

Agreement between the



BOARD OF EDUCATION

and the

ROSEVILLE TEACHERS' ASSOCIATION

Through June 30, 2019

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MEMORANDUM OF UNDERSTANDING – INDEPENDENT STUDY MONEY: MIDDLE SCHOOLS

MEMORANDUM OF UNDERSTANDING – PROFESSIONAL DEVELOPMENT

ARTICLE I

PREAMBLE

This contract is between the Roseville City School District (hereinafter referred to as "District") and the Roseville Teachers' Association, a chapter of the California Teachers' Association, affiliated with the National Education Association (hereinafter referred to as "Association").

ARTICLE II
RECOGNITION

The District hereby confirms its recognition of the Association as the exclusive representative for a unit described as all classroom teachers, temporary certificated employees, nurses, speech pathologists, psychologists, and counselors and excludes the Superintendent, Assistant Superintendent of Personnel, Assistant Superintendent of Educational Services, Director of Student Services, Director of Instruction, Assessment and Intervention, Director of Technology, Principals, Assistant Principals, Program Specialist, District Librarian, substitute certificated employees, and summer school certificated employees who are not permanent or probationary employees of the District.

ARTICLE III

ASSOCIATION OBLIGATIONS AND RIGHTS

A. ASSOCIATION OBLIGATIONS

1. The Association shall file with the District Office on the date this contract is on the Board agenda for adoption and keep current, thereafter, the following information:
 - a. Name, mailing address, and telephone number of the Association.
 - b. Name and mailing address of each area, state or national organization with which it is affiliated.
 - c. Name, mailing address, and telephone numbers of the officers and representatives authorized to represent the Association. Such listing shall include the authority of the officers and representatives and any limits on that authority.
 - d. Copies of the constitution, by-laws and any other written regulations or rules governing the Association.
 - e. A verified statement of the number of employees of the School District who are members in good standing of the Association on the date of such verification.
2. All correspondence and inquiries from the Association outside of the context of the "meet and negotiate" process, shall be directed to the Superintendent, who may then direct the correspondence or inquiry to the appropriate person. Any correspondence or inquiry in the context of, or related to the "meet and negotiate" process shall be directed either to the Superintendent or the District's representative with a copy of such inquiry or correspondence given to whichever of the two (2) individuals was not so advised by the Association.

B. ASSOCIATION RIGHTS

1. Association communications may be posted only on bulletin boards approved by the principal for Association use. The authorized Association representative shall be responsible for the posting of all such notices and the contents thereof. All notices, prior to posting, shall be signed by the authorized Association representative. Copies of all such material will be given to the principal at the time of posting, or such materials will be shown to the principal prior to 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, if it bears the name of the Association and the name of employee representative assuming responsibility for distributing such literature. A copy of each item so distributed will be furnished to the principal no later than the time of distribution.
3. The Association may use school buildings for meetings subject to the following conditions:
 - a. The Association shall have the right to use school buildings provided that (a) buildings are manned by custodial staff and do not require additional duty hours by such staff; (b) such use does not interfere with or impair the educational program in any way; (c) use has not already been granted under statute or District regulations; (d) the principal has been notified at least two (2) days in advance of the time and place of such meeting; (e) it
 - b. is understood that in cases of emergency the principal may waive the two (2) day notice.
 - b. If the use of said school building(s) by the Association results in any expense to the District, the Association shall reimburse the District for

ASSOCIATION OBLIGATIONS AND RIGHTS
Continued

such expense.

c. The Association shall leave any premises it uses in suitable condition for the next day.

d. The Association has obtained permission from the appropriate administrator subject to the use of facilities regulations of the District.

4. The Association shall have the right to use the following District equipment subject to the approval of the appropriate administrator: computers, typewriters, and copiers for Association purposes. It is understood that the Association shall use its own supplies and pay for any damage incurred to the equipment.

5. Representatives of the Association shall not interfere with or interrupt employees during the normal school day, at times when employees are performing their duties or any time when employees are in a paid status. Such prohibitions shall not include the lunch period.

6. A representative of the Association shall have the right to inspect during working hours of the District Administration any public documents, provided that such right does not interfere with that representative's job responsibilities. Under these same restrictions, a representative shall have the right to copy any public document provided that the cost of such reproduction is paid at the time of such copy.

7. The District shall furnish the Association a scattergram or J-90 of employees by May 15th of each school year or as requested.

8. The District shall provide the Association, at no charge, a copy of the certificated directory when such directory is completed and made available to the certificated staff.

9. The District shall supply the Association with a list of the names and addresses of all new teachers, upon request, prior to the start of the fall semester.

ASSOCIATION OBLIGATIONS AND RIGHTS
Continued

10. Within 30 days of Governing Board ratification of this agreement, the District will prepare and deliver to the Association sufficient copies to provide one to each member of the Association.

ARTICLE IV

CONSULTATION RIGHTS

- A. It is recognized that the Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law. If the Association desires to exercise this right to consult on the above-mentioned areas, it will do so by requesting a meeting with the Superintendent to discuss those issues. The Superintendent or designees will schedule a meeting with a committee of six (6) teachers designated by the Association within a reasonable amount of time, which shall be at a time when the certificated employees do not have classroom responsibilities unless mutually agreed otherwise.
- B. The purpose of such meeting shall be to ascertain the views of the Association regarding those issues subject to this consultation process.
- C. Once the Superintendent or designee has received the views of the committee at such a meeting, the District has met the requirements of consultation specified in Government Code 3543.2. Nothing in this consultation process shall be deemed to make the above-mentioned specific issues subject to the meet and negotiate process.

ARTICLE V

HOURS OF EMPLOYMENT

- A. All employees covered by this contract shall report for regularly assigned duties unless formally excused. Any such employee failing to comply with the provision of this section shall be deemed to have refused employment.
- B. The time of arrival shall be not less than twenty (20) minutes before school begins.
- C. Each employee shall be entitled to a thirty (30) minute duty free lunch period or duty free school scheduled lunch period, whichever is longer.
- D. The time of departure shall be not less than twenty (20) minutes after school is dismissed.
- E. The principal or immediate supervisor shall have the authority to excuse employees earlier than the time states; however, such authority is at the discretion of the administrator and shall not serve as precedent for any like request. Each request for an early dismissal shall be individually considered by the administrator.
- F. 1. Middle School teachers will have a preparation period scheduled the length of one (1) class period as a part of the regular school day. Teachers may be called upon during the preparation period to assist and provide coverage for emergency situations in which no substitute is available. Such coverage shall be on a rotational seniority basis with the least senior teacher being called on first for coverage when no substitute is available, under the direction of the principal. The least senior teacher would provide coverage for the first incident; the next senior teacher would provide coverage for the second incident until all teachers with that preparation period had provided coverage; then the rotational cycle would begin again with the least senior person.

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2. Transitional Kindergarten through third grade teachers will have preparation time equal to an average of seventy (70) minutes per week per teacher during the school year. Fourth through fifth grade teachers will have preparation time equal to an average of one hundred and five (105) minutes per week per teacher during the school year. Prep time shall be scheduled in increments of no less than twenty (20) minutes.

3. During preparation time staff shall remain on campus and available unless excused by administrator.

G. All employees covered by this contract are required to participate in activities beyond the regular workday.

1. Activities include:

a. Site scheduled staff, grade level(s), and department meetings. The principal may schedule no more than two general staff meetings per month. No more than two additional meetings per month may be scheduled to address grade level and/or department specific issues.

b. Professional Responsibilities

Examples of these responsibilities include:

- Back-to-School Night
- Open House
- Parent/Student Conferences
- IEP/SST/504 Meetings
- Site Committee Meetings
- District Meetings
- Student Supervision (bus duty, yard duty, after-school functions including athletic activities and school dances)

- *School-day supervision shall be distributed among all bargaining unit members serving the site.*

c. Emergency situations as determined by the principal in which faculty attendance or supervision is necessary for health, safety, or welfare of students;

2. a. By September 15th the Principal shall provide the staff with a list of school initiated student activities per calendar day for the school year. After school student activities include student athletics, musicals, plays, concerts, performances, shows, and school-sponsored dances.

b. Staff members will then be required to sign-up for these published student activities. The order of staff sign-up will be based upon District-wide seniority, with the most senior staff member signing up first. Each staff member is limited to a maximum of three (3) activities.

H. The District agrees that, except in case of an emergency, any school-wide faculty meetings will be scheduled at least twenty-four (24) hours in advance.

I. The Association President may make recommendations and may provide input to the Superintendent regarding in-service training.

J. Each school year, release days shall be provided per school site for the purpose of conducting IEP meetings. If a school has thirty or more students combined between RSP and SDC/FSP, or if a school has two SDC/FSP classes, the school will be allocated seven release days. If a school has twenty-five or less students in RSP and/or SDC/FSP, the school will be allocated five release days. All other schools will be allocated six release days. No more than three release days may be used per trimester. A maximum of two substitute teachers will be allocated per release day. The schedule will be mutually agreed upon amongst Student Services personnel and site administration.

ARTICLE VI
SCHOOL WORKYEAR

A. The regular full-time schedule for each school year shall be as follows:

<u>REGULAR</u>		<u>PSYCHOLOGISTS</u>	
2	Preschool days	5	Preschool days
1	Post-Service day	4	Post-Service days
3	Staff Development Days	180	Regular work days
180	Teaching days	3	Days to be determined with prior approval
186	Total work days	192	Total work days

ARTICLE VII**CLASS SIZE**

A. The District shall take steps to maintain average class sizes as follows:

TK – 3	30	
4 – 5	32	
6 – 8	32	
P.E.	45	(Middle School)

B. Because of their unique characteristics, instrumental music and chorus are excluded from the class size averages.

C. It is recognized that certain specialty programs at middle schools will require class size limitations due to safety, facility limitations, and curriculum needs.

D. It is recognized that unusual and unforeseeable situations sometimes arise which make it impossible to maintain the above stated averages in the District classrooms.

E. In no case will unusually large classes (those exceeding 34) be maintained for more than four (4) weeks after the opening of school.

F. The District shall attempt to keep all classes within the stated averages. The parties understand that budgetary constraints and availability of classrooms are all primary factors that affect placement of students in classes.

G. Management will work towards maintaining heterogeneously balanced classes. Heterogeneous classes are evenly balanced in relation to boys/girls, academic abilities, differences in behavior and special needs students (including students with active IEPs or EL students).

Exceptions may exist at particular school sites as a result of collaborative efforts/or special programs designed to address the unique needs of students and staff.

CLASS SIZE
Continued

H. The staffing ratio for Speech and Language Pathologists will be 55:1 full-time SLP based on January/February caseloads plus 10% for growth.

Guidelines for equitable workloads will be established using such factors as, but not limited to:

- Individual caseloads at a maximum of 60 students per full-time Speech/Language Pathologist
- Number of sites
- Geographic area to be covered
- Travel time required
- Type and severity of disabling condition
- Type and amount of assessment and intervention

I. Any fourth through fifth grade class at an elementary site that has 30 or more full-time students and two or more S.D.C. students are mainstreamed into that class during the same interval of time, an instructional aide will accompany the students during their period of time in the general education classroom. Whenever possible, the instructional aides assigned to the S.D.C. class will accompany the students. If the classroom S.D.C. aides are unavailable, then all efforts will be made to provide additional instructional aide time during the specified time the S.D.C. students are mainstreamed into the general education class.

J. Every effort will be made to maintain reasonable class sizes in Special Day Class Programs. Sufficient level of staff support will be made available to those classes with an unusually high number of students.

ARTICLE VIII
EVALUATION PROCEDURE

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

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

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

- (1) The progress of pupils toward established District standards of expected pupil achievement.
- (2) The instructional techniques and strategies used by the employee.
- (3) The employee's adherence to curricular objectives.
- (4) The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.
- (5) Performance of other duties and responsibilities.

C. The District shall establish and define job responsibilities for those certificated non-instructional personnel whose responsibilities cannot be evaluated appropriately under the provisions of Section B and shall evaluate and assess the competency of such non-instructional certificated educators as it reasonably relates to the fulfillment of those responsibilities.

