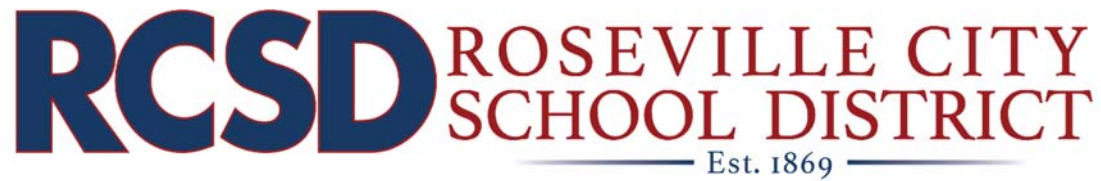


Agreement between the



BOARD OF EDUCATION

and the

ROSEVILLE TEACHERS' ASSOCIATION

Through June 30, 2020

Includes 05/2019 Revisions & 2020 MOUs

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by Article Number

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ARTICLE I
PREAMBLE

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4 This contract is between the Roseville City School District (hereinafter referred to as
5 "District") and the Roseville Teachers' Association, a chapter of the California Teachers'
6 Association, affiliated with the National Education Association (hereinafter referred to as
7 "Association").
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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 following positions: Superintendent, Deputy Superintendent, Assistant Superintendent, Director, Coordinator, Program Specialist, Principal, Assistant Principal, Certificated Substitutes, Certificated Summer School Employees who are not permanent or probationary employees of the District.

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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

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3 1. Association communications may be posted only on bulletin boards approved by
4 the principal for Association use. The authorized Association representative shall
5 be responsible for the posting of all such notices and the contents thereof. All
6 notices, prior to posting, shall be signed by the authorized Association represen-
7 tative. Copies of all such material will be given to the principal at the time of posting,
8 or such materials will be shown to the principal prior to the time of posting. No
9 member of the administration or classified staff will assume any responsibility for
10 the preparation, posting, or distribution of material for the Association.

11
12 2. Official Association literature may be distributed through the mail distribution system
13 to the staff, if it bears the name of the Association and the name of employee
14 representative assuming responsibility for distributing such literature. A copy of
15 each item so distributed will be furnished to the principal no later than the time of
16 distribution.

17
18 3. The Association may use school buildings for meetings subject to the following
19 conditions:

20
21 a. The Association shall have the right to use school buildings provided that (a)
22 buildings are manned by custodial staff and do not require additional duty
23 hours by such staff; (b) such use does not interfere with or impair the
24 educational program in any way; (c) use has not already been granted under
25 statute or District regulations; (d) the principal has been notified at least two
26 (2) days in advance of the time and place of such meeting; (e) it

27
28
29 b. is understood that in cases of emergency the principal may waive the two
30 (2) day notice.

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32 b. If the use of said school building(s) by the Association results in
33 any expense to the District, the Association shall reimburse the District for

ASSOCIATION OBLIGATIONS AND RIGHTS
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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
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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

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- 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

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6 A. All employees covered by this contract shall report for regularly assigned duties
7 unless formally excused. Any such employee failing to comply with the provision
8 of this section shall be deemed to have refused employment.
9
10 B. The time of arrival shall be not less than twenty (20) minutes before school
11 begins.
12
13 C. Each employee shall be entitled to a thirty (30) minute duty free lunch period or
14 duty free school scheduled lunch period, whichever is longer.
15
16 D. The time of departure shall be not less than twenty (20) minutes after school is
17 dismissed.
18
19 E. The principal or immediate supervisor shall have the authority to excuse
20 employees earlier than the time states; however, such authority is at the
21 discretion of the administrator and shall not serve as precedent for any like
22 request. Each request for an early dismissal shall be individually considered by
23 the administrator.
24
25 F. 1. Middle School teachers will have a preparation period scheduled the
26 length of one (1) class period as a part of the regular school day. Teachers
27 may be called upon during the preparation period to assist and provide
28 coverage when no substitute is available. Volunteers will be solicited on a
29 rotational basis beginning with the most senior teacher first. If there are
30 no volunteers the site administrator will assign a teacher to provide
31 coverage. Such coverage shall be on a rotational seniority basis with the
32 least senior teacher being called on first for coverage. The least senior
33 teacher would provide coverage for the first incident; the next senior

HOURS OF EMPLOYMENT
Continued

1 teacher would provide coverage for the second incident until all teachers
2 with that preparation period had provided coverage; then the rotational
3 cycle would begin again with the least senior person. Teachers providing
4 coverage will be paid an amount equal to the current substitute rate
5 divided by the number of periods in the individual school's day.

6
7 2. Transitional Kindergarten through third grade teachers will have
8 preparation time equal to an average of seventy (70) minutes per week
9 per teacher during the school year. Fourth through fifth grade teachers
10 will have preparation time equal to an average of one hundred and five
11 (105) minutes per week per teacher during the school year. Prep time
12 shall be scheduled in increments of no less than twenty (20) minutes.

13
14 3. During preparation time staff shall remain on campus and available unless
15 excused by administrator.

16
17 G. All employees covered by this contract are required to participate in activities
18 beyond the regular workday.

19
20 1. Activities include:

21
22 a. Site scheduled staff, grade level(s), and department meetings. The
23 principal may schedule no more than two general staff meetings
24 per month. No more than two additional meetings per month may
25 be scheduled to address grade level and/or department specific
26 issues.

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28 b. Professional Responsibilities

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30 Examples of these responsibilities include:

- 31 • Back-to-School Night
32 • Open House
33 • Parent/Student Conferences

HOURS OF EMPLOYMENT
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- 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

HOURS OF EMPLOYMENT
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of conducting IEP meetings. If a school has thirty or more students combined between RSP and SDC/FSP/ASD, or if a school has two SDC/FSP/ASD classes, the school will be allocated seven release days. If a school has twenty-five or less students in RSP and/or SDC/FSP/ASD, 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

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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
	<hr/>		
	186	Total work days	<hr/>
			192 Total work days

ARTICLE VII
CLASS SIZE

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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
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- 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.

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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.

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3 D. The evaluation and assessment of certificated educator competence pursuant
4 to this article shall not include the use of publishers' norms established by
5 standardized tests.
6

7 PROCESS FOR PHASE I PROBATIONARY AND TEMPORARY EDUCATORS

8 E. Supervisors will complete a Summative Evaluation (F-4) each year for all Phase
9 1 temporary and probationary educators. The evaluation will include at least one
10 (1) formal observation cycle in addition to other evidence of performance.

11 (1) The educator and supervisor will complete an evaluation agreement (F-
12 1).

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

15 a. Instructional goals and/or objectives.

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

17 c. Standards for classroom control and learning environments.

18 d. Other duties and responsibilities.

19 (3) The formal observation cycle will consist of a Formative Observation
20 pre and post (F-2) completed by the educator and a Formative
21 Observation (F-3) completed by the supervisor.
22

23 PROCESS FOR PHASE II AND III PERMANENT EDUCATORS

24
25 PROFICIENT RATING

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

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

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(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 in coordination with the educator and a consulting educator prior to the end of the school year to address the elements of concern noted on the previous evaluation. The District will work with the supervisor, educator and association to identify a consulting educator. Every attempt will be made to select a consulting educator from a similar grade level and subject area from the same school. Consulting educators will be paid an hourly stipend based upon Classification Group VII for work completed outside the contract day.

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 in coordination with the educator and a consulting educator prior to the end of the school year to address elements of concern noted on the

1 previous evaluation. The District will work with the supervisor, educator and
2 association to identify a consulting educator. Every attempt will be made to
3 select a consulting educator from a similar grade level and subject area from
4 the same school. Consulting educators will be paid an hourly stipend based
5 upon Classification Group VII for work completed outside the contract day.
6 Immediate supervisor will conduct a minimum of three (3) formative
7 observations prior to March 1st (F-2, F-3).

8
9 An educator may request an additional formal observation by a different
10 administrative evaluator approved by the Superintendent or designee. If the
11 employee receives another "Progress Not Evident" summative evaluation the
12 following year, the District may move for dismissal.

13
14 CRITERIA FOR OVERALL RATING OF "PROGRESS NOT EVIDENT"

15 Phase I, II and III

16 At least three elements marked as "Progress Not Evident"

17
18 ACTION PLAN FOR "PROGRESS NOT EVIDENT"

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

25
26 J. In addition to the evaluation and action plan, the procedures below will be
27 followed:

- 28 (1) The evaluation and action plan shall be based on the California Standards
29 for the Teaching Profession and the following:
- 30 a. Instructional goals and/or objectives.
 - 31 b. Personal and professional development goals and/or objectives.
 - 32 c. Standards for classroom control and learning environments.
 - 33 d. Other duties and responsibilities.

