AGREEMENT

BETWEEN THE

BOARD OF TRUSTEES
OF THE
RIO LINDA UNION SCHOOL DISTRICT

AND THE

RIO LINDA EDUCATION ASSOCIATION

COVERING THE PERIOD OF

July 1, 2007 to June 30, 2010

Three-Year Agreement

Approved October 29, 2007

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ARTICLE I

RECOGNITION

For the express purposes of negotiation and meet and confer deliberations, the Employer recognizes the Association as the Exclusive Representative for the unit of certificated employees defined as: Classroom Teacher (K-8), Special Education Teacher, Curriculum Associate, Counselor, Speech Therapist, Nurse, Reading Specialist, District Librarian, Music Specialist, Physical Education Teacher, Resource Teacher, Curriculum Support Teacher, Library Media Teacher, School Social Worker, English Language Development Support Teacher, Resource Specialist Program Teacher, Temporary Teacher employed under contract, and Summer School Teacher. The unit shall exclude those employees who are designated as management, interns and those under independent contract.

ARTICLE II

STATUTORY CHANGES

A. If any provisions of this contract or any application thereof to any employee is deemed to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such decisions from legal bodies, but all other provisions or applications shall continue in full force and effect.

B. Should a provision or application be deemed contrary to law as described in Paragraph 1 above, the parties shall meet to renegotiate the provision(s) affected. The parties shall meet not later than twenty (20) working days from the date such provision is determined to be contrary to the law unless agreed to otherwise by both parties.

ARTICLE III

GRIEVANCE

A. Definition

1. A "grievance" is a claim by a grievant that there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement.

2. A “grievant” is any employee or group of employees of the District, who are members of the bargaining unit covered by the terms of this Agreement, or the Association.

3. “Party” is the District, the Grievant, or their designated representatives.

4. “Work Day” or “Day” means a day on which the grievant is required to work. In the event of an Association grievance, Work Day or Day means a day when the administrative offices of the District are open for business.

B. Purpose

The purpose of the grievance procedure is to resolve grievances at the lowest level and to provide an orderly procedure for reviewing and resolving grievances promptly.

C. Time Limits

1. The time limits specified at each level of this procedure shall be considered as maximums.

2. Time limits may be modified only by mutual agreement of the parties in writing.

3. Failure by a representative of District to observe the time limits shall be a basis for the grievant to move the grievance to the next step.

4. Failure by the Grievant to observe the time limits shall be deemed acceptance of the previous answer to the grievance and a waiver of the right to pursue the grievance to later steps.

D. Procedure

1. Informal Level:

Before filing a formal grievance and within ten (10) workdays after the occurrence of the act or omission giving rise to the grievance or within ten (10) workdays of grievant's knowledge of the act or omission giving rise to the grievance, but no longer than 60 days after the actual occurrence of the act or omission, the grievant shall attempt to resolve the grievance by an informal conference with the first level of management.

2. Level One - Formal Grievance:

a. If the Grievance is not resolved at the informal level, the Grievant shall file a formal grievance in writing, on the appropriate form, with first level management, within ten (10) workdays after the informal conference.

b. The form shall include the following information:

(1) A brief statement of the facts which constitute the alleged violations, including the names of all persons involved and the times, places and events.

(2) How the grievant has been adversely affected.

(3) The specific section of the contract allegedly violated.

(4) The date that the act giving rise to the grievance occurred.

(5) A statement of the steps initiated by the grievant to resolve the issue by informal means as prescribed in section D 1 above.

(6) The specific remedy sought by the grievant to resolve the grievance.

(7) Signature of the grievant.

c. The first level manager shall communicate his/her decisions with the rationale for that decision, to the grievant in writing within ten (10) workdays after receiving the grievance. If the manager does not respond within the time limits the grievant may appeal to the next level.

3. Level Two - Appeal to Superintendent:

a. If the grievant is not satisfied with the disposition of his/her grievance at Level One or if no written decision has been rendered within ten (10) workdays, the grievant shall appeal the decision to the Superintendent or designee within five (5) workdays.

b. The written level two grievance shall include a copy of the original grievance, the decision rendered, and a clear and concise statement of the reasons for appeal. The appeal shall be submitted on the prescribed form.

c. A conference shall be held at this level, prior to the time the decision is rendered, if the grievant or the Superintendent or designee makes a request for a conference. The Superintendent or designee shall communicate his/her decision in writing within ten (10) workdays of receipt of the Level Two grievance. If the Superintendent or designee fails to respond within the time limits provided, the grievant may appeal to the next level.

4. Level Three - Mediation:

a. If the grievant and/or the Association are not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level Two, the grievance shall be referred to grievance mediation. Notice that the grievance is being referred to mediation shall be provided to the Superintendent or designee within five (5) days of the decision at Level Two.

b. The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service be assigned to assist the parties in the resolution of the Grievance. Copies of any written communication with the Service shall be sent to the Superintendent/designee and notice of any oral communication shall be given.

c. Within ten (10) days of the request for a mediator, the parties shall agree on a date for a meeting with the mediator for the purpose of resolving the grievance. The meeting shall include the grievant and representatives of the Association and the District.

d. If an agreement is reached in mediation, it shall be reduced to writing and signed by the grievant, the Association and the District. The agreement shall be non-precedential and shall constitute a settlement of the grievance.

e. In the event that the grievant, the Association and the Superintendent or designee have not resolved the grievance with the assistance of the mediator within ten (10) days from the first meeting held with the mediator, the Association may terminate Level Three, and the grievance may proceed to Level Four.

5. Level Four - Binding Arbitration:

a. Request to Association:

If the grievant is not satisfied with the disposition of his/her grievance at Level Three, or if no written agreement has been reached within ten (10) workdays, and the Association terminates Level Three, the grievant shall,

within five (5) workdays, request in writing that the Association submit the grievance to Binding Arbitration. A copy of the request shall be provided to the Superintendent.

b. Notice to Superintendent:

The Association shall notify the Superintendent within ten (10) workdays of the filing of the grievant's request of its decision to appeal the grievance to Binding Arbitration.

c. Arbitrability:

If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator before hearing the merits of the grievance.

d. Source of Arbitrator:

The parties shall select a mutually agreeable arbitrator. Should they be unable to agree on an arbitrator within ten (10) workdays of the Association's submission of the grievance to arbitration, the District shall contact the American Arbitration Association for a list of arbitrators. In that case, the parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association.

e. Costs:

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

f. Arbitrator's Decision:

The arbitrator's decision shall be in writing and shall set forth findings of fact, reasons and conclusions. The arbitrator shall have no power to add to, subtract from or modify the terms of the Agreement. The arbitrator's decision shall conform to law and be justified upon the facts. The decision shall be submitted to the Superintendent and the Association.

E. Miscellaneous

1. Informal Resolution:

Nothing herein shall be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association. The District will not agree to a resolution of the grievance until the Association has received a copy of the grievance and proposed resolution and has been given ten (10) working days to file a response.

2. Filing Above First Level Management:

If a grievance arises from action or inaction on the part of a member of the administration at a level above the first level management, the grievant may submit such grievance to the appropriate member of the administration whose action or inaction gave rise to the grievance.

3. Release Time:

The grievant shall be entitled to a reasonable amount of time to process a grievance during normal hours with no loss of pay or benefits.

4. Witnesses:

The District shall make available for testimony in connection with the grievance procedure a reasonable number of employees as necessary to the processing of the grievance. Any employee witnesses required to appear in connection with this Article shall suffer no loss of pay or benefits.

5. Grievant's Rights:

A grievant shall have the following rights:

a. To be present at all grievance hearings at any level.

b. To hear testimony on his/her behalf.

c. To testify on his/her behalf.

d. To call others to give testimony on his/her behalf.

e. To question any witness, personally or through a representative.

f. To have access to records and files related to the grievance.

g. To be represented by the Association at his//her option at any level of the grievance process.

GRIEVANCE REPORT FORM

RIO LINDA UNION SCHOOL DISTRICT/RIO LINDA EDUCATION ASSOCIATION

Name of Grievant: _____

Site: _____ Assignment: _____

Date of Informal Conference: _____

LEVEL I

A. Date Filed with First Level Manager: _____

B. Level I Formal Grievance shall include the following:

1. State the date the act occurred: _____

2. Statement of the facts which constitute the alleged violations, including the names of all persons involved and the times, places and events.

3. State how the grievant has been adversely affected.

4. State the specific section(s) of the contract allegedly violated.

5. Statement of steps initiated by the grievant to resolve the issue by informal means.

6. State the specific remedy sought by the grievant to resolve the grievance.

7. Signature of Grievant: _____

Date: _____

C. Disposition by First Level Manager:

Signature of First Level Manager: _____

Date: _____

GRIEVANCE REPORT FORM

RIO LINDA UNION SCHOOL DISTRICT/RIO LINDA EDUCATION ASSOCIATION

Name of Grievant: _____

Site: _____ Assignment: _____

LEVEL II

A. Position of Grievant and/or Association:

1. Statement of decision rendered at Level I.

2. Statement of reason for appeal.

B. Include original grievance with all attachments and documentation from grievant and manager.

1. Original grievance (Level I Grievance Report Form) must be attached to process. Article III, Grievance, Section 3 b, page 5, states, "The written level two grievance shall include a copy of the original grievance."

C. Signature of Grievant: _____

Date: _____

For District Office Use Only: Filing Documentation

Date Stamped when received:

Signature of Person Receiving Document: _____

Original Grievance Attached: Yes ☐

GRIEVANCE REPORT FORM

RIO LINDA UNION SCHOOL DISTRICT/RIO LINDA EDUCATION ASSOCIATION

LEVEL II

Name of First Level Manager: _____

Name of Grievant: _____

Site: _____ Assignment: _____

A. Disposition of Superintendent or Designee:

B. Signature of Superintendent or Designee: _____

Date: _____

ARTICLE IV

ORGANIZATIONAL SECURITY

A. Dues Deduction

1. The right of payroll deduction for payment of membership dues shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be re-solicited. Membership dues, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.

2. Any unit member who is a member of the Association or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of membership dues. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

3. With respect to all sums deducted by the District pursuant to Section A, subsection 1 above, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, a site assignment list at the beginning of the school year and revisions upon request, and a list of personnel including name, address and work location at the beginning of the school year and revisions upon request.

4. If a unit member does not have sufficient wages available for deduction of membership dues or service fees after other authorized or mandatory deductions or garnishments have been withheld, no sum shall be deducted. The Association shall pursue direct collection from the employee.

B. Maintenance of Membership

The Association and the District agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of the Agreement. This provision shall not deprive any member of the right to terminate her or his membership within the thirty (30) day period following expiration of the Agreement. If a member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction during the term of the Agreement, he or she shall pay to the Association lump-sum cash payment of dues for the year.

C. Agency Fee

1. Service Fee. Any unit member who is not a member of the Association shall, within thirty (30) days from the date of commencement of assigned duties, as a condition of continued employment, either become a member of the Association or pay to the Association a service fee in a lawful amount to be set by the Association. Said fee shall be payable to the Association in one annual lump sum cash payment or by payroll deduction. If any unit member required to join the Association or pay the service fee does not pay such fee to the Association on the due date set by the

Association, the Association shall inform the District and the District shall begin automatic payroll deductions as provided in Education Code section 45061, in the manner set forth in Section A above.

2. Religious Exemption. Any unit member required to become a member of the Association or pay a service fee pursuant to the provisions of Section C, subsection 1, above, who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment. Such unit member shall pay, in lieu of a service fee, sums equal to such service fee to a non-religious, non-labor organization which is a charitable fund exempt from taxation under section 501 (c) (3) of Title 26 of the Internal Revenue Code, to one of the following:

A. Christa McAuliffe Institute for Education Pioneering

B. CTA/FACT Disaster Relief Fund

C. Jim Powell Scholarship Fund

D. Martin Luther King, Jr. Memorial Scholarship Fund

E. Rio Linda Union School District Foundation Fund

F. Rio Linda Union School District PTA Clothes Closet

G. Ted Hodel Scholarship Fund

H. United Way

Any unit member claiming a religious exemption shall submit a detailed written statement establishing the basis for the religious exemption to the Association. The Association Executive Board shall communicate, in writing, to the unit members its acceptance or rejection of the exemption. If the unit member challenges the

eligibility of a religious exemption, the unit member may bring this challenge to the Association internal review panel and if unresolved, may bring appropriate legal action, but not by means of a grievance. Payment to the charitable organization shall be made in the same manner as payments for service fees, set forth in subsection 1 above, either by annual lump sum payment or by payroll deduction. Proof of payment by lump sum shall be made to the Association and the District in the form of receipts or canceled checks by the due date set for lump sum payment of service fees. Proof of payment shall be made on an annual basis to the Association. In-kind services may not be used for payment, nor may such payment be in the form other than money such as donation of used items.