D. The evaluation and assessment of certificated educator competence pursuant to this article shall not include the use of publishers' norms established by standardized tests.

PROCESS FOR PHASE I PROBATIONARY AND TEMPORARY EDUCATORS

E. Supervisors will complete a Summative Evaluation (F-4) each year for all Phase 1 temporary and probationary educators. The evaluation will include at least one (1) formal observation cycle in addition to other evidence of performance.

(1) The educator and supervisor will complete an evaluation agreement (F-1).

(2) The evaluation agreement shall be based on the California Standards for Teaching Profession and the following:

a. Instructional goals and/or objectives.

b. Personal and professional development goals and/or objectives.

c. Standards for classroom control and learning environments.

d. Other duties and responsibilities.

(3) The formal observation cycle will consist of a Formative Observation pre and post (F-2) completed by the educator and a Formative Observation (F-3) completed by the supervisor.

PROCESS FOR PHASE II AND III PERMANENT EDUCATORS

PROFICIENT RATING

F. (1) Phase II (3-10 years) Permanent educators with an overall rating of "Proficient" will be evaluated every other year by their immediate supervisor. Educator and supervisor will complete an evaluation agreement (F-1). Supervisor will complete a Summative Evaluation (F-4). Formative_observations and conferences will be conducted as needed (F-2, F-3).

Phase III (11+ year) educators with a rating of "Proficient", will be evaluated every fifth year by their immediate supervisor. Educator and supervisor will complete an evaluation agreement (F-1). Supervisor will complete a Summative Evaluation (F-4). Formative observations and conferences will be conducted as needed (F-2, F-3).

- (2) Temporary educators who have completed two or more consecutive years with an overall rating of "Proficient" shall follow language as described in evaluation procedure letter F-1 for permanent educators.

PROGRESSING TOWARD STANDARDS

- G. Permanent educators with an overall rating of "Progressing Toward Standards" will participate in an Action Plan the following year. The Action Plan will be developed prior to the end of the school year to address the elements of concern noted on the previous evaluation.

An educator may request an additional formal observation by a different administrative evaluator approved by the Superintendent or designee. If at the end of the following year, the educator has not achieved a "Proficient" rating on the Action Plan, the result will be a "Progress Not Evident" rating and a referral to Section I of the Article.

CRITERIA FOR OVERALL RATING OF "PROGRESSING TOWARD STANDARDS"

Phase I Probationary Educators

Six or more elements marked "Progressing Toward Standards"

or

Two or more elements marked "Progress Not Evident"

or

Five or more elements marked "Progressing Toward Standards" and one element marked "Progress Not Evident"

Phase II and III Permanent Educators

Four or more elements marked "Progressing Toward Standards"

or

Two or more elements marked "Progress Not Evident"

or

Three or more elements marked "Progressing Toward Standards" and one element marked "Progress Not Evident".

ACTION PLAN FOR "PROGRESSING TOWARD STANDARDS"

The supervisor and educator, shall mutually agree upon activities, objectives, plans, etc., that focus on improvement of all elements of concern. This may include: college classes, workshops, in-service opportunities, release time, assistance and/or visitations and observations of other teachers, peer coaching, professional reading, etc. Implementation of the agreed upon plans shall be at the expense of the District.

H. In addition to the action plan, the procedures below will be followed:

(1) The Action Plan shall be based on the California Standards for the Teaching Profession and the following:

- a. Instructional goals and/or objectives.
- b. Personal and professional development goals and/or objectives.
- c. Standards for classroom control and learning environments.
- d. Other duties and responsibilities.

(2) In the event of a disagreement, the parties shall attempt to agree upon an administrator who shall attempt to get the parties to resolve their disagreement or, if unsuccessful at that, to impose a pre-evaluation agreement upon the parties. In the event the parties fail to agree upon an administrator to assist in resolving the disagreement, the Superintendent shall be the agreed upon administrator.

PROGRESS NOT EVIDENT RATING

I. Permanent employees with the year overall rating of "Progress not Evident" will receive a full evaluation the next year (F-4). An action plan will be developed prior to the end of the school year to address elements of concern noted on the previous evaluation. Immediate supervisor will conduct a minimum of three (3) formative observations prior to March 1st (F-2, F-3).

An educator may request an additional formal observation by a different administrative evaluator approved by the Superintendent or designee. If the employee receives another "Progress Not Evident" summative evaluation the following year, the District may move for dismissal.

CRITERIA FOR OVERALL RATING OF "PROGRESS NOT EVIDENT"

Phase I, II and III

At least three elements marked as "Progress Not Evident"

ACTION PLAN FOR "PROGRESS NOT EVIDENT"

The supervisor and educator shall mutually agree upon activities, objectives, plans, etc., that focus on improvement of all elements of concern. This may include: college classes, workshops, in-service opportunities, release time, assistance and/or visitations and observations of other teachers, peer coaching, professional reading, etc. Implementation of the agreed upon plans shall be at the expense of the District.

J. In addition to the evaluation and action plan, the procedures below will be followed:

(1) The evaluation and action plan shall be based on the California Standards for the Teaching Profession and the following:

- a. Instructional goals and/or objectives.
- b. Personal and professional development goals and/or objectives.
- c. Standards for classroom control and learning environments.
- d. Other duties and responsibilities.

(2) In the event of a disagreement, the parties shall attempt to agree upon an administrator who shall attempt to get the parties to resolve their disagreement or, if unsuccessful at that, to impose a pre-evaluation agreement upon the parties. In the event the parties fail to agree upon an administrator to assist in resolving the disagreement, the Superintendent shall be the agreed upon administrator.

K. When a supervisor determines through documented evidence, conversations and assistance that has been shared with all parties involved that an educator not in an evaluation year is in need of specific professional assistance, an Assistance Phase Plan (F-5) may be developed to address the identified areas of need. Educators receiving an overall rating of Progress Not Evident upon completion of the Assistance Plan will move to Letter I, Progress Not Evident, section of this Article.

L. All formative observations (F-3) will be followed by a conference and written summary within eight (8) days of the observation. At the educator's option, at least one (1) formative observation may be preplanned.

M. Any educator may request an additional observation (F-3).

N. (1) Summative Evaluation (F-4) shall be written and a copy shall be transmitted to the employee not later than thirty (30) days before the last school day scheduled on the school calendar for the school year in which the evaluation takes place.

(2) The educator shall have the right to respond in writing to the evaluation.

(3) Such response shall be attached to the evaluation and placed in the educator's personnel file.

(4) Before the last school day scheduled on the school calendar, a meeting shall be held between the educator and supervisor to discuss the evaluation.

(5) Educators shall have the right to have another District certificated educator present during an observation and/or an evaluation conference.

O. (1) The evaluation and written observation reports shall include recommendations, if necessary, as to areas of improvement in the performance of the educator.

(2) In the event an educator is not performing his or her duties in a satisfactory manner according to the standards prescribed by the District, the District shall notify the educator in writing of such fact and describe such unsatisfactory performance.

(3) The supervisor shall confer with the educator and make specific

EVALUATION PROCEDURE
Continued

recommendations as to areas of improvement in the educator's performance. The District shall provide assistance to enable the educator to improve in the recommended areas.

P. The District will consult with the Association on the forms to be used for the evaluation.

ARTICLE IX

TRANSFER/REASSIGNMENT PROCEDURE

- A. A transfer is defined as a change in assignment of an employee from one job site to another, which does not involve a change in classification or job title. A reassignment is defined as a change of assignment within the current worksite.
- B. Transfers fall into three categories:
1. Involuntary transfers that are initiated by the District
 2. Transfers that are initiated at the request of the member on a voluntary basis
 3. Reduction in staff
- C. Job site is the location where the employee is normally assigned and performs his/her duties, or the location from which employees perform duties throughout the District.
- D. The District shall consider and determine the following in making transfers:
- The experience and recent training of the employee
 - Seniority
 - Quality of service to the District
 - The operational and educational needs of the District
- E. Voluntary Transfers - Initiated at the request of an employee
1. An employee may request a voluntary transfer to be made at the beginning of the following school year. Such requests will be made prior to August 1.
 2. Applicants will submit a letter to the Personnel Office requesting a transfer. Such requests will be acknowledged in writing.

TRANSFER/REASSIGNMENT PROCEDURE
Continued

3. If an employee requests that his/her application for transfer be kept confidential, he/she shall first discuss the matter with the Assistant Superintendent or Director of Personnel.

F. Involuntary Transfers - Initiated by the District

1. When involuntary transfers occur, the District shall notify the employee in writing by certified mail or school mail with return receipt five (5) days in advance, except in the case of emergency, of those factors which determined his/her transfer.
2. The employee shall be given five (5) days after receipt of his/her notification within which to request a review of the transfer and to submit a rebuttal in writing. In the event of the above emergency situations, the transfer may take place before the five (5) days for review expire.

G. Transfers created by the reduction in staff due to decreased enrollment:

1. When a reduction in certificated staff at a school site is due to decreased student enrollment, staff members at those sites shall be accorded first priority for filling any new or vacant positions in the district excluding new school openings or I.B. programs. Displacement of staff members from a site shall be by district seniority.

Staff members shall designate their top three (3) choices from open positions. Staff members shall be assigned their top choice when not in conflict with another staff member having greater district seniority. When two (2) or more staff members express interest in the same position, that position shall be given to the staff member with the greatest district seniority.

When a new opening occurs at the site from which the staff member was displaced, that staff member may return to the school site if the opening occurs not later than the last instructional day of the school year. If two (2) or more staff members express interest in returning to their original school site, the option shall be given to the staff member with the greatest district seniority.

TRANSFER/REASSIGNMENT PROCEDURE
Continued

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2 H. When a reassignment becomes necessary, an administrator will actively seek
3 volunteers within the school site through general announcement. If there is no
4 volunteer who meets the needs of the position as determined by the administrator,
5 the administrator will meet with employees who are being considered for
6 reassignment before making the final decision and meeting with the employee to
7 be reassigned to articulate the reasons for reassignment.

8
9 I. Prior to the end of a school year, employees shall be notified in writing of their
10 teaching assignments and work locations for the coming year.

11
12 J. Employees who are transferred during the school year shall be allowed no more
13 than three (3) days of released time for preparation prior to the effective date of the
14 transfer.

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16 1. The District shall move all school-related materials of any transferred
17 employee.

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19 2. Employees who change classrooms during the school year shall be allowed
20 no more than three (3) days of released time for preparation prior to the
21 effective date of the change.

22
23 3. Employees who change grade assignment during the school year shall be
24 allowed no more than two (2) days of released time for preparation prior to
25 the effective date of the change.

26
27 K. A vacancy occurs when there is a resignation, retirement, or new opening in the
28 District.

29
30 1. All employees shall receive written notice regarding any openings at their
31 job site for the following school year. Any permanent/probationary
32 employee at the job site where the vacancy occurs may apply for the
33 position. Criteria outlined in Paragraph D shall apply. The District will make

TRANSFER/REASSIGNMENT PROCEDURE
Continued

the decision.

2. If the open position(s) is not filled at the school site within three (3) working days, it must be posted at all schools for five (5) working days prior to being filled. Site level applicants missing the three-day deadline will interview for positions with other District applicants. Outside applicants may be considered for open positions upon completion of a five (5) day posting and interview of any interested permanent/probationary employee.
3. An interview of all in-District applicants will be conducted by a panel consisting (when possible) of, but not limited to, a site administrator and two (2) teachers. The committee will make a recommendation. The final decision to be made by the District. (Criteria in "D" shall apply.)
4. Employees not selected are entitled to a conference with the site administrator regarding their interview.
5. Any openings occurring after the close of the school year in June, prior to August 1st, will be advertised by mail to school site employees of the school where there is an opening, then to all applicants for transfer (who have not been reassigned).
6. Vacancies occurring after August 1st through the current school year shall be filled at the discretion of the District. After the opening of the school year, a probationary/permanent employee working less than full-time may be considered for any increase in assignment available in the District.