34
35 (2) In the event of a disagreement, the parties shall attempt to agree upon an

EVALUATION PROCEDURE

Continued

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

6
7 K. When a supervisor determines through documented evidence,
8 conversations and assistance that has been shared with all parties involved
9 that an educator not in an evaluation year is in need of specific professional
10 assistance, an Assistance Phase Plan (F-5) may be developed to address the
11 identified areas of need. Educators receiving an overall rating of Progress
12 Not Evident upon completion of the Assistance Plan will move to Letter I,
13 Progress Not Evident, section of this Article.

14
15 L. All formative observations (F-3) will be followed by a conference and written
16 summary within eight (8) days of the observation. At the educator's option, at
17 least one (1) formative observation may be preplanned.

18
19 M. Any educator may request an additional observation (F-3).

20
21 N. (1) Summative Evaluation (F-4) shall be written and a copy shall be
22 transmitted to the employee not later than thirty (30) days before the
23 last school day scheduled on the school calendar for the school year in
24 which the evaluation takes place.

25
26 (2) The educator shall have the right to respond in writing to the evaluation.

27
28 (3) Such response shall be attached to the evaluation and placed in the
29 educator's personnel file.

30
31 (4) Before the last school day scheduled on the school calendar, a meeting
32 shall be held between the educator and supervisor to discuss the
33 evaluation.

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35 (5) Educators shall have the right to have another District certified

EVALUATION PROCEDURE
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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 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

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

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

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

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

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

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

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

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

TRANSFER/REASSIGNMENT PROCEDURE
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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

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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.

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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

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- 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.

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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

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- 5 A. A Leave of Absence may be granted a probationary or permanent employee.
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- 7 B. A Leave of Absence is an extended absence from duty for a prescribed period of
- 8 time specifically authorized by the District, not to exceed twelve (12) months;
- 9 however, a one (1) year extension may be granted, at the discretion of the Board
- 10 of Education. Such leaves are normally granted for reasons of health or academic
- 11 advancement.
- 12
- 13 C. A written request for a Leave of Absence shall be submitted to the employee's
- 14 principal, and then to the Superintendent. The request must specifically state the
- 15 reason for the request and its duration. The Superintendent will present a
- 16 recommendation for approval or disapproval to the Board. Time spent on a leave
- 17 of absence without pay shall not count toward salary step advancement.
- 18
- 19 D. Employees given Leaves of Absence for an academic year shall give the District
- 20 written notice on or before March 1 of their intention to return. Failure to notify the
- 21 District shall constitute a resignation on the part of the employee; such resignation
- 22 may be accepted by the Board at any time within twenty (20) days after the due
- 23 date of the required notification by the employee. At least ten (10) days prior to
- 24 March 1, the Superintendent will remind the employee of the obligation by certified
- 25 letter.
- 26
- 27 E. A request for a leave based upon a reason not specified in this article will be
- 28 considered by the Superintendent and the Board, from the standpoint of value to
- 29 the District, urgency of the request, and the employment record of the employee
- 30 making the request.
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- 32 F. An application for Leave of Absence for reasons of personal health must be
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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.

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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
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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
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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: Fall Break, Winter Break, Spring Break.
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

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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.

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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.

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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.

1 **ARTICLE XXII**

2 **LEAVE: SICK**

- 3
- 4 A. A full time employee employed five (5) days a week is entitled to ten (10) days of
5 sick leave during a school year; such leave is to accumulate from year to year
6 without limit. An employee working less than full time shall be granted sick leave
7 in the same ratio that the employment bears to full time employment.
8
- 9 B. Use of current annual sick leave need not be accrued prior to taking such leave.
10 When an employee has exhausted the accrued annual ten (10) days of earned
11 sick leave, absences beyond that period shall be continued with pay for a period of
12 five (5) months from the end of that accrued earned sick leave period. During the
13 five (5) month period, the employee shall have deducted from his/her monthly
14 salary the sum actually paid a substitute to fill the position, or if no substitute is
15 hired, the amount which would have been paid to the substitute had one been
16 employed.
17
- 18 C. In cases of absence in excess of the extended five (5) month period, the employee
19 shall be granted a leave of absence without pay for the remainder of the school
20 year; however, the employee's medical and dental insurance shall be paid by the
21 District until the end of the year.
22
- 23 D. The District reserves the right to request verification of any absence including, but
24 not limited to, a physician's statement. Employees returning to work from
25 extended illness (including surgery) or injury absences shall be required to present
26 a doctor's release prior to returning to duty.
27
- 28 E. Employees on an extended contract will receive sick leave accumulation credit
29 prorated to an eight (8) hour day.
30
- 31 F. Sick leave shall be taken in morning or afternoon allotments and for this purpose
32 the District shall employ one-half (1/2) day substitutes should such substitute be
33 available.
34
- 35 G. Any employee who does not utilize more than two (2) days sick leave during any
36 school year shall, the following school year, be allowed an amount equivalent to
37 the cost of a full day substitute teacher to be used for classroom or other
38 educational purposes. The standard district purchasing procedures shall be
39 followed.
40

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.

5
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.

8
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.

12
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
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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
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- 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

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

6
7 **2. Formal**

8
9 a. Level 1 - If not settled at the informal level, a grievance shall be
10 presented in writing to the immediate supervisor within five (5) days.
11 The immediate supervisor shall meet with the grievant before
12 making a decision. The immediate supervisor shall make a decision
13 within five (5) days of having the meeting.

14
15 b. Level 2 - If the grievant is not satisfied with the decision at Level 1, or
16 if no decision is rendered within the time limits, the grievant may
17 appeal the decision to the Superintendent or his designee within five
18 (5) days. The Superintendent or his designee shall meet with the
19 grievant before making a decision. The Superintendent or his
20 designee shall make a decision within five (5) days of the meeting.
21 The written decision shall be provided to the grievant and to the
22 Association president.

23
24 c. Level 3 - If the grievance is not resolved at Levels 1 or 2, the
25 Association may submit the grievance to advisory arbitration. The
26 submission shall be filed with the Superintendent within ten (10)
27 days after receipt of the written decision at Level 2.

28
29 **3.** The parties shall select a mutually acceptable arbitrator. Should the
30 parties be unable to agree on an arbitrator within seven (7) days of the
31 Association's submission to advisory arbitration, submission shall be made
32 to the American Arbitration Association, who shall be requested to supply a
33 list of names to the parties. Thereafter, the parties shall follow the rules and

GRIEVANCE PROCEDURE
Continued

1 procedures of the American Arbitration Association.

2
3 4. It shall be the function of the arbitrator to make an advisory
4 recommendation to resolve the grievance. The arbitrator shall be subject to
5 the following limitations:

6
7 a. The arbitrator shall have no power to add to, subtract from,
8 disregard, alter, or modify any of the terms of this agreement.

9
10 b. The arbitrator shall have no power to establish salary structures or
11 change any salary.

12
13 c. The arbitrator shall have no power to change any practice, policy,
14 rule, regulation, or procedure of the District nor to substitute any
15 judgment for that of the District as to the reasonableness of any
16 such practice, policy, rule, regulation, procedure, or any action taken
17 by the District.

18
19 d. If either party should dispute the arbitrability of the grievance,
20 whether or not arbitrability has been raised in a prior step of this
21 procedure as a defense, such a claim shall be heard and a ruling
22 given by the arbitrator prior to any hearing on the grievance.

23
24 E. Miscellaneous

25
26 1. No reprisals of any kind will be taken by either party against the other party.

27
28 2. All costs for the services of the arbitrator, including but not limited to per
29 diem expense, travel and subsistence expenses, and the cost of any
30 hearing room, will be borne equally by the District and the Association. All
31 other costs will be borne by the party incurring them.

32
33 3. Upon receipt of the recommendation, the Board shall render its decision

GRIEVANCE PROCEDURE
Continued

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

6
7 4. Hearings under this procedure shall be conducted at a time and place
8 which will provide a fair and reasonable opportunity for all persons entitled
9 to be present to attend. The hearing shall be held at 1:00 pm unless there
10 is a mutual agreement for other arrangements. The District and
11 Association are responsible for the payment of their own representatives
12 and witnesses involved in any grievance meeting.

