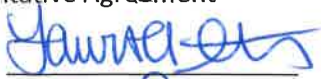


RUFT/RUSD Tentative Agreement

RUFT Signature



RUSD Signature



Date: April 12, 2019

TENTATIVE AGREEMENT

Between the

RESCUE UNION SCHOOL DISTRICT

and the

RESCUE UNION FEDERATION OF TEACHERS

April 12, 2019



**Rescue Teachers
Unite!**

The Rescue Union School District and the Rescue Union Federation of Teachers jointly agree to the following:

1. ARTICLE 1: RECOGNITION

1. The Board of Trustees recognizes the Rescue Union Federation of Teachers, Local 3581, CFT/AFT, AFL-CIO, as the exclusive bargaining representative of the certificated employees, listed below, in the school district known and designated as the Rescue Union School District. Teachers in this Agreement are defined as the Rescue Union Federation of Teachers, Local 3581, CFT/AFT, AFL-CIO.
2. As defined, this shall include: All full or part-time positions requiring a teaching credential, but not limited to, classroom teachers, RSP teachers, Title I teachers, librarians, nurses, special education teachers, and all employees in the above positions currently on ~~RUSD~~ District approved leaves.
3. Shall exclude: Any position requiring an administrative credential and substitutes, including, but not limited to, District Superintendent, Assistant Superintendents, Principals, Vice-Principals, Dean of Students, and District Psychologist.

2. ARTICLE 4: ORGANIZATIONAL SECURITY

The Federation President shall be granted .20 release time. The president will continue to be paid, by the District, at his/her current rate. ~~RUFT~~ The Federation shall share equally the cost of release time with the District based on the average salary of all new hires, including the cost of statutory benefits.

3. ARTICLE 5: DUES DEDUCTION

1. Membership in the Federation is not compulsory. An employee may join the Federation and maintain membership consistent with the constitution and by-laws of the Federation. No employee will be denied membership because of race, color, creed or sex.
2. The employer agrees to deduct the amount of dues certified by the Federation as the amount uniformly required of all members and pay the amount so deducted to the Federation.
3. All the funds collected by the County Office as a result of dues deductions shall be remitted

promptly to the appropriate financial officer designated by the Federation no later than the 15th of each month.

4. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations or any other plans or programs jointly approved by the Federation and the Board.

5. The District will deduct from the pay of Federation members and pay to the Federation, the normal and regular monthly Federation membership dues as voluntarily authorized in writing by the employee subject to the following conditions:

- a. Such deduction shall be made only upon written request by the employee to the Federation and then written request by the Federation to the County Office of Education.
- b. The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission
- c. Any employee who is paying dues may stop making those payments by giving written notice to the Federation during the period not less than thirty (30) and not more than forty-five (45) days before:
 1. The annual anniversary date of the employee's authorization or
 2. The date of termination of the applicable contract between the employer and the Federation, whichever occurs sooner.

The employer will honor the employee's check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Federation.

6. Unit members who are not members of the federation, as a condition of employment, shall pay to the Federation a fair share (agency) fee. The Federation shall set the fee in accordance with state and federal law.

7. Agency fees may be deducted from the unit members' payroll warrants or be paid in a lump sum per annum within thirty (30) days of the ratification of this agreement or, in the case of those who become unit members after the ratification of this article, within thirty (30) days of the first paid service as a unit member. The Federation may notify the District if a fair share fee payer is delinquent in direct payment to the Federation, and the District shall begin automatic payroll deduction of the service fee for the remainder of the contract.

8. The Federation agrees to indemnify the District and hold it harmless against any court action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation, and to pay any judgment or settlement liability arising out of such challenge.

9. ~~Agency fees may be deducted from the unit members' payroll warrants or be paid in a lump sum per annum within thirty (30) days of the ratification of this agreement or, in the case of those who become unit members after the ratification of this article, within thirty (30) days of the first paid service as a unit member. The Federation may notify the District if a fair share fee payer is delinquent in direct payment to the Federation, and the District shall begin automatic payroll deduction of the service fee for the remainder of the contract.~~ 1 J. (what is this?) The Federation agrees to indemnify the District and hold it harmless against any court action

~~challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation, and to pay any judgment or settlement liability arising out of such challenge.~~

9.10. Committee on Political Education (COPE): The district will deduct from the unit member's payroll warrants and pay to the Federation Treasurer an amount specified in writing by unit members who voluntarily authorize contributions to COPE. These transactions shall occur monthly and shall be accompanied by a list of the unit members for whom such deductions have been made and the amount deducted for each unit member.

Contributions shall continue until such time that the unit member withdraws authorization in writing to the Federation.

4. ARTICLE 6: GRIEVANCE PROCEDURE - BINDING ARBITRATION WITH INTEREST BASED OPTION

1. Purpose

The purpose of this grievance procedure is to process a claim of grievance and to secure, at the administrative level closest to the grievant, solutions to problems that may from time to time arise under this Agreement. This grievance procedure shall not be construed as in any way hindering, discouraging, or denying settlement of grievances or problems within the normal administrative channels of the District.

2. Definitions

- a. A "grievance" is a claim by one or more named unit members or the Federation of an alleged violation, misinterpretation or misapplication of a provision of this agreement that directly affects the grieving unit member or group of grieving unit members or the Federation.
- b. A "working day" is any day in which the central administrative offices of the School District are open for business.
- c. A "grievant" is a named person or persons, or the Federation, asserting a grievance.
- d. A "party of interest" is the person or persons making the claim of grievance and any person who might be required to take action or against whom action might be taken to resolve the grievance.
- e. A "unit member" is a certificated member in the bargaining unit.

3. General Provisions

No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) working days after the grievant knew or should have known of the act or condition and its aggrieving nature.

If the District or any of its designees do not respond in a timely manner at any level, the grievant or the Federation may move to the next level. A decision rendered at any level shall be considered final unless an appeal by the grievant or the Federation is registered within the time limits specified.

Time allowances set forth at each level may be extended by mutual written consent of the grievant and the District. Should the processing of any grievance require that a unit member be released from his/her regular assignment, he/she shall be released without loss of pay or benefits within the limitations expressed within this article.

No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control that is relevant to the issues raised by the grievance.

A grievant may be represented by the Federation at any level of the grievance procedure. No party shall be required to discuss any grievance if his/her representative is not present.

A grievant may pursue the grievance process independent of the Federation up to, but not including, arbitration. However, the Federation will be kept informed as to the progress of the grievance by the grievant and the District.

4. Grievance Form

All formal grievances shall be filed on a district grievance form which shall be designed and agreed upon by the District and the Federation.

5. Grievances Filed by the Federation

The Federation may also file grievances concerning matters pertinent only to Federation rights and privileges granted by this Agreement. Such grievances shall be filed at the level of the superintendent, or his/her designee.

6. Informal Track

The purpose of this level shall be to quickly resolve the specific allegation(s), issue(s), or problems(s) as framed by the grievant at the site or lowest possible level. The grievant and principal or unit administrator should meet to attempt to resolve the grievance prior to the filing of a grievance. The Federation may be included as grievance representative. These parties are encouraged to work out a solution that is consistent with this agreement. However, nothing shall preclude the filing of a formal written grievance prior to, or during, this informal process.

a. The intent of the meeting is to focus on a solution. The parties shall attempt to define the issue, discuss interests, explore options, and if possible, agree to an outcome. Upon request, the solution, if any, will be reduced to writing.

b. Solutions that require implementation beyond the school site or unit level shall first be reviewed for implementation by the appropriate district-level administrator. If the grievance can only be remedied by the office of the superintendent, then a grievance may begin with an informal district level grievance. If the informal district level grievance is not resolved, a formal district level grievance may be presented directly to the office of the superintendent. Solutions that do not require review and are accepted will be implemented by the principal or unit administrator.

If the problem is not resolved informally, the matter will be referred to the RUFT Federation

Executive Board by the grievance officers who may choose to file a formal grievance. If filed, the grievant must submit the grievance to the principal or unit administrator on grievance forms within twenty (20) working days of the event giving rise to the grievance.

7. Formal Track

Site Level

If a formal grievance has been filed within twenty (20) days of the occurrence of the event giving rise to the grievance, the grievant may:

- a. discuss the grievance personally, or
- b. request that a designated grievance representative accompany the grievant to the meeting to discuss the grievance. The intent of the meeting is to focus on a solution to the specific allegation(s), issue(s) or problem(s). The parties shall attempt to define the issue, discuss interests, explore options, and, if possible, agree to an outcome. This meeting shall be held within five (5) working days after filing the written formal grievance.

The written grievance shall include:

- a. a listing of the specific article or section of the Agreement alleged to have been violated;
- b. a description of the specific grounds of the grievance including names, dates, and places, necessary for an understanding of the grievance;
- c. a listing of specific actions requested of the principal or unit administrator which will remedy the grievance.

Within five (5) working days following the meeting to discuss the formal grievance, the principal or unit administrator shall render the decision and the reasons therefore, in writing, to the grievant and to the Federation. Information copies of the decision at this level shall be sent to the superintendent or to the superintendent's designee. Solutions that require implementation beyond the school site or unit level shall first be reviewed for implementation by the appropriate district-level administrator. If the grievance can only be remedied by the office of the superintendent, then a grievance may begin with an informal district level grievance. If the informal district level grievance is not resolved, a formal district level grievance may be presented directly to the office of the superintendent. Solutions that do not require review and are accepted will be implemented by the principal or unit administrator.

If resolution is reached, all parties will sign off all grievance documents.

District Level

If the grievant and/or the Federation is not satisfied with disposition of the grievance at the site level, the Federation may file a request for a district level meeting within ten (10) working days of the receipt of the site level decision. Grievant not complying with the above time constraints for filing at district level will be deemed to have waived their rights to a district level meeting. The party filing for a district level meeting will forward the written grievance and the site level decision to the office of the Superintendent. The written grievance should include:

- a. A listing of the specific article or section of the Agreement alleged to have been violated;

- b. A description of the specific grounds of the grievance, including names, dates, and places, necessary for an understanding of the grievance;
- c. A listing of specific actions requested of the school district that will remedy the grievance. A letter of appeal shall be considered a formal request for a meeting and a written decision by the Superintendent or his/her designee. The meeting shall be held within five (5) working days from the receipt of the grievance by the superintendent's office.

The Superintendent's office shall respond to the grievance within five (5) days of the meeting.

If resolution is reached, all parties will sign off all grievance documents.

Mediation Level

If the grievant and/or Federation is not satisfied with the disposition of the grievance at the district level, the Federation may appeal to a mediator within ten (10) days. The parties understand that mutual agreements secured at this level are precedent setting unless the parties stipulate otherwise.

By mutual agreement the parties may go directly from the district level to arbitration. Immediately upon receipt of the mediation request, the District shall contact the California State Mediation and Conciliation Service and request the assignment of a mediator. Parties agree to accept the first mediator available in order to avoid delays in the resolution process, unless extended by mutual agreement of the parties.