ARTICLE X

LEAVE: ASSOCIATION

- A. The Association shall be given twenty (20) release days per year to be used for the purposes of preparation or discussion concerning modification of the contract or for the purpose of fulfilling Association duties. During this release time, any bargaining unit member released will retain all rights and benefits as if in regular work status. This release time in no way limits the Association's/President's right to use other release time allowed under this contract, by statute or administrative ruling.

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ARTICLE XI

LEAVE: BEREAVEMENT

- A. Employees are entitled to a leave of absence not to exceed three (3) days, or five (5) days if travel required is beyond 250 miles one way, on account of a death of any member of their immediate family.
- B. Employees will be entitled to five (5) days of leave of absence if family member is the spouse or child of the employee.
- C. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this contract. Except as provided under Section E of this Article.
- D. Members of the immediate family, as used in this contract, means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the employee, or any relative or person maintaining a bona fide family relationship living in the immediate household of the employee.
- E. If an employee has no sick leave, they may be granted upon request up to five (5) days extended bereavement leave for which the rate for the substitute is deducted from pay.

ARTICLE XII

LEAVE: DISTRICT LIABILITY

- A. Both the Board and the District shall be free from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee of the District employed in a position requiring certification qualifications when the death or injury occurs while the employee is on any leave of absence.

ARTICLE XIII

LEAVE: INDUSTRIAL ACCIDENT OR ILLNESS

- A. Industrial Accident or Illness Leave is granted to employees who have had an accident or illness arising out of and in the course of their employment with the District. All probationary and permanent certificated employees shall be entitled (in any one (1) fiscal year for the same accident or illness) to sixty (60) days of Industrial Accident or Illness Leave during which the schools of the District are required to be in session or when the employees would otherwise have been performing work for the District. Such Industrial Accident or Illness Leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award. (Part-time employees assigned to a full time position are not eligible.)
- B. Allowable leave shall not be accumulative from year to year, except when an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year. The employee shall then be entitled to only that amount of unused leave due him/her for the same illness or injury.
- C. During any paid industrial leave of absence, Temporary Total Disability checks will be sent directly to the employee. The District must make adjustment on payroll by reducing employee's regular check by the full amount of said benefit check(s). The District will notify the County Office that the adjustment is for Workers' Compensation and that the retirement contribution from the employee must be adjusted to an amount equal to the full amount of pay before the compensation benefit reduction. Workers' Compensation benefits are not taxable or subject to FICA, but the employee is entitled to full STRS retirement credit.
- D. If an employee returns to work during the period for which he/she has received a benefit check, the District is informed of the overpayment by Claims Management. Once the overpayment has been returned to Claims Management, the District refunds the reduction in salary to the employee.

LEAVE – INDUSTRIAL ACCIDENT OR ILLNESS
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- E. Any employee receiving benefits from an Industrial Accident or Illness Leave shall, during periods of injury or illness, remain within the State of California, unless the District authorizes travel outside the state.
- F. The Industrial Accident or Illness Leave of Absence is to be in lieu of entitlement acquired under "Sick Leave." An employee's absence shall be deemed to have commenced on the date of termination of the Industrial Accident or Illness Leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much accumulated sick leave which, when added to the temporary disability indemnity, will result in a payment of not more than his/her full salary.
- G. Industrial Accident or Illness Leave for each occurrence shall cease when temporary disability benefits under workers' compensation laws of the State of California are discontinued for the applicable industrial accident or illness.
- H. An employee who is eligible for re-employment and has been medically released for return to duty, but fails to accept an appropriate assignment, shall be terminated or placed on a health leave of absence.
- I. When available leaves of absence have been exhausted and the employee is not medically able to assume the duties of his/her position, he/she may be terminated. An employee shall be eligible for re-employment upon submission of a physician's statement that he/she is able to assume his/her duties.

ARTICLE XIV

LEAVE: JURY DUTY

- A. An employee shall be paid his/her regular salary for absence caused by service as a juror. The employee may keep the mileage allowance, but all fees shall be given to the District.
- B. An employee shall be granted up to two (2) days per year to be a witness under a court order which the employee did not initiate. Procedures for use of this leave shall be the same as for "A" above.

ARTICLE XV

LEAVE: LEAVE OF ABSENCE

- A. A Leave of Absence may be granted a probationary or permanent employee.
- B. A Leave of Absence is an extended absence from duty for a prescribed period of time specifically authorized by the District, not to exceed twelve (12) months; however, a one (1) year extension may be granted, at the discretion of the Board of Education. Such leaves are normally granted for reasons of health or academic advancement.
- C. A written request for a Leave of Absence shall be submitted to the employee's principal, and then to the Superintendent. The request must specifically state the reason for the request and its duration. The Superintendent will present a recommendation for approval or disapproval to the Board. Time spent on a leave of absence without pay shall not count toward salary step advancement.
- D. Employees given Leaves of Absence for an academic year shall give the District written notice on or before March 1 of their intention to return. Failure to notify the District shall constitute a resignation on the part of the employee; such resignation may be accepted by the Board at any time within twenty (20) days after the due date of the required notification by the employee. At least ten (10) days prior to March 1, the Superintendent will remind the employee of the obligation by certified letter.
- E. A request for a leave based upon a reason not specified in this article will be considered by the Superintendent and the Board, from the standpoint of value to the District, urgency of the request, and the employment record of the employee making the request.
- F. An application for Leave of Absence for reasons of personal health must be

LEAVE – LEAVE OF ABSENCE
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supported by the written recommendation of a licensed physician and before
reinstatement, a statement must be furnished from the physician indicating that
returning employee is capable of performing all assigned duties.

ARTICLE XVI

LEAVE: LEGISLATIVE

- A. Employees who are elected to the State Legislature shall be granted a leave of absence. The leave of absence shall not affect their classification.
- B. Such employees have the right within six (6) months after their term of office expires to return to the position held at the time of their election and at a salary they would have been entitled to had they not been elected to the Legislature.

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ARTICLE XVII

LEAVE: PERSONAL BUSINESS

A. Permission to be absent without pay may be granted for urgent personal reasons for a maximum of six (6) days in any school year. Personal business leaves are not granted to extend a vacation period or to provide additional days off immediately preceding or following a holiday. Personal business leave may be granted for the following reasons:

1. Unavoidable transportation delay, immediate telephone notification required, in lieu of prior notification
2. Marriage
3. Attendance at graduation ceremonies involving a member of the immediate family
4. Participation in college graduation ceremonies
5. Attendance as officer or delegate at religious, civic, or fraternal convention
6. Funeral attendance
7. Emergency child-care problems, immediate telephone notification required, in lieu of prior notification
8. Religious holiday
9. Attendance at wedding
10. Taking examination

LEAVE – PERSONAL BUSINESS
Continued

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11. Other reasons determined by the immediate supervisor or principal to be appropriate and approved by the Superintendent. Such approval to be at the discretion of the Superintendent.

B. The employee shall submit a completed personal business leave report form to the school principal or immediate supervisor at least three (3) working days prior to requesting the leave. The principal or immediate supervisor will verify the request for the leave and will make the appropriate recommendation on the leave form before forwarding it to the District Office for a determination. In any instance in which an employee has utilized sub-sections 1 or 7 of this article, the employee shall complete the personal business leave form within three (3) days of returning to work.

ARTICLE XVIII

LEAVE: PERSONAL NECESSITY AND COMPELLING PERSONAL IMPORTANCE

- A. Sick leave may be used by the employee, upon prior approval in cases of personal necessity. The following are incidents in which Personal Necessity Leave may be used.
1. Death of a member of the employee's or spouse's immediate family
 2. Accident involving the employee's person or property, or the person or property of a member of their immediate family
 3. Serious or critical illness of a member of the immediate family
- B. Employee may use one day per year for the purpose of funeral attendance outside the family definition.
- C. A maximum of seven (7) days of accumulated sick leave may be used in any school year for required appearances in court as a litigant.
- D. The employee shall submit a completed Request For Leave Form to the school principal or immediate supervisor no less than three (3) working days prior to requesting leave. The principal or immediate supervisor will verify the request for Personal Necessity Leave and will make the appropriate recommendation on the leave form before forwarding it to the District Office. The employee shall not be required to secure permission for leave taken pursuant to subsection A.1, A.2, or A.3 above or Compelling Personal Importance Leave below; however, the employee must submit a completed absence form to the principal or immediate supervisor within three (3) days after return to duty. In situations where absence is due to subpoena or an official order, the employee must provide evidence from a certified clerk or authorized officer of a court or other governmental jurisdiction.

LEAVE – PERSONAL NECESSITY AND COMPELLING PERSONAL IMPORTANCE
Continued

Other authorization may be required as deemed necessary by the District.

- E. Compelling Personal Importance (CPI) Leave, not to exceed five (5) days per school year, may be used by the employee. Compelling Personal Importance Leave used shall be deducted from the employee's accrued sick leave.

Such leave shall not be used during state mandated testing periods. In addition, no more than three (3) CPI days may be used consecutively.

Such leave shall not be used for any of the following purposes:

1. Engaging in other employment
2. Work stoppage or strike
3. Any illegal activity
4. To extend any of the following school recess periods: Thanksgiving, Christmas and Easter.
5. CPI days may not be used during the first five (5) contract days and the last five (5) contract days except to attend a graduation ceremony. Staff may use one (1) CPI day to attend a middle school, high school, or college graduation ceremony for their child or grandchild. The graduation must be from an accredited institution. Staff may use up to three (3) days CPI if travel is required beyond 150 miles one way. The District reserves the right to request evidence of attendance at the graduation ceremony.

ARTICLE XIX-A

LEAVE: FAMILY AND MEDICAL LEAVE

Employees who have completed one year of full-time service in probationary or permanent status during the previous one year period and are currently employed full time by the District have the right to request an unpaid leave of absence for up to 12 work weeks within a 12-month period for the purpose of caring for a new baby, a newly adopted baby, or a newly placed foster child or for a child, spouse, parent, or employee with a serious health condition.

Health insurance coverage to the level of the benefit cap shall be maintained and paid for by the District for the duration of the leave not to exceed 12 work weeks in a 12-month period. The District may recover the premium paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee.

There is no carry-over of unused leave; Family Care Leave does not accumulate from year to year.

"Parent" means a biological, foster or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

"Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee standing in loco parentis who is either under 18 years of age or is an adult dependent child who is incapable of self-care because of a mental or physical disability.

If both parents of a child who are entitled to Family Care Leave under the first paragraph of this article are employees of the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents Family Care Leave totaling more than a combined total of twelve work weeks in a twelve-month period specified in the first paragraph of this article.

The employee shall provide reasonable advance notice to the District of the need for Family Care Leave, the date the leave will commence, and the estimated

LEAVE – FAMILY MEDICAL LEAVE
Continued

1 duration of the leave. If the need for a leave becomes known more than thirty (30) days
2 prior to the date a leave is to begin, the employee must provide at least thirty (30) days
3 written advance notice.

4
5 If verification is required by the District to verify the serious illness of the child, spouse,
6 parent, or employee, the District may accept medical verification by the treating health
7 professional.

8
9 Seniority protection - This leave does not constitute a break in service for seniority under
10 any collective bargaining agreement or employee benefit plan.

11
12 Family Care is an unpaid leave of absence unless an employee elects to use accrued
13 vacation or other appropriate paid leave. When available paid leave is exhausted, the
14 balance of the family leave, if any, is unpaid.

15
16 Employees who do not qualify for the Family Leave Act may be eligible for other leave
17 provisions provided by the contract. Pregnancy and Maternity Leave is in addition to
18 provisions of the Family and Medical Leave Act. (Refer to Article XIX - B, Leave:
19 Pregnancy and Maternity.)

20
21 Upon return from an FMLA leave, an employee is entitled to return to the same position
22 or to an equivalent position with equivalent benefits, pay, and other terms and conditions
23 of employment, including the same work site (if available). However, the employee has
24 no right to return to the same position if it is no longer available. The determination of
25 whether a position is equivalent shall be based on established school board policies and
26 collective bargaining agreements.

ARTICLE XIX-B

LEAVE: PREGNANCY AND MATERNITY

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 therefrom.

