though in regular service. The District and Association will meet prior to the opening of the new school year to mutually agree upon how best to provide release time for the Association president. [For secondary teachers, not more than the equivalent of one teaching period of release time will be granted. At the elementary level, no more than one day per week (20%) will be granted. Teachers will still fulfill all school/district assignments and responsibilities on a prorated basis.]

If, for any reason, a mutual agreement is not reached prior to the opening of school, parties will continue to meet until an agreeable solution is determined. Upon said agreement, release time will be implemented as quickly as reasonably possible.

The Association President and/or designee shall have up to three days per year to attend workshops and/or conferences relating to Association business without loss of pay. These days shall not be deducted from personal necessity or sick leave. In the event that professional negotiators are employed to negotiate for the Association or the District this provision is null and void.

14. Continuation of Leave

- (a) If an employee has exhausted all existing leaves and desires to be absent from the District for up to one additional year, the employee may apply for a continuation of his/her unpaid leave.
- (b) This type of leave shall be granted only to tenured employees. The duration of the leave shall be not less than a semester nor longer than two semesters. This type of leave is without pay and shall not be counted toward STRS retirement or as a part of service to the District but shall not be viewed as a break in service.
- (c) A written request shall be submitted to the District to determine if the request would meet any one of the following criteria:
 - 1) Is needed due to the illness of the employee; or
 - 2) Is needed to enable the employee to provide immediate care for his/her seriously ill child, stepchild, parent, or spouse; or
 - 3) Is needed to enable the employee to provide childcare for his/her child with special needs.
- (d) If the District finds that the request meets any of the criteria, the application shall be submitted to the Board for approval.

15. Federal/State Family Care/Medical Leave

The Association and District recognize the federal Family and Medical Leave law (“FMLA”, 29 U.S. Code Sec. 2601 et seq.) and California Family Rights Act (“CFRA”, Cal. Govt. Code section 12945.2) provides mandatory provisions regarding leaves for employees and family members under specified conditions. To the extent current contractual provisions provide benefits in excess of benefits provided by FMLA and CFRA, the contractual provisions remain effective, subject to future negotiations. To the extent current contractual provisions provide benefits less than the minimums mandated by the FMLA and the CFRA, the federal and state laws shall prevail. In combination, the FMLA and CFRA laws provide at least the following:

- (a) An employee who requests leave to be a caregiver for a family member as defined in (d) below and qualifies for FMLA/CFRA, must use the following paid leaves if available:
 - Kin Care (up to 5 days)
 - PN (up to 7 days)
 - The employee may then apply up to 18 additional sick days of their available accumulated sick leave to being a caregiver prior to going into an unpaid status.

- This will allow an employee to use up to 30 of their own accumulated sick days to serve as a caregiver for those categories identified under FMLA/CFRA.
- (b) Health insurance coverage shall be maintained and paid for by the District for the duration of the leave not to exceed twelve work weeks in a twelve-month period. Beyond the twelve work weeks, the employee may continue his/her coverage by payment of the necessary premiums on a monthly basis. The District may recover the premium paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave of absence or other circumstances beyond the control of the employee.
- (c) There is no carry-over of unused leave; federal/state Family Care Leave does not accumulate from year to year.
- (d) Definitions
- 1) “Child” means a biological, adopted, or foster child, a stepchild, a legal ward of the employee or the employee’s domestic partner, or child of a person standing in loco parentis. Under the CA CFRA, the child may be of any age and does not need to be incapable of self-care because of a mental or physical disability.
 - 2) A “Spouse” means a partner in marriage as defined in Family Code section 300 or a registered domestic partner, within the meaning of Family Code sections 297 through 297.5. As used in this article and the family Code, “spouse” includes same-sex partners in marriage.
 - 3) A “Domestic Partner” is any person in a relationship pursuant to the requirements for filing as domestic partners under California Family Code section 297 and who has registered with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners.
 - 4) A “Parent” means a biological, foster, or adoptive parent, a parent in law, step parent or other person who stood in loco parentis to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in loco parentis to the employee as a child.
 - 5) A “Parent in Law” means a spouse’s or domestic partner’s biological, foster, or adoptive parent, a parent in law, step parent or other person who stood in loco parentis to the spouse or domestic partner when the spouse or domestic partner was a child. A biological or legal relationship is not necessary for a

person to have stood in loco parentis to the spouse or domestic partner as a child.

- 6) A “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, a child of an employee or the employee’s domestic partner, or a person to whom the employee stands in loco parentis. “In loco parentis” means in the place of a parent; instead of a parent; charged with a parent’s rights, duties, and responsibilities. It does not require a biological or legal relationship.
 - 7) A “Grandchild” means the child of an employee’s child.
 - 8) A “Grandparent” means a parent of the employee’s parent.
 - 9) A “Sibling” means a person related to the employee by blood, adoption, or by having a common legal or biological parent.
 - 10) A “designated person” is “any individual related by blood or whose association with the employee is the equivalent of a family relationship.” Employees are limited to one time use of designated person as a cloase family member in the applicable 12-month benefit year.
 - 11) “Serious health condition” means illness, injury, impairment, or physical or mental condition of the employee or a child, parent or spouse of the employee that involves either (1) inpatient care in a hospital, hospice, or residential health care facility; or (2) continuing treatment or supervision by a health-care provider.
- (e) If both parents of a child who are entitled to Family Care Leave under the first paragraph (a) above are employees of the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents Family Care Leave totaling more than a combined total of twelve work weeks specified in paragraph (a).
 - (f) The employee shall provide reasonable advance notice to the District of the need for Family Care Leave, the reason the leave is needed, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty calendar days prior to the date a leave is to begin, the employee must provide at least thirty calendar days written advance notice.
 - (g) The District may require written medical verification by the employee’s health professional to verify the serious health condition of the child, spouse, parent, or employee.
 - (h) Seniority protection - Family Care Leave does not constitute a break in service for seniority under the bargaining agreement or District employee benefit plan.

- (i) Family Care Leave is an unpaid leave of absence unless an employee elects to use appropriate paid leave set forth in this Agreement. When available paid leave is exhausted, the balance of the Family Care Leave, if any, is unpaid. Any paid or unpaid leave entitled to be taken and taken for a reason that would also entitle the employee to federal and state Family Care Leave shall be designated also as federal/state Family Care Leave and counted against the employee's federal/state Family Care Leave entitlement.
- (j) Upon return from a federal/state Family Care Leave, an employee is entitled to return to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, including the same work site (if available). However, the employee has no right to return to the same position if it is no longer available. The determination of whether a position is equivalent shall be based on established District policies and the collective bargaining agreement.
- (k) To the extent not specifically covered in paragraphs (a) through (j), above, federal/state Family Care Leave shall be governed by the minimum employee and employer rights contained in the federal Family and Medical Leave Act (29 U.S.C. Sections 2601 et seq.) and the California Family Rights Act (Cal. Government Code Section 12945.2).

16. Family Care Leave

An employee shall be provided unpaid leave to care for a seriously ill child, parent, or spouse for up to twelve months. In addition, employees are entitled to take up to twelve weeks unpaid leave per year for:

- (a) The birth of the employee's child.
- (b) The placement of a child with the employee for adoption or foster care.
- (c) A serious health condition rendering the employee unable to perform his/her job. (Family and Medical Leave Act of 1993)

The employee may continue his/her coverage and dependent coverage by payment of the necessary premiums on a monthly basis. At the end of the agreed upon leave, the employee shall be returned to the same or similar position he/she held prior to the leave.

All employees may take up to twelve months unpaid leave following the birth or adoption of a child. (E.E.O.C. Title VII)

17. Catastrophic Leave Bank

- (a) Creation and Purpose

- 1) The Association and the District agree to create a Catastrophic Leave Bank (“Bank”) effective January 1, 1997.
- 2) The Bank will permit employees of the District to donate eligible leave credits to an employee when that employee or a member of his/her family suffers a catastrophic illness or injury.
- 3) “Catastrophic illness or injury” is defined as 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 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 his/her sick leave, and other paid time off, excluding differential leave.
- 4) “Employee’s family” is defined as husband, wife, son, or daughter of the employee or stepchildren of the employee.
- 5) Days in the Bank shall accumulate from year to year.
- 6) Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Bank participant.
- 7) The Bank shall be administered by a Joint Committee (“Committee”) of two members appointed by the Association President and two members appointed by the District.

(b) Eligibility and Contributions

- 1) All employees on active duty with the District are eligible to contribute to the Bank.
- 2) Participation is voluntary but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 3) Employees who elect not to join the Bank upon first becoming eligible must wait until the next date of assessed contribution and then must contribute at least two days of sick leave or the actual assessment, whichever is greater.
- 4) The contribution, on the appropriate form, must be authorized by the unit member.
- 5) Cancellation occurs automatically whenever an employee fails to make his/her contribution or assessment. Cancellation, on the proper form, may be affected at any time, and the employee shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously

authorized for contribution to the Bank shall not be returned if an employee elects cancellation.

- 6) Contributions shall initially be made between November 1 and January 1 for the 1996/97 school year. Employees returning from extended leave which included the enrollment period and new hirees will be permitted to contribute within thirty calendar days of beginning work. The District shall supply enrollment forms for the Bank to all new and those employees returning from leave.
- 7) Employees wishing to participate in the Bank shall make an initial contribution of two days the first year of participation. Part-time employees will have their contribution prorated.
- 8) The Committee may require, at any time, an additional day, or days of assessed contribution of participants if the number of days in the Bank falls below a level to be determined by the Committee. Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a Bank participant has no remaining sick leave at the time of the assessment, he/she need not contribute the additional day(s) to remain a participant in the Bank. However, upon the next District allocation of yearly leave to that Bank Participant, that Bank Participant will repay whatever assessment was previously made but not contributed to the Bank by that Bank Participant.

(c) Withdrawal From the Bank

- 1) Bank participants who have exhausted all paid leaves, excluding differential leave, may withdraw from the Bank for catastrophic illness or injury.
- 2) Participants who have exhausted sick leave, but still have differential leave available, are eligible for a withdrawal from the Bank. The District shall pay the participant no more than a full day's pay. The Bank shall be charged no more than a full day's pay regardless of the differential leave award.
- 3) The first ten workdays of illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay the first time the participant qualifies for a withdrawal draw from the Bank. For subsequent withdrawals within twelve consecutive months for any unrelated catastrophic illness, the first five duty days of illness must be covered by the participant's own sick leave, differential leave, or leave without pay.
- 4) If a participant is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the participant's family.

- 5) Withdrawals from the Bank shall be granted in units of no more than thirty working days. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed ninety workdays within a school calendar year.
- 6) Participants applying to withdraw or extend their withdrawal from the Bank are required to submit a physician's statement indicating the nature of the illness or injury and the probable length of needed absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential.
- 7) For any participant applying to the Bank or requesting an extension of withdrawal, the Committee may require a medical review by a physician of the Committee's choice at the participant's expense. The Committee shall choose only a physician who qualifies under the District insurance policy. Refusal to submit to the medical review will terminate the participant's eligibility to withdraw from the Bank. The Committee may deny an initial application or extension of withdrawal from the Bank based upon failure to comply with terms and conditions outlined in Article IX, Section 17.
- 8) Leave from the Bank may not be used for illness or disability which qualifies the participant for Workers' Compensation benefits unless the participant has exhausted all Workers' Compensation leave, his/her own all paid leaves, excluding differential leave and provided further that the member signs over any Workers' Compensation checks for temporary benefits to the District. If there are any Workers' Compensation checks signed over to the District, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Workers' Compensation payment is equivalent to a regular day of pay at the negotiated rate for that participant. "Regular day of pay" means the employee's annual salary divided by the required number of days of service as set forth in the employee's contractual work year. If the District challenges the Workers' Compensation claim, the participant may draw from the Bank, but upon settlement of the claim, the Bank shall be reimbursed the days by the District.
- 9) When the Committee may reasonably presume that the applicant for a draw may be eligible for a private disability award, a disability retirement or disability allowance under STRS or, if applicable, Social Security, the Committee shall require that the applicant apply for such benefits. The applicant shall deliver a copy of such application to the Associate Superintendent of Human Resources. Failure of the applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty calendar days will disqualify the draw applicant from further Bank payments. Any requests for additional medical information from STRS, Social Security, or other benefit administrator shall

be submitted within twenty-one days or the participant's entitlement to Bank payments shall cease. If denied benefits by STRS, Social Security, or other benefit administrator, the applicant must appeal or entitlement to the Bank shall cease.

- 10) If the Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
- 11) Withdrawals shall become effective immediately upon the exhaustion of sick leave, all other paid leaves, excluding differential leave and the waiting period provided for in Section (c)4, whichever is greater.

(d) Administration of the Bank

- 1) The Committee shall have the responsibility of maintaining the records of the Bank, receiving withdrawal requests, verifying the validity of requests, approving, or denying the requests, determining that a recipient or applicant is no longer eligible and communicating its decisions, in writing, to the participants.
- 2) Withdrawals may not be denied on the basis of the type of illness or disability.
- 3) Applications shall be reviewed, and decisions of the Committee reported to the applicant, in writing, within ten workdays of receipt of the application.
- 4) The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
- 5) By October 1 of each school year, the District shall notify the Committee of the following:
 - a) The total number of accumulated days in the Bank on June 30 of the previous school year.
 - b) The number of days contributed by employees for the current year.
 - c) The names of participating employees.
 - d) The total number of days available in the Bank.

6) By the tenth calendar day of each month, the District shall notify the Committee of the following:

a) The names of any additional employees who have joined in accordance with Paragraph (d)2

b) The total number of days in the Bank at the beginning of the previous month

c) The total number of days remaining in the Bank on the last day of the month

(e) Exempt From Grievance Article

This section on Catastrophic Leave Bank, shall not be subject to the grievance procedure contained in this Agreement.

ARTICLE X

CLASS SIZE

The District, recognizing the problems of a rapidly growing school district, will attempt to maintain average class size of twenty-five (25) to thirty (30), which is appropriate to a good learning environment.

In the event that redirection or other District options are not feasible, an elementary (4, 5, and 6 grades) class that reaches thirty-three (33) (inclusive of SDC) students will be provided, on a temporary basis, two (2) additional hours of instructional aide time per day. When class sizes reach thirty-six (36), an additional forty-five minutes of instructional aide time per day will be provided, not to exceed three (3) hours, forty-five (45) minutes per aide per day. (This does not include categorically funded aide time.)

Staffing ratios, as established and maintained by the District, will be used to regulate and trigger new classes/sections and the hiring of new employees at all levels.

1. For purposes of this article, SDC students that are accompanied by an instructional aide or nurse or are not mainstreamed during instructional time in the general education class (for example, are only mainstreamed during recess, lunch, PE, VAPA, etc.) will not be counted for determining class size.

ARTICLE XI
TRANSFERS

1. Definitions

(a) Transfer

A change from one site to another.

(b) Assignment and/or Reassignment

A change from one grade level to another or one subject to another at the same site.

2. Procedure

(a) Assignment

All employees shall be notified in writing of their assignment changes to site and grade level or subject area, on or before the last certificated teacher contracted workday. The Superintendent or designee, at his/her discretion, reserves the right to change the assignment any time. Employees will be provided written notice of subsequent assignment changes.

(b) Posting of Vacancies

During the period of October 1 through June 30, the Superintendent or designee shall post a notice of all certificated employee vacancies occurring in the bargaining unit. These notices shall be posted in each faculty lounge and the posting shall remain for a minimum of five (5) working days. Any member of the bargaining unit may apply for transfer and/or reassignment to the vacant position within five (5) working days of the Notice of Vacancy. Employees who have applied for voluntary transfers and furnished the District with their summer itinerary and a self-addressed stamped envelope shall be given an opportunity for an interview within the time frame established by the District Office.

All requests for voluntary transfers and/or reassignment shall be considered on the basis of the following criteria:

- 1) Vacancies;
- 2) Welfare of the educational program;
- 3) Credentials to perform the required services;
- 4) Experience within the grade level and/or subject area;
- 5) District-wide seniority; and
- 6) Judgment of the Superintendent and/or designee.

Employees of the District, meeting the qualifications, shall be given consideration for the assignment for which they apply. The District agrees that prior to hiring anyone for a certain position, the District will screen all District applicants. If fewer than three (3) qualified District employees apply for the position, all will be interviewed. If more than three (3) qualified District employees apply, the District will interview a minimum of three (3) District applicants for the position. Interviewees will be notified in writing of the District's decision.