No party shall purposely withhold information at this level but shall disclose all information relevant to the grievance for consideration by the other party.

Mediation Procedures

The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. All persons involved in the events giving rise to the grievance should be encouraged to participate fully in the proceedings, both by stating their views and by asking questions of other participants at the mediation meeting.

The primary effort of the mediator shall be to assist the parties in settling the stated grievance in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one party. No offers or concessions made by the parties or the mediator during mediation can be used against a party during arbitration.

Neither attorneys nor court reporters or any other type of note taker shall be allowed to be present at the proceedings.

If the parties agree to be bound by the mediator's recommendation, the subsequent agreement

shall be reduced to writing and signed by the parties.

Arbitration Level

If the grievant is not satisfied with the disposition of the grievance at the mediation level, the Federation may request, in writing, within ten (10) days a hearing before an arbitrator.

If the Federation should decline to request arbitration a grievant may request a hearing before the Board of Trustees within the ten (10) day time period. Such written request shall be filed in the office of the superintendent as per guidelines above.

Selection of Arbitrator

When arbitration has been requested, the parties shall contact the California State Mediation and Conciliation Services for a list of seven (7) arbitrators. The Federation and the representative from the office of the superintendent shall alternately strike names from such list until only one (1) name remains.

Cost of Arbitration

Each party shall bear the full cost of its representation in arbitration. The arbitrator's fees and charges shall be divided equally between the Federation and the District. A certified court reporter may be employed to record verbatim the entire arbitration hearing if requested by either the grievant or the District. In any case in which a court reporter is involved, the parties shall share equally the cost of such reporter, including per diem, mileage, and other out-of-pocket expenses. If the arbitrator requests a court reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts.

Function of Arbitration

The function of arbitration shall be:

- a) a. to hold a hearing concerning the grievance, and
- b) b. to render an award within thirty (30) days after the close of the hearing.

Hearings

Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator.

Limitations

Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party. The arbitrator shall consider only those issues that have been properly carried through prior steps as required by the provisions of this grievance procedure. The arbitrator shall not render any award that conflicts with or alters this Agreement. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.

8. Decision

The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper and within the laws of the State of California. This decision of the arbitrator will be binding upon both parties

5. ARTICLE 7: TRANSFERS AND REASSIGNMENTS

1. Definitions

- a. Transfer: the movement of an employee from one site to another site.
 - i- 1. Voluntary Transfer (employee initiated)
 - ii- 2. Involuntary Transfer (district initiated)
- b. Reassignment: the movement of an employee within a school from one grade level, subject, program area, to another grade level, and subject, program area.
 - i- 1. Voluntary Reassignment
 - ii- 2. Involuntary Reassignment
- c. Displacement: transfer to another site based upon a reduction in teaching staff.
- d. Vacancy: an unfilled certificated position.
- e. Seniority: Seniority criteria will be used to determine employee placement on the seniority list. This seniority placement will be used to determine seniority in all aspects of this Agreement. Seniority as it applies to transfer/reassignment is determined in the following manner:
 - i-1. The date of written offer of employment extended by the district, and then
 - ii-2. The date of certificated employment began in the district, and then
 - iii-3. Credentialing requirements, and then
 - iv-4. A lottery system-numbers will be drawn by a designee from the Federation and the District.
- f. Posting: advertising of a known vacancy to unit members.

2. Posting Procedures:

- a. An employee may, at any time, submit a request in writing for a reassignment or transfer, even if no opening is currently available. The request will be kept on file for the current school year.
- b. Employees are strongly encouraged to apply for a transfer or reassignment for any position in which they are interested or may be interested in obtaining.
- c. The District will acknowledge, in writing, the receipt of a written request for transfer or reassignment.
- d. By the last teacher workday, the District shall have posted, at the District Office and at each school site, all unit vacancies. All postings will be sent to unit members who have a written request on file with the District Office.

- e. New teachers hired by ~~RUSD~~ the District to fill unposted vacancies will be assigned to a position only until the end of the school year.
- f. In filling posted vacancies, the following priorities will prevail:
 - i. ~~1.~~ 1. Employees requesting voluntary reassignment or employees reassigned from grade level, subject area, or program at the same site as the vacancy.
 - ii. ~~2.~~ 2. Involuntary reassignment at the same site.
 - iii. ~~3.~~ 3. Employees requesting voluntary transfer, employees returning from leave, or employees displaced from their site.
 - iv. ~~4.~~ 4. Involuntary transfer.
 - v. ~~5.~~ 5. Temporary employees with rehire rights.

3. Reassignment Procedures:

- a. Voluntary reassignment:
 - i. 1. It will be the off duty employee's responsibility to contact the District Office or the site administrator to find out about site vacancies.
 - ii. 2. If more than one employee applies for a vacancy and they have essentially equal qualifications, the most senior employee shall be granted the position, unless senior teacher does not have rights to the percentage required by the position. The qualifications for considerations are:
 - Credential requirements
 - Academic preparation and experience
 - Satisfactory Evaluations
 - Years of service
 - Employee's preference
 - iii. 3. All positions posted at a site and unfilled by the reassignment process shall be posted for district wide transfers.
 - iv. 4. The District shall give employees denied a reassignment a written explanation for the denial within ten (10) working days.
- b. Involuntary reassignment:
 - i. 1. It is the intention of the District to minimize disruption of existing staff positions caused by involuntary reassignments.
 - ii. 2. An involuntary reassignment shall take place only after a meeting between the employee being considered for the reassignment and his/her principal or immediate supervisor.
 - iii. 3. An employee being involuntarily reassigned shall receive written reasons for such action within ten (10) working days.
 - iv. 4. Employees who are involuntarily reassigned have the right to a review of the action by the superintendent.
 - v. 5. An involuntary reassignment shall be based upon program needs as the primary consideration. Other criteria may include, but are not limited to the following:
 - ~~1.~~ a. Appropriate credential
 - ~~2.~~ b. Academic preparation and experience
 - ~~3.~~ c. Prior evaluations

- vi. 6. Involuntary reassignments shall not be made on an arbitrary, capricious, or punitive basis. The decision to reassign employees shall be based purely upon professional reasons deemed necessary to maintain and/or enhance educational programs.
- vii. 7. When an employee is involuntarily reassigned, the district shall provide assistance to the employee by moving his/her personal classroom materials and instructional equipment to the new classroom.
- viii. 8. When an employee is directed to change rooms as the result of an involuntary reassignment, one day of release time may be taken, at the employee's discretion.

4. Transfer Procedures:

a. Voluntary transfers:

- i. 1. Employees interested in transferring shall file a written request with the District Office during the three (3) day posting period, unless a current request is on file with the District.
- ii. 2. No current employee will be required to go through an interview process for a transfer. The employee requesting a transfer is encouraged to visit the site and meet with the staff.
- iii. 3. An employee requesting a voluntary transfer or responding to a posting may be assigned to the requested position based upon the following factors:
 - 1. Unit member's area of credential
 - 2. Applicable state and federal laws
- iv. 4. If more than one employee applies for a vacancy and they have essentially equal qualifications, the most senior employee shall be granted the position. The qualifications are listed in Article VII.3.a.2ii.
- v. 5. Upon approval of a voluntary transfer, the transferee shall become a member of the new school site at the close of the new site's school year.
- vi. 6. The District shall give employees denied a transfer a written explanation for the denial within ten (10) working days.

b. Involuntary transfer:

- i. 1. It is the intention of the District to minimize disruption of existing staff positions caused by involuntary transfers.
- ii. 2. An involuntary transfer shall take place only after a meeting between the employee being considered for transfer and his/her principal or immediate supervisor.
- iii. 3. An employee being involuntarily transferred shall receive written reasons for such transfer with ten (10) working days.
- iv. 4. Employees who are involuntarily transferred have the right to a review of the action by the superintendent.
- v. 5. An involuntary transfer shall be based upon program needs as the primary consideration. Other criteria may include, but are not limited to the following:
 - 1a. Appropriate credential
 - 2b. Academic preparation and experience
 - 3c. Prior evaluations
- vi. 6. Involuntary transfers shall not be made on an arbitrary, capricious, or punitive basis. The decision to transfer employees shall be based purely

upon professional reasons deemed necessary to maintain and/or enhance educational programs.

- vii. 7. When an employee is involuntarily transferred, the District shall provide assistance to the employee by moving his/her personal classroom materials and instructional equipment to the new site.
- viii. 8. When an employee is involuntarily transferred, one day of release time may be taken, at the employee's discretion.

5. Displacement:

- a. If a site has a change in enrollment; employees with the least seniority will be transferred first unless a more senior employee volunteers to transfer.
- b. When an employee is displaced, one day of release time may be taken, at the employee's discretion.

6. Current Year Vacancies:

- a. When a vacancy occurs during the current school year, the District may fill the vacancy by making a reassignment or transfer or by hiring from a pool of qualified applicants.

7. Program Relocation:

- a. If a special program (including, but limited to Miller-Unruh, Title 1, and Special Day Class) is relocated, the employee shall have the option of moving with the program or grade level. Should more teachers be needed to fill openings, transfer language (Article 7 Sections 2.d and Section 4) will apply.

8. Opening a New School

- a. When a new school opens or the configuration at an existing school changes due to movement of a grade level or changes in enrollment, the district will post all known vacancies/positions that will be created or moved.
- b. All teachers currently in the assigned grade levels or departments which will be moving will be given right of first refusal.
- c. All teachers who are interested in the positions may apply.
- d. Any vacancies will be filled according to the transfer section of this contract:
 - i. 1. Appropriate credential
 - ii. 2. Academic preparation

9. Shared Contract:

- a. District seniority will determine which employee has priority when a shared contract is terminated. The other employee will be given the same consideration as a voluntary transfer.

10. Room Change:

- a. Involuntary room changes shall not be made on an arbitrary, capricious, or punitive basis. The decision to assign an employee to a different room shall be based purely upon professional reasons deemed necessary to maintain and/or enhance educational programs.
- b. An assignment to another classroom shall take place only after a meeting between the employee being considered for room change and his/her principal or immediate supervisor.
- c. An employee being involuntarily assigned to another classroom shall receive written reasons for such assignment within ten (10) working days.
- d. When an employee is directed to change classrooms, the district shall provide assistance to the employee by moving his/her personal classroom materials and instructional equipment to the new classroom.
- e. When an employee is directed to change rooms, one day of release time may be taken, at the employee's discretion.

11. Senior Teacher Accepting a Multi-Graded Class

- a. If a teacher agrees to leave his/her current assignment to accept a multi-graded class for one year, for the good of the students and the District, this agreement will not create a vacancy.
- b. The District will not post the position that the teacher is volunteering to leave.
- c. The teacher accepting the multi-graded classroom shall have the right to return to his/her previous position after one year.