1. The employee's allowable sick leave may be used for such leave.
2. The duration of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. The employee shall notify the District Superintendent of the projected date on which the leave is expected to commence and the probable date on which such leave will terminate. Such notice to be given not later than thirty (30) days prior to the expected commencement date.
3. The employer may request at any time that the employee provide a written statement from her physician attesting to the actual duration of the employee's physical incapacity.
4. At the employee's request, and with the approval of the Superintendent, an employee may be granted a maternity leave without pay following or in lieu of the pregnancy leave.

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ARTICLE XX

LEAVE: REQUESTED ABSENCE FROM ASSIGNED DUTIES

- A. When a circumstance occurs in which an employee requests permission to miss service days in order to attend an activity which is of professional interest to that individual and offers to pay all trip expenses involved, or when an employee requests permission to miss service days based upon a personal problem to that individual, the Superintendent is then charged with the responsibility of either granting or refusing authorization in each circumstance. Such request shall be made to the Superintendent at least three (3) days prior to the date the individual requests to be absent from the assigned duties. Further, it is the responsibility of the Superintendent, if authorization is granted, to consider each request individually and without precedent to any other like request and render decisions as to substitute pay responsibility, sick leave deduction, and travel expense with reference to District responsibility in the matter.
- B. Should an employee have an emergency which requires the possible application of this section without the opportunity of providing the advance request required, the employee should immediately advise the appropriate principal or immediate supervisor of that need. Such an action does not automatically signify that the absence will be approved. Within three (3) days of returning the employee must discuss the absence with the Superintendent who will then determine the appropriate financial decision as if the information had been submitted in advance.
- C. The Superintendent is to have complete authority in all such matters of this nature and his/her decisions are final so far as the District is concerned and are not appealable either to the Board of Education or through the grievance procedure.

ARTICLE XXI

LEAVE: SABBATICALA. Objectives

Sabbatical leave should be mutually advantageous to the employee and the District and is considered an investment in the employee's future value to the students, teachers, and administrators of the District. It may be granted for a period of one (1) year for study, research-travel and work experience.

B. Eligibility

The Board approves sabbatical leave not to exceed one (1) year for employees who have rendered satisfactory service to the District for at least seven (7) consecutive years, all of which shall have been served as a full time employee in the District. Sabbatical leaves granted in any one (1) year shall not exceed one percent (1%) of the professional staff. Seven (7) years must intervene successful sabbatical leaves.

C. Distribution

Prior to each school year, there shall be an annual review of this section of the sabbatical policy. However, the review shall be confined to determining the financial feasibility and educational benefits. The sabbatical leave program shall operate according to established administrative regulations and in keeping with budgetary limitations. This review shall be conducted by the Sabbatical Leave Committee and the Superintendent.

D. Sabbatical Year Defined

For the purpose of sabbatical leave, the school year during which the experience must occur is hereby defined as the period beginning July 1 and ending June 30 of the following year.

E. Sabbatical Leaves for Study

1. An employee shall complete at least 24 units of semester college and/or graduate credit courses during a sabbatical year. At least 12 units or equivalent shall be completed during each semester or quarter while on leave. This

unit requirement may be met by study in a foreign country in an accredited institution. An employee shall have stated purpose and goal for taking college work so that it would be mutually beneficial to the individual and the District (i.e., work toward an advanced degree, academic study in depth in a subject matter in which he/she is teaching, or research projects directly related to the school or District). Work toward a credential is a personal obligation for self-advancement and may not mutually benefit the District and should not, in itself, be grounds for a sabbatical. This does not rule out the possibility of a person obtaining an advanced credential while completing the objectives of the sabbatical. Courses shall be subject to approval of the Sabbatical Leave Committee and Superintendent. Upon completion of the leave, and within sixty (60) days of the employee's return to duty, a written report on findings and conclusions along with transcripts usable for reinforcement of teaching in the subject area shall be submitted for evaluation by the Sabbatical Leave Committee and the Superintendent. It will then be forwarded to the Board.

2. Leave for study shall be given priority.

F. Sabbatical Leave for Research-Travel

1. Employees on sabbatical leave for research-travel shall remain in this status at least four (4) months for each semester of leave granted. This application for leave shall include, in general terms, an outline of the proposed research and an itinerary of the proposed travel.
2. The name research-travel is used since the primary purpose of this sabbatical project is research of a nature which must be supplemented with travel. The research must have a direct contribution to the employee's field and classroom activity. Sabbatical leave for research-travel must clearly show reinforcement of knowledge in the subject area through contact with the people, culture, economy, government, and geography of the countries visited. This may be done by the employee by identifying a problem and

defining it to the point where he/she is able to offer evidence that travel and interaction with people during this research-travel leave will contribute to the solution of the problem.

The research should be supplemented by films of industrial areas, art centers, art objects, etc. Upon completion of the leave, and within sixty (60) days of the employee's return to duty, a written report on findings and conclusions usable for reinforcement of teaching in the subject area shall be submitted for evaluation by the Sabbatical Leave Committee and forwarded to the Superintendent and Board. The employee shall be required to submit a copy, and copying rights for internal district use, of entire sabbatical report. The report should set forth the employee's reactions to the experience and include a statement of the benefits received from it. The Superintendent may, for good cause, authorize an extension of time for the report, not to exceed one (1) semester for the purpose of completing the necessary requirements. A description of the trip alone will not satisfy the report requirement.

G. Sabbatical Leave for Work Experience

A sabbatical leave may be granted to an employee obtaining a year's position in a field related to his/her teaching area. The relationship and objectives must be acceptable to the Sabbatical Leave Committee and the Superintendent. Upon completion of the leave and within sixty (60) days of the employee's return to duty a written report and an outline of how this experience will be incorporated in the teaching of the subject area shall be submitted for evaluation by the Sabbatical Leave Committee and the Superintendent. It will then be forwarded to the Board.

H. Application

1. Application for sabbatical leave must be submitted to the Superintendent, accompanied by a written recommendation from the principal.

LEAVE – SABBATICAL
Continued

2. Applications must include a complete outline of the proposed sabbatical program and a statement of the way in which the program will benefit the schools and pupils of the District.
3. Applications will be evaluated by the Superintendent and the Sabbatical Leave Committee in terms of benefits to the District and the employee.
4. Applications must be submitted prior to February of the school year preceding that in which the leave is desired.
5. Sabbatical leaves for less than one (1) year duration may, on rare occasions, be granted for specific, special needs of the District.
6. Applications for this leave will be reviewed by a Sabbatical Leave Committee for making recommendations and establishing priority to the Superintendent. The Superintendent will submit his/her recommendations to the Board.
7. The establishment of this policy and regulation does not void the option of the Superintendent to make recommendations or the Board to grant special sabbatical leaves in the best interest of the District.
8. Quality of projects has first priority. Other guidelines are: Consideration shall be given to applications which provide the greatest opportunities for expanding professional contacts, and, in cases of advanced study, breadth of institutional experiences. Consideration shall be given to the three (3) leaves of instruction:
 - Primary teacher (K-3)
 - Intermediate teacher (4-5)
 - Middle school teacher (6-8)

I. Compensation While on Sabbatical Leave

1. Compensation during a sabbatical leave shall be computed as fifty percent

LEAVE – SABBATICAL
Continued

(50%) of the pay the employee would have received had he/she remained in his/her regular position, but not including any payment for special assignments or extra-curricular activities. The employee shall receive the benefit of any service increment and/or salary reclassification to which he/she would have been entitled to had he/she remained in active service

2. Any compensation received by the employee which derives as a result of the sabbatical leave while on said leave shall be reported on a monthly basis to the District and shall be deducted from the salary due the employee.

3. Time spent on sabbatical leave shall be credited as regular District service in the determination of years of service for sick leave, seniority, and eligibility for fringe benefits, provided the requirements established for the sabbatical leave have been satisfactorily met.

4. The employee may elect to receive compensation following his/her return from leave, or in the same manner as if he/she was in active service. The employee who elects the first option will receive his/her compensation as follows:

a. If the leave of absence is for a period of one (1) year, the compensation will be paid in two (2) equal installments during the first two (2) years of service rendered by the employee in the District following his/her return from leave;

b. If the leave of absence is for a period of less than one (1) year, the total compensation will be paid during the first year of service rendered by the employee in the District following his/her return from leave.

5. The employee who elects to receive sabbatical leave compensation in monthly payments during his/her leave must post a bond guaranteeing service to the District for a period which is equal to twice the period of the

LEAVE – SABBATICAL
Continued

leave, following his/her return from leave.

6. Persons returning from sabbatical leave shall serve the District for a period not less than twice the length of the leave.

7. In the event the total time is not served, the employee shall refund sabbatical leave salary to the District in direct proportion.

J. Effect of Sabbatical Leave on Salary Increments and Retirement

1. An employee on sabbatical leave shall be entitled to the increment for which he/she would have been eligible had he/she not been on leave. The leave shall not interrupt the employee's progress on the salary schedule.

2. Sabbatical leave counts toward retirement and the retirement contributions shall be collected.

3. In case of injury to, or other illness of, the employee during leave which prevents his/her completing the purpose of the leave, the sabbatical leave will be terminated and all provisions for sick leave will apply. These provisions will take effect on the first day of the next pay period following notification of said illness to the Superintendent, verified by a medical doctor's report. Upon release by a medical doctor, the employee will return to regular duty for the remainder of the school year to be assigned as needed in a position at the discretion of the Superintendent. The subsequent year he/she will be reassigned as if he/she had completed the sabbatical leave.

K. Return to Position

At the expiration of a sabbatical leave, the employee who has been granted such leave will be returned to his/her field or subject area at the same rank and status but not necessarily to prior position; however, preference of assignment of the employee is a consideration.

LEAVE – SABBATICAL
Continued

L. Sabbatical Leave Committee

The Sabbatical Leave Committee shall study and evaluate applications for sabbatical leave. It shall also be the responsibility of the Sabbatical Leave Committee to evaluate the sabbatical report after the employee returns to the District. This evaluation shall be based upon fulfillment of agreement indicated in the application. The committee shall submit its recommendations to the Superintendent. The Superintendent shall forward the Committee's recommendations to the Board together with his/her own recommendation.

M. Composition of the Committee

1. Members of the Sabbatical Leave Committee shall be appointed by the Superintendent and will consist of: 1 kindergarten-primary teacher; 1 intermediate teacher; 1 intermediate school teacher; 1 member of Special Services; and 1 administrator.
2. The Association shall be invited to submit nominations for employees to be appointed to the committee.
3. Each member of the Sabbatical Leave Committee shall evaluate each application. The Committee will prepare a composite evaluation based on the individual evaluations of Committee members, for forwarding to the Superintendent.

N. Qualifications

Employees of the Committee must have attained tenure in the District. Committee members may not apply for leave during their terms of office. If a member wishes to apply for sabbatical leave, he/she must first resign from the Committee.

O. Term of Office

The term of office shall be three (3) years. The terms shall be staggered in such a way as to prevent the occurrence of more than two (2) vacancies in any one (1) year.

ARTICLE XXII

LEAVE: SICK

- A. A full time employee employed five (5) days a week is entitled to ten (10) days of sick leave during a school year; such leave is to accumulate from year to year without limit. An employee working less than full time shall be granted sick leave in the same ratio that the employment bears to full time employment.
- B. Use of current annual sick leave need not be accrued prior to taking such leave. When an employee has exhausted the accrued annual ten (10) days of earned sick leave, absences beyond that period shall be continued with pay for a period of five (5) months from the end of that accrued earned sick leave period. During the five (5) month period, the employee shall have deducted from his/her monthly salary the sum actually paid a substitute to fill the position, or if no substitute is hired, the amount which would have been paid to the substitute had one been employed.
- C. In cases of absence in excess of the extended five (5) month period, the employee shall be granted a leave of absence without pay for the remainder of the school year; however, the employee's medical and dental insurance shall be paid by the District until the end of the year.
- D. The District reserves the right to request verification of any absence including, but not limited to, a physician's statement. Employees 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.
- E. Employees on an extended contract will receive sick leave accumulation credit prorated to an eight (8) hour day.
- F. Sick leave shall be taken in morning or afternoon allotments and for this purpose the District shall employ one-half (1/2) day substitutes should such substitute be available.
- G. Any employee who does not utilize more than two (2) days sick leave during any school year shall, the following school year, be allowed an amount equivalent to the cost of a full day substitute teacher to be used for classroom or other educational purposes. The standard district purchasing procedures shall be followed.

