

Roseville Joint Union High School District



AGREEMENT

BETWEEN

THE ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT

BOARD OF TRUSTEES

AND

THE ROSEVILLE SECONDARY EDUCATION ASSOCIATION

IN EFFECT UNTIL:

June 30, 2010

RJUHSD / RSEA CONTRACT

TABLE OF CONTENTS

ARTICLE	TITLE/SECTIONS	PAGE
1.	RECOGNITION	1
	* Explanation of Whom the Exclusive Representative (Union/Association) Represents	1
2.	NEGOTIATING PROCEDURES	2
	* Deadline and Scope of Reopeners	2
3.	DISTRICT RIGHTS	3
4.	ASSOCIATION RIGHTS	4
	* Communication with Members.....	4
	* Use of School Buildings for Meetings.....	4
	* Use of School Equipment	4
	* RSEA Association Day.....	4
	* Access to Public Documents.....	4
	* Membership/Dues and Agency Fee Deductions.....	5
5.	WAGES	6
	* Credit for Previous Credentialed Teaching Experience.....	6
	* Initial Salary Schedule Placement Criteria	6
	* First-year Employment (11 Month Salary Basis)	6
	* University Credit for Advancement on the Salary Schedule	6
	* Prior Approval University credits for Salary Advancement.....	7
	* Deadline for Column Movement on Salary Schedule, Written Notice by March 1	7
	* Travel and Lost Prep Time Stipend for Teachers Assigned to More than One Site	8
	* Work Year (184 days).....	8
	* 184 th Staff Development Day Compensation.....	8
	* Service Recognition Award	8
	* Teaching During the Preparation Period.....	9
	* Column F	10
	* Master’s Degree Stipend.....	10
	* Docks for Period Absences.....	11
6.	HEALTH BENEFITS	
	* Medical and Vision Benefit Cap.....	12
	* Employee Payroll Deduction for Premium Costs above the Benefit Cap.....	12
	* District Paid Dental and Life Insurance	12
	* Conditions Part-time Employee Health Benefits	12

7.	HOURS OF EMPLOYMENT	
	* Workday Defined.....	13
	* Duty Free Lunch Period.....	13
	* Preparation Period.....	13
	* Continuation School Workday and Pay for Additional Instructional Time.....	13
	* Preparation Period Subbing (Volunteer, Rotational Assignment, Compensation)	13
	* Employee Attendance at School and District Meetings.....	14
	* Teacher Supervision Assignments	14
	* Adjusting Start and End Times of School Day/Daily Teaching Schedule.....	14
	* Teacher Attendance up to Two Back-to-School Night Type Events.....	14
8.	LEAVES	
	* Sick Leave.....	15
	* Number of Sick Leave Days	15
	* Sick Leave Usage for Ill/Injured spouse or Child	15
	* Physician Verification of Absence and Release to Return to Work.....	15
	* Voluntary Sick Leave Donations to Ill Employees	15
	* Extended Sick Leave	16
	* Absence Verification.....	16
	* Medical Leave, 39 Month Re-employment.....	16
	* Pregnancy Leave.....	16
	* Childrearing Leave.....	17
	* Family Care Leave.....	17
	* Eligibility/Use Criteria	17
	* District Paid Health Benefits during Family Care Leave	18
	* Limitations.....	18
	* Personal Leave to Care for Critically Ill Family Member	19
	* Industrial Accident or Illness Leave	19
	* Eligibility/Use Criteria	19
	* Bereavement Leave.....	20
	* Personnel Necessity Leave	21
	* Eligibility/Use Criteria	21
	* Jury/Witness Leave.....	23
	* Unpaid Leaves of Absence	23
	* Sabbatical Leave	24
	* Qualifications/Eligibility	24
	* Rate of Compensation	24
	* Conditions for Sabbatical Leave	24
	* Types of Sabbatical Leave	25
	* Application/Selection/Approval Process.....	25
	* Reporting Requirement	26
	* Sabbatical Leave Limitations	26
9.	SAFETY.....	27
10.	CLASS SIZE	28

11.	EVALUATION PROCEDURES	29
	* Evaluation Cycle.....	29
	* Goal Setting	29
	* Performance Observation.....	30
	* Student Evaluations	30
	* Unsatisfactory Evaluation.....	30
	* Alternative Evaluation Process	
12.	PEER ASSISTANCE AND REVIEW.....	33
13.	EMPLOYEE DISCIPLINE	39
	* Causes for Disciplinary Action.....	39
	* Written Charges	39
	* Complaints	40
	* Request for a Hearing	40
	* Hearing.....	40
14.	TRANSFER POLICY	42
	* Transfer Definition.....	42
	* Indicate Interest for Voluntary Transfer on Intent to Return Form	42
	* Posting of Positions.....	42
	* Reasons for Transfer	43
	* Voluntary Transfers initiated by Teacher	43
	* Involuntary (Administrative) Transfer Notice	44
	* Administrative Transfer.....	44
15.	SUMMER SCHOOL TEACHER SELECTION	46
	* Posting and Application Process for Summer School Teaching Positions	46
	* Rotation of Names on Summer School Eligibility Roster	46
16.	EFFECT OF CONTRACT	48
17.	GRIEVANCE PROCEDURE.....	49
	* Grievance Procedures (Citation of Contract Provision Violation)	49
	* Grievance Timeline/Deadline	49
	* Definition of Terms.....	50
	* Informal Resolution (Present Grievance Verbally to Immediate Supervisor: within 10 Days of alleged Contract Violation).....	50
	* Processing a Grievance	50
	* Step 1: Written Grievance Requirements (Addressed to Immediate Supervisor) Timeline	50
	* Step 2: District Level Appeal: Timeline	51
	* Step 3: Appeal to Superintendent or Designee: Timeline.....	51
	* Step 4: Arbitration Process	51
	* Powers of the Arbitrator.....	52
	* Board of Trustee Consideration of Recommendation of the Arbitrator	53

	* Grievance Time Limits	53
18.	INDEPENDENT STUDY	54
	* Independent Study Teachers Contractual Rights	54
	* Full-time Status of Independent Study Teachers (Student Attendance Average and Workday).....	54
	* Partial Day and Partial Year (Temporary/Hourly) Independent Study Teachers	54
	* Lay-offs/Reduction of Hours	55
	* Criteria for Earning Service Credit	55
	* Health Benefits Participation	55
	* Preparation Time.....	55
	* Summer School.....	56
	* Evaluation	56
	* Future Teacher Salary Negotiations.....	56
19.	SAVINGS.....	57
20.	TERM OF CONTRACT	58
	JOINT COMMUNIQUÉ – NCLB AND CLAD.....	59
	BENEFITS APPENDIX	60

ARTICLE 1

RECOGNITION

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The District confirms its recognition of the Association as the exclusive representative for a unit described as all classroom teachers, including those regular classroom teachers who are employed in the summer school, nurses and librarians, but excluding summer school teachers not employed in the regular year, adult school teachers, substitute teachers, counselors, and those lawfully designated as management, supervisory, or confidential.

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ARTICLE 2

NEGOTIATING PROCEDURES

1. The procedure hereinafter described shall be the exclusive method by which this Contract shall be modified.

2. No later than March 1 of each year until the Contract ends, either the Association or the District may reopen for negotiations Article 5 and/or Article 6. In addition, either or both parties may reopen for negotiations a combination of two other existing Articles in the Contract or new items.

3. Negotiations shall take place at a mutually agreeable time and place, provided that meetings shall be held within ten (10) school days of the Board's public response. Whenever representatives of the Association are mutually scheduled by the parties to participate during working hours respecting modification of the Contract, they shall suffer no loss in pay.

4. Either the District or the Association may utilize the services of outside consultants to assist in the negotiations, including representation in actual negotiations.

5. During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties.

6. When the Association and the District reach tentative agreement on all matters being negotiated, the complete written Contract shall be submitted to and ratified by the membership of the Association and the District prior to becoming effective.

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ARTICLE 3

DISTRICT RIGHTS

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

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

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ARTICLE 4

ASSOCIATION RIGHTS

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

2. Official Association literature may be distributed through the mail distribution system to the staff. A copy of each item so distributed will be furnished at the time of distribution to the Superintendent, provided it is not sealed in an envelope.

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

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

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

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

3.4 In cases of emergency, the principal may waive the five (5) days in advance of the time and place of such meeting.

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

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

6. Representatives of the Association shall have the right to inspect, during working hours of the District Administration, any public document, provided that such right does not interfere

1 with the representative's job responsibilities. Under these same restrictions, those representatives
2 shall have the right to copy any public documents, provided that the administrative fee of five
3 cents per copy is paid.

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

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

13
14 9. The District agrees to furnish the Association two copies of the Board packet prior to all
15 Board meetings. Such packet shall not include any confidential or non-public information.

16
17 10. Dues deduction procedures:

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

21
22 10.2 Any member of the unit may sign and deliver to the District an assignment
23 authorizing deduction of the Association membership dues, the form to be
24 approved by the District. Such authorization shall continue in effect from year to
25 year unless revoked in writing between July 1 and September 1 of any year.
26 Pursuant to such authorization, the District shall deduct one tenth of such dues
27 from the regular salary check of the member of the unit each month for ten (10)
28 months. Deductions for members of the unit who sign such authorization after
29 the commencement of the school year shall be appropriately pro-rated to
30 complete payments by the end of the school year.

31
32 10.3 With respect to all sums deducted by the District pursuant to authorization of the
33 unit member, the District agrees to promptly remit such monies to the
34 organization accompanied by an alphabetical list of names of members of the
35 unit for whom such deductions have been made.

