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

#### **Contract Revision 5/2019**

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

#### B. ASSOCIATION RIGHTS

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

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

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

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

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(2) day notice.

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

is understood that in cases of emergency the principal may waive the two

## ASSOCIATION OBLIGATIONS AND RIGHTS Continued

such expense.

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

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

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

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

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

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

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

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

# ASSOCIATION OBLIGATIONS AND RIGHTS Continued

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

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# ARTICLE IV CONSULTATION RIGHTS

- 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.

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#### **Contract Revision 5/2019**

#### **ARTICLE V**

#### **HOURS OF EMPLOYMENT**

A. All employees covered by this contract shall report for regularly assigned duties unless formally excused. Any such employee failing to comply with the provision of this section shall be deemed to have refused employment.

- B. The time of arrival shall be not less than twenty (20) minutes before school begins.
- C. Each employee shall be entitled to a thirty (30) minute duty free lunch period or duty free school scheduled lunch period, whichever is longer.
- D. The time of departure shall be not less than twenty (20) minutes after school is dismissed
- E. The principal or immediate supervisor shall have the authority to excuse employees earlier than the time states; however, such authority is at the discretion of the administrator and shall not serve as precedent for any like request. Each request for an early dismissal shall be individually considered by the administrator.
  - 1. Middle School teachers will have a preparation period scheduled the length of one (1) class period as a part of the regular school day. Teachers may be called upon during the preparation period to assist and provide coverage when no substitute is available. Volunteers will be solicited on a rotational basis beginning with the most senior teacher first. If there are no volunteers the site administrator will assign a teacher to provide coverage. Such coverage shall be on a rotational seniority basis with the least senior teacher being called on first for coverage. The least senior teacher would provide coverage for the first incident; the next senior

#### **HOURS OF EMPLOYMENT** Continued

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

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

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

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

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

- Professional Responsibilities b.
  - Examples of these responsibilities include:
    - Back-to-School Night

Open House

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Parent/Student Conferences

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to the Superintendent regarding in-service training.

Each school year, release days shall be provided per school site for the purpose

# HOURS OF EMPLOYMENT Continued

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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.

#### **Contract Revision 01/14**

### **ARTICLE VI SCHOOL WORKYEAR**

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

**REGULAR** 

Preschool days

Teaching days

Total work days

Post-Service day

Staff Development Days

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Preschool days Post-Service days Regular work days Days to be determined with prior approval

Total work days 

Contract Revision 01/14 1 **ARTICLE VII** 2 **CLASS SIZE** 3 4 A. The District shall take steps to maintain average class sizes as follows: 5 6 TK - 330 7 4 - 532 8 6 - 832 9 P.E. 45 (Middle School) 10 11 B. Because of their unique characteristics, instrumental music and chorus are 12 excluded from the class size averages. 13 14 C. 15 It is recognized that certain specialty programs at middle schools will require class size limitations due to safety, facility limitations, and curriculum needs. 16 17 D. It is recognized that unusual and unforeseeable situations sometimes arise which 18 make it impossible to maintain the above stated averages in the District classrooms. 19 20 E. In no case will unusually large classes (those exceeding 34) be maintained for more 21 than four (4) weeks after the opening of school. 22 23 F. The District shall attempt to keep all classes within the stated averages. The parties 24 understand that budgetary constraints and availability of classrooms are all primary 25 factors that affect placement of students in classes. 26 27 G. Management will work towards maintaining heterogeneously balanced classes. 28 Heterogeneous classes are evenly balanced in relation to boys/girls, academic 29 abilities, differences in behavior and special needs students (including students with 30 active IEPs or EL students). 31 32 Exceptions may exist at particular school sites as a result of collaborative efforts/or 33 special programs designed to address the unique needs of students and staff. 34

## CLASS SIZE Continued

- H. The staffing ratio for Speech and Language Pathologists will be 55:1 full-time SLP based on January/February caseloads plus 10% for growth.
  - Guidelines for equitable workloads will be established using such factors as, but not limited to:
    - Individual caseloads at a maximum of 60 students per full-time
       Speech/Language Pathologist
    - Number of sites
    - Geographic area to be covered
    - Travel time required
    - Type and severity of disabling condition
    - Type and amount of assessment and intervention

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

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

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ARTICLE VIII
EVALUATION PROCEDURE

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

#### PROCESS FOR PHASE I PROBATIONARY AND TEMPORARY EDUCATORS

- E. Supervisors will complete a Summative Evaluation (F-4) each year for all Phase
   1 temporary and probationary educators. The evaluation will include at least one
   (1) formal observation cycle in addition to other evidence of performance.
  - (1) The educator and supervisor will complete an evaluation agreement (F-1).
  - (2) The evaluation agreement shall be based on the California Standards for Teaching Profession and the following:
    - a. Instructional goals and/or objectives.
    - b. Personal and professional development goals and/or objectives.
    - c. Standards for classroom control and learning environments.
    - d. Other duties and responsibilities.
  - (3) The formal observation cycle will consist of a Formative Observation pre and post (F-2) completed by the educator and a Formative Observation (F-3) completed by the supervisor.

#### PROCESS FOR PHASE II AND III PERMANENT EDUCATORS

#### PROFICIENT RATING

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

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

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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

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"

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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

### **EVALUATION PROCEDURE**Continued

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. Immediate supervisor will conduct a minimum of three (3) formative observations prior to March 1<sup>st</sup> (F-2, F-3).

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

#### CRITERIA FOR OVERALL RATING OF "PROGRESS NOT EVIDENT"

Phase I, II and III

At least three elements marked as "Progress Not Evident"

#### ACTION PLAN FOR "PROGRESS NOT EVIDENT"

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

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

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

a. Instructional goals and/or objectives.

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

c. Standards for classroom control and learning environments.

d. Other duties and responsibilities.

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

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

- K. When a supervisor determines through documented evidence, conversations and assistance that has been shared with all parties involved that an educator not in an evaluation year is in need of specific professional assistance, an Assistance Phase Plan (F-5) may be developed to address the identified areas of need. Educators receiving an overall rating of Progress Not Evident upon completion of the Assistance Plan will move to Letter I, Progress Not Evident, section of this Article.
- L. All formative observations (F-3) will be followed by a conference and written summary within eight (8) days of the observation. At the educator's option, at least one (1) formative observation may be preplanned.
- M. Any educator may request an additional observation (F-3).
- N. (1) Summative Evaluation (F-4) shall be written and a copy shall be transmitted to the employee not later than thirty (30) days before the last school day scheduled on the school calendar for the school year in which the evaluation takes place.
  - (2) The educator shall have the right to respond in writing to the evaluation.
  - (3) Such response shall be attached to the evaluation and placed in the educator's personnel file.
  - (4) Before the last school day scheduled on the school calendar, a meeting shall be held between the educator and supervisor to discuss the evaluation.

(5) Educators shall have the right to have another District certificated

### **EVALUATION PROCEDURE**Continued

educator present during an observation and/or an evaluation conference. Ο. (1) The evaluation and written observation reports shall include recommendations, if necessary, as to areas of improvement in the performance of the educator. In the event an educator is not performing his or her duties in a (2) 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. The supervisor shall confer with the educator and make specific (3) recommendations as to areas of improvement in the educator's The District shall provide assistance to enable the performance. educator to improve in the recommended areas. Ρ. The District will consult with the Association on the forms to be used for the evaluation. 

#### Contract Revision 06/2017

#### ARTICLE IX

#### TRANSFER/REASSIGNMENT PROCEDURE

A. A transfer is defined as a change in assignment of an employee from one job site to another, which does not involve a change in classification or job title. A reassignment is defined as a change of assignment within the current worksite.

B. Transfers fall into three categories:

1. Involuntary transfers that are initiated by the District

2. Transfers that are initiated at the request of the member on a voluntary basis

3. Reduction in staff

C. Job site is the location where the employee is normally assigned and performs his/her duties, or the location from which employees perform duties throughout the District.

D. The District shall consider and determine the following in making transfers:

The experience and recent training of the employee
Seniority

Quality of service to the District

The operational and educational needs of the District

E. Voluntary Transfers - Initiated at the request of an employee

 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.

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

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

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

## TRANSFER/REASSIGNMENT PROCEDURE Continued

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- 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.
  - 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.
  - 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 Continued

the decision.

2. If the open position(s) is not filled at the school site within three (3) working days, it must be posted at all schools for five (5) working days prior to being filled. Site level applicants missing the three-day deadline will interview for positions with other District applicants. Outside applicants may be considered for open positions upon completion of a five (5) day posting and interview of any interested permanent/probationary employee.

3. An interview of all in-District applicants will be conducted by a panel consisting (when possible) of, but not limited to, a site administrator and two (2) teachers. The committee will make a recommendation. The final decision to be made by the District. (Criteria in "D" shall apply.)