13
14 5. If a grievance rises as a result of any action or inaction by an administrator
15 higher than the immediate supervisor, the employee may present such
16 grievance at Level 2.

17
18 6. Time limits in this procedure may be extended by mutual agreement.
19 Failure at any level to communicate the decision on a grievance within the
20 specified time limit shall permit the grievant to appeal to the next level. Any
21 grievance not advanced from one (1) level to the next within the time limits
22 of that level shall be deemed resolved by the District's response at the
23 previous level.

24
25 7. All forms for grievances will be jointly prepared by the District
26 and the Association, and given appropriate distribution.

27
28 8. Grievances not written according to the form requirements may be rejected
29 and returned to the grievant.

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

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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. Effective July 1, 2019, the following changes will be in effect:
 - a. There will be a 2% increase to the current salary schedule, Masters and Doctorate stipend, and Classes I – V of Appendix B.
 - b. A Class II stipend for PBIS Leader will be added to Appendix B.
 - c. An additional Class II stipend for Teacher in Charge will be added.
 - d. An additional Class IV stipend for Cross Country, Track, and Wrestling teams with forty (40) or more students will be added to Appendix B.
 - e. An Additional Class II stipend for EL will be added to Appendix B.
 - f. Stipend for Special Education (RSP, ASD, FSP, SDC, and Speech Language Pathologists) increased to \$2000.
 - g. Separate salary schedule for School Nurses created.
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:

SALARY AND SALARY ADVANCEMENT
Continued

1 a. Employees will be allowed to move over one column on the
2 salary schedule in successive years. Employees in their first
3 year of service with the district will not be allowed to advance
4 on the salary schedule until completion of two years of service
5 credit has been completed.
6

7 2. Maximum number of units:

- 8 a. Employees will be allowed to take six (6) units per semester
9 during the school year.
10 b. Units taken beyond six (6) per semester may be banked for
11 future use with the approval of the Assistant Superintendent-
12 Personnel. The decision is final and not appealable to the
13 Superintendent or Board or through the grievance procedure.
14 c. The number of semester units taken during the summer will
15 not be limited.
16

17 3. Procedures for application for salary advancement:

- 18
19 1. Employees planning to receive credit for courses are required
20 to submit District Form #55 to the Assistant Superintendent-
21 Personnel prior to enrollment.
22
23 2. In consultation with the site administrator, the Assistant
24 Superintendent-Personnel will consider such requests for
25 application to the salary schedule. It shall be the responsibility
26 of the Assistant Superintendent-Personnel to consider each
27 request, individually, without precedent to any other like
28 request. The decision of the Assistant Superintendent-
29 Personnel is final and is not appealable to the Superintendent
30 or Board or through the grievance procedure. The following
31 standards will be used by the Assistant Superintendent when
32 evaluating requests:
33 1. Upper division or graduate courses.
34 2. Lower division courses.

SALARY AND SALARY ADVANCEMENT
Continued

- 1 3. A course in an employee's major or minor.
- 2 4. A course required for an advanced degree in education or
- 3 in the employee's major or minor
- 4 5. A course required for a California educational credential.
- 5 6. A course directly related to a subject presently taught in the
- 6 school or District or a course directly related to a subject
- 7 tentatively planned for implementation within the District.
- 8 "Directly related to" is interpreted to mean that the course
- 9 content has a direct immediate benefit to the classroom
- 10 instruction as contrasted to an indirect benefit which would
- 11 accrue from the pursuit of courses of general interest or
- 12 generalized knowledge concerning educational matters.
- 13 7. District approved in-service credit.
- 14 8. An upper division or graduate course, which does not meet
- 15 one of the requirements of the above-mentioned criteria, may
- 16 be approved by the Assistant Superintendent-Personnel on
- 17 an individual basis.

18
19 4. Procedures after receiving course approval

- 20
- 21 1. In order to receive credit for salary schedule advancement,
- 22 employees must present transcripts or grade cards for
- 23 completed courses.
- 24 2. Credit will not be granted for salary advancement for any
- 25 course in which a grade of D, F, or W is earned.
- 26

27 5. Procedures for receiving salary advancement

- 28
- 29 1. All course work must be completed prior to the first day of
- 30 service for the new year.
- 31 2. Transcripts or grade cards must be turned in by August 10 to
- 32 have salary advancement reflected on employees August
- 33 paycheck.
- 34 3. Employees must submit transcripts or grade cards prior to

SALARY AND SALARY ADVANCEMENT
Continued

1 October 15 of the current year in order to advance on the
2 salary schedule.

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

6
7 **C. Compensation for Student Independent Study**

- 8 1. Employees will receive six dollars (\$6.00), (or an equal portion of six dollars
9 (\$6.00) if sharing a contract or at a middle school), for every day of ADA
10 earned by the student during their Independent Study absences.
11 Employees will receive salary earned for the academic year by July 30. This
12 change will become effective for the 2017/2018 school year.

ARTICLE XXVII

HEALTH AND WELFARE BENEFITS

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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
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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

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- 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

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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

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

WAIVER

- A. During the term of this contract, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject matter whether referred to or covered in this contract or not, even though such subject matter may not have been within the knowledge or contemplation of either the District or the Association at the time they met and negotiated on and executed this contract. Any meet and negotiate session to amend, modify, or change this contract shall take place as stipulated in the Duration Article.
- B. This article shall not preclude the parties from mutually agreeing during the term of this Agreement to reopen and modify this Agreement.

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.

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4 **ARTICLE XXXIV**

5 **DISCIPLINE-SHORT OF DISMISSAL**

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7 A. Employees may be subject to discipline short of dismissal for just cause with due
8 process.
9
10 B. Incompetent teaching shall not be subject to discipline under this article.
11
12 C. Discipline is defined as suspension of duties without pay of up to fifteen (15)
13 working days.
14
15 D. Prior to discipline being administered, an employee may be warned or
16 reprimanded orally or in writing. However, the degree of reprimand or discipline
17 administered in any situation shall depend on the frequency and/or severity of the
18 infraction.
19
20 E. The Superintendent or designee may discipline an employee.
21
22 F. The Superintendent or designee shall meet with the employee to discuss the
23 matter prior to serving notice of disciplinary action.
24
25 G. The District shall serve written notice on the employee that shall include:
26 1) A statement of the disciplinary action
27 2) A statement of the reasons for the disciplinary action
28
29 H. An employee has a right to appeal the disciplinary action by filing a grievance at
30 Level 2. For purposes of this article only, the Association may submit grievances
31 at Level 3 to binding arbitration per current grievance procedure.
32
33 I. Nothing included in this article shall preclude or affect the District's right to dismiss
34 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. 1. 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.

The District will complete worksheets provided by STRS to determine net cost or savings for each qualified employee submitting an interest form. Per code the combined total for all employees must show a net savings to the District.

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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.

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Roseville City School District
Certificated Salary Schedule
2019/2020