36
37 10.4 Upon appropriate written authorization from a member of the unit, the District
38 will deduct from the salary of any member of the unit and make appropriate
39 remittance for annuities, credit union, charitable donations, or any other plans or
40 programs approved by the exclusive representative and the District.

41
42 11. The exclusive representative of certificated personnel has the right to consult on the
43 definition of educational objectives, the determination of the content of courses and
44 curriculum, and the selection of textbooks to the extent such matters are within the discretion
45 of the public school employee.

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ARTICLE 5

WAGES

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

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

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

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

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

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

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

3. There is no time limit on advanced degrees for those under Contract to the District. These will be accepted at face value regardless of when earned and paid based upon the index. Certificated employees hired after 10/21/80 will receive a one-time increment, as shown in the index for advance degrees.

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

4.1 One year's credit will be allowed for each previous year of paid, full-time, kindergarten through twelfth grade, credentialed teaching in a public or private school accredited by a United States accrediting association.

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

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

6. Unless otherwise agreed to by the employee and the District, services of all members of the unit shall be paid for the first year on an eleven-month basis and all years thereafter on a twelve-month basis.

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

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

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

7.3 The college, university, or community college is accredited by a United States accrediting association.

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

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

10. The unit member must supply the District with an official transcript or original grade card for all units credited for advancement on the salary schedule. The unit member will remain on the lower column until the units are verified. Once the units are verified, the employee will be placed on the appropriate column and step and will receive the new pay retroactive to July 1.

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

12. Cases not covered by the preceding may be referred to the Superintendent, or designee, for consideration.

13. Members of the unit who expect to complete horizontal advancement movement shall submit a written request to do so to the Superintendent by March 1 of each year.

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

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

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

1 17. A full-time, partial-year member of the unit shall receive that portion of a normal full-
2 time salary consistent with the portion of the normal full-time duties included in his/her
3 assignment.

4
5 18. Salary proportions for partial day employees shall be as follows:

6
7 SIX PERIOD DAY

8

9 Periods 1 st 10 Semester	Periods 2 nd Semester	Assigned Meeting, Collaboration/Prep Hours	Salary Percent
11 2	2	50	40%
12 3	3	100	60%
13 4	4	145	80%

14
15
16 FOUR PERIOD DAY (4 x 4)

17

18 1	1	65	33%
19 2	2	100	66%

20
21 19. Any member of the unit who is assigned an intervening period shall be compensated as
22 though the intervening period was a teaching period.

23
24 A full-time teacher assigned to more than one site will be paid a stipend at a rate of \$2750/year
25 to cover the cost of mileage and to compensate for preparation time lost.

26
27 20. Additional compensation shall be paid in accordance with Appendix B and Appendix C.

28
29 WORK YEAR

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31 21. The length of the school year for all members of the unit shall be 183 days; 180 teaching
32 days, two (2) pre-school inservice days, and one (1) teacher work day.

33
34 21.1 Effective July 1, 2002 and contingent upon continuance of full funding from the
35 state for "buy back days", a buy back day will be added to the teacher work year
36 for a total of 184 days. The salary schedule increase for this buy back day will be
37 calculated by multiplying a teacher's daily rate of pay by .81. That amount will
38 be added to the teacher's annual compensation. In the event of an absence, a
39 doctor's note or verification of family emergency will be required. Once the
40 absence has been approved, the teacher may choose to attend another designated
41 buy back day in the same school year. If the teacher fails to attend a designated
42 make up by the end of the same school year, a "dock" of one day will occur.
43 This reduction in pay will also carry STRS ramifications.

44
45 22. The District recognizes the value of its long-term employees and provides the following
46 one-time compensation in lieu of other early retirement incentives or bonuses. The service
47 recognition is available only to those employees leaving employment for retirement purposes
48 and who will begin receiving retirement benefits from the State Teacher's Retirement System

1 immediately upon leaving the District's employment. Partial years may be combined to create
2 full years and will be rounded to the nearest full year increment.

3
4 22.1 The following schedule applies to certificated staff members on the Certificated
5 Salary Schedule, Schedule 1:

6
7 Years of
8 District Service
9

10	5-9	\$ 7,000
11	10-14	9,000
12	15-19	11,000
13	20-24	13,000
14	25+	15,000

15
16 22.2 Employees receiving the service recognition award may elect these options:

- 17
18 1. Cash disbursement
19 2. Placement of the funds in a District account for payment of future
20 medical benefits
21 3. Purchase of an annuity
22 4. Any other option acceptable to the District
23

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

28 23. Teaching during the Preparation Period
29

30 23.1 It is recognized that prep periods are an important part of the educational process,
31 as they give teachers time to prepare lesson plans, set up for lessons, and grade
32 papers. It is believed that every effort should be made to maintain these periods
33 for all teachers. It is also recognized, however, that in some unique situations,
34 having a teacher teach on his/her prep may be the best solution to problems such
35 has having one extra period of a subject with no teacher. With this in mind, the
36 following criteria are established for teaching on the prep.

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23.2 The District shall implement the option to teach in lieu of a preparation period that allows teachers on a 4x4 schedule to teach a 4th period in a term (18 weeks), and teachers on a six-period schedule to teach a 6th period, in lieu of a preparation period. Tenured teachers only shall qualify for teaching in lieu of a preparation period by entering into a voluntary agreement to accept such assignment, which shall be limited to 30 periods of teaching district wide per year. Compensation for entering into an agreement to teach in lieu of a preparation period shall be \$6,000 per semester (18 weeks), except when an assignment is cancelled prior to the end of the semester, in which case compensation shall be \$66.67 per each period of the semester taught in lieu of a preparation period.

23.3 At the close of each school year, department coordinators will provide their department members an opportunity to volunteer for the assignment of teaching on their preparation period during the following school year. They will provide their department volunteer list to the principal prior to the close of school.

23.4 Only those unit members with satisfactory evaluations by the District shall be eligible for placement on the roster for teaching on the prep.

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

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

23.7 Criteria for the Assignment:

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

23.8 Review Process: The District Assistant Superintendent for Personnel, Assistant Superintendent for Curriculum, RSEA Executive Board, and all participating Site Principals will meet each year in May to review the impact that any teaching on the prep may have had on the academic quality of the District's educational services and its alignment with District Guiding Principles.

24. Column F

24.1 The District agrees to establish Column F on Salary Schedule One in an amount \$750 more than the annual amount in corresponding steps of Column E. A unit member shall qualify for placement on Column F by providing verification that

1 he/she has earned a BA + 90 units or a BA + 75 units with a master's degree.
2 Units completed after July 1, 2004 will require prior approval from the Assistant
3 Superintendent, Curriculum and Instruction.
4

5 25. Master's Degree Stipend
6

7 25.1 The District shall establish an annual stipend of \$350 for unit members who have
8 earned an advanced degree in their assigned subject matter discipline or subject
9 matter currently taught in California public schools, pedagogy, psychology,
10 educational counseling, or educational administration. A unit member will
11 receive only one stipend annually, regardless of the number of advanced degrees
12 earned. Advanced degrees completed after July 1, 2004, will require prior
13 approval of both the degree and its granting institution from the Assistant
14 Superintendent, Curriculum and Instruction. A unit member shall qualify for this
15 stipend by completing the advanced degree before September 1 of that school
16 year and subsequently submitting verification of that completion in the form of
17 an official transcript.
18

19 26. Docks for Period Absences
20

21 Dock calculations for period absences of unit members will be as follows:
22

23 26.1 Block Schools

- 24 1. 0.33 days for each instructional period missed.
- 25 2. No dock will be assessed for missing a preparation period. (Hours of
26 employment still require preparation period attendance as prescribed in
27 Article 7.)
28

29 26.2 Six Period Day Schools

- 30 1. 0.20 days for each period of instruction missed.
- 31 2. No dock will be assessed for missing a preparation period. (Hours of
32 employment still require preparation period attendance as prescribed in
33 Article 7.)
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ARTICLE 6

HEALTH BENEFITS

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

1.1 The District will contribute a maximum of \$619 monthly (effective July 1, 2004) to the employee's choice of available medical and vision care plans.

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

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

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

4. The District shall pay the amount of the life insurance plan for employee only. (See appendix for details.)

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

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

7. The District, through the SIG Employee Benefit Trust, will carry an annual stop-loss insurance policy.

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ARTICLE 7

HOURS OF EMPLOYMENT

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

2. Unless assigned elsewhere by the principal or designee, unit members shall, upon request, be available thirty minutes prior to commencement of school for meetings, conferences or administrative assignments. When no specific request is made, unit members will be available fifteen minutes before commencement of school.

3. Part-time members of the unit shall be available 15 minutes prior to and 30 minutes after their assigned classes unless assigned elsewhere. Upon request, a teacher must be available 30 minutes prior to the first class for meetings and conferences.

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

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

6. Members of the unit who are assigned to continuation school programs shall be responsible for the same teaching and other duties as listed in other paragraphs of this Section. Continuation school staff assigned to additional instructional time beyond that of the comprehensive high school teacher will receive additional pro-rata pay based upon additional time assigned and their placement on the salary schedule. The Superintendent, or designee, will meet with continuation staff prior to any reduction in their teaching assignment.

7. The preparation period may also be used to provide paid replacement services for temporarily absent unit members.

7.1 Assignments shall be assigned in the following manner:

- a. Use of volunteers, then
- b. Use of available outside substitutes; then
- c. Other available staff on a rotational basis.