4. Employees not selected are entitled to a conference with the site administrator regarding their interview.

5. Any openings occurring after the close of the school year in June, prior to August 1st, will be advertised by mail to school site employees of the school where there is an opening, then to all applicants for transfer (who have not been reassigned).

6. Vacancies occurring after August 1st through the current school year shall be filled at the discretion of the District. After the opening of the school year, a probationary/permanent employee working less than full-time may be considered for any increase in assignment available in the District.

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# ARTICLE X LEAVE: ASSOCIATION

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.

ARTICLE XI 1 **LEAVE: BEREAVEMENT** 2 3 A. Employees are entitled to a leave of absence not to exceed three (3) days, or five 4 (5) days if travel required is beyond 250 miles one way, on account of a death of 5 any member of their immediate family. 6 7 B. Employees will be entitled to five (5) days of leave of absence if family member is 8 the spouse or child of the employee. 9 10 C. No deduction shall be made from the salary of such employee nor shall such leave 11 be deducted from leave granted by other sections of this contract. Except as 12 provided under Section E of this Article. 13 14 D. Members of the immediate family, as used in this contract, means the mother, 15 father, grandmother, grandfather, or grandchild of the employee or of the spouse 16 of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, 17 18 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 19 household of the employee. 20 21 E. If an employee has no sick leave, they may be granted upon reguest up to five (5) 22 days extended bereavement leave for which the rate for the substitute is deducted 23 from pay. 24 25 26 27 28 29 30 31 32 33

# ARTICLE XII <u>LEAVE: DISTRICT LIABILITY</u>

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.

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#### ARTICLE XIII LEAVE: INDUSTRIAL ACCIDENT OR ILLNESS

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.)

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.

- During any paid industrial leave of absence, Temporary Total Disability checks will C. 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 Continued

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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.

When available leaves of absence have been exhausted and the employee is not medically able to assume the duties of his/her position, he/she may be terminated. An employee shall be eligible for re-employment upon submission of a physician's statement that he/she is able to assume his/her duties.

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

### ARTICLE XV

#### **LEAVE: LEAVE OF ABSENCE**

A. A Leave of Absence may be granted a probationary or permanent employee.

B. A Leave of Absence is an extended absence from duty for a prescribed period of time specifically authorized by the District, not to exceed twelve (12) months; however, a one (1) year extension may be granted, at the discretion of the Board of Education. Such leaves are normally granted for reasons of health or academic advancement.

C. A written request for a Leave of Absence shall be submitted to the employee's principal, and then to the Superintendent. The request must specifically state the reason for the request and its duration. The Superintendent will present a recommendation for approval or disapproval to the Board. Time spent on a leave of absence without pay shall not count toward salary step advancement.

D. Employees given Leaves of Absence for an academic year shall give the District written notice on or before March 1 of their intention to return. Failure to notify the District shall constitute a resignation on the part of the employee; such resignation may be accepted by the Board at any time within twenty (20) days after the due date of the required notification by the employee. At least ten (10) days prior to March 1, the Superintendent will remind the employee of the obligation by certified letter.

E. A request for a leave based upon a reason not specified in this article will be considered by the Superintendent and the Board, from the standpoint of value to the District, urgency of the request, and the employment record of the employee making the request.

F. An application for Leave of Absence for reasons of personal health must be

# LEAVE – LEAVE OF ABSENCE Continued

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

**ARTICLE XVI LEAVE: LEGISLATIVE** Employees who are elected to the State Legislature shall be granted a leave of A. 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. 

ARTICLE XVII 1 **LEAVE: PERSONAL BUSINESS** 2 3 A. Permission to be absent without pay may be granted for urgent personal reasons 4 for a maximum of six (6) days in any school year. Personal business leaves are 5 not granted to extend a vacation period or to provide additional days off 6 immediately preceding or following a holiday. Personal business leave may be 7 granted for the following reasons: 8 9 1. Unavoidable transportation delay, immediate telephone notification 10 required, in lieu of prior notification 11 12 2. Marriage 13 14 3. Attendance at graduation ceremonies involving a member of the immediate 15 family 16 17 Participation in college graduation ceremonies 4. 18 19 Attendance as officer or delegate at religious, civic, or fraternal convention 5. 20 21 6. Funeral attendance 22 23 7. Emergency child-care problems, immediate telephone notification required, 24 in lieu of prior notification 25 26 8. Religious holiday 27 28 9. Attendance at wedding 29 30 10. Taking examination 31 32 33

# LEAVE – PERSONAL BUSINESS Continued

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

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

## ARTICLE XVIII

#### LEAVE: PERSONAL NECESSITY AND COMPELLING PERSONAL IMPORTANCE

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

# LEAVE – PERSONAL NECESSITY AND COMPELLING PERSONAL IMPORTANCE Continued

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

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

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

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

1. Engaging in other employment

2. Work stoppage or strike

3. Any illegal activity

4. To extend any of the following school recess periods: 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.

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#### **ARTICLE XIX-A LEAVE: FAMILY AND MEDICAL LEAVE**

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5 Employees who have completed one year of full-time service in probationary or 6 permanent status during the previous one year period and are currently employed full 7 Itime by the District have the right to request an unpaid leave of absence for up to 12 work 8 weeks within a 12-month period for the purpose of caring for a new baby, a newly 9 adopted baby, or a newly placed foster child or for a child, spouse, parent, or employee 10 with a serious health condition.

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12 Health insurance coverage to the level of the benefit cap shall be maintained and paid for 13 by the District for the duration of the leave not to exceed 12 work weeks in a 12-month 14 period. The District may recover the premium paid for the employee during the leave if 15 the employee fails to return from leave after the period of leave has expired for a reason 16 other than the continuation, recurrence, or onset of a serious health condition that entitles 17 the employee to leave or other circumstances beyond the control of the employee.

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There is no carry-over of unused leave; Family Care Leave does not accumulate from 20 year to year.

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"Parent" means a biological, foster or adoptive parent, a stepparent, a legal guardian, or 23 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 25 an employee standing in loco parentis who is either under 18 years of age or is an adult 26 dependent child who is incapable of self-care because of a mental or physical disability.

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28 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 30 in connection with the birth, adoption, or foster care of a child that would allow the parents 31 Family Care Leave totaling more than a combined total of twelve work weeks in a twelve-32 month period specified in the first paragraph of this article.

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34 **|The** employee shall provide reasonable advance notice to the District of the 35 need for Family Care Leave, the date the leave will commence, and the estimated

## LEAVE – FAMILY MEDICAL LEAVE Continued

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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 written advance notice. 5 If verification is required by the District to verify the serious illness of the child, spouse, parent, or employee, the District may accept medical verification by the treating health professional. 8 Seniority protection - This leave does not constitute a break in service for seniority under any collective bargaining agreement or employee benefit plan. 11 12 Family Care is an unpaid leave of absence unless an employee elects to use accrued 13 vacation or other appropriate paid leave. When available paid leave is exhausted, the 14 balance of the family leave, if any, is unpaid. 15 16 Employees who do not qualify for the Family Leave Act may be eligible for other leave 17 provisions provided by the contract. Pregnancy and Maternity Leave is in addition to 18 provisions of the Family and Medical Leave Act. (Refer to Article XIX - B, Leave: Pregnancy and Maternity.) 19 20 21 Upon return from an FMLA leave, an employee is entitled to return to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions 23 of employment, including the same work site (if available). However, the employee has no right to return to the same position if it is no longer available. The determination of whether a position is equivalent shall be based on established school board policies and collective bargaining agreements. 27 28 29

#### 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.

#### ARTICLE XX

#### **LEAVE: REQUESTED ABSENCE FROM ASSIGNED DUTIES**

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

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#### **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, parentsin-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.
  - The Catastrophic Leave Committee will determine the number of days eligible employees may receive.
  - 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.

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- d. The Catastrophic Leave Committee's decision to deny the employee's request to receive donated leave credits is final and is not subject to review or appeal under the grievance or any other procedure.
- 8. If the Catastrophic Leave Bank exhausts all available sick leave, there is no obligation to provide sick leave to any eligible employees.
- If the option of the Catastrophic Leave Bank is negotiated out of the contract, then the District and the Association agree to negotiate how the remaining sick leave days will be utilized.
- 10. The Association will not be held responsible for the District's determination of eligibility. The District will not be held responsible for the Association's distribution of sick leave days in the Catastrophic Sick Leave Bank.