2. Payment to Association:

With respect to all sums deducted by the District pursuant to Section C, subsection 1 above, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of service fee payers for whom such deductions have been made.

3. If a unit member does not have sufficient wages available for deduction of membership dues or service fees after other authorized or mandatory deductions or garnishments have been withheld, no sum shall be deducted. The Association shall pursue direct collection from the employee.

D. <u>Indemnification and Hold Harmless</u>

The Association agrees to indemnify the District and to hold District harmless for legal costs and damages in any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this agreement or their implementation. The Association agrees to pay all legal fees and costs incurred by District in defending against

any such action and to pay all judgments and damages assessed against the District and any settlement negotiated of any such action. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

E. Election

Section C of this Article (Agency Fee) shall become effective only upon approval of an organizational security fee arrangement by members of the bargaining unit pursuant to an election conducted by the Public Employment Relations Board (PERB). Only one such election shall be held during the term of the Agreement. The District shall bear no costs.

F. Exchange of Information

The Association and the District agree to furnish to each other any information needed to fulfill the provisions of this Article.

ARTICLE V

ASSOCIATION RIGHTS

A. The Association and its members shall have the right to make use of buildings and facilities for all Association sanctioned activities in accordance with the District's public use policy at all reasonable hours.

B. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards. The Association may use the District mail service and teacher mailboxes for communication to teachers.

All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identity of the organization.

C. Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times. Authorized representatives of the Association shall make their presence known to the school principal prior to conducting official Association business at school sites.

D. The Association shall be entitled to twenty (20) days of release time to conduct Association business, in no less than one-half (1/2) day increments. The Association will pay the cost of required substitutes. The President of the Association shall control the use of such release time and will designate those members of the Association who are eligible for its use. The President of the Association shall notify the District twenty-four (24) hours in advance of the use of release time.

Release time granted under this Article shall be used for official Association business and shall not be used for concerted activities or work stoppage.

E. The District, upon request by the Association, in a timely fashion agrees to furnish the Association a copy of:

1. Board Agenda with backup information
2. District Directory
3. Board Meeting Minutes with backup information
4. List of unit members including their salaries, health, and dental programs
5. Salary scattergram
6. List of newly hired unit members
7. Preliminary budget

ARTICLE VI

MANAGEMENT RIGHTS

It is agreed and understood that the District, through its Board, retains and reserves all the customary and usual rights, powers, functions and authority to discharge its obligations as to those rights, powers, and authority that are conferred upon it by the laws and the Constitution of the State of California, and of the United States, including, but not necessarily limited to the right:

1. To the executive management, organizational, and administrative control of the District and its properties and facilities, and activities of its employees;
2. To direct the work of its unit employees, determine the time and hours of operation of the District, determine the kinds and levels of services to be provided, and the methods and means of providing those services, including entering into lawfully permissible contracts with vendors for service;
3. Subject to the applicable provisions of law, to hire all employees; to determine the qualifications of persons to be hired; to assign, promote, and discipline employees;
4. To establish educational policies, goals and objectives; to ensure the rights and educational opportunities of students; to determine staffing patterns and numbers and kinds of personnel required in order to maintain the efficiency of District operations; and
5. To build, move or modify facilities; establish budget procedures and determine budgetary allocation of items not within the scope of representation; determine the methods of raising revenue; and to take any reasonably necessary action in the event of an emergency.

The exercise of the foregoing rights, powers and authority by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specified terms of this agreement and law, and then only to the extent such terms are in conformance with the Constitution and laws of the United States. The District, through its Board, retains the right to amend, modify, or rescind policies as are necessary to effectuate the intention of this Article, to the extent that such amendment, modification, or rescission is not inconsistent with the specific terms for this Agreement. Such determination of the Board is expressly excluded from the provision of Article III [Grievance Procedure] of this Agreement.

The District reserves the right to take any reasonably necessary action(s) in event of an emergency. "Emergency" is defined as a situation or occurrence of a serious nature that develops suddenly or unexpectedly and results in a serious change of circumstances requiring immediate interim action. In such cases, the District will provide the Association with the opportunity to discuss the emergency and the District's proposed action(s) as soon as possible, in a good faith effort to reach agreement on such action(s).

Any dispute regarding either the existence of or the exercise of any of the reserved rights of the District and a specific term of this agreement shall be subject to the grievance provisions set forth in this agreement. The District shall not act in an arbitrary and/or capricious manner in the exercise of its reserved management rights in connection with its implementation of a specific term of this Agreement.

ARTICLE VII

TEACHER SAFETY

A. A written description of the rights and duties of unit members with respect to student discipline, including the use of corporal punishment and pupil suspension shall be presented to unit members.

B. Any abuse of school personnel, assault, or battery upon school personnel, or any threat of force or violence directed toward school personnel, at any time or place which is related to school activity or school attendance, shall be reported by employees to the Sheriff's Department and to their immediate administrator.

C. Employees shall complete reports required by the District relating to violations described herein.

D. Employees shall be provided coverage under the terms and conditions of the District workers' compensation program and illness leave provision for any injury or illness arising out of or in the course of their employment.

E. The District is checked periodically for health and safety conditions at the District Office and individual schools. This inspection includes but is not limited to:

1. Fire Marshall
2. County Health Department
3. Liability Insurance Inspection
4. Safety and Sanitary Inspection
5. Occupational Safety Health Act Inspection

F. Employees will report health and/or safety hazards to their site level administrator.

G. The District shall provide to unit members payment of costs for replacing or repairing personal property lost or damaged while performing teaching duties, subject to business office insurance regulations.

H. Unit members shall be exempt from liability for loss or damage to any district-owned property removed from school premises for uses related to the unit member's assignment. Prior written permission of the site administrator is required and loss or damage as a result of negligence or improper use shall not be covered.

I. The District shall provide each unit member who provides specialized health care to students, inservice training upon request.

ARTICLE VIII

TRANSFER/REASSIGNMENTS

A. Transfer

A transfer is defined as the movement of a unit member from one work location to another work location at a different work site.

1. Transfers Initiated by District:

When the District initiates a transfer, unit members being transferred (except those being transferred for performance renewal) may indicate an order or preference of available openings for appropriate consideration.

a. An opportunity shall be provided for the unit member to meet with the administrator recommending the transfer prior to affecting the proposed transfer and be advised of the reasons for recommending such a transfer upon the unit member's request. The notice shall also be provided in writing and placed in the unit member's personnel file. When a unit member is transferred for performance renewal, a copy of the written notices shall be placed in the unit member's personnel file. The unit member may file a written response to the reasons given. This response will be placed in the unit member's personnel file.

b. Reasons for transfer of personnel may include the following:

(1) Balancing the staff of a school. Factors which will be considered in the make-up of each school are overall general teaching experience, specialized skills and talents, professional participation, male-female and ethnic balances.

(2) Placement of personnel returning from sabbatical leaves.

(3) Elimination or reduction of categorical funding.

(4) Instructional program requirements. This may include another school having greater need for a teacher's specialized services than does the school of the teacher's current assignment. Such transfers affected in this area will seek understanding of the teacher.

(5) Opening of school. When a new school is to be opened, all proposed vacancies to be filled shall be posted. Whenever possible, selections will be made through teacher-initiated transfers.

(6) Closing schools. Unit members of a school being closed will be notified within one (1) week of the Board's decision to close that school. First opportunity to apply for any new or vacant position in the District known at the time of the school closure will go to teachers from closed schools.

(7) Credential requirements. From time to time, it may be necessary to transfer a unit member when it is determined that his/her assignment is in violation of his/her credential authorization.

(8) Performance renewal. Performance renewal shall be a result of an employee receiving an unsatisfactory evaluation, or as a result of a documented incident of inappropriate behavior or unprofessional conduct. Such transfer shall not be affected until the unit member has received and had an opportunity to view the appropriate documentation. A unit member may be transferred no more than once every two years in order to provide him/her with a reasonable

opportunity for improvement of performance. When a unit member is transferred for performance renewal, a copy of the written notice shall be placed in the unit member's file. The unit member may file a written response to the reasons given. This response will be placed in the unit member's personnel file.

(9) Fluctuations in pupil enrollment. An over-staffed or surplus situation may be deemed to exist when the number of teachers present in a given school exceeds the teacher allotment established by Contract class size. The principal will determine where the staff is to be reduced. He/she shall then provide an opportunity for any qualified teacher to voluntarily transfer to an opening. In the event a qualified volunteer is not obtained, a District-initiated transfer will be affected.

(10) Elimination or reduction of classes in special areas or programs.

(11) Specially funded program comparability and compliance requirements.

After a transfer is deemed necessary by the District, the principal shall consider all of the appropriate factors listed below when selecting a person for transfer.

--Overall general teaching experience
--Specialized skills and talents
--Professional participation
--Male and female balance
--Ethnic balance
--Grade level
--Credentials

When two or more unit members are considered equal after applying the factors listed above, the principal shall recommend for transfer the unit member with the least seniority in the District.

2. Seniority:

Seniority for the purposes of this Article is defined as the employee's initial date of paid service in the bargaining unit with the following provisions:

a. Unit members with the same initial date of service shall have their seniority determined by lot. The lottery shall be conducted in the presence of those being considered for transfer whose initial date of service is the same. Those being considered for transfer may request an Association representative be present at the time the lottery is conducted.

b. Length of service shall not include time in paid status as a day-to-day or long-term substitute.

c. Paid status as a temporary, probationary, or tenure employee shall accrue seniority in increments no less than one-half year. Employees working one-half (1/2) year shall be given seniority credit of one-half (1/2) year's service. Employees working more than one-half (1/2) year shall be granted one (1) full year's credit.

d. If a unit member is assigned to a non-bargaining unit position within the District, that unit member does not accrue seniority for the purpose of this Article while working on such an assignment.

e. A unit member on an approved leave of absence shall continue to accrue seniority while on such leave.

3. Employee-Initiated Transfers:

a. An opening is defined as a position at a school location which the District has determined to be filled by a regular, probationary, or permanent unit member rather than a substitute or temporary teacher or teacher being reassigned for performance renewal.

b. The District will post at each school location notice of each opening, along with job-related criteria for the position, together with a deadline for applications which shall be within a reasonable length of time after posting and prior to which deadline the opening shall not be filled. During the first 15 working days of the school year, the District need only post initial openings at school locations. (E.g., if an opening occurs at Joyce School and the person selected for transfer is a teacher at Pioneer School, the District shall not be required to post the Pioneer opening and may fill the Pioneer opening as outlined below for those openings occurring after the first 15 working days of the school year.)

When an opening occurs after the first 15 working days of the school year, the District may fill such position on an interim basis by a new person from outside the District without going through any posting procedures or transfer considerations. If the position is to be retained, it will be posted as an opening for assignment purposes for the following school year; and the new unit member (probationary or permanent status) shall then be considered along with potential (requesting) transferee(s) for the position.

c. The unit member shall file a request for transfer with the site administrator and Personnel Office. The Assistant Superintendent of Personnel shall attempt to match applicants with openings.

d. A request for transfer may be withdrawn at any time prior to official confirmation that the transfer has been affected.

e. A transfer has been affected at the time the receiving administrator, the applicant, and the Personnel Department concur with the transfer.

f. The filing of a request for transfer shall not jeopardize the unit member's present assignment.

g. The District shall, upon request by a unit member, notify that unit member during the summer of openings. The unit member's request must list no more than three ordered preferences for school, grade level openings, and those positions not covered in Section No. 4. The request must be in writing and must include a summer mailing address and a self-addressed, stamped envelope.

h. Unit members working in shared-teacher positions who wish to return to full-time positions will follow these same procedures. Unit members in shared-teaching positions are guaranteed transfers back to full-time positions when such positions are available.

4. Conditions of Transfer During School Year:

Unit members transferred during the school year shall be given the option of:

a. Up to two non-teaching working days prior to the beginning of the new assignment for the purpose of orientation and lesson planning, or

b. Beginning the new assignment immediately.

5. Specialty Area Teacher Transfer:

For the purposes of the section, the specialty area teachers are: Nurses, Speech Therapists, Music Teachers, P.E. Teachers, Special Day Class Teachers, RSP Teachers, District Reading Specialists, Curriculum Support Teachers, Newcomer Teachers, and Library Media Teachers. The director or designee of the appropriate department will meet with the affected specialty area teachers by the end of the school year to discuss any known openings for possible transfers. Transfer decisions will be made during or following such meetings.

For transfers necessary after the close of the teaching year, the director or designee of the appropriate department will:

a. Consider the outcome of the meeting in which discussion of transfer took place, and

b. Consider requests for transfer that Special Education teachers have requested in writing prior to the end of the school year.