7.2 Members of the unit reassigned during their preparation period shall be compensated on a pro-rated hourly basis. (For example, a 90-minute period receives one and one-half the hourly rate.)

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

1 8. Employees of the unit shall be responsible for attending school and District-sponsored
2 meetings. Members of the unit responsible for supervision and attendance at school-sponsored
3 activities outside the regular teaching day shall be assigned on an equitable basis at each school.
4

5 9. The following guidelines will be utilized in the assignment of supervision:
6

7 9.1 One unit of supervision shall equate to approximately to one hour of supervision
8 (with the recognition that predictions of the length of an event will need to be made, and that
9 supervision will need to be maintained until the completion of the event).
10

11 9.2 Supervision events that occur outside the 184 contract days may be given
12 additional units as enticement for teachers to take these assignments.
13

14 9.3 Supervision events occurring outside the 184 contract days will be assigned only
15 on a voluntary basis.
16

17 9.4 Each May, a site-level meeting will be held which shall include the RSEA site
18 representative, athletic director, activities supervisor, vice principal in charge of athletics and/or
19 activities, and an RSEA designee from the executive board or negotiating team with the purpose
20 of examining site-level supervision issues.
21

22 9.5 Class advisors and specific club advisors shall be given credit for supervision
23 units based on criteria established at the site-level meeting described in Article 9.4 above.
24

25 10. With a majority vote of the assigned faculty, the approval of the superintendent, and the
26 concurrence of the RSEA Executive Council, a school site may adjust the starting and ending
27 time for the school day as well as other changes in the daily teaching schedule. The adjustment,
28 if approved, must meet the minimum instructional minutes established by the Education Code.
29

30 11. Unit members will be required to attend up to two back-to-school night types of events
31 during each school year. The academic schedule for these days will be a minimum day. These
32 events will not be included in adjunct duty calculations. Schedule conflicts that result must be
33 resolved through consultation with the site principal.

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ARTICLE 8

LEAVES

Section 1 – Sick Leave

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

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

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

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

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

1.6 Members of the unit returning to work from extended illness (including surgery) or injury absences shall be required to present a doctor's release prior to returning to duty. Each such absence shall be verified in the form provided by the District.

1.7 The District will attempt to annually notify all employees of their accumulated Sick Leave. Should an employee not be notified, the District will respond to a request within two weeks.

1.8 Sick Leave Donation

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

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

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

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

Section 2 - Extended Sick Leave

2.1 When a unit member is ill for an extended period of time, all accumulated sick leave may be utilized. Once all sick leave is exhausted, the unit member may be placed on extended sick leave for a period of five (5) months maximum. A member of the unit absent from duty on account of illness or accident for a period of five (5) school months or less shall receive full pay for all days covered by accumulated Sick Leave, and for the balance of such five (5) month period, shall receive full pay, minus the sum which is actually paid a substitute employee employed to fill the absent unit member's position during the absence, or, if no substitute employee is employed, the amount which would have been paid to the substitute had one been employed. Under extended sick leave, the employee receives full pay minus the sum which is actually paid to a substitute employee.

2.2 Each absence shall be verified on a form provided by the District and the Superintendent may require verification of illness or injury from a physician if the Superintendent deems such verification necessary.

2.3 The provisions of Education Code Section 45192 provide that when all available leaves of absence, paid or unpaid, have been exhausted and an employee is not medically able to resume the duties of the position due to illness and/or injury, the employee shall be placed on a re-employment list for a period of thirty-nine (39) months.

Section 3 – Pregnancy Leave

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

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

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

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

11 **Section 4 - Childrearing Leave**

12
13 4.1 An employee may request and, subject to Board approval, be granted an unpaid
14 childrearing leave not to exceed twenty-four months. Childrearing leave may be requested for
15 either an adopted or biological child.
16

17 **Section 5 - Family Care Leave**

18
19 5.1 Any unit member who has actually worked for the District at least 1,250 hours during the
20 preceding 12 month period shall be eligible to take unpaid family care leave under the
21 provisions of Government Code section 12945.2.
22

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

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

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

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

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

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

42 5.2.4b Continuing treatment or continuing supervision by a health care
43 provider.
44

45 5.2.4c A unit member's own disability due to pregnancy, childbirth, or related
46 medical condition is not included as a "serious health condition."
47

48 5.3 For purposes of this article, "child" means a biological, adopted, or foster child; a
49 stepchild; a legal ward; or a child of a person standing in loco parentis as long as the

1 child is under 18 years of age or an adult dependent child. For purposes of this article,
2 “parent” means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or
3 other person who stood in loco parentis to the unit member.
4

5 5.4 Family care leave may be taken in one or more periods but shall not exceed a total of
6 12 workweeks in a 12 month period, unless a longer leave is agreed upon by the District
7 and the unit member.
8

9 5.5 During the period of family care leave taken by an employee for his/her own serious
10 illness, the unit member shall use his/her accrued sick leave. During the period of family
11 care leave taken by an employee to care for his/her seriously ill spouse, child, or parent,
12 the employee may use his/her accrued sick leave.
13

14 5.6 The District shall maintain and pay for the unit member’s health coverage at the same
15 level and under the same conditions as coverage would have been provided if the unit
16 member had been continuously employed during the leave period.
17

18 5.7 The unit member shall retain his/her employee status with the District during the leave
19 period, and a unit member shall be entitled to accrue seniority and to participate in health
20 plans and any other employee benefit plans to the same extent and under the same
21 conditions as would apply to any other leave granted by the District.
22

23 [Note: Because the employee’s absence is NOT a break in service, the employee
24 retains but will not necessarily accrue seniority or other entitlements (e.g., salary
25 scale advancement), except as permitted during other leaves of absence.]
26

27 5.8 If a unit member’s need for family care leave is foreseeable, he/she shall give the District
28 at least 30 days advance notice. The unit member shall make a reasonable effort to
29 schedule any planned medical treatment or supervision so as to minimize disruption to
30 District operations.
31

32 5.9 A unit member’s request for leave due to a serious health condition of the unit member
33 or his/her child, parent, or spouse shall be supported by a certification from the health
34 care provider of the person requiring care. This certification shall include, if applicable:
35

36 5.9.1 The date on which the person’s serious health condition began.
37

38 5.9.2 The probable duration of the condition.
39

40 5.9.3 An estimate of the amount of time the health care provider believes the unit
41 member needs to care for the person requiring care.
42

43 5.9.4 A statement that the serious health condition warrants the participation of a
44 family member to provide care during a period of treatment or supervision of the
45 person requiring care.
46

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

1 5.10 The District may refuse to grant a reasonable request for family care leave only if both
2 parents are eligible for family care leave and are employed by the District in which case
3 the District may limit leave for the birth, adoption, or foster care placement of a child to
4 one 12 workweek period of family care leave between both parents.
5

6 5.11 The District shall not discharge, fine, suspend, expel, or otherwise discriminate
7 against any unit member because he/she exercises the right to family care leave or
8 gives information or testimony related to his/her or another person's family care leave
9 in an inquiry related to family leave rights.
10

11 **Section 6 - Special Provision Personal Leave**

12
13 A Personal Leave up to thirty (30) days may be granted by the District for critical or terminal
14 illness of a member of the immediate family.
15

16 6.1 The unit member will notify the District at the earliest possible time of the illness.
17

18 6.2 Only the cost of the substitute will be deducted from the employee's salary.
19

20 6.3 For the purpose of this section, immediate family shall be mother, father, spouse,
21 child.
22

23 **Section 7 - Industrial Accident or Illness Leave**

24
25 7.1 Members of the unit shall be entitled to Industrial Accident or Illness Leave subject to
26 the following:
27

28 7.1.1 The accident or illness must have arisen out of and in the course of the
29 employment by the District of the unit member and must be accepted as such by
30 the State Compensation Insurance Fund or the Worker's Compensation Appeals
31 Board.
32

33 Should a member of the unit have received compensation for Industrial Accident
34 or Illness Leave and should the accident or illness resulting in such leave be
35 determined by the Worker's Compensation Appeals Board not to qualify as
36 "industrial" as defined in the California Labor Code provisions governing
37 worker's compensation, the period of such leave shall be charged against the unit
38 member's accumulated sick leave and, should such leave be exhausted, the
39 balance of such leave shall be treated as extended sick leave to the extent such
40 leave is available. The member of the unit shall repay to the District, by payroll
41 deductions over a period not to exceed six (6) months, the sum paid, or which
42 would have been paid, to a substitute for the period treated as extended sick leave
43 and any sum paid to the absent unit member not otherwise chargeable to any paid
44 leave.
45

46 7.1.2 Allowable leave of such Industrial Accident or Illness shall be for the number of
47 days of temporary disability but shall not exceed sixty (60) days in any one fiscal
48 year. Upon termination of Industrial Accident or Illness Leave, the member of
49 the unit shall be entitled to the benefits provided in the Articles on Sick Leave

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

8 7.1.3 Allowable leave shall not be accumulated from year to year. When Industrial
9 Accident or Illness Leave overlaps into the next fiscal year, the unit member
10 shall be entitled to only the amount of unused leave due him/her for the same
11 illness or accident.
12

13 7.1.4 A member of the unit absent on such leave shall be paid such portion of the
14 salary due him/her for any month in which the absence occurs as, when added to
15 his/her temporary disability indemnity under Division 4 or Division 4.5 of the
16 Labor Code, will result in payment to him/her of not more than his/her full
17 salary, as defined in Education Code, Section 44984.
18

19 7.1.5 Industrial Accident or Illness Leave shall be reduced by one day for each day of
20 authorized sick leave regardless of temporary disability indemnity awards.
21

22 7.1.6 During Industrial Accident or Illness Leave, the unit member shall endorse to the
23 District the temporary disability indemnity checks received on account of his/her
24 industrial accident or illness, and the District, shall in turn, issue the unit member
25 appropriate salary warrants for payment of the unit member's salary and shall
26 deduct there from normal retirement and other authorized deductions.
27

28 7.1.7 A member of the unit receiving benefits pursuant to this Article shall, during the
29 period of injury or illness, remain within the State of California unless the Board
30 of Trustees of the District authorizes travel outside the state.
31

32 **Section 8 - Bereavement Leave**
33

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

39 8.2 No deduction shall be made from salary nor from leave granted by other Articles of this
40 Contract for such leave.
41

42 8.3 "Immediate family", as used herein, means the mother, father, grandmother, grandfather,
43 or grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-
44 in-law, daughter, daughter-in-law, mother-in-law, father-in-law, brother or sister of the unit
45 member, a person who has fulfilled the role of a parent, or any relative living in the immediate
46 household of the unit member.