Teacher, Counselor, Speech Language Pathologist, Social Worker I: 189 Workdays												
YEAR OF SERVICE STEP	PRE-A Emergency/ Intern	A BA/Reg. Credential	B BA/Reg Cred +15 Units	B-1 BA/Reg Cred +15 Units + Masters	C BA/Reg Cred +30 Units	C-1 BA/Reg Cred +30 Units + Masters	D BA/Reg Cred +45 Units	D-1 BA/Reg Cred +45 Units + Masters	E BA/Reg Cred +60 Units	E-1 BA/Reg Cred +60 Units + Masters or Doctrate	E-2 BA/Reg Cred +60 Units + Masters & Doctrate	
1	\$ 45,217	\$ 52,509	\$ 52,510	\$ 53,823	\$ 52,511	\$ 53,824	\$ 52,512	\$ 53,825	\$ 58,573	\$ 59,886	\$ 61,199	
2	\$ 45,373	\$ 52,510	\$ 53,563	\$ 54,876	\$ 53,564	\$ 54,878	\$ 56,522	\$ 57,835	\$ 61,066	\$ 62,379	\$ 63,692	
3	\$ 47,617	\$ 52,511	\$ 54,614	\$ 55,927	\$ 54,615	\$ 55,928	\$ 60,143	\$ 61,456	\$ 64,801	\$ 66,114	\$ 67,427	
4		\$ 52,512	\$ 54,615	\$ 55,928	\$ 58,794	\$ 60,107	\$ 63,910	\$ 65,223	\$ 68,690	\$ 70,003	\$ 71,316	
5		\$ 52,513	\$ 55,669	\$ 56,982	\$ 61,314	\$ 62,627	\$ 66,478	\$ 67,791	\$ 71,293	\$ 72,606	\$ 73,919	
6		\$ 52,515	\$ 57,639	\$ 58,952	\$ 63,824	\$ 65,137	\$ 69,051	\$ 70,364	\$ 73,889	\$ 75,202	\$ 76,515	
7		\$ 52,518	\$ 60,066	\$ 61,379	\$ 66,349	\$ 67,662	\$ 71,608	\$ 72,921	\$ 76,476	\$ 77,789	\$ 79,102	
8		\$ 54,336	\$ 62,484	\$ 63,797	\$ 68,867	\$ 70,181	\$ 74,180	\$ 75,493	\$ 79,075	\$ 80,388	\$ 81,701	
9		\$ 54,336	\$ 64,904	\$ 66,217	\$ 71,384	\$ 72,697	\$ 76,735	\$ 78,048	\$ 81,667	\$ 82,980	\$ 84,293	
10		\$ 54,336	\$ 64,904	\$ 66,217	\$ 77,388	\$ 78,701	\$ 83,049	\$ 84,362	\$ 88,246	\$ 89,559	\$ 90,872	
11		\$ 54,336	\$ 64,904	\$ 66,217	\$ 77,388	\$ 78,701	\$ 85,736	\$ 87,049	\$ 90,959	\$ 92,272	\$ 93,585	
12		\$ 54,336	\$ 64,904	\$ 66,217	\$ 77,388	\$ 78,701	\$ 85,736	\$ 87,049	\$ 97,109	\$ 98,422	\$ 99,735	
15		\$ 55,519	\$ 66,160	\$ 67,473	\$ 78,733	\$ 80,046	\$ 87,094	\$ 88,407	\$ 98,518	\$ 99,831	\$ 101,144	
18		\$ 59,080	\$ 69,936	\$ 71,249	\$ 82,761	\$ 84,074	\$ 91,161	\$ 92,474	\$ 102,743	\$ 104,056	\$ 105,369	

Nurse: 193 Workdays				
STEP	G BA/Cred	H BA/Cred +45 Units	H-1 BA/Cred +45 Units + Masters or Doctorate	H-2 BA/Cred +45 Units + Masters & Doctorate
1	\$ 70,204	\$ 74,977	\$ 76,290	\$ 77,603
2	\$ 72,725	\$ 77,524	\$ 78,837	\$ 80,150
3	\$ 75,230	\$ 80,066	\$ 81,379	\$ 82,692
4	\$ 81,420	\$ 86,516	\$ 87,829	\$ 89,142
5	\$ 81,420	\$ 86,516	\$ 87,829	\$ 89,142
6	\$ 84,055	\$ 89,175	\$ 90,488	\$ 91,801
7	\$ 84,055	\$ 89,175	\$ 90,488	\$ 91,801
8	\$ 85,386	\$ 95,205	\$ 96,518	\$ 97,831
9	\$ 85,386	\$ 96,587	\$ 97,900	\$ 99,213
10	\$ 89,374	\$ 100,728	\$ 102,041	\$ 103,354

Psychologist, Social Worker II: 195 Days			
STEP	F BA/Cred	F-1 BA/Cred + Masters or Doctorate	F-2 BA/Cred + Masters & Doctorate
1	\$ 83,583	\$ 84,896	\$ 86,209
2	\$ 89,259	\$ 90,572	\$ 91,885
3	\$ 95,095	\$ 96,408	\$ 97,721
4	\$ 101,096	\$ 102,409	\$ 103,722
5	\$ 106,549	\$ 107,862	\$ 109,175

Effective: 7/1/19

Board Approval: 5/14/20

Updated to include Masters and Doctorate stipends within columns

Note: This represents a 2.0% salary increase over the 2018-19 school year.

APPENDIX B
SALARY SCHEDULE ADMINISTRATION
 Effective 7/1/19

CLASSIFICATION	SALARY SCHEDULE	JOB TITLE
I	Salary Schedule	Classroom Teacher PE Teacher Support Services Music Teacher Special Education Teacher
II	Salary Schedule plus \$840 - (Rolled into Salary): (Lump-Sum Stipends): (paid in two payments – Dec. & May) Science Camp Stipend paid at event end	State & District Assessment Leader TK-8 EL Resource Teacher Leader in Technology Education TK-5 Teacher in Charge K-5 – two stipends (<i>unless school has AP</i>) Foster Youth/Homeless Coordinator TK-5 (<i>Non-Title I Schools Only</i>) PBIS Coordinator TK-8 Additional \$251 for each class beyond two attending Science Camp (min 3 day trip) K-5 Schools receive max. seven stipends in Classifications II and III 6-8 Schools receive max. eleven stipends for Classes II and III (All stipends must receive District Approval)
III	Salary Schedule plus \$1262 – (Rolled into Salary): (Lump-Sum Stipends): (paid in two payments – Dec. & May)	Counselor, School Nurse, Social Worker I Leader in Technology 6-8 EL Coordinator – one additional for 40+ students TK-8 Department PLC Chair 6-8 SSP Facilitator TK-8 Yearbook Advisor 6-8 Student Activities 6-8 – two stipends PE Chair TK-5 Elementary Music Chair (All stipends must receive District Approval)
IV	Salary Schedule plus \$1617 – (Rolled into Salary): (Lump-Sum Stipends): (paid in two payments – Dec. & May) (Paid at End of Season):	Adaptive Physical Education Combination Class Teacher Athletic Director 6-8 Inter-Scholastic coaches 6-8 (<i>Cross Country, Track, Wrestling teams with 40+ students receive additional stipend</i>) Cheerleader Advisor 6-8 Speech Clinical Fellow Supervisor 6-8 Schools receive max. sixteen stipends (All stipends must receive District Approval)
V	Salary Schedule plus \$2000 - (Rolled into Salary):	RSP, SDC, ASD, FSP, Speech Therapist
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 (Lump-Sum Stipend): (paid in two payments – Dec. & May)	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's Stipend 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's stipend on a prorated basis.

MEMORANDUM OF UNDERSTANDING
BETWEEN
ROSEVILLE CITY SCHOOL DISTRICT AND
ROSEVILLE TEACHERS' ASSOCIATION

CORONAVIRUS-COVID-19

The Roseville City School District ("District") and Roseville Teachers Association ("Association") enter into this Memorandum of Understanding ("MOU") regarding the school closure related to COVID-19 for the 2019/2020 school year on the 25th day of March 2020.

The Parties recognize there is a need to close schools ("emergency school closure") and move to an alternative learning plan to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from the coronavirus during the 2019-2020 school year. The mutual goal is to do no harm to students and staff while providing the best possible learning opportunities to students. This agreement only applies to the temporary closure due to COVID-19 and shall not be precedent setting for future contract negotiations.

1. Unit members shall work remotely or on campus in coordination with site administrators for the duration of the emergency school closure. Unit members shall regularly check their email during the contractual workday and respond to parents, students and staff accordingly. Should parents or students need to speak to a unit member who is working remotely, they will email the unit member, and the unit member shall call via telephone at a mutually agreeable time. It is recommended the unit members utilize *67 to block their personal numbers.
2. Unit members' compensation and benefits shall not be reduced as a result of the emergency school closure. Unit members shall be paid their full stipends in accordance with the collective bargaining agreement. Coaches will be paid on a prorated basis.
3. Flexible learning activities shall be provided to students and may include enrichment, engagement, and review. The attached document shall determine the means and method of providing distance learning. Unit members may request additional training on the use of technology for the purposes of distance learning. The activities provided require feedback not grades. Unit members shall not be required to take or submit attendance. Should state or federal regulations require submission of student attendance/participation the parties agree to meet to determine the process for tracking student attendance/participation. Teachers will attempt to encourage student participation and establish communication with students via phone or electronically via email or some other online platform.
4. Members who are ill or injured (Non-COVID-19 related) or who are caring for an immediate family member who is ill or injured (Non-COVID-19 related) during a school closure and are not able to provide the daily instruction as specified in number three (3) above shall notify their immediate supervisor and students via email for the days they will not participate due to the illness/injury and submit an absence in Absence Management/AESOP.