3. Involuntary Transfer

- (a) Involuntary transfers may be made at the discretion of the Superintendent or designee, based on the educational needs of the District.
- (b) Voluntary Transfer Policy items (1) through (6) will be considered when an involuntary transfer is necessary due to changes in enrollment or changes in program through the Voluntary Transfer Policy.
- (c) Every effort will be made to restrict involuntary transfers to no more than two (2) grade levels in either direction.
- (d) An employee who is to be involuntarily transferred shall be given the reason(s) for the transfer.
- (e) When a certificated teacher is involuntarily transferred to another site after the assignment change notification date, the certificated teacher will be provided moving assistance and a stipend of \$300. The stipend will only be provided if the site administrator cannot provide reasonable/sufficient time to accomplish the move within the teacher's contractual work year.

4. Employees shall be notified of their seniority status within the District by October 15 of each school year.

5. Involuntary Transfer

- (a) Involuntary transfers shall be made for the following reasons:
 - (i) a decrease in site enrollment requiring a decrease in the number of unit members needed at a particular site; pursuant to Article X, Class Size;
 - (ii) elimination of program(s) and/or funding;
 - (iii) school site openings or closures
 - (iv) unforeseen educational needs of the District, involuntary transfers may be made at the discretion of the Superintendent or designee. The unit member(s) shall receive justification in the event that an involuntary transfer occurs in a circumstance involving unforeseen educational needs.
- (b) The final decision on involuntary transfers shall not be punitive or retaliatory in purpose, with the exception of those transfers related to progressive discipline.
- (c) Members shall not be transferred to a position outside the scope of their teaching credentials and/or their major or minor fields of study

without the written consent of the member.

- (d) Process
- (i) Prior to commencing the involuntary transfer process, members shall be given the opportunity to volunteer to transfer as a surplus teacher. The site Principal shall first solicit volunteers from the entire staff. This may be done in person or in writing. The second step shall be for the site Principal to solicit volunteers from the specific grade span. They shall also inform the grade span that if no teacher volunteers, the involuntary transfer process will commence.
 - (1) In the event that a member elects to transfer, prior to commencing the involuntary transfer process, they shall be paid up to six (6) hours for packing and up to six (6) hours for unpacking at the hourly rate. Upon written request from the unit member the district shall provide moving assistance through the district's maintenance department.
 - (2) In addition, a teacher who volunteers to transfer as a surplus teacher prior to commencing the involuntary transfer process will be exempt from an involuntary transfer for the following school year.
 - (3) All available positions in the District will be shared with staff prior to commencing the involuntary transfer process.
 - (ii) To commence the Involuntary Transfer process, the site principal, Human Resources, and the RTPA President will utilize the Involuntary Transfer Tie Breaking Point Chart (Appendix H) to determine the staff member transferred. The chart shall be applied to the appropriate grade span (TK-2 or 3-6) and/or subject area. The Principal, in consultation with the Ruma Resources Department, will tabulate points based upon the chart. The final chart will be shared with RTPA leadership and the unit member impacted prior to any final transfer decision. Points are accumulated to determine the highest point total. Employees will be ranked based upon the point total. The employee(s) with the lowest point total will be eligible for involuntary transfer. If two (2) or more certificated employees have the same ranking total after calculation of points, further ranking shall be determined by a lottery conducted by the Superintendent or designee, in the presence of the Rocklin Teachers Professional Association.
 - (1) Unit members with 25+ years of teaching experience in RUSD are excluded from the involuntary transfer process.
 - (2) Unit members identified for involuntary transfer under this section shall be provided a list of current existing vacancies and have the right to indicate in writing his/her preference(s).
 - (3) If two or more employees are being involuntarily transferred, the most senior employee has the first choice of available positions.
 - (4) A member who is involuntarily transferred shall be paid up to six (6) hours for packing and up to six (6) hours for unpacking at the hourly rate.
 - (5) Upon written request from the unit member the district shall provide moving assistance through the district's maintenance

department.

- (6) Unit members who are transferred during the contracted work year shall be provided three (3) to five (5) days of paid release time for preparation prior to the effective date of the transfer.
- (7) A member involuntarily transferred shall have the first right to voluntarily return within the same school year or the subsequent school year, prior to the posting of that vacancy, to his/her previous site if it is reinstated or becomes vacant.
 - a) The member shall be notified by the District of the vacancy and the member shall declare his/her intent, via email directed to the Associate Superintendent of Human Resources or his/ her designee, within three (3) working days of such notification.
 - b) If the member returns to his/her previous site under this section, the member's rights shall be the same as if he/she had not been involuntarily transferred. This would include years of site experience on Appendix H.

ARTICLE XII
EVALUATIONS

1. It is understood and agreed by the parties that their principal objective is to maintain or improve the quality of education in the District. It is further understood and agreed that this objective can be more readily achieved by the manifest willingness on the part of the District to assist all employees in improving their professional skills.
2. Evaluation Procedure (See Appendix “B.”)
 - (a) Every probationary employee shall be formally evaluated by the site administrator, in writing, at least once each school year based on at least two formal observations but not more than four unless mutually agreed otherwise, with informal observations taking place as needed.
 - (b) Every permanent employee with less than ten years of teaching experience shall be formally evaluated by the site administrator, in writing, at least once every other school year, with informal observations taking place as needed. Consistent with California Education Code, a teacher with permanent status and at least 10 years with the school district may be formally evaluated every 5 years if their previous evaluation rated the employee as meeting or exceeding standards. The evaluator and the certificated employee must agree to the 5-year term. The certificated employee or the evaluator may withdraw consent at any time.
 - (c) Evaluation Sequence
 - 1) A general conference and staff orientation shall be held prior to September 30.
 - 2) A goal-setting conference between the evaluator and the employee shall be held prior to the end of November.
 - 3) Pre-observation conference: Prior to the formal observation, the evaluator and the employee shall meet and mutually agree to the elements, including goals and objectives, upon which the evaluation is to be based; however, no aspect of the educational program over which the teacher has no authority or responsibility shall be included.
 - 4) The formal observation(s) shall be arranged by the evaluator and the employee at least two (2) working days in advance of the observation.
 - 5) The post-observation conference shall be held within five (5) working days following the formal observation.

- 6) Informal observations may be held at the discretion of the evaluator with appropriate conferences as needed any time during the year.
 - 7) Summary Evaluation: Except for probationary employee, each formal evaluation shall be based upon at least one (1) observation, lasting a minimum of twenty (20) minutes or a maximum of one (1) hour. A Summary Evaluation shall be delivered to the employee at least thirty (30) calendar days prior to the last day of school.
 - 8) A Summary Evaluation conference shall be held prior to the last day of school in which the evaluator and the employee shall review what is incorporated in the written evaluation.
 - 9) The evaluatee may request, at any time, an additional formal observation by an evaluator mutually agreed upon.
- (d) The evaluator shall delineate a positive course of action to help correct any cited deficiencies. The employee will cooperate in working to improve such cited deficiencies. The evaluator's action may include specific recommendations for improvement, direct assistance in implementing such recommendations, and reasonable release time as determined by the site administrator for the employee to visit and observe other similar classes.
- (e) The evaluation instrument in Appendix "B" shall be used in all evaluations of employees.

ARTICLE XIII

SAFETY

Consistent with the Rocklin Unified School District Board Policies, the District recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The District is fully committed to maximizing school safety and in creating a positive learning environment for all members of the District.

1. A District/student protocol shall be developed and made available to support teachers with students exhibiting challenging behaviors. This protocol shall enumerate the options teachers have in addressing these behaviors.
 - (a) The District shall provide employees access to training for the purpose of providing a safe learning environment. These trainings shall include but not be limited to the following:
 - i. Programs developing actions plans related to safety concerns
 - ii. Programs that relate to anti-bullying
 - iii. Programs that relate to proactive behavior supports of all students
 - iv. Programs that relate to culture and climate
 - (b) The District shall provide employees access to training appropriate to addressing challenging behaviors of any student. These trainings shall include but not be limited to the following:
 - i. Programs related to restorative justice
 - ii. Programs relating to crisis situations
 - 1) External situations
 - 2) Internal situations
 - (c) In addition, assistance shall be provided by behaviorists, mental health professionals or others to advise employees on how to handle any and all students with extreme behaviors.
 - i. Referral process shall be developed and made available on the District web page staff room.
2. Teachers shall immediately report cases of assault, battery, or threats suffered by them in connection with their employment, to their Principal or other immediate supervisor who, with the teacher, shall decide if the incident warrants further action. If affirmative, the incident shall then be reported to the appropriate law enforcement agency. Every effort shall be made to settle minor problems at the building level. If they are not settled to mutual satisfaction at the building level, the Superintendent or designee shall be informed and designee shall act in an appropriate way per Education Code section 44812.
 - (a) Administration shall inform the appropriate site and district personnel of each pupil who has engaged or is reasonably suspected to have engaged in any suspendable/expellable offense consistent with California Education Code.

3. Education Code section 212.6 effective January 1, 1993, requires each educational institution in California to have a written policy on sexual harassment that includes information on where to obtain the specific rules and procedures for reporting charges of sexual harassment and for pursuing available remedies. This policy is to be posted in a prominent location and be made available on the District Web Page.
4. The District shall work with site administrators to provide adequate time during the contract day at the beginning of the school year to allow unit members to complete the required training on sexual harassment, blood borne pathogens, mandatory reporting and/or any other required training.
 - (a) The District shall provide adequate time for CPR/1st Aid Training during the contract day for any RTPA unit member who may need and/or would like CPR/1st Aid certification.
5. The District shall, during the duration of this contract, provide liability insurance for all certificated personnel in accordance with Education Code section 35208.
6. RTPA and the District agree to establish a Joint Safety Committee comprised of three Association Representatives from each level of elementary, middle, and high school appointed by RTPA to implement, monitor, and continually review and update an injury prevention program, a plan for district safety, emergency, and disaster preparedness. Association representatives shall receive release time without loss of compensation.
 - (a) A district wide School Site Council training on an annual basis and shall include the school safety criteria for each site. The training shall occur prior to November 1.
 - (b) The School Site Council may make recommendations to the Joint Safety Committee following each meeting throughout the school year.
 - (c) The Joint Safety Committee shall review identified concerns and make recommendations.
 - (d) Negotiable items shall be remanded back to the respective bargaining teams.

ARTICLE XIV

INSTRUCTIONAL AIDES

1. Sections 45340 through 45349, and 35021 of the Education Code dealing with instructional aides and volunteer aides are incorporated into this Agreement and shall be supplemented as follows:

- (a) Instructional Aides

- 1) An instructional aide will not be assigned without such teacher's consultation.
- 2) The duties to be performed by an instructional aide will be assigned by the supervising teacher with the approval of the site administrator.
- 3) A teacher who is supervising an instructional aide shall be responsible to evaluate and be empowered to recommend termination or reassignment of such aide if such teacher alleges that the aide is interfering with the teacher's performance or is not performing services satisfactorily.
- 4) The district will make every available effort to secure a substitute aide who will be assigned to a special education class in the event an instructional aide supporting a special education class calls in sick or is absent for any reason.

- (b) Volunteer Aides

- 1) Volunteer aides shall not be assigned to a teacher without mutual consent between teacher and site administrator.
- 2) The duties to be performed by a volunteer aide shall be the responsibility of the supervising teacher with the approval of the site administrator.
- 3) The site administrator shall supply all known pertinent background data of a voluntary aide to the teacher who is being asked to supervise such aide.
- 4) A teacher who is supervising a voluntary aide shall be empowered, after consultation with the site administrator, to terminate the services of such aide, through the procedure determined by the site administrator.

ARTICLE XV

ACADEMIC RIGHTS AND RESPONSIBILITIES

1. The interests of the students are served through the open exchange of ideas and positions which include popular and unpopular views. Bargaining unit members may include controversial issues and material as provided by courses of study and within the scope of the law.
 - (a) Bargaining unit members shall provide balanced presentations regarding a range of points of view concerning controversial issues.
 - (b) In dealing with controversial issues as part of the curriculum, bargaining unit members may express their own opinions or points of view, so long as they indicate clearly that it is a personal opinion and, while being valid for the unit member, may not be valid for others.
 - (c) Teachers exercising their academic rights and responsibilities shall not be retaliated against for expressing their professional viewpoints and opinions.

ARTICLE XVI

HEALTH, WELFARE, AND RETIREMENT BENEFITS

1. Health Insurance

Effective July 1, 2022, the District will pay up to nine hundred dollars (\$900.00) per month toward the actual cost of health, dental and vision benefit premiums for a full-time employee for any plan available through the Schools Insurance Group.

2. Exhaustion of District-Paid Sick Leave

Employees who are absent because of illness and who have exhausted all District-paid sick leave shall continue to receive full insurance coverage to be paid by the District for that period of illness not to exceed twelve (12) months or until termination.

3. Retirement – No District-Paid Benefits

Any employee hired after February 6, 1991, will receive no District-paid benefits after retirement. Employees who are retiring under STRS and who have served the District for a minimum of five (5) years may remain part of the group medical program, the group dental program, and the group vision program unless not permitted by the carrier. Such employee must prepay the District quarterly for such coverage except as provided below. The District will offer an open enrollment period for retirees into the health plan.

4. Retirement – District-Paid Benefits

(a) For employees who are commencing retirement under STRS on or after the ratification date of this agreement, the District will pay up to four hundred ninety dollars (\$490.00) per month toward the cost of the group health, dental and vision insurance for retiree only for any employee hired on or before February 6, 1991, who retires from the District after a minimum of fifteen (15) years, as and if permitted by the carrier. The retiree may prepay the District for spouse's coverage whenever permitted by the carrier. Qualifying employees will be covered for health benefits from retirement until they reach age sixty-five (65) or qualify for Medicare, and at that time they will be provided a secondary plan as a secondary carrier. Employees who do not qualify for Medicare will continue to receive the above dollar amount toward the purchase of health benefits. No qualifying retired employees will be provided coverage unless proof of Medicare ineligibility is provided. If the District provider refuses service, the District will pay premium to an insurance company selected by the employee for the amount not to exceed the District's contribution at that time.

- (b) Any employee who retired from the District prior to the effective date of this Agreement shall continue to receive whatever, if any, retiree benefits were provided by the agreement that was in effect at the time of their retirement.

5. Medical Examinations and Tests

All medical examinations and tests required by the District for employees shall be paid for by the District.

6. Early Retirement

The parties agree to implement Education Code Section 44929 for employees who desire to retire and meet the following conditions.

- (a) Age is between fifty-five (55) and sixty (60);
- (b) Eligible to retire under STRS rules; and
- (c) Submit a letter of retirement, effective at the end of the current school year, between March 1 and June 30.

7. Reduced Workload

The District may grant a “Reduced Work Schedule Program” pursuant to Education Code section 22713 to an employee subject to the following conditions which are in addition to the minimum requirements set forth in Section 22714:

- (a) An employee must have reached the age of fifty-five (55) years, but may not be older than sixty-four (64) years of age prior to reduction of workload.
- (b) An employee may participate in this program for not more than five (5) years, or age seventy (70), whichever comes first.
- (c) The employee shall be paid a salary which is the pro-rata share of the salary he/she would be earning had he/she not been granted a “Reduced Work Schedule Program.” The employee shall receive health, dental and vision benefits as provided in Section 53201 of the Government Code, in the same manner as a full-time employee.
- (d) An employee on a part-time basis under this program shall receive retirement credit on the same basis which he/she would receive if employed on a full-time basis. The employee and the District will both contribute to the STRS fund the amount prescribed by STRS for full-time employment.

- (e) The employee shall have been employed full time in a position requiring membership in STRS for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.
- (f) During the period immediately preceding a request for a reduction in workload, the employee shall have been employed full time in a position requiring membership in STRS for a total of at least five (5) years without a break in service. For purposes of this section, sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five (5) year full-time service requirement prescribed by this section.
- (g) The minimum part-time employment shall be the equivalent of one half (½) the number of days of service required by the employee contract of employment during his or her final year of service in a full-time position.
- (h) Prior to the reduction of an employee's workload under this section, the District, in conjunction with the administrative staff of the State Teachers' Retirement System and the Public Employees Retirement System, shall verify the eligibility of the applicant for the reduced workload program.
- (i) The District shall contribute to the Teachers' Retirement Fund an amount based upon the salary that would have been paid to the member had the member been employed full time and at the rate specified by the District.
- (j) The "Reduced Work Schedule Program" will be granted only in those instances where an assignment is mutually agreeable.

8. Duration of Benefits

- (a) The benefits provided in this Article shall remain in effect during the term of this Agreement. Should an employee's employment terminate during the school year, the employee shall be entitled to continued coverage under the health, dental, and vision plans for two (2) months. The employee shall pay the District for continued coverage on or before the fifteenth (15th) calendar day of each month preceding the benefit coverage, if authorized by the carrier.
- (b) Should an employee's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such employee shall be entitled to continue coverage under the health, dental and vision plans until October 1 of the ensuing school year. Such employee shall pay the premium for the continued coverage on or before the fifteenth (15th) calendar day of each month preceding the benefit coverage, if authorized by the carrier.

