

MASTER AGREEMENT

ROUND VALLEY UNIFIED SCHOOL
DISTRICT

AND

ROUND VALLEY TEACHERS
ASSOCIATION

EXPIRES – JUNE 30, 2025

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AGREEMENT

This agreement, hereinafter referred to as "the Agreement," constitutes a bilateral and binding agreement, by and between the Round Valley Unified School District, hereinafter referred to as "the District", and the Round Valley Teachers Association, hereinafter referred to as "the RVTA," or Association. The term "Agreement" as used herein means the written agreement referred to under appropriate collective bargaining statutes.

ARTICLE 1 - RECOGNITION

The District Recognizes the Association as the exclusive representative of the certificate employees of the District, including full-time and part-time teachers, resource teachers, temporary teachers, resource specialist and Pupil Personnel Service Counselors (PPS Counselors).

ARTICLE 2 - SEVERABILITY

If, during the term of this Agreement a court of competent jurisdiction should hold that any article or section of this Agreement is contrary to law, that article or section shall be deemed invalid to the extent required by the court. In such instance, all other provisions shall remain in full force and effect and parties shall meet and negotiate within a reasonable period of time for the purpose of arriving at a mutually acceptable replacement for the invalid provision.

ARTICLE 3 - DURATION

This Agreement will be in effect from ratification by both parties of the Tentative Agreement dated July 1, 2024 up to June 30, 2026.

However, if inflation increases by 5% or more within the life of this agreement, negotiations will open for a Cost of Living Adjustment only.

Negotiations will open July 1st, 2024

ARTICLE 4 - DISTRIBUTION

The District agrees to provide copies of the agreement to all certified staff members, with additional copies given to the Association and copies to any new certificated staff member hired during the term of this agreement.

ARTICLE 5 - CALENDAR

During the life of this agreement, a school calendar shall be adopted with the joint consent of the Round Valley Teachers Association (RVTA) and the District calendar will be considered as Appendix A of this Agreement. Such calendar will be adopted prior to the dismissal of school for the summer.

ARTICLE 6 - SALARY

1. The current salary schedule is attached as Appendix B.
2. During the term of this agreement, the salary schedules attached shall be in effect, subject to the following conditions:
 - A. Units are defined for salary schedule purposes as semester units. Quarter units shall be worth two-thirds ($2/3$) of a semester unit.
 - B. Initial placement of new employees will allow credit for public school teaching experience (K-12), for upper division, graduate and post-graduate units earned after receiving the bachelor's degree, and for the MA/MS/PhD degrees, each of which must be substantiated at the time of employment or as soon thereafter as is practicable. Credit for service outside the District shall be allowed on the salary schedule at the rate of one Increment for one year of service for fifteen (15) years of previous service.

Private school experience for step increment on the salary schedule may, as determined by the District, be accepted providing the private school was state accredited and the unit member in question held a valid credential at the time of teaching. Unit members employed to teach Industrial education subjects may be granted credit for appropriate work as a journeyman, in lieu of teaching experience. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule.

1. Unit members, who resign from the District and are subsequently reemployed, shall be granted experience for prior service in the District.
 2. The first column on the salary schedule shall be applied for all staff working under an emergency permit or pre-intern certificate.
 3. The second column, AB +30, shall be applied to staff working under a credential, internship, or preliminary credential up to 44 units.
- C. Normally, course credit for salary placement and movement shall be given for upper divisions graduate and post-graduate course work related to an employee's assignment and/or subject matter or grade level. However, exceptions may be made when courses are a part of a planned program of professional growth certified by the site principal and/or the superintendent.
 - D. The District shall accept for movement on the salary schedule any and all workshops that have been funded by the District provided that the unit member pays for units associated with the workshop program.