Should the multi-grade class become a single-grade class before the school year begins, the teacher who accepted the multi-grade class shall have the right to return to his/her previous position immediately. Should the multi-grade class become a single-grade class after the start of the school year, the teacher who accepted the multi-grade class shall return to his/her previous position the following school year.

6. ARTICLE 8: EVALUATION PROCEDURES

- 1. Each unit member shall complete the current objective/evaluation document as per timelines specified by the Contract. The Objective/Evaluation document is subject to annual review.
 - a. Addendum C-1 shall be utilized for evaluation of School Nurses.
- 2. Unit member evaluation procedures are recognized to be a cooperative effort between the unit member and his/her immediate supervisor with the express purpose of achieving excellence in the area of effective and purposeful classroom instruction.

3. To achieve the maximum benefits for which the unit member evaluation procedures exist:
- a. Supervisors shall use the observation forms mutually agreed upon by ~~R.U.F.T.~~ the Federation and ~~R.U.S.D.~~ the District. A pre and post conference shall be held to discuss each written observation.
 - b. All evaluations will be completed on the agreed upon evaluation forms.
 - c. The Peer Assistance and Review process shall be invoked when appropriate.
 - d. If the PAR process is unsuccessful, it shall be the responsibility of the supervisor or principal to provide ninety (90) days written notice to the unit member to improve deficiencies.
 - e. The intercommunications system shall not be used for observation or evaluation of unit members.
 - f. Procedural matters relating to evaluation shall be subject to the grievance procedure contained in Article ~~V4~~6 of this agreement.
4. An evaluator's judgments and recommendations contained in classroom observation reports and evaluation appraisals shall not be subject to the grievance procedure contained in Article ~~V4~~6 of this agreement.

5. The following procedures for unit member evaluation shall be utilized:

By 4th Friday after the start of school

- a. Orientation materials related to evaluation procedures will be provided to all unit members.

By 6th Friday after the start of school

- b. Unit members shall provide to their evaluator a complete list of proposed objectives and measurement activities related thereto on the agreed upon forms.

By 8th Friday after the start of school

- c. The evaluator shall determine and shall transmit to the unit member a complete listing of actual objectives and measurement activities related thereto, which will be incorporated in the "Stull" evaluation that the evaluator will prepare for the unit member. The objectives and related measurement activities referred to herein shall be within the scope of the unit member's job description prescribed by the District.

By ~~1st Friday of~~ February 1st

- d. ~~By the first Friday in~~ February 1st, the evaluator shall be provided with a completed form two (2) containing supportive evidence of the progress being made toward the achievement of the objectives prescribed in Item 5.c., above.

By 15th of March

- e. The evaluator shall conduct such classroom observations, and gather such data on unit member performance as the evaluator believes to be related to the actual objectives and measurement activities described in Item 5.c. above and other criteria for unit member evaluation and appraisal that are established by the District prior to March 15th. Subsequent classroom observations and data gathering may continue beyond the March 15th date at the discretion of the evaluator. If the previous observation is negative in

nature the unit member being evaluated may request and will be granted one (1) additional observation, according to the schedule as provided above.

- March 15th, 1st and 2nd year probationary unit members shall be given notice if reemployment is not planned.

- f. Within ten (10) working days after a request, or upon the evaluator's own motion, a unit member shall be provided with a written statement regarding instructional observations which have been conducted. Such written statements shall contain a summary of the instructional activities observed, and suggestions being made by the observer for possible improvement by the unit member.

On or before 30 days prior to the end of the instructional year

- g. The evaluator shall prepare a written evaluation of the unit member's performance on the District evaluation form. The evaluation will be discussed with the unit member in an evaluation report conference. The unit member's signature does not mean agreement with the evaluation. The unit member may submit a written reaction or response to the evaluation and any such response shall be attached to the evaluation and placed in the unit member's permanent personnel file. Permanent unit members shall be evaluated at least once every other year; probationary unit members shall be evaluated at least once a year.
6. Permanent employees, who are highly qualified, and who have taught in the district for at least ten years, and who have received evaluations that meet or exceed standards, may agree to be evaluated every five years. Employees or employer may withdraw consent at any time.
7. Permanent unit members who will not be reemployed for the following school year shall be notified on or before ~~May~~ March 15th.

7. ARTICLE 9: UNIT MEMBER FILES

1. The District shall maintain only one personnel file for each certificated unit member. Only materials in this file shall be used in any disciplinary or dismissal proceeding.
2. If derogatory materials are deemed serious enough for further action (e.g. placement in personnel file, disciplinary or dismissal proceedings), the following procedures shall be utilized:
 - a. The material shall be submitted to the appropriate site administrator for review. ~~He/She~~ The administrator shall send a copy of the derogatory material to the unit member within two (2) days of the receipt of the materials.
 - b. The unit member may request a meeting with the site administrator to review the material and establish whether or not a factual basis for the material exists. The unit member may have a representative at this meeting.
 - c. If any derogatory material is placed in the file, factual substantiation of that material must be included, and the unit member shall be notified of the intended entry by certified mail or hand delivery. After receiving copies of the notice and the intended

entry, the unit member shall have the right to respond within fifteen (15) working days. The response shall be attached to the material and placed in the unit member's personnel file. If no response is received, the material will be placed in the unit member's personnel file upon expiration of the fifteen (15) ~~15~~ day period.

3. A unit member shall be permitted to place in his/her file any material that he/she feels is pertinent to his/her professional career, performance, and qualifications.
4. Upon request, a unit member shall have the right to see and reproduce all documents not prohibited by statute in his/her personnel file. A copy of materials used by the District in any disciplinary, dismissal or grievance proceedings will be provided at no cost. A unit member may, upon his/her written authorization, designate a representative to review the file in the presence or the absence of the unit member.
5. All reviews shall be done in the presence of a management unit member or designee who shall be positioned in a manner ensuring confidentiality to the parties and security of the file.
6. Access to the official District personnel files shall be limited to the superintendent or properly authorized staff. The District will keep a log indicating the persons who have examined a personnel file, as well as the dates such examinations were made. Such log will be available for review by the unit member or his/her authorized Federation representative.
7. If a unit member wishes removal, deletion, or correction of material placed or being placed in his/her file, the unit member shall do the following:
 - a. Prepare in writing, within fifteen (15) ~~15~~ days of receipt of material, the reasons why such material in question should be removed, deleted or corrected.
 - b. Send or deliver this explanation, along with a request for review of the matter, to the Assistant Superintendent.
 - c. Based upon the facts presented in the explanation, the Assistant Superintendent shall respond in writing within ten (10) working days as to his/her decision.
 - d. If the decision is not acceptable to the unit member, within ten (10) working days following receipt, an appeal in writing, including the written appeal to the Assistant Superintendent and his/her response, may be filed with the Superintendent.
 - e. Either the unit member or the Superintendent may request a personal conference, which shall be held, where possible, within ten (10) working days of filing the appeal.
 - f. The Superintendent shall communicate his/her decision in writing, within ten (10) days of initial receipt of the appeal or ten (10) days subsequent to the conference held between the parties, whichever is the longer period.
 - g. Failure to comply with the time limits at any step shall forfeit all rights to further processing. District failure to respond within time limits entitles the petitioner to proceed to the next step. Time limits and steps may be waived by mutual agreement.
 - h. The unit member is entitled to representation during this procedure, but he/she may

waive this right.

8. Personnel files will not leave the District Office.

8. ARTICLE 10: CLASS SIZE AND ASSIGNMENTS

1. The District and the Federation agree that low class size can lead to increased academic proficiency and improved social emotional competency. Although the District retains the right to load classes at the maximum class size listed below, the District will make reasonable efforts to staff for classes that average 20:1 in Transitional Kindergarten, 24:1 in grades K-3, 28:1 in grades 4-5, and 30:1 in grades 6-8.

Maximum Class Size: (Except P.E./Music)

TK-3	28:1
TK-3 Multi-graded	26:1
4-5	30:1
4-5 Multi-graded	28:1
6-8	31:1

2. Any class exceeding the contractual class size limit shall be adjusted within twenty-one (21) working days unless the provisions of class size flexibility outlined in Article 10.11 are employed.
3. At the TK-3 level the District will participate in the Grade Span Adjustment program so long as and to the extent that it is funded and does not create additional cost to the District and in accordance with its class size requirement.
4. No sixth, seventh and eighth grade teacher shall instruct more than 155 pupils per day in a five period instructional day, except in P.E. or music programs. Every effort will be made to load P.E. at 40 students, with a maximum of 225 per day.
5. The Federation may agree to exceed the maximum class size after conferring with the administration.
6. The Federation agrees that nothing contained in this class size article or in any other provision of this agreement shall require the District to hire additional TK-5 teacher(s) unless and until all TK-5 classes have exceeded the contractual class size limit; nor shall the District be required to hire additional 6-8 teacher(s) unless and until all 6-8 classes have exceeded the contractual class size limit.
7. A unit member will not be required to have a multi-graded class two years in a row unless it is his/her desire to do so.
8. Class assignments for all grades shall be equitable to the extent possible.
9. The District will make all reasonable efforts to balance classes based on the needs and abilities of the students.

10. The District will make reasonable efforts to assign non-Special Education Teacher Induction Program (TIP) participants:

- a. Single grade assignment in TK-5;
- b. Two (2) or less course preparations in grades 6-8 c. A cored course preparation load in grade 6.

11. Class size flexibility: The site principals will make every effort to maintain individual class sizes as noted above in 10.1. A teacher may voluntarily accept additional students above the maximum class size, as provided that the site principal has met with grade level/department teachers and they have mutually agreed on the best placement, taking into account the needs of the student, teacher and staff. If agreement cannot be reached, then the placement will be offered to the most senior member of the grade level/department, unless that teacher has been involuntarily placed in the PAR program. When the enrollment of any single TK – 5 class or 6 -8 exceeds the contractual maximum, the teacher will receive up to \$45.00 per day, per the schedule shown below, to commence on the 11th consecutive working day, retroactive to the first day of the increase. The compensation will cease if the enrollment returns within the class size maximum.

TK-5 \$15 per day per student above the contractual ratio

6-8 \$3 per student per period above the contractual ratio

Excluding PE and Music and Elementary Prep

9. ARTICLE 11: DUTY HOURS

Regarding K-3 prep, a K-3 task force will continue convene to review possible models for K-3 prep. Elementary sites will hold meetings with their staff to discuss possible models and share their feedback with the K-3 task force.