ARTICLE XVII

SHARED CONTRACT FOR REDUCED WORKLOAD

1. Purpose

The purpose of this program is to provide options for certificated employees who hold positions with salaries up to that of a school principal to share the responsibility of a full-time position with another qualified certificated employee. The District agrees to offer shared contracts when authorized by the on-site principal. The employees involved must submit a written plan to their principal/supervisor. Upon approval of the plan by the principal/supervisor, the plan will be submitted to the Associate Superintendent of Human Resources for final consideration. At no time will the cost to the District amount to more than the cost of one full-time employee plus benefits. If the shared contract, in the opinion of the principal, does not succeed, the employees involved will be notified in writing and will revert to Options (a) or (b). Under this program, certificated employees may share a position by:

- (a) Working half a day;
- (b) Working one (1) semester or one point five (1.5) trimesters (split equally the remaining workdays);
- (c) Working alternate weeks;
- (d) Working a three (3) day/two (2) day split;
- (e) Working a two-point five (2.5) day split week;
- (f) Other.

2. Certificated employees may, at their own option and subject to District approval, elect to share a contract for a full-time position under the following conditions:

- (a) A letter of intent must be filed by March 15 indicating each employee's desire to share a contract for a full-time position for the coming year.
- (b) A letter of resignation must be signed that the employee accepts a lesser percentage contract, and his/her seniority will be accrued at that lesser percentage of contract time.
- (c) Minimum employment under this program shall be equal to one half of the number of contract days normally required of the full-time certificated employee. (This includes all preschool, postschool, inservice, and release days listed on the calendar.)

- (d) A new employee working half time will become tenured as a half-time employee after two (2) years.
- (e) The employee, except for those employed the second half of the contract year only, will receive one-half (1/2) salary which is to be paid on a monthly basis for twelve (12) months. Employees employed for the second half of the contract year only may receive one-half (1/2) salary on a monthly basis for twelve (12) months if they post a bond guaranteeing service to the District or receive their salary on a monthly basis for the months commencing when they start teaching the second half of the contract year.
- (f) The employee may receive all fringe benefits granted to personnel in his/her classification at a rate equal to one half that of a full-time employee if the employee contributes additional monies to purchase the full coverage.
- (g) The employee and the District's contribution to the retirement system will be based on an actual salary paid. The employee will receive only the pro-rated service credit toward years of service as computed by the employee's retirement system.
- (h) The employee will receive pro-rated credit for longevity advancement on the salary schedule.
- (i) Sick leave benefits are accrued based on the pro-rated normal rate. Workers' Compensation insurance is based on the employee's actual salary.
- (j) Substitutes

When an employee in the shared contract program uses a substitute, he/she must indicate which leave provision is being used, such as sick leave, personal necessity, or other leave. The person sharing the contract with the individual will, if he/she desires to do so, substitute for the partner. This will be done at the prevailing substitute pay rate; otherwise, a regular substitute will be employed.

- (k) Both members of a team are responsible for information from staff or grade level meetings. One (1) member of the team will be required to attend these meetings and will be responsible for sharing all information with the team partner. Both are also responsible for taking an active part in District and school inservice, parent conferences, yard duty, and other duties as required. When additional time of service is required, then the half-time employee will be paid for the additional time at his/her regular rate of pay; otherwise, the employee will have the option of leaving when his/her usual time has been fulfilled. A calendar will be developed by the school site administrator specifying required workdays for each team.
- (l) Although some flexibility may be allowed, scheduling is the responsibility of the District.

- (m) The shared-contract teaching assignments shall be made only with the approval of the District.
- (n) Assignments of shared-contract employees shall be made in the best interest of the District as finally determined by the District. Assignments will be made for a period not to exceed one (1) school year.
- (o) If one partner does not continue for the full period of the assignment and no other suitable partner can be employed, the remaining partner may be assigned on a full-time basis at the discretion of the District.
- (p) If a shared contract employee wishes to return to full-time teaching for the next school year, he/she must fill out a letter of intent by March 15. He/she will be offered the first available teaching position for which he/she is qualified and placed on the salary schedule on the basis of the accrued years and units earned. Accrued seniority within the District will also be maintained, and if more employees wish to return to full-time teaching than there are positions available, then assignments will be made on the basis of seniority, provided each is equally qualified for the position. If no full-time position is available, the employee will retain his/her shared-contract position.

ARTICLE XVIII

WAGES

1. Salary Schedule

- (a) The current Certificated Salary Schedules – Appendices “C” and “D”
- (b) For the purposes of this paragraph 1, “per diem rate” shall mean the employee’s annual salary divided by the required number of days of service as set forth in the employee’s contractual work year.
- (c) The following employees work above the standard one hundred eighty-six (186) day work year for teachers and will be compensated at the employee’s per diem rate as their work year is defined in Article VII – Hours of Employment:
 - Counselors
 - K-12 Librarians
 - Nurses
 - Speech Pathologists
 - School Psychologists
- (d) The unit member’s hourly rate for curriculum and staff development and teacher prep coverage shall be the same as the hourly rate paid to summer school, independent study, and adult education.

2. Payroll Period

The District agrees to a twelve (12) month pay period for all employees except the first year for new hires. Salary payments shall be made not later than five (5) working days after the last day of the pay period.

3. Classification by Professional Preparation

Employees shall be placed on the appropriate class of the salary schedule with approval of the District Superintendent, in accordance with the degrees and advanced preparation they have completed. The stipend amount reflected on the Certificated Salary Schedule in Appendix C for a Master’s Degree, and the stipend amount reflected on the Certificated Salary Schedule in Appendix C for a Ph.D. /Ed. D will be paid where appropriate.

4. Initial Step Placement

- (a) Teachers shall be given credit for previous teaching experience on a year-for-year basis, up to a maximum of twelve (12) years with placement on Step 13, at the time of initial placement on the salary schedule. Teaching experience, for salary

schedule purposes, shall include only full-time paid experience in positions requiring certification qualifications.

- (b) Teachers who have served in less than full-time positions elsewhere prior to becoming a District teacher, including any required internship after receipt of a Bachelor's Degree, shall be allowed to compute acquisition of a full year's credit over a two or more consecutive year period. When the teacher's aggregate over a two or more consecutive year period equals a full year's credit, the teacher shall be given one year's credit for purposes of initial salary schedule placement. When the teacher's aggregate of equivalent teaching experience exceeds seventy-five percent (75%) but less than one hundred percent (100%) of a full teaching year, the teacher shall be given credit for one full year for purposes of initial salary schedule placement.
- (c) Teachers who serve in less than full-time District positions shall be allowed to compute acquisition of a full year's credit over a two or more consecutive year period. When the teacher's aggregate over two or more consecutive year period equals a full year's credit, the unit member shall be granted credit for a year of experience for salary schedule purposes beginning the following school year.

5. Step and Column Requirements

- (a) The advancement on the salary schedule shall be at the rate of one (1) step each year of experience; however, no employee shall advance more than one (1) step per year.
- (b) The employee will be responsible for notifying the District by April 15 if he/she is to move on the salary schedule, but the District may provide a form for this purpose as a reminder in April.
- (c) Units for salary advances must be completed by August 25. Official verification of same is required.
- (d) No employee shall advance on the salary schedule unless the employee has worked at least seventy-five percent (75%) of the work year.
- (e) Employees will advance on the salary schedule based on working at least seventy-five percent (75%) of a full time equivalent (FTE). For employees working less than a .75 FTE, advancement on the salary schedule will occur when the individual accrues a minimum of .75 of an FTE in consecutive work years. Employees working less than a .75 FTE, will not be allowed to accrue additional FTE over .75 from year to year. Additional service time above .75 FTE cannot be accrued. This step advancement will be effective July 1 of the following school year.
- (f) For the purpose of this section, "work" shall be defined as performing one's normal duties or being on District fully paid leave status for up to 90 days of the member work year in any given school year. Unpaid or partially paid leaves of absence and/or days on District fully paid leave status beyond 90 days of the member work

year in any given school year shall not be counted as “work” for the purpose of this section.

6. Extra Compensation Pay Schedule

Employees serving in extra compensation positions shall be paid in accordance with the Extra Compensation Pay Schedule as found in Appendix “E.” The same percent added to the negotiated salary schedule and section 1 shall apply to the entire Extra Compensation Pay Schedule.

7. Additional Work Pay

For a project that requires a credential, the District shall establish the amount to be paid on a project-by-project basis and offer it to the certificated employees through the regular posting process. Selection will be made according to Article X, Section 2(b).

8. Employee Travel

- (a) Employees who are authorized to use their own automobiles in the performance of their duties, and employees who are assigned to more than one (1) school per day, shall be reimbursed for all authorized travel at the rate established by the District.
- (b) Employees who are authorized to use their personal cars for field trips or other business of the District shall receive the benefits provided in Paragraph 8(a) above.

ARTICLE XIX

PEER ASSISTANCE AND REVIEW PROGRAM

A. A Peer Assistance and Review Program (“PAR program” or “Program”) is hereby established as authorized by Article 4.5 of Chapter 3 of Part 25 of the Education Code, commencing at Section 44500.

B. Purposes of the Program

The primary purpose of the Program is improvement of delivery of the District’s instructional programs through provision of peer assistance and review to any permanent teacher who:

1. receives a rating of less than “effective” on the summary evaluation (see factor G on the District’s Summary Evaluation Report); or
2. receives a rating of less than “effective” on any two or more of the five evaluation factors (factors A through E on the District’s Summary Evaluation Report); or
3. voluntarily requests assistance to improve instructional performance. Unlike teachers under 1 and 2, above, a volunteer’s classroom performance shall not be subject to a written evaluation of the volunteer’s participation in the Program by a Support Provider/Consulting Teacher. A certificated administrator may at any time recommend to a teacher that he/she obtain the assistance and review of a Support Provider/Consulting Teacher.

[A teacher described under 1 or 2, above, shall be known as a “referred PAR participant.” A teacher described under 3, above, who has not been referred to the Program as described below shall be known as a “volunteer PAR participant.”]

The funds received from the State under the Peer Assistance and Review Program may also be expended for, and Support Provider/Consulting Teachers may be assigned for, any of the purposes described in subdivision (b) of Education Code §44506, including (1) the Marian Bergeson Beginning Teacher Support and Assessment System, (2) the California Pre-Internship Teaching Program, (3) a District intern program described in the Education Code at §§44325-44329, (4) professional development or other educational activities previously provided under the Mentor Teacher Program (described in the Education Code commencing at §44490); and any program that supports the training and development of new teachers.

C. Joint Teacher-Administrator Peer Review Panel

1. The Program’s governance structure shall include a Joint Teacher—Administrator Peer Review Panel (the “PAR Panel” or “Panel”). All duties and responsibilities not specifically assigned to the Panel by this Article (see C4, below) shall remain with the Superintendent or designee.
2. The PAR Panel shall consist of five members, three of whom shall be permanent certificated classroom teachers who have served as Support Provider/Consulting Teachers for a minimum of two years. They will be chosen through an election

conducted by the Association only among certificated classroom teachers. The coordinators of the program will attend all PAR panel meetings and will serve in an advisory capacity to the panel and assist in hiring and the evaluation of the program. The remaining members shall be school site administrators or other management employees appointed by the Superintendent or designee. Teacher Panel members shall serve four-year staggered terms except that in the initial Panel the three teachers shall draw lots; the first term of one teacher shall be two years, the second teacher's first term shall be three years, and the third teacher's first term shall be four years. The successor of each teacher shall serve a four-year term. The administrator Panel members shall serve the length of time determined by the Superintendent but may be removed and replaced by the Superintendent at any time.

3. The Panel shall attempt to make decisions by consensus; if a vote is required, however, action of the Panel shall require the affirmative vote of at least three members. For purposes of coordination of the PAR Program, the Panel will communicate directly with the Superintendent or designee.
4. The PAR Panel shall:
 - a. Select a chairperson;
 - b. Establish Panel rules and regulations;
 - c. Provide for Panel member training;
 - d. Select Support Provider/Consulting Teachers from those applicants (see D.4, below) and monitor their work by providing the opportunity for Participating Teachers to give input regarding the effectiveness of the support given by the BTSA Support Provider/Consulting Teacher. This may be given in written form directly to one of the District Coordinators for review. This input may be shared with the Support Provider/Consulting Teacher and his/her site administrator, if requested by the Support Provider/Consulting Teacher, but will not become part of the Consulting Teacher's personnel file.
 - e. Provide for Consulting Teacher Training.
 - f. Review peer review reports and related documents prepared by Support Provider/Consulting Teachers;
 - g. After receiving a referral from an evaluator, appoint a Support Provider/Consulting Teacher to provide assistance to and review of a referred PAR participant and send written notice of the appointment to the referred PAR participant, the Support Provider/Consulting Teacher, and the site administrator of the participant;
 - h. Monitor the progress of referred PAR participants, and by April 1 of the school year in which the PAR Program was used to assist a teacher make recommendations to the District's Board of Trustees regarding each referred PAR participant, including forwarding to the Board the names of referred PAR participants who, after sustained assistance by a Support

Provider/Consulting Teacher(s), have not demonstrated satisfactory improvement. All reports made to the Board pursuant to this provision shall also be delivered to the Superintendent or designee by April 1. At least five teacher workdays before any Panel report regarding a referred PAR participant is submitted to the Board of Trustees, it will be provided to the referred PAR participant, the site administrator, and the Support Provider/Consulting Teacher;

- i. If in one year five or more teachers have been referred to the program, the panel will evaluate the impact of the PAR Program in order to improve the Program. Evaluation may include (but is not limited to) interviews or surveys of Program participants;
- j. Submit recommendations for improvement of the PAR Program to the District's Board of Trustees and the Association each year by May 1; and
- k. In consultation with the Superintendent or designee, annually recommend a budget for the PAR Program which shall be subject to final revision and approval by the Superintendent and Board of Trustees.

The Panel shall meet at least four times each school year to review the work of the Support Provider/Consulting Teachers and to accomplish other business within its jurisdiction. Annually each teacher PAR Panel member shall be paid a stipend of \$800.00 (in ten equal payments) from the total annual State funding for the PAR Program in the District. The stipend anticipates additional work by each teacher Panel member not to exceed 32 hours in any school year. If the 32-hour time limit is exceeded, the teacher Panel member will receive the contractually agreed upon current hourly rate.

D. Consulting Teachers

1. Based upon the State allocation, the Panel shall select Consulting Teachers from each of the four following designated grade categories: K-3, 4-6, 7-8, and 9-12. A Support Provider/Consulting Teacher may serve more than one term.
2. Support Provider/Consulting Teachers shall serve three-year staggered terms and may continue to serve on an annual basis based upon need and approval of the PAR Panel.
3. A Support Provider/Consulting Teacher shall:
 - a. Be a credentialed classroom teacher with permanent status or a retired teacher with recent Support Provider/Consulting Teacher experience;
 - b. Have substantial recent experience in classroom instruction (at least three years teaching experience preceding appointment as a Support Provider/Consulting Teacher); and
 - c. Have exemplary teaching ability as shown by demonstration of, among other things,
 - (1) Effective communication skills;
 - (2) Comprehensive subject matter knowledge;
 - (3) Mastery of a range of teaching strategies necessary to meet needs of pupils in different contexts; and

- (4) Ability to cooperate effectively with teacher aides, teachers, and administrators in the District.
 - d. Demonstrated positive personal relations, collaboration, and team-building skills.
 4. Support Provider/Consulting Teachers shall be selected by the Panel from among those qualified teachers (see D3, above) applying for the position.
 - a. Prior to selection of Support Provider/Consulting Teachers, persons applying for the position shall be observed by one or more Panel members in classroom observations in order to confirm the existence of the qualifications described in D3, above.
 - b. The Panel shall make the final selection of Support Provider/Consulting Teachers by May 7 for the subsequent school year and shall notify them prior to the end of the current school year.
 5. The Support Provider/Consulting Teacher will collaborate with the referred PAR participant's site administrator by (a) seeking clarification from the administrator concerning the basis for the less-than-effective rating that resulted in the referral; (b) ongoing communication with the administrator; and (c) prompt delivery of copies of observation reports and recommendations to the administrator and the Panel. In contrast to their work with referred PAR participants which requires ongoing communication with the participant's site administrator, Support Provider/Consulting Teachers shall not share with a volunteer participant's site administrator their communications with the volunteer participant without permission of the participant.