- E. The annual salaries set forth in this Agreement shall be paid in 10, 11 or 12 equal installments, subject to the ability of MCOE, payable on the last day of each month with appropriate deductions.
1. Mandatory deductions from gross earnings are those required by law, provisions of this Agreement, and include Federal and State Income Tax and State Teachers Retirement System.
 2. Optional deductions are those the unit member may elect to have taken from a member's gross earnings. Optional deductions must be initiated in writing by the unit member. Such authorizations shall remain in effect continuously until the District receives from the unit member a written notice withdrawing the authorization for a particular deduction.
- F. Unit members requesting reclassification from one column to another must file such requests with the District Office no later than September 15th each year. Supporting records or transcripts verifying units of study that are to apply toward such a reclassification must be filed with the District Office no later than November 1 of the ensuing year. If by November 1 the unit member is unable to submit supporting records or transcripts verifying units of study which are to apply toward reclassification, official notice in the form of a grade card or letter from the college or university shall be submitted. Such temporary verification which indicates satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirement. The unit member shall provide the official transcript or affidavit document to the District as soon as it becomes available.
- G. HOURLY RATE OF PAY
1. Participation in instructional or hourly co-curricular programs beyond the regular workday shall be voluntary. Home Hospital Teacher and/or Long-term Independent Study Teacher will be compensated at the individual's regular hourly rate of pay. For other approved instructional/curricular work outside the regular workday the District will pay \$30/hour.

All such positions shall be opened to unit members before they are offered to members outside the unit. The positions shall be posted and awarded to the most senior or best qualified applicants. The District may, with Association concurrence, hire outside the District without posting in cases of experimental programs.

Summer school will consist of a three and one-half (3 ½) hour instructional program and total four (4) hour workday for employees. Teachers will receive their hourly pay or \$200 per day, whichever is the higher amount.

2. In the event that travel is necessary, the employee shall be entitled to the use of a District vehicle or to mileage pay at the rate established by the District. Mileage shall also be allowed for any employee directed to attend and supervise the junior/senior prom if held outside Round Valley.
3. ACADEMIC HOURLY RATE OF PAY: The annual pay on the Salary schedule divided by the number of work days determines the daily rate. The daily rate divided by seven (7) determines the hourly rate.

H. SUPERVISION

Any time the District assigns a member of the certificated employee unit any additional duties, the District shall pay the employee their hourly rate for the time actually spent at the activity to be logged to the nearest half hour, unless the activity is included in appendix H or is a duty that is included in a stipend position that the employee is contracted for.

1. Student dances mandated by the administration, excluding the Junior/Senior Prom.
 2. Athletic supervision for away games when a certificated employee is needed to attend and not a coach.
 3. Timer
 4. Announcer
- I. For District specified after school intervention programs related to program improvement, unit members shall be paid \$60.00 for tutoring after school or their hourly rate, whichever is more, regardless of how many students attend. Stipends for specific extracurricular or co-curricular positions will be listed in Appendix C.

J. Longevity Bonus

5 yrs. of service in district= \$1,000
10 yrs. of service in district=\$2,000
15 yrs. of service in district=\$3,000
20 yrs. of service in district=\$4,000
25 yrs. of service in district=\$5,000
30 yrs. of service in district=\$6,000
35 yrs. of service in district=\$7,000

This agreement is not retroactive and begins with the 2013/2014 school year.

To qualify:

- a. Employee must be contracted as 0.6 FTE or higher.
 - b. Employee must be hired and start with district prior to January 1st of any year to count as a full year of service.
 - c. The Board must approve the request of any member who wishes to separate from the district during a school year and approve how that may affect any longevity bonus.
3. In the event of errors in pay, including stipends and supplemental pay, the district shall have 30 days from the initial written notice to correct the pay issue. If the issue(s) is not corrected within the 30 day pay period the district may owe the employee interest of 10%, compounded monthly (30 days) of the payroll correction until the member is paid.