1 **Section 9 - Personal Necessity Leave**

2
3 9.1 Personal Necessity Leave shall be limited to circumstances significant in nature which
4 the member of the unit cannot reasonably be expected to disregard. Absences pursuant to the
5 leave provision normally necessitate the unit member's immediate physical presence elsewhere
6 and involves matters which cannot be accomplished at any other time.
7

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

10
11 9.3 CATEGORY #1

12
13 Members of the unit shall not be required to secure advance permission for Personal Necessity
14 Leave taken for any of the following reasons:

15
16 9.3.1 Death or serious illness of a member of his/her immediate family. Serious illness
17 is defined as illness where death is imminent, may result in permanent disability
18 or requires hospital surgery. The members of the immediate family are those
19 persons identified in the rules governing Bereavement Leave.
20

21 9.3.2 Accident or emergency, involving his/her person or property, or the person or
22 property of a member of his/her immediate family, as defined above.
23

24 9.3.3 Imminent danger to the home of the unit member, occasioned by an event such
25 as flood or fire, serious in nature, which under the circumstances the unit member
26 cannot reasonably be expected to disregard and which requires the attention of
27 the member of the unit during his/her assigned hours of service.
28

29 In cases in which no advance permission is required, the member of the unit should provide the
30 principal, or designee, with notification of the circumstances as soon as possible so that a
31 substitute may be obtained. When no advance permission is required, the member of the unit
32 shall fill out the Roseville Joint Union High School District form upon his/her return.
33

34 9.4 CATEGORY #2

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

38
39 9.4.1 Appearance in court as a litigant
40

41 9.4.2 Paternity (father of child)
42

43 9.4.3 Bereavement beyond the number of days specified in the Bereavement Leave
44 regulations
45

46 9.4.4 Adoption
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48 9.4.5 Examination for advanced degrees

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9.4.6 Attendance at graduation ceremonies involving a member of the immediate family, limited to two days, or three days if over 200 miles (one way) travel is required

9.4.7 Marriage of a member of the immediate family, limited to two days, or three days if over 200 miles (one way) travel is required

9.4.8 Attending workshops or seminars for professional growth limited to two (2) days, or three days if over 400 miles (one way) travel is required

9.4.9 Attendance at a memorial service/funeral for someone other than immediate family, limited to two (2) days, or three (3) days if over 200 miles (one way) travel is required.

In the second category, items where prior approval is necessary for Personal Necessity Leaves, the unit member shall submit the request for leave in writing to the principal at least two (2) working days prior to the requested commencement of the leave and shall complete the Roseville Joint Union High School District form upon his/her return.

9.5 CATEGORY #3

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

9.5.1 In Category #3 where prior notification and approval is necessary when a member of the unit must be absent from work, it is his/her responsibility to notify his/her principal as soon as possible in advance of the absence and to fill out the Roseville Joint Union High School District form prior to the leave.

9.5.2 Leaves for personal necessity under this Article may not be used on final exam days or days immediately before or after school holidays. Personal Necessity Leave shall not be allowed for any type of concerted action by the individual or the Association including but not limited to striking, work-stoppage, sick-out, picketing, etc.

9.5.3 Leaves under this category may not be used for recreational purposes.

9.5.4 Employees who feel they have extenuating circumstances may appeal on an individual basis to the Superintendent, or designee, provided the initial leave request has been submitted to the principal at least five days prior to the leave date request.

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

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

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

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

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

25 **Section 11 – Unpaid Leaves of Absence**
26

27 11.1 Application for Leave of Absence without pay shall be submitted to the Superintendent
28 on or before March 1 of the school year preceding that for which leave is requested, and shall
29 detail the purpose for which such leave is requested. Such leave may be granted for further
30 study, travel, teaching in a foreign country, acting as or seeking election to act as a representative
31 in state or federal legislative office, health of the unit member, or similar purpose. Leave
32 requests submitted after March 1 will be considered if they have significant benefit to the
33 District.
34

35 11.2 Such leave, except leave to act as representative of state or federal legislative office, shall
36 usually be granted only when the granting of such leave is of significant benefit to both the
37 District and the unit member.
38

39 11.3 Notification of a unit member's intent to return following such leave shall be filed by the
40 unit member at the written request of the District with the Superintendent, no later than March 1
41 of the year such leave is to terminate. Failure to file such notice shall be deemed a resignation.
42

43 11.4 While on leave, the unit member shall keep his/her current address on file in the
44 Superintendent's office.
45

46 11.5 Approval of such leave shall be at the discretion of the Board of Trustees and based upon
47 the potential contribution the unit member can make to the District program upon return from,
48 and as a result of, such leave.

1 11.6 While on leave, the unit member may elect to continue health and insurance coverage by
2 arranging to pay premium payments to the District Office.

3
4 **Section 12 – Sabbatical Leave**

5
6 12.1 Qualifications

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

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

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

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

21
22 12.2 Conditions for Sabbatical Leave

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

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

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

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

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

47
48 12.2.6 Sabbatical Leave shall count as a year of experience on the salary schedule and
49 shall apply toward retirement.

1 12.3 Types of Sabbatical Leaves

2
3 12.3.1 Study

4
5 The term "study" shall mean the pursuance of a course of study at an institution
6 approved by the Sabbatical Screening Committee.
7

8 12.3.2 Research

9
10 The term "research" shall mean work on a project approved by the District.
11

12 12.3.3 Travel

13
14 An approved travel program shall include a complete itinerary with a
15 correspondence timetable and objectives. Sabbatical Leave for travel shall be
16 primarily to gain professional knowledge and skills. No unit requirements are
17 connected with this Sabbatical Leave; however, the unit member will specify if
18 he/she intends to take units in an institution of higher learning during the travel
19 period. These units will be subject to approval by the District.
20

21 12.4 Application

22
23 Application for Sabbatical Leave will be evaluated by a Sabbatical Screening Committee
24 composed of three (3) members, two (2) of whom are from the unit chosen by the Association.
25 The third member shall be the District Superintendent's representative.
26

27 12.5 Selection Procedures

28
29 12.5.1 Applicant will be placed in rank order for performance as determined by the
30 criteria.
31

32 12.5.2 Criteria for selection (not necessarily in order of importance)

33
34 12.5.2a Length of service to the District

35
36 12.5.2b Purpose of leave

37
38 12.5.2c History of self-improvement

39
40 12.5.2d Quality of service to the District

41
42 12.5.2e Timelines, dependent on scheduled events
43

44 12.6 Approval of Recommended Applicants

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

1 12.7 Report Requirements of Sabbatical Recipients
2

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

7 12.7.1a Study: A transcript of units taken and completed by the applicant
8

9 12.7.1b Research: A written report describing the research
10

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

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

15 12.8 Limitation on Number of Leaves
16

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

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ARTICLE 9

SAFETY

1. Safety of employment is of primary concern to the District.

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

1.2 When a member of the unit is of the opinion that an unsafe condition exists, the building principal shall be notified in writing.

1.2.1 The building principal will make an inspection to determine if the condition can be corrected by local site personnel.

1.2.2 The local inspection shall take place within three (3) school days.

If in the opinion of the building principal, a correction of the reported conditions cannot be made by local site personnel, the principal shall make a written recommendation to the District Superintendent, or designee, with a copy sent to the unit member.

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

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

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1.5 During the course of the evaluation period, changed circumstances may arise which require modification of the evaluation components. The necessity for review of the evaluation components shall be determined by the unit member or the evaluator and the determination of the evaluation components shall be arrived at in accordance with Section 1.3 of this Article.

1.6 Each evaluation shall be based upon at least one observation, lasting either thirty (30) minutes or one full period, whichever is longer. No evaluation or observation shall take place until the yearly planning conference has been initiated.

1.7 Department coordinators will be provided released time to assist probationary teachers. At the request of the principal, the department coordinator will meet with the principal and teacher to discuss the probationary teacher's overall potential, including subject matter competence and ability to work with the department and its members.

1.8 Student evaluation shall be utilized by all members of the unit being evaluated during that year. A proposed written evaluation form to be used by students will be agreed to with the evaluators at the beginning of the year. Every student will have an opportunity to respond. The evaluations or a summary of the results will be shared with the evaluator at the end-of-the-year evaluation.