Site administrators shall participate in ongoing communications with Support Provider/Consulting Teachers and shall give prompt consideration to a Support Provider/Consulting Teacher's request for assistance.
 6. Support Provider/Consulting Teachers shall be paid a monthly stipend based on the PAR Program Stipend Schedule (in nine equal payments) from the total annual State funding for the PAR Program in the District. The stipend anticipates additional work of each Support Provider/Consulting Teacher not to exceed 150 hours in any school year. The stipend will vary depending upon the number of teachers being served by a Support Provider/Consulting Teacher.
 7. For each referred PAR participant, an assistance plan including performance goals shall be developed by the Support Provider/Consulting Teacher and the participant in collaboration and cooperation with the participant's site administrator. A meeting attended by the three parties shall occur in May to develop the assistance plan for the next school year. The plan shall focus on those performance areas rated less than "effective" by the referred participant's evaluator. The plan shall be in writing, clearly stated, aligned with pupil learning, and consistent with the applicable California Standards for the Teaching Profession.
 8. A Support Provider/Consulting Teacher's assistance and review shall include but not be limited to multiple observations of the referred PAR participant during periods of classroom instruction. Such observations shall be performed by the

Support Provider/Consulting Teacher, though at the request of the Consulting Teacher and with the prior approval of the site administrator another observer may be utilized to assist the Support Provider/Consulting Teacher. Nothing contained herein shall be deemed to affect the right of the site administrator or other designee to conduct classroom observations independent of and in addition to those of the Support Provider/Consulting Teacher and the right of the site administrator or designee to fulfill his/her duties and responsibilities under the District's evaluation procedure.

9. The referred PAR participant's activities toward meeting written performance goals will be observed and documented by the Consulting Teacher through written observation records, and these records shall be used for advising and monitoring the referred PAR participant in the Program. A copy of these documents will be given to the participant, the PAR Panel, and pursuant to the requirements of Education Code §44662(d), the participant's site administrator. By March 1, a final written report shall be prepared by the Support Provider/Consulting Teacher describing the measures of assistance provided to the referred PAR participant and the results of the assistance in the areas rated by the evaluator as less than "effective." At least five teacher workdays before it is submitted to the Panel and the evaluator, the report will be delivered to the referred PAR participant for his/her review and written response, and any written response will be attached to the report and retained in the participant's personnel file. The Support Provider/Consulting Teacher's final report shall be placed in the referred PAR participant's personnel file, and the participant may provide written comments concerning the final report for retention with the report in the personnel file.
10. It is the responsibility of the District and the Support Provider/Consulting Teacher to provide the referred PAR participant with staff development activities intended to assist the participant in improving his/her teaching skills and knowledge.
11. A Support Provider/Consulting Teacher shall not be assigned more than three PAR participants (referred or volunteer) within a school year, nor more than two at any one time. If a Support Provider/Consulting Teacher is already working to assist and review two PAR participants at the time a Support Provider/Consulting Teacher is needed, another Support Provider/Consulting Teacher shall be assigned as Consulting Teacher for that PAR participant.
12. The Support Provider/Consulting Teacher shall maintain a record of the kinds of assistance and review he/she has provided for each referred PAR participant and the dates and amount of time spent in each area of assistance and review. The record shall be available to the PAR Panel and the Support Provider/Consulting Teacher's site administrator.

E. Miscellaneous

1. A referred PAR participant may at any time present reasons in writing to the Panel why a specific Support Provider/Consulting Teacher should be replaced. Any such written request shall be considered by the PAR panel.
2. The PAR Program shall not in any manner diminish or otherwise affect the rights and responsibilities of teachers, administrator/evaluators, administrators, or the

Board of Trustees under other provisions contained in the collective bargaining agreement, Board policies and administrative regulations, and/or the law.

3. Expenditures for the PAR Program shall not exceed revenue received from the State for the PAR Program.
4. This Article shall remain in effect for as long as state funding for the California Peer Assistance and Review Program for Teachers is received by the District. If state funding for the PAR Program is eliminated, this Article shall expire and have no force or 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 Program has lost funding.
5. The District and Association agree that this Article shall be reopened if either 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 this Article. The parties further agree that this Article may be reopened at any time by mutual written agreement.
6. 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 any permanent, probationary, or temporary certificated employee.
7. Nothing herein shall modify or in any manner affect the rights of the Governing Board/District or teacher under provisions of this Agreement or the Education Code relating to employment, classification, retention, suspension, termination, or non-re-election of certificated staff.
8. Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section 44938.
9. The members of the PAR Panel and Support Provider/Consulting Teachers shall receive from the District legal protection against liability for their participation in this Program as provided by Education Code Section 44503 to the same extent as any other certificated employee engaged in a work assignment.
10. Proceedings and materials related to the administration of this program shall be confidential. Therefore, Panel members and Support Provider/Consulting Teachers shall disclose such information only as necessary to administer the Program.
11. Referred PAR participants shall review all reports and other documentation provided to them by a Support Provider/Consulting Teacher and may, within five teacher workdays after receiving any such documentation, respond either orally or in writing to the Support Provider/Consulting Teacher. If the documentation has been or will be submitted to the PAR Panel, the referred participant's written response will be

attached to the documentation submitted to the PAR Panel and reviewed by the Panel.

12. In any meeting with a referred PAR participant after the PAR process has commenced, a Support Provider/Consulting Teacher, if requested by the participant, will discuss whether or not the participant's instructional performance has improved during the PAR process. The referred PAR participant shall cooperate with the Support Provider/Consulting Teacher and make a good faith effort to comply with the Support Provider/Consulting Teacher's recommendations related to the assistance plan.
13. A referred PAR participant may submit a request in writing to the PAR Panel that an assigned Support Provider/Consulting Teacher be replaced, and another Support/Provider/Consulting Teacher assigned. The written request shall contain the reasons for the request. After receiving such a request, the Panel shall meet and determine whether or not to grant the request and shall then notify the participant of its decision. The decision of the Panel is final.
14. Functions performed by teacher Panel members and/or Support Provider/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.
15. This Article may be reopened by either Party in contract negotiations in each of the first three years of implementation, beginning 2000-2001.
16. The contents of reports and any decision by the PAR Panel are not grievable under the District's or this Agreement's grievance procedure, but a PAR participant may file responses to any PAR Program documentation which will be retained with the assistance plan and other PAR documents in the participant's personnel file.

ARTICLE XX
PROGRESSIVE DISCIPLINE

1. This Article shall not limit the District's right to evaluate or to reprimand orally or to counsel employees.
2.
 - (a) Normally, an employee whose work or conduct is of such nature as to possibly incur discipline shall first be counseled by an administrator. The administrator shall then give no less than ten (10) working days to permit the employee to correct the deficiency without incurring disciplinary action. Normally, at least one (1) written warning shall be given before disciplinary action is imposed. The employee may submit a response or rebuttal to the written reprimand or warning which will be retained in the records along with the reprimand.
 - (b) All written warnings and employee responses, if any, shall be filed separately from the employee's personnel file. In the event the Superintendent or designee subsequently gives written notice to the employee of the District's intent to suspend the employee and the employee appeals, all such written warnings are admissible.
3. The District may suspend employees with or without pay for a maximum of fifteen (15) working days, pursuant to the following provisions:
 - (a) The suspension shall be based upon just cause, including but not limited to:
 - 1) Failure to follow reasonable administrative rule or directive that falls within the job description
 - 2) Any cause set forth in Section 44932 of the California Education Code
 - (b) The Superintendent or designee shall give written notice to the employee of the District's intent to suspend the employee. Notification to an employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. Certified Mail, postage prepaid, and addressed to the last known address of the employee. The notification shall contain the following:
 - 1) A statement of the specific acts and omissions upon which the disciplinary action is based;
 - 2) A statement of the cause or causes, for the action taken;
 - 3) If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;

- 4) A statement of the suspension proposed, including beginning and ending date(s);
 - 5) A statement that the employee has a right to discuss informally the proposed suspension with the Superintendent or designee prior to the suspension and a proposed date, time, and place for such pre-suspension discussion;
 - 6) A statement that the employee may appeal the proposed suspension by filing a grievance directly with the Superintendent or designee within five (5) working days from the date of the notice of suspension;
 - 7) A statement that the employee shall have five (5) working days in which to respond to the notice of suspension. If the employee does not respond, the District will schedule the suspension and provide notice thereof to the employee. The pre-suspension discussion, unless waived, shall take place within seven (7) working days from the date of the notice.
- (c) The pre-suspension discussion shall be informal. The employee shall be given the opportunity to present facts and arguments regarding the proposed suspension.
- (d) The Superintendent or designee shall inform the employee of the decision to suspend or not to suspend within three (3) working days from the date of the pre-suspension discussion or after five (5) days from the date of the notice of suspension if the employee did not respond.
- (e) 1) Any dispute arising out of the application of this Article, except for written reprimands, shall, upon request of the grievant and at the discretion of the Association, be submitted to final and binding arbitration as provided for in this Agreement. In the event a dispute goes to final and binding arbitration, the suspension shall be deferred pending the outcome of the arbitration.
- 2) Written reprimands shall, upon request of the grievant and at the discretion of the Association, be subject to this Agreement's Grievance Procedure, except any such grievance shall be limited to exhaustion of Level Four only.
- (f) In emergency situations requiring immediate suspension, the District may suspend with pay the employee without scheduling a pre-suspension discussion. In such emergency situations, the Superintendent or designee shall schedule an informal discussion with the employee and provide the employee with written notice thereof as soon as possible after the suspension has commenced.
- 1) Nothing in this Article shall limit the District's right to institute dismissal and immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code, nor shall discipline under this Article be regarded as a pre-condition to any proceedings under the California Education Code.

- 2) Suspensions pursuant to this Article shall not reduce or deprive the employee of seniority or health benefits.
 - 3) The employee may request the presence of an Association representative at any meeting scheduled by an administrator where disciplinary action is contemplated.
4. The District may transfer employees for any violation/cause as outlined in California Education Code 44932.

ARTICLE XXI

MAINTENANCE OF BENEFITS

The District shall not reduce or eliminate any benefits or professional advantages which were enjoyed by employees under this Agreement as of the effective date of this Agreement, unless otherwise provided by the express terms of this Agreement.

ARTICLE XXII

STATUTORY CHANGES

Reduction or elimination of employee benefits which are brought about by amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties, within ten (10) District Office working days of such amendments or repeal, to advise all concerned parties.

ARTICLE XXIII

SAVINGS

1. If any provision of this Agreement or any application thereof to any employee is held to be contrary to law, then such provision or application will be deemed invalid to the extent required by such decision, but all other provisions or applications shall continue in full force and effect.
2. Should a provision or application be deemed invalid, as described in Paragraph 1 above, the District shall reinstate any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet not later than ten (10) District Office working days after such decision to renegotiate the provision or provisions affected.

ARTICLE XXIV

SPECIAL EDUCATION

Article XXIV: Special Education

Special Education Resource Guide

When developing and/or updating the Special Education Resource Guide, the District shall notify the Association of its intent to do so and shall inform the Association of the opportunity for bargaining unit members to participate in the process.

Coordination Between Special Education and General Education Classrooms

The District supports the successful placement of special education students in general education classrooms and recognizes the impact on workload of classroom teacher. Principals shall assign students in such a way as to minimize the impact and to equalize the student load unless prohibited by instructional design (i.e.: Co-teaching). The District and RTPA expects all teachers to fully support the inclusion of special education students in their classes.

When the timeline is practical, the District shall notify affected unit member(s) prior to assigning a special education student to a general education classroom and shall provide the general education teacher with any necessary documentation or recommendations regarding the proper inclusion of that student so that the student may be served appropriately.

In the event the student receiving special education services spends more than 30% of their core instructional day in the general education classroom, said student shall be included on the general education teacher's class list.

1. Paragraph 1 of Article X – Class Size, shall apply in these situations as well.

Individualized Education Programs (IEP)

When the current teacher(s) and/or teacher(s) for the subsequent school year are known, the bargaining unit members whose duties are impacted by an IEP shall be provided the opportunity to serve on the team responsible for developing, reviewing, and/or revising the students IEP. Any bargaining unit member serving as an administrator (or one representing the district in an administrative capacity) in any IEP process shall do so on a volunteer basis.

Due Process

When a bargaining unit member is required to participate in a due process procedure, the District shall provide the unit member with release time without loss of compensation, when necessary. If the due process procedure is held during prep time or after regular hours of employment, unit members shall receive the hourly rate of pay.

Counsel retained to represent the District in any such hearing shall meet with the unit member regarding preparation for the hearing.

Caseloads/Class Sizes

The District agrees to honor all special education class sizes and/or specialist caseloads as dictated by California Education Code.

The District shall make a reasonable effort to maintain the following special education classes

and/or specialist caseload limits which apply to all pupils for whom ongoing direct service is required:

Special Day Classes Non-categorical	15
Emotional Disturbance	8
Communication Delays	15
ILS (Functional Academic Skills)	12
SDC Autism (STP) M/S	7
Resource Specialist Programs	28
Designated Instructional Services Adaptive PE	55
Speech Therapists	55
Speech and Language exclusively for students with exceptional needs between the ages of three and five years.	40

In the event the class size and/or caseload exceeds two (2) students more than the aforementioned limits, due to fluctuating special education numbers or if a request is made in the best interest of the students by the teacher, the teacher shall notify the site administrator. If further support is necessary, the site administrator and/or teacher shall notify the Education Services Department and the District shall evaluate the following considerations:

- Support Least Restrictive Environment (LRE) for all students
- Safety as outlined in Article XIII
- Capacity and design of facilities, including equipment for student services
- Geography and location of assigned sites
- Intensity and impact of student behaviors
- Severity of individual student needs and healthcare needs
- Diversity of student needs in a single class
- Time required for positioning, nutrition, specialized healthcare, and toileting
- Number of assigned adults
- Scheduling multidisciplinary staff services
- Scheduling students with multi-grade, age, and educational needs.
- Impact of intensive curricular, assessment or methodological demands
- Multiple session IEP's
- Unanticipated impact on class manageability
- Impact of on-going training and monitoring Staff
- Working with interpreters
- Effects of legal mandates

An evaluation shall be completed within ten (10) days from the notification of caseload excess. Once the evaluation is complete, the District shall determine if the appropriate response is to reconfigure the current class size and/or caseload or add additional staff into the classroom. The response will be implemented as soon as feasibly possible.

The Special Education Department will provide monthly class size/caseload reports to RTPA and the Special Education Solutions Panel for inspection and review.

Speech Therapists

When a speech therapist's caseload is increased beyond the aforementioned guidelines due to another unit member's leave of absence or unfilled vacancy, he/she shall be compensated at his/her per diem rate, including any applicable stipend amounts, for such extra work.

School Psychologists

In the event a School Psychologist is required to assume the responsibilities of another unit member due to a leave of absence or unfilled vacancy, he/she shall be compensated at his/her per diem rate, including any applicable stipend amounts, for such extra work.

Instructional Materials

The District shall ensure that each unit member serving as a Special Education teacher has sufficient core curriculum textbooks, and teacher editions (electronic and/or hard copy), as well as any specialized curriculum to meet the individual needs of the special education students on their caseload.

Instructional Aides/Paraprofessionals

Instructional aides supporting ILS, FSP, STP classes shall be staggered throughout the day to support a bus-to-bus schedule as needed. The district will make every attempt to provide no less than one instructional aide throughout the instructional day to support Special Education programs.

Professional Development

1. Universal Staff Development
 - a. All staff shall be trained annually on District special education policies and practices.
2. Staff Development for Special Education Teachers
 - a. Special education teachers shall be provided opportunities for staff development to meet the unique needs of their student populations.
 - b. Special education teachers shall have the opportunity to receive the same curriculum and instructional training as general education teachers as long as the training provided aligns with and is relevant to the teacher's current curricular offerings.

Communication:

1. Special Education Communication Protocol

The District and RTPA believe that effective communication is essential to providing high quality programs for students with disabilities and creating and maintaining a positive and

productive culture and climate. For these reasons, the following procedure is intended to mitigate communication breakdowns, ensure resolution, and improve operational effectiveness. Specifically, pursuant to the attached RUSD Special Education Department Communication Agreement, communication breakdowns will be addressed in the following manner:

Step 1 When a Unit member emails Special Education Department staff, they should expect to receive a response within two business days unless otherwise noted in an out of office message.

Responses will do one of the following:

- Provide an answer to the question asked;
- Timeline for when it will be answered; or
- Date and time to meet if appropriate

Step 2 If there is no response received within two business days, the unit member will resend the email to the Special Education Department staff and cc: the Assistant Director of Special Education and Director of Special Education.

Step 3 If there is no response within two business days, the unit member will resend the Step 2 email and cc: the Deputy Superintendent of Educational Services, Associate Superintendent of Human Resources, and the RTPA President.

Special Education Department staff and members of RTPA share responsibility for maintaining positive communications by ensuring emails are clear, concise, and productive. Unit members using this protocol shall not be subject to retaliation as a result.

2. District Committees

RTPA and the District are committed to using an interest-based problem-solving approach to addressing special education concerns not resolved to the satisfaction of unit member by their school site administrator or the special education department. The District and RTPA agree to the establishment of a joint Special Education Solutions Panel (Panel) for this purpose.