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 1 **GRIEVANCE PROCEDURE** 2 <u>Definitions</u> 3 Α. 4 1. A "grievance" is a claim by an employee that there has been a violation, 5 misinterpretation, or misapplication, of a written provision of this Agreement. 6 7 2. A "day" is an employee duty day. 8 9 3. A "grievant" is the employee or the Association making the claim. 10 11 4. An "immediate supervisor" is the principal or supervisor having jurisdiction 12 13 over the employee filing the grievance and who has the authority to resolve the grievance. 14 15 5. A "representative" is an employee or representative of the Association or 16 legal counsel who participates in this procedure. 17 18 B. **General** 19 20 1. The purpose of this procedure is to secure, at the lowest possible 21 administrative level, solutions to grievances. Both parties agree that these 22 proceedings will be kept as informal and confidential as may be appropriate 23 at any level of the procedure. 24 25 2. An employee may present grievances to the District and have such 26 grievances adjusted without the intervention of the Association as long as 27 the adjustment is not inconsistent with the terms of this agreement. The 28 District shall not agree to the adjustment or resolution of a grievance until 29 the Association has received a copy of the grievance and the proposed 30 resolution, and has been given five (5) days to file a response. 31 32 33

#### GRIEVANCE PROCEDURE

- 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.
   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.

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Informal.

1	9.	Since it is important that grievances be processed as rapidly as possible,
2		the time limits specified at each level shall be adhered to. The time limits
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4	10	). In the event a grievance is filed at such a time that it cannot be processed
5		through all levels by the last day of the school year, and if left unresolved
6		until the beginning of the following school year could result in harm to a
7		grievant or to the District, the time limits will be reduced by agreement of
8		the parties, so that the procedure may be exhausted as soon as
9		practicable.
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11	C. <u>N</u>	on-Grievable
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13	Tł	ne following are not grievable:
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15	1.	The termination of services of or failure to reemploy any probationary
16		employee.
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18	2.	The termination of services of or failure to reemploy any employee to a
19		position for which extra compensation is received.
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21	3.	·
22		established by law or by regulation having the force of law. Examples of
23		other procedures or forums include, but shall not be limited to: EEOC,
24		FEPC, Workers Compensation Appeals Board, Unemployment
25		Compensation Commission.
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27	4.	Any matter involving employee evaluation content.
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29	D. <u>Pr</u>	<u>rocedure</u>
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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. Failure to do so will render the grievance null and void. The immediate supervisor and the employee shall meet and attempt to resolve the matter within three (3) days after the presentation of the grievance. It is the intent of this informal meeting that at least one (1) personal conference be held between the employee and the immediate supervisor.

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#### 2. Formal

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

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

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

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

	Continu	eu	
1			procedures of the American Arbitration Association.
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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.	Miscel	<u>laneous</u>
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

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

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

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

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

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

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

30 31

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

# ARTICLE XXV PROFESSIONAL GROWTH CREDENTIAL REQUIREMENTS

Requirements for Those Who Receive Clear Multiple or Single

Subject Credentials on or After September 1, 1985

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

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#### **ARTICLE XXVI** SALARY AND SALARY ADVANCEMENT

#### Α. 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.
  - 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:

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

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2. Maximum number of units:

- a. Employees will be allowed to take six (6) units per semester during the school year.
- b. Units taken beyond six (6) per semester may be banked for future use with the approval of the Assistant Superintendent-Personnel. The decision is final and not appealable to the Superintendent or Board or through the grievance procedure.
- C. The number of semester units taken during the summer will not be limited.
- 3. Procedures for application for salary advancement:
  - 1. Employees planning to receive credit for courses are required to submit District Form #55 to the Assistant Superintendent-Personnel prior to enrollment.
  - 2. In consultation with the site administrator, the Assistant Superintendent-Personnel will consider such requests for application to the salary schedule. It shall be the responsibility of the Assistant Superintendent-Personnel to consider each request, individually, without precedent to any other like The decision of the Assistant Superintendentrequest. Personnel is final and is not appealable to the Superintendent or Board or through the grievance procedure. The following standards will be used by the Assistant Superintendent when evaluating requests:
    - 1. Upper division or graduate courses.
    - Lower division courses.

## SALARY AND SALARY ADVANCEMENT Continued

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

#### 4. Procedures after receiving course approval

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

#### 5. Procedures for receiving salary advancement

- 1. All course work must be completed prior to the first day of service for the new year.
- Transcripts or grade cards must be turned in by August 10 to have salary advancement reflected on employees August paycheck.
- 3. Employees must submit transcripts or grade cards prior 49

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

- For employees turning in transcripts or grade cards after August 10, salary adjustments retroactive to the beginning of the school year will be made on their next regular paycheck.
- C. Compensation for Student Independent Study
  - 1. Employees will receive six dollars (\$6.00), (or an equal portion of six dollars (\$6.00) if sharing a contract or at a middle school), for every day of ADA earned by the student during their Independent Study absences. Employees will receive salary earned for the academic year by July 30. This change will become effective for the 2017/2018 school year.

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# ARTICLE XXVII HEALTH AND WELFARE BENEFITS

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

1. Employees Income Protection Insurance:

\$100 of total certificated payroll

- 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 InsuranceUpon retirement, an employee may elect one of the options set forth below:
  - 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.
  - 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.

- 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.
- Once an employee chooses non election of medical benefits, he/she may not re-enroll.
- 5. The medical plan(s) available to retirees shall be the same plan(s) available to an active employee in the month of receipt.
- 6. Retirees enrolled in medical benefits may purchase dental and/or vision.
- 7. Entitlement to a District-paid contribution for medical shall cease on the death of the retiree or at the end of the month in which the early retiree reaches sixty-five (65) years of age.
- D. Employees who are on approved leave of absence without pay under the Family Care Leave Act will retain medical insurance benefits only for the duration of their leave not to exceed twelve (12) work weeks in a twelve-month period.
- E. Employees who are on an approved leave of absence without pay may retain the total health and welfare benefits package provided they make arrangements with the Business Office to pay the total premium costs for such benefits on a quarterly basis in advance.
- F. Pregnancy and Maternity Health & Welfare Benefits: If an employee works 50% or more work days in a month, District pays 100% of benefits for that month. If an employee works less than 50% of the work days in a month, the employee's

# HEALTH AND WELFARE BENEFITS Continued

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

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

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

# 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 Il reimburse employees for the use of

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 <u>EFFECT OF CONTRACT</u>

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

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

ARTICLE XXXII **WAIVER** During the term of this contract, the Association expressly waives and relinquishes A. 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. 

#### **Contract Revision 01/14 ARTICLE XXXIII COMPLAINT PROCEDURE** A formal complaint made by a parent/guardian about an employee shall be referred A. to the employee as soon as possible. B. In the event a three (3) way conference is scheduled, the employee and immediate supervisor will meet to discuss the complaint prior to the conference. C. Initial complaints to the Central Office shall be directed to the school site. D. Unresolved complaints at the school site level may be referred to the Central Office. E. In the event a conference is scheduled at the Central Office level, the employee, his/her immediate supervisor and the Superintendent or designee will meet to discuss the complaint prior to the conference.

#### **ARTICLE XXXIV** 1 **DISCIPLINE-SHORT OF DISMISSAL** 2 3 Employees may be subject to discipline short of dismissal for just cause with due Α. 4 process. 5 6 B. Incompetent teaching shall not be subject to discipline under this article. 7 8 C. Discipline is defined as suspension of duties without pay of up to fifteen (I5) 9 working days. 10 11 D. Prior to discipline being administered, an employee may be warned or 12 reprimanded orally or in writing. However, the degree of reprimand or discipline 13 administered in any situation shall depend on the frequency and/or severity of the 14 infraction. 15 16 E. The Superintendent or designee may discipline an employee. 17 18 F. The Superintendent or designee shall meet with the employee to discuss the 19 matter prior to serving notice of disciplinary action. 20 21 G. The District shall serve written notice on the employee that shall include: 22 I) A statement of the disciplinary action 23 2) A statement of the reasons for the disciplinary action 24 25 Н. An employee has a right to appeal the disciplinary action by filing a grievance at 26 Level 2. For purposes of this article only, the Association may submit grievances 27 at Level 3 to binding arbitration per current grievance procedure. 28 29 I. Nothing included in this article shall preclude or affect the District's right to dismiss 30 an employee pursuant to the Education Code. 31 32 33

1 Contract Revision: 01/96 **ARTICLE XXXV** 2 **SAFETY PROCEDURE** 3 4 Employees are to be safety conscious in their own actions and are to report unsafe Α. 5 or unhealthy conditions to their immediate supervisor. 6 7 Upon receiving written notice of an alleged unsafe or unhealthy condition B. Ι. 8 from an employee, the supervisor will have the responsibility of determining 9 if in fact an unsafe or unhealthy condition exists. 10 11 2. If the supervisor determines that an unsafe or unhealthy condition does exist, 12 he/she will initiate action to correct the condition. 13 14 C. If no satisfactory solution is reached, the employee has the right to bring the unsafe 15 or unhealthy condition to the attention of the Superintendent. 16 17 D. Nurses shall be the identified bargaining unit members designated to provide or 18 conduct necessary specialized health care procedures including, but not limited to, 19 tracheostomy, ileostomies, catheterizations, and toileting except in emergency 20 situations. 21 22 The intent of the District is to ensure that a trained individual other than the 23 classroom teacher is assigned to care for the medical procedures of special needs 24 students. Classroom teachers with special needs students shall be trained in health 25 care procedures to address emergencies. 26 27 28 29 30 31 32 33

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# 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.