1.9 Any member of the unit who receives an unsatisfactory evaluation shall, upon request, be entitled to a subsequent observation, conference, and written evaluation. The evaluator shall confer with the unit member and identify specific recommendations and recommendations for additional training. The District may provide release time for the unit member to observe similar classes or to participate in training related to the comments and recommendations of the evaluator.

2. Unsatisfactory Evaluation

2.1 Any member of the unit evaluated as unsatisfactory on two successive evaluations under the procedures outlined above may have his/her salary advancement, anniversary increment, or raise denied. Only one of the salary factors may be denied for the successive work year and will be applied in the following order:

2.1.1 Salary advancement

2.1.2 Anniversary increment

2.1.3 Raise

- 1 2.2 An employee evaluated as unsatisfactory may request a second evaluator to
2 participate in the follow-up evaluation.
3
4 2.3 An employee evaluated as unsatisfactory may appeal the decision to the
5 Superintendent.
6
7 2.4 An employee whose salary advancement, anniversary increment or raise was
8 withheld will become eligible for pay advancement if the next year's evaluation
9 is satisfactory.

10
11 3. Alternative Evaluation Process

12
13 Permanent certificated employees may elect to participate in an alternative evaluation process
14 that utilizes a peer coach, a self evaluation, a student evaluation and a summary statement by the
15 principal or principal's designee. The alternative evaluation process is available under the
16 following conditions:

- 17
18 3.1 The principal agrees to the evaluatee's participation and acknowledges that the
19 composite evaluation will indicate that the employee meets or exceeds the
20 District's standards. The principal may decline to allow the evaluatee's
21 participation for any reason. Declining to allow participation is not an indication
22 that the employee does not meet the District's standards.
23
24 3.2 The evaluatee agrees to complete all forms and activities established for the
25 alternative evaluation process.
26
27 3.3 The principal approves of the evaluatee's choice of a peer coach and the areas for
28 exploration and experimentation developed by the evaluatee and peer coach.
29
30 3.4 The evaluatee may discontinue the alternative evaluation process and return to
31 the standard evaluation format by notifying the principal of his/her intent to do so
32 by November 15.

33
34 The alternative evaluation process shall utilize the following procedures and timelines.

- 35
36 3.5 The evaluatee shall submit a written request to the principal to participate in the
37 alternative evaluation process and indicating a choice of peer coach by the end of
38 the second week of the school year.
39
40 36 The principal shall approve or deny the request within ten days of its receipt.
41
42 3.7 If approved, the peer coach and evaluator shall complete and submit a plan for
43 areas for exploration and experimentation by the end of the sixth week of school.
44 The principal shall approve the plan within ten days.
45
46 3.8 The evaluatee and peer coach will conduct at least two classroom visits and
47 conferences before the end of the first semester.

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

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

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

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

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

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ARTICLE 12

PEER ASSISTANCE AND REVIEW

1. Purpose

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

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

2. Definitions

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

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

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

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

3. Funding

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

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

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

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

3.4 Funds for other professional development activities for teachers.

The District and RSEA shall annually establish stipends for the PAR Governance Panel chair, panel members, and consulting teachers. Only consulting teachers assigned to a participating teacher will receive the full stipend. Consulting teachers not assigned may

1 be compensated for time spent in training authorized by the Governance Panel.
2 Expenditures for the PAR program shall not exceed the revenues received to operate the
3 program.
4

5 4. Governance 6

7 4.1 A PAR Governance Panel shall govern the program. The panel shall be composed
8 of four teachers appointed by RSEA from all the permanent staff members
9 represented by RSEA and three administrators selected by the District. Teachers
10 selected to be Governance Panel members shall be permanent employees of the
11 District with evaluations that meet or exceed the District standards.
12

13 4.2 RSEA shall select the teachers best qualified to serve on the panel and represent all
14 the teachers of the District regardless of whether or not the teacher is an active
15 member of the local association. Panel members shall serve for two-year terms
16 and may be appointed to consecutive terms. For the 2000-01 school year, two of
17 the teachers and one of the administrators shall be designated as having three-year
18 terms. If the selection process for Governance Panel members is changed during
19 future negotiations regarding this article, the original terms of assignment for panel
20 members may be reviewed and altered.
21

22 4.3 When the panel is unable to reach consensus on an issue, actions may be taken on
23 an affirmative vote of the majority of the panel members.
24

25 4.4 The PAR Governance Panel shall:

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

46 5. Mandatory Participation 47

48 5.1 A teacher who receives an overall unsatisfactory rating on her/hr annual
49 evaluation and who, as part of that evaluation, receives two unsatisfactory ratings

1 on standards one, two, three, four, and/or five of the RJUHSD summary
2 evaluation form shall participate in the PAR program.
3

- 4 5.2 The standards of the RJUHSD summary evaluation form shall be based on the
5 California Standards for the Teaching Profession. Standards one through five of
6 the California Standards for the Teaching Profession are directly related to subject
7 matter competence and/or teaching strategies.
8

9 6. Voluntary Participation

- 10
11 6.1 Teachers may volunteer to participate in the PAR program. The PAR governance
12 panel shall determine if the volunteer teacher is accepted or denied. Generally, a
13 volunteer would have a summary evaluation of “needs improvement” and be rated
14 as unsatisfactory on at least one of the five standards identified for mandatory
15 participation.
16

- 17 6.2 A volunteer participant may terminate participation at any time. In the event the
18 volunteer participant does not complete the year, the Governance Panel shall
19 determine the percent of stipend to be paid to the consulting teacher.
20

21 7. Consulting Teachers

- 22
23 7.1 The minimum qualifications for a consulting teacher include:

- 24 a. Permanent status with at least five years of recent teaching experience.
25 b. Demonstrated exemplary teaching ability as demonstrated by, among other
26 things, effective communication skills, subject matter knowledge, knowledge
27 of and commitment to applicable curricular goals and standards, and a
28 mastery of a wide range of teaching strategies necessary to meet student
29 needs.
30 c. Ability to work cooperatively and effectively with other teachers and
31 administrators.
32

- 33 7.2 Consulting teachers shall be required to submit an application developed by the
34 PAR Governance Panel and at least two recommendations from individuals
35 familiar with the applicant’s abilities. The PAR Governance Panel shall make
36 provisions for observing the applicant’s classroom as part of the selection process.
37

38 All parts of the selection process for Consulting teachers shall be treated as
39 confidential and will not be disclosed except as required by law.
40

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

46 The consulting teacher’s duties include, but are not limited to:

- 47 a. Consulting with the participating teacher and evaluator to develop an
48 individual assistance plan.
49 b. Observing the participating teacher during periods of classroom instruction.

- c. Holding conferences with the participating teacher following observations.
- d. Arranging for the participating teacher to observe the consulting teacher or other exemplary teachers.
- e. Providing suggestions and materials related to improving the participating teacher's subject matter knowledge and/or teaching strategies.
- f. Consulting with the evaluator about any recommendations or assistance provided by the evaluator. (Note: the Education Code establishing the PAR program encourages a cooperative relationship between the evaluator and the consulting teacher.)
- g. Identifying and recommending training in specific teaching techniques or the designated subject matter.
- h. Maintaining a log of the assistance provided.
- i. Preparing written recommendations for the participating teacher at least once every nine weeks.
- j. Preparing a final written report for the PAR Governance Panel that summarizes the results of the teacher's participation. (Note: by statute, a copy of this report shall become a part of the personnel file of a participating teacher receiving mandatory assistance.)

8. Assistance Provided to Participating Teachers

- 8.1 The consulting teacher's assistance shall initially focus on the specific areas recommended for improvement by the participating teacher's evaluator. The participating teacher and consulting teacher, in consultation with the evaluator, shall develop an individualized assistance plan. The assistance plan shall include clear, written recommendations aligned with student learning and consistent with Education Code 44662, the statute that governs the evaluation of teachers. The PAR Governance Panel shall review the plan and the panel may modify the plan.
- 8.2 Specific assistance shall include, but is not limited to:
 - a Multiple classroom observations and conferences with the consulting teacher.
 - b Written recommendations and/or commendations by the consulting teacher at least every nine weeks.
 - c Scheduled opportunities for the participating teacher to observe exemplary practice by the consulting teacher or other exemplary teachers.
 - d Attendance at appropriate professional development activities provided by the District.

9. Protections Afforded Participating Teachers

- 9.1 The participating teacher shall have a right to be represented by RSEA in any meetings called of the PAR Governance Panel to review the teacher's progress and shall be given a reasonable opportunity to present any pertinent information related to any report being presented.
- 9.2 A participating teacher or the evaluator may request a specific consulting teacher or submit a written objection to an assigned consulting teacher. The PAR Governance Panel makes the final decision about the assignment of consulting teachers.

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- 9.3 The participating teacher and evaluator shall each have an opportunity to review all reports generated by the consulting teacher and forwarded to the PAR Governance Panel. The participating teacher and evaluator may attach comments to any reports submitted to the Panel.
- 9.4 A participating teacher shall not have access to the grievance process of the collective bargaining agreement to challenge the content of reports, or decisions of the PAR Governance Panel, but may file responses that shall become part of the official record of participation.
- 9.5 The personnel office will file all records and reports, except the final summary of participation for mandatory participants, separately from the individual personnel records.
- 9.6 The participating teacher, the consulting teacher, nor the evaluator shall be present during confidential deliberations of the PAR Governance Panel. The Panel may request information from any of the parties involved.

10. Compensation

- 10.1 The first time unit members prepare presentations compensated through PAR funds, the member will be paid for two hours of preparation time for each hour of presentation at a rate of \$28.00/hour.
- 10.2 For subsequent presentations, unit members will be compensated for one hour of preparation time and the actual presentation at \$28.00/hour.