B. <u>Reassignment</u>

A reassignment is defined as the movement of a unit member from one subject area to another or one grade level to another at the same work location.

1. Vacancies Which Occur During the School Year:

When it is determined by the principal that a regular K-6 vacancy exists which could be filled by a teacher from another school or a teacher from outside the District, the principal shall make the vacancy known either through written communication distributed to each teacher on that staff or posting the vacancy on the employee bulletin board. Teachers on the staff shall have the opportunity of indicating to the

Principal their interest in the position. Teachers being reassigned from one classroom to another during the school year shall be allowed up to one day release time for the purpose of preparing for the assignment.

2. Vacancies Which Occur During the Summer:

Prior to the end of the regular school year, teachers interested in reassignment at their school may indicate in writing to the principal a preference for available vacancies should they occur during the summer. Prior to filling such vacancies, the principal must consider those people on his/her staff who have indicated an interest.

ARTICLE IX

EVALUATION PROCEDURES

A. Each temporary employee employed for at least a full year shall be evaluated by the evaluator in writing at least once each school year.

B. At the time of their employment, temporary teachers shall be notified in writing of their temporary status and the education code which authorizes the District to hire them in a temporary status.

C. Each probationary employee shall be evaluated by the evaluator in writing at least once each school year.

D. Each permanent employee shall be evaluated by the evaluator in writing at least once every other year. Permanent employees shall be notified by November 1st if they are to be formally evaluated. However, if an employee's performance is deemed to be unsatisfactory or in need of improvement after November 1st, the evaluator shall notify the employee in writing of the area(s) of unsatisfactory performance or in need of improvement and begin the evaluation process.

E. The Evaluator will prepare his/her formal evaluation from the accumulation of various types of observations made by the evaluator.

F. An employee shall receive a written copy of his/her annual evaluation not later than thirty (30) calendar days prior to the last day of instruction.

G. Prior to an employee's formal evaluation, the evaluator shall observe the evaluatee for a period of at least thirty (30) minutes or one full period. Such observation(s) shall be arranged by the evaluator and the evaluatee at least a day in advance of the observation.

H. An Evaluator using written classroom observation forms shall provide copies of these forms to the employee upon the employee's request within two days. An Evaluator not using any

observation forms shall provide a written copy of the evaluation criteria to each evaluatee upon the employee's request within two days.

I. An observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. No audio-visual equipment shall be used for the purpose of evaluation without teacher consent.

J. In preparing the formal evaluation, the evaluator shall rely primarily upon data collected through classroom observation and evaluation conferences.

K. Within five (5) working days, the employee shall receive a copy of each written observation.

L. An employee who receives an unsatisfactory observation shall be entitled to a subsequent observation.

M. If the employee disagrees with the evaluation, the employee may submit a written statement which will be attached to all copies of the evaluation in question and/or submit any complaints which fit the definition of grievance as defined in this contract through the grievance procedure.

N. The conclusions in any formal evaluation are within the discretion of the evaluator. However, the evaluator shall not base these conclusions upon unsubstantiated or anonymous allegations.

O. The employee shall have fifteen (15) working days to attach a written rebuttal to the evaluation in question before it is placed in the employee's personnel file.

P. Each observation for the purpose of evaluation of an employee may be followed by a personal conference between the employee and the evaluator.

Q. Observations will be structured to minimize interference with the normal teaching-learning process.

R. The evaluator may provide assistance and additional resources to implement the improvement recommendations. An employee may request assistance and additional resources in an attempt to implement the improvement recommendations.

S. If an evaluator finds an employee's performance lacking, the evaluator shall bring the specific defects in writing to the employee. The evaluator is also to make specific recommendations for improving the employee's performance.

T. All communications concerning an employee in the course of the employee's professional duties and deemed by said employee to be of confidential nature shall not, except with the employee's consent, be disclosed to anyone, unless said disclosure is authorized by the Superintendent.

U. Unit members shall not be required to participate in the preparation of formal evaluations of other unit members.

V. The formal evaluation of unit members pursuant to these Articles shall not include or be based upon standardized test results.

W. For purposes of written formal evaluations of classroom performance, a unit member's life style is not an appropriate concern of the District unless it is determined that his/her actions are detrimental to the welfare of students.

X. If the Peer Assistance and Review Program (Article XVIII) is in full effect, Permanent Teachers who receive an unsatisfactory evaluation shall be mandated to participate in the Program. (As of 2003/2004 school year, the Peer Assistance and Review Article XVIII has been suspended due to inadequate funding.) For the purposes of being mandated to participate in the Peer Assistance and Review Program, an unsatisfactory evaluation shall occur:

When a teacher does not meet District expectations in Instructional Techniques and Strategies (A), criteria on the Teacher Evaluation Report (Admin. 17-c); and, in addition, does not meet District expectations in one or more of the following criteria on the Teacher Evaluation Report: Progress of Pupils Toward District Standards of Expected Achievement (D); Adherence to Curricular Objectives (C); and, Establishment and Maintenance of Suitable Learning Environment (B).

Y. Evaluator/Evaluatee Relationship

The District maintains the right to change the following Evaluator/Evaluatee relationship. The Association shall be notified of any such changes.

Evaluator	Evaluatee
School Principal, Vice Principal	All unit members assigned full time to the school-based programs.
Director III of Special Services/Support Services	Nurses, itinerant Speech Therapists, District Social Worker.
Director I of Special Services/ Support Services	Itinerant RSP teachers.
Educational Services Directors I, II, III Assigned Principals, Program Managers	Charter Program teachers, Curriculum Associates, Curriculum Support Teachers, School Social Worker, District Resource Teachers including: Music, Physical Education, Library Media, Librarian and ELD Teachers.

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ARTICLE X

PERSONNEL FILES

A. Upon request and by appointment on his/her own time, an employee may review the contents of his/her own personnel file. Such review shall not include ratings, reports, or records which were obtained prior to the employment of the employee.

B. A teacher's personnel file shall not include ratings, reports, or records which were prepared by identifiable examination committee members or were obtained in connection with a promotional examination.

C. An employee shall have an opportunity to read any derogatory material before it is placed in the personnel file. Materials of a derogatory nature placed in a personnel file shall be signed and dated.

D. An employee shall be given an opportunity on his/her own time within a ten (10) day period to prepare a written response and have such response attached to the derogatory material.

E. At the request of an employee, materials of an alleged derogatory nature in a personnel file may be reviewed by the employee and the Assistant Superintendent of Personnel. If such material is deemed inappropriate by both parties, it shall be sealed with the approval of the Superintendent.

F. Upon written authorization by the employee, a representative of the Association shall be permitted to examine and/or obtain one (1) copy of materials in an employee's personnel file.

G. Access to personnel files shall be limited to those authorized by the Superintendent. Board of Education members may request a review of a teacher's file at a Board of Education meeting. The contents of personnel files shall be kept in confidence.

H. The Personnel Office shall keep a log indicating all other persons who have examined a personnel file as well as the dates.

I. Each evaluator may maintain employee folders at the evaluators work site which shall be open to review by the employee. Information of a derogatory nature included in employee folders shall be destroyed after two years.

ARTICLE XI

PARENT/GUARDIAN COMPLAINT

A. Informal (Oral) Complaints:

The District shall forward as soon as practicable to the member of the bargaining unit, any oral complaint deemed as serious by the supervisor, regarding the member. No record of any informal (oral) complaint shall be placed in the personnel file of a member of the bargaining unit unless:

1. The employee's immediate supervisor, the Assistant Superintendent of Personnel or a designee conducts investigation about the complaint. Such investigation shall include, at the request of the employee, a conference with the complainant, a District representative, the employee, and the employee's representative.
2. The member of the bargaining unit has been given prior notice of the informal (oral) complaint and any record to be filed such that the member of the bargaining unit has a reasonable opportunity (ten calendar days) to present relevant information to his or her immediate supervisor or the Assistant Superintendent of Personnel.

B. <u>Formal (Written) Complaints:</u>

The District shall forward as soon as practicable to the member of the bargaining unit any formal (written) complaint regarding that member. No record of any formal (written) complaint or the complaint itself shall be placed in the personnel file of a member of the bargaining unit unless:

1. The employee's immediate supervisor, the Assistant Superintendent of Personnel or a designee conducts investigation about the complaint. Such investigation shall include, at the request of the employee, a conference with the complainant, a District representative, the employee, and the employee's representative.

2. The member of the bargaining unit has been given prior notice of the formal (written) complaint and any record to be filed such that the member of the bargaining unit has a reasonable opportunity (ten calendar days) to present relevant information to his or her immediate supervisor or the Assistant Superintendent of Personnel.

C. No record of any complaint shall be kept if an investigation by the District shows that the complaint has no merit, and/or the District believes that no record shall be maintained.

D. Anonymous complaints shall not be processed pursuant to the provisions of this section.

E. Any citizen or parent complaint about a teacher shall, at the supervisor's discretion, be reported to the teacher.

ARTICLE XII

CLASS SIZE

A. The school average class size, District-wide, will not exceed twenty-eight (28). Individual classes shall not exceed thirty-two (32) in kindergarten and primary classes and thirty-four (34) in intermediate classes. Combination classes will not exceed twenty-eight (28) in intermediate classes, twenty-eight (28) in 3/4 combination classes not participating in Class-Size Reduction Program, and twenty-eight (28) in primary combination classes not participating in the Class-Size Reduction Program. Class size maximums may exceed contractual limits at the beginning of the school year for fifteen (15) days. If on the first teaching day of the second teaching week, any class exceeds contractual limits, at the request of the teacher, an additional employee will be provided for that classroom until contractual limits have been met.

NOTE: For the purpose of this section above (A), combination class size maximum of twenty-eight (28) does not include special education classes, multi-age classes, newcomer classes, or other school/district educational programs which involve class-configuration of more than one grade level.

B. The District shall provide a minimum of five (5) hours of aide time daily for each special education position that currently requires aides so long as state funding is obtained. The District shall provide six (6) hours of aide time for K-6, special day classes and RSP + classes.

C. If a special education child is integrated into more than one-third (1/3) of the instructional day, that child will be counted towards the class maximum. One or more special education children could be integrated into a maximum size regular classroom for more than one-third

(1/3) of the instructional day if a corresponding number of children were integrated into a special education classroom for a corresponding amount of time.

The maximum size of the District's special education classes shall not exceed the following without prior teacher and Association agreement:

Self-contained Learning Handicapped (LH)	15
Severe Disorder Language (SDL)	12
Severely Handicapped (SH)	15
Orthopedically Impaired (OI)	12
Resource Specialist Program (RSP)	28
Resource Specialist Program Plus (RSP+)	15

Speech caseload will maintain the SELPA-wide average of 55.

D. Class size determinations for the purpose of this Article shall be based upon the class register.

ARTICLE XIII

HOURS

A. Work Year

1. Effective 2006/2007 school year, the service year shall consist of 185 days and twelve (12) additional hours of staff development as follows:

a. A maximum of 180 teaching days.

b. Two (2) Pre-school days. Effective 2006/2007 school year, two pre-school workdays shall be scheduled consecutively and immediately prior to the first day of instruction. An equivalent of one pre-school workday shall be for teacher classroom preparation. The equivalent of one pre-school workday is under the direction of the District and/or site administration.

c. Parent Conference Days. There shall be one and one-half (1 1/2) parent conference days for primary and two (2) parent conference days for intermediate. All other unit members shall use one and one half (1 1/2) or two (2) parent conference days as directed by immediate supervisor.

Note: The use of the remaining ½ day for Primary teachers and "others" is described in Section d. Staff Development Days.

d. Staff Development Days. There shall be one and one-half (1 1/2) staff development collaboration/planning days for primary and one (1) staff development collaboration/planning day for intermediate. All other unit members shall have one and one-half (1 1/2) or one (1) staff development collaboration/planning days as directed by immediate supervisor. These days must meet the state requirements for the Staff Development Buy-Out Program, provide for District priorities by involving the Curriculum Support Committee in developing criteria, and each site shall develop a written plan that is reviewed by the Curriculum Department and reported to the Board.

e. Twelve (12) Hours. The additional twelve (12) hours may be held prior to the pre-school days or on non-contract days or before or after the workday. Employees must attend staff development in order to be paid. Multiple opportunities will be made to accommodate staff development. If hours are not complete, there will be a deduct. The staff development must meet the state requirement. Effective 2006/2007 school year, six (6) of the twelve (12) hours shall be planned by the site leadership team and six (6) of the twelve (12) hours shall be planned and scheduled by the District. The District shall schedule six (6) of the twelve (12) hours immediately prior to the pre-school days.