#### Roseville City School District Certificated Salary Schedule 2019/2020

Teacher,	Feacher, Counselor, Speech Language Pathologist, Social Worker I: 189 Workdays																				
YEAR OF		PRE-A	Α		В		B-1		С		C-1		D		D-1		E		E-1		E-2
SERVICE	En	nergency/	BA/Reg		BA/Reg Cred	BA/	Reg Cred	В	A/Reg Cred	<u>B</u> ,	A/Reg Cred	В	BA/Reg Cred	<u>B</u>	A/Reg Cred	BA	/Reg Cred	BA	Reg Cred	<u>B</u>	A/Reg Cred
<u>STEP</u>		<u>Intern</u>	Credent	<u>al</u>	<u>+15 Units</u>	<u>+1</u>	5 Units +		+30 Units	<u>+</u>	-30 Units +		+45 Units	1	+45 Units +	<u>+</u>	-60 Units	<u>+6</u>	0 Units +	-	60 Units +
						<u>N</u>	<u>lasters</u>				<u>Masters</u>				<u>Masters</u>			M	asters or		Masters &
																		<u> </u>	<u>Ooctrate</u>		<u>Doctorate</u>
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	, ,	_	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				518			61,379		66,349	\$	67,662	\$	,		,	\$	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				336			66,217	_	71,384	\$	72,697	\$	-,	_		\$	81,667	\$	82,980		84,293
10				336			66,217		77,388	\$	78,701	\$	,		84,362	\$	88,246	\$	89,559		90,872
11				336			66,217		77,388	\$	78,701	\$	,		,	\$	90,959	\$	92,272		93,585
12				336			66,217		77,388	\$	78,701	\$	,	_	,	\$	97,109	\$	98,422	\$	99,735
15				519			67,473		78,733	_	80,046		- ,	_		\$	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: 1	Nurse: 193 Workdays										
		G		Н		H-1	H-2				
<u>STEP</u>			BA/Cred +45 <u>Units</u>		BA/Cred +45 Units + Masters or Doctorate		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									
		F		F-1		F-2			
<u>STEP</u>	BA/Cred		BA/Cred + Masters or Doctorate		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			
	-								

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 Music Teacher PE Teacher Special Education Teacher Support Services
II	Salary Schedule plus <b>\$840</b> - (Rolled into Salary):	State & District Assessment Leader TK-8 EL Resource Teacher
	(Lump-Sum Stipends): (paid in two payments – Dec. & May)	Leader in Technology Education TK-5 Teacher in Charge K-5 – two stipends (unless school has AP) Foster Youth/Homeless Coordinator TK-5 (Non-Title I Schools Only) PBIS Coordinator TK-8
	Science Camp Stipend paid at event end	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 <b>\$1262</b> – (Rolled into Salary):  (Lump-Sum Stipends):	Counselor, School Nurse, Social Worker I  Leader in Technology 6-8
	(paid in two payments – Dec. & May)	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
IV	Salary Schedule plus <b>\$1617 – (</b> Rolled into Salary):	(All stipends must receive District Approval)  Adaptive Physical Education
	(Lump-Sum Stipends): (paid in two payments – Dec. & May)	Combination Class Teacher Athletic Director 6-8
	(Paid at End of Season):	Inter-Scholastic coaches 6-8 (Cross Country, Track, Wrestling teams with 40+ students receive additional stipend) 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 <b>\$2000</b> - (Rolled into Salary):	RSP, SDC, ASD, FSP, Speech Therapist
VI	<b>\$21</b> per Hour	Seminar Teacher Independent Study Teacher Detention Supervisor
VII	<b>\$32</b> per Hour	Curriculum Work/Special Projects Intervention Teacher Home/Hospital Instructor Joint Committee
VIII	<b>\$35</b> 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

## 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.

Jenrold Jorgensen	3/31/2020
Jerrold Jorgensen	(
Assistant Superintendent Personnel Services	Date
	3/31/2020
Cory Maday	
Negotiations Chair, Roseville Teachers' Association	Date

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

#### "CHAMPIONS ACADEMY" DISTANCE LEARNING PROGRAM

The Roseville City School District ("District") and the Roseville Teachers' Association ("Association") enter into this Memorandum of Understanding ("MOU") regarding the implementation of a distance learning program for the 2020/2021 school year on the 25th day of September 2020.

The parties agree there is a need to provide a distance learning program in order to meet the needs of students and staff and with the safety of all being a priority. The parties recognize that some staff may not be able to physically return to school in November of 2020. Further, the parties recognize that some families may choose to enroll their students in an alternative educational setting next year even if school sites physically reopen in any way. This agreement is in effect for the 2020/2021 school year and shall not be precedent-setting for future contract negotiations:

- 1. District will determine staffing needs according to student requests to remain on distance learning. Staffing will be based upon the number of positions needed for each grade level/subject at each site for the hybrid program and the number of staff needed for those students wishing to remain on distance learning.
- 2. Article IX Transfer/Reassignment Procedure will be used to assign current staff to fill hybrid and distance learning positions. If more than one person at a grade level/subject volunteers for distance learning the most senior (district seniority) will be selected. Volunteers will submit interest forms to the site administrator and personnel office. If there are no volunteers the least senior (district seniority) from the grade level will be transferred to distance learning. When possible, preferred consideration for placement in the distance learning program will be given to staff submitting documentation 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
- 3. At the end of the 2020-2021 school year, all voluntary and/or involuntary transfers into the distance learning program 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.
- 4. Should a staff member submitting medical documentation not be selected for the

- program they may submit a leave request. The District will follow HR 6201 for the 2020/2021 school year and the negotiated agreement for any COVID-19 related leaves.
- 5. Staff will follow the attached <u>Champions Academy Elementary Guidelines</u> and <u>Champions Academy Middle School Guidelines</u>
- 6. Staff members will adhere to state regulations for distance learning including daily and weekly documentation of student participation, utilizing curriculum equivalent to in-person instruction, and daily live interaction with staff and peers for students. Staff members are expected to record and post lessons for student use.
- 7. Program will be assigned a budget and staff will be provided necessary supplies and equipment as needed.
- 8. Staff members will follow the negotiated contract between the Roseville City School District and the Roseville Teachers' Association with the following exceptions:

#### a. Article V. Hours

- i. A, B, C. D Staff will work contractual time as stated in contract.
- ii. F. Current allotment of preparation time will be followed but may be provided in different formats.
- iii. G.1.b Professional responsibilities staff will follow contract with exception of school day supervision. Staff will attend PLCs with the "Champions" cohort. May choose to participate in PLC's at school sites.

#### b. Article VI. Workday

i. A. - Staff will work the same contractual year. Instructional time will follow the PLC Monday schedule.

#### c. Article VII. Class Size

i. A. - Elementary school class size will be per contractual agreement within a maximum of two grade levels. Middle school class size will be a maximum of 50 students per facilitator with a maximum of three grade levels.

#### d. Article VIII. Evaluations

- i. Regular supervision schedule will be followed. Supervisor will participate in virtual lessons in place of in-person observations.
- 9. Staff 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 day and are not able to provide the daily instruction shall notify their supervisor and submit an

absence in Absence Management/AESOP.

- 10. Staff members absent will communicate with parents and share assignment plans with students and admin unless the absence is an emergency. If a teacher is absent for an extended period of time, a sub will be trained to take over (mimicking what would happen on a site.)
- 11. District will follow HR 6201 for the 2020/2021 school year in combination with the negotiated contract for any COVID-19 related leaves (complete HR6201 leave form). 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.

It is understood the development of the distance learning program is fluid and the District and Association will mutually review and discuss 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.