1. The workweek for a full-time employee shall be 36.25 hours; normally to be rendered in units of 7.25 hours of school-based service per day inclusive of a daily thirty (30) minute duty free lunch period.
2. The 7.25 hours of school-based service shall be structured and directed by the immediate supervisor. The service shall be in conformity with the employee's job description and shall include, but not be limited to, the following:
 - a. Instructional activities
 - b. Preparation activities
 - c. Campus and student supervision
 - d. Parent conferences and meetings
 - e. Staff, departmental and faculty meetings
 1. Staff meetings limited to 16.5 hours per year in .5 hour increments
 - f. Tutorial and guidance assistance to students
 - g. Professional growth and in-service meetings
 - h. Student diagnostic and assessment activities
 - i. School and student record maintenance

- j. Curriculum development
- k. Instructional material development
- l. Co-curricular activities
- m. District committee assignments
- n. Administratively assigned parent conferences
- o. Programs – practices
- p. District in-service

3. In addition to the activities described above, employees shall, under the direction of their immediate supervisor, be required to render up to twenty (20) hours of adjunct duties per school year associated with the educational profession as shown in ~~a~~Addendum H, Adjunct Duty Options. Changes or additions to Addendum H shall be made through mutual agreement by the Superintendent and the ~~RUFF~~ Federation ~~P~~president. Assignments will be made at each site through a collaborative process.

- a. The additional activities required of teachers participating in TIP, for the purpose of gaining a clear credential, will be Open House, Back to School Night, and two (2) additional hours of service associated with the educational profession.

4. All sixth, seventh and eighth grade teachers (at a 6-8 school) will be scheduled for a minimum of one non-teaching period per day or equivalent thereof.

5. All 3/4, 4, 5 and 6th grade teachers in a K-5 or K-6 school shall be scheduled for non-teaching periods weekly. The periods will be equivalent to 125 minutes weekly; prep periods to be pro-rated and equitably scheduled on shortened and minimum day weeks, based on student contact time.

6. Non-teaching periods for 4-8 grade teachers are to be used for:

- a. Student counseling
- b. Individual student assessment
- c. Conferences with administration
- d. Parent conference
- e. Preparation of material for class
- f. Planning
- g. Preview of films and other material
- h. In-service activity
- i. Communication with related agencies

7. The District and ~~R.U.F.T.~~ the Federation shall work together to develop a calendar for the subsequent school year. The recommendation will be submitted to the respective bargaining teams for negotiations.

8. Prior to the start of each school year, the parties will meet and negotiate the starting and ending times of the teacher work day for the various sites prior to the finalization of such schedules. If the parties are unable to reach agreement, the schedules shall return to those of the last mutually agreed upon schedule.

10. Article 14: SICK LEAVE

A revision needs to be made to the Absence and Leave Request Form. Classified Only needs to be added under the Discretionary leave statement referenced with the double asterisk.

11. ~~ARTICLE 16: Not in use at this time~~

12. ARTICLE 167: JURY DUTY

1. A teacher absent from the schools because he/she has been selected for jury duty or subpoena shall be paid by the Board the differential between his/her regular salary and that paid for jury duty or testifying for the period of time he/she is required to serve.
2. Such items as subsistence, travel, or other expense allowance paid shall not be included in determining pay received from the school district.
3. ~~2-~~ Such time shall not be deducted from sick leave accumulation or personal business leave.

13. ARTICLE 187: LONG-TERM LEAVES

1. The Board may grant a unit member with a minimum of two (2) years of full-time consecutive service a long-term leave of absence without pay, for a period not to exceed one (1) year. An extension may be granted for one more year. A written request for a long-term leave or extension must be submitted to the District Office by February 1st. Shared Contract / Leave of Absence may be extended annually (See Article ~~20~~19).
2. This long-term leave may be granted for the following reasons:
 - a. Study
 - b. Travel
 - c. Disabilities in the immediate family
 - d. Fulfilling parenting responsibilities
 - e. Other reasons approved by the Board upon the recommendation of the Superintendent
3. A unit member granted a long-term leave shall inform the District, in writing, by February 1st of the following year of his/her intention to return; otherwise it will be assumed he/she is terminating employment with the District.
4. At the expiration of the long-term leave, the unit member will be offered a position for which he/she is credentialed, as provided by law and the collective bargaining this Agreement. This does not guarantee that he/she will return to the same school site and he/she may be assigned to teach any subject for which he/she is qualified and credentialed to teach.
5. A full-time unit member with five (5) years or more of consecutive employment in the district will be given the right to return to his/her previous assignment after a one (1) year leave of absence. The return assignment will be determined at the time the leave is granted.
6. A unit member on long-term leave may pay his/her own health and welfare benefits if he/she so chooses.

7. The Board may limit the number of such leaves in any given year. Disabilities in the immediate family or to the unit member shall be exceptions.

8. A unit member on approved leave shall not accept certificated employment. Acceptance of certificated employment while on leave will be considered as resignation from employee's position with the District.

9. For any leave granted which requires a replacement teacher and exceeds 75% of the days taught in any school year, the District shall hire a unit member as a replacement. For less than 75%, a long-term substitute shall be retained. The unit member may choose his/her own substitute with the approval of the administrator. If the administrator does not agree with the choice of substitute, an interview process will be held to choose the substitute.

10. Special conditions related to paid leave for study:

- a. A unit member shall have served at least six (6) consecutive years in the district prior to the request for a long-term leave with any type of remuneration.
- b. A paid leave for study may be granted to any certificated unit member for the purpose of study by the unit member concerned which will benefit the schools and pupils of the District. This leave shall not exceed one (1) year
- c. Unit members on a paid leave for study shall perform such services as shall be agreed upon by the unit member concerned and the Board, with the approval of the Superintendent. This agreement shall be in writing and shall be submitted to the Board at least four (4) months prior to the commencement of the leave.
- d. The unit member shall receive as compensation the difference between the salary of the unit member on leave and the salary of a substitute teacher in the position which the unit member held prior to the granting of leave, less the cost of fringe benefits for the substitute teacher. The unit member on leave shall, in addition, receive District-paid fringe benefits.
- e. Every unit member, as a condition to being granted a paid leave for study, shall agree in writing to render a period of service in the employ of the District twice the period of the leave. The compensation shall be paid to the unit member while on the leave of absence in same manner as if the unit member were teaching in the district upon the furnishing, by the unit member, of a suitable bond indemnifying the District against loss in the event that the unit member fails to render the agreed upon period of service in the employ of the District following the return of the unit member from the leave of absence. The bond shall be exonerated in the event the failure of the unit member to return and render the agreed upon period of service is caused by the death or physical or mental disability of the unit member. If the Board finds and by resolution declares that the interests of the District will be protected by the written agreement of the unit member to return to the service of the District and render the agreed upon period of service following his/her leave, the Board, in its discretion, may waive the furnishing of the bond and pay the unit member on leave in the same manner as though a bond is furnished.

- f. The unit member who is granted a leave under these provisions shall submit a comprehensive report within one (1) month of his/her return to the District, which shall be accompanied by grade cards, a log, diary, and any other documents required by the Superintendent.
- g. Applications for a paid leave for study shall be submitted on a District prescribed form and shall include an outline of planned activities. The application shall be submitted to the Superintendent at least six (6) months prior to the commencement of the leave. Anyone granted a study leave will not be granted another study leave until first completing an additional six (6) consecutive years of service in the District following the first study leave.
- h. The number of unit members on paid leaves for study shall not exceed 5% of the unit members in any given year. If there are applications from more than 5% of the unit members and all of the above conditions have been met by each, the final candidate(s) will be selected on the basis of seniority in the District. The final candidate(s) will be recommended to the Board for the final determination.
- i. The Board of Trustees shall make its final determination based on the merits of the application and the fiscal status of the District.

14. ARTICLE ~~19~~18: PART-TIME TEACHING

GENERAL PROVISIONS

1. Definitions:

- a. A part-time teacher is defined as a teacher who is hired to work less than 100% and does not need to share a contract with another teacher, or a full-time teacher who has been granted a reduction from full-time to part-time teaching ~~in accordance with Article 14.~~
- b. ~~A Voluntary Part-Time Teacher-Employee~~ is defined as a teacher who initiated part-time teaching for non-medical reasons. (If leave is due to a medical reason, see Article 14, Health Sick Leave).

2. The proration for the middle school is as follows:

6 Periods	Full
5 Periods	83%
4 Periods	67%
3 Periods	50%
2 Periods	33%
1 Period	17%

3. Teachers in part-time service shall have all rights and privileges afforded full-time teachers under this agreement, except where specifically abridged (see Article 7.3.a.2ii).

4. ~~See Article 35 regarding benefits for part-time employees. The salary and health/welfare benefits paid on behalf of a part-time teacher shall be a proportional ratio of the salary and benefits he/she would have earned as a full-time teacher. The teacher may elect to pay the balance of the cost in order to obtain full health and welfare benefit coverage. For employees who work at least .4 FTE who decline medical benefits, the District will pay 100% dental and vision. If the employee does choose~~

~~medical benefits, then all benefits are prorated based on FTE.~~

5. To receive one (1) year's credit for longevity on the salary schedule, the employee must complete 75% of his/her regular full-time assignment. Prorated credit of less than 75% time shall be cumulative. An employee will be given credit for his/her cumulative time through June 30th, once a year. Any cumulative time will be effective July 1 1st of the next school year.

6. Sick leave benefits are accrued based on the prorated normal rate.

7. The proportion of a full-time assignment shall be based upon a workday of 7.25 hours less the 30 minutes duty free lunch period.

8. Although some flexibility may be allowed, scheduling is the responsibility of the District. The part-time teaching assignment will be made only with the approval of the District. A calendar for the entire year will be developed before the school year begins and will specify workdays or schedules for each part-time teacher. District superintendent or designee shall approve this calendar.

- a. All part-time certificated staff will attend district day on pro-rated basis as directed by immediate supervisor.
- b. All part-time certificated staff working 50% or less must attend one (1) Staff Development day. All part-time certificated staff working more than 50% must attend two (2) Staff Development days.

9. The part-time teacher is required to take an active part in District and school in-service, staff and other meetings, parent conferences, yard duty and other duties, as required on their calendared work days.

10. Requests for part-time teaching shall be made in writing, through the immediate supervisor, to the District Office by February 1 1st.

11. Where a part-time request shall involve a transfer or reassignment, it shall be processed in accordance with ~~the Transfer~~ Article 7 of this Agreement.

12. Teachers who are granted a reduction from full-time to part-time teaching shall concurrently be granted a leave ~~under Article 17-18~~ without pay for the remainder of their full-time assignment.

13. Teachers who voluntarily request and are granted a part-time assignment less than their FTE, ~~in accordance with Article 14-18, Section 2,~~ will have return rights to that FTE.

- a. For the first two (2) years, teachers in a part-time assignment shall have return rights to their original position, contingent upon enrollment.
- b. Teachers who have been granted a reduction may return to full-time service provided a request to do so has been filed on or before February 1 with the District. Receipt of the request shall be promptly acknowledged.
- c. After two (2) years, the return rights of teachers in part-time assignment is contingent upon an open, equivalent FTE position being available. Teachers who are currently on a voluntary part-time assignment will begin their "first two (2) years" effective July 1,

2017.

- d. Where a transfer or reassignment is necessary, it shall be in accordance with the ~~Transfer~~ Article 7 of this Agreement.