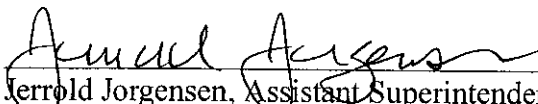
14. Unit members currently on medical leave or differential pay shall have the option to return to regular paid status during the school closures if they are released to return to work and are able and agree to provide flexible learning activities as described in number three (3) above. Unit members who are on baby bonding leave and are able and agree to provide flexible learning activities as described in number three (3) above may notify the District and return to regular paid status at any time.

15. In the event the State of California deems alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts.

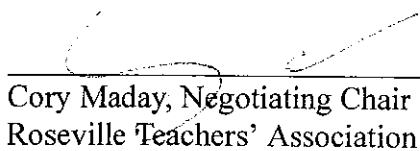
16. The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.

17. This MOU resolves the negotiable effects of school closures due to the coronavirus (COVID-19). The District and/or Association reserve the right to negotiate any additional impacts and/or additional school closures in the 2019-2020 school year.

This MOU shall expire on May 29, 2020, but may be extended by mutual written agreement.


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

3-25-2020
Date


Cory Maday, Negotiating Chair
Roseville Teachers' Association

3-25-2020
Date

Continuous Learning Guidelines March 2020

	Elementary	Middle School
Weekly Live Connection -options may include but not limited to: phone, Meet, Zoom	Weekly personal connection with all students in your class for the purposes of checking in on students' well being	All students in the school need to be connected with on a weekly basis for the purposes of checking in on students' well being- Teachers will be responsible for the equivalent of one period of students
Daily recorded lesson for new learning	A daily recorded video message from all teachers: Greeting and setting objectives for learning for the day before beginning instruction.	
Weekly Lesson Plan	<ul style="list-style-type: none"> Weekly lesson plan/calendar must be uploaded into Google Classroom by Monday of each week. This lesson plan/calendar will be for the following week Weekly set of lesson plans must be shared with RSP teacher week prior to assigning for consultation on accommodations/modifications 	
Daily Student Work Time	<ul style="list-style-type: none"> TK-2: ELA, Writing, Math (1-2 hours) 3-5: ELA, Writing, Math (2-2:30 hours) Elementary: Optional Science or History part of the Enrichment Document 30-minutes independent reading 	<ul style="list-style-type: none"> 6-8: Each teacher provide around 25-30 minutes of work each day (2-3 hours Academic Work) Helpful to mix up the type of lesson 30-minutes independent reading
Instructional Materials	Board adopted instructional materials will be deployed during the week of 4/14/20. - No large scale weekly packets will be distributed to students during school closure	
Feedback	Teachers must provide feedback to students on assignments that are "turned in"	
Communication	Please respond to the parent or student communication within 24 hours	

Elementary PE	Elementary Music
<ul style="list-style-type: none"> Will email two weeks worth of lessons with videos for teachers to add to Google Classroom Activity log- encourages students to be active and feedback 	<ul style="list-style-type: none"> Will email grade-level specific lessons to teachers once a week to add to Google Classroom Will be a combination of music games and teacher-directed video lessons

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.

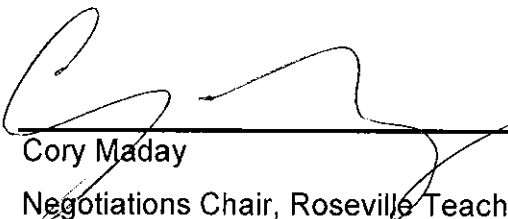
Each elementary school shall maintain an average class-size ratio of students to teacher for TK through third grades not greater than 26:1 with no class size exceeding 26 students.

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 2020/2021 school year.



Jerrold Jorgensen
Assistant Superintendent Personnel Services
Date 3/31/2020



Cory Maday
Negotiations Chair, Roseville Teachers' Association
Date 3/31/2020

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ROSEVILLE CITY SCHOOL DISTRICT AND
ROSEVILLE TEACHERS' ASSOCIATION**

HYBRID LEARNING PROGRAM

The Roseville City School District ("District") and the Roseville Teachers' Association ("Association") enter into this Memorandum of Understanding ("MOU") regarding the Hybrid Learning Program for the 2020/2021 school year on the 15th day of July 2020.

The parties agree in-person teaching and learning as much as possible is important for the educational and social-emotional needs of our students. The parties also agree the safety of our students and staff is a priority. To meet both of these important needs the parties agree to the following:

1. District will notify unit members of the potential opportunity to submit an application to provide instruction for students that choose to participate in the District Hybrid learning program.
2. Unit members will submit an application, cover letter and resume on Edjoin.
3. Preferred consideration will be given to staff submitting documentation by July 3, 2020, indicating they are:
 - a. medically compromised or are in the high-risk group and may suffer adverse effects from COVID-19 should they be required to physically return to campus
 - b. primary care providers for a medically compromised person living in the same household who is at risk for adverse effects of COVID-19
4. Personnel will review applications including any medical documentation and prioritize applications. Information will be shared with the Association.
5. Interview and selection/ranking by committee consisting of administrators and staff.
 - a. Preference will be given to staff meeting position qualifications and submitting documentation related to COVID-19.
6. District will determine staffing needs based upon enrollment.
7. Article IX - Transfer/Reassignment Procedure will be used to fill positions if the number of qualified applicants is insufficient to fill necessary positions.
8. Staff members will be allotted up to seven hours at \$32.00 an hour to clear out their classroom.
9. At the end of the 2020-21 school year, all voluntary and/or involuntary transfers into

the program at a site other than their current site shall have the right to return to their original site. Should a reduction due to enrollment occur at the site the least senior person at the site will be bumped.

10. The District will follow current Federal, State, County and Local mandates/guidelines related to staff and student safety including response to staff or student illness.
11. California Department of Public Health most recent guidelines will be followed by district sites as we strive to maximize staff and student safety. Areas of emphasis:
 - a. Promoting healthy hygiene practices
 - b. Intensifying cleaning, disinfection and ventilation
 - c. Implementing distancing inside and outside the classroom
 - d. Limiting the sharing of materials and supplies
 - e. Training for all staff and students on best practices
 - f. Checking for signs and symptoms
 - g. Planning for instances of illness on campus
12. Staff will self-screen each day before coming to school.
13. Personal Protective Equipment (PPE) will be made available to staff and replenished as needed and requested.
14. Staff will be trained on the use of disinfectant and sanitation supplies will be made available to staff if requested. Unit members will have access to handwashing facilities
15. School facilities will be cleaned on a daily basis with emphasis on frequently touched areas.
16. Staff will refrain from bringing and/or remove all personal items/furniture in order to maximize the physical space in the classroom.
17. *Staff will follow attached Hybrid Learning Program guidelines.*
18. Staff will work contractual time as stated in contract.
19. Per regulations students will have daily live interaction with staff and peers for purposes of instruction, progress monitoring, and maintaining school connectedness.
20. Staff will teach maximum of two grade levels or three preps at the middle school level
21. Contractual/MOU class size will be followed - approximately half the class will attend on T-Th and approximately half on W-F.

22. Students will not be in school on Mondays, staff will utilize Mondays for preparation, collaboration and participation in student meetings. (ie. IEP's, 504's, student conferences)
23. Staff preparation time per contract will be incorporated into Mondays for all teachers K-8. Minimum of 100 minutes K-3, 135 minutes for 4-5 and 225 minutes for 6-8.
24. Professional responsibilities - staff will follow contract with exception of school day supervision unless they choose to lead an extracurricular activity. Staff will attend PLC's with Hybrid cohort. May choose to participate in PLC's at school sites.
25. Regular supervision schedule will be followed. Program Supervisor will conduct evaluations per negotiated contract.
26. District will follow HR 6201 for the 20/21 school year in combination with the negotiated contract for any COVID-19 related leaves. Staff members off work with medically documented COVID-19 illness will have the following leave available to them:
 - 10 days COVID leave at full pay from HR 6201
 - 5 additional days leave paid by the District
 - Application for catastrophic leave - days approved by RTA are at full pay
 - Utilization of available sick leave at full pay
 - Income protection for up to 100 days at 75% of pay.
27. Interactive process will be utilized for staff indicating they are:
 - a. medically compromised or are in the high risk group and may suffer adverse effects from COVID-19 should they be required to physically return to campus
 - b. primary care providers for a medically compromised person living in the same household who is at risk for adverse effects of COVID.
28. Should the staff member, whole or part of the classroom be quarantined and staff members are able to work remotely, the whole class will go to distance learning. Staff will be given one day to prepare for distance learning activities for the duration of the quarantine period. Should the staff member not be able to work a substitute will be hired to teach the class. Item 26 above will be followed for staff members contracting COVID.