ARTICLE XXII-B

LEAVE: DONATION OF LEAVE FOR CATASTROPHIC ILLNESS

A. Upon written request, certificated employees may donate earned sick leave to the Catastrophic Leave Bank as eligible leave credits when an employee or that employee's family member suffers from a catastrophic illness or injury. Open contribution time will annually occur in May. If the Catastrophic Leave Bank is depleted of sick leave, contributions may be donated as needed during the school year. The Personnel Office in cooperation with the Roseville Teachers' Association, with permission of the requesting employee, will make known to all certificated employees the need for donations. The donation and receipt of such credits are subject to the following conditions:

1. Catastrophic illness or injury is defined to mean an illness or injury that is expected to incapacitate an employee or a member of an employee's family for an extended period of time, which incapacity requires the employee to take time off from work to care for that family member for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave.
2. Eligible leave credits are defined to mean sick leave accrued to the donating employee. An employee cannot donate future sick leave that has not been accrued. An individual employee may not donate more than forty-five (45) sick leave days in any one school year.
3. Family member is defined to mean the employee's spouse, parents, parents-in-law, siblings, children and stepchildren, or any relative maintaining a bona fide family relationship living in the immediate household of the employee.
4. The employee who is, or whose family member is, suffering from a catastrophic illness or injury and who is requesting that eligible leave credits be donated:

- a. must submit completed form and provide medical verification to the Personnel Office. (A family member may submit form and medical verification if the employee is unable to make a written request because of the catastrophic illness or injury.)
- b. must exhaust all accrued paid leave credits.
- c. must use all leave credit that he or she continues to accrue on a monthly basis before receiving paid leave credits that are donated under this contract section.

5. The Personnel Office will refer eligible employees under the Catastrophic Leave provisions to the Catastrophic Leave Committee which will consist of four Roseville Teachers' Association members. To approve an employee's request for sick leave, there must be three affirmative votes.

6. An employee who chooses to donate eligible leave credits:

- a. must submit completed form to the Personnel Office of the intent to transfer the eligible leave credits.
- b. Acknowledges that all transfers of eligible leave credits are irrevocable and binding.
- c. must donate eligible leave credits of a minimum of one day. Additional eligible leave credits have to be donated in full-day increments.

7. Eligible credits donated into a "pool" will be distributed by the Catastrophic Leave Committee.

- a. The Catastrophic Leave Committee will determine the number of days eligible employees may receive.
- b. For eligible employees, the Catastrophic Leave Bank will supplement the District provided Income Protection Plan up to maximum of 100% of salary for one year.
- c. For eligible employees, the Catastrophic Leave Bank will provide a maximum of sick leave for one year to the extent of days available in Catastrophic Leave Bank.

1 d. The Catastrophic Leave Committee's decision to deny the
2 employee's request to receive donated leave credits is final and is not
3 subject to review or appeal under the grievance or any other
4 procedure.

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6 8. If the Catastrophic Leave Bank exhausts all available sick leave, there is no
7 obligation to provide sick leave to any eligible employees.

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9 9. If the option of the Catastrophic Leave Bank is negotiated out of the contract,
10 then the District and the Association agree to negotiate how the remaining
11 sick leave days will be utilized.

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13 10. The Association will not be held responsible for the District's determination
14 of eligibility. The District will not be held responsible for the Association's
15 distribution of sick leave days in the Catastrophic Sick Leave Bank.
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ARTICLE XXIII

LEAVE: UNAUTHORIZED

- A. Unauthorized leave is defined as non-performance of those duties and responsibilities assigned by the District Administration including all duties and responsibilities as defined by statute, rules and regulations of the District and the State Board of Education, adopted job descriptions for certificated employees, which are incorporated by reference into this contract and may not be modified during the term of this contract, and the articles of this contract.
- B. Such unauthorized leave may include but is not limited to refusal to provide service, unauthorized use of sick leave, unauthorized use of other leave benefits, non-attendance at required meetings and failure to perform required supervisory functions at school sponsored activities.
- C. An employee is deemed to be on unauthorized leave when the employee is absent from such required duties. The employee will receive a deduction of pay for the period of such absence.

ARTICLE XXIV
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by an employee that there has been a violation, misinterpretation, or misapplication, of a written provision of this Agreement.
2. A "day" is an employee duty day.
3. A "grievant" is the employee or the Association making the claim.
4. An "immediate supervisor" is the principal or supervisor having jurisdiction over the employee filing the grievance and who has the authority to resolve the grievance.
5. A "representative" is an employee or representative of the Association or legal counsel who participates in this procedure.

B. General

1. The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. An employee may present grievances to the District and have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this agreement. The District shall not agree to the adjustment or resolution of a grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given five (5) days to file a response.

GRIEVANCE PROCEDURE
Continued

3. Failure by the administration to adhere to decision deadlines constitutes the right for the grievant to appeal automatically to the next level. Failure of the employee to adhere to the submission deadlines shall mean that the employee is satisfied with the latest decision and waives any right to further appeal. However, nothing prevents the parties from extending the time limit by mutual agreement.
4. Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of the supervisor.
5. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
6. Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work day and assignments of the participants. If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness in such meeting or hearing shall be released from regular duties without loss of pay for the amount of time necessary for the hearing.
7. When a grievance has been filed by an employee, the grievant may terminate the grievance at any time by giving written notice to the District. Failure to comply with time limits, to attend scheduled meetings, to discuss or hear the grievance, or to provide requested information at the grievant's disposal relating to the grievance shall be deemed a termination of the grievance by the employee. The District shall give written notice of such termination to the employee.
8. The grievant has the right to have a representative present at any formal level. The grievant, however, must be present at each level.

GRIEVANCE PROCEDURE
Continued

9. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level shall be adhered to. The time limits

10. In the event a grievance is filed at such a time that it cannot be processed through all levels by the last day of the school year, and if left unresolved until the beginning of the following school year could result in harm to a grievant or to the District, the time limits will be reduced by agreement of the parties, so that the procedure may be exhausted as soon as practicable.

C. Non-Grievable

The following are not grievable:

1. The termination of services of or failure to reemploy any probationary employee.
2. The termination of services of or failure to reemploy any employee to a position for which extra compensation is received.
3. Any claim or complaint for which there is another procedure or forum established by law or by regulation having the force of law. Examples of other procedures or forums include, but shall not be limited to: EEOC, FEPC, Workers Compensation Appeals Board, Unemployment Compensation Commission.
4. Any matter involving employee evaluation content.

D. Procedure

1. Informal. Employees who believe there is a grievance shall present the grievance orally to the immediate supervisor within five (5) days after the circumstances occurred which form the basis for the

GRIEVANCE PROCEDURE
Continued

grievance. Failure to do so will render the grievance null and void. The immediate supervisor and the employee shall meet and attempt to resolve the matter within three (3) days after the presentation of the grievance. It is the intent of this informal meeting that at least one (1) personal conference be held between the employee and the immediate supervisor.

2. Formal

a. Level 1 - If not settled at the informal level, a grievance shall be presented in writing to the immediate supervisor within five (5) days. The immediate supervisor shall meet with the grievant before making a decision. The immediate supervisor shall make a decision within five (5) days of having the meeting.

b. Level 2 - If the grievant is not satisfied with the decision at Level 1, or if no decision is rendered within the time limits, the grievant may appeal the decision to the Superintendent or his designee within five (5) days. The Superintendent or his designee shall meet with the grievant before making a decision. The Superintendent or his designee shall make a decision within five (5) days of the meeting. The written decision shall be provided to the grievant and to the Association president.

c. Level 3 - If the grievance is not resolved at Levels 1 or 2, the Association may submit the grievance to advisory arbitration. The submission shall be filed with the Superintendent within ten (10) days after receipt of the written decision at Level 2.

3. The parties shall select a mutually acceptable arbitrator. Should the parties be unable to agree on an arbitrator within seven (7) days of the Association's submission to advisory arbitration, submission shall be made to the American Arbitration Association, who shall be requested to supply a list of names to the parties. Thereafter, the parties shall follow the rules and

GRIEVANCE PROCEDURE
Continued

procedures of the American Arbitration Association.

4. It shall be the function of the arbitrator to make an advisory recommendation to resolve the grievance. The arbitrator shall be subject to the following limitations:

a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.

b. The arbitrator shall have no power to establish salary structures or change any salary.

c. The arbitrator shall have no power to change any practice, policy, rule, regulation, or procedure of the District nor to substitute any judgment for that of the District as to the reasonableness of any such practice, policy, rule, regulation, procedure, or any action taken by the District.

d. If either party should dispute the arbitrability of the grievance, whether or not arbitrability has been raised in a prior step of this procedure as a defense, such a claim shall be heard and a ruling given by the arbitrator prior to any hearing on the grievance.

E. Miscellaneous

1. No reprisals of any kind will be taken by either party against the other party.

2. All costs for the services of the arbitrator, including but not limited to per diem expense, travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

3. Upon receipt of the recommendation, the Board shall render its decision

GRIEVANCE PROCEDURE
Continued

within thirty (30) days. It alone has the power to render a final and binding determination of a grievance. The recommendation of the arbitrator shall only be advisory and if, upon review, the Board determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence.

4. Hearings under this procedure shall be conducted at a time and place which will provide a fair and reasonable opportunity for all persons entitled to be present to attend. The hearing shall be held at 1:00 pm unless there is a mutual agreement for other arrangements. The District and Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.

5. If a grievance rises as a result of any action or inaction by an administrator higher than the immediate supervisor, the employee may present such grievance at Level 2.

6. Time limits in this procedure may be extended by mutual agreement. Failure at any level to communicate the decision on a grievance within the specified time limit shall permit the grievant to appeal to the next level. Any grievance not advanced from one (1) level to the next within the time limits of that level shall be deemed resolved by the District's response at the previous level.

7. All forms for grievances will be jointly prepared by the District and the Association, and given appropriate distribution.

8. Grievances not written according to the form requirements may be rejected and returned to the grievant.

9. The Superintendent and the Association President shall meet on a regular basis to discuss mutual concerns.

ARTICLE XXV

PROFESSIONAL GROWTH CREDENTIAL REQUIREMENTS

Requirements for Those Who Receive Clear Multiple or Single

Subject Credentials on or After September 1, 1985

- A. Parties shall be governed by Education Code 44277-44279, Title V Administrative Rules and Regulations, The California Professional Growth Manual, and Board policy #4520 a/b. Professional Growth advisors shall be certificated persons.
- B. Hours and/or credits taken to fulfill the requirements for the Professional Clear Credential may or may not qualify as units for advancement on the salary schedule.
- C. The parties shall meet at mutually agreeable times to discuss problems with this provision, should they occur.

ARTICLE XXVI

SALARY AND SALARY ADVANCEMENT

A. Salary Contingency

1. a. For the 2017/18 school year there will be a 1.25% salary increase retroactive to July 1, 2017. The Master and Doctorate Stipends as well as all stipends found in Appendix B, Groups 1-5 will be increased by the percentage listed. A stipend for teachers of combination classes will be placed in Class IV of Appendix B.
- b. For the 2018/19 school year there will be a .75% increase effective July 1, 2018. The Master and Doctorate Stipends as well as all stipends found in Appendix B, Groups 1-5 will be increased by the percentage listed.
2. An employee's daily rate shall be determined by dividing the employee's gross salary by the total number of teacher workdays.
3. All employees shall be paid on an eleven (11) month basis. Employees will be paid from August to June.
4. Employees shall have the option of having an amount specified by the employee withheld and deposited at the institution of their choice for withholding purposes by the Placer County Office of Education. The list is available at the District Office.

B. Salary Advancement

All employees are encouraged to improve their proficiency through study. Courses taken to improve proficiency may also be used for salary advancement. Units obtained for salary advancement must be taken from an accredited college or university or through district approved in-service programs.