Panel Purpose

The panel will use a consensus-building approach in generating solutions. Unresolved concerns could include, but not be limited to, the following:

- Class size/caseload concerns
- Instructional materials
- Professional Development
- Instructional Aide support
- New program models
- Protocols, Flowcharts, Compliance
- Curriculum
- Policies and procedures

Solutions generated by the Panel will be evaluated against objective standards and/or criteria agreed upon by the panel members and the extent to which they satisfy their shared interests. Every effort will be made to reach a consensus decision. When and if consensus is not possible, the decision of the Panel will be based on a super-majority vote (no less than three RTPA votes to support and not less than two District votes to support).

Panel Membership

The panel would be comprised of four (4) RTPA members and three (3) District administrators. RTPA members would receive an annual stipend of \$3,600 for their Panel participation.

Implementation and Training

During the first year of implementation, the Panel will:

- Participate in 2-full days of Interest-Based Problem-Solving (IBPS) training. The training would be available to a large number of District and RTPA participants (no more than 30 representatives each) but would be mandatory for members of the panel.
- Following training, and in the first four months of implementation, the Panel will meet two times per month.
- All meetings of the Panel will be facilitated by a neutral third party and may schedule meetings during or after the school day.
- The Panel will prepare and present to the Superintendent's Cabinet and RTPA Executive Board a report of the Panel's progress annually during the spring semester.
- The Panel will prepare and present to the Governing Board a report of their annual progress during the fall semester.

The panel will establish a reporting schedule in year two that, at a minimum, will provide the Governing Board and the Superintendent's Cabinet and RTPA Executive Board with an annual report of progress.

ROCKLIN UNIFIED SCHOOL DISTRICT
AGREEMENT BETWEEN THE
BOARD OF TRUSTEES
AND
ROCKLIN TEACHERS PROFESSIONAL ASSOCIATION

RATIFICATION

The signatures affixed to this contract indicate that these persons have the express authority of their respective organizations to sign and execute this contract.

DATED: May 20, 2015

ROCKLIN PROFESSIONAL TEACHERS ASSOCIATION

By: Barbara Scott
Barbara Scott, President

By: Colleen Crowe
Colleen Crowe, Chairperson, Negotiating Committee

ROCKLIN UNIFIED SCHOOL DISTRICT

By: Todd Lowell
Todd Lowell, President, Board of Trustees

By: Roger Stock
Roger Stock, Superintendent

**PERFORMANCE EVALUATION
MANUAL
FOR
CERTIFICATED STAFF**

Human Resources Office
2615 Sierra Meadows Drive
Rocklin, California 95677

ROCKLIN SCHOOL DISTRICT
PERFORMANCE EVALUATION MANUAL
FOR CERTIFICATED STAFF

PHILOSOPHY OF EVALUATION

The purpose of our schools is to provide educational opportunities for the maximum growth of each individual within our educational system. We believe a positive self-image, self-realization, and constructive participation in our society is best enhanced through the intellectual, cultural, emotional, social, and physical development of each person.

Recognizing that successful education is the mutual responsibility of the community and the educator, the Rocklin School District commits itself to:

- ◆ Open and effective communications among students, parents, citizens, and educators.
- ◆ Secure qualified educators who create dynamic learning situations, communicate effectively with all individuals and function cooperatively within the school-community.
- ◆ Develop school policies that utilize available resources to fulfill the needs and interests of participants in the educational process.

The following goal statements represent the purpose and direction that the school and community feel are most important in the development of effective human beings.

GOAL STATEMENTS

Citizenship - To develop a respect for and an understanding of our governmental processes and acquire the knowledge, habits, and attitudes associated with responsible citizenship.

Appreciation of and a Desire for Knowledge - To develop in each person an appreciation and desire for knowledge that will be continued throughout life.

Respect for Rights of Others - To encourage individuals to develop tolerance, empathy, and concern for all people irrespective of ability, race, color, or creed.

Feelings of Self-Worth - To develop in each person an understanding and acceptance of himself as an important human being with unique talents and potential.

Individualized Instruction - To develop and expand the abilities of each person by providing a program of instruction based upon needs, interests, and resources.

Effective Communication Skills - To encourage each person to develop the knowledge and skills necessary for effective oral and written communications.

Basic Skills - To develop in each person concepts and competencies in the basic academic skills.

Curriculum Development - To expand the abilities of each person with a comprehensive, meaningful, and relevant curriculum that will enable him to function in our rapidly changing society.

Wise Use of Leisure Time - To develop in each person the skills and attitudes that will lead to a constructive use of leisure time.

Critical Thinking and Problem Solving - To develop in each person the ability to gather, interpret, and evaluate the information needed to make responsible decisions in the school, the home, and in life.

Career and Occupational Development - To develop in each person an awareness and understanding of the career opportunities open to him in life and the skills necessary to take advantage of these opportunities.

Religion (Individual Philosophy) - To encourage the development of a personal moral system and a respect for each individual's religious belief.

GENERAL POLICY AND RULES

Evaluation of Certificated employees shall be provided for by the administrative staff of the Rocklin Unified School District.

It will be the immediate responsibility of the principal of the school to provide for the evaluation of his teaching staff.

Formal evaluation procedures shall be provided for probationary teachers a minimum of one time a year. Formal evaluation shall be made of tenured teachers a minimum of once every two years. When the principal of the school is aware of the need for a formal evaluation of the tenured teacher, he shall institute such procedures. Refer to Article XII – Evaluations, 2 (a) and (b).

SEQUENCE

- 1.0 General conference and staff orientation shall be held prior to September 30.
- 2.0 Goal-setting conference between the evaluator and the employee to be held prior to the end of November.
- 3.0 Observations
 - 3.1 Pre-observation conference to be held within five (5) working days prior to the initial formal observation.
 - 3.2 Formal observation by the evaluator. Probationary and temporary employees will be observed at least twice but not more than four times during the year with the first observation prior to December 1 and the second prior to February 15. Tenured employees will be observed at least once every other year prior to April 1.

- 3.3 Post-observation conference to be held within (5) working days following the formal observation.
- 3.4 Informal observations at the discretion of the evaluator with appropriate conferences as needed any time during the year
- 3.5 Follow-up observation conferences as needed any time during the year.
- 4.0 A summary evaluation will be delivered to the employee at least thirty (30) calendar days prior to the last day of school.
- 5.0 A summary evaluation conference will be held with each evaluated employee prior to the last day of school.

GUIDELINES AND PROCEDURES

- 1.0 General conference and staff orientation - Each immediate supervisor will be responsible for orientation of his/her staff relative to the evaluation process. Such orientation shall include distribution and discussion of the "Performance Evaluation Manual for Certificated Staff."
- 2.0 Goal-Setting Conference - Each evaluator shall conduct a goal-setting conference with each evaluatee prior to the end of November.
 - 2.1 Clarification of Evaluation Process.
 - 2.2 Establish one to three standards as specific areas of focus.
- 3.0 Pre-Observation Conference - Each evaluator shall conduct a conference with each evaluatee prior to any formal observation. The conference shall include:
 - 3.1 Analysis of needs assessment and constraints within teaching situation.
 - 3.2 Discussion of evaluatee's goals, District standards of student achievement, curricular objectives, teaching techniques and strategies, and quality of classroom learning environment.
 - 3.3 Scheduling of the initial formal observation at a mutually agreeable time and date.
- 4.0 Observations shall verify the accomplishment of specified objectives, teaching strategies, evaluation procedures, and serve as the basis for improvement of instruction. The following aspects are samples of criteria that may be observed:
 - 4.1 Enthusiasm, sense of humor, common sense, alertness, health, grooming, communication skills.
 - 4.2 Physical environment, effective classroom procedures.

- 4.3 Teacher planning, student motivation, appropriateness of materials and activities, opportunities for individual and group expression.
- 4.4 Presentation of material, integration of evaluation.
- 4.5 Classroom control, teacher-student respect and rapport, student leadership and encouragement of independent working skills.
- 4.6 Use of student personnel data, parent reports, development of student self-development and evaluation.
- 4.7 Identification of learning difficulties, use of diagnostic, prescriptive and achievement data, use of resource personnel.
- 4.8 Utilization of available community resources, reflection of positive attitude concerning school when interacting with the community.
- 4.9 Relates effectively with staff in planning, coordination, and activities.
- 4.10 Participation in conferences, workshops, et cetera, continued teacher growth through academic or non-academic experiences.
- 5.0 Informal observations will take place as needed and/or as requested with Items 3.1 through 3.10 as an observation guide.
- 6.0 The post-observation conference should take place as soon as possible following the initial formal observation. The conference will include a cooperative analysis of the initial formal observation and plans by which the evaluatee may improve and/or maintain instructional performance.
- 7.0 The follow-up observation and conference shall be based upon the initial post-observation conference and the cooperative plans formulated therein. Additional observations and conferences will be scheduled by the evaluator or requested by the evaluatee.
- 8.0 The summary evaluation conference represents the culmination of the total evaluation process for the school year and is based on the Formal and Informal Observations in addition to student achievement and evaluation, maintenance of program control, preservation of suitable learning environment, and performance of other duties and responsibilities.

ROCKLIN UNIFIED SCHOOL DISTRICT
Evaluation Goal-Setting Conference Form

Teacher: _____

Status: _____

Site: _____ Probationary 1 ___ Permanent ___

Grade Level/Subject: _____ Probationary 2 ___ Temporary ___

Year of Evaluation: _____

Purpose: The purpose of the goal-setting conference is to provide an opportunity for a conversation about good teaching as reflected in the California Standards of the Teaching Profession and to establish an evaluation focus. In addressing the seven standards, you may select one to three standards as specific areas of focus. However, in the evaluation process, you are responsible for satisfactory performance in all seven standards.

Administrator's Initials	Date of Conference	Circle Focus Standards for the Year	STANDARDS Select one to three standards as specific areas of focus
		1.	Engages and Supports All Students in Learning
		1.1	1.1 Connects students' prior knowledge, life experience, and interests with learning goals
		1.2	1.2 Uses a variety of instructional strategies and resources to respond to students' diverse needs
		1.3	1.3 Facilitates learning experiences that promote autonomy, interaction, and choice
		1.4	1.4 Teaches subject matter, problem solving, critical thinking, and skills in meaningful activities
		1.5	1.5 Promotes self-directed, reflective learning for all students
		2.	Creates and Maintains a Suitable Learning Environment for Students
		2.1	2.1 Organizes the physical environment to promote student learning
		2.2	2.2 Plans and implements classroom procedures and routines that support student learning
		2.3	2.3 Establishes a climate of fairness and respect
		2.4	2.4 Promotes social development and responsibility in independent and group learning
		2.5	2.5 Establishes and maintains standards for student behavior
		2.6	2.6 Uses instructional time effectively
		3.	Understands and Organizes Subject Matter
		3.1	3.1 Demonstrates knowledge of subject matter and student development.
		3.2	3.2 Organizes curriculum to support student understanding of subject matter
		3.3	3.3 Interrelates ideas and information within and across subject matter areas.
		3.4	3.4 Develops student understanding of subject matter through instructional strategies.
		3.5	3.5 Uses available materials, resources, and technologies to make subject matter accessible to students
		4.	Plans Instruction, Designs Learning Experiences for All Students, and Demonstrates Effective Instructional Techniques and Strategies
		4.1	4.1 Draws on and values students' backgrounds, interests, and developmental learning needs
		4.2	4.2 Establishes and communicates goals for student learning
		4.3	4.3 Develops and sequences instructional activities and materials for student learning
		4.4	4.4 Designs long and short-term plans to support student learning based on district-adopted materials
		4.5	4.5 Modifies instructional plans to adjust for student needs

		5.	Assesses Student Learning (Adherence to curricular objectives)
		5.1	5.1 Establishes learning goals for all students based on district-adopted curriculum
		5.2	5.2 Collects and uses multiple sources of information to assess student learning
		5.3	5.3 Involves and guides students in assessing their own learning
		5.4	5.4 Uses the results of assessments to guide instruction
		5.5	5.5 Communicates with students, families, and other audiences about student progress
		6.	Fulfills Instructional Duties and Professional Responsibilities
		6.1	6.1 Reflects on teaching and learning
		6.2	6.2 Engages families in student learning
		6.3	6.3 Utilizes available community resources to support student learning
		6.4	6.4 Works with colleagues to improve teaching and learning
		6.5	6.5 Pursues opportunities to contribute and grow professionally
		6.6	6.6 Fulfills non-instructional duties as assigned.
		6.7	6.7 Demonstrates ability to work effectively and professionally with individuals and groups; communicates effectively orally and in writing; fulfills Board-adopted Code of Ethics of the Teaching Profession; endeavors to grow professionally
		6.8	6.8 Attends required meetings
		6.9	6.9 Maintains records and equipment
		6.10	6.10 Supervises students outside classroom
		7.	Promotes Students' Progress Toward District Standards of Expected Student Achievement
		7.1	7.1 Assesses students' progress towards standards
		7.2	7.2 Communicates results of assessment to evaluators

OTHER STANDARDS AS ESTABLISHED BY ADMINISTRATORS AND TEACHER:

COMMENTS:

Supportive Evidence:

Examples: Journal: _____ Student Work: _____ Surveys: _____ Assessment Tools: _____ Lesson Plans: _____ Other: _____

The principal will discuss and review with the teacher the supportive evidence as part of the summary evaluation conference at the end of the year. The principal and the teacher will select and collaborate about the evidence and the method of presentation.

EVALUATEE'S SIGNATURE

DATE

EVALUATOR'S SIGNATURE

DATE

SUPERINTENDENT'S SIGNATURE

DATE

ATTACHMENT ~ Yes ~ No

ROCKLIN UNIFIED SCHOOL DISTRICT
Evaluation Goal-Setting Conference Form Attachment

Teacher: _____

Date: _____

STANDARD	OBJECTIVES (Teacher's Action Plan)	SUPPORTIVE EVIDENCE
1		
2		
3		

Teacher

Date

Principal

Date

ROCKLIN SCHOOL DISTRICT
Pre-observation Conference Form

TEACHER: _____ DATE: _____

To be completed by evaluatee prior to the pre-observation conference:

A. PURPOSE OF LESSON

B. LEARNER OUTCOMES

C. INSTRUCTIONAL STRATEGIES

D. ASSESSMENT OF LEARNING

This lesson includes the following teaching focus standards as discussed at the Evaluation Goal-Setting Conference:

Teacher

Date

Principal

Date

**ROCKLIN SCHOOL DISTRICT
Formal Classroom Observation Form**

Teacher: _____
 School: _____
 Observation Date: _____
 Subject: _____

Observer: _____
 Grade Level: _____
 Time: From _____ to _____
 Activities: _____

- A. **PURPOSE OF LESSON** Observed /Not Observed
 Comments:
- B. **LEARNER OUTCOMES** Observed /Not Observed
 Comments:
- C. **INSTRUCTIONAL STRATEGIES** Observed /Not Observed
 Comments:
- D. **ASSESSMENT OF LEARNING** Observed /Not Observed
 Comments:

EVALUATOR'S RECOMMENDATIONS:

The following focus standards, as reflected on the Evaluation Goal-Setting Conference Form, were recognized by the evaluator as being incorporated into the lesson plan:

Observer _____ Date _____

* Teacher _____ Date _____

*SIGNATURE DOES NOT INDICATE AGREEMENT. A WRITTEN RESPONSE MAY BE ATTACHED WITHIN 10 WORKING DAYS.

ROCKLIN UNIFIED SCHOOL DISTRICT Summary Evaluation Report

Teacher: _____
Site: _____
Grade Level/Subject: _____
Year of Evaluation: _____

Status:
 Probationary 1 _____ Permanent _____
 Probationary 2 _____ Temporary _____

Definitions

1. Consistently exceeds the professional standards of competence
2. Meets and occasionally exceeds the professional standards of competence
3. Infrequently meets the professional standards of competence, Needs Improvement*
4. Rarely meets the professional standards of competence, Unsatisfactory*

*Requires written plan for improvement

EVALUATION				
1	2	3	4	
				1. Engages and Supports All Students in Learning
				2. Creates and Maintains a Suitable Learning Environment for Students
				3. Understands and Organizes Subject Matter
				4. Plans Instruction, Designs Learning Experiences for All Students, and Demonstrates Effective Instructional Techniques and Strategies
				5. Assesses Student Learning (Adherence to curricular objectives)
				6. Fulfills Instructional Duties and Professional Responsibilities
				7. Promotes Student Progress Toward District Standards of Expected Student Achievement
				8. Summary Evaluation

Commendations: _____

Plan for improvement (see attachment):

Continuation _____ Recommended	Improvement Plan to be _____ Developed, Modified, or Continued	Not Recommended for _____ Continuation
-----------------------------------	---	---

EVALUATOR'S SIGNATURE

DATE

*EVALUATEE'S SIGNATURE

DATE

SUPERINTENDENT'S SIGNATURE

DATE

ATTACHMENT YES NO

Ten Year teacher: This teacher's next evaluation will be on: _____

* SIGNATURE DOES NOT INDICATE AGREEMENT. A WRITTEN RESPONSE MAY BE ATTACHED WITHIN 10 WORKING DAYS.