It is understood the development of the hybrid learning program is fluid and the District and Association will mutually review and negotiate the provisions of the MOU as necessary.

This agreement is in effect for the 2020/2021 school year and shall not be precedent-setting for future contract negotiations

This MOU shall expire on May 28, 2021, but may be extended by mutual agreement.

Jerrold Jorgensen 7-15-2020
Date
Assistant Superintendent
Personnel Services
Roseville City School District

Carolyn Hoffman
Date
Carolyn Hoffman
Co-Chair Negotiations
Roseville Teachers' Association

Nicole Jordan 7/15/20
Date
Nicole Jordan
Co-Chair Negotiations
Roseville Teachers' Association

K-8 Hybrid Program Guidelines

Components:		
	Elementary	Middle School
In-person Teaching	<ul style="list-style-type: none"> ● Daily reading, writing, and math lessons, activities, and assessments (as needed). ● Social Studies or Science- 2 times per week ● Teachers will conduct daily live interactions with students and their peers for the purposes of instruction, progress monitoring, and maintaining school connectedness (AB77). 	<ul style="list-style-type: none"> ● Teachers will conduct daily live interactions with students and their peers for the purposes of instruction, progress monitoring, and maintaining school connectedness (AB77). ● ELA, Math, Social Studies and Science will be taught in a face to face model
At-home learning	<ul style="list-style-type: none"> ● PE lessons provided by PE teacher-independent activities/videos ● Elective ● Plan for independent practice activities <ul style="list-style-type: none"> ○ K-2: ELA, Writing, Math (1-2 hours) ○ 3-5: ELA, Writing, Math (2-2:30 hours) ○ Social Studies/Sci-(90 mins weekly) ○ 30-minutes independent reading ○ Teachers will use the student management system for independent learning activities 	<ul style="list-style-type: none"> ● PE lessons provided by PE teacher-independent activities/videos ● Elective ● Teachers will use the student management system for independent learning activities
Both in-person and at-home	<ul style="list-style-type: none"> ● Whole group classroom culture activity (Second Step, ART, etc) ● 30-45 minutes weekly 	<ul style="list-style-type: none"> ● Whole group classroom culture activity (Second Step, ART, etc) ● 30-45 minutes weekly
Delivery Method:		

	Elementary	Middle School
Whole Group	<ul style="list-style-type: none"> • New instruction/learning will be during in-person days 	<ul style="list-style-type: none"> • New instruction/learning will be during in-person days
Small-Group	<ul style="list-style-type: none"> • Teacher facilitated student collaboration and discussion to support whole group instruction • Students will be seen for Reading and Math in small groups while in-person (ELD & Intervention) 	<ul style="list-style-type: none"> • Teacher facilitated student collaboration and discussion to support whole group instruction • Students will be seen during all CORE subjects in small groups while in-person (ELD & Intervention)

Additional Expectations:

	Elementary	Middle School
Feedback and Assessment	<ul style="list-style-type: none"> • Teachers will regularly assess students around grade-level essential standards. • Teachers will formally report feedback, progress, and grades to students halfway and at the end of each trimester. 	<ul style="list-style-type: none"> • Teachers will regularly assess students around grade-level essential standards. • Teachers will formally report feedback, progress, and grades to students halfway and at the end of each trimester.
Prep Time	<ul style="list-style-type: none"> • Teachers will not be expected to cover school day supervision • Prep will be the same as elementary school contract language • This will take place on Mondays 	<ul style="list-style-type: none"> • Teachers will not be expected to cover school day supervision. • Prep will be the same as middle school contract language. • This will take place on Mondays.
Meetings	<ul style="list-style-type: none"> • Same contractual meeting time expectations as on-site teachers • Meetings-PLC and Staff meetings on Mondays • IEPs, SSP on Monday when possible • November conferences in-person/online 	<ul style="list-style-type: none"> • Same contractual meeting time expectations as on-site teachers. • Meetings-PLC and Staff meetings on Mondays. • IEPs, SSP on Monday when possible.
Curriculum Pacing	<ul style="list-style-type: none"> • Teachers will follow the designated scope and sequence of the Champions and K-8 Hybrid Scope and Sequence of ELA/Math Essential Standards • Teachers in Science/SS teach essential learnings 	<ul style="list-style-type: none"> • Teachers will follow the designated scope and sequence of the Champions. and K-8 Hybrid Scope and Sequence of ELA/Math Essential Standards. • Teachers in Science/SS teach essential learnings.

Communication	<ul style="list-style-type: none"> Teachers will respond to the parent or student communication within 24 business hours. 	<ul style="list-style-type: none"> Teachers will respond to the parent or student communication within 24 business hours. Monday could be used for intervention or parent meetings.
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Sample Tuesday/Thursday Hybrid Program Schedules:

Elementary Hybrid Sample Schedule					
	Monday	Tuesday	Wednesday	Thursday	Friday
8:30-9:00	Students work independently at home: Students work on independent projects and assignments, PE Class, elective/enrichment, independent reading	Morning Meeting	Students work independently at home: Students work on independent projects and assignments, PE Class, elective/enrichment, independent reading	Morning Meeting	Students work independently at home: Students work on independent projects and assignments, PE Class, elective/enrichment, independent reading
9:00-10:15		ELA		ELA	
10:15-10:25		Recess		Recess	
10:25-12:00		Math		Math	
12:00-12:35		Lunch		Lunch	
12:35-1:30		Science		Social Studies	
1:30-2:30		Writing		Writing	
2:50		Dismissal		Dismissal	

Middle School Hybrid Sample Schedule					
	Monday	Tuesday	Wednesday	Thursday	Friday
8:30-10:00	Students work independently at home: Students work on independent projects and assignments, PE Class, elective/enrichment, independent reading	ELA	Students work independently at home: Students work on independent projects and assignments, PE Class, elective/enrichment, independent reading	ELA	Students work independently at home: Students work on independent projects and assignments, PE Class, elective/enrichment, independent reading
10:05-11:30		Math		Math	
11:30-12:05		Lunch		Lunch	
12:10-1:30		Social Studies		Social Studies	
1:35-3:00		Science		Science	

MEMORANDUM OF UNDERSTANDING
BETWEEN
ROSEVILLE CITY SCHOOL DISTRICT AND
ROSEVILLE TEACHERS' ASSOCIATION

CORONAVIRUS-COVID-19
DISTANCE LEARNING

The Roseville City School District ("District") and Roseville Teachers Association ("Association") enter into this Memorandum of Understanding ("MOU") regarding the school closure/distance learning related to COVID-19 during the 2020/2021 school year on the 28th day of July 2021.

The Parties recognize there is and may be a need to close schools ("emergency school closure") and move to an alternative learning plan to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from the coronavirus during the 2020-2021 school year. The mutual goal is to do no harm to students and staff while providing the best possible learning opportunities for students. This agreement only applies to a temporary closure due to COVID-19 and shall not be precedent-setting for future contract negotiations.

1. The District will follow current Federal, State, County, and Local mandates/guidelines related to staff and student safety including response to staff or student illness.
2. Unit members shall work remotely or on campus in coordination with site administrators for the duration of the emergency school closure. Unit members shall regularly check their email during the contractual workday and respond to parents, students, and staff accordingly. Should parents or students need to speak to a unit member who is working remotely, they will email the unit member, and the unit member shall have 24 hours to respond.
3. Unit members' compensation and benefits shall not be reduced as a result of the emergency school closure. Unit members in stipend positions that continue to provide service while school is not in-session will receive the full stipend amount (Assessment Leader, Foster/Homeless, EL, LITE, TIC, Student Support, PBIS, Combination class, PLC Leader). For stipend positions providing service only when school is in-session unit members shall be paid a prorated share based upon the days school is in session. Coaches will be paid on a prorated basis for any incomplete seasons.
4. Unit members shall follow the same contractual day and have the same contractual meeting expectations while distance teaching (PLC, staff meetings, IEPs, 504, SSP, etc.) Unit members shall not be required to make up adjunct duty or site committee assignments missed as a result of the school closure.
5. Unit members shall follow the Continuous Learning Guidelines (attached). Unit members will adhere to state regulations for distance learning including daily and weekly documentation of student participation, utilizing curriculum equivalent to in-person instruction, daily live interaction with staff and peers for students and assessment, and

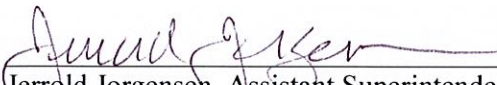
grading.