For the purposes of sections; A1-c and A1-d, primary is defined as regular classroom teachers and self-contained special education teachers assigned to grades K through 3 or 3/4 combination classes participating in the Class Size Reduction Program. Intermediate is defined as regular classroom teachers and self-contained special education teachers assigned 4 through 8 or 3/4 combination classes not participating in the Class Size Reduction Program.

2. Employment for teachers sharing a classroom assignment shall be one-half the number of pupil instructional days, plus all preschool meetings, parent conference days and staff development days listed on the District calendar and defined in Section: A1-c and A1-d.

3. There will be three student-teacher minimum days: the day before winter recess, the day before spring recess, the day before summer vacation.

(Teacher instruction time on minimum days: kindergarten is 200 minutes; 1st through 8th is 200 minutes plus 60 minutes for lunch/recess.)

B. Pupil Contact Time

The standard daily pupil contact time for classroom teachers shall be 315 minutes for K - 8 grades. *Note: Refer to Board approved Student Time Schedule for instructional minutes and exceptions that may be in effect through MOU's for Banking Time and Early Dismissal.* The standard daily pupil contact time for all other district teachers may be less as determined by the Board of Trustees.

C. Preparation Time and Curriculum Support Time

1. When the District's Fine Arts teacher is providing classroom instruction on a scheduled basis, the classroom teacher shall be allowed preparation time. When the Fine Arts teacher is absent for the scheduled classroom instruction, the District will provide a substitute teacher when available. The primary intent of the use of this time is teacher planning.

2. When the teaching specialist is providing instruction, the classroom teacher shall be provided curriculum support time to focus on developing quality instruction by selecting, at his/her discretion, the following activities:

   a. Work on classroom environment to provide for active learning.

   b. Analyze student assessment data and plan instruction based on the analysis.

   c. Collaborate with other teachers to plan and improve instruction.

   d. Plan for multiple grouping to meet various needs.

   e. Review and plan for the best utilization of material.

   f. Meet with various specialists to discuss modifications and student progress. (Reading Specialist, Resource Specialist, Bilingual Specialist)

   g. Collaborate on team teaching and student progress.

h. When the teaching specialist is absent, a substitute will be provided when available.

The intent is to provide thirty (30) minutes per week when school is in session.

D. <u>The Work Day</u>

1. All teachers in the Unit will be required to be on campus at least the same length of time required of K-8 grade classroom teachers. Unit members are to be in school thirty (30) minutes prior to the beginning of the instructional day. Unit members are expected to remain after the instructional day a sufficient amount of time after the children are released to take care of pupil needs; attend scheduled meetings with parents, teachers, and/or administrators; and to participate in adjunct duties.

2. Unit members shall not be required to stand noon duty during the students' lunch-recess period, unless needed because a situation arises as determined by the principal or designee (i.e., rainy day, absence of noon duty assistants, etc.).

3. Unit members will be provided with a daily, duty-free, uninterrupted lunch period of thirty (30) minutes. Any interruption of the 30 minutes by the administration or designee will result in the unit member being given a new continuous 30 minute lunch as soon as possible on the same day.

4. Discipline problems arising during the unit member's duty-free lunch or the students' lunch-recess period shall be handled by the classroom teacher or through the use of the school's discipline plan.

5. Unit members must perform many instructional duties outside of the instructional day. Such duties include, but are not limited to planning, selecting, and preparing materials for instruction; evaluating work of pupils; conferring with parents; and keeping records. Unit members shall participate in adjunct duties on an assigned and a voluntary basis. These adjunct duties include supervising pupils, supervising and providing leadership in pupil organizations and activities, cooperating in parent and open house activities, directing the work of instructional assistants, attending curriculum and grade level meetings, serving on committees providing advice and service to the District, and participating in approved staff development programs.

6. Unit members may be required to attend open house and back-to-school night. In assigning adjunct duties, the District shall act in a reasonable manner and attempt to assign these duties on an equitable basis in particular schools.

ARTICLE XIV

LEAVES

The District will offer its employees the following:

Sick Leave
Extended Illness Leave
Industrial Accident and Illness Leave
Compelling Circumstance Leave
Personal Necessity Leave
Bereavement Leave
Jury or Witness Service Leave
Terminal Illness Leave
Personal Leave
Adoption Leave
Family Care and Medical Leave
Sabbatical Leave
Catastrophic Leave Bank Program - Appendix A - Memorandum of Understanding

A. <u>Sick Leave</u>

Employees shall be entitled to sick leave in accordance with the following formula:

$$\frac{\text{No. of days worked per week}}{5} \times \frac{\text{No. of months worked per year}}{10} \times 10 = \text{days of sick leave}$$

A person upon initial employment shall be granted the sick leave to which he/she would have been entitled to after six (6) months of service. The second year of employment and thereafter, employees shall be granted at the beginning of each year the amount of sick leave they earn in that year. Unused sick leave shall accumulate from year to year without limit. A maximum of ten (10) days of accumulated sick leave may be used for immediate family care. Illness due to pregnancy shall be treated under the same provisions governing sick leave. Employees on maternity leave are required to provide the Personnel Office written verification by a physician that the employee is capable of assuming full responsibilities of the position prior to returning to work. Employees having to take time out during the regular workday for medical or dental appointments shall have time deducted from the employee's

accumulated sick leave. Time deducted shall not be less than one-half (1/2) day. In addition, an employee may be permitted to leave for a portion of the instructional day without being docked pay only under the following conditions:

(Emergencies will be taken into account when interpreting this section.) Each employee in the Unit may leave school for medical or dental appointments a maximum of three times in any school year for a period of no more than forty-five (45) minutes length on each occasion. Each employee will make his/her own arrangements to have his/her assignment covered. The school principal must agree with the method by which the assignment is covered. Employees will not be required to use any portion of their sick leave in these instances. Arrangements for this leave must be made as far in advance as possible with the site administrator's approval.

B. Extended Illness Leave

When, for a period of five (5) months or less, a certificated employee is absent from duty due to accident or illness, whether or not the accident arises out of or in the course of employment, and the length of absence exceeds the amount of accrued sick leave available, the employee shall be paid the employee's salary less the sum paid to the substitute (said sum shall not exceed the rate paid a long-term substitute) for the period of such absence following the time when accumulated sick leave has been exhausted. Any employee shall have the right to utilize this leave for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom. Employees on such leave may be required to provide the Employer written verification from a physician that the employee is capable of assuming full responsibilities of the employee's position prior to returning to work.

C. Industrial Accident and Illness Leave

An employee shall be entitled to industrial accident and illness leave for a maximum of sixty (60) working days.

The total of the employee's temporary disability indemnity and the portion of salary due the employee during the absence shall equal the employee's full salary.

An employee shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as State or School Board physicians indicate that there has been such a recovery.

An industrial accident or illness as used in this paragraph means any injury or illness whose cause can be traced to the performance of services required as a part of the employee's job.

The benefits provided in this paragraph are in addition to sick leave benefits, including extended illness benefits. Accordingly, the employer shall not deduct accumulated sick leave from the sick leave allotment of an employee who is absent as the result of an industrial accident or illness.

D. Personal Necessity Leave

Personal necessity leave shall be deducted from accrued sick leave. The days allowed may not exceed the number of accrued days of illness or injury leave to which the employee is entitled. Employees are entitled to seven (7) days of personal necessity leave annually.

1. The employee shall not be required to secure advance permission for leave taken for any of the following reasons:

    a. Death or serious illness of a member of his/her immediate family.

    b. Accident, involving his/her person or property, or the person or property of the member of his/her immediate family.

c. Other emergency situations that require immediate attention. (An employee will seek prior approval when possible.)

2. Employees are annually entitled to personal necessity leave, one day per occurrence if travel under 500 miles is required, two days per occurrence if travel over 500 miles is required for the following reasons:

a. Employee, child, or spouse's graduation.

b. Employee or child's wedding.

c. An official meeting required as a result of the employee serving in an elected public office

d. Birth of the employee's child or grandchild

e. Credential problems related to the employee's current assignment

f. Death of a close friend

3. Employees are annually entitled to one day leave for compelling family or personal obligations, to be deducted from accrued sick leave. This leave does not include absence for vacation, recreation, concerted activities, work stoppage, seeking employment, shopping, personal monetary gain, or similar absence. Teachers taking compelling circumstance leave shall make every effort to notify the District of their absence in time for the District to secure a substitute.

E. <u>Bereavement Leave</u>

Every employee shall be entitled to four (4) days of paid leave of absence if travel under five hundred (500) miles is required or to six (6) days if travel of more than five hundred (500) miles is involved on account of death of any member of his/her immediate family. For the purpose of bereavement leave, the immediate family shall be defined to include:

1. the spouse of the employee
2. the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee
3. the son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in-law, or sister-in-law of the employee or the spouse of the employee
4. any person living in the immediate household of the employee

F. Jury Duty and Witness Service Leave

Employees who, during the regular workday, are summoned to appear as a witness in court other than as litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee shall not suffer any loss in salary. Any fees that an employee receives from such jury duty or witness services shall be remitted to the District excepting mileage and parking.

G. Terminal Illness Leave

A permanent employee, upon the exhaustion of all sick leave and extended illness leave and who has written verification from a medical doctor that he/she is terminally ill, may request Terminal Illness Leave. Terminal Illness Leave shall provide the employee full contractual salary for each month or part thereof that the employee survives for a period not to exceed twelve (12) calendar months. The maximum sum paid the employee shall not exceed his/her annual salary. District fringe benefits shall remain in full force during the period this benefit is in effect.

H. Personal Leave

Permanent employees may request leaves of absence for a maximum of one year without compensation for the following reasons:

1. Ill Health
2. Parental Care
3. Acceptance of Scholarship or Fellowship
4. Overseas Teaching
5. Career Leave (not to include certificated employment in another school district)
6. Other Personal Reasons

Scheduled increments and adjustments in salary are not allowed for such leaves. Retirement credit shall be the responsibility of the employee. An employee requesting a leave for a full school year must make the request to the Personnel Office by May 15. Employees requesting leaves less than a full year must make the request far enough in advance so that suitable arrangements may be made for their absence. An employee wishing to return from a full year's leave of absence must notify the Personnel Office of his/her desire to return in writing prior to March 15. Failure to meet this deadline may result in the employee's termination.

A request for a leave of absence must include the beginning and ending dates of the leave. Employees on leaves of absence for less than a full school year will be allowed to return to duty on the Board of Trustees' approved date and time established when the leave was granted. An employee on a leave of absence will have the option of continuing to receive health and dental coverage by submitting a personal check for the full amount of monthly premiums made out to the carrier and routed through the District Business Office. This is contingent upon the insurance carrier's agreement to provide such coverage.

I. <u>Adoption Leave</u>

Unit members shall have the right to use up to sixteen (16) consecutive workdays of sick leave or extended illness leave for absences necessitated by the adoption of a child.

J. Family Care and Medical Leave

1. Eligibility:

The District shall grant family care and medical leave of a minimum of twelve (12) work weeks during any 12-month period, to eligible employees, for the following reasons:

a. Because of the birth of a child of the employee or placement of a child with the employee in connection with the adoption or foster care of the child by the employee.

b. To care for the employee's child, parent or spouse with a serious health condition.

c. Because of the employee's own serious health condition that makes him/her unable to perform the functions of his/her position. However, this does not include leave taken for disability on account of pregnancy, childbirth or related medical conditions.

2. Definitions:

a. Child means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child.

b. Eligible employee means an employee who has at least 12 months of service with the employer, and who has at least 1,250 hours of service with the employer during the previous 12-month period. Full-time teachers are deemed to meet the 1,250 hours of service requirement.

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

d. Serious health condition means an illness, injury, impairment, physical or mental condition that involves either of the following:

(1). Inpatient care in a hospital, hospice or residential health care facility.

(2). Continuing treatment or continuing supervision by a health care provider.

3. Rights to Reinstatement and Maintenance of Benefits:

a. An employee on family care and medical leave has the right to be reinstated to the same or a comparable position when he/she returns from such leave with the following exception:

An employee who takes leave has no greater right to reinstatement than if he/she had been continuously employed during the leave period. If the district reduces its work force during the leave period and the employee is laid off for legitimate reasons at that time, he/she is not entitled to reinstatement, provided the district has no continuing obligations under a collective bargaining agreement or otherwise.

b. During the period when an employee is on family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority or any employee benefit plan.

c. The district shall continue to provide an eligible employee on family care and medical leave, the group health plan coverage, including dental, that was in place before he/she took the leave. If the employee fails to return to district employment after the expiration of the leave, for any reason other than the

continuation, recurrence or onset of a serious health condition, or other circumstances beyond his/her control, he/she shall reimburse the district for premiums paid during the family care and medical leave.