1. Frequency of salary schedule movement:

- a. Employees will be allowed to move over one column on the salary schedule in successive years. Employees in their first

SALARY AND SALARY ADVANCEMENT
Continued

year of service with the district will not be allowed to advance on the salary schedule until completion of two years of service credit has been completed.

2. Maximum number of units:

- a. Employees will be allowed to take six (6) units per semester during the school year.
- b. Units taken beyond six (6) per semester may be banked for future use with the approval of the Assistant Superintendent-Personnel. The decision is final and not appealable to the Superintendent or Board or through the grievance procedure.
- c. The number of semester units taken during the summer will not be limited.

3. Procedures for application for salary advancement:

1. Employees planning to receive credit for courses are required to submit District Form #55 to the Assistant Superintendent-Personnel prior to enrollment.
2. In consultation with the site administrator, the Assistant Superintendent-Personnel will consider such requests for application to the salary schedule. It shall be the responsibility of the Assistant Superintendent-Personnel to consider each request, individually, without precedent to any other like request. The decision of the Assistant Superintendent-Personnel is final and is not appealable to the Superintendent or Board or through the grievance procedure. The following standards will be used by the Assistant Superintendent when evaluating requests:
 1. Upper division or graduate courses.
 2. Lower division courses.
 3. A course in an employee's major or minor.
 4. A course required for an advanced degree in education or

SALARY AND SALARY ADVANCEMENT
Continued

in the employee's major or minor

5. A course required for a California educational credential.

6. A course directly related to a subject presently taught in the school or District or a course directly related to a subject tentatively planned for implementation within the District. "Directly related to" is interpreted to mean that the course content has a direct immediate benefit to the classroom instruction as contrasted to an indirect benefit which would accrue from the pursuit of courses of general interest or generalized knowledge concerning educational matters.

7. District approved in-service credit.

8. An upper division or graduate course, which does not meet one of the requirements of the above-mentioned criteria, may be approved by the Assistant Superintendent-Personnel on an individual basis.

4. Procedures after receiving course approval

1. In order to receive credit for salary schedule advancement, employees must present transcripts or grade cards for completed courses.
2. Credit will not be granted for salary advancement for any course in which a grade of D, F, or W is earned.

5. Procedures for receiving salary advancement

1. All course work must be completed prior to the first day of service for the new year.
2. Transcripts or grade cards must be turned in by August 10 to have salary advancement reflected on employees August paycheck.
3. Employees must submit transcripts or grade cards prior to October 15 of the current year in order to advance on the salary schedule.

SALARY AND SALARY ADVANCEMENT
Continued

4. For employees turning in transcripts or grade cards after August 10, salary adjustments retroactive to the beginning of the school year will be made on their next regular paycheck.

C. Compensation for Student Independent Study

1. Employees will receive six dollars (\$6.00), (or an equal portion of six dollars (\$6.00) if sharing a contract or at a middle school), for every day of ADA earned by the student during their Independent Study absences. Employees will receive salary earned for the academic year by July 30. This change will become effective for the 2017/2018 school year.

ARTICLE XXVII

HEALTH AND WELFARE BENEFITS

- A. Association agrees that the District's contribution for medical, dental, and vision coverage will be limited to the negotiated maximum for the current school year. The employees will be offered a choice of any medical plan available through SIG. All plans are available in tiered rates for employee only, employee and spouse, employee and children and employee and family (see appendix F). Medical benefits including dental and vision are available only to those employees working fifty percent (50%) or more contracts.

1. Employees Income Protection Insurance:

Provident Life	\$.34 per \$100 of total certificated payroll
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2. Life insurance for all employees equal to one times annual salary when taking medical benefits.

- B. The District will provide part-time employees, including shared contract employees, with the option of pro-rating the cost of the total health and welfare benefits package on the basis of number of hours worked per day to a unit of eight (8). Part-time employees must take all or none of the package listed above.

- C. Retirees: Medical Insurance

Upon retirement, an employee may elect one of the options set forth below:

1. The District will, upon request, pay 50% of the premium cost for medical insurance for an employee choosing early retirement after fifteen (15) full years of continuous service to the District.
2. The District will, upon request, pay 60% of the premium cost for medical insurance for an employee choosing early retirement after sixteen (16) full years of continuous service to the District.

HEALTH AND WELFARE BENEFITS
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3. The percentage of the premium cost paid by the District shall increase by 10% for each full year of continuous service after sixteen (16), so the District will, upon request, pay 100% of the premium cost for medical insurance for an employee choosing early retirement after twenty (20) full years of continuous service to the District.
4. Once an employee chooses non election of medical benefits, he/she may not re-enroll.
5. The medical plan(s) available to retirees shall be the same plan(s) available to an active employee in the month of receipt.
6. Retirees enrolled in medical benefits may purchase dental and/or vision.
7. Entitlement to a District-paid contribution for medical shall cease on the death of the retiree or at the end of the month in which the early retiree reaches sixty-five (65) years of age.

- D. Employees who are on approved leave of absence without pay under the Family Care Leave Act will retain medical insurance benefits only for the duration of their leave not to exceed twelve (12) work weeks in a twelve-month period.
- E. Employees who are on an approved leave of absence without pay may retain the total health and welfare benefits package provided they make arrangements with the Business Office to pay the total premium costs for such benefits on a quarterly basis in advance.
- F. Pregnancy and Maternity Health & Welfare Benefits: If an employee works 50% or more work days in a month, District pays 100% of benefits for that month. If an employee works less than 50% of the work days in a month, the employee's

HEALTH AND WELFARE BENEFITS
Continued

cost of benefits for days not worked in that month will be prorated based on 365 days per year.

G. Upon reaching sixty five (65) years of age, the early retiree may retain District medical insurance provided they make arrangements with the Business Office to pay the total premium costs for such benefits in advance on no less than a quarterly basis. In order to select dental and vision coverage, retirees must continue medical coverage.

H. Employees subject to reduction in force, or on full-year temporary contracts, shall maintain health and welfare benefits through August 31st of the same year.

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ARTICLE XXVIII

PAYROLL DEDUCTION PROCEDURE

A. The District will deduct from the salary of Association members the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employees on the District form subject to the following conditions:

1. Such deduction shall be made only upon submission of the District form to the Business Manager duly completed and executed by the employee.

2. The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing thirty (30) days or more after such submission.

B. In addition, the District will continue payroll deductions for any type program which is in existence and being deducted as of December 1, 1976, subject to the conditions specified in 1 and 2 above.

ARTICLE XXIX
TRAVEL, PRIVATE AUTOMOBILES

- A. The District shall reimburse employees for the use of automobiles owned by employees and used in the performance of regular assigned duties specifically authorized by the Superintendent or designee.
- B. To receive mileage payments, these employees must have on file in the business office of the District a certificate of automobile liability insurance. Minimum limits to be: Bodily injury \$100,000/300,000, Property damage \$50,000.
- C. Dates, places, and mileage involved shall be submitted to the Assistant Superintendent of Business on the appropriate District form before reimbursement is made.
- D. The mileage rate shall be that set in Board policy.

ARTICLE XXX
EFFECT OF CONTRACT

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 in this contract, any past practice or procedure is hereby declared to be discretionary on the part of the District.

ARTICLE XXXI

SEVERABILITY

If any provisions of this contract or the application of such provision to any person or circumstance shall be held invalid, the remainder of this contract or the application of such provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

1 **ARTICLE XXXII**

2 **WAIVER**

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4 A. During the term of this contract, the Association expressly waives and relinquishes

5 the right to meet and negotiate and agrees that the District shall not be obligated to

6 meet and negotiate with respect to any subject matter whether referred to or

7 covered in this contract or not, even though such subject matter may not have

8 been within the knowledge or contemplation of either the District or the Association

9 at the time they met and negotiated on and executed this contract. Any meet and

10 negotiate session to amend, modify, or change this contract shall take place as

11 stipulated in the Duration Article.

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13 B. This article shall not preclude the parties from mutually agreeing during the term of

14 this Agreement to reopen and modify this Agreement.

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ARTICLE XXXIII

COMPLAINT PROCEDURE

- A. A formal complaint made by a parent/guardian about an employee shall be referred to the employee as soon as possible.
- B. In the event a three (3) way conference is scheduled, the employee and immediate supervisor will meet to discuss the complaint prior to the conference.
- C. Initial complaints to the Central Office shall be directed to the school site.
- D. Unresolved complaints at the school site level may be referred to the Central Office.
- E. In the event a conference is scheduled at the Central Office level, the employee, his/her immediate supervisor and the Superintendent or designee will meet to discuss the complaint prior to the conference.

ARTICLE XXXIV

DISCIPLINE-SHORT OF DISMISSAL

- A. Employees may be subject to discipline short of dismissal for just cause with due process.
- B. Incompetent teaching shall not be subject to discipline under this article.
- C. Discipline is defined as suspension of duties without pay of up to fifteen (15) working days.
- D. Prior to discipline being administered, an employee may be warned or reprimanded orally or in writing. However, the degree of reprimand or discipline administered in any situation shall depend on the frequency and/or severity of the infraction.
- E. The Superintendent or designee may discipline an employee.
- F. The Superintendent or designee shall meet with the employee to discuss the matter prior to serving notice of disciplinary action.
- G. The District shall serve written notice on the employee that shall include:
- 1) A statement of the disciplinary action
 - 2) A statement of the reasons for the disciplinary action
- H. An employee has a right to appeal the disciplinary action by filing a grievance at Level 2. For purposes of this article only, the Association may submit grievances at Level 3 to binding arbitration per current grievance procedure.
- I. Nothing included in this article shall preclude or affect the District's right to dismiss an employee pursuant to the Education Code.

ARTICLE XXXV
SAFETY PROCEDURE

A. Employees are to be safety conscious in their own actions and are to report unsafe or unhealthy conditions to their immediate supervisor.

B. I. Upon receiving written notice of an alleged unsafe or unhealthy condition from an employee, the supervisor will have the responsibility of determining if in fact an unsafe or unhealthy condition exists.

2. If the supervisor determines that an unsafe or unhealthy condition does exist, he/she will initiate action to correct the condition.

C. If no satisfactory solution is reached, the employee has the right to bring the unsafe or unhealthy condition to the attention of the Superintendent.

D. Nurses shall be the identified bargaining unit members designated to provide or conduct necessary specialized health care procedures including, but not limited to, tracheostomy, ileostomies, catheterizations, and toileting except in emergency situations.

The intent of the District is to ensure that a trained individual other than the classroom teacher is assigned to care for the medical procedures of special needs students. Classroom teachers with special needs students shall be trained in health care procedures to address emergencies.

ARTICLE XXXVI
GOLDEN HANDSHAKE

The District will implement the Golden Handshake according to the provisions of Education Code 44929, in accordance with the procedures outlined by the State Teachers Retirement System (STRS) Administrative Regulations.

ARTICLE XXXVII**PEER ASSISTANCE AND REVIEW**

The Association and District have agreed to cooperate in the implementation of this program which will allow exemplary teachers within the District to assist veteran teachers who need to develop their subject matter knowledge, teaching strategies, or both. It is understood that nurses, speech pathologists and psychologists will not be included in the program.

In addition to supporting referred permanent teachers, funds received from the State under the Peer Assistance and Review Program may be expended for permanent teachers who volunteer for the Peer Assistance Program, the Beginning Teacher Support and Assessment Program, staff development for individuals and groups of teachers and curriculum development.