Date

Jerrold Jorgensen

Assistant Superintendent

Personnel Services

Roseville City School District

-

Carolyn Hoffman

Date

Co-Chair Negotiations

Roseville Teachers' Association

Nicole Jordan

Date

Co-Chair Negotiations

Roseville Teachers' Association



## **Champion's Academy Guidelines**

	Components:					
	Elementary					
Welcome-Review of Learning Objectives of day	-Teachers will conduct a live/recorded welcome to the day.  -Daily Reading and Math lesson -Writing lesson-3 times per week -Social Studies, Science- 2 times per week -iReady math/ELA lessons -Ongoing formative and summative assessments *Recorded lessons for students to access later					
Core subject teaching						
PE, Elective	-PE lessons provided by PE teacher-independent activities/videos -Music lessons provided by music teacher-independent activities/videos					
SEL	-Whole group classroom culture activity (Second Step, ART, etc) -30-45 minutes weekly					
	Time Expectations:					
verieri ye	Elementary					
Space MonatioM Space space of space and Space of space	Potential Elementary Schedule  TK-2nd: ELA, Writing, Math - (60-120 minutes daily)  3rd-5th: ELA, Writing, Math - (120-150 minutes daily)  Daily Independent Reading - (30-minutes daily)  Social Studies/Science - (90 mins weekly)  Social-Emotional Learning - (30 min weekly)					
1990 2000 05	Delivery Method:					
no Cliffe Moderner of Sand	Elementary					
Whole Group	-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					

	-Students will be seen a minimum of 3 times per week for Reading or Math in small groups
Individual Instruction	-Weekly -Personalized instruction time -Goal setting and progress monitoring -Feedback
Feedback and Assessment	-Teachers will regularly assess students around grade-level essential standardsTeachers will formally report feedback, progress, and grades to students halfway and at the end of each trimesterGrades will be reported in this "online program" because parents are making a choice to be in the program.
Prep Time	-Same contractual grade level prep time as the on-site teachers (to be planned into the weekly schedule)
Meetings	-Same contractual meeting expectations as on-site teachers (PLC, staff meetings, IEPs, 504, SSP, etc.)
Curriculum Pacing	-Teachers will follow the scope and sequence for the designated course
Communication	-One time per week teachers will have a 30 minute designated time slot for parents/students to ask questions. This will be done by a digital sign up program, i.e Google Calendar, Form, etcTeachers will respond to the parent or student communication within 24 business hours.
Format	-Need consistency in lessons, format, setup, digital platform

	Monday	Tuesday	Wednesday	Thursday	Friday			
8:30 - 8:35	Morning Message	Morning Message	Morning Message	Morning Message	Morning Message			
	5 mins	5 mins	5 mins	5 mins	5 mins			
8:35-8:55	ELA	ELA	ELA	ELA	ELA			
	20 mins	20 mins	20 mins	20 mins	20 mins			
8:55 - 9:25	20-30 min: Inde <sub>l</sub>	20-30 min: Independent ELA Practice (Could pull small intervention groups to support ELD or Struggling students with independent work)						
9:25 - 9:45	Math	Math	Math	Math	Math			
	20 mins	20 mins	20 mins	20 mins	20 mins			
9:45 - 10:05	20-30 min: Indep		e (Could pull small in students with indepen		support ELD or			
10:05 - 10:30	Break							
10:30 - 10:50	Writing	Independent	Writing	Independent	Writing			
	20 mins	Writing	20 mins	Writing	20 mins			
10:50 - 11:10	Culture Activity	Social Studies	Small-Group	Science	One-on-One Mtg.			
	30 mins	30 mins	30 mins	30 mins	30 mins			

11:10 - 11:40	30 min: Independ	30 min: Independent Reading (Could pull small intervention groups to support ELD or Struggling students with independent work)				
11:40 - 12:40		1 hour Lunch				
	Independent Activ	vities (Could pull small intervention groups to support ELD or Struggling students				
12:40 - 2:00		with independent work)				
2:00-3:30 PLC/Prep		Prep/Office Hours (1 x Weekly)				

### RCSD: Champions Academy Secondary Teacher Advisory Expectations/Responsibilities and Sample Schedule

Responsibility	Time	Frequency	Expectations
Whole Group Meetings/Check In	30	5x week	Zoom check-in for attendance, check-in, SEL lessons, study skills lesson, etc.
Office Hours	60 min	Daily	Open office hours for students/parents daily
Review of Formative Assessments	60	lx week	Review assessments to and assign reteaching/practice
Individual Meetings with Students*	10 - 15 min per Student	As needed	See below. *Check-ins monitor progress but also serve as a wellness check/social- emotional support for the students
Prep (Review Work/Student Dashboard & PD)	220	Weekly	Online PD for Edgenuity/planning for intervention needs. View Dashboard of each student, determine if falling behind or going too fast. Next steps, see below*
PLC/Staff Meeting	70/60	Weekly/Monthly	Meet with Champions teachers 70 minutes weekly; Meet for staff meeting 60 minutes 2x month
Summative Assessment Open Session	60	2-5x week	Zoom for Students taking assessments
Before School/After School	60	Daily	Prepare for Day, Attendance Check - sign off on attendance, respond to email, etc., set-up 1:1 Parent/Student Meetings

*Criteria for remediation/intervention								
Type of Concern	How Long	Remediation Expectation						
Falling Behind	1 week	Schedule a meeting with student and parent to establish a work plan						
Working too fast, making many errors	1 week	Schedule a meeting with student, meet 1:1 up to 15 minutes per subject area.						

### SAMPLE SCHEDULE (intended to provide guidance only - days/times of expectations are flexible)

Time	Monday	Tuesday	Wednesday	Thursday	Friday	
8:10-8:30	Prep - Review Work/Student Dashboard					
8:30-9	Morning Meeting					
9-10	Office Hours	Ind. Stu. Meetings	Ind. Stu. Meetings	Office Hours	Ind. Stu. Meetings	
10-10:15	Break (15)					
10:15-11:30	Assessment Open Session	Ind. Stu. Meetings	Ind. Stu. Meeting	Ind. Stu. Meeting	Office Hours	
11:30 - 12:30	Lunch (1 hr)					
12:30-1:30	7.10	Office Hours		Office Hours	Assessment Open	
1-1:30	Ind. Stu. Meetings	Review Formative	Prep/ PD	Ind. Stu. Meetings	Session	
1:30-2	(12:30 - 1:50)	Assessments	(30 min)		Prep/PD	
2-3	PLC (70 min) 1:50 - 3:00	Assessment Open Session	Assessment Open Session	Assessment Open Session	(90 min)	
3-4	Off	Off	Staff Meeting (2x monthly)	Off	Off	

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

## SPECIALIZED SERVICES RETURN TO CAMPUS COVID-19 PRECAUTIONS

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

The parties agree the provision of limited instruction, targeted support services, and facilitation of distance learning for a specified subset of children is important for supporting their educational and social-emotional needs. Specialized services include but are not limited to students with disabilities, English Learners, students at risk of further learning loss, students not participating in distance learning, students at risk of abuse or neglect, foster youth, and students experiencing homelessness. The parties also agree the safety of our students and staff is a priority. To meet these important needs the parties agree to the following:

- 1. The District will follow California Department of Public Health (CDPH) guidelines for returning students to campus in small cohorts/groups for assessment and instruction.
  - a. Cohorts should stay together for all activities and avoid contact with people outside their group.
  - b. Students may be divided, as needed, into subgroups of children from the same cohort.
  - c. One to one specialized services may be provided to a child by a support service provider that is not a part of the child's cohort. In addition, specialized services may be provided to an individual student not in a cohort on a one-on-one basis. Specialized services include but are not limited to occupational therapy, speech and language, medical, behavioral, educational support for targeted intervention or assessment such as those related to English Learner status, IEP's or other required assessments.
  - d. Physical distancing between adults must be maintained as much as possible and face coverings must be worn by all staff and students at all

times, pursuant to the CDPH Schools Guidance regarding face coverings.

- e. Physical distancing between children in the same cohort should be balanced with the developmental and social-emotional needs of this age group.
- f. Staff and students from one cohort should refrain from physical interaction with staff and students from other cohorts. Special activities such as art, music, physical education, and playground activities should be scheduled at separate times.
- g. Meetings among staff from different cohorts must be conducted remotely, outdoors, or in large meeting spaces with all staff wearing cloth face coverings and maintaining six feet of distance.
- 2. 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.
- 3. CDPH 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 physical 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
- 4. Staff will follow the attached <u>In-Person Assessment/Service Guidelines</u> and ASD/FSP In-Person Guidelines.
- 5. Staff will self-screen each day before coming to school.
- 6. Full Personal Protective Equipment (PPE) will be made available to staff.
- 7. Staff will be trained on the use of disinfectant and sanitation supplies will be made available to staff.

- 8. School facilities will be cleaned on a daily basis with emphasis on frequently touched areas.
- 9. Staff will refrain from bringing and/or remove all personal items/furniture in order to maximize the physical space in the classroom.
- 10. District will determine staffing needs according to student requests to continue distance learning or return to school. Staffing will be based upon the number of positions needed for each program at each site.
- 11. Article IX Transfer/Reassignment Procedure will be used to assign current staff to fill distance learning positions should enrollment dictate the need. If more than one person at a grade level or program volunteers for distance learning the most senior (district seniority) will be selected. Volunteers will submit interest forms to the site administrator and personnel office. If there are no volunteers from the grade level or program the least senior (district seniority) will be transferred to distance learning. When possible, preferred consideration for placement in the distance learning program will be given to staff submitting documentation 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
- 12. District will follow HR 6201 for the 2020/2021 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
  - 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
- 13. 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-19.