4. Terms of Leave:

a. The terms of the leave shall be for twelve months. This twelve month period shall be measured backward from the date an employee uses any family care and medical leave.

b. Leave taken pursuant to the California Family Rights Act shall run concurrently with leave taken pursuant to the federal Family and Medical Leave Act (FMLA), except for any leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. In addition to family care and medical leave, an employee may be entitled to take pregnancy disability leave of up to four months. During the otherwise unpaid portion of pregnancy disability leave, the employee may use accrued paid leave in accordance with other Leave provisions in Article XIV.

c. Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not have to be taken in one continuous period of time.

d. If both parents of a child work for the district, each parent may take up to twelve weeks of family care and medical leave related to the birth or placement of the child.

e. At the option of the employee, accrued sick leave may be used in accordance with other Leave provisions in this Article. Use of leaves run concurrently with Family Care and Medical Leave.

5. Request for Family Care and Medical Leave:

a. An employee shall request family care and medical leave in writing, at least thirty days before the commencement date of the leave. If the leave becomes necessary less than thirty days before its commencement, the employee shall provide such notice as soon as practicable.

b. In every case in which the necessity for the leave is foreseeable, and based on planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of district operations. This scheduling shall be subject to the health care provider's approval.

6. Certification of Health Condition:

a. A request by an employee for family care and medical leave for his/her serious health condition, or to care for a child, parent or spouse with a serious health condition, shall be supported by a certification from the health care provider of the employee or such other person as applicable. The certification shall include the following:

(1). The date on which the serious health condition began.

(2). The probable duration of the condition.

(3). If the employee is requesting leave to care for a child, parent or spouse with a serious health condition, the health care provider's certification of both of the following:

(a) Estimated amount of time the health care provider believes the employee needs to care for the child, parent or spouse.

(b) Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent or spouse.

(4) If the employee is requesting leave because of his/her own serious health condition, the health care provider's certification that due to the serious health condition, the employee is unable to perform the functions of his/her job.

(5) If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave.

b. If the district doubts the validity of a certification that accompanies a request for leave, the district may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the district may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense.

If additional leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide re-certification in the manner specified in the preceding paragraph.

c. Request for leave may be denied if the requirements of certification are not met.

d. Employees who take family care and medical leave for their own serious health conditions shall present certification from their health care provider to the effect that they are able to resume work.

7. Notifications:

Upon the employee's completion of request (Section 5) and certification (Section 6), the District shall provide the following:

a. A statement that the leave will be counted against the employee's annual family care and medical leave entitlement.

b. Requirements for the employee to furnish medical certification of a serious health condition.

c. Notice of the employee's option to use accrued paid leave in accordance with other Leave provisions in this Article and conditions related to the use of such leaves.

d. Health benefit arrangements.

e. The employee's right to restoration to the same or an equivalent job with certain exceptions, in accordance with Section 3 a.

f. The employee's potential liability for health benefits should the employee not return to service.

g. The District's requirement that the employee, upon return, present medical certification to the effect that he/she is able to resume work.

8. Records:

The District shall maintain records pertaining to individual employee's use of family care and medical leave.

K. Sabbatical Leave

Sabbatical leave is a leave of absence to provide the opportunity to prepare for improved service to the school district.

1. Employee must have status as a permanent employee.
2. Employee must have rendered service in the District in a position or positions requiring certification qualifications for at least seven (7) consecutive years preceding the beginning of the leave.
3. Applicants for sabbatical leave under this section shall agree to undertake a planned program.
4. Independent study leave is one during which the employee pursues a program of study, research and/or experience.
5. Application for sabbatical leave under this section shall fulfill the terms of the fellowship or grant.

The maximum number of employees on sabbatical leave during any one semester shall be limited to one and one-half percent (1 1/2%) of the certificated staff.

Application for sabbatical leave must be filed with the Personnel Office by March 1 for the following school year, or by October 1 if for the spring semester only. The Superintendent will give notice to the applicant whether the request is granted or rejected within sixty (60) days after the due date for filing the application.

Absence on sabbatical shall count as a regular period of service and shall not interrupt the employee's progress on the salary schedule.

The employee who has been granted sabbatical leave and who has complied with the provisions under which such leave was granted will receive fifty (50) percent of the employee's regular salary for the period of time for which the sabbatical leave was granted, computed on a monthly basis.

Upon the employee's return, the employee shall be required to render two (2) years of service to the District if the employee is on a one year sabbatical or one (1) year of service if the employee is on a semester sabbatical.

The salary for the sabbatical leave may be received:

1. In two (2) equal annual installments during the first two years following the return from the sabbatical leave, the first installment at the end of the first semester of teaching following the leave, the second installment at the end of the third semester following the leave.
2. In the same manner as if the employee were teaching in the District, upon furnishing by the employee of a suitable bond indemnifying the District against loss in the event that the employee fails to render at least two (2) years of service in the Rio Linda Union School District immediately following such leave.
3. Any employee who has been granted a sabbatical leave but does not fulfill his/her legal commitment of working a minimum of two (2) years following such leave shall pay interest on the unpaid balance at no more than the rate at which the County Treasurer was paying on District funds at the time the employee was scheduled to return to the District. Interest will be charged on the unpaid balance commencing at the time an employee requests a release from his/her contract, which changes the employee’s official responsibility within the District. The principal plus interest owed the District must be paid within a 5 year period following employee’s request.

Sabbatical leave shall count toward retirement and the retirement and annuity contributions of the employee shall be collected.

At the expiration of a sabbatical leave, the certificated employee who has been granted such a leave will be reinstated, unless the employee and employer before the leave begins agree otherwise, in the position held at the time the leave was granted, i.e., classroom teacher, counselor, speech therapist, etc.

L. Catastrophic Leave

1. Description:

Eligible permanent unit member (see section 2d) who is suffering from a catastrophic illness or injury may request donations of sick leave credits under the catastrophic leave program. An eligible permanent unit member whose dependent child (see section 2h) is suffering from a catastrophic illness or injury may request donations of sick leave credits under the catastrophic leave program. "Catastrophic illness" or "injury" is defined as an illness or injury that is expected to incapacitate the employee, or a dependent child of the employee, for an extended period of time and creates a financial hardship for the employee because he/she has exhausted all of his/her accrued sick leave.

2. Contributions:

a. Days in the Catastrophic Leave Bank shall accumulate from year to year.

b. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the participant.

c. Initially, to join the catastrophic leave bank program, employees must have permanent status and must have at least nine (9) days of accrued sick leave remaining after donating to the bank.

d. Participation is voluntary, but participation requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.

e. The annual rate of contribution by each participating member for each school year shall be one day of sick leave.

f. The District shall supply enrollment forms for the Catastrophic Leave Bank to employees. The members will fill out the appropriate form and sign it authorizing the contribution. The same contribution will continue to be donated each year to the bank unless canceled by the employee. The District shall deduct contributions between beginning of school year and October 1 of each school year. Members returning from extended leave and new members may contribute within thirty (30) days of beginning work.

g. Cancellation on the proper form, may be effected at any time and the Member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the bank shall not be returned if the member effects cancellation.

h. A dependent child, for purposes of the Catastrophic Leave Bank, is defined as one who is biological, step-child, or legally adopted by the eligible permanent unit member.

3. Withdrawals From the Bank:

a. To request a withdrawal under this program, the employee shall provide verification of the catastrophic injury or illness by means of a letter, dated and signed by a physician, indicating the incapacitating nature and probable duration of the illness or injury.

b. If a participant is incapacitated, applications may be submitted to the Catastrophic Committee by the participant's agent or member of the participant's family.

c. Leave from the Bank may not be used for an illness or disability which qualifies the Participant for Worker's Compensation benefits, unless the participant has exhausted all accrued leaves and workers' compensation benefits have terminated. If the District challenges the Worker's Compensation Claim, the participant may draw from the Bank but upon settlement of the claim, the Bank shall be reimbursed the days by the District.

d. Participants must use all sick leave (but not differential leave) available to them before being eligible for a withdrawal from the bank.

e. For participants who have differential leave available, the District shall pay the participant full pay and the Bank shall be charged one-half (1/2) day.

f. Initial withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) workdays. Additional days may be granted upon request and approval of the Catastrophic Leave Committee. The maximum number of days granted to an employee shall be one hundred (100) days. Unused days by the recipient shall be returned to the Catastrophic Leave Bank.

g. The first ten (10) duty days of catastrophic illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay. For example, if the participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the eleventh workday.

h. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee may approve withdrawal up to the maximum days in the bank.

i. Approval of any request shall require a majority vote of the committee and shall be final and binding and not subject to the grievance procedure of the Collective Agreement in force between the District and RLEA.

4. Administration of the Bank:

a. The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the participants and to the District.

b. The Committee shall consist of three (3) standing committee members, two (2) at-large members. The standing committee members shall be the Director of Personnel, the RLEA President or his/her designee, and another District staff person selected by the Assistant Superintendent, Personnel. The at-large members shall be selected by the RLEA executive board.

c. Application shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) workdays of receipt of the application.

d. The Committee shall keep all requests confidential.

e. Following the enrollment period, beginning of school year through October 1, the Committee will compile the following information:

1. The names of participating members.

2. The names of any members who have canceled.

3. The total number of days in the bank.

5. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately in units of no less than one-half (1/2) day. Lottery method shall be used if there are not enough days to return unused days proportionately to the current members.

ARTICLE XV

SALARY RULES AND REGULATIONS

A. The scale for regular Standard Elementary teaching credentials shall consist of six (6) classifications:

Class A & B - A.B. degree or credential up to and including 23 accredited college units

Class C - Class A plus 24 accredited college units

Class D - Class A plus 36 accredited college units

Class E - Class A plus 50 accredited college units

Class F - Class A plus 65 accredited college units

Class G - Class A plus 80 accredited college units

Beginning employees will be classified for salary purposes according to the number of college and university credits. No credit will be given for professional growth units earned before employment.

B. In the placement of an employee new to the District, year-for-year credit for previous teaching will be given, not to exceed eleven years (e.g., a new employee with eleven years' previous experience would begin on Step 12).

1. If placement for a present employee changing to a new position within the District results in a lower salary than that currently received, he/she will be held at his/her current salary until such time as the reclassification results in a higher salary.

2. To receive a year's credit on the salary schedule, employees must have served under contract 75% or more of the school days in any school year. This fact must be verified in writing by the previous employer.

3. All certificated personnel will be given full credit on this schedule at the rate of one step for each year of service in this school district and must have been employed under contract 75% of a school year to constitute a complete year of service.

4. Credit through teacher retirement will be deemed as verified experience.

C. Units of credit for salary classification purposes may be earned and applied for credit as set forth below through the successful completion of college and university courses and participation in school district approved and/or conducted inservice programs and workshops. All certificated employees must obtain approval of units earned in courses not conducted by the District, in an advanced degree program, or in credential programs. Approval will be given by the TEPS Committee composed of unit members.

D. Step and Column increases will be implemented per Salary Schedule, Attachment A.

E. The TEPS Committee will determine the acceptability of each request for academy units. No more than 1/2 of the units submitted for each crossover on the salary schedule can be earned through academy units. The majority ruling of the committee will prevail. A description of acceptable academy units is suggested as follows:

1. Participation in District inservice programs, mini-courses and workshops may earn academy credit. Each inservice program, mini-course, and workshop may earn up to one (1) unit of credit for each 15 hours or one-half (1/2) unit of credit for 7 1/2 hours or one-third (1/3) unit of credit for 5 hours.

2. Conducting and/or attending workshops, either within the District or other school districts, may earn academy credit. Each workshop may provide up to one (1) unit of credit for each 15 hours or one-half (1/2) unit of credit for 7 1/2 hours or one-third (1/3) unit of credit for 5 hours.

3. Academy units will be applicable only to current district employees. New district employees will not be permitted to apply professional growth units obtained from other school districts to the District's salary schedule.

4. College, university and/or academy units, whether paid for by the District or the employee, and earned when an employee is receiving released time, may only be applied to the salary schedule when the scheduled class time requirement is 50% or more on the employee's own time.

5. College, university, and/or academy units may be applied to the salary schedule when the tuition or attendance fees are paid by the District only under the following conditions:

   a. The principal or supervisor requests the unit member's attendance.

   b. The unit member pays the cost of the units when they are not included in the basic attendance fee.

   c. If the unit member is receiving release time, 50% or more of the scheduled class time is on the unit member's own time.

F. Employees may not advance more than one annual step per year.

1. The adoption of a policy which permits the inclusion of lower division college units should not be retroactive but proceed from the date of adoption of the policy (1968-69 Salary Schedule).

2. A limit of six graduate units may be accepted for classification purposes from accredited professional schools, (theological seminaries, law school, business schools, etc.)