11. Other Provisions

- 11.1 Nothing in this Article diminishes the legal or contractual rights of bargaining unit members.
- 11.2 Nothing in this Article shall modify or affect the District’s right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code 44938 and the provisions of the collective bargaining agreement.
- 11.3 Nothing in this Article precludes the evaluator from initiating and completing the evaluation process described in the collective bargaining agreement.
- 11.4 Nothing in this Article affects the evaluator’s ability to issue verbal or written communications about incidents or events related to the participating teacher’s fulfillment of his/her professional obligations.
- 11.5 All documents and information relating to the participation in this program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 5250, et seq.). The annual evaluation of the Program’s impact, excluding any

1 information on identifiable individuals, shall be subject to disclosure under
2 the Public Records Act.

3
4 11.6 Unit members who perform functions as consulting teachers or panel
5 members

6 under this Article shall have the same protection from liability and access to
7 appropriate defense as other public school employees pursuant to Division 3.6
8 (commencing with Section 810) of Title I of the California Government Code.

9
10 11.7 This Article shall remain in effect for as long as the District receives the
11 specific state funding for the California Peer Assistance and Review Program.

12 As long as there are carryover funds, the PAR Panel will oversee the
13 allocation of funds. If the District does not receive any new state funding for
14 the California Peer Assistance and Review Program beyond the BTSA funds,
15 the PAR panel will not receive any stipends. This Article shall expire once
16 there are no new or carryover funds beyond BTSA, and has no force or effect
17 without need for further action by either the District or RSEA.

1 **ARTICLE 13**

2
3 **EMPLOYEE DISCIPLINE**

4
5 The Article for discipline short of dismissal is intended to be an alternative to dismissal when
6 other feasible means of corrective action have been exhausted or if an incident of singular
7 magnitude is so great as to render the necessity for this level of action.
8

9 1. The following methods should be used to improve performance or consider prior to the
10 implementation of this Article:

- 11 1.1 As appropriate, the District evaluation procedure;
- 12 1.2 Individual conference to identify the problem and necessary corrective action;
- 13 1.3 Written notice of possible action if concerns are not corrected;
- 14 1.4 Letters of reprimand to the employee's file.

15
16 It is the responsibility of the charging administrator to establish that the above procedures have
17 been implemented prior to proposing a disciplinary action unless the proposal is based on a
18 single significant action by the employee.
19

20 2. Causes for Discipline Action

- 21 2.1 Violation of any of the prohibitions set forth in the Education Code or the
22 California Administrative Code, and any violation of the policies or regulations
23 of the District or provisions of the collective bargaining agreement.
- 24 2.2 Conviction of a felony or conviction of a misdemeanor involving moral turpitude
25 is deemed to be a conviction within the meaning of this section.
- 26 2.3 It is understood that any causes stated above may be subsumed under the causes
27 for dismissal set forth in the California Education Code and that nothing stated
28 herein shall have any controlling effect in the event a dismissal action is initiated
29 under provisions of the Education Code.

30 3. Written Charges

31 Before any discipline or penalties are imposed upon a certificated employee, written charges
32 shall be filed with the Board of Trustees setting forth:

- 33 3.1 The basis upon which the charges are founded
- 34 3.2 A copy of the charges shall be personally served upon the employee or mailed to
35 the employee by registered or certified mail at his/her last address known to the
36 District.
37

1 3.3 The written charges must be filed within 30 days from knowledge of the incident
2 for which action is being proposed.

3
4 3.4 A two year limit upon materials which may be included as part of the charges

5
6 3.5 Include a list of conferences held with the employee related to the proposed
7 action and identifying prior corrective action.

8
9 3.6 Discipline short of dismissal documents will be filed separate from the personnel
10 file.

11
12 3.7 No discipline short of dismissal shall be predicated upon information or material
13 of a derogatory or critical nature which has been received by the site
14 administrator from students, parents and/or citizens unless the following
15 procedures have been followed.

16
17 Any student, parent or citizen complaint, which may be used for discipline short of dismissal,
18 shall be reported to the unit member by the administrator receiving the complaint, within five (5)
19 days of receipt.

20
21 Should the involved unit member believe the allegations in the complaint warrant a meeting, the
22 site administrator shall attempt to schedule a meeting between the unit member and the
23 complainant. At the request of the unit member, an Association representative may be present at
24 the meeting. If the complainant refuses to attend the meeting, the complaint shall not be utilized
25 by the District in any discipline short of dismissal action.

26 27 4. Request for a Hearing

28
29 If the employee fails to request a hearing on the charges within 10 calendar days after the
30 charges are served upon or mailed to him/her, the Board of Trustees may act upon the charges
31 without further notice to the employee.

32 33 5. Hearing

34
35 The employee will have the option of requesting a hearing before the Board or a hearing officer.

36 If the employee's decision is to use a hearing officer, the hearing officer's recommendation shall
37 be referred to the Board for a final decision. If the employee's request is to go directly to a
38 hearing with the Board, the hearing procedure will be followed; but, the right to use the hearing
39 officer is waived by the employee. The charging party shall carry the burden of proof in support
40 of the disciplinary action. The charging party and the employee may call witnesses and shall
41 have the right to cross-examination and may present evidence. All questions relating to
42 definitions, procedural matters, and compliance with requirements contained in this Article shall
43 be resolved by the Board or hearing officer and shall not be subject to the grievance Article
44 contained in this Agreement. At the conclusion of the hearing, the Board of Trustees may take
45 the evidence under consideration for 20 days before announcing its decision in the matter. The
46 decision shall contain express findings on the charges upon which the disciplinary action or
47 penalty is based.

1 6. Hearing Officer
2

3 The selection of a hearing officer will be determined by the following procedure as in the order
4 of the listing:
5

6 6.1 Mutual agreement to an individual hearing officer
7

8 6.2 Mutual agreement to have a hearing officer appointed by the State Conciliation
9 Service
10

11 6.3 The State Conciliation Service will be asked for a list of five persons with
12 alternate striking of names until one name remains.
13

14 7. Cost of Hearing and Attorney Fees
15

16 The cost of the hearing officer and stenographic report would be mutually shared by both parties
17 to the hearing. The cost of preparing a transcript of the hearing shall be paid by the party
18 requesting the transcript. Each party shall pay his/her own attorney fees and other costs.
19

20 8. Discipline or Penalties Imposed by the Board
21

22 Should the Board of Trustees adopt penalties more severe than those recommended by a hearing
23 officer, the Board would pay the cost for the hearing officer and stenographic reporter.
24

25 9. This Article Does Not Apply to Dismissal
26

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

1 6. Reasons for Transfer of Personnel

2
3 There are many reasons for transfers whether they are initiated by the unit member or whether it
4 is necessary to effect an administrative transfer. Such reasons shall relate to the needs of the
5 educational programs. Examples of such reasons include but are not limited to the following:

- 6
7 6.1 Professional improvement
8
9 6.2 Instructional program requirements and improvements
10
11 6.3 Opening and closing of schools
12
13 6.4 Fluctuations in pupil enrollment
14
15 6.5 Elimination or reduction of classes in special areas or programs
16
17 6.6 Federal and state requirements
18
19 6.7 Assist in improving the performance of or resolve problems with an
20 unsatisfactory teacher who has been evaluated as unsatisfactory
21
22 6.8 Resolve documented personality conflicts
23

24 7. Transfers Initiated by Unit Members

- 25
26 7.1 Transfer of a unit member for professional improvement may take place only
27 when the requested position is available in the school site of his/her choice and
28 the request for transfer is approved by the Superintendent, or designee, and the
29 principals of the respective schools.
30
31 7.2 The filing of a Request for Transfer shall be without prejudice to the unit
32 member and shall not jeopardize his/her present assignment. The Request for
33 Transfer may be withdrawn at any time prior to official confirmation that the
34 transfer has been effected. A transfer request shall be deemed complete and in
35 effect when the respective principals, the applicant and the Superintendent, or
36 designee concur.
37
38 7.3 Consideration for transfer shall be on the basis of the many qualifications of the
39 unit member and the needs required in the requested position as judged by the
40 administrators involved.
41
42 7.4 Transfer shall be based upon the following appropriate non-ordered criteria:
43
44 7.4.1 Credential authorization and certifications
45
46 7.4.2 Major or minor field of study, qualifications by training, and
47 previous related experience

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- 7.4.3 Extra-curricular needs
- 7.4.4 Instructional program or general philosophy or requirements that are unique to the school
- 7.4.5 Documented personality conflicts
- 7.4.6 Performance evaluation
- 7.4.7 When the above factors are considered equal, length of service in the District shall be the determining factor.

7.5 Each unit member who applies for a transfer shall be notified in writing of the approval or disapproval for the assignment request. If a unit member's request for a voluntary transfer is denied, the unit member shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reasons for denial. The unit member may request and shall receive written reasons for the denial following said meeting if he/she so requests. These written reasons shall become a part of the unit member's personnel file. The request shall be made within ten (10) working days of the denial and the written response will be delivered within ten (10) working days of the requests.