A. PROGRAM COMPONENTS**1. Joint Committee (JC)**

- a. The Joint Committee shall consist of five members, the majority of whom shall be certificated classroom teachers who are appointed by the RTA President, with the approval of the RTA Executive Board. The Roseville City School District shall choose the administrative members of the Joint Committee.
- b. Preferably, the composition of the Joint Committee will include Kindergarten through Eighth grade representation (i.e. Kindergarten - 3rd grade teachers, 4th - 6th grade teachers and 7th and 8th grade teachers). Knowledge of K-8 Curriculum shall be an essential characteristic.
- c. The Joint Committee shall establish its own meeting schedule. To meet, three-fifths of the Joint Committee members including at least two teachers and one administrator must be present. Such meetings shall take place during the regular teachers' workday unless agreed upon. Teachers who are members of the Joint Committee shall be

released from their regular duties to attend meetings, without loss of pay or benefits.

d. The term of office shall be three years. The RTA and/or Joint Committee may agree for good cause to end a term prior to completion. The RTA Recording Secretary will keep records of the panel member's terms of office.

e. The Joint Committee shall be responsible for:

1. providing training for new Joint Committee members;
2. selecting trainers and/or training providers for PAR;
3. establishing its own rules of procedure, including the method of selection of a chairperson;
4. selecting Consulting Teachers per set policy;
5. providing training for the Consulting Teachers prior to the Consulting Teachers' participation in the program;
6. sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the Site Administrator;
7. matching Consulting Teachers to the Participating Teachers based on relevant experience, current assignments, and/or proximity of location. In addition to the aforementioned terms, input from the Participating Teacher shall be considered in the matching process;
8. evaluating requests for voluntary PAR assistance from individual teachers;
9. adopting Rules and Procedures to affect the provisions of this Article. Said Rules and Procedures shall be consistent with the provisions of this agreement, and to the extent there is an inconsistency, this Agreement shall prevail;
10. determining the number of Consulting Teachers needed in any school year based upon participation in the PAR program, the budget available and other relevant considerations;

11. reviewing the final reports prepared by the Consulting Teachers and making recommendations to the governing Board regarding the Referred Participating Teachers' progress in the PAR program. The final report shall include a statement of progress that participating teacher has made satisfactory progress, demonstrated progress but second year is recommended or failed to demonstrate progress. The final report shall be placed in teachers' personnel file. The teachers shall have the opportunity to attach comments.
12. annually review the performance of the Consulting Teachers. The performance review shall not be made available to the Consulting Teachers' personnel files except upon the express written request of the individual Consulting Teachers. Such reviews shall be subject to the same level of confidentiality as those of the Participating Teachers.
13. evaluating annually the impact of the PAR program in order to improve the program;
14. select a Lead Consulting Teacher who shall facilitate the Consulting Teachers' meetings and act as a liaison to the Joint Committee.

2. PAR Consulting Teachers

- a. PAR Consulting Teachers are teachers who provide assistance to Participating Teachers (referred or voluntary) pursuant to the PAR Program;
- b. PAR Consulting Teachers shall be selected by the Joint Committee using the agreed upon application process;
- c. the functions of PAR Consulting Teachers pursuant to the PAR Program shall not constitute either management or supervisory functions. PAR Consulting Teachers shall continue all rights of Roseville Teachers Association Members.

d. Qualifications for PAR Consulting Teachers include:

1. permanent status as a credentialed classroom teacher with at least five years of RCSD experience;
2. recommendations by no less than three District employees, including one administrator and one colleague;
3. training or commitment to training in assessment techniques based on the California Standards for the Teaching Profession in addition to other training as recommended by the Joint Committee. Training will be at District/PAR program expense.
4. willingness and ability to discuss assessment and evaluation information and share instructional ideas and materials with teachers in a confidential and professional manner;
5. having effective interpersonal skills and be willing to work collaboratively with teachers;
6. a demonstrated commitment to professional growth and learning;
7. ability to serve a term of three years unless the PAR Consulting Teacher and/or the Joint Committee has reason to end the term prior to the end of the three-year tenure. The decision to change the term shall be by majority vote of the Joint Committee. PAR Consulting Teachers may serve consecutive terms if selected by the Joint Committee.

e. The duties and responsibilities of the PAR Consulting Teacher include but are not limited to:

1. building a collaborative working relationship with referred or voluntary participating teachers;

2. building a collaborative working relationship with the site administrators. PAR Consulting Teachers and site administrators should discuss and isolate specific concerns from formal classroom observation and/or the summative evaluations;
3. meeting with the participating teachers to discuss and establish goals and objectives based on the isolated specific concerns from their formal classroom observations and/or summative evaluation;
4. meeting with the supervisor, employee, and consulting teacher to mutually agree upon an action plan, that focuses on improvement of all elements of concern on the summative evaluation;
5. identifying and planning participating teachers with resources and teachers who exhibit strong skills in specific areas of concern documented on the action plan;
6. Assisting participating teachers in implementing the action plan to utilize knowledge gained from classroom observations, workshops, resources and/or materials;
7. keeping an ongoing log of all time spent in formal and informal meetings and other activities as it relates to the action plan;
8. attending all Consulting Teacher meetings;
9. preparing final referred teacher reports. PAR Consulting Teachers shall meet with the referred participating teachers to review the final reports prior to submitting it to the Joint Committee. A copy of the final report shall be placed in the employees' personnel files. The employee shall have the opportunity to attach written comments to the final reports.

3. Participating Teachers

a. Referred Participating Teacher

1. Permanent teachers, who as a result of a summative evaluation or assistance phase referral, are referred to the PAR Program to receive assistance to improve his or her instructional skills, classroom management, knowledge of subject and/or their teaching performance.
2. Referred participating teachers shall be paired with PAR Consulting Teachers by the Joint Committee. Referred participating teachers may add input to the selection of their PAR Consulting Teacher;
3. Different PAR Consulting Teachers may be selected to work with a participating teacher at any time during the process if requested to do so by the participating teacher and/or the PAR Consulting Teacher. This change must be approved by a majority vote of the Joint Committee.
4. Final reports of a referred teachers' participation in the program shall be placed in the personnel file. Teachers shall have the opportunity to attach comments to their report.
5. Participating teachers have the right to be represented by the RTA in any meetings related to their participation in the PAR program.

b. Voluntary Participating Teachers

1. Voluntary participating teachers are teachers with permanent status who volunteer to participate in the PAR Program desiring assistance in improving any aspect of their teaching practice.
2. Voluntary participating teachers may be paired with a PAR Consulting Teacher by the Joint Committee. The

voluntary participating teachers may add input into the selection of the PAR Consulting Teacher.

3. PAR Consulting Teachers shall not participate in any written performance reviews of the voluntary participating teachers.

4. Voluntary participating teachers may terminate their participation in the PAR program at any time.

5. All communication between the PAR Consulting Teachers and Voluntary Participating Teachers shall be confidential.

B. MISCELLANEOUS PROVISIONS

1. Expenditures for the PAR Program shall not exceed revenues received through the passage of AB1X, including the allowable administrative cost. Thus, it is therefore understood, that the PAR Program shall terminate, if for any reason there exists an inability for full funding through AB1X or successor language.

2. Funds shall be set aside to support participating teachers by offering release days, workshops and/or materials.

3. The District shall provide staff development activities to assist teachers in improving their teaching skills and/or knowledge.

4. Staff members participating in the PAR Program shall have the same protection from liability and access to appropriate defense as other school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code.

5. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as

necessary to administer this Article.

6. This Article does not affect the District's right to issue notices of unsatisfactory performance and/or professional conduct, and does not interfere with the regular administrative evaluation process in any way.

ARTICLE XXXVIII

DURATION

- A. This agreement shall become effective upon ratification by both parties and shall remain in full force and effect through June 30, 2019. Articles in this contract may be reopened by mutual agreement.
- B. RTA shall commence the public notice procedures for negotiations no earlier than April 1st of each year and negotiations shall commence on or about May 15th of each year.

**ROSEVILLE CITY SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
2018-19**

TEACHER, NURSE, COUNSELOR:

189

YEAR OF SERVICE STEP	PRE-A EMERGENCY INTERN	A BA/REG CREDENTIAL	B BA/REG CRED +15 UNITS	C BA/REG CRED +30 UNITS	D BA/REG CRED +45 UNITS	E BA/REG CRED +60 UNITS
1	43,468	50,477	50,478	50,479	50,480	56,307
2	43,617	50,478	51,491	51,492	54,335	58,704
3	45,775	50,479	52,501	52,502	57,816	62,294
4		50,480	52,502	56,519	61,437	66,033
5		50,481	53,514	58,942	63,906	68,534
6		50,483	55,409	61,355	66,379	71,030
7		50,486	57,742	63,782	68,837	73,517
8		52,234	60,066	66,203	71,310	76,015
9		52,234	62,392	68,622	73,766	78,507
10		52,234	62,392	74,394	79,835	84,832
11		52,234	62,392	74,394	82,419	87,439
12		52,234	62,392	74,394	82,419	93,352
15		53,370	63,600	75,686	83,724	94,707
18		56,795	67,230	79,558	87,634	98,767

PSYCHOLOGIST: F

195 DAYS

STEP	ANNUAL	DAILY RATE
1	80,349	412.05
2	85,805	440.03
3	91,416	468.80
4	97,184	498.38
5	102,426	525.26

MASTER STIPEND \$ 1,262

DOCTORATE STIPEND \$ 1,262

Effective: 7/1/18

Board Approval: 9/7/2017 ds 8/14/2017

Note: This represents a 0.75% salary increase over the 2017-18 school year.

APPENDIX B
SALARY SCHEDULE ADMINISTRATION

Effective 7/1/18

Note: This represents a .75% salary increase over June 2018

CLASSIFICATION GROUP	SALARY SCHEDULE	JOB TITLE
I	Salary Schedule	Classroom Teacher, Music Teacher, P.E. Teacher, Resource Teacher
II	Salary Schedule plus \$808 <i>Rolled Into Salary</i> <i>Lump-Sum Stipend</i> <i>Lump-Sum Stipend</i> <i>Lump-Sum Stipends paid in two payments - Dec. & May</i> <i>Science Camp Stipend paid at event end</i>	ESL Resource Teacher Teacher in Charge K-5 K-5 Schools receive maximum seven stipends in Classifications II and III Additional \$241.00 for each class beyond two attending Science Camp.(Minimum 3 day trip) 6-8 Schools receive maximum eleven stipends for Classes II and III <i>All stipends must receive district approval</i>
III	Salary Schedule plus \$1213 <i>Rolled into Salary</i> <i>Lump-Sum Stipend</i>	Counselor, School Nurse Department Chair 6-8, Student Study Team Chair K-6, Elementary P.E. Chair, Yearbook Advisor 6-8, Elementary Music Chair 6-8 Schools receive maximum eleven stipends for Classes II and III. 6-8 Student Activities – Schools with less than 700 students receive one additional stipend in lieu of additional section for prep period. <i>All stipends must receive district approval</i>
IV	Salary Schedule plus \$1555 <i>Rolled into Salary</i> <i>Lump-Sum Salary</i> <i>Paid at end of season</i>	SDC Teacher, RSP Teacher, Speech Language Pathologist, Adaptive Physical Education Combination Class Teacher Inter-Scholastic coaches 6-8. Athletic Director 6-8, Cheerleader Advisor 6-8, Speech Clinical Fellow Supervisor 6-8 Schools receive maximum sixteen stipends <i>All stipends must receive district approval</i>
V	Salary Schedule plus <i>Lump-Sum Stipend:</i> \$3180 \$4277 \$7416 \$4237 \$1766	One BTSA Teacher Two BTSA Teacher Three BTSA Teacher One PAR Referred Teacher One PAR Voluntary Teacher
VI	\$21 per Hour	Seminar Teacher, Independent Study Teacher, Detention Supervisor
VII	\$32 per Hour	Curriculum Work/Special Projects, Intervention Teacher, Home/Hospital Instructor/Joint Committee
VIII	\$35 Per Hour	Summer School Session Teacher, Inter-Session Teacher, Saturday School
IX	5% of Step I, Column C <i>Lump-Sum Stipend</i> <i>Paid in two payments - Dec. & May</i>	Instrumental and Choral Music Teacher Stipend for Extra Duty 6-8 Year Round Competitive Program

- Extended Year Salary -- an extended year is defined as that period of time in addition to the regular period of service of a certificated employee for regular assignments in the Year-Round School Program. Any days added to the current year's assigned working days will be paid at the employee's daily rate of pay. Less than full-day assignments will be prorated on the basis of the hours worked divided by eight (8).
- A Master stipend (\$1262) will be paid for employees holding a Master's Degree from any accredited institution in the field of or related to education. Part-time employees will receive the Master stipend on a prorated basis.