It is understood the circumstances for returning to school are fluid and the District and Association will mutually review and discuss 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.

9-15-200

Assistant Superintendent

Personnel Services Roseville City School District Co-Chair Negotiations

Roseville Teachers' Association

e Jordan

Co-Chair Negotiations

Roseville Teachers' Association



## **In-Person Assessment/Individual Service Guidelines**

Before the Session			
Assessment/ Service Location	<ul> <li>Identify an assessment/service location on campus that allows for the following:         <ul> <li>Physical distancing</li> <li>Windows/doors to allow for ventilation and air circulation</li> <li>Close proximity to sink for handwashing</li> </ul> </li> <li>Identify necessary assessment/instructional materials including sufficient writing utensils, manipulatives, and reinforcers to avoid students utilizing the same materials</li> </ul>		
Scheduling Session	<ul> <li>To the extent possible, coordinate with other service providers to schedule sessions on the same day to reduce the number of times parents need to bring a student on campus</li> <li>At least one-week prior contact family by phone or email to schedule appointment         <ul> <li>Review expectations and health and safety protocols for families-Parent/Guardian Notification form (Spanish Version)</li> <li>Request parent return form/respond by email acknowledging they have received a copy of expectations and health and safety protocols and agree to in-person assessment/service</li> <li>Document all attempts to communicate with parent and responses (saved emails or phone logs are sufficient documentation)</li> </ul> </li> </ul>		
Day of the Assessment/ Service	<ul> <li>Staff complete self-screening for symptoms before coming to school.</li> <li>Ensure all testing/instructional materials are thoroughly cleaned</li> <li>Set up all barriers, partitions, plexiglass, and materials that may be needed during the session</li> <li>Ensure you have all necessary personal protective equipment (i.e. masks, face shields, gloves, plexiglass, gown, etc.)</li> <li>Ensure hand sanitizer and cleaning supplies are readily available</li> <li>Inform front office staff of students who will be arriving at the office prior to the session.</li> </ul>		
	During the Session		
Arrival	<ul> <li>Staff, parent, and student* wear face covering</li> <li>Meet parent/student at a designated area (ex. Front office)</li> <li>Collect signed copy of parent/guardian notification form (have extra forms available in the front office for parents to sign).</li> <li>Parent waits in a designated area or agrees to a specific time to return for pick-up <ul> <li>If a parent remains with a student during sessions, parent must wear face covering and adhere to health and safety protocols.</li> </ul> </li> <li>Student washes hands or uses hand sanitizer prior to entering session location</li> </ul>		

#### Assessment/ Provide new/cleaned writing utensils and materials for each student in a container Service Session Review session norms with student • Keep face covering on at all times • Identify break area for student • Locate student restroom and review hand washing routine • Recognize this is "different" and attempt to normalize the situation Maintain safe social distance and utilize plexiglass barrier as practicable • Try to stay in one location • Refrain from moving furniture • Minimize/avoid contact with student Use materials that have limited hands-on materials/manipulatives to the extent practicable. Use a clear film or plastic sleeve to cover paper materials to allow for cleaning after each student's use. After the Session Have student return any writing utensils or materials to container Assessment/ Service • Both student and examiner/provider wash hands or sanitize upon completion of **Location &** the session **Materials** • Walk student to meet parent in designated waiting area • Clean/sanitize materials as soon as possible Sanitize table, door handles, and any commonly touched surfaces between sessions Notify site administrator or office staff when finished for the day, so custodian can disinfect the room Documentation Maintain student contact log include date and length of session **Assessments and Report Writing** • Include a validity statement if you believe any of the safety procedures may have an impact on the interpretation of the results. • Family Contact (Email) • Thank them for agreeing to bring their student to school site for assessment • Ask them to please notify you immediately if the student and/or family members begin to show any signs/symptoms of COVID-19 • Let them know you will be sending assessment report home for their review upon completion prior to the IEP to review the results **Support for Completing Overdue Assessments** Release Time Staff who need additional support or release time to complete assessments within or Additional required timelines may share their assessment schedule and timelines with site Support principal and program specialist 1. Complete pending initial and triennial reevaluations within 60 calendar day **Prioritizing** Assessments

Complete past due initial assessments, beginning with the most overdue.
 Complete past due triennial reevaluations, beginning with the most overdue.

<sup>\*</sup>Face coverings recommended PreK-2nd and required 3rd-8th grades with exceptions noted in CDPH guidelines.



### ASD/FSP Modified Day In-Person Guidelines Monday-Friday

Instruction			
In-person Instruction	Elementary/Middle: Monday-Friday Regular Schedule including PLC Monday Preschool: Tuesday-Friday Regular Schedule		
	<ul> <li>Academic instruction and instruction related to IEP goals</li> <li>Facilitate participation in distance learning for any inclusion time with general education classes (<i>Not applicable for preschool</i>)</li> <li>PE lessons will be provided in-person by PE teacher</li> <li>Music lessons will be provided virtually or in-person</li> <li>Whole group classroom culture activity (Second Step, ART, etc)</li> <li>Related services provided in-person during the school day</li> </ul>		
	Additional Expectations		
Feedback and Assessment	<ul> <li>Teachers will regularly assess students, including the <i>ULS Benchmark Assessment</i> each trimester. (<i>Not applicable for preschool</i>)</li> <li>Teachers will formally report feedback, progress, and grades (as appropriate) at the end of each trimester.</li> <li>Follow ESS guidelines for grading and report cards</li> <li>Monitor progress on goals and track data</li> <li>Report progress on goals at each reporting period and annual IEP</li> </ul>		
Prep Time	<ul> <li>Teachers/IAs will be expected to cover school day supervision</li> <li>Prep will follow the same contract language</li> <li>Prep will take place during the instructional day</li> </ul>		
Meetings	<ul> <li>Same contractual meeting time expectations per RTA contract</li> <li>Meetings - PLC and Staff meetings</li> <li>(Elementary only) First trimester conferences online</li> </ul>		
Curriculum Pacing	<ul> <li>Teachers will utilize the <i>Unique Learning System</i></li> <li>Supplemental materials to address IEP goals</li> </ul>		
Communication	Teachers will respond to the parent or student communication within 24 business hours.		
Planning and Preparation Days	<ul> <li>Teachers will be given two days prior to start of in-person instruction to prepare materials and classroom</li> <li>ESS Department will communicate plan for these days with parents</li> <li>Teachers will provide 10-15 minutes whole group live instruction on each day (SB 98 requirement) and independent work equivalent to required instructional minutes</li> </ul>		

- Service providers may continue to provide regularly scheduled virtual services on these days
- IAs will be available on campus during these days to support teacher and receive any necessary training
- Related service providers will be given 2 days during the first week of in-person instruction to prepare materials and schedule
  - ESS Department will communicate plan for these days with parents
  - Related service providers may provide asynchronous work for previously scheduled sessions on those days

#### **Physical Distancing & Health Protocols**

- Staff will follow district protocols for self-screening for symptoms before coming to school.
- 2. If a student or staff member begins showing symptoms at school they are isolated and sent home
- 3. Open doors and windows for ventilation as applicable
- 4. Students and staff to wash hands or utilize hand sanitizer when entering/leaving classroom and between activities/stations.
- 5. Adhere to safe distancing protocol in the room (i.e. only sit on designated chair and no moving furniture, no shaking hands, try not to touch face & sanitize immediately after if so).
- 6. Develop plans for breaks (have a designated place for snacks and/or water, a designated area where students can walk/move, and where to use the restroom).
- 7. Provide new/cleaned writing utensils for each student in a Ziploc bag/container
- 8. Use of clear film or plastic sleeve to cover paper materials to allow for cleaning after each student's use.
- 9. Use single-use material as much as possible.
- 10. Students should not share materials.

#### **Personal Protective Equipment**

- 1. Provide face coverings for staff and student (use transparent mask for students/staff as needed).
  - a. Staff are expected to wear face coverings at all times. If a cloth face covering impedes the ability to provide services, a clear face shield may be used instead.
  - b. Students are expected to wear face coverings according to current guidelines. \*Face coverings recommended PreK-2nd and required 3rd-8th grades with exceptions noted in CDPH guidelines.
- 2. Provide gloves
- 3. Provide gowns for staff changing diapers, toileting and feeding
- 4. Plexiglass divider or clear barrier in between students and staff

#### Sanitation and Cleaning Procedures

- 1. Staff will be trained on the use of disinfectant and sanitation supplies will be available to staff if requested.
- 2. School facilities will be cleaned on a daily basis with emphasis on frequently touched surfaces.