8. Administrative Transfer

When it becomes necessary for the District to initiate a transfer, (except in 8.5 below) the site administrator will discuss the transfer with school staff to determine if any qualified staff members would voluntarily choose to accept a transfer to another school. Unit members will be given at least five (5) working days to consider a voluntary transfer. In the event an appropriate volunteer is not obtained, an administrative transfer will be effected. The site administrator will meet with the staff member(s) being considered to discuss the transfer(s) and the reasons for such transfer(s). The decision for selection of involuntary transfers shall be based upon the following appropriate non-ordered criteria:

- 8.1 Credential authorization and certifications
- 8.2 Major or minor field of study, qualifications by training, and previous related experience
- 8.3 Extra-curricular needs
- 8.4 Instructional program or general philosophy or requirements that are unique to the school
- 8.5 Performance evaluation
- 8.6 Previous involuntary transfer within the past three years
- 8.7 When the above factors are considered equal, length of service in the District shall be the determining factor.

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

10
11 10. The staff member transferred to another school will be given every consideration in
12 returning to his former school providing such an assignment is available and provided it is in the
13 best interests of the involved schools' educational program and is requested by the transferred
14 staff member.

15
16 11. A transfer to meet legitimate, educational related needs of the District may be initiated at
17 any time by the Superintendent or designee; however, no such transfer shall be made for
18 disciplinary reasons. A unit member whose services are formally evaluated as unsatisfactory
19 may be involuntarily transferred in order to provide him/her with a reasonable opportunity for
20 improvement.

21
22 12. A unit member may be involuntarily transferred to resolve a documented conflict with
23 other staff members or administrators and/or documented incidents of sexual harassment.

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

29
30 14. Unit members returning from leave shall be afforded all rights provided under this
31 section.

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ARTICLE 15

SUMMER SCHOOL TEACHER SELECTION

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

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

6.6 Any employee shall be dropped from the roster for:

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

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

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

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

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ARTICLE 16

EFFECT OF CONTRACT

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

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

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

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

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

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ARTICLE 17

GRIEVANCE PROCEDURE

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

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

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

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

5. Failure by the administration to adhere to decision deadlines constitutes the right for the aggrieved to appeal automatically to the next step (higher level). Failure of the unit member to adhere to the submission deadlines shall mean that the unit member is satisfied with the latest decision and waives any right to further appeal. However, nothing prevents the parties from extending the dates by mutual agreement.

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

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

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

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

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

10 11. Definitions

11 11.1 Day: A day on which the District Office is normally open for business.
12

13 11.2 Grievance: A grievance is a complaint by a member of the unit that there has
14 been an alleged violation, misapplication or misinterpretation of the specific
15 provisions of this Contract.
16

17 11.3 Grievant: A grievant is a District member of this unit covered by this Contract
18 who is filing a grievance.
19

20 11.4 Immediate Administrator: An immediate administrator is the administrator
21 having immediate jurisdiction over the unit member who is filing the grievance.
22

23 11.5 Representative: A representative is a fellow unit member, unit organization, or
24 legal counsel who participates in the grievance procedure.
25
26

27 12. Informal Resolution

28
29 Any member of the unit who believes he/she has a grievance shall present the grievance orally to
30 their immediate administrator within ten (10) days after the grievant knew, or reasonably should
31 have known, of the circumstances which form the basis for the grievance. Failure to do so will
32 render the grievance null and void. The administrator shall hold discussions and attempt to
33 resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of
34 this informal meeting that at least one personal conference be held between the aggrieved unit
35 member and the immediate administrator.
36

37 13. Grievances shall be processed in accordance with the following steps:
38

39 13.1 Step 1: If the grievance is not settled during the informal discussion and the
40 member of the unit wishes to pursue the grievance, the unit member shall present
41 the grievance in writing to the immediate administrator within ten (10) days after
42 the oral decision by the administrator. The administrator shall respond in writing
43 within ten (10) days after receipt of the grievance. The written grievance shall
44 include:
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46 13.1.1 A description of the specific grounds of the grievance including names,
47 dates, and places necessary for a complete understanding of the
48 grievance.

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

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

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

13.2 Step 2: If the grievance is not resolved at Step 2, the grievant shall, within ten (10) days after receipt of the written decision, present the grievance in writing to the District Personnel Director. Within ten (10) days from the receipt of the grievance, the administrator involved shall, if so requested, meet with the grievant in an effort to resolve the grievance. The administrator shall make a written disposition of the grievance within ten (10) days after the receipt of the grievance or, if a meeting is requested, within ten (10) days after such meeting, and return it to the grievant.

13.3 Step 3: If the member of the unit is not satisfied with the disposition of the grievance at Step 2, the written grievance shall, within ten (10) days, be transmitted by the grievant to the Superintendent or the Superintendent's designee. Within ten (10) days from the receipt of the written grievance, the Superintendent, or designee, shall meet with the grievant on the grievance and shall make a written disposition of the grievance within ten (10) days of such meeting and shall furnish a copy of the disposition to the Association and to the grievant.

13.4 Step 4:

13.4.1 If a grievant is not satisfied with the disposition of the grievance at Step 3, the Association may request, in writing, a hearing before an arbitrator. Such request shall be filed in writing in the office of the Superintendent within ten (10) days after receipt of the written disposition at Step 3.

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

1 14. Powers of the Arbitrator

2
3 It shall be the function of the arbitrator to make a recommendation to the Board of Trustees, the
4 Superintendent, and the grievant, to resolve the grievance. The arbitrator shall be subject to the
5 following limitations:
6

7 14.1 The arbitrator shall have no power to add to, subtract from, disregard, alter, or
8 modify any of the terms of this Contract.
9

10 14.2 The arbitrator shall have no power to establish salary structures or change any
11 salary.
12

13 14.3 The arbitrator shall have no power to recommend or resolve any of the
14 following:
15

16 14.3.1 The termination of services of or failure to reemploy any unit member to
17 a position on the extra-curricular schedule
18

19 14.3.2 The placing of a member of the unit on probation
20

21 14.3.3 Any claim or complaint for which there is another remedial procedure or
22 course established by law or by regulation having the force of law,
23 including any matter subject to the procedures specified in the Education
24 Code
25

26 14.3.4 Any matter involving unit member evaluation, except a remedy as the
27 result of failure to comply with evaluation procedure set forth in this
28 Contract
29

30 14.4 The arbitrator shall have no power to change any practice, rule, or any action
31 taken by the District.
32

33 14.5 If either party disputes the arbitrability of any grievance under the terms of the
34 Contract, the arbitrator shall have no jurisdiction to act until the matter has been
35 determined by a court of competent jurisdiction.
36

37 In the event that a case is appealed to an arbitrator on which he/she has no power
38 to rule, it shall be referred back the parties without decision or recommendation
39 on its motive.
40

41 14.6 The fact that the grievance has been considered by the parties in the preceding
42 steps of the grievance shall not constitute a waiver of jurisdiction limitations
43 upon the arbitrator in this Contract.
44

45 14.7 Either party may request a certified court reporter to record the entire arbitration
46 hearing. The cost of the services and expenses of such court reporter shall be
47 paid by the party requesting the reporter or shared by the parties if they both
48 mutually agree. If the arbitrator requests a court reporter, then the costs shall be

1 shared by both parties. The court reporter shall deliver a copy of the proceeding
2 to each party within fifteen (15) days.

3
4 14.8 Upon receipt of the recommendation of the arbitrator, the Board of Trustees shall
5 direct that the recommendation be placed upon the Board's agenda for
6 consideration at its next regular meeting.

7
8 The grievant, the Superintendent, the Association, and any member of the unit
9 potentially directly affected, should the recommendation of the arbitrator be
10 accepted by the Board, shall be entitled to appear, in person or by representative,
11 to argue the matter to the Board. After the Board has heard such arguments and
12 without evidence being presented, the matter shall stand submitted for decision
13 by the Board, which decision shall be final.

14
15 15. Hearings held under this procedure shall be conducted at a time and place which will
16 afford a fair and reasonable opportunity for all persons entitled to be present to attend. Such
17 hearings shall be conducted during non-classroom hours, unless there is mutual agreement for
18 other arrangement. The District and the party are responsible for the payment of their own
19 representatives and witnesses involved in any grievance meeting.

20
21 16. If the grievance arises from an action of authority higher than the principal of the school,
22 the employee may present such grievance at Step 2 of the procedure.

23
24 17. Time limits provided in this Contract may be extended by mutual agreement of both
25 parties confirmed in writing by the District. Failure by the District at any step of this procedure
26 to communicate the decision on a grievance within the specified time limit shall permit the
27 grievant to lodge an appeal at the next step of this procedure. Any grievance not advanced to the
28 next step within the time limits of the Contract shall be deemed resolved by the District's answer
29 at the previous step.

30
31 18. Nothing contained herein shall deny to any member of the unit his/her rights under state
32 or federal constitutions and laws. No probationary unit member may use the grievance
33 procedure in any way to appeal discharge, or a decision by the District not to renew his/her
34 contract. No tenured member of the unit shall use the grievance procedure to dispute any action
35 by the District which is applicable to the state tenure laws. No unit member shall use the
36 grievance procedure to appeal any decision of the District or administration if such decision is
37 applicable to a state or federal regulatory commission or agency.

1 **ARTICLE 18**

2
3 **INDEPENDENT STUDY TEACHERS**

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

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

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

26 Independent study teachers shall be paid on a salary schedule for independent study teachers as
27 approved by the Board of Trustees. (See salary schedule 12.)

28
29 Full-time independent study teachers shall be assigned sufficient students to generate a target of
30 32 hours of student attendance per five day week. The average weekly attendance shall be
31 computed based on intervals of at least three weeks. Additionally, full time independent study
32 teachers will complete at least eight hours per five day week of other professional duties
33 including preparation and meeting time. A full-time independent study teacher will spend at
34 least forty hours in instruction and other professional duties in a five day work week.