APPENDIX C

"STRS EMPLOYER PICK UP"

- A. "STRS Employer Pick Up" is a program covered by provisions of Internal Revenue Code Section 414(h)(2) whereby the 8% employee contribution is non-taxable when reported as paid by the employer. This contribution is still considered part of the employee's compensation for everything except tax treatment.
- B. At the request of RTA, the District will implement this program if all of the following conditions are met:
1. RTA shall provide the District with written verification that all members of their bargaining unit have been provided copies of relevant information on this subject, and that the bargaining unit voted in favor of the program.
 2. All other certificated employees have been provided STRS information by the District and a majority of those employees are also in favor of the program.
 3. There shall be no cost to the District for the implementation and maintenance of this program except for normal payroll costs. If any additional or unexpected costs occur, this article shall be reopened upon the request of either party.
 4. The District and RTA acknowledge that it is the individual's responsibility to seek professional advice concerning individual tax situations and neither are liable for any individual investment consequences of this agreement.
- C. This program will be effective for the service period beginning on the first day of the month following the Board's passing of the resolution, unless STRS, the County Office of Education, the IRS, and/or the FTB are unable to handle the necessary retroactive transactions. If such is the case, the program will begin when any of the above can be handled.
- D. If litigation, legislation, STRS, IRS/FTB administrative rule or regulation modifies this program, it shall be void on the date of the modification and the provision shall be renegotiated.

Memorandum of Understanding
Between
Roseville City School District
And
Roseville Teachers' Association

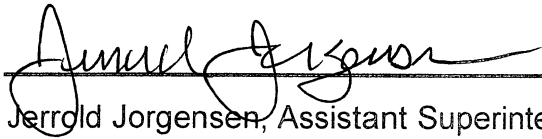
ELEMENTARY MUSIC EDUCATION PROGRAM

The Roseville City School District (District) and the Roseville Teachers' Association (RTA) enter into this Memorandum of Understanding (MOU) related to Elementary Music Education for the 2017/2018 school year.

- I. Hire credentialed elementary music education teachers to teach a standards-based elementary music education curriculum and direct two performance ensembles on a yearly basis.
 - A. Each credentialed music education teacher will be assigned to a minimum of two (2) elementary schools and a maximum of three (3) elementary schools per year.
 - B. Each credentialed music education teacher shall receive preparation time equal to an average of seventy (70) minutes per week.
 - C. Supervision and evaluation of the elementary music education teachers are the responsibility of the assigned elementary school principals.
 - D. A music education teacher scheduled to travel between two sites during the school day will provide with the regularly assigned lunch time separate from the time provided to travel between schools.
- II. Every kindergarten – 5th grade general education class will receive an average of 60 minutes of standards-based music education every two weeks.
 - A. These 60 minutes are to be considered additional preparation time for the teacher of record and are dependent upon the economic viability of the Elementary Music Program.
 - B. Every attempt will be made to schedule music class outside the regular teacher's classroom.
- III. Credentialed music education teacher will be responsible for one class of students at a time.

- A. The teacher of record is not expected to supervise their class while they are receiving music education instruction and is not expected to complete additional Principal assigned duties.
- IV. The credentialed music education teachers will provide a before school or after school performance ensemble at their assigned elementary schools.
- A. The performance ensembles shall begin prior to the first week of October each school year.
 - B. The performance ensembles shall conclude the final week of May each school year.
 - C. The performance ensemble at each school will meet for 45 minutes per day, two days per week.
 - 1) The performance ensemble shall not be scheduled on PLC Monday afternoons.
 - D. In order to accommodate the before school or after school performance ensemble, elementary music education teachers are exempt from the 20 minute before school arrival time and the 20 minute after school departure time (Article V, Sections B and D).
- V. The credentialed music education teachers will provide two community performance ensemble performances per year.
- A. There shall be a winter performance and a spring performance
 - 1) Each of the two community performances shall include at least one evening performance (parents/guardians) and at least one school day performance (students/staff).
 - 2) In order to accommodate the before or after school performance ensembles and community performances, elementary music education teachers are exempt from the 'school day supervision shall be distributed to all bargaining unit members serving the site' (Article V, Section G1b).
- VI. Create an Elementary Music Education Chair Teacher position (Classification III Lump Sum Stipend \$1,110) whose responsibilities shall include:
- A. Develop curriculum maps.
 - B. Order curriculum, materials, supplies, and instruments.
 - C. Collaborate with music teacher and site administrators to create and distribute music education schedules.
 - D. Serve as the elementary music education liaison between the sites and the District Office.
 - E. Plan, organize and facilitate elementary music education staff development PLC meetings and in-service days.

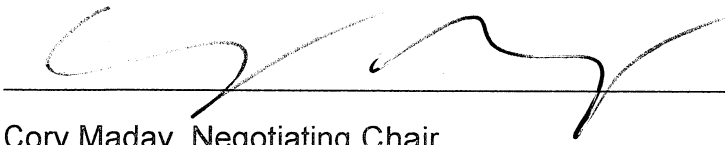
This MOU is non-precedent setting and is in effect through the 2017/2018 school year.



Jerrold Jorgensen, Assistant Superintendent – Personnel Services
Roseville City School District

6/2/2017

Date



Cory Maday, Negotiating Chair
Roseville Teachers' Association

6/2/2017

Date

Memorandum of Understanding
Between
Roseville City School District
And
Roseville Teachers' Association

**CLASS-SIZE RATIOS FOR TRANSITIONAL KINDERGARTEN THROUGH THIRD
GRADE**

The Roseville City School District (District) and the Roseville Teachers' Association (RTA) enter into this Memorandum of Understanding (MOU) related to class size ratios for Transitional Kindergarten through Third Grade classes.

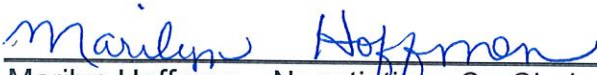
Each elementary school shall maintain an average class-size ratio of students to teacher for TK through third grades not greater than 26:1 with no class size exceeding 26 students.

Each teacher with a class size of 26 students shall be compensated \$16.67 per each day the additional student is enrolled. This is based on the average district teacher salary divided by the number of workdays divided by 25 students.

This MOU is non-precedent setting and is in effect for the 2017/18 and 2018/19 school years.



Jerrold Jorgensen, Assistant Superintendent – Personnel Services
8/11/2017
Date



Marilyn Hoffman – Negotiations Co-Chair
8/11/17
Date
Roseville Teachers' Association



Cory Maday – Negotiations Co-Chair
8/11/17
Date
Roseville Teachers' Association

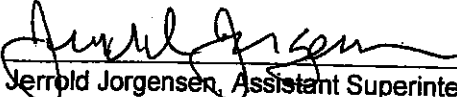
Memorandum of Understanding
Between
Roseville City School District
And
Roseville Teachers' Association

PROFESSIONAL DEVELOPMENT

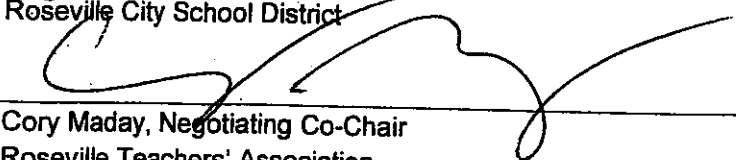
The Roseville City School District (District) and the Roseville Teachers' Association (RTA) enter into this Memorandum of Understanding (MOU) related to Professional Development Days for the 2018-19 and 2019-20 school years on this 9th day of November 2017.

1. Three (3) additional days will be added to the work year for teachers during the 2018-19 and 2019-20 school years to provide district-wide professional development aligned with the goals of the Local Control and Accountability Plan (LCAP). This increase in the work year would increase the RTA salary schedule by 1.61% for the two school years.
2. The District and RTA will each appoint seven (7) members to a Professional Development Advisory Committee (PDAC). The PDAC will collaboratively decide the content of the three (3) days, as well as one (1) of the existing staff development days. The PDAC shall ensure that the content of the professional development days aligns with the goals of the LCAP.
3. Two (2) of the existing staff development days shall be used for school-site professional development and shall align with the Single Plan for Student Achievement (SPSA).
4. Use of Personal Necessity Leave provided for under XVIII Section E. – Compelling Personal Importance shall be prohibited on these days.
5. The bargaining teams will determine the placement of the three (3) additional professional development days on the district calendar.
6. *Staff members will be allowed to flex the district professional development days provided by this MOU for summer or weekend training related to the implementation of a school-wide program that has been presented to and approved by the Superintendent's Cabinet and the Board of Education. Site administration and staff will work together to schedule weekend and summer training as far in advance as possible.*

This MOU is non-precedent setting and is in effect through the 2019-20 school year.


Jerrold Jorgensen, Assistant Superintendent - Personnel Services
Roseville City School District

11/9/2017
Date


Cory Maday, Negotiating Co-Chair
Roseville Teachers' Association

11/9/2017
Date


Marilyn Hoffman, Negotiating Co-Chair
Roseville Teachers' Association

11/9/2017
Date

Memorandum of Understanding
Between
Roseville City School District
And
Roseville Teachers' Association

PROFESSIONAL LEARNING COMMUNITIES

The Roseville City School District (District) and the Roseville Teachers' Association (RTA) enter into the Memorandum of Understanding to outline the focus and intent of Professional Learning Communities.

Professional Learning Communities (PLC) occur each Monday as designated on the school year calendar. PLC's commence twenty minutes after school dismissal and continue until the end of the contractual work day for certificated staff.

The District and R.T.A. will mutually select three Mondays for report card preparation (one per trimester) to be determined when the school year calendar is developed and approved by the Board of Education.

It is the intent of the Memorandum of Understanding to focus PLC time on a systematic process in which teachers work together interdependently to analyze and impact professional practice to improve our individual and collective student results. District and R.T.A. share a belief that all students can learn and commit to using the critical corollary questions to guide our PLC work:

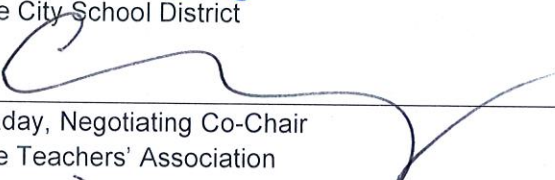
1. What is it we expect students to learn?
2. How will we know when they have learned it?
3. How will we respond when they don't learn?
4. How will we respond when they already know it?

PLC Mondays are a coveted time to support the learning of all students in our district.

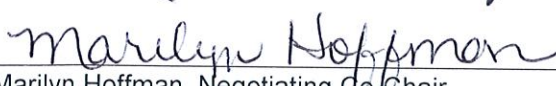
This MOU is non-precedent setting and is in effect through the 2018/2019 school year.


Jerrold Jorgensen, Assistant Superintendent - Personnel Services
Roseville City School District

3-22-18
Date


Cory Maday, Negotiating Co-Chair
Roseville Teachers' Association

3-22-18
Date


Marilyn Hoffman, Negotiating Co-Chair
Roseville Teachers' Association

3-22-18
Date

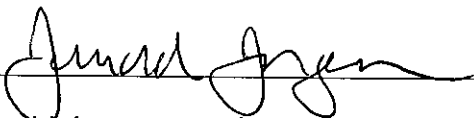
Memorandum of Understanding
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And
Roseville Teachers' Association

MIDDLE SCHOOLS AND DISTRIBUTION OF INDEPENDENT STUDY MONEY

The Roseville City School District (District) and the Roseville Teachers' Association (RTA) enter into this Memorandum of Understanding (MOU) related to the distribution of Independent Study money at the Middle Schools.

By July 30 of each school year, Independent Study money earned by teachers at the Middle Schools will be credited to each school site. Each school site will distribute the money equally among the departments at the school. Each department may utilize the money to enhance the services provided by the department.

This MOU is not precedent setting and is in effect until July 30, 2019.



Jerrold Jorgensen, Assistant Superintendent – Personnel Services
Roseville City School District

8/7/18

Date



Cory Maday – Negotiating Chair
Roseville Teachers' Association

8/15/18

Date