#### **Limit Student Mixing**

- 1. Students and classes are scheduled into small groups (*self-contained class of students with consistent staff*)
- 2. Common areas where students would normally congregate prior to class are eliminated
- 3. Classroom groups are maintained to the greatest extent possible.
- 4. Classroom groups are scheduled to arrive and depart campus through multiple entry points.

5.	Meals are delivered to classrooms and consumed there or in outdoor areas that are segregated by classroom groups.	y

# 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 25th day of September 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 determine staffing needs according to student requests to remain on distance learning. Staffing will be based upon the number of positions needed for each grade level/subject at each site for the hybrid program and the number of staff needed for those students wishing to remain on distance learning.
- 2. Article IX Transfer/Reassignment Procedure will be used to assign current staff to fill hybrid and distance learning positions. If more than one person at a grade level/subject volunteers for distance learning the most senior (district seniority) will be selected. Volunteers will submit interest forms to the site administrator and personnel office. If there are no volunteers the least senior (district seniority) from the grade level will be transferred to distance learning. Students from different schools may be combined for distance learning. When possible, preferred consideration for placement in the distance learning program will be given to staff submitting documentation 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
- 3. At the end of the 2020-2021 school year, all voluntary and/or involuntary transfers into the distance learning program 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.
- 4. 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 and testing.
- 5. California Department of Public Health's 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
- 6. Staff will self-screen each day before coming to school.
- 7. Personal Protective Equipment (PPE) will be made available to staff and replenished as needed and requested.
- 8. 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
- 9. School facilities will be cleaned on a daily basis with an emphasis on frequently touched areas.
- 10. Staff will refrain from bringing and/or remove all personal items/furniture in order to maximize the physical space in the classroom.
- 11. Staff will follow the attached <u>Hybrid Learning Program guidelines</u>.
- 12. Staff will work contractual time as stated in the contract.
- 13. Per regulations students will have daily live interaction with staff and peers for purposes of instruction, progress monitoring, and maintaining school connectedness.
- 14. Maximum number of grade levels/preps taught will remain consistent with current practices.
- 15. Contractual/MOU class size will be followed approximately half the class will attend on A.M. and approximately half the class P.M. up to maximum of 17. Physical education and Music classes will have approximately half the class A.M. and approximately half the class P.M.
- 16. Students will not be in school on Mondays but will receive 20-40 minutes of live instruction depending upon grade level of students. Staff will utilize Mondays for preparation, collaboration, and interaction with students. IEP's, 504's and other site meetings may be scheduled by mutual agreement.
- 17. Staff preparation time per contract will be incorporated into Mondays for all teachers

TK-8. Minimum of 100 minutes TK-3, 135 minutes for 4-5, and 225 minutes for 6-8.

- 18. Staff will support the cleaning of high-touch areas and support other staff as needed with the ingress and egress of students on campus to help maximize student and staff safety.
- 19. District will follow HR 6201 for the 2020/2021 school year in combination with the negotiated contract for any COVID-19 related leaves (complete HR6201 leave form). 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.
- 20. 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-19.
- 21. 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 19 above will be followed for staff members contracting COVID-19.

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. District and Association agreed to meet on December 16, 2020, to review the program.

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
Assistant Superintendent

Personnel Services

Roseville City School District

Carolyn Hoffman

Co-Chair Negotiations

Roseville Teachers' Association

Nicole Jordan

Co-Chair Negotiations

Roseville Teachers' Association



## Draft K-8 Hybrid Program Guidelines AM/PM Schedule- Tuesday-Friday

	Components:				
	Elementary	Middle School			
In-person Teaching	<ul> <li>AM/PM Schedule for all students-Tuesday-Friday</li> <li>Daily reading, writing, and math lessons, activities, and assessments (as needed).</li> <li>Social Studies or Science- 2 times per week</li> <li>Teachers will conduct daily live interaction on Monday with students and their peers for instruction, progress monitoring, and maintaining school connectedness for 20-40 minutes (SB98)</li> </ul>	<ul> <li>AM/PM Schedule for all students-Tuesday-Friday</li> <li>All students will follow a 3-4 period day- every other day for each period</li> <li>Teachers will conduct daily live interaction on Monday with students and their peers for instruction, progress monitoring, and maintaining school connectedness for 20-40 minutes (SB98)</li> </ul>			
At-home learning	<ul> <li>Independent practice and activities through Otus (asynchronous instruction)</li> <li>Synchronous instruction on Monday mornings - 20 to 40 minutes</li> <li>Asynchronous instruction the remainder of the day</li> </ul>	<ul> <li>Independent practice and activities through Otus (asynchronous instruction)</li> <li>Synchronous instruction on Monday mornings - 20 to 40 minutes</li> <li>Asynchronous instruction the remainder of the day</li> </ul>			
Both in-person and at-home  • Whole group classroom culture activity (Second Step, ART, etc.) • 30-45 minutes weekly		Whole group classroom culture activity (Second Step, ART, etc)  • 30-45 minutes weekly			
	Delivery Metho	d:			
	Elementary	Middle School			
Whole Group	New instruction/learning will be during in-person	New instruction/learning will be during in-person days			
Small-Group	<ul> <li>Teacher facilitated student collaboration and discussion to support whole group instruction</li> <li>Students will be seen for Reading and Math in small groups while in-person as practicable</li> </ul>	<ul> <li>Teacher facilitated student collaboration and discussion to support whole group instruction</li> <li>Students will be seen for Reading and Math in small groups while in-person as practicable</li> </ul>			

	When teachers work with students in small group, they <b>must be</b> physically distanced and meet safety guidelines	When teachers work with students in small group, they <b>must be</b> physically distanced and meet safety guidelines
Special Education Services	Services may be provided in-person or in a distance learning model	Services may be provided in-person or in a distance learning model
Technology	Chromebooks brought back and forth to school as determined by each school and teacher	<ul> <li>Chromebooks must be brought back and forth to school each day</li> <li>Students and staff will implement and maintain technology usage routines</li> </ul>
	Additional Expectat	tions:
	Elementary	Middle School
Feedback and Assessment	<ul> <li>Teachers will regularly assess students around grade-level essential standards</li> <li>Teachers will formally report feedback, progress, and grades to students halfway and at the end of each trimester</li> <li>Elementary conferences will be moved to the second trimester</li> <li>iReady assessments will formally progress monitor students at the classroom, school, and district level</li> </ul>	<ul> <li>Teachers will regularly assess students around grade-level essential standards</li> <li>Teachers will formally report feedback, progress, and grades to students halfway and at the end of each trimester</li> <li>iReady assessments will formally progress monitor students at the classroom, school, and district level</li> </ul>
Prep Time	<ul> <li>Prep will meet/exceed elementary school contract language</li> <li>Prep for TK-5 teachers will take place on Mondays</li> </ul>	<ul> <li>Prep will meet/exceed middle school contract language</li> <li>Prep will also take place on Mondays</li> </ul>
Other Responsibilities	<ul> <li>Clean high touch surfaces</li> <li>Teachers will have classrooms open to students as they arrive on campus</li> <li>Teachers will support supervision of students after school per contract.</li> </ul>	<ul> <li>Clean high touch surfaces</li> <li>Teachers will support supervision of students before and after school per contract.</li> </ul>
Meetings	<ul> <li>Same contractual meeting time expectations as on-site teachers</li> <li>Meetings-PLC and Staff meetings on Mondays</li> <li>IEPs, SSP on Monday when possible</li> </ul>	<ul> <li>Same contractual meeting time expectations as on-site teachers.</li> <li>Meetings-PLC and Staff meetings on Mondays</li> <li>IEPs, SSP, and other meetings on Monday when possible</li> </ul>

Curriculum Pacing	<ul> <li>Teachers will follow the designated scope and sequence of the ELA/Math Essential Standards</li> <li>Teachers in Science/SS teach Essential Learnings</li> </ul>	<ul> <li>Teachers will follow the designated scope and sequence of the ELA/Math Essential Standards</li> <li>Teachers in Science/SS teach Essential Learnings.</li> </ul>
Communication	Teachers will respond to the parent or student communication within 24 business hours	<ul> <li>Teachers will respond to the parent or student communication within 24 business hours</li> <li>Given extra prep time, Monday could be used for intervention or parent meetings</li> </ul>

PE/Music lessons provided by PE/Music teachers- independent activity (video lessons)

### **Sample Elementary Schedule:**

Mondays: Al	M/PM Elementary Sample	e Schedule
Group AM/ Group PM	At Home Synchronous Learning	20-40 Minutes
Teac	hers: Meetings, Prep, Pl	LC