14. A request to continue in a part-time assignment shall be filed on or before February ~~±~~ 1st of each year.

15. The District shall notify the employee as soon as possible, but no later than June 1st, whether or not his/her request has been granted.

16. Attendance at in-service days will be on a prorated basis.

15. ARTICLE ~~20~~19: SHARED CONTRACT – LEAVE OF ABSENCE

1. The purpose of this program is to provide options for certificated employees to reduce their workloads by sharing the responsibility for a full-time position with another employee. It is the responsibility of the employee, with the assistance of the District, to identify a suitable teaching partner. Both members of a team are to assume full responsibility for the total classroom and instructional plan.

2. Assignments of shared contract employees will be made in the best interests of the District, as finally determined by the District. Assignments will be made for one (1) school year at a time. A calendar for the entire year will be developed before the school year begins and will specify workdays or schedules for each team. Although some flexibility may be allowed, the calendar must be approved by the Superintendent or designee.

3. Certificated employees at their own option, and subject to District approval, may elect to reduce their workload under the following conditions:

- a. A Shared Contract Leave of Absence may be granted after two (2) years of service.

- b. Minimum employment under this program shall be equal to the percentage of the number of days normally required of the certificated employee, or working a percentage of the school day, either morning or afternoon, every day school is in session, plus an equal percentage of all pre-school, post-school, and in-service days listed on the calendar.

- c. A calendar for the entire year will be developed before the school year begins and will specify workdays or schedules for each team. Although some flexibility may be allowed, the calendar must be approved by the District Superintendent or designee.

- d. An employee who accepts an assignment under this "Shared Contract for Reduced Workload" policy, will receive a salary equal to a pro rata share of what his/her salary would be under a regular full-time assignment.

- e. If the employee contributes additional monies to purchase the full benefit coverage, the employee may receive full fringe benefits granted to personnel in his/her classification at a rate

equal to a pro rata share of a full-time employee.

- f. The employee's and the District's contribution to the retirement system will be based on actual salary paid. The employee will receive only the prorated service credit towards years of service as computed by the teachers' retirement system.
- g. To receive one (1) year's credit for longevity on the salary schedule, the employee must complete 75% of his/her regular full-time assignment. Prorated credit of less than 75% shall be cumulative. An employee will be given credit for his/her cumulative time, through June 30 30th, once a year, effective July ± 1st of the next school year.
- h. Sick leave benefits are accrued based on the prorated normal rate.
- i. When a teacher in the shared contract uses a day of sick leave or attends approved professional development on a non-scheduled work day, the person sharing the contract with that individual will, whenever possible, substitute for the partner. When this occurs there will be no deduction of sick leave. Substitution by shared contract partners will be recorded on each partner's monthly attendance sheet. However, there will be a payback day charged to that individual. Payback days are defined as those days when the certificated partner substituted. If payback days do not equal out between sharing individuals at the end of the year, sick days shall be deducted and the teaching partner paid for the extra days worked at the prevailing substitute pay.
 - 1. When both teachers attend approved professional development on a workday, the off-duty teacher will receive day for day compensatory time (a day of release time).
 - 2. When a shared contract teacher attends required professional development on a non-scheduled workday, the teacher will receive hourly pay for extra-duty (per Article ~~32, 35~~, Extra Duty).
- 4. If one (1) partner does not continue for the full period of the assignment, the remaining partner may opt to assume the full-time position or request that the district assist in obtaining a replacement partner.
- 5. Teachers who voluntarily request and are granted a shared contract less than their FTE will have return rights to that FTE.
 - a. For the first two (2) years, teachers in a shared contract shall have return rights to their original positions, contingent upon enrollment.
 - b. After two (2) years, the return rights of teachers in a shared contract is contingent upon an open, equivalent FTE position being available. Teachers who are currently on a voluntary shared contract will begin their "first two (2) years" effective July ± 1st, 2017.
- 6. An employee in a shared contract wishing to terminate the assignment at the end of the school year or requesting an additional year of shared contract shall inform the District in writing by February ± 1st.

7. District seniority will determine which employee has priority when a shared contract is terminated. The other employee will be given the same consideration as a voluntary reassignment/transfer. (See ~~a~~Article 7, ~~Transfers and Reassignments~~)

a. To receive one (1) year's credit on the salary schedule, the employee must complete 75% of his/her regular full-time assignment. Prorated credit of less than 75% shall be cumulative. An employee will be given credit for his/her cumulative time, through June ~~30~~ 30th, once a year, effective July ~~1~~ 1st of the next school year.

b. Sick leave benefits are accrued based on the prorated normal rate.

16. ARTICLE ~~21~~20: HEALTH LEAVE

1. Upon request, a teacher may be granted a leave of absence for up to one (1) year for reasons of health. A teacher shall receive compensation for one (1) school year as follows: first he/she is to use the current year's sick leave; secondly, the accumulated sick leave concurrently with the 100 days provided in the Education Code, and the remainder will be District reimbursed by paying the teacher the difference between his/her salary and the salary of a substitute, including the cost of fringe benefits for the substitute.
2. The leave may be granted upon the recommendation of a physician.
3. Return to duty shall be upon recommendation of a physician. The teacher shall notify the District.
4. The reason shall be limited to physical or mental illness.
5. Upon notification by the District, health leave may be terminated and the teacher may be returned to a teaching position.

17. ARTICLE ~~22~~21: MATERNITY DISABILITY LEAVE

1. Unit members are entitled to use sick leave as set forth in Article ~~XIII.1~~ 14 (~~Sick Leave~~) for disabilities caused, or contributed to, by maternity, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare or child rearing.
2. The length of such disability leave, including the date on which the leave shall commence, and the date on which the duties are to resume, shall be determined by the unit member and the unit member's physician
3. Unit members are entitled to leave without pay as per the Family Care and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) as set forth in Article ~~XIV-14: Sick Leave~~.
4. The unit member on leave because of maternity disability shall be entitled to return to her original position, or to a comparable position that is mutually acceptable.

18. ARTICLE ~~23~~22: SPECIAL PATERNITY/MATERNITY LEAVE

Special Paternity/Maternity Leave

1. The ~~d~~District shall grant, upon request, up to five (5) days of paternity/maternity leave. This leave shall be used at the discretion of the employee for the birth of his/her child and/or the discharge of family members from the hospital. This shall be deducted from sick leave.

19. ARTICLE ~~24~~23: INDUSTRIAL ACCIDENT LEAVE

1. Allowable leave shall be for not less than sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one (1) fiscal year, for the same accident.
2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave shall commence on the first day of absence.
4. When a person employed in a position requiring certification qualifications is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs. The total of the salary paid to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code shall not total more than his/her salary. The phrase "full salary" as utilized in this subdivision shall be computed so that it shall not be less than the employee's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
5. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
6. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
7. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Sections 44977, 44978 and 44983 of the Education Code, and for the purposes of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
8. During any paid leave of absence, the employee shall endorse to the district the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
9. Any employee receiving benefits as a result of this section shall, during period of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.

20. ARTICLE ~~25~~24: SAVINGS PROVISION

1. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Any substitute action shall be subject to consultation with the Federation.

21. ARTICLE ~~26~~25: CONCERTED ACTIVITIES

1. There shall be no strikes or other concerted activities, except those, which are protected under law, during the duration of the Agreement.

22. ARTICLE ~~27~~26: EFFECT OF AGREEMENT

- ~~1.~~ It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law.

23. ARTICLE ~~28~~27: DURATION

1. This Agreement and each of its provisions shall be binding on both parties from July 1, 2019~~16 to June 30, 2022~~19.
2. Negotiations for subsequent Agreements will commence following the submission of both parties' negotiation proposals and complying with the sun shining requirements. At the request of both parties, Interest Based Bargaining shall be used.
3. The parties agree that all negotiable articles have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any article except 1) by mutual agreement, 2) as mentioned in Number 4 below, whether contained herein or not, during the life of this Agreement. This clause does not modify the express intent of Article 254 of this Agreement.
4. For the 2019~~16-2022~~19 years, each party may open salary, health and welfare benefits, and two items of its own choice.

24. ARTICLE ~~29~~28: TEACHERS EDUCATIONAL AND PROFESSIONAL STANDARDS CERTIFICATED PERSONNEL - PROFESSIONAL GROWTH

In order to achieve the highest level of professional service to the school district, each certificated staff member is encouraged to grow professionally.

1. Semester units will be earned at an accredited college or university. A quarter unit will be evaluated at 2/3 of a semester unit. Off-campus and correspondence courses may be accepted. Substitutions as noted in the following sections may also be used to meet this requirement.

2. The general policy regarding approval of credits will be that they bear some relation to the teacher's assignment or contribute in some significant way to the teacher's professional growth.
3. Credit will not be given for courses that are deemed to be merely a "rehashing" of previously taken courses. There are legitimate refresher courses, which may be submitted for approval.
4. Automatic approval will be given for all courses taken which are a part of the curriculum prescribed by an accredited institution for an advanced degree, provided the teacher furnishes satisfactory evidence of his/her intention to earn said advanced degree.
5. Travel will be accepted for credit under the following conditions:
 - a. Up to two (2) units of credit may be granted for foreign or domestic travel in any three-year period unless officially conducted by a college or university where more credit is officially offered.
 - b. For a college-conducted tour for which college credit is given, one (1) unit of credit will be given for each semester unit of credit that is officially granted by the collegiate institution.
 - c. A resume of travel plans and purposes of the proposed trip must be submitted in advance to the Superintendent.
 - d. A written report confirming accomplishment of the avowed purpose of the trip must be presented to the Superintendent upon completion of the trip.
6. Summer Clinics, regardless of college credit offered, will be approved when it can be shown that such clinics or experiences contribute to the teacher's professional growth.
7. District workshops for the purpose of curriculum development and materials development may be granted professional growth credit on the following basis:
 - a. The purpose of the workshop will be approved by the District administration, and the teachers applying for workshops will be selected by the administration.
 - b. Workshops may be teacher initiated as well as initiated by the administration. Application to participate in a workshop must outline the purpose of the project unless the workshop's purpose has already been defined by the District. A general time estimate should be included and a time limit established.
 - c. Projects must be done in consultation with District curriculum personnel and will generally be done on school premises except as otherwise authorized.
 - d. The completed project will be presented for approval to the District administration. The administration will act upon the request for approval within four weeks after the date the project is submitted. Where credit granted would involve writing a new contract with an increase in salary, the project must be submitted by September 1, 1st so that it can be presented to the Board at their September meeting.

- e. Credits will be granted on the basis of time spent, equivalent to that required for comparable units of college work, i.e., twenty-five (25) hours of work per unit. Continuation Educational units shall be equal to 2/3 of a semester unit.

8. It is the teacher's responsibility to arrange for approval of credit to be applied toward meeting his/her professional growth. A transcript, official grade card, or other official verification of course completion must be given to the District Office by September 1st to verify all such work.