APPENDICES C, D, E, F AND G

**ROCKLIN UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
2023-2024**

STEP	Emergency /Intern (Y)	A	B	C	D	E	F
1	49,628	58,182	58,611	59,041	59,467	59,897	61,992
2	52,196	59,041	59,467	59,897	60,324	63,319	65,534
3	54,763	59,897	60,324	60,754	63,319	66,739	69,078
4	54,763	60,754	61,178	65,888	68,997	72,106	74,630
5	54,763	62,250	65,364	68,475	71,586	74,702	77,317
6	54,763	62,250	67,957	71,074	74,183	77,295	80,000
7	54,763	62,250	70,550	73,670	76,777	79,889	82,684
8	54,763	62,250	73,145	76,257	79,372	82,484	85,374
9	54,763	62,250	75,745	78,854	81,963	85,078	88,056
10	54,763	62,250	78,333	81,447	84,558	87,675	90,744
11	54,763	62,250	78,333	84,041	87,148	90,266	93,426
12	54,763	62,250	78,333	84,041	89,746	92,854	96,106
*13	54,763	62,250	78,333	84,041	91,903	96,777	100,166
14	54,763	62,250	78,333	84,041	94,121	100,966	104,500
15	54,763	62,250	78,333	84,041	97,546	104,390	108,042
16	54,763	62,250	78,333	84,041	97,546	109,522	113,356
17	54,763	62,250	78,333	84,041	97,546	114,658	118,670

Emergency/

Intern (Y) Emergency/Intern credential or permit

- A BA or BS degree
- B BA or BS degree plus fifteen (15) graduate units
- C BA or BS degree plus thirty (30) graduate units
- D BA or BS degree plus forty-five (45) graduate units completed or MA or MS degree
- E BA or BS degree plus sixty (60) graduate units or a MA or MS plus fifteen (15) graduate units
- F BA or BS degree plus seventy-five (75) graduate units or a MA or MS plus thirty (30) graduate units

* Maximum entry level for out-of-district experience

\$1,224 - Stipend for MA or MS or \$1,788 for Ph.D./Ed.D.

\$2,312 - Stipend for RSP/SDC Teacher (1 - 9 Years), \$4,624 (10 Years +) with RUSD (effective 7/1/19)

Longevity: Upon completion of 25 years as an eligible RTPA member - \$2,282

Upon completion of 30 years as an eligible RTPA member - \$4,564

Revised: May 20, 2015 reflects 5% increase for 2014-15 on steps retro to July 1, 2014

Revised: May 20, 2015 reflects 1% increase for 2015-16 on steps/stipends plus new column VI effective July 1, 2015

Revised: September 1, 2015 reflects increasing class VI from 1.75% to 3.5% effective July 1, 2015 (Column VI fully funded October 31, 2015)

Revised: November 16, 2016 reflects changing titles from Class 1, 2 etc to A, B C and populating empty cells

Revised: December 14, 2016 reflects 2% increase effective November 1, 2016

Revised: October 3, 2018 reflects 1.95% increase retroactive to July 1, 2017

Revised: January 16, 2019 reflects 5% increase effective July 1, 2018

Revised: January 16, 2019 reflects Compression of frozen cells and 1.86% increase effective July 1, 2019

Revised: October 20, 2021 reflects 4% increase effective July 1, 2021

Revised: June 22, 2022 reflects a 5.33% increase for 2022-2023 and \$52 increase to the benefit cap, effective July 1, 2022

Revised: October 19, 2022 reflects a 1.55% true-up increase for 2022-2023 (for an overall increase of 6.88%) effective July 1, 2022

Revised: June 21, 2023 reflects a 4.0% increase for 2023-2024, \$19 increase to the benefit cap, and .32% for addition of longevity of 25 years and 30 years of RTPA eligible service, effective July 1, 2023

ROCKLIN UNIFIED SCHOOL DISTRICT
 PSYCHOLOGIST / SPEECH LANGUAGE PATHOLOGIST SALARY SCHEDULE

2023-2024

Psychologist 192 days		Speech Language Pathologist 189 days	
Step		Step	
1	\$98,809	1	\$93,818
2	\$103,322	2	\$97,803
3	\$107,839	3	\$101,786
4	\$112,355	4	\$105,769
5	\$116,870	5	\$109,752
6	\$121,385	6	\$113,734
7	\$125,900	7	\$117,718
8	\$130,417	8	\$121,702

\$1,788 Stipend for Ph.D/ED.D

Longevity: Upon completion of 25 years as an eligible RTPA member - \$2,282
 Upon completion of 30 years as an eligible RTPA member - \$4,564

Revised: April 23, 2014 reflects 4% increase for 2013-14

Revised: May 20, 2015 reflects 5% increase retro to July 1, 2014

Revised: May 20, 2015 reflects 1% increase effective July 1, 2015; add'l 0.98% increase effective July 1, 2015

Revised: September 15, 2015 reflects add'l 0.98% increase effective July 1, 2015 as per agreement dated April 21, 2015

Revised: December 14, 2016 reflects 2% increase effective November 1, 2016

Revised: October 3, 2018 reflects 1.95% increase effective July 1, 2017

Revised: January 16, 2019 reflects a 5% increase effective July 1, 2018

Revised: January 16, 2019 reflects a 1.86% increase effective July 1, 2019

Revised: October 20, 2021 reflects a 4% increase effective July 1, 2021

Revised: June 22, 2022 reflects a 5.33% increase and \$52 increase to the benefit cap for 2022-2023 effective July 1, 2022

Revised: October 19, 2022 reflects a 1.55% true-up increase for 2022-2023 (for an overall increase of 6.88%) effective July 1, 2022

Revised: June 21, 2023 reflects a 4.0% increase for 2023-2024, \$19 increase to the benefit cap, and .32% to longevity of 25 years and 30 years of RTPA eligible service, effective July 1, 2023

**ROCKLIN UNIFIED SCHOOL DISTRICT
EXTRA COMPENSATION PAY SCHEDULE - HIGH SCHOOL
2023-2024**

- 1 The positions and stipends listed below shall be appropriated only if the district authorizes the position(s) to be filled. All assignments shall be for one year only and renewed at the discretion of the site principal and/or district office on an annual basis.
- 2 The district reserves the right to determine the number of personnel and positions necessary for the safe and/or efficient operation of the extra-curricular program.
- 3 Pursuant Article XVIII, Section 1 and 6 of this agreement, the same "percentage" will be added to all Extra Compensation Pay salary schedules schedule shall apply to the entire extra compensation schedule.
- 4 Coaches and/or extra duty personnel (7-12) who switch supervision from one "like" activity to another shall retain years of service for purposes of placement on the compensation schedule (e.g. J.V. Football Coach 2 years to Varsity Baseball Coach Year 3).
- 5 All athletic seasons begin on the first day that the California Interscholastic Federation (CIF) and/or the league allows practice to begin or the day practice actually begins with district approval.
- 6 Athletic coaches who must coach in league or CIF required post-season playoffs shall receive \$150 for each week of additional service required.
- 7 The parties agree that if a team sport is sanctioned by California Interscholastic Federation, the Sierra Foothill League or comparable organization and the District fields a team, the head coach for that sport shall each receive a stipend. If there is a coed team, such as Stunt, the coach(es) shall be entitled to only one stipend. The amount of the stipend shall be bargained by the parties and added to the stipend schedule.

	<u>1-2 year</u>	<u>3-5 years</u>	<u>6+years</u>
<u>Head Coach (Varsity)</u>			
Football	\$5,173	\$5,571	\$5,966
Basketball (men/women)	\$4,774	\$5,173	\$5,571
Baseball/Softball	\$4,774	\$5,173	\$5,571
Wrestling (men/women)	\$4,774	\$5,173	\$5,571
Track (men/women)	\$4,774	\$5,173	\$5,571
Volleyball (men/women)	\$4,774	\$5,173	\$5,571
Soccer (men/women)	\$4,774	\$5,173	\$5,571
Lacrosse (men/women)	\$4,774	\$5,173	\$5,571
Flag Football (women)	\$4,774	\$5,173	\$5,571
Cross Country (men/women)	\$4,376	\$4,774	\$5,173
Swimming and Diving (men/women)	\$4,376	\$4,774	\$5,173
Water Polo (men/women)	\$4,376	\$4,774	\$5,173
Tennis (men/women)	\$3,982	\$4,376	\$4,774
Golf (men/women)	\$3,982	\$4,376	\$4,774
Stunt	\$3,982	\$4,376	\$4,774
Beach Volleyball (women)	\$3,982	\$4,376	\$4,774
<u>Assistant Coach (Varsity)</u>			
Varsity Football (4)	\$3,782	\$4,180	\$4,577
Flag Football (women)	\$3,382	\$3,782	\$4,180
Lacrosse (men/women)	\$3,382	\$3,782	\$4,180
Track (men/women)	\$3,382	\$3,782	\$4,180
Diving	\$2,983	\$3,382	\$3,782
<u>Head Coach (Junior Varsity)</u>			
Football	\$3,982	\$4,376	\$4,774
Basketball (men/women)	\$3,584	\$3,981	\$4,376
Baseball/Softball	\$3,584	\$3,981	\$4,376
Wrestling (Co-ed)	\$3,584	\$3,981	\$4,376
Volleyball (men/women)	\$3,584	\$3,981	\$4,376
Soccer (men/women)	\$3,584	\$3,981	\$4,376
Lacrosse (men/women)	\$3,584	\$3,981	\$4,376
Water Polo (men/women)	\$3,584	\$3,981	\$4,376
Swimming (men/women)	\$3,584	\$3,981	\$4,376
Golf (men/women)	\$3,584	\$3,981	\$4,376
Flag Football (women)	\$3,584	\$3,981	\$4,376
Beach Volleyball (women)	\$3,584	\$3,981	\$4,376
<u>Assistant Coach (Junior Varsity)</u>			
Football (2)	\$3,184	\$3,584	\$3,981
<u>Head Coach (Freshman)</u>			
Football	\$3,382	\$3,782	\$4,180
Basketball (men/women)	\$2,983	\$3,382	\$3,782
Baseball	\$2,983	\$3,382	\$3,782
Volleyball (women)	\$2,983	\$3,382	\$3,782
Soccer (men/women)	\$2,983	\$3,382	\$3,782
<u>Assistant Coach (Freshman)</u>			
Football(2)	\$2,590	\$2,983	\$3,382
<u>Athletic Trainer (1 per season)</u>			
Athletic Medical Technician (\$630 Extra if A.T.C. license)	\$2,590	\$2,983	\$3,382
<u>Competitive Stunt</u>			
	\$2,786	\$3,186	\$3,584

Revised: June 22, 2022 reflects a 5.33% increase for 2022-2023 effective July 1, 2022.

Revised: October 19, 2022 reflects a 1.55% true-up increase for 2022-2023 (for an overall increase of 6.88%) effective July 1, 2022.

Revised: June 21, 2023 reflects a 4.0% increase for 2023-2024 effective July 1, 2023.

**ROCKLIN UNIFIED SCHOOL DISTRICT
EXTRA COMPENSATION PAY SCHEDULE - HIGH SCHOOL
2023-2024**

Other Assignments

<u>Assignment</u>	<u>1-2 Years</u>	<u>3-5 Years</u>	<u>6+Years</u>
Band Director Symphonic, Orchestra, Jazz (concert[s], competition[s], school performance, community, pep)	\$4,774	\$5,173	\$5,571
Choir Director Music (concert[s], competition[s], school performance, community activities)	\$4,377	\$4,774	\$5,173
Marching Band	\$2,390	\$2,822	\$3,186
Mock Trial	\$1,987	\$2,332	\$2,786
Academic Decathlon	\$1,987	\$2,332	\$2,786
Science Olympiad	\$1,987	\$2,332	\$2,786
Debate	\$1,987	\$2,332	\$2,786
Link Coordinator	\$1,987	\$2,332	\$2,786
Career Technical Education Advisor (CTE) (2) Per Site (Can be subdivided by mutual agreement Site Admin/RTPA Site Rep/CTE Department Chair)	\$1,987	\$2,332	\$2,786
Drama Director (each production/2 maximum)	\$1,987	\$2,332	\$2,786
Dramatic Musical Production			
Musical Drama Director (1 max)	\$1,987	\$2,332	\$2,786
Musical Choral Director (1 max)	\$1,589	\$1,987	\$2,390
Musical Orchestra Director (1 max)	\$1,589	\$1,987	\$2,390
Musical Choreographer (1 max)	\$1,589	\$1,987	\$2,390
Dance Director	\$2,786	\$3,186	\$3,584
Yearbook	\$2,786	\$3,186	\$3,584
Broadcasting	\$2,786	\$3,186	\$3,584
Newspaper	\$2,786	\$3,186	\$3,584
Student Activities	\$5,173	\$5,571	\$5,966
Athletic Director	\$5,173	\$5,571	\$5,966
Drill Team Director			
Fall	\$2,786	\$3,186	\$3,584
Winter	\$2,786	\$3,186	\$3,584
Cheerleading			
Fall Varsity	\$2,983	\$3,382	\$3,782
Fall Junior Varsity	\$2,786	\$3,186	\$3,584
Fall Freshman	\$2,786	\$3,186	\$3,584
Winter Varsity	\$2,983	\$3,382	\$3,782
Winter Junior Varsity	\$2,786	\$3,186	\$3,584
Winter Freshman	\$2,786	\$3,186	\$3,584
ROTC Director	\$3,284	\$3,681	\$4,077
ROTC Assistant	\$2,786	\$3,186	\$3,584
Academic stipends to be determined by high school site administrator and RTPA site representatives	\$3,980		

Categories

Extra Curricular Activities/Student Enrichment	\$1056 per position	
Overnight Field Trips	\$115 per night/per individual	Written Pre-Approval Required
School Program Support	\$982 per position	
Curriculum and Instruction Coordinator	Hourly, Extra Pay Salary Schedule, Curriculum and Staff Development	

Revised: May 20, 2015 reflects 5% increase for 2014-15 retro to July 1, 2014

Revised: May 20, 2015 reflects 1% increase for 2015-16 effective July 1, 2015

Revised: December 14, 2016 reflects 2% increase effective November 1, 2016

Revised: October 3, 2018 reflects 1.95% increase for 2017-18 effective July 1, 2017

Revised: January 16, 2019 reflects a 5% increase effective July 1, 2018

Revised: January 16, 2019 reflects a 1.86% increase effective July 1, 2019

Revised: December 18, 2019 reflects addition of "Categories" with amounts per position effective July 1, 2019

Revised: October 20, 2021 reflects a 4% increase effective July 1, 2021

Revised: June 22, 2022 reflects a 5.33% increase for 2022-23 and reflects language changes/deletion to schedule, addition of Science Olympiad and Broadcasting, deletion of Intramural Director and Student Enrichment effective July 1, 2022

Revised: October 19, 2022 reflects a 1.55% true-up increase for 2022-23 (for an overall increase of 6.88%) effective July 1, 2022

Revised: June 21, 2023 reflects a 4.0% increase for 2023-2024 effective July 1, 2023

**ROCKLIN UNIFIED SCHOOL DISTRICT
EXTRA COMPENSATION PAY SCHEDULE - ELEMENTARY/MIDDLE SCHOOL
2023-2024**

Position	Grade	Athletics		
		1-2 Years	3-5 Years	6+ Years
Cross Country(co-ed)	8 7	\$2,192	\$2,590	\$2,983
Football	8 7	\$2,192	\$2,590	\$2,983
Basketball (men/women)	8	\$2,192	\$2,590	\$2,983
(men/women)	7			
Volleyball (men/women)	8	\$2,192	\$2,590	\$2,983
(men/women)	7			
Wrestling	8 7	\$2,192	\$2,590	\$2,983
Softball	8 7	\$2,192	\$2,590	\$2,983
Track (coed)	8 7	\$2,192	\$2,590	\$2,983
Discretionary Coaches (2)	7	\$2,192	\$2,590	\$2,983
Athletic Director		\$2,786	\$3,186	\$3,584
Activities Director		\$2,390	\$2,786	\$3,186

Other Assignments - Middle

Music (concerts, competitions, school performance, community activities)	\$3,485
Cheerleading (fall/winter) (1 max)	\$2,390
Drama	\$1,987
Yearbook	\$2,390
Academic stipends (Counts)	\$8,558 per site
Categories	
Academic Competition	\$809 per position
Overnight Field Trips	\$115 per night/per individual
School Program Support	\$809 per position
Program Lead	\$346 per position
Marine Biology	\$578 per position
Broadcasting	\$1,156 per position