ARTICLE 7 - HOURS OF EMPLOYMENT

- A. Teachers and PPS (Pupil Personnel Services) Counselors shall report for duty at least fifteen (15) minutes before the official starting time of the regular instructional day. Teachers and PPS Counselors will work with their site administrator to determine schedule. The on-site duty day for Teachers shall be no more than 7 hours, excluding lunch. The on-site duty day for PPS Counselors shall be no more than 8 hours, excluding lunch. On days when students are released early due to adverse weather conditions, power outages or other emergency situations, Teachers and PPS Counselors may leave fifteen (15) minutes after all students for whom they are responsible have been released from the site. Teachers and PPS Counselors will confirm their early departure with the site administrator. However, it is mutually understood that the administrator may need some Teachers and PPS Counselors to remain to insure the safety of all students.
- B. Teachers may be utilized as substitutes for a whole day or any portion thereof on a voluntary basis and will be paid at their hourly rate of pay on supplemental payroll.
- C. 1.) The work year for Teachers shall consist of the following:
- i). 180 instructional days.
 - ii). Five (5) pre/post service days.
Up to three (3) of these days may be used for meetings, presentations, etc. Teachers will be members of a committee to organize content of the presentations. The two remaining days will be used for classroom preparation.
 - iii). Teachers will work 3 Teacher Workdays at the end of the 1st, 2nd & 3rd quarters. These will be non-instruction days with no students in attendance.

Staff Development.

Participation in Staff Development shall be voluntary and paid off schedule at each teacher's per diem rate for those who participate.

- Mandatory (at the request of the district) training outside of contract will have per diem for travel, i.e. meals, hotel, mileage paid and will earn hourly/daily rate of pay.
- Voluntary (at the request of the staff) training outside of contract, upon approval will have per diem, i.e. meals, hotel and mileage paid.
- Five (5) days of voluntary curriculum planning (during summer), teachers would be required to submit their proposals to the Principal and/or Superintendent for prior approval. Teachers will receive their daily rate.

The Workday shall be the minimum minutes required for incentives in Educational Code Section 4620.

- iv). Teachers who have not previously been employed in the District (new teacher) or teachers who are changing work sites, and the teachers who have been identified as their mentors shall be given one day of orientation workshops and one uninterrupted day at their assigned site paid at their per diem rate before the first in-service day of required certificated attendance. The Board shall supply the Association with a list of the names and addresses of all such teachers no later than August 15th or within ten (10) days of being hired.

Mentor Teachers shall receive a stipend as outlined on Appendix C.

Duties may include:

Minimum one hour logged meeting per week during school year

Attend additional orientation of school, including site orientation and resources.

Assist teacher with classroom management skills

Assist teacher with learning their grade level curriculum and curriculum resources

Assist teacher with paperwork, i.e. Report Cards, Awards, Progress Reports, Grading Programs, Purchase Orders, and Reimbursements

Assist with supplemental time cards etc.

Assist with PBIS Program, including Colt Cash, Behavior Tracking Forms, Assemblies, Stations, Raffles, etc.

Assist Teacher in understanding Student Success Teams systems.

Assist Teacher in understanding Learning Management Systems (AERIES, Schoology, Google Classroom, etc.) including staff Communication regarding calendar of events and assignment scheduling.

2.) The work year for PPS Counselors shall consist of the following:

190 Counseling days.

Ten (10) pre/post service days.

Up to three (3) of these days may be used for meetings, presentations, etc. PPS Counselors will be members of a committee to organize content of the presentations. The two remaining days will be used for office preparation.

Staff Development.

Participation in Staff Development shall be voluntary and paid off schedule at each PPS Counselor's per diem rate for those who participate.

- Mandatory (at the request of the district) training outside of contract will have per diem for travel, i.e. meals, hotel, mileage paid and will earn hourly/daily rate of pay.
- Voluntary (at the request of the staff) training outside of contract, upon approval will have per diem, i.e. meals, hotel and mileage paid.