6. The first day of school has been delayed two days and two district staff development days (October 9th and April 6th) have been moved to allow for additional staff development prior to the first day of school. Unit members may request additional training on the use of technology for the purposes of distance learning.
7. The District will coordinate with school staff in the event that the District requires assistance in the distribution or pickup of student materials. Unit members shall be provided with CDC approved protection gear and guidelines to prevent the spread of COVID-19. Unit members are not required to be present for materials distribution but must coordinate with the site supervisor.
8. A regular evaluation schedule will be followed. Supervisors will participate in virtual lessons in place of in-person observations.
9. Upon the State/County/District determination that schools are safe to re-open, the California Department of Public Health's most recent guidelines will be followed by district sites as we strive to maximize staff and student safety. The parties agree to meet to address the following areas of emphasis in a separate agreement:
 - a. Promoting healthy hygiene practices
 - b. Utilization of face coverings
 - c. Ensuring teacher and staff safety
 - d. Intensifying cleaning, disinfection, and ventilation
 - e. Implementing distancing inside and outside the classroom
 - f. Limiting the sharing of materials and supplies
 - g. Training for all staff and students on best practices
 - h. Checking for signs and symptoms
 - i. Planning for instances of illness on campus
10. Members who are ill or injured (Non-COVID-19 related), or who are caring for an immediate family member who is ill or injured (Non-COVID-19 related), during a school closure and are not able to provide the daily instruction as specified in number five (5) above shall notify their immediate supervisor and students via email for the days they will not participate due to the illness/injury and submit an absence in Absence Management/AESOP. Unit members should provide learning activities for students for absences of one to three (3) days. Distance Learning Substitutes will be provided for absences of longer than three (3) days. On day four the substitutes will go live with the absent teacher's lesson plans. For long-term absences a substitute will take over the classroom lesson planning and delivery.
11. The District will follow HR 6201 for the 20/21 school year in combination with the negotiated contract for any COVID-19 related leaves. In addition, staff members off work

with medically documented COVID-19 illness will have the following leave available to them:

- 10 days COVID leave at full pay
 - 5 additional days leave paid by the District
 - Application for catastrophic leave - days approved by RTA are at full pay
 - Utilization of available sick leave at full pay
 - Income protection for up to 100 days at 75% of pay.
12. Unit members currently on medical leave or differential pay shall have the option to return to regular paid status during the school closures if they are released to return to work and are able and agree to provide flexible learning activities as described in number five (5) above. Unit members who are on baby bonding leave and are able and agree to provide flexible learning activities as described in number five (5) above may notify the District and return to regular paid status at any time.
13. The parties agree to meet regularly to address implementing guidance from the California Department of Education as well as the Federal Department of Education in order to provide an equitable and appropriate education for our students with special needs which may lead to an additional MOU.
14. The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.
15. This MOU resolves the negotiable effects of school closures due to the coronavirus (COVID-19). The District and/or Association reserve the right to negotiate any additional impacts and/or additional school closures in the 2020-2021 school year.


This MOU shall expire on May 28, 2021, but may be extended by mutual written agreement.



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

7-28-2020

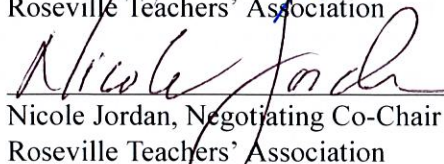
Date



Carolyn Hoffman, Negotiating Co-Chair
Roseville Teachers' Association

7-28-2020

Date



Nicole Jordan, Negotiating Co-Chair
Roseville Teachers' Association

7/28/20

Date

Assumptions and Objectives of Distance Learning Fall 2020

Senate Bill 98:

43502 e (2) For distance learning, instructional time shall be based on the time value of assignments as determined, and certified to, by an employee of the local educational agency who possesses a valid certification document, registered as required by law.

43503 b

(2) Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

Distance learning shall include all of the following:

(1) Confirmation or provision of access for all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work.

(2) Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

(3) Academic and other supports designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.

(4) Special education, related services, and any other services required by a pupil's individualized education program pursuant to Section 56341, including the requirements of subparagraph (A) of paragraph (9) of subdivision (a) of Section

56345, with accommodations necessary to ensure that individualized education program can be executed in a distance learning environment.

(5) Designated and integrated instruction in English language development pursuant to Section 11300 of Title 5 of the California Code of Regulations for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning.

(6) Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This

interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders.

(d) (1) Each local educational agency shall document daily participation for each pupil on each schoolday, in whole or in part, for which distance learning is provided. A pupil who does not participate in distance learning on a schoolday shall be documented as absent for that schoolday.

(2) For purposes of this section, daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between employees of the local educational agency and pupils or parents or guardians.

(e) Each local educational agency shall ensure that a weekly engagement record is completed for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments.

RCS D ROSEVILLE CITY SCHOOL DISTRICT

Est. 1869

Continuous Learning Guidelines 20/21 School Year

General Guidelines		
	Elementary	Middle School
Daily Live Connection (platforms used may include but not limited to phone, Meet, Zoom)	-Daily live interaction with all students in your class for the purposes of instruction, progress monitoring, and peer interaction activities (must be identified in the students' schedule for tracking).	-Daily live interaction with all students in your classes for the purposes of instruction, progress monitoring, and peer interaction activities (must be identified in the students' schedule for tracking).
Daily Schedule to include: Regular daily schedule, including PLC Monday schedule	-Core: Daily Reading and Math live lesson. -Non-core subjects: 3 days per week for live instruction for any of the following: Social Studies, Writing or science. -Class Culture: Every Monday is for a live 30 mins Second Step/Common Sense Media lesson. -Small group/1:1 intervention/ELD instruction: 3 days per week for all students. Sample Elementary Schedule	-Schedule to follow the regular middle school daily schedule, including weekly intervention period. -Class Culture: Every Monday-1st period will be dedicated to Second Step/Common Sense Media/PBIS/class culture activities. -Small group/1:1 intervention/ELD instruction/enrichment: Approximately 2 hours per week for all students. This will follow the regular intervention per schedule for Tuesday-Friday. Sample Middle School Schedule
Whole Group	-Weekly lesson plan available at the start of the week -Daily lessons -Recorded/Live teacher-directed lessons for new instruction	-Weekly lesson plan available at the start of the week -Daily lessons -Recorded/Live teacher-directed lessons for new instruction
Small-Group	-Teacher facilitated student collaboration and discussion to support whole group instruction	-Teacher facilitated student collaboration and discussion to support whole group instruction

	-Students will be seen a minimum of 3 times per week for Reading or Math in small groups	-Groups of 4-8 students. 10-15 minutes once or twice a week for quality first instruction.
Daily Student Work Time to be tracked and monitored through the gradebook (Otus) [per 53504 2 (e)]	-Daily structure combination of synchronous (live interaction) and asynchronous (assignments and assessments) assignments -Focused and structured instruction SB 98 Minimum Minutes which includes live and independent work assignments. <ul style="list-style-type: none"> • 180 minutes in TK-K • 230 minutes grade 1-3 • 240 minutes grade 4-5 	-Daily structure combination of synchronous (live interaction) and asynchronous (assignments and assessments) assignments -Focused and structured instruction SB 98 Minimum Minutes which includes live and independent work assignments. <ul style="list-style-type: none"> • 240 minutes grade 6-8
Instructional Materials	-K-8: Board adopted instructional materials, Chromebooks, Edgenuity (Virtual curriculum) -Preschool-TK: Board adopted instructional materials	
Designated and Integrated ELD	-A 30 minutes Designated ELD session is required.	
Feedback	-Teachers will regularly assess students around grade-level essential standards. -Teachers will formally report feedback, progress, and grades to students halfway and at the end of each trimester. -Grades will be reported in the gradebook.	
Communication	-Teachers will respond to parent or student communication within 24 hours. -Teachers will provide a 30 minute time slot for parent/guardian meetings once a week.	
Prep Time	-Same contractual grade level prep time (during PE/Music and/or the designated middle school period).	
Meetings	-Same contractual meeting expectations as on-site teachers (PLC, staff meetings, IEPs, 504, SSP, etc.)	
Weekly Engagement Monitoring	Administrators will be attending at least 5 live sessions per week.	
Evaluation	Regular evaluation process/cycle to be followed. Observations will be conducted during virtual live lessons.	