9. Change of Status in Salary and Method of Professional Growth

- a. The employee must receive approval for all units used for professional growth salary advancement. Submit forms in a timely manner.
- b. If planning to earn units for credit toward professional growth advancement, notice of intent/approval form must be submitted to the Superintendent or designee by June 1st.
- c. All units/course work must be completed by September 1st.
- d. Notice of satisfactory completion of units/course work (report card or transcript) must be received by the Superintendent or designee by September 1st.

25. ARTICLE ~~30~~29: STAFF DEVELOPMENT DAYS

~~1.~~ 1. STAFF DEVELOPMENT Staff Development

- a. The staff development program focus is to be on instructional methods, teaching strategies, and classroom management in an attempt to improve pupil performance, conflict resolution, intolerance and hatred prevention, and academic content in the core curriculum areas.
- b. Staff Development days will be equivalent to 7.25 hours of service.
- c. The District must pre-approve any activities credited for the Staff Development Program.
- d. Professional Development/Teacher Collaboration Time

Each Wednesday of the student calendar, all schools will be dismissed one hour earlier than regular dismissal to allow for professional development, data review, and collaborative academic planning for teachers. Each early release work-session shall run from fifteen (15) minutes after dismissal to the end of the duty day. Early release Wednesdays will be scheduled as follows:

- ~~i.~~ 1. **First Wednesday of the Month** – This Wednesday shall be directed by district level staff for the purposes of professional development, academic planning, and data analysis. If no district level training or discussions are needed, the day will be used for principal directed professional development, data review, or collaboration.
- ~~ii.~~ 2. **Second Wednesday of the Month** – This Wednesday shall be reserved for teacher led collaborative academic planning. Teachers will be free to choose the topics of focus. Work during this time must include all grade level or department members and shall pertain to the academic interests of the students and/or the instructional pedagogy for teachers. To ensure that site administrators can best support the needs of the teachers, minutes shall be taken each meeting and submitted to the site administrator no later than the end of the following day.
- ~~iii.~~ 3. **Third Wednesday of the Month** – This Wednesday shall be reserved for principal directed professional development, data review, or collaboration. If no principal directed training or discussions are needed, the day will be used for teacher-led collaborative academic planning.
- ~~iv.~~ 4. **Fourth Wednesday of the Month** – This Wednesday shall be reserved for teacher led collaborative academic planning. Teachers will be free to choose the topics of focus. Work during this time must include all grade level or department members and shall pertain to the academic interests of the students and/or the instructional pedagogy for teachers. To ensure that site administrators can best support the needs of the teachers, minutes shall be taken each meeting and submitted to the site administrator no later than the end of the following day.
- ~~v.~~ 5. **Fifth Wednesday of the Month** – This Wednesday shall be directed by district level staff for the purposes of professional development, academic planning, and data

analysis. If no district level training or discussions are needed, the day will be used for teacher led collaborative academic planning.

H. 2. COMPENSATION

- a. The teacher work year shall include two (2) Staff Development days. Consideration will be given to providing collaboration on staff development days.
- b. Teachers who do not attend at least ~~fourteen and one-half (14.5)~~ hours of staff development and have such documented prior to April 15th shall be docked for the pay for each full day not attended and will not receive credible service for that time.
- c. The district shall provide two (2) staff development days within each academic year.
- d. A sign-in sheet will be completed at the beginning and the end of any session in order to document attendance.
- e. A staff member may submit a written proposal for alternative staff development activities that meet the criteria specified in 1 f. The proposal must be approved in advance by the Superintendent or designee to meet the member's staff development obligation.
- f. Staff members enrolling in professional growth courses may submit request to use credit time earned and apply it toward staff development if pre-approved by the district.
- g. Staff members using units to satisfy requirements for staff development may not use the units toward the salary schedule.

26. ARTICLE ~~31~~30: AFFIRMATIVE ACTION

As an educational agency dedicated to the improvement of the human conditions, the ~~Rescue Union School District~~, along with the Federation R.U.F.T., bears a responsibility to provide equal employment opportunity.

As an equal opportunity employer, the District shall follow practices that are directed toward the assurance of no barriers to employment, development, advancement and treatment of employees, on the basis of religion, national origin, ancestry, race, sex, age or handicap.

It is the intent of the ~~Board of Education District~~ and the Federation R.U.F.T. that:

1. Employment and advancement with the District shall be freely open to all persons irrespective to religion, national origin, ancestry, race, sex, age or handicap.
2. Affirmative efforts shall be made to recruit members of minority communities until the same proportion of minorities are employed in the school district as are represented by the student population within the ~~Rescue Union School District~~.
- ~~2.~~ 3. Personnel programs shall be administered in a manner that shall insure no barriers to promotion on the basis of sex, race, national origin, ancestry, religion, age or handicap.

27. ~~ARTICLE 32: STIPENDS/EXTRA DUTY PAY (moved to Article 37)~~

28. ARTICLE ~~33~~31: CATASTROPHIC SICK LEAVE PROGRAM

1. Definition

"Catastrophic injury" or "illness" means an injury or illness, such as cancer, heart attack, major surgery, or a condition of similar severity. Such injury or illness may require a member to be absent from work due to either personal incapacitation or the incapacitation of a family member, for an extended period of time. If a member must be absent from work beyond the time covered by accumulated sick leave, then he/she may qualify for catastrophic leave.

Catastrophic Leave Coordinator is the person who oversees the donation bank, sick leave donation forms, and requests for the use of donated leave credits.

2. Eligibility Requirements

Participation in the Leave Bank is voluntary, but members must have contributed prior to requesting consideration for use of catastrophic leave. Leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

- a. The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that leave credits be donated and provides verification of catastrophic injury or illness as required by the contract.

Participants shall be required to submit a doctor's statement indicating the probable length of absence from work.

- b. The employee has exhausted all his or her paid sick leave credits.

- c. The Catastrophic Leave Coordinator verifies that the employee meets all the eligibility requirements.

- d. The employees who received catastrophic leave days from the bank before July 1, 2017 will repay them at the rate of two (2) days per year.

- e. The employees who received catastrophic leave days from the bank after July 1, 2017 agree to repay the days at the following tiered rate in the event he or she returns to work.

Year 1=2 days

Year 2=3 days

Year 3=4 days

Year 4=5 days

Year 5=5 days

Members will continue to repay five (5) days per year after the 5th year until the amount they

borrowed is paid in full.

3. Procedure for Donating Sick Leave Credit

- a. All employees, full or part-time, may only donate credits if they have in excess of nine (9) days of accumulated sick leave. Completed donation forms will be returned to the Catastrophic Leave Coordinator and a copy forwarded to the District Office.
- b. All transfer of sick leave credit to the program is irrevocable
- c. Contributions shall be authorized in writing by the employee.
- d. All employees on paid status with the District are eligible to join the Leave Bank during the open enrollment period. Such period will be the first four (4) months of employment of each year.
- e. Employees who elect not to join the Leave Bank upon first becoming eligible must wait for the next open enrollment period to join.
- f. Employees returning from extended leave which included the enrollment period and new employees hired after the beginning of the school year will be permitted to contribute within thirty (30) calendar days of their return/hiring date.
- g. Days shall be contributed to the Leave Bank and granted from the Leave Bank without regard to the daily rate of pay of the Leave Bank recipient.
- h. Potential donors are advised to consider the retirement implications of donating their unused sick leave credit for the Catastrophic Sick Leave Program.

4. Procedure for Requesting Sick Leave Credit

- a. An employee desiring Catastrophic Sick Leave credit shall obtain an application from the Catastrophic Leave Coordinator, and return the completed application to the Catastrophic Leave Coordinator.
- b. An employee who receives sick leave credit pursuant to this action shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
- c. The maximum allocation per employee on initial application shall be twenty (20) days. Extensions may be granted, in twenty (20) day allotments, up to a maximum of sixty (60) days in any school year.
- d. Participants who have exhausted regular sick leave, but still have differential leave available to them, shall be eligible for Catastrophic Sick Leave Program credits. Participants may wish to exhaust differential leave prior to applying for credits under the Catastrophic Sick Leave Program ~~-catastrophic leave program~~. The District shall pay the participant full pay or a prorated amount for part-time participants. The credits shall be charged at one day or prorated day of sick leave for each day of absence.

- e. If a participant is incapacitated, applications may be submitted by the participant's agent or member of the participant's family.

5. Administrative Regulations

- a. Catastrophic Sick Leave leave credits shall not be used for illness or disability that qualify the participant for Worker's Compensation Benefits.
- b. Credits shall not be considered available leave for purposes of qualifying for STRS Disability.
- c. The Federation, with the assistance of the District, shall maintain a Catastrophic Leave Bank file, listing members who have contributed, and who could qualify for use of Catastrophic Sick Leave ~~catastrophic leave~~ days. Credit contributions will be filed on Federation forms and shall be acknowledged by the Catastrophic Leave Coordinator, or designee. The Coordinator and two (2) members designated by the President shall approve candidates requesting use of catastrophic leave credits
- d. The Federation may at any time issue a voluntary ~~Call for Donations.~~ call for donations.
- e. The Federation may issue an "All Call for Donations" from Federation members when fewer than twenty (20) days exist, or when a request exceeds the number of days in the bank. Only those who respond or who have contributed during the previous four (4) years will remain members of the Catastrophic Sick Leave Bank.
- f. If the Leave Bank is terminated for any reason, the days remaining in the Leave Bank shall be returned to the then current participants of the Leave Bank proportionately except that no member shall receive more days than they have donated.
- g. The Federation shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.

6. Indemnification and Hold Harmless

~~RUFF~~ The Federation agrees to pay all costs, including attorney's fees, of any defense which the District must make regarding claims made as a result of the terms of this Article, whether in grievance, arbitration laws, or equity. ~~RUFF~~ The Federation agrees to indemnify and hold the District harmless in respect to any such claims or actions.

29. ARTICLE 3432: EARLY RETIREMENT WORK FOR BENEFITS PROGRAM

General Provisions:

1. Currently employed certificated personnel of the District are eligible for the Early Retirement Work for Benefits Program:
 - a. at age 55 or over if they have completed a minimum of ten (10) years of service with the District, the last of which has been the year immediately preceding retirement.
 - b. have retired under the STRS system and are no longer making contributions to STRS;
 - c. have resigned from the District;
 - d. have agreed to work as a consultant.
1. An employee will be eligible for the program for a maximum of five (5) years or to age seventy (70), whichever comes first. The program is for one (1) year and an employee must reapply each year, up to five (5) years. The retiree has the right to terminate the contract at any time and either discontinue the benefits or continue paying for the benefits on his/her own per state and federal requirements.
2. An employee must be enrolled in the District's benefit program three (3) years prior to retirement to qualify for this Early Retirement Work for Benefits Program.
3. An employee who was considered less than full time will be eligible for medical benefits on the same prorated basis as his/her level of benefits at the time of retirement.
4. All applicants for the Early Retirement Program shall be approved by the Board and no more than five (5) percent of the certificated staff will be approved in any one year.