Other Assignments - Elementary

Music (concerts, competitions, school, performance, community activities)	\$2,488
Academic stipends (to be determined by site administration for academic competitions and/or enrichment activities)	\$3,980 per site
Categories	
Student Leadership/Student Council/ASB	\$463 per position
Student Clubs/Student Enrichment (Activities fall outside of contract with Admin approval)	\$289 per position
Overnight Field Trips	\$115 per night/per individual
Yearbook	\$289 per position
Teacher-in-Charge	\$346 per position
School Program Support	\$289 per position
Program Lead	\$346 per position

Revised: January 16, 2019 reflects a 1.86% increase effective July 1, 2019

Revised: December 18, 2019 reflects addition of "Categories" with amounts per position effective July 1, 2019

Revised: October 20, 2021 reflects a 4% increase effective July 1, 2021

Revised: June 22, 2022 reflects 5.33% increase for 2022-2023 effective July 1, 2022

Revised: October 19, 2022 reflects 1.55% true-up increase for 2022-2023 (for an overall increase of 6.88%) effective July 1, 2022

Revised: June 21, 2023 reflects a 4.0% increase for 2023-2024 effective July 1, 2023

**ROCKLIN UNIFIED SCHOOL DISTRICT
EXTRA COMPENSATION PAY SCHEDULE
2023-2024**

District-Wide Elementary (K-6) - Curriculum-Content Liaisons Supervision Areas

District-Wide Elementary (K-6) - Curriculum-Content Liaisons Supervision Areas
1. Music (1)
2. Physical Education (1)
3. Visual and Performing Arts (1)

Curriculum-Content Liaisons \$1,910

Secondary (7-12) Department Chair/Lead Stipend Schedule

(Based on periods of supervision; includes Department Chair's/Lead's own classes)

Secondary (7-12) Department Chairs/Leads Supervision Areas	
High School	Middle School
1. World Language	1. Language Arts
2. Language Arts	2. Math
3. Math	3. Physical Education
4. Physical Education	4. Electives
5. Science	5. Science
6. Social Studies	6. Social Studies
7. Special Education/Support Services	7. Special Education/Support Services
8. Counseling	
9. Health	
10. Media/Communications	
11. Visual and Performing Arts	

Number of Sections

1-13	\$946
14-26	\$1,888
27-39	\$2,832
40-54	\$3,778
55 and over	\$4,720

District Lead Counselor	\$3,166
District Lead Speech Language Pathologist	\$2,110
District Lead Psychologist	\$2,110

Revised: January 16, 2019 reflects 5% increase effective July 1, 2018; effective July 1, 2018 addition of K-6 Curriculum-Content Liaisons stipends

Revised: January 16, 2019 reflects 1.86% increase effective July 1, 2019

Revised: October 20, 2021 reflects 4% increase effective July 1, 2021

Revised: June 22, 2022 reflects a 5.33% increase for 2022-2023 and the addition of District Lead Counselor, Speech Language Pathologist, and Psychologist effective July 1, 2022

Revised: October 19, 2022 reflects a 1.55% true-up increase for 2022-23 (for an overall increase of 6.88%) effective July 1, 2022

Revised: June 21, 2023 reflects a 4.0% increase for 2023-2024 effective July 1, 2023

**ROCKLIN UNIFIED SCHOOL DISTRICT
GRIEVANCE FORM - LEVEL II**

NOTE: Before filing a formal written grievance, the grievant shall attempt to resolve the grievance in an informal conference with his/her immediate supervisor **within eight (8) days after the grievant knew or should reasonably have known** of the alleged violation of the Collective Bargaining Agreement. Level II constitutes the first written filing of the grievance.

Date of Informal Conference: _____
 Name of Supervisor Present at Informal: _____

1. List the specific Contract provision(s) including Article, paragraph and other relevant references alleged to have been violated:

2. The date, or date(s), on which the violation allegedly occurred:

3. Describe specifically how the contract articles/paragraphs listed in #1 above were violated.

(Attach additional sheets if necessary)

4. Specifically, what remedy do you want:

Date Level I Submitted: _____	Date Received: _____
Grievant's Signature: _____	Received By: _____

6. Supervisor's Level II Response:

(Attach additional sheets if necessary)

Supervisor's Signature: _____ Date: _____

**ROCKLIN UNIFIED SCHOOL DISTRICT
GRIEVANCE APPEAL FORM - LEVEL III**

Note: Level III is an appeal from Level II. The Grievant has eight (8) working days from the decision or the exhaustion of the Level II timeline within which to file this appeal. A copy of all prior Level written grievance forms, and the responses, must be attached to this Appeal.

Reason(s) for Appeal:

Specific Remedy Sought:

Meeting Requested: Yes No

Date Submitted: _____	Date Received: _____
Grievant's Signature: _____	Received By: _____

Superintendent Response:

Superintendent's Signature: _____ Date: _____

**ROCKLIN UNIFIED SCHOOL DISTRICT
CERTIFICATED EMPLOYEE'S REQUEST FOR ADVANCE APPROVAL FOR
PERSONAL NECESSITY LEAVE AND INDIVIDUAL ABSENCE REPORT**

Each fiscal year, a certificated employee may use up to seven (7) days of his/her accumulated sick leave for cases of personal necessity as defined below.

Sick leave credited under this Article IX may be used at the sole discretion of the unit member, for purposes of personal necessity, provided that such use of sick leave, for this purpose, does not exceed seven days in any school year.

- 1) No unit member shall use personal necessity leave for engaging in other employment, vacation, or for concerted activities against the District
- 2) These days shall not be used for staff development days or the first or last student contact days of the school year
- 3) No adverse payroll deduction shall be made without written direction from the Associate Superintendent of Human Resources or designee following a meeting between the unit member, RTPA, and Associate Superintendent of Human Resources

Individual Absence Reasons as follows (to be submitted online in the District's Absence Reporting System):

- 1) Sick Leave
 - a. Illness, medical appointment (Employee only)
 - b. Child care: Illness, medical appointment
- 2) Personal Necessity (PN) (See above)
- 3) Industrial Accident/Illness
- 4) Bereavement (in the event of a death in the employee's immediate family)
 - a. Three (3) days paid leave
 - b. Five (5) days paid leave if out-of-state travel is required or if travel one way is more than three hundred miles
- 5) Jury Duty
- 6) Court Subpoena for District Business
- 7) Authorized School Business (District Paid)
- 8) Authorized School Business (Site Paid)

For further detail, see Article IX – Leaves.

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**Tentative Agreement
Between the
Rocklin Unified School District
And the
Rocklin Teachers Professional Association
May 31, 2023**

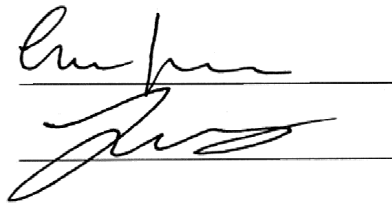
The Rocklin Unified School District and the Rocklin Teachers Professional Association/CTA/NEA (RTPA) hereby enter into this Tentative Agreement on May 31, 2023, to resolve contract negotiations for the 2023-2024 school year.

The parties agree to the following:

1. Salary: Based upon the Governor's May revision, the parties agreed to apply the Rocklin Unified School District (RUSD) Fair Share formula previously agreed upon on May 24, 2023, in determining the increase for RTPA members for 2023-2024 as follows:
 - a. The current funded Statutory COLA after the Governor's May Revision is (8.22%) exclusive of reductions for other program funding sources.
 - b. After application of the RUSD Fair Share formula, the total calculated amount of RTPA's fair share was 4.7% or \$3,359,034. RTPA and the District agreed to distribute this amount as follows:
 - i. 4.0% Ongoing on all salary schedules
 - ii. \$19 (.18%) benefit advance will be added to Health and Welfare Benefits from RTPA's fair share. The Benefit Cap will be increased to \$919.
 - iii. .32% from RTPA's fair share will be added to the Salary Schedule for the creation of longevity incentive to be provided to RTPA members for their years of service in the Rocklin Unified School District. Longevity incentives will be added to all RTPA salary schedules. Longevity incentives will be applied as follows:
 1. Upon completion of 25 years of RTPA eligible service in the Rocklin Unified School District.
 - a. \$2,282
 2. Upon completion of 30 years of service in the Rocklin Unified School District
 - a. \$4,564
 3. Every year thereafter, the longevity incentives will be included in the Fair Share calculation, similar to the treatment of step.
2. RTPA and the District have also agreed on a funding model for joint interests to be applied during the 2023-24 school year exclusive to Counselors and High School Athletic Directors/Athletic Coaching. The agreed upon model is as follows:
 - a. RTPA will apply .2% or \$142,938 of the amount of their fair share to be used to address retention and recruitment of Counselors and High School Athletic Directors/Athletic Coaches.

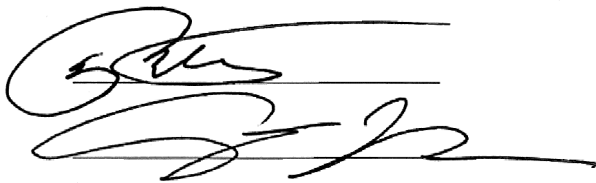
- b. The District will apply an additional .3% or \$214,406 beyond the RTPA fair share to address retention and recruitment for Counselors and High School Athletic Directors/Athletic Coaches.
 - i. Counselors: This joint interest was met in an effort to increase retention and recruitment of qualified School Counselors in the system as well as to provide equality in School Counselor salaries with that of other comparable Districts.
 1. Both parties agree to rewrite the current job description for School Counselors.
 2. Both parties agree to create a separate salary schedule for School Counselors
 - a. The separate salary schedule will include a total of 200 contracted work days.
 - b. The separate salary schedule will include the current Masters Degree stipend into the total salary.
 - c. The separate salary schedule will include the overall increase of 4.0% received by all RTPA members in this agreement plus an additional 2.5% percentage increase for a total 6.5%.
 3. High School Athletic Stipends: Through an analysis of comparable school districts, it was determined that there was a need to examine stipends, as well as address disparities regarding the distribution of District-paid assistant coaches.
 - a. Both parties agreed that \$300,000 will be applied to address the disparity and stipends.
 - b. A recommendation to the negotiating teams on the distribution of the aforementioned money will be provided by a newly formed ad hoc High School Athletic Stipends work group.
 - c. The group will consist of the following members:
 - i. Associate Superintendent of Human Resources (1)
 - ii. Associate Superintendent of Secondary Education & Educational Services (1)
 - iii. President of Rocklin Teachers Professional Association (1)
 - iv. Bargaining Chair for the Rocklin Teachers Professional Association (1)
 - v. High School Principals (2)
 - vi. High School Athletic Directors (2)
 - vii. Athletic Coaches
 1. Fall (2)
 2. Winter (2)
 3. Spring (2)
 - c. A total District commitment to include the Fair Share calculation and joint interests is 5.0%.

3. By agreeing to this proposal, the parties agree that during the 2024-2025 negotiations there is a continued joint commitment toward deficit reduction.
4. Contingency Language:
 - a. Both parties agree to resume negotiations when appropriate and discuss any changes to the final adoption of the state budget (finalized on June 30, 2023), which may result in an increase or decrease in LCFF base funding.
 - b. RTPA has elected to fund longevity stipends for membership, it was requested that the District examine historical settlement agreements to determine if longevity stipends for other groups have been funded by the District rather than out of the respective groups fair share. In the event that there is evidence to suggest that the District has funded longevity stipends for other groups in the past, both parties agree to discuss this as a component of future negotiations.
5. The parties have reached this agreement in good faith and agree to support and promote the full approval by the Governing Board and members of RTPA.
6. This agreement shall not be considered final and binding until approved by the RTPA membership and the District's Governing Board.
7. Execution in Counterparts: This agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the Parties to this agreement. Signed copies, facsimile, or electronic versions of this agreement shall have the same force and effect as signature of the original.




RTPA

Date: 5/31/23



District

Date: 5/31/23



Tentative Agreement
Between the
Rocklin Unified School District
And the
Rocklin Teachers Professional Association
June 1, 2022

The Rocklin Unified School District and the Rocklin Teachers Professional Association/CTA/NEA (RTPA) hereby enter into this Tentative Agreement on June 1, 2021, to resolve contract negotiations for the 2022-2023 school year.

The parties agree to the following:

1. Salary: Based upon the Governor's May revision, the parties agreed to apply the School Services (SSC) formula in addition to the additional adjustments to the LCFF Base and ADA yield percentage.
 - a. SSC Template on Statutory COLA (6.56%) + Base Adj and ADA Yield % (based on May Revise)
 - b. 5.33% Ongoing on salaries, \$52 (~.51%) Benefit advance added to Health and Welfare Benefits. Benefit Cap increased to \$900
 - i. Total Compensation: 5.84%
 - c. By agreeing to this proposal, the parties agree that during the 2023-24 negotiations there is a joint commitment toward deficit reduction.
 - d. Additionally, the parties agree that any changes to the final adoption of the state budget (finalized on June 30, 2022), which result in an increase or decrease in LCFF base funding, the budgetary changes will be calculated as follows:
 - i. Any increase in funding will first be used to cover the District's cost of the benefit advance added to health and welfare benefits for all employees. The remaining funding will be allocated 50% RTPA / 50% District and applied to a percent increase to the salary schedule for the 2022-23 school year.
 - ii. Any decrease in funding will be exclusive to salary. Health and welfare benefits will remain unchanged. The funding decrease will be shared at 50% RTPA / 50% District and applied during the 2023-24 negotiations session.
 - e. Additionally, all unit members shall receive a one time, off salary schedule payment of \$3000 for active paid members as of August 3, 2022. The one time payment will be prorated for part time unit members, members hired after the first contracted work day, and members who do not complete their contracted work year. Employees hired and in paid status after August 3, 2022 would receive compensation in June of 2023.
 - f. The District agrees to a one-time off salary schedule payment of \$1500 for retirees who have declared their retirement as of June 3, 2022.
2. The parties have reached agreement in good faith and agree to support and promote the full approval by the Governing Board and members of RTPA.

3. This agreement shall not be considered final and binding until approved by the RTPA membership and the District's Governing Board.
4. Execution in Counterparts: This agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the Parties to this agreement. Signed copies, facsimile, or electronic versions of this agreement shall have the same force and effect as signature of the original.

RTPA

Date: 6/1/22

District

Date: 6/1/22

MEMORANDUM(S) OF UNDERSTANDING



**MEMORANDUM OF UNDERSTANDING BETWEEN ROCKLIN
TEACHERS PROFESSIONAL ASSOCIATION AND THE ROCKLIN
UNIFIED SCHOOL DISTRICT - MAY 31, 2022**

Updated 5/18/23

Transitional Kindergarten and Full Day Kindergarten

1. All Transitional Kindergarten teachers, hereinafter referred to as TK, shall be provided preparation time equal to that of teachers in Grades 1-6. The preparation time shall be held after the release of students as long as the TK program is an extended day, in lieu of kindergarten prep time in Article VIII.1(c). If TK moves to full day, the TK teacher shall have prep time equal to that of teachers in Grades 1-6 and shall be in the same format provided for in Article VII.1.1. Every effort shall be made to allow the TK teacher to have their room during their preparation time.
2. All Full Day Kindergarten teachers shall have prep time equal to that of teachers in Grades 1-6 and will be in the same format provided for in Article VII.1.1, in lieu of kindergarten prep time in Article VIII.1(c). Every effort shall be made to allow the kindergarten teacher to have their room during their preparation time.
3. TK and K teachers, hereinafter referred to as Full Day K, shall be assigned equitable duty schedule(s) and/or assignment(s), equivalent to that of teachers in Grades 1-3 at the site. TK and K teachers shall meet annually with the site administration to determine supervision duties for the following year. Any TK and K teachers who are assigned before school duty in individual classrooms shall have such time count toward student supervision duty. If this duty exceeds the assignment of other teachers in Grades 1-3, the extra minutes shall count toward fulfilling the 10 (ten) hour adjunct duty requirement shall be adjusted at the beginning of the school year.
4. TK teachers will be provided 2 hours and 20 minutes of preparation time a week, consistent with K-6 teachers.
5. TK teachers will be required to provide intervention to kindergarten students for 30-60 minutes a week to be scheduled at the site. It is the intent to provide the TK teacher and TK aide with sufficient time to collaborate. TK aides may be required to provide intervention to kindergarten students not to exceed 30-90 minutes a week. TK teachers shall not be required to prepare intervention lessons/materials. Intervention lessons /materials will be planned and provided to TK teachers by the classroom teacher(s) of the students in the intervention. Furthermore, the intervention should align with the whole school intervention which will allow additional time for TK teachers to collaborate, reflect and plan with their aides. TK teachers will receive 40 minutes of instructional aide time on Mondays to collaborate, reflect and plan and/or meet with PLCs. The allocation of time is flexible and utilized based upon the needs of the site and upon mutual agreement of the RTPA member and site administration.
6. TK and K teachers, hereinafter referred to as Full Day K, shall be assigned equitable duty schedule(s) and/or assignment(s), equivalent to that of teachers in Grades 1-3 at the site. TK and K teachers shall meet annually with the site administration to determine supervision

duties for the following year. Any TK and K teachers who are assigned before school duty in individual classrooms shall have such time count toward student supervision duty. If this duty exceeds the assignment of other teachers in Grades 1-3, the extra minutes shall count toward fulfilling the 10 (ten) hour adjunct duty requirement and shall be adjusted at the beginning of the school year.