	Welcoming students	8:35-8:50 (15 min)		
Group AM	Instruction	8:50-11:20 (150 min)		
47 Land	Dismissal/Supervision	11:20-11:30 (10 min)		
	Cleaning 11:30-11:50 (20 mins)			
11:50 - 12:30 Teacher Lunch (40 mins)				
wide-eng is	Welcoming students	12:30-12:45 (15 min)		
Group PM	Instruction	12:45-3:15 (150 min)		
	Dismissal/Supervision	3:15-3:25 (10 min)		

In-Person Priorities	
ELA/ELD	(2000) mark
Math	gmiles sails -
Social Emotional/SS/Science	
Remote Learning	ri as inne deser
Independent Practice	THE PROPERTY OF
SS/Science projects	abovers Mass

#### **Sample Middle School Schedule:**

Mondays		Tuesday/Thursday Schedule		Wednesday/Friday Schedule			
Live Instruction	40 min	1st Period	9:00- 9:41	41	4th Period	9:00- 9:41	41
Teacher Prep/PLC		2nd Period	9:44 - 10:25	41	5th Period	9:44 - 10:25	41
		Break	10:25 - 10:30	5	Break	10:25 - 10:30	5
		3rd period	10:33 - 11:14	41	6th Period	10:33 - 11:14	41
		Home Room	11:17 - 11:37	20	Home Room	11:17 - 11:37	20
		Cleaning & Teacher Lunch	11:37 - 12:37	60	Cleaning & Teacher Lunch	11:37 - 12:37	60
		4th Period	12:37 - 1:18	41	1st Period	12:37 - 1:18	41
		5th Period	1:21- 2:02	41	2nd Period	1:21- 2:02	41
		Break	2:02 - 2:07	5	Break	2:02 - 2:07	5
		6th Period	2:10 - 2:51	41	3rd period	2:10 - 2:51	41
		Home Room	2:54- 3:14	20	Home Room	2:54- 3:14	20
		Instruction: 143 Minute	es x 4 + 40	612min	atriothule course	olev	

<sup>3-8</sup> Masks required in classrooms and when transitioning from one location to another

Staff- must wear masks

Maintain 6 feet distance between adults and students/coworkers to maximum extent possible -Utilize shields and plexiglass dividers during closer interaction

Advertising and promotion of masks and safety protocols before starting

#### **Symptom Screening**

- 1. Symptom screening is done at home, before arriving
- 2. If a student or staff member begins showing symptoms, they are isolated and sent home

#### Campus:

- Mark waiting areas by classrooms, and areas where students congregate
- Markers in bathrooms for social distancing
- Markers by entrance gate for social distancing
- Grab and go lunch procedures
- Signage
- PBIS Protocols

TK-2 Masks encouraged

#### **Student Services:**

- May continue to be offered through distance learning.

#### **Technology:**

- Chromebooks to come daily with students in grades 6-8
- Teach care for and storage/transporting Chromebooks safely.

#### Cleaning:

- High touch areas, desks

#### **Limit Student Mixing**

- 1. Common areas where students would normally pool before a class are eliminated.
- 2. Support period could be used before or after school for additional support for special populations
- 3. Student scheduled as cohorts as much as possible
- 4. Students scheduled with siblings in the same cohort
- 5. Classroom groups are scheduled to arrive and depart campus through multiple entry points.
- 6. Lunches are to be eaten off-campus.

## 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 number of 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. The use of unit member recordings for disciplinary reasons is prohibited except in instances where the unit member violates California Education Code or Penal Code
- 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 (1) to three (3) days. Distance Learning Substitutes will be provided for absences of longer than three (3) days. On day four (4) 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 2020/2021 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.

Justel Jorgenson		
	8/27/20	)
Jerrold Jorgensen, Assistant Superintendent - Personnel Services Roseville City School District		Date
Carolyn Hoffman, Negotiating Co-Chair	8/27/20_	 Date
Roseville Teachers' Association		
	8/27/20	
Nicole Jordan, Negotiating Co-Chair		Date

Roseville Teachers' Association

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

#### **REGULAR PROGRAM - COVID-19 PRECAUTIONS**

The Roseville City School District ("District") and the Roseville Teachers' Association ("Association") enter into this Memorandum of Understanding ("MOU") regarding the return to school/campus for the 2020/2021 school year on the 5th day of October, 2020.

The parties agree in-person teaching and learning 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. 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. 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
- 3. Staff will self-screen each day before coming to school.
- 4. Personal Protective Equipment (PPE) will be made available to staff and replenished as needed and requested.
- 5. Staff will be trained on the use of disinfectant and sanitation supplies will be made available to staff if requested. Staff will have access to handwashing facilities or hand sanitizer.
- 6. School facilities will be cleaned on a daily basis with emphasis on frequently touched areas.

- 7. Staff will have cleaning materials available to support the cleaning of high-touch areas as desired.
- 8. Regular supervision schedules to support the ingress and egress of students on/off campus to help maximize student and staff safety.
- 9. Staff will refrain from bringing and/or remove all personal items/furniture in order to maximize the physical space in the classroom.
- 10. In order to provide preparation time for elementary school teachers the elementary school day will be shortened by thirty minutes Tuesday through Friday. Students will complete independent tasks at home to complete instructional minutes(SB98). Physical Education and Music will be provided via recorded lessons.
- 11. Maximum number of grade levels/preps taught will remain consistent with current practices.
- 12. District will follow HR 6201 for the 20/21 school year in combination with the negotiated contract for any COVID-19 related leaves (complete HR6201 leave form). 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
- 13. 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-19.
- 14. Should a school or whole classroom be quarantined and staff members are able to work remotely, staff will provide distance learning for the duration of the quarantine. If a staff member is not able to provide distance learning a substitute will be provided and leave will follow the HR 6201 leave process
- 15. In instances where a staff member is quarantined by the school but their students are still attending school the District will provide a substitute (first tier certificated, second tier qualified classified) A staff member may provide instruction for the students via zoom. If they are unable to provide instruction, leave will follow the HR 6201 leave process.
- 16. Staff will provide work for individual students who are absent due to illness/quarantine

similar to regular student illness, not independent study.

17. Staff will not be expected to provide live streaming lessons to students not in the classroom.

It is understood the circumstances for returning to school is fluid and the District and Association will mutually review and discuss 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.

Ierrold Jorgensen `

Date

Assistant Superintendent

Personnel Services

Roseville City School District

Carolyn Hóffman

Co-Chair Negotiátions

Roseville Teachers' Association

Nicole Jordan

Co-Chair Negotiations

Roseville Teachers' Association

## **Guidelines For Daily Interaction**

Face Coverings	<ul> <li>Staff- must wear masks or cloth face-covering</li> <li>3-8 Students - must wear masks or cloth face-covering in classrooms, when transitioning from one location to another, and in group settings</li> <li>TK-2 Students- encouraged to wear masks or cloth face covering</li> <li>School/District continue the positive promotion of masks and cloth face coverings</li> </ul>
Distancing	<ul> <li>Maintain physical distance between adults and students/coworkers as practicable</li> <li>Use of plexiglass barriers in the classroom</li> <li>Use of plexiglass barriers during assessments</li> <li>Use of shields and masks or shield + cloth drape during close-up interactions</li> </ul>
\Symptom Screening	<ol> <li>Symptom screening is done at home, before arriving</li> <li>Hand sanitizing stations for students to utilize upon arrival to school</li> <li>Teachers will take temperatures when students arrive to classrooms in the morning (Middle School 1st period)</li> <li>If a student or staff member begins showing symptoms (per guidelines), they are isolated and sent home</li> </ol>
Campus Markings	<ul> <li>Sanitation Stations throughout the campus</li> <li>Mark waiting areas by classrooms, and areas where students congregate</li> <li>Mark waiting areas for parents in the office</li> <li>Markers in bathrooms for social distancing</li> <li>Markers by entrance gate for social distancing</li> <li>Markers in Multi-purpose for social distancing</li> <li>Signage throughout the camps</li> <li>PBIS Protocols (School specific)</li> </ul>
Technology	Chromebooks to come daily with students in grades 6-8

	<ul> <li>Teach care for and storage/transporting Chromebooks safely</li> <li>K-5 teachers will direct use of Chromebooks by students. Students will be assigned Chromebooks for personal use.</li> </ul>
Cleaning	<ul> <li>Teachers-high touch areas, desks as desired</li> <li>Nightly deep cleaning-Custodian</li> <li>Ongoing bathroom/high-touch surfaces-MDS/Custodian</li> </ul>
COVID Information	<ul> <li>RCSD will follow the county and CDPH guidelines</li> <li>Template letters are available at all sites</li> <li>Designated nurses will be students trackers for information related to illness</li> <li>HR will be staff trackers for information related to illness</li> </ul>

9/29/2020