Contract:

1. The retiree will perform service during the fiscal year at activities mutually agreed upon by the retiree and the District. If activities cannot be agreed upon, then the contract with the retiree will be terminated.
2. Such services, by definition, shall be in the best interest of the District and within the retiree's classification or that which he/she is qualified to perform. Such projects may include, but shall not be limited to:
 - a. substituting
 - b. working on staff development and in-service
 - c. assisting in the testing program
 - d. supervising student activities
 - e. providing aid to new teachers
 - f. curriculum development

3. A contract will be executed which delineates the duties, responsibilities and specific days to be worked.
4. The agreement is not renewable beyond the five (5) years or age 70. The District reserves the right to request doctor verification of incapacitating condition. If a retiree is unable to perform the duties mutually agreed to in the contract, the contract will be terminated. If the contract is terminated, the retiree will be able to maintain the benefits at his/her own cost per state and federal regulations.

Benefits:

1. Health and Welfare benefits (medical, vision, and dental) will continue at the level contracted for certificated District employees and subject to any maximum district contribution thereon.
2. The cost of the district's contribution will be divided by the last daily rate of the retiree to determine the number of days to be worked.

Impact on Retirement Allowance:

Any certificated employee interested in the Early Retirement Work for Benefits Program shall be required to contact STRS to determine if early retirement or resignation may have a serious impact on his/her retirement allowance that is to be paid by STRS. Said employees must seek advice from a representative of STRS prior to submitting an application for the Early Retirement Work for Benefit Program and verify in writing that a meeting was held.

30. ARTICLE ~~35~~33: ACADEMIC FREEDOM

1. Employees shall be afforded the broadest freedom to teach since the examination of multiple sides of issues is one of the means by which students learn how to make sound and mature judgments. To this end, the district will provide a teaching and learning atmosphere that is free from unreasonable censorship and restraint upon free inquiry, learning, and academic freedom.
2. Classroom presentations and discussions may introduce political, religious, or otherwise controversial material provided that the material is relevant to the course content and within the scope of the law. In performing their functions, teachers are encouraged to express all views, including their own, provided they distinguish between personal opinion and factual information.
3. All disputes involving academic freedom shall be settled in accordance with complaint procedures set forth in this Agreement and in Board Policy. An employee shall have the right to representation and to confront all accusers.

Questioned material will not be withdrawn from use until a final decision is made unless it presents a clear and present danger as determined by the Superintendent/designee. Such material may be reinstated if sustained by complaint procedures in Board Policy.

31. ARTICLE ~~36~~34: PEER ASSISTANCE AND REVIEW (PAR)

1. PHILOSOPHY

The Peer Assistance and Review Program (here on referred to as "PAR") is a cooperative effort by ~~Rescue Union School~~ the District (here on referred to as "District") and ~~Rescue Union the Federation of Teachers~~ (here on referred to as "~~RUFT~~ Federation") to assist ~~P~~permanent need of development in subject matter, knowledge, or teaching strategies, for the purpose of improving instruction and student performance. PAR is a major step in expanding the authority of teachers in managing the profession by utilizing their expertise together with that of management to provide collegial support, assistance, and review. PAR also provides ~~continued~~ continuing professional development for all teachers.

2. PURPOSE

The purpose of the PAR program is to provide professional assistance as well as continuous staff development to teachers in the subject matter knowledge or teaching strategies needed to improve student performance. The program shall have two (2) distinct components: Referred Teachers and Volunteer Teachers.

3. PAR DEFINITIONS

- a. PAR Panel: The Program shall be governed by the PAR Panel composed of two (2) District members selected by the Superintendent and three (3) ~~RUFT~~ Federation members selected by the union.
- b. Referred Teacher: A permanent teacher who has been identified as unsatisfactory or needing improvement.
- c. Volunteer Teacher: Any teacher who feels he/she may need growth and improvement in any area.
- d. Consulting Teachers: Permanent teachers selected by the PAR Panel to assist Referred or Volunteer Teachers.
- e. (CSTP): California Standards for the Teaching Profession
- f. Unsatisfactory Evaluation: A final evaluation of a teacher indicating that performance in one or more of the six (6) CSTP standards does not meet standards and needs improvement.

4. ~~Program~~PROGRAM GOALS

The PAR program will promote and encourage a cooperative relationship between the consulting teacher and the principal at each site. The guiding principle will be the improvement of the performance of the referred or volunteer teacher in order to provide better instruction for students. The Peer Assistance and Review Program will:

- a. provide Consulting Teachers to assist teachers who have received an unsatisfactory evaluation,
- b. provide Consulting Teachers to Volunteer Teachers
- c. The priority of support will be; 1) Referred Teachers 2) Volunteer Teachers

5. PAR PANEL

The PAR Panel shall have the following structure: three (3) certificated teachers and two (2) administrators. Teachers seeking a position on the PAR Panel will submit an application to the RUFFederation Executive Board. Applicants must be meeting standards in their most recent overall evaluation. The teacher members of the PAR Panel shall be selected by a majority vote of the RUFFederation Executive Board. Teacher members of the PAR Panel shall not be considered management under the Educational Employment Relations Act (EERA). The administrative members to the panel shall be appointed by the superintendent.

a. Duties and Responsibilities of PAR Panel

1. To select Consulting Teachers.
2. To recommend retention, continued assistance, or dismissal of Referred teacher(s) to the Superintendent/Board.
3. To release from PAR a Consulting Teacher whose performance does not meet the expectations of the program.
4. To evaluate the impact of the PAR Program in order to improve the program and to submit recommendations to RUFF the federation and the Superintendent for improvement of the program.
5. To meet at least four (4) times annually to review the work of the Consulting Teachers and their caseloads.
6. To annually select a facilitator. The position shall rotate every year between an administrator and a teacher.
7. To make all of its decisions by consensus, if possible, or otherwise by majority vote.

b. Conflict of Interest Clause:

In the event that one of the PAR Panel members is the administrator who has deemed that a Referred Teacher's performance is unsatisfactory, he or she shall remove himself or herself from the PAR Panel during consideration and review of that Referred Teacher's case. If a panel member becomes a Referred Teacher he/she shall remove himself or herself from the PAR Panel.

c. Site Principal:

Participants will follow the normal evaluation cycle for volunteer teachers. Should the administrative evaluator deem it necessary to communicate with the participant in a matter relating to discipline such as a letter of warning, or reprimand, copies of all such written materials shall be provided to the participant and the consulting teacher, if related to the CSTP. A cooperative relationship between the Consulting Teacher and principal is strongly encouraged. All deliberations and reports are confidential.

6. CONSULTING TEACHER

Qualifications of the Consulting Teacher

1. Experience:
 - a. permanent employee,
 - b. at least five (5) years of recent classroom experience,

- c. prefer breadth of experience; and
 - d. demonstrated exemplary teaching ability.
- 2. Knowledge of:
 - a. a range of teaching strategies and methods,
 - b. how to meet the needs of pupils in different contexts,
 - c. effective classroom management strategies,
 - d. counseling and coaching strategies, and
 - e. Peer Assistance and Review Program
- 3. Abilities and Skills:
 - a. to communicate effectively and tactfully in both oral and written form,
 - b. to counsel and assist peers,
 - c. to assess and prescribe appropriate instructional strategies,
 - d. to demonstrate effective instructional strategies,
 - e. to make recommendations to the PAR Panel,'
 - f. to organize an effective plan of assistance for each participating teacher,
 - g. to maintain a high level of respect.
- 4. Training:
 - a. in evaluation procedures,
 - b. in classroom management and specific techniques,
 - c. in peer counseling and conflict resolution,
 - d. in curriculum design; and
 - e. in ongoing professional development.
 - f. other appropriate training

a. Procedures for Selection of Consulting Teachers

Each certificated teacher who applies for the position of consulting teacher will:

- 1. submit an application and three (3) letters of recommendation, one of which must be from a current administrator,
- 2. authorize the review of their performance evaluations by the PAR Panel,
- 3. be observed in the classroom by one or more members of the PAR Panel,
- 4. interview with the PAR Panel.

A majority vote of three (3) of the Panel members will be required for the selection of a Consulting Teacher.

Service of a Consulting Teacher

- 1. Service will be on a yearly basis. For subsequent years, only the PAR application need be submitted by continuing Consulting Teachers.
- 2. Consulting Teacher will agree not to serve as an administrator during his/her term as Consulting Teacher.
- 3. Consulting Teachers shall be -held harmless and are protected from legal liability in the execution of their assigned duties.

b. Annual Compensation

- 1. \$2,600 per Referred Teacher (limited to two) per Consulting Teacher
- 2. \$2,000 per Volunteer Teacher (limited to two) per Consulting Teacher
- 3. \$750-00 stipend for PAR Panel Facilitator, if a teacher
- 4. \$500-00 stipend per teacher PAR Panel member

Duties of the Consulting Teacher Related to Referred Teachers

Consulting Teachers shall have the primary responsibility for assistance and review of program participants to whom they are assigned, with no more than two (2) participants per consulting teacher. Should a situation arise that would require more than two (2) participants, ~~RUFF~~ the Federation and the District will meet and negotiate. Consulting Teachers shall be able to decline an assignment when it would not be in the best interest of either party. It is expected that there will be frequent conversations between the Consulting Teacher and the site administrator regarding the program participant. The Consulting Teacher will meet with the site administrator prior to the PAR Panel report of the progress being made by each program participant. Each Consulting Teacher will be required to:

1. Assist in writing clear performance goals with the participant, in collaboration with the principal, consistent with the California Standards for the Teaching Profession (CSTP);
2. Recommend in writing an appropriate professional development timeline of activities that are available to improve the skills and knowledge of each participant, and provide assistance for meeting recommendations;
3. Conduct multiple observations of each participant;
4. Provide a written post-observation to each participant within five (5) days after each observation;
5. Provide a summative evaluation documenting areas of growth and/or areas of needed improvement;
6. Maintain a schedule of consulting activities;
7. Send copies of observation reports to the site administration and the PAR Panel;
8. Maintain a log for each participant showing dates and time of contacts, including a summary of conversations, observations, and other forms of assistance provided;
9. Inform the PAR Panel of program participants progress and modify existing assistance plan, if necessary; and
10. Provide to the PAR Panel a final evaluation of those participating teachers for placement in their personnel file. After four (4) years of satisfactory performance the final report will be sealed.

Duties of Consulting Teachers as Related to Volunteer Teachers:

Consulting Teachers providing assistance to Volunteer Teachers will also:

1. Assist in writing clear performance goals with the participant, consistent with the California Standards for the Teaching Profession (CSTP)
2. Recommend in writing an appropriate professional development timeline of activities that are available to improve the skills and knowledge of each participant,
3. Conduct multiple observations of each participant,
4. Provide a summative year-end report to the PAR Panel documenting areas of growth and improvement. The original document shall be given to the Volunteer Teacher upon the conclusion of the Assistance Plan. The summative report shall be placed in the teacher's personnel file only upon request of the Volunteer Teacher. It is understood that the purpose of such participation is to provide peer assistance and professional development and that the Consulting Teacher will play no role in the evaluation of the Volunteer Teachers.