7. Full Day K teachers shall be provided 65 minutes of Instructional Aide time, by doing one of the following, or any other appropriate configuration that is mutually agreed upon by the principal and affected staff:

- a) Provide at least 65 minutes of support time per day.
- b) Provide as much Instructional Aide time per day as possible, with the remainder provided in an additional block one day each week (for example, if 60 minutes is provided daily, an additional 25 minutes of support time will be provided one day per week to make the weekly total equal to at least the required 325 minutes).
- c) This arrangement for flexibility with the 65 minutes of Instructional Aide time per day will remain in effect unless otherwise mutually agreed to by the parties.
- d) During the first two and a half (2 1/2) weeks of the school year, site administration shall make a priority of providing additional Instructional Aide support to assist TK and K teachers with classroom acclimation.
- e) In the event that an aide is not present, site administration will make best efforts to reallocate an aide from another assignment and/or add time to an existing aide's schedule when applicable.

8. The District will honor all requirements stated in California Education Code as it relates to TK and/or K staffing.

9. All TK classes shall maintain a 1/12 adult to student ratio in ~~2023/2024~~ ~~except for Title I schools which are 1/10. In 2023-2024 the rate will decrease to a 1/10 adult to student ratio for all classrooms (pending state budget funding).~~ This ratio will be maintained by having one credentialed teacher and one 6-hour instructional aide per TK class. Should, at any time, the state of California fund TK class size reduction at a ratio of 1/10 adults to students, Rocklin will also reduce the ratio in TK classrooms to 1/10, adults to students.

a) Every effort will be made to arrange/overlap the break and lunch times of the TK Teacher and Instructional Aide so as to maximize Instructional Aide time in the classroom with the TK Teacher throughout the school day.

b) In the event of an absence of an TK Instructional Aide, every effort shall be made, per California Education Code, to fill the vacancy so as to maintain the 12:1 adult ratio for students. These efforts may include locating a substitute Instructional Aide, reassigning a site based Instructional Aide, utilizing a Learning Recovery Aide, or using a Teacher substitute.

10. All TK students will have a modified day for the first ~~4 weeks~~ twenty-two (22) days of school, eliminating TK student lunch time on campus (if desired).

- a) All TK teachers will be provided 10 minutes to dismiss their students from their classroom followed by an uninterrupted lunch.
- b) Recovery of any lost prep time within the first 4 weeks of school due to PD, IEPs, etc. shall be coordinated, if applicable, by meeting with the site Administration.
- c) The initial modified days at the beginning of the school year will be revisited annually until the TK expansion is complete in the 2025/2026 school year.

11. TK/K teachers shall not be required or asked to change diapers, pull-ups, or a child's dirty clothing/underwear that the child cannot change themselves.

12. If sites by mutual agreement between administration and K teachers choose to screen

incoming K students for the following school year, teachers shall be provided sufficient release time for the purpose of screening and preparing class lists. In the event teachers opt to participate in screening during the summer, release time incurred shall be reserved for the teacher to use at their discretion during the ensuing school year. Site administration and K teachers shall collaborate on the assessments to be utilized. This screening is for K placement only and does not apply to TK or decisions to move K eligible students to the TK classroom.

~~13. The District will be spending \$180,000 to retrofit classrooms and replace classroom items (furniture and supplies) in preparation for the TK expansion. The district will continue to outfit all new TK classrooms to the district TK Classroom standard in terms of furniture, curriculum/instructional materials, student materials, and supplies.~~

14. In TK/K Classrooms, additional equipment required and/or needing replacement, will be replaced utilizing site budgets and collaboration between teachers and site administration.

15. By the beginning of the 2025-26 school year, all TK classrooms will be located in a classroom with a bathroom inside or available in an adjoining classroom.

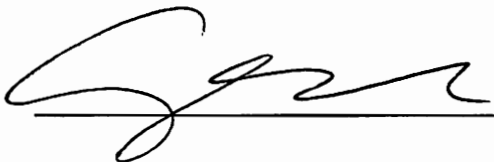
16. TK/K combination classrooms will be avoided to the greatest extent possible. If a TK/K combination class is necessary, the District will provide justification to RTPA (site representative) upon request, and details regarding PE/VAPA will be discussed between the site administrator, the teacher, and the RTPA site representative. However, if a combination class is necessary, the TK students in this classroom will attend PE/VAPA with the Kindergarten students.

17. This MOU is in effect for the 2022-2023 school years unless the parties mutually agree to extend. This MOU does modify Article VIII. 1(c) for the duration of the MOU. This MOU does not otherwise modify, replace, or eliminate Article VIII.

18. This Agreement is entered into on May 10, 2022, for the 2022-2023 school year unless the parties mutually agree to extend.

19. Violations of this MOU shall be subject to the grievance Article VI of the Collective Bargaining Agreement between the parties.

20. This agreement shall not establish binding past practice or precedent.



For the District



For the Association

5/15/23
Date

5/18/2023
Date



**MEMORANDUM OF UNDERSTANDING
ROCKLIN TEACHERS PROFESSIONAL ASSOCIATION
AND THE
ROCKLIN UNIFIED SCHOOL DISTRICT**

Re: Association Business Release Leave

Updated June 14, 2023

This memorandum of understanding (MOU) is entered into by the parties shall amend the previous MOU on Association Business Release Leave dated July 8, 2019. The parties agree to meet annually to review and/or negotiate the terms of this MOU. This MOU shall modify Article IX, section 13 *Association Business Leave* of the parties' collectively bargained agreement and shall remain in effect until the parties renegotiate the terms of this MOU.

1. Association Business Release Leave

- a. The District shall release the President of RTPA from his/her contract year as provided in this MOU. Within five (5) days after the election of a new RTPA President, RTPA shall notify RUSD of the required Association Business Release Leave percentage of FTE for the following school year, which shall be consistent with the teaching assignment at the Association's assigned school or school is applicable. The District and RTPA shall meet in the Spring annually, to mutually agree upon how to best schedule release time for the Association President.
- b. The Association President or designee(s) release percentage shall be provided by the District without loss of salary or any other benefits. Annually, the Association shall reimburse the District for the temporary replacement cost of the salary (column and step), plus statutory, health, dental and vision benefits of the least expensive temporary certificated bargaining unit member, excluding Emergency/Intern, employed by the District or the salary listed in Column C, Step 1, whichever cost is less. During the Association President's or designees' leave, the Association President or designee shall continue to be compensated by the District and shall retain all rights and benefits as though in regular full-time status service.
- c. For the 2023-2024 year both parties have agreed that the Association Business Release Leave FTE percentage will be 1.34 FTE. The breakdown of leave is as follows:
 - i. RTPA President: .67 FTE
 - ii. RTPA Vice President: .34 FTE
 - iii. RTPA Bargaining Chair: .34 FTE
- d. The Association President and/or designee shall have up to five (5) days per year to attend workshops and/or conferences related to Association business in addition to the release time provided in Section 1.a. above without loss of pay. These days should not be deducted from personal necessity or sick leave.
- e. The District shall follow the Education Code and the Educational Employment Relations Act (EERA) regarding reasonable release time.

- f. This MOU is in effect for the 2023-2024 school year unless the parties mutually agree to extend.
- g. This MOU does modify Article IX, section 13 *Association Business Leave* for the duration of the MOU. This MOU does not otherwise modify, replace, or eliminate Article IX.
- h. Violations of this MOU shall be subject to the grievance Article VI of the Collective Bargaining Agreement between the parties.
- i. This agreement shall not establish binding past practice or precedent.

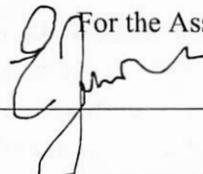
For the District:



8/17/23

Date

For the Association:




8/17/2023

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ROCKLIN UNIFIED SCHOOL DISTRICT
AND
ROCKLIN TEACHERS PROFESSIONAL ASSOCIATION**

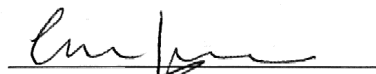
November 30, 2023

- A. This Memorandum of Understanding (“MOU”) is made and entered into by and between the Rocklin Unified School District (“District”) and Rocklin Professional Teachers Association (“RTPA”), collectively referred to herein as “the Parties,” related to the grievance filed by the Grievant.
- B. WHEREAS on or about November 30, 2023 the District and RTPA agreed to the following language for Article XVIII (Wages), subdivision (e) for part-time employee advancement on the salary schedule as part of the aforementioned grievance:
- a. The District and RTPA shall meet to bargain clarifying language regarding salary schedule advancement for part-time employees on November 30, 2023, to be effective after ratification by RTPA and approval by the District’s Governing Board.
- C. The parties agree to permanently amend Article XVIII, 5 (e) related to advancement on the salary schedule as follows:
- a. Employees will advance on the salary schedule based on working at least seventy-five percent (75%) of a full time equivalent (FTE). For employees working less than a .75 FTE, advancement on the salary schedule will occur when the individual accrues a minimum of .75 of an FTE in consecutive work years. For example, a .20 FTE employee will advance on the salary schedule following completion of four consecutive work years at a .20 FTE position. This step advancement will be effective July 1 of the following school year. Employees working less than a .75 FTE, will not be allowed to accrue additional FTE over .75 from year to year. Additional service time above .75 FTE cannot be accrued. This step advancement will be effective July 1 of the following school year.
- D. This MOU is in effect for the 2023-2024 school year and will be revisited as necessary.
- E. Violations of this MOU shall be subject to the grievance Article VI of the Collective Bargaining Agreement between the parties.
- F. This agreement shall not establish binding past practice or precedent.



For the District
11/30/23

Date



For the Association
11/30/23

Date

MEMORANDUM OF UNDERSTANDING BETWEEN ROCKLIN TEACHERS PROFESSIONAL ASSOCIATION AND THE ROCKLIN UNIFIED SCHOOL DISTRICT

12/6/23

Subject: Prep Time as it relates to the implementation of Elementary Music in grades, 4, 5, 6 and in SDC classes.

With the receipt of Prop 28 funds, a District-wide committee titled, “Reimagining Elementary Music,” was established. The interest of the committee was to strengthen the elementary music program as a means of strengthening secondary/districtwide music programs. The goal of the proposal was to address the following items:

- Elementary music programs.
- Strengthen middle school programs and provide pathways for continuing/growing musical talent.
- Augment/support High School music programs.
- Provide materials, supplies, stipends, and Professional Development for teachers of the arts.
 - Materials/Supplies
 - At the site level, each TK classroom shall be provided \$200 through the site allocation for TK VAPA supplies. The remaining allocation will be distributed at the site as follows:
 - 80% of Prop 28 site allocation funds will be set aside for VAPA teacher supplies
 - 20% of Prop 28 site allocation funds will be set aside for site needs relating to VAPA interests. The intent of this allocation is to provide additional VAPA related programming/materials to K-3 classrooms as indicated in the interests and options document created by the Reimagining Music Committee.
 - Reimagining Music Committee Agenda; Committee members
 - Should any teacher elect to carry over VAPA funds from one year to the next, they shall submit a plan to their administrator by the end of May. No carryover plan shall exceed Prop 28 requirements .
 - High School Stipends: **TBD**
 - Professional Development
 - As a result of the committee work, all students in grades 4, 5, 6 will receive mandatory music instruction. Special Day Class (SDC, STP, ILS) students will also receive a VAPA program every other week. An impact in the development of this program was the creation of additional prep time for teachers in those grades. The additional prep time is as follows:
 - SDC teachers: 90 minutes every other week
 - 4th grade teachers: 60 minutes every other week.
 - 5th and 6th grade teachers: 80 minutes every week.

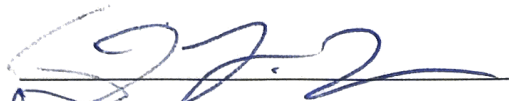
1. Teachers in grade 4 will utilize additional prep time as follows:
 - a. 4th grade teachers shall receive 100% of their remaining preparation time as defined in Article VIII, 1 (a) of the collective bargaining agreement.
 - i. Since the additional preparation time is above and beyond the contractual agreement, if an Intermediate teacher loses his/her/their additional prep time, said teacher will work with their site principal to determine how/if this time can be made up.
 - ii. If a Music related absence leads to a Primary teacher losing his/her/their support, a good faith effort shall be made for said Primary teacher to receive equivalent support in the form of an available and willing Intermediate teacher or a substitute within two weeks.
 1. Intermediate teachers on Music-related personal prep will not be pulled from personal prep to cover a site based sub shortage.
2. Teachers in grades 5 and 6 will utilize at least 50% of their additional preparation time as defined in

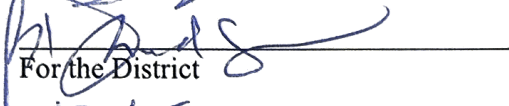
Article VIII, 1 (a) of the collective bargaining agreement.

- a. If a Music related absence leads to an Intermediate teacher losing his/her/their personal prep time, said teacher will receive their personal prep time in place of allocating remaining time towards site-based priorities. Lost personal prep time will be made up within one week of the lost personal prep time.
 - b. If a Music-related absence leads to a Primary teacher losing his/her/their support, a good faith effort shall be made for said Primary teacher to receive equivalent support in the form of an available and willing Intermediate teacher or a substitute within two weeks.
 - c. Intermediate teachers on Music-related personal prep will not be pulled from personal prep to cover a site-based sub shortage.
3. Teachers in grades 5 and 6 will allocate no more than 50% of this additional prep time towards site-based priorities. The allocation of time shall be flexible and utilized based upon the needs of the site and staff members. In allocating the time, a collaborative conversation between the RTPA member and site administration is required. Site administration will extend professional courtesy when directing teachers to work on site-based priorities. This professional courtesy will include providing advanced notice to the teacher and creating equity among the 5th and 6th grade teachers who are called upon to work on site-based priorities. It is the interest of both parties to attempt to provide some form of equity with K, 1, 2, 3 teachers.
- a. The allocation of time shall be flexible and utilized based upon the needs of the site and staff members. In allocating the time, a collaborative conversation between the RTPA member and site administration is required. Site administration will extend professional courtesy when directing teachers to work on site-based priorities. This professional courtesy will include providing advanced notice to the teacher and creating equity among the 5th and 6th grade teachers who are called upon to work on site-based priorities.
 - b. If the decision is made for an Intermediate teacher (5, 6) to provide Primary students/teachers (TK, K, 1, 2, 3) with support, the Primary teacher will be involved in the discussion to determine optimal means to structure the support.
4. K-3 teachers may choose to fill out a timesheet for 6 hours of hourly pay to support ~~additional~~ work to be completed and/or to make up for the additional preparation time provided to 4-6 grade teachers. The preparation time provided to K-3 teachers shall be preparation time as defined in Article VIII, (A) of the collective bargaining agreement and not directed preparation time. All timesheets must be submitted to Business Services by June 26, 2024.
5. Teachers of 4/5 combination classes shall receive prep time as follows:
- a. 4th grade combo students will attend music instruction during 4th grade music time.
 - b. 5th grade combo students will attend music instruction during 4th grade music time as well as during 5th grade music time.
 - i. Combo teachers will receive the additional preparation time every other week for 60 minutes.
 - c. Teachers of 4/5 combination classes shall utilize 100% of their additional preparation time as defined in Article VIII, 1 (a) of the collective bargaining agreement.
6. SDC shall receive 100% of their 90 minutes of additional preparation time every other week through SDC VAPA, as defined in Article VIII, 1 (a) of the collective bargaining agreement.
7. There is a joint interest between RTPA and RUSD to modify the 4-6 music program for the 24-25 school year to include K-3 teachers and students as recipients of additional music education. This work shall be done through a committee which shall commence no later than January 31, 2024.
8. This MOU is in effect for the 2023-2024 school year and will be revisited as necessary. Both parties may agree to amend and/or modify the MOU.

9. Violations of this MOU shall be subject to the grievance Article VI of the Collective Bargaining Agreement between the parties.

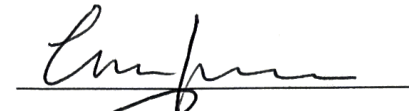
10. This agreement shall not establish binding past practice or precedent.

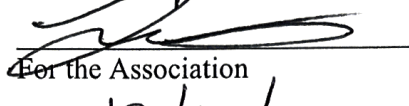


For the District


12/15/23

Date



For the Association


12/15/23

Date