3. Quarter units are converted to semester units by multiplying the quarter units by two thirds (2/3). If this multiplication results in a number with a fraction of more than

one half (1/2), the number shall be rounded up to the next whole number. Each computation which results in a rounding to the next whole number must include a re-addition of all earned units and therefore results in an only one-time rounding up effect for any combination of fractions.

G. The final date for presenting written evidence of completion of course work for crossover purposes will be on August 5, providing the Personnel Department is notified in writing on or before May 1 that it is the intention of the employee concerned to present such evidence. Written evidence shall be limited to:

1. official transcripts with the school seal, or
2. the instructor's card with the registrar's stamp, or
3. a written statement by the employee that course work has been successfully completed and transcripts have been requested from the instructor or institution.

It is incumbent upon the employee to provide transcripts as soon as they are available. Changes in classification may be denied until such time as written evidence of units earned is presented.

All employees will be placed on the salary schedule according to the verification of units on file in the Personnel Department. Units not on file will not be honored. Employees meeting the above criteria on or before August 5 will have their pay warrants adjusted for crossover as of August 31.

H. Year-for-year credit on this schedule will be given for military service if such service was rendered while in the employ of this District. No more than two years of credit will be given for such military service.

I. Employees teaching half time or more but less than full time will receive their salary on a prorated basis.

J. Employees teaching at least fifty percent and less than seventy-five percent of the total yearly teachers' workdays shall earn one-half credit for salary classification purposes.

K. A substitute will be provided, a District expense, for any certificated employee who is requested by the employer to leave the classroom to become the temporary on-site administrator. This is applicable for a half-day or longer-day basis.

L. Certificated employees will be paid an hourly rate on the salary schedule holidays, weekends, summer vacation, or after 5:00 p.m. for working on categorically funded programs; i.e., component writing for Title I and SI. Scheduling of such work must have the approval of the principal. District general funds are not to be used for this purpose.

M. Employees whose initial date of service falls after September 1, 1984, are required to have been assigned to two different schools prior to receiving supermaximum pay after 25 years of service and three different schools prior to receiving supermaximum pay after 30 and 34 years of service. If the school assignment is only for one year, the length of the assignment must fulfill the 75% service requirement. Permanent employees may use assignments in temporary status to meet this requirement if they were employed under a regular teacher contract (substitute assignments of any length are not applicable) and there was no break in service between temporary and probationary employment. Employees in Special Education assignments at the time they become eligible for the supermaximum pay after 25, 30 and 34 years are exempt from the two or three-school requirement respectively.

N. Employees whose daily assignment requires the use of their personal automobile for travel between two or more schools shall be paid mileage at the present District rate.

O. Mandatory deductions from gross earnings are those required by law, including Federal and State Income Taxes, State Teachers' Retirement System, and refunds to the District (e.g., salary overpayment). Voluntary deductions are those deductions the employee may elect to

have taken from his/her gross earnings (e.g., tax sheltered annuities, credit union, medical/hospital insurance). Voluntary deductions must be initiated in writing by the employee.

P. Employees receiving 12 pay warrants may have the option of receiving their three summer school checks at the end of the school year.

Article XV – Attach A

RIO LINDA UNION SCHOOL DISTRICT
2007-2008 TEACHERS' SALARY SCHEDULE

12 months
185 + 12
HOURS

2.52% Increase on the 2006-2007 Salary Schedule

Effective 2007/2008 Work Year

Adopted October 29, 2007

		AB DEGREE UP TO AND INCLUDING	DEGREE PLUS COLLEGE UNITS REQUIRED FOR ADVANCE IN CLASSIFICATION				
		23 UNITS	24 UNITS	36 UNITS	50 UNITS	65 UNITS	80 UNITS
		CLASS A & B	CLASS C	CLASS D	CLASS E	CLASS F	CLASS G
STEP 1	ANNUAL	40228	42094	42356	42619	42865	43899
	MONTHLY	*3352.33*	*3507.83*	*3529.67*	*3551.58*	*3572.08*	*3658.25*
	DAILY	*215.12*	*225.10*	*226.50*	*227.91*	*229.22*	*234.75*
STEP 2	ANNUAL	42094	42349	42606	42863	43733	45730
	MONTHLY	*3507.83*	*3529.08*	*3550.50*	*3571.92*	*3644.42*	*3810.83*
	DAILY	*225.10*	*226.47*	*227.84*	*229.21*	*233.87*	*244.55*
STEP 3	ANNUAL	42349	42606	42863	44001	45675	47659
	MONTHLY	*3529.08*	*3550.50*	*3571.92*	*3666.75*	*3806.25*	*3971.58*
	DAILY	*226.47*	*227.84*	*229.21*	*235.30*	*244.25*	*254.86*
STEP 4	ANNUAL	42606	43534	44656	46018	47683	49685
	MONTHLY	*3550.50*	*3627.83*	*3721.33*	*3834.83*	*3973.58*	*4140.42*
	DAILY	*227.84*	*232.80*	*238.80*	*246.09*	*254.99*	*265.70*
STEP 5	ANNUAL	44545	45659	46775	48135	49809	51801
	MONTHLY	*3712.08*	*3804.92*	*3897.92*	*4011.25*	*4150.75*	*4316.75*
	DAILY	*238.21*	*244.17*	*250.13*	*257.41*	*266.36*	*277.01*
STEP 6	ANNUAL	46772	47889	49003	50354	52030	54017
	MONTHLY	*3897.67*	*3990.75*	*4083.58*	*4196.17*	*4335.83*	*4501.42*
	DAILY	*250.12*	*256.09*	*262.05*	*269.27*	*278.24*	*288.86*
STEP 7	ANNUAL	49108	50227	51343	52701	54350	56355
	MONTHLY	*4092.33*	*4185.58*	*4278.58*	*4391.75*	*4529.17*	*4696.25*
	DAILY	*262.61*	*268.59*	*274.56*	*281.82*	*290.64*	*301.36*
STEP 8	ANNUAL	51567	52687	53797	55153	56832	59025
	MONTHLY	*4297.25*	*4390.58*	*4483.08*	*4596.08*	*4736.00*	*4918.75*
	DAILY	*275.76*	*281.75*	*287.68*	*294.94*	*303.91*	*315.64*
STEP 9	ANNUAL	51567	55255	56380	57740	59409	61406
	MONTHLY	*4297.25*	*4604.58*	*4698.33*	*4811.67*	*4950.75*	*5117.17*
	DAILY	*275.76*	*295.48*	*301.50*	*308.77*	*317.70*	*328.37*
STEP 10	ANNUAL	51567	55255	59342	60445	62116	64114
	MONTHLY	*4297.25*	*4604.58*	*4945.17*	*5037.08*	*5176.33*	*5342.83*
	DAILY	*275.76*	*295.48*	*317.34*	*323.24*	*332.17*	*342.86*
STEP 11	ANNUAL	51567	55255	59342	63277	64955	66954
	MONTHLY	*4297.25*	*4604.58*	*4945.17*	*5273.08*	*5412.92*	*5579.50*
	DAILY	*275.76*	*295.48*	*317.34*	*338.38*	*347.35*	*358.04*
STEP 12	ANNUAL	51567	55255	59342	63277	67943	69934
	MONTHLY	*4297.25*	*4604.58*	*4945.17*	*5273.08*	*5661.92*	*5827.83*
	DAILY	*275.76*	*295.48*	*317.34*	*338.38*	*363.33*	*373.98*

Salary Schedule History
Adopted 6/28/04-1% (retro to 3/1/04)
Adopted 1/10/05 – 1.57% (retro to 1/1/05)
Adopted 2/6/06 – 2.3% (retro to employee 05-07 work yr)
Adopted 11/13/06 – 4.43% (retro to employee 06-07 work yr)
Adopted 10/29/07 – 2.52% (retro to employee 07-08 work yr)

SUPERMAXIMUM:

Employees in Class F and G shall be granted an additional amount of pay annually according to the following schedule:

$1,437 after sixteen (16) years of certificated employment with the District, and an additional

$1,437 after twenty-one (21) years of certificated employment with the District, and an additional

$1,437 after twenty-five (25) years of certificated employment with the District, providing the employee meets the requirement of having worked in two schools as outlined in Article XIV, Section M, and an additional

$1,437 after thirty (30) years of certificated employment with the District, providing the employee meets the requirements of having worked in three schools as outlined in Article XIV, Section M, and an additional

$1,437 after thirty-four (34) years of certificated employment with the District, providing the employee meets the requirement of having worked in three schools as outlined in article XIV, Section M.

Certificated employees who hold tenure and have earned their Master's Degree will be granted an additional $1,437 per year. (Exception: Speech Therapists as follows: Probationary Speech Therapists who have earned their Master's Degree will be granted an additional $1,437 per year at the time of their initial employment.)

Certificated employees who hold tenure and have earned their Doctorate's Degree will be granted an additional $1,437 per year.

School Counselors who have completed two years of consecutive temporary service and have earned their Master's Degree will be granted an additional $1,437 per year.

School Counselors who have completed two years of consecutive temporary service and have earned their Doctorate's Degree will be granted an additional $1,437 per year.

Employees assigned to special education programs during the 1975-76 school year, who received stipends as part of their salaries will continue to receive such stipends (Special Day Class - $300; Speech Therapist - $500). Any teacher electing to leave a special education assignment and returning to the regular classroom will no longer be eligible for a stipend upon returning to a special education assignment. No other special stipends will be granted to employees, either new to the District or presently employed.

Hourly Rates:

Other Additional Hours	$40.00 per hour (**effective July 1, 2008)**
Summer School Head Teacher	$42.00 per hour (**effective July 1, 2008)**
Summer School Teacher (Only)	$40.00 per hour (**effective July 1, 2008)**

Certificated employees will be paid $40.00 **(effective July 1, 2008**) per hour on holidays, weekends, summer vacation, or after 5:00 p.m., for working on categorically funded programs, i.e., component writing for Title I and SI. Scheduling of such work must have the approval of the principal. District general funds are not to be used for this purpose.

ARTICLE XVI

EMPLOYEE BENEFITS

A. Programs

1. **Group Insurance Plans.** The District provides a health, dental and term life insurance program for eligible unit members. (Health insurance means medical insurance, e.g., Kaiser.) The providers for these plans and current rates are listed below. Participation by the District and/or any unit member in a specific plan is subject to the rules of the plan provider. Specific benefits offered in each plan are subject to change by the provider. The providers determine whether all unit members must participate in the group plan, the rates for the participation by two unit members who are spouses, or whether individual unit members may opt out. Under the current providers, unit members may opt out of health insurance but must participate in dental and life insurance programs.

2. **Cafeteria Program.** The District provides funding for health and welfare benefits for eligible unit members under a Cafeteria program. The District provides maximum monthly contributions of $559.50 for full-time Kaiser "single unit members", $454.76 for full-time PacifiCare "single unit members, $1,014.14 for full time Kaiser "family unit members", and "909.40 for fulltime PacifiCare "family unit members" who enroll in a health insurance plan. The District's monthly contribution shall first be applied to the cost of the group health/dental/life insurance plans that the unit member is enrolled in. Any excess funds may be applied pre-tax to I.R.C. 125 Plan programs, or taken in cash on a taxable basis at the option of each unit member. Any unit member who can provide proof of alternative health insurance and who opts out of voluntary participation in all group health insurance plans will

receive $56.00 pre-tax for I.R.C. 125 programs or in cash on a taxable basis per month.

3. **I.R.C. 125 Plan.** The District maintains an I.R.C. 125 Plan for voluntary participation by eligible unit members. Unit members may enroll in order to authorize pre-tax payroll deductions for the cost of insurance which exceeds the maximum District contribution, for out-of-pocket health and welfare benefit expenses, for tax sheltered annuity plans, for income protection insurance and for any other benefit program covered by the Plan.

4. **Employee Assistance Plan.** The District provides and pays the cost of an Employee Assistance Plan (EAP) for all unit members. The plan contents are subject to change by the plan provider.

5. **Retirement Health Insurance Programs.** (See Sections E. and F.)

B. Eligibility

1. "Eligible unit member" means the following: unit members assigned for 75% or more of a full time position for the job classification shall receive the full District contribution. Unit members assigned for 50% to less than 75% of a full time position for their job classification shall receive the same percent of the full contribution as their F.T.E. (e.g., 50% equals 50% contribution.)

2. "Single unit member" is a unit member who elects to participate in single employee coverage for group insurance plans. A "family unit member" is a unit member who is eligible for spouse and/or dependent coverage and who is enrolled in a health insurance plan for family coverage. A unit member must notify the District within 20 calendar days after any change in status. A change in status will normally become effective the month following the date of filing of a revised health insurance enrollment form.

3. A newly employed unit member is eligible to enroll in group insurance plans or opt out of insurance within 30 days after employment. Participation shall be effective at the beginning of the next month provided insurance enrollment and payroll deduction deadlines are met.