Subject Area Specialists:

~~RUFF~~ The Federation and the District understand that every possible subject matter competency may not be available within the corps of Consulting Teachers, and therefore it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases the Consulting Teacher maintains primary responsibility for the Individual Improvement Plan, but may function more as a case carrier who assures the availability of appropriate resources and services. At the request of the Consulting Teacher, a subject area specialist may be assigned by the PAR Panel to collaborate and assist the participating teacher.

A subject area specialist is a consultant who shall be utilized as the need arises. The subject area specialist will provide direct support for the participating teacher and recommend appropriate professional development activities.

Subject area specialists will receive release time and/or compensation at the contracted extra duty rate. The minimum of such release time and/or compensation shall be four (4) hours. Additional hours may be determined by the PAR Panel.

7. PAR PANEL PROCEDURES

Types of Referrals

1. Referred Teachers (By Evaluator for Unsatisfactory Performance)
 - a. A teacher who has received an unsatisfactory evaluation from the site administrator. The employee will be given a copy of the evaluation.
 - b. The Superintendent or designee will be advised that the employee's performance is unsatisfactory and the evaluation qualifies the participant for the program.
 - c. Superintendent or designee will recommend to the PAR Panel that the participant be placed in the PAR Program.
2. Volunteer Teacher
 - a. Teachers who need or want assistance shall be given every opportunity during the year to improve their job performance.
 - b. An administrator may suggest that a teacher volunteer for intervention because of concerns which relate to the CSTP.

PAR Panel Referral Procedures (For Referred Teachers)

1. Each referral shall be reviewed by the PAR Panel to determine whether acceptance into the program is appropriate.
2. The Referred Teacher shall have the opportunity to make a presentation to the PAR Panel.
3. If the PAR Panel rejects the referral, it shall provide the District with the reasons in writing for the rejection.
4. The PAR Panel will assign a Consulting Teacher to the participant and will advise him or her of the procedure to be followed. The participant will be given guidelines and timelines describing the remediation procedure to be followed and the professional development available to assist the participant.
5. Referred Teacher shall be annually reevaluated until there is a positive,

satisfactory evaluation or separation from district.

PAR Panel Process (For Referred Teachers)

1. A plan will be developed that will provide professional development to correct any of the areas where performance is unsatisfactory to start the improvement process.
2. The Consulting Teacher will maintain contact and report to the PAR Panel on the progress being made.
3. The Consulting Teacher shall provide an oral report and all written documentation to the Panel regarding progress of each participant following the designated timeline.
4. The Referred Teacher may be present for the presentation and will be given the opportunity to respond to the progress report.

Reporting to Panel (For Referred Teacher)

1. The Referred Teacher will be given the opportunity to respond to the PAR Panel regarding the progress report.
2. The may Referred Teacher not be present during the deliberation of the PAR Panel, which is confidential. The PAR Panel may request additional follow-up information from the administrative evaluator, Consulting Teacher, or the Referred Teacher.
3. Before submitting a final report to the PAR Panel, the Consulting Teacher will meet with the participant and discuss the report. The Referred Teacher will receive a copy of the final report.
4. A final report will be made to the PAR Panel addressing the issues in the improvement plan, including all documented evidence collected during the assistance period, and staff development activities.
5. The final report will state whether the participant has or has not improved his or her performance to the satisfactory level.

PAR Panel Action (for Referred Teacher)

1. The PAR Panel will review the final report and may request information from the Consulting Teacher related to the Assistance Plan.
2. The PAR Panel will prepare a recommendation related to the participant's Assistance Plan to the Superintendent/Board. The recommendation will be one of the following:
 - a) Successful completion of the plan
 - b) Assistance will continue in the program
 - c) Termination of district employment recommended
3. The recommendation will be provided to the Board via the Superintendent. The Board will make a final decision if termination of district employment is recommended by the PAR Panel.

f. PAR Panel Reporting (for Volunteer Teachers):

1. An end of the year report will be submitted to the PAR Panel.

8. ADDITIONAL PROVISIONS

- a. Expenditures for the PAR program, including administrative cost of up to 5% ~~five percent (5%)~~, shall not exceed available funds
- b. At the conclusion of each year that the program is in effect, if revenue exceeds expenditures,

the PAR Panel shall meet to determine the allocation of the surplus in a manner that facilitates the purposes of the PAR program and the professional development activities of the District.

- c. Funds shall be allocated to allow the release days and/or conferences as well as staff development and materials with the teachers assigned to the program.
- d. It is understood and agreed that this program shall terminate if for any reason there exists an inability for funding thereof through legislation).
- e. Nothing herein shall preclude the Superintendent and/or Board members from examining information to which they are entitled by law, for the review process and/or reemployment decision for participating teachers.
- f. 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.
- g. Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and or unprofessional conduct pursuant to the Education Code.
- h. This article shall be subject to reopening on an annual basis by either party

9. REFERRED TEACHER'S DUE PROCESS RIGHTS

- a. The Referred Teacher shall be entitled to review all reports generated by the Consulting Teacher and principal prior to their submission to the PAR Panel, and have his or her comments attached. The Consulting Teacher shall provide the participating teacher with copies of such reports at least five (5) working days prior to the meeting of the PAR Panel at which time the reports will be considered.
- b. The Referred Teacher shall have the right to be represented by ~~RUFF~~ the Federation in any meetings of the PAR Panel to which she/he is called and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.
- c. The decision to refer the teacher for intervention through this program shall not be subject to the grievance process, nor shall a decision to remove the teacher from the program be grieved.
- d. The Referred Teacher shall have the right to timely reports of progress being made following a developed timeline.
- e. The Referred Teacher shall have the right to present in writing to the Panel why a specific Consulting Teacher should be replaced and another Consulting Teacher substituted and have those reasons be considered by the Panel.
- f. The PAR Program in no manner diminishes the legal rights of bargaining unit members of the District.
- g. A Referred Teacher shall not have access to the grievance process to challenge the contents of reports, review, or decisions of the Consulting Teacher, Principal, or Panel but may file responses that shall become part of the official record of the intervention.

32. ARTICLE ~~37~~35: COMPENSATION

- 1. *The District Proposed a 1% ongoing increase in 2019-20 and a 1% ongoing increase in 2020-2021 to the salary schedule (pending Board approval).***

Salary Schedules and Remunerations

1. For salary schedule, see Addendum A.
2. Units earned after Bachelor's Degree (BA/BS) shall be compensated at \$80 per semester unit over thirty (30) units up to seventy-eight (78) units; and prorated based on the employee's FTE.
3. A Master's Degree (MA/MS) Stipend shall be compensated at \$750; and prorated based on the employee's FTE.
4. Transportation Allowance: An employee who is required by the Superintendent to use his/her automobile on district business shall be reimbursed for such necessary and appropriate business mileage at the appropriate I.R.S. rate.
5. Stipends: A stipend is a fixed payment to a current employee for services rendered that are usually for a fixed time period.
 - a. The rate of pay for all certificated stipends shall be agreed upon by the Federation and the District except for Grant Stipends which are determined by grant specification for duties and pay.
 - b. A committee composed of no less than three (3) certificated staff members - one (1) staff member will be the Federation site representative, one (1) staff member will be a teacher and one (1) will be a site administrator - will determine which applicant will fill each stipend position.
 - c. Certificated stipend positions will be open to all qualified certificated staff and will be posted at each site for five (5) days before being filled.
 - d. A job description shall be created for each district wide and site certificated stipend position.
 - e. A current list of certificated stipend positions will be posted at each site each fall and spring as appropriate.
 - f. Certificated stipend positions will be filled for one (1) year or less. The holder of the position may reapply the next year.
 - g. Positions shall be filled by qualified, certificated staff at the site before being filled by other certificated, classified or general public.
 - h. Stipends shall be provided for work that is over and above the contracted duty day.
 - i. Approved stipends are listed in Addendum G.
6. Extra Duty: Work required by the district of an hourly nature over and above the regular workday (including but not limited to summer school, intersession, homework club, Saturday school, Step-Up).

Rate of pay for extra duty shall be based on the hourly rate of Step One of the teacher salary schedule.

Fringe Benefits

1. See Addendum B for the benefits cap information.

2. The salary and health/welfare benefits paid on behalf of a part-time teacher shall be a proportional ratio of the salary and benefits he/she would have earned as a full-time teacher. The teacher may elect to pay the balance of the cost in order to obtain full health and welfare benefit coverage. For employees who work at least .4 FTE who decline medical benefits, the District will pay 100% dental and vision. If the employee does choose medical benefits, then all benefits are prorated based on FTE. It is agreed that the Board of Trustees is free to select the carrier for the above mentioned insurance and that the coverage for teachers under any new carrier will be equal to the coverage by the policy presently in force.

3. Eligibility for family and single coverage will be determined by the carrier company.

4. Opt Out/Cash-in-Lieu

All employees may opt out of district provided medical benefits. If full-time employees (1.0 FTE) wish to participate in opt out/cash-in-lieu, they need to provide proof of medical insurance.

In-lieu of taking medical insurance provided through the District, the employee would receive cash-in-lieu up to \$2,000 annually, paid per pay period for each month of qualified coverage.

Employees who start the plan year opting-out of medical coverage and wish to participate in medical coverage after open enrollment due to a qualifying event may do so, and they will receive the monthly cap instead of the cash-in-lieu payment for the remainder of the coverage period.

(Note: Deductions for the employee's portion of the premium for June and July medical coverage known as tenths will be included in the remaining regular paychecks to ensure full payment by the May regular pay period).

Employees who start the plan year with medical coverage and wish to opt out due to a qualifying event may do so, but they will not receive any cash-in-lieu for the remainder of the coverage period.

Early Retirement

Each year the Board of Trustees and the Federation will review the implementation of a Golden Handshake program.

Insurance Committee

An insurance committee, which would include four (4) ~~the~~ Federation members, shall be assembled upon request of either party for the purpose of reviewing insurance programs.

ADDENDUM B

Rescue Union School District
**FRINGE
BENEFITS**
2014-2015 2019-2020

CENTRAL VALLEY TRUST INSURANCE BENEFITS (effective 1/01/06 2020)

Blue Cross/Kaiser/Pacificare Full Time Employee Medical Benefits (Per Month of Coverage):

Employee Only:	Employee Plus One:	Family:
\$508.21 (\$609.86 – over 10 pay periods)	\$558.21 (\$669.86 – over 10 pay periods)	\$608.21 (\$729.86 – over 10 pay periods)

Dental Benefits: \$127.87 100% District Paid for Full-Time Employees*

Vision Service Benefits: \$20.33 100% District Paid for Full-Time Employees*

* See Article 35 regarding less than full-time coverage

Updated: 08/2015 04/12/2019