Elementary PE/Elementary Spanish	Elementary Music
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-PE and Spanish teachers will teach using live and recorded lessons during the school and grade-level time schedule (recorded).

-Recorded lessons will be uploaded to the school and grade level Otus students.

-Activity log will be used for tracking and monitoring student participation in PE and Spanish instruction.

-Music teachers will teach using live and recorded lessons during the school and grade-level time schedule (recorded).

Teachers will teach live lessons to students during the school and grade-level time schedule (recorded).

-Recorded lessons will be uploaded to the school and grade level Otus students.

-Lessons will be a combination of music games and teacher-directed video lessons.

-Activity log will be used for tracking and monitoring student participation in music instruction.

Educational Support Services Continuous Learning Guidelines 20/21 School Year

	General Education	Special Education Teachers	Related Service Providers
<p>Daily Live Connection (platforms used may include but not limited to phone, Meet, Zoom)</p>	<p>Daily live interaction with all students in your class for the purposes of instruction, progress monitoring, and peer interaction activities (must be identified in the students' schedule for tracking).</p>	<p>Preschool, SDC, ASD, FSP: Daily live interaction with all students in your class for the purposes of instruction, progress monitoring, and peer interaction activities (must be identified in the students' schedule for tracking).</p> <p>RSP: Live interaction with all students for the purposes of instruction and progress monitoring according to specialized academic instruction services.</p>	<p>Live interaction with all students on your caseload for the purpose of instruction and progress monitoring according to their services. (Live interaction may include parent/adult facilitated sessions.)</p>
<p>Daily Schedule to include: Regular daily schedule, including PLC Monday schedule</p>	<p>Elementary Core: Daily Reading and Math live lessons. Non-core subjects: 3 days per week for live instruction for any of the following: Social Studies, Writing, or science. Class Culture: Every Monday is for a live 30 mins Second Step/Common Sense Media lesson. Small group, 1:1 Intervention, ELD instruction: 3 days per week for all students. Sample Elementary Schedule</p> <p>Middle School: Schedule to follow the regular middle school daily schedule, including weekly intervention period.</p>	<p>Preschool: Daily schedule to mirror a typical in-person school day to the extent possible</p> <p>SDC, ASD, FSP: Consistent with general education expectations</p> <p>RSP: Daily schedule to mirror typical in-person school day to the extent possible, including PLC Monday, prep/assessment time, consultation, and direct services.</p>	<p>Daily schedule to mirror typical in-person school day to the extent possible, including PLC Monday, prep/assessment time, consultation, and direct services.</p>

	<p>Class Culture: Every Monday-1st period will be dedicated to Second Step, Common Sense Media, PBIS, class culture activities.</p> <p>Small group, 1:1 Intervention, ELD instruction, Enrichment: Approximately 2 hours per week for all students. This will follow the regular intervention per schedule for Tuesday-Friday. Sample Middle School Schedule</p>		
<p>Whole Group</p>	<ul style="list-style-type: none"> ● Weekly lesson plan available at the start of the week ● Daily lessons ● Recorded/Live teacher-directed lessons for new instruction 	<p>Preschool, SDC, ASD, FSP</p> <ul style="list-style-type: none"> ● Weekly lesson plan available at the start of the week ● Daily lessons ● Recorded/Live teacher-directed lessons for new instruction <p>RSP: <i>As appropriate, RSP teachers may collaborate with general education teachers to co-facilitate a whole group lesson, support small group instruction, or observe/data collection</i></p>	<p><i>As appropriate, related service providers may collaborate with special education teachers to co-facilitate a whole group lesson or activity.</i></p>
<p>Small-Group</p>	<p>Teacher facilitated student collaboration and discussion to support whole group instruction</p> <p>Elementary: Students will be seen a minimum of 3 times per week for Reading or Math in small groups</p> <p>Middle School: Groups of 4-8 students. 10-15 minutes once or twice a week for quality first instruction.</p>	<p>Frequency, duration, and focus of small group or individual instruction will be determined based on the services as described in the IEP.</p> <p>Staff can schedule group services if a group setting is identified on the student's IEP. When notifying parents of the session time, staff should include a statement that it is a group session. ESS will provide guidelines to share with parents on best practices for virtual instruction/therapy sessions.</p>	

<p>Daily Student Work Time to be tracked and monitored through the gradebook (Otus) [per 53504 2 (e)]</p>	<p>Daily structure combination of synchronous (live interaction) and asynchronous (assignments and assessments) assignments</p> <p>Focused and structured instruction</p> <ul style="list-style-type: none"> • 180 minutes in K • 230 minutes grade 1-3 • 240 minutes grade 4-8 	<p>All service/instructional minutes must be documented and monitored by special education teachers.</p> <p>RSP: Teachers provide synchronous (live instruction) as described in the IEP</p> <p>Preschool, SDC, ASD, FSP: Teachers provide a daily structure combination of synchronous (live interaction) and asynchronous (assignments and assessments) assignments mirroring the general education expectations for live instruction</p> <p>*Inclusion/Mainstreaming: Students still need to be assigned to a general education class. Site teams will need to determine the most appropriate times/activities for participation.</p>	<p>All service minutes must be documented and monitored by related service providers.</p> <p>Staff provide live virtual services as described in the IEP</p>
<p>Instructional Materials</p>	<p>Preschool-8th: Board adopted instructional materials, Chromebooks, Edgenuity (Virtual curriculum)</p>	<p><i>PLC teams may request additional instructional materials as needed through the ESS Admin assigned to their PLC team.</i></p>	
<p>Designated and Integrated ELD</p>	<p>30 minutes Designated ELD session is required.</p>		<p><i>Not applicable</i></p>
<p>Feedback</p>	<ul style="list-style-type: none"> • Teachers will regularly assess students around grade-level essential standards. • Teachers will formally report feedback, progress, and grades to 	<ul style="list-style-type: none"> • Follow ESS guidelines for grading and report cards • Monitor progress on goals and track data • Report progress on goals at each reporting period and annual IEP 	<ul style="list-style-type: none"> • Monitor progress on goals and track data • Report progress on goals at each reporting period and annual IEP

	<p>students halfway and at the end of each trimester.</p> <ul style="list-style-type: none"> Grades will be reported in the gradebook. 		
Communication	<ul style="list-style-type: none"> Teachers will respond to parent or student communication within 24 hours. Teachers will provide a time slot for parent/guardian meetings once a week. 	<p>Teachers will respond to parent or student communication within 24 hours.</p> <p>Preschool, SDC, ASD, FSP: Teachers will provide a time slot for parent/guardian meetings once a week.</p>	Staff will respond to parent or student communication within 24 hours.
Prep Time	Same contractual grade level prep time (during PE/Music and/or the designated middle school period).	Same contractual grade level prep time	
Meetings	Same contractual meeting expectations as on-site teachers (PLC, staff meetings, IEPs, 504, SSP, etc.)		
Weekly Engagement Monitoring	Administrators will be attending at least 5 live sessions per week.	<ul style="list-style-type: none"> Site administrators will be attending at least 5 live sessions per week. ESS Administrators observe as needed. 	ESS Administrators observe as needed.
Evaluation	Regular evaluation process/cycle to be followed. Observations will be conducted during virtual live lessons.		

IEP Meetings & Documents	IEP meetings will be held via Google Meet or Zoom Staff will be expected to print and send originals documents to ESS office within 7 days
Assessments and Services	Staff will schedule in-person appointments with students (individual/small group) to complete assessments and provide other services following health and safety protocols.
Prior Written	<ul style="list-style-type: none"> ESS will send mass PWN to families regarding virtual distance learning services for the 2020/21 school year

Notice	<ul style="list-style-type: none">• ESS will develop a template for PWN regarding how SAI will be provided through a combination of synchronous and asynchronous instruction/learning for Preschool, SDC, ASD, and FSP classes.
Amendments	Staff will need to complete an IEP amendment if a student is unable to participate in virtual services with the same frequency/duration as described in the current IEP.
Emergency Plans	NEW... All IEPs are now required to include an emergency plan for services and supports in the event of a school closure exceeding 10 days. Staff will receive training on how to develop and document an emergency plan and will be expected to update each IEP no later than the annual IEP during the 2020/2021 school year.