4. A unit member on a paid leave of absence shall continue to receive the District monthly Cafeteria Plan contribution for health benefits. A unit member who commences an unpaid leave of absence, except for a Family Care and Medical Leave, during a work month shall receive the District Cafeteria Plan contribution for the balance of that month. The unit member shall be allowed to continue insurance coverage at his/her own expense thereafter.

5. Eligibility for insurance coverage and the District monthly Cafeteria Plan contribution shall terminate on the last day of the last month of employment except for eligibility extended to retired unit members.

C. Group Insurance Plans

1. Based upon twelve (12) equal payments, the following group insurance plans are offered at the listed monthly premiums for employees who are eligible and participate in the health insurance programs. For FTE pro-ration and eligibility see Section B - Eligibility.

SINGLE EMPLOYEE COVERAGE

Kaiser Single (effective September '07 Payroll for health coverage effective October 2007) and shall be on-going

	Plan Cost	District Pays	Employee Pays
Health Insurance	$559.50	$559.50	$-0-
Dental Insurance	52.35	52.35	-0-
Life Insurance	8.00	8.00	-0-
Total	**$619.85**	**$619.85**	**$-0-**

PacifiCare Single(effective September '07 Payroll for health coverage effective October 2007) and shall be on-going

	Plan Cost	District Pays
Health Insurance	$429.97	$454.76
Dental Insurance	52.35	52.35
Life Insurance	8.00	8.00
Total	**$490.32**	**$515.11**

$24.79 savings distributed to employees as one-time bonus for 2007/2008.

FAMILY EMPLOYEE COVERAGE

Kaiser Family (effective September '07 Payroll for health coverage effective October 2007) and shall be on-going

	Plan Cost	District Pays	Employee Pays
Health Insurance	$1,119.01	$1,014.14	$-104.87
Dental Insurance (employee only)	52.35	52.35	-0-
Life Insurance ($50,000)	8.00	8.00	-0-
Total	**$1,179.36**	**$1,074.49**	**$104.87**
Family Dental (employee paid)	$65.42	$-0-	$65.42

PacifiCare Family (effective September '07 Payroll for health coverage effective October 2007) and shall be ongoing

	Plan Cost	District Pays
Health Insurance	$861.46	$909.40
Dental Insurance	52.35	52.35
Life Insurance	8.00	8.00
Total	**$921.81**	**$969.75**
Family Dental (employee paid)	$65.57	$-0-

$24.79 savings distributed to employees as one-time bonus for 2007/2008.

2. Eligible Employees Opting Out of Health Insurance shall continue to receive $56 in Lieu of Benefits.

D. Payroll Deductions

1. Each unit member shall complete a payroll deduction authorization to cover the cost of group insurance plans above the District contribution and/or for I.R.C. 125 Plan contributions. The amount off such payroll deductions shall be automatically increased or decreased to the extent each unit member's out-of-pocket costs for insurance premiums (amount above district contribution) changes. Each unit member must revise his/her payroll deduction authorization in order to change participation in other I.R.C. benefit plans.

E. Early Retirement Health and Welfare Program

1. Unit members retiring from the District and who have been employed in the District for a minimum of ten (10) years and who retire under either (1) STRS regular program between the age of 55 and their 65th birthday, or (2) STRS Alternative B – 30 and Out, Early Retirement Program may, upon written request, elect a medical plan and receive a District monthly contribution for single coverage in the amount of $559.50 for Kaiser or $454.76 for PacifiCare. The District contribution shall be adjusted in an amount equal to any adjustment in the District contribution to single employee health (medical) insurance premium only (not District cafeteria contribution).

2. The District contribution shall continue until the retiree's 65th birthday.

F. Retiree Participation in Group Insurance Plans

1. When allowed by insurance providers, group insurance plans will be made available to retirees and their spouses, or to the surviving spouses of retirees.

2. Retirees are responsible to apply for enrollment in the District's group insurance plans and to make premium payments promptly to the District when due. Retirees who fail to submit required information and premium payments timely will result in exclusion from the program.

ARTICLE XVII

EARLY RETIREMENT INCENTIVE PLAN

A. Purpose

The purpose of the Early Retirement Incentive Plan is to provide qualified plan applicants an incentive for early retirement.

B. Conditions of the Plan

Certificated employees, at their own option and with the District's approval, may elect to participate in the Early Retirement Incentive Plan under the following conditions:

1. The employee must have a minimum of ten years of service in the Rio Linda Union School District in a position requiring certification. A year of service is defined as working at least seventy-five percent of the school work year.
2. An employee, in order to be eligible, must be between the ages of fifty-five and sixty.
3. Employees, in order to be eligible to participate, must actually resign from the school district.
4. The eligible employee may work from twenty to fifty days per school year, dependent upon the length of the agreement made by the employee and the District. Termination of the work agreement may occur at any time when mutually agreed upon by the Superintendent and the employee.

5. Compensation for services provided by certificated employees shall range from $2900 to $7250 contingent upon the participant's age attained prior to the school work year based on the following schedule:

Participant Age	Length of Participation Maximums	Incentive Pay Maximums	Service to District Maximums
59	1 year	$2900	20 days
58	2 years	$3625	25 days
57	3 years	$4350	30 days
56	4 years	$5800	40 days
55	5 years	$7250	50 days

6. Assignments for the participant may include but will not be limited to the following:

a. Curriculum projects
b. Material development for instructional materials service
c. Assisting in the development of inservice programs
d. Updating and revising of school district publications
e. Helping with staffing programs
f. Analysis of testing data
g. Updating and revising of school district policies and regulations
h. Demonstration teaching
i. Project writing
j. Project evaluations
k. Tutoring
l. Coordinating of volunteers
m. Child welfare and attendance

7. Applications for participation in the Early Retirement Incentive Plan must be made through the Personnel Office sixty calendar days prior to the effective date of retirement or resignation.

8. The contract may be terminated upon the mutual agreement of the participant and the school district.

Note: See Section J. Miscellaneous Provisions; #7

ARTICLE XVIII

PEER ASSISTANCE AND REVIEW

A. Program Components

There shall be a Peer Assistance and Review Program (hereafter referred to as PAR) for certificated employees represented by Rio Linda Education Association (hereafter referred to as RLEA). PAR shall provide assistance and review through four program components:

1. Mandatory Permanent Teacher Intervention Program

   This component of PAR shall provide intervention to permanent teachers who receive an "unsatisfactory" evaluation.

2. Voluntary Permanent Teacher Assistance Program

   This component of PAR shall provide support to permanent teachers desiring assistance in improving their practice.

3. Beginning Teacher Support Program (BTSA)

   This component of PAR shall provide assistance to eligible first and second year teachers.

4. First Year Teacher Support Program

   This component of PAR shall provide assistance to first year teachers who are not participating in the Beginning Teacher Support (BTSA) program and experienced teachers who are new to the District.

B. PAR Program Exclusion (PAR Panel)

The PAR Program shall not deal with teachers' employment issues which arise from accusations of neglect of duty or unprofessional conduct. (Ed Code 44932)

C. Peer Assistance and Review Panel

1. The PAR Program shall be governed by the PAR Panel composed of four (4) RLEA members selected by the RLEA Executive Board and three (3) Administrative members appointed by the Superintendent and approved by the Board of Trustees.

2. Decisions shall be made by consensus where possible. Should a vote be required, action shall be taken on a majority affirmative vote. Should a vote be required regarding mandatory participants, a quorum consisting of a majority of teachers shall be required.

3. Two (2) teacher alternates and (1) one administrative alternate shall be selected as needed to replace absent members, conduct meetings, perform duties, and make decisions. Alternates shall be selected in the same manner as panel members. (See #1). Alternates shall receive release time and/or compensation using the negotiated hourly rate or daily rate as determined by the panel.

4. The PAR Panel shall be responsible for:

a. Meeting a minimum of ten (10) times annually to review the work of the consulting teachers with their caseloads. The Panel shall meet after the members' workday and shall have a quorum of five to hold a meeting.

b. Selecting its own chair annually alternating the chair between RLEA and Administration.

c. Developing the budget for the PAR Program and submitting it to the Board for approval.

d. Selecting consulting teachers and other appropriate support personnel.

e. Evaluating consulting teachers, their interventions and documentation.

f. Accepting or rejecting voluntary requests from individual teachers to participate in the Voluntary Permanent Teacher Assistance Program.

g. Monitoring the progress of the Mandatory Permanent Teacher Intervention Program including making the decision on the success of mandatory permanent teacher participation and so advising the Board of Trustees.

h. Annually review the PAR Program and report to the Board. The annual review shall include, but not limited to, adherence to Core Beliefs Program, program implementation, and feedback from program participants.

i. Annually provide RLEA and the Board recommendations for improving the PAR Program Agreement.

j. Initiating the process for selecting an alternate to complete a panel member's term in the event he/she resigns or cannot fulfill responsibilities. (See #3; Section C)

k. Develop staff development plan to administer the provisions of the PAR Program.

5. A panel member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest. If necessary, determination of whether a conflict exists which justifies abstention from discussion or voting shall be subject to a majority affirmative vote.

6. The panel members and alternates shall assess their training needs and plan a training program. This plan shall focus on assisting the members in the implementation of their duties and responsibilities. The areas shall include, but are not limited to: current Peer Assistance and Review legislation; support of the BTSA Program; and California Standards for Teaching Profession.

7. Panel members shall receive a negotiated stipend for duties after the workday and release-time for duties required during the workday.

D. Teacher Panel Members

1. There shall be four (4) members and two (2) alternates selected by RLEA Executive Board.

2. Length of Term:

i. The four (4) panel members shall serve their terms on a staggered three-year cycle. Commencing with the approval of this agreement, two (2) members shall have three-year terms and two (2) members shall have two-year terms. The assignment of two-year terms and three-year terms will be determined by lot.

j. Alternate panel member's term shall be three years.

c. No limit on number of terms. When a panel member's term has expired, he/she may reapply.

d. If for any reason panel members cannot complete their assigned term, their replacement shall be appointed by the Executive Board.

E. Consulting Teachers

1. Consulting Teachers shall be selected by the PAR Panel.

2. Mentor teachers shall complete their three-year term as Consulting Teachers. They shall be assigned to support the PAR Program Components, as mutually agreed.

3. Consulting Teachers shall support one or more of the PAR Program Components.

4. Consulting Teachers may serve consecutive terms.

5. The Consulting Teachers' caseload will be determined by the Panel. The Panel shall collaborate with Ed Services personnel in the assignment of beginning teacher participants (BTSA) and first year teacher participants.

6. Consulting Teachers shall receive a stipend and release time based on their caseload.

7. The terms of Consulting Teachers are subject to annual evaluation by the Panel. The documentation of such evaluations shall not be made a part of the Consulting Teacher's personnel file except upon the express written request of the individual.

F. Mandatory Permanent Teacher Intervention Program (See J. Miscellaneous Provisions; #7)

The purpose of the Program is to provide intervention to permanent teachers whose performance has been evaluated as "unsatisfactory". (Participating Teacher)

1. The prime focus of this Program is to provide participating teachers assistance and renew their quality of teaching.

2. Permanent teachers, who receive an unsatisfactory evaluation, shall be mandated to participate in the program. For the purposes of the PAR program, an unsatisfactory evaluation shall occur when a teacher does not meet District expectations in Instructional Techniques and Strategies (A) on the Teacher Evaluation Report (Admin 17-C); and, in addition, does not meet District expectations in one or more of the following criteria on the Teacher Evaluation Report: Progress of Pupils Toward District Standards of Expected Achievement (D); Adherence to Curricular Objectives (C); and, Establishment and Maintenance of a Suitable Learning Environment (B).

3. While the term of this assistance shall normally be for one school year, the intervention may be extended to a second year if the PAR Panel believes progress is being made although the participating teacher may not have returned to a satisfactory level of performance.

4. Assistance and remedial efforts and activities shall be intense and multifaceted and shall be preceded by a conference. The conference shall involve the teacher being referred, the principal, and the consulting teacher. The purpose of the conference is to develop an Individual Professional Growth Plan. If the participating teacher so desires, RLEA shall provide representation in this meeting.

5. Collaborative communication and consultation between the participating teacher, Consulting Teacher, and the principal shall be ongoing.

6. The Consulting Teacher shall provide written and verbal performance reports during a conference with the participating teacher. The written reports shall be provided to the PAR Panel.

7. The assistance shall be provided by the Consulting Teachers under this article and shall be closely monitored by the PAR Panel.

8. The permanent teacher shall be entitled to review all reports generated by the Consulting Teacher prior to submission to the PAR Panel and to have his/her comments included.

9. The Consulting Teachers shall provide an oral report and all written documentation regarding the progress of the participating teachers to the PAR Panel.

    a. The participating teacher and principal may be present for the Consulting Teacher's presentation and will be given an opportunity to respond to the report.