35
36 Full time independent study teachers shall be paid on a twelve month basis.

37
38 Partial day and partial year independent study teachers are employed as temporary employees.
39 Independent study teachers may apply for positions in other programs, but continued
40 employment is limited to the independent study program.

41
42 Partial day and partial year independent study teachers are employed on an hourly basis. The
43 hourly rate is computed by dividing the annual salary by the product of eight hours times the
44 number of days in the teacher work year.

45
46 When initially employed each school year, a partial day or partial year independent study teacher
47 shall be assigned a number of hours per week. Once assigned, the hours may not be reduced for
48 the remainder of the school year.

49 Salary Schedule.

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

3 When additional hours become available, the principal shall consider the following in assigning
4 such hours to specific partial day or partial year independent study teachers.

- 5
- 6 a. the subject area need of the student(s)
- 7 b. the credential authorization and subject area experience of the teacher
- 8 c. the other support needs of the student, as determined by the principal
- 9 d. the performance evaluation of the teacher
- 10 e. when the above factors are considered equal, length of service in the independent
11 study program shall be the determining factor.
- 12

13 An employee may request a review of the principal's decision to add hours to another employee
14 with less length of service in the independent study program. The superintendent or designee,
15 whose decision shall be final, will consider the criteria listed above.

16

17 Hours assigned to partial day or partial year independent study teachers at the beginning of each
18 school year may vary from the hours assigned at the end of the previous year. Start dates for
19 returning partial day or partial year employees may also vary depending on student enrollment.

20

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

24

25 Independent study teachers will earn a year of credit for advancement on the salary schedule for
26 each school year they work at least 720 hours. Partial day or partial year independent study
27 teachers may accumulate hours for advancement on the salary schedule over a maximum of
28 three school years. Hours accumulated in a school year or years may only be used once for
29 advancement on the salary schedule.

30

31 Benefits:

32

33 Independent study teachers shall be entitled to health and welfare benefits based on the
34 following schedule:

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

35

36

37

38

39

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

44

45 Preparation Time:

46

47 Partial day and partial year independent study teachers shall receive one hour of preparation time
48 for each five hours of instruction provided.

1 Summer School:

2

3 Independent study teachers may be placed on the summer school rotation list. The independent
4 study teachers will be added to the list after the contracted classroom teachers and will be placed
5 in order based on full years of service as defined above. Those teachers requesting placement on
6 the regular summer school rotation list who have no full years of service will be placed at the
7 bottom of the list by random drawing.

8

9 Contracted classroom teachers may be added to the list for independent study summer school
10 after the independent study teachers and based on years of service.

11

12 Evaluation:

13

14 Independent study teachers shall be evaluated at least every two years by the principal.

15

16 Future Teacher Salary Negotiations:

17

18 Future negotiated increases to the regular Teacher Salary schedule will maintain the
19 Independent Study Teacher Salary Schedule at a minimum of 96% of the regular Teacher
20 Salary Schedule.

ARTICLE 19

SAVINGS

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

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ARTICLE 20

TERM OF CONTRACT

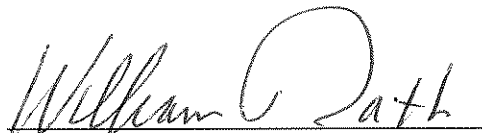
The Contract shall remain in effect until June 30, 2010.

Each party may open up to two contract articles per year.

By affixing their signature to this Contract, both the primary signatories indicate that they have the express authority of their respective bodies to approve and execute this Contract.

Dated: 7/8/09

**FOR THE ROSEVILLE SECONDARY
EDUCATION ASSOCIATION**



William Rath, President

**FOR THE ROSEVILLE JOINT
UNION HIGH SCHOOL DISTRICT**




**Glen De Graw, Assistant Superintendent,
Personnel Services**

Joint Communiqué

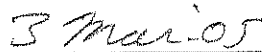
The Roseville Secondary Education Association recommends that all teachers become highly qualified as specified by No Child Left Behind as well as CLAD certified.

Teachers are encouraged to take advantage of the opportunities and support provided by the Roseville Joint Union High School District in an effort to complete these recommendations.


Signed:




Don Genasci
Assistant Superintendent, Personnel



Date



Bill Rath
RSEA President



Date

BENEFITS APPENDIX – RSEA CONTRACT

Updated July 13, 2010

The District provides the following:

Health Benefits – The District provides a \$619 allowance toward the monthly premium costs of the following plans:

2010-11 RATES

Blue Shield PPO, Blue Shield HMO, and Kaiser HMO Plans

For all Active RSEA Employees

Plans Selected by Groups		SIG Code	Employee Only	Employee + Children	Employee + Spouse	Employee + Family
	Blue Shield High Deductible PPO with HSA (\$2250)*	HDHP1	\$360 + \$8.90*	\$551 + \$8.90*	\$720 + \$8.90*	\$826 + \$8.90*
	Blue Shield 80/20 PPO*	BLPPO	\$639 + \$8.90*	\$980 + \$8.90*	\$1,278 + \$8.90*	\$1,471 + \$8.90*
	Blue Shield HMO Access Plus*	BLHMO	\$715+ \$8.90*	\$1,093 + \$8.90*	\$1,430 + \$8.90*	\$1,689 + \$8.90*
	Kaiser High Deductible Plan with HSA Basic (\$2000/\$4000)	2214B	\$358 + \$8.90*	\$542 + \$8.90*	\$716 + \$8.90*	\$837 + \$8.90*
Plan Selected by RSEA	Kaiser Plan (\$10 Copay/\$10 Generic Rx/\$25 Brand Rx) with Optical and Chiropractic	35876E	\$555	\$843	\$1,110	\$1,303

*Employees who select a plan that does not include vision coverage must be covered under Vision Service Plan at a cost to the employee of \$8.90/month for employee only coverage. Spouse and/or dependent vision coverage is not available.

Dental – The District pays 100% of the premium for the Delta Dental plan for the employee and family. Per visit costs range from 0% to 30%. The plan covers a maximum of \$1,500 per calendar year.

Life Insurance – The District pays total premium costs of \$8.33 per month for group decreasing life insurance for the employee (through Standard). Benefits and options are highlighted below:

District Paid Basic Life Insurance for the Employee (\$8.33 per month per employee)

<u>Age at Death</u>	<u>Basic Life Insurance</u>	<u>Accidental Death Benefit</u>
Under 25	\$136,800	\$136,800
Age 25-29	120,000	120,000
Age 30-34	103,200	103,200
Age 35-39	88,200	88,200
Age 40-44	70,200	70,200
Age 45-49	52,800	52,800
Age 50-54	34,200	34,200
Age 55-59	27,600	27,600
Age 60-64	23,400	23,400
Age 65-69	14,400	14,400
70 and Above	8,400	8,400

19

Benefit Package for Your Family (optional, employee pays \$1.00 per month)

	<u>Basic Amount of Life Insurance</u>	<u>Plus Accidental Death Benefit</u>
Spouse/Domestic Partner (no age limit)	\$5,000*	\$5,000*
Each Dependent Child		
Age Under 6 Months	\$1,500	\$1,500
6 Months but Under 21 Years (Extended to Age 23 if Attending an Educational Institution)	\$5,000*	\$5,000*

PLUS: Continued family coverage for two years after your death.

PLUS: Accidental dismemberment benefit

*Not to exceed 50% of employee benefit.

Supplemental Benefit Package for You – Supplemental and Supplemental PLUS Insurance (optional, employee pays \$9.00 monthly, \$10.80 tenthly for Supplemental; \$18.00 monthly, \$21.60 tenthly for Supplemental PLUS)

<u>Age at Death</u>	<u>Supplemental Life</u>	<u>Supplemental AD&D</u>	<u>Supplemental PLUS Life</u>	<u>Supplemental PLUS AD&D</u>
Under 25	\$132,000	\$132,800	\$264,000	\$264,000
Age 25-29	114,000	114,000	228,000	228,000
Age 30-34	99,000	99,000	198,000	198,000
Age 35-39	84,000	84,000	168,000	168,000
Age 40-44	66,600	66,600	133,200	133,200
Age 45-49	52,500	52,500	105,000	105,000
Age 50-54	39,000	39,000	78,000	78,000
Age 55-59	31,500	31,500	63,000	63,000
Age 60-64	25,500	25,500	51,000*	51,000*
Age 65-69	18,000	18,000	-	-
70 and Over	12,000	12,000	-	-

*At age 65, coverage is limited to supplemental.

69

Section 125 Plan – The District provides administrative services at a cost of \$4.50 per month per employee to provide pre-tax medical reimbursement, health insurance premiums, and dependent care for each employee who elects these benefits.

Section 403(b) – The District provides \$2.00 per month per employee for the administrative services of employees’ 403(b) plans (tax sheltered annuities).

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

Revised 7-13-10

RJUHSD Proposal to RSEA (8/31/09)

2009-10 Mid-Year Grade Proposal (4th written proposal)

For the 2009-10 school year, teachers will submit mid-year final grades or a final D/F list for each class by the end of the last day of the term. For those classes with a C/D/F requirement for movement to the next level, teachers will submit a final C/D/F list. A list of C/D/F classes will be identified by the Principal in accordance with the program planning guide. Teachers who submit a final D/F or C/D/F list on the last day of the term will submit their final term grades by the end of the second workday of the second term.

The District agrees to notify Principals that they may not change the board approved teacher workday calendar.

Anderson
John E. Montoya
Lana Bullard