10. The deliberations of the PAR Panel shall be closed and confidential; their decisions shall be based on the information provided by the Consulting Teacher, the principal, and the participating teacher.

a. The decision of the PAR Panel shall be reported to the teacher, the Consulting Teacher, the principal, and the Assistant Superintendent, Personnel.

11. During the period of assistance, the participating teacher's evaluation shall be the responsibility of the principal.

12. Nothing in this article precludes the principal or District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of his/her professional obligations.

G. Voluntary Permanent Teacher Assistance Program

The purpose of the program is to encourage voluntary teacher participation and give teachers the professional responsibility to support and play a key role in the assistance of their colleagues.

1. The prime focus of the program is to provide an opportunity for permanent teachers to improve their effectiveness through peer assistance.

2. The teachers desiring to participate in the program shall submit a request to the Panel for approval.

3. A teacher's participation in the program shall be a maximum of one year.

4. All communications between the Voluntary teacher and the Consulting Teacher will be confidential, and shall not be shared with others, including the Panel, without written consent of the participating teacher.

H. Beginning Teacher Support Program (BTSA)

The purpose of the Program is to deliver beginning teacher-centered quality services that will enhance the academic achievement and over-all growth of students.

1. The prime focus of the Program is to provide beginning teachers, who participate in BTSA, enhanced professional growth and development and increase their competency through a comprehensive induction process.

2. Eligibility requirements to participate in the program are as follows:

   a. Meet the state eligibility requirements.

   b. Be a credentialed teacher in the District.

   c. Agree to fulfill program participation requirements a minimum of two semesters. A maximum of two years is preferable.

3. Teachers shall gain a professional voice by working closely with experienced colleagues to chart their own progress through the continuum of skills, knowledge, and abilities associated with each of the six Standards of the Teaching profession (CSTP) and the California Formative Assessment and Support System for Teachers (CFASST).

4. All activities between consulting teacher and BTSA teacher are confidential. Formative assessments are strictly between the Consulting Teacher, beginning teacher, and BTSA. BTSA activities are not to be used for evaluation purposes.

I. <u>First Year Teacher Support Program</u>

The purpose of the program to provide guidance and assistance to first year teachers and experienced teachers who are new to the District.

1. The prime focus of the program is to provide assistance to first year and new teachers in the areas of understanding the District and school culture; explaining school procedures; district expectations; ordering materials and supplies; duties and responsibilities.

2. Teachers, who are new to the District and not participating in BTSA, are eligible to participate in the program.

3. Teachers who are selected to participate in the program shall be assigned a Consulting Teacher or other appropriate support person. There will be a conference between the teacher and the assigned personnel to develop an assistance plan.

4. Activities between the Consulting Teacher or other support person and the participating teacher are confidential.

J. Miscellaneous Provisions

1. This program shall be a partnership program.

2. Confidentiality. All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, panel members and Consulting Teachers may disclose such information only as necessary to administer this article.

3. The Peer Assistance Program shall be reviewed annually.

4. Expenditures for the Program shall not exceed revenues received through passage of AB1x (1999, Villaraigosa or successor legislation) excluding the allowable administrative cost.

5. Funds shall be budgeted to enable the Consulting Teachers to provide for release days and/or conferences as developmental tools with the teachers assigned to the Program.

6. At the conclusion of the 2000/2001 fiscal year, if revenue exceeds expenditures, the PAR Panel shall meet to determine the allocation of the surplus.

7. It is understood and agreed that this Article shall be placed in abeyance if for any reason there exists an inability for full funding thereof. The parties agree that as of the 2003/2004 school year, this Article was placed in abeyance due to inability for

full finding. The Article may be made effective again upon the mutual written agreement of the parties.

8. The District shall hold harmless the members of the PAR Panel and the Consulting Teachers for any liability arising out of their participation in this Program as provided in Education Code Section 44503(c).

9. A teacher shall not have access to the grievance process to challenge the contents of reports, evaluations, or decisions of the Panel but may file responses which shall become part of the official record of the intervention.

10. Governing Board Review of Recommendations. The Board shall not be precluded from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment certificated employees required to participate.

11. Retention of Education Code Rights. Nothing herein shall modify or in any manner affect the rights of the Governing Board/district under provisions of the Education code relating to the employment, classification, retention or non-reelection of certificated employees.

    a. Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code Section 44938.

ARTICLE XVIII - ATTACHMENT A

PAR: Core Beliefs

We believe our PAR Program should provide our teachers and administrators the ability to work collaboratively to improve professional development.

We believe teachers have the professional responsibility to support and play a key role in the assistance and review of their colleagues.

We believe our District has a unique culture and history and we should design our PAR Program accordingly.

We believe the purpose of the program is to improve teacher effectiveness through assistance and review, and that this needs to be clearly communicated to our constituency groups: teachers, managers, Board, and community.

We believe the focus of the program shall be to encourage voluntary participation.

We believe that negotiating our PAR Program represents an opportunity to strengthen the quality of the teaching profession and promote a positive relationship between our teachers and administrators.

We believe our PAR Program should be negotiated in a non-adversarial manner.

We believe existing program models may be used as reference tools, but not as fixed templates, which might impede our development of a plan tailored to meet our agreed upon needs and goals.

We believe our PAR Program should be aligned with the California Standards for the Teaching Profession.

We believe that formal evaluation remains an administrative responsibility and not the consulting teachers.

We believe the implementation of PAR requires commitment time, resources, cooperation and flexibility on the part of the entire district.

ARTICLE XVIII - ATTACHMENT B

CONSULTING TEACHERS

A. Application Process

1. Consulting Teachers shall be selected by the PAR Panel.

2. Selection Criteria:

a. The teacher must be a full-time teacher and hold a valid California teaching credential.

b. Must have permanent status.

c. Five (5) years out of the last seven (7) years instructing pupils in the District. One year is defined as at least seventy-five percent (75%) of a school year.

d. Must have demonstrated exemplary teaching performance.

e. Agree to be trained in the CFASST process the summer following their selection.

f. Agree to work with all four components of the PAR Program:

1. Mandatory Permanent Teacher Intervention Program.

2. Voluntary Permanent Teacher Assistance Program.

3. Beginning Teacher Support and Assistance (BTSA).

4. First year Teacher Support Program.

g. A working awareness of the California Standards for the Teaching Profession (CSTP).

h. Commitment to building a collaborative relationship with assigned teachers, i.e., ability to nurture and offer emotional support to assigned teachers.

3. Application Procedures:

j. Written application for participation in the Consulting Teacher Program shall be submitted to the PAR Panel prior to a reasonable deadline established by the Panel.

k. Contents of the applicant's personnel file, including letters of recommendation and evaluation, shall not be available to the PAR Panel unless expressly authorized in writing by the applicant.

l. The PAR Panel, in conjunction with Educational Services, will develop job descriptions for Consulting Teachers which will reflect the stated purpose of the program.

m. The PAR Panel shall develop or adopt an application form which shall include:

1. Basic information about the candidates.
2. Years teaching and years in District.
3. Grade levels taught.
4. Degrees and credentials held.
5. Narrative responses to specific questions.

B. <u>Selection Process</u>

1. The Panel shall include the following:

a. Observation.

b. Review of application including letters of recommendation.

c. Interview.

d. Reference check.

ARTICLE XIX

ASSISTANT TO THE PRINCIPAL PROGRAM

A. A staff member will be selected to be an assistant to the principal for each school site.

1. Prior to the selection, a job description will be developed for the position and made available to all staff members.

2. Any permanent certificated staff member interested in the position will submit his/her name to the principal.

3. The principal will select from those names submitted. The principal will give major consideration to applicants who are pursuing or possess a valid administrative credential.

B. Responsibilities

1. Duties of the assistant to the principal will be selected from the following responsibilities:

a. Act as principal designee.
b. Assist with follow through or attendance problems.
c. Act as backup to the principal and assist with School Site Council activities.
d. Assist with attendance accounting.
e. Provide inservice and coordination of teachers' meetings.
f. Develop behavior management programs.
g. Organize and manage school incentive programs.
h. Assist with newsletters to parents.
i. Inventory and order supplies and textbooks.
j. Organize and manage special projects at the school.
k. Assist with preschool activities.
l. Manage and organize testing and survey materials.
m. Develop schedules and time lines.
n. Perform other responsibilities reasonably related to the position.

2. Duties during the principal's absence from the following responsibilities:

a. Act as principal designee.

b. Assume responsibility during crisis situations.

c. Assume responsibility to act on student referrals from teachers.

3. Prior to the applicant's accepting the position, the principal will meet with him/her to delineate the particular duties and time required of the position at the individual school site. Any subsequent changes in duties and hours will be mutually agreed to by the principal and the assistant to the principal. A copy of the duties will be given to the assistant.

4. The assistant may be expected to work up to 60 hours in a school year beyond the teacher workday.

C. Stipend

1. A stipend of $1800 will be paid to the assistant in quarterly payments.

D. Other

1. The assistant's evaluation as a teacher will not be based upon performance in the position of assistant to the principal.

2. Should the principal be absent from the school site a half day or more, the assistant may be released from classroom responsibilities and a substitute provided.

3. The District will, in a timely manner, develop a training program for assistants. The time required for such training may be release time.

ARTICLE XX

SUMMER SCHOOL

A. Selection Process

1. The District shall post at each school location notice of each summer school opening, along with job-related criteria for the position, together with a dead-line for applications which shall be within a reasonable length of time after posting and prior to the start of the summer school program.

2. Applications shall be filed with the District Personnel Office. First consideration for summer school positions shall be given to qualified unit members.

B. Hours

1. Unit members shall be paid for:

   a. scheduled instructional time

   b. required preparation/meeting time

   c. regularly scheduled duty time

2. All teachers shall receive a minimum of five (5) hours of paid preparation/meeting time before the starting date of summer school.

3. Head teachers shall receive a minimum of twenty (20) hours of paid preparation/meeting time before the starting date of summer school.

4. The Fourth of July shall be a paid holiday if it falls within the summer school schedule.

5. Air-conditioned schools shall be one of the primary considerations when selecting summer school sites.

C. Leaves

One day of sick leave shall be provided to summer school teachers who work from fifteen (15) to thirty (30) days, and an additional day will be added for those teachers who work in excess of thirty (30) days. Such unused sick leave shall be transferable to the regular school year. These days may be used for personal necessity as defined under the Personal Necessity Leave provisions of this contract.

D. Wages

See salary schedule.

ARTICLE XXI

NO STRIKE/NO LOCKOUT

A. Strikes Prohibited.

There will be no strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the District by the Association, its officers, agents, or members during the term of the Agreement, including compliance with the request of other labor organizations to engage in such activity.

B. Response to Violations.

1. The Association and the District recognize the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so.
2. Any unit member violating this Article may be subject to discipline up to and including termination by the District.
3. In the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy from any unit member and/or the Association.
4. Compliance with this Article does not preclude the right of any unit member to file a grievance.

C. No Lockout

The District agrees not to engage in any lockout of employees covered by this agreement.

ARTICLE XXII

TERMS OF THE CONTRACT

A. This Agreement represents the complete understanding and settlements between the Board and the Association of all issues which were a subject of negotiations. Unless by mutual agreement, neither party will be required during the life of this contract to negotiate any matter except the following:

B. The term of this contract between the Rio Linda Union School District and the Rio Linda Education Association shall be from July 1, 2007 through June 30, 2010, and will be deemed binding on both parties. The Association may reopen this contract to negotiate changes for the 2008/2009 and 2009/2010 school years by notifying the other party in writing of its desire to do so. Such written notification shall be presented at a public meeting of the Board during the month of March 2008 and March 2009. Salary compensation and benefits for the purposes of re-opening this contract to negotiate changes for 2008/2009 and 2009/2010, by either party, are treated as one re-opener.

C. For the Association:

2008/2009	Two re-openers to be unspecified
2009/2010	Two re-openers to be unspecified

D. The District will also receive two re-openers in 2008/2009 and two re-openers in 2009/2010.

E. This contract shall remain in full force and effect beyond the stated expiration date from day to day until such time as a new or modified contract is ratified by both parties.

Closure – Completion of 2007/2008 Negotiations

This agreement closes all bargaining for the 2007/2008 school year, and this settlement concludes negotiations and terminates the mutual duty to bargain except that the parties mutually agree in the event the proposed north area reorganization is not approved by the voters in November 2007, that negotiations shall be reopened in the 2007/2008 school year on the remaining reopener proposals as identified in RLEA's letter to the District dated May 29, 2007 and the District's response dated June 25, 2007.

Dated: October 29, 2007

For the Rio Linda Union School District	For the Rio Linda Education Association