- D. Teachers will be equitably assigned supervision duties during days on which they have preparation periods. Duty schedules shall be posted five School days in advance for each school month of the year.
- E. Each Wednesday will be a minimum day, with students released early in order to facilitate staff meetings, staff development activities, special education, IEP meetings, group planning, etc.
- F. Unit members may also leave the work site fifteen (15) minutes following the end of the instructional day on a minimum day before a holiday break and as long as students have left as per Section A.
- G. An uninterrupted duty-free lunch period of 30 minutes will be provided for all members of the bargaining unit.
- H. Employees will remain on site during the work hours unless notification of personal necessity is given to the principal or office. A duty free lunch shall not be considered to be part of work hours, and therefore employees are free to leave the site.
- I. Additionally, employees may be required to perform other duties, such as attending back-to-school night and open house, supervising extracurricular activities, etc. These duties shall be assigned fairly and equitably, and delineated by October 1 after receiving staff input at all sites. **See Appendix H.*

ARTICLE 8 – HEALTH AND WELFARE

- A. Employees, their spouses, and eligible dependents shall be provided with medical, dental and vision insurance in accordance with the following: Medical insurance will be provided through the Mendocino County Staywell Plan, in accordance with the terms and conditions which apply to the Districts that participate in the Plan.
- B. Dental coverage will be provided for each teacher through the California Valued Trust (CVT) Delta Dental insurance will be the coverage (Group #6001). Coverage shall be in accordance with the terms and conditions which are imposed by CVT, or which apply to the District's participation as a member of the consortium of Districts that participate in the Plan. The annual dental benefit shall be \$1500.00. Vision insurance will be provided for each teacher through Vision Service Plan.
- C. 1. Effective July 1, 2021, the negotiated employer paid health insurance annual cap is \$13,000.00.
2. The District shall pay the full cost of dental and vision for full-time employees of those working 0.6 FTE or more.
3. Eligibility for full benefits is based on 0.6 FTE certificated assignment or more. The District's contribution shall be pro-rated for the unit members working less than 0.6 FTE.
- D. 1. Retiring unit members who have served in the District for 10 to 19 years will receive one year's medical and dental benefits for the retiree plus one dependent at the District's expense until the retiree reaches age 65. Retiring unit members who have served 20 years or more in the District shall receive medical and dental benefits for the retiree plus one dependent for three years at the District's expense until age 65. The District offers two plans for retirees and will cover the premium cost for retirees and one dependent of the less expensive of the two plans. Dependent is covered as long as retiree is covered and dependent has not reached age 65.

The benefits of this section begin as of the effective date of the unit member's retirement. However, in the event that two unit members retire at the same time and they are spouses/domestic partners they will have a choice as follows:

- a. Run their benefits concurrently, or
- b. Mutually agree to combine their individual entitlements and may receive benefits under longest entitlement of the two, plus half the months of the second persons entitlement.

- E. Replacement Retirement Incentive for teachers hired after June 30, 2015.
New Employees hired after June 30, 2015 will not receive the current post retirement District paid health and welfare benefit contribution.

With the intent of encouraging Unit Members to save for retirement, the District agrees to contribute \$1,000 yearly to a retirement account of the unit member's choice (examples 403b, 457, etc.). The district encourages Unit Members to match district contributions. Upon the teacher's third and fourth year *if preliminary or fully credentialed*, the teachers will receive \$2,000 a year, or \$200 per month for 10 months. After the fourth year, the district will contribute \$1,000, or \$100 per month for 10 months of each year thereafter. It is the Unit Member's responsibility to set up a retirement account and notify the district of their retirement account information by **October 1st** of the teacher's third year with the district.

The additional \$1,000, per third and fourth year, compensates employee for their first two years not receiving additional contributions to their retirement plan.

The employee must be a 0.6 FTE or higher to be eligible for the full amount per year. If less than a 0.6 FTE the annual amount will be prorated.

- F. The District and the RVTA agree that a major means of holding down the costs of these benefits over the life of this Agreement is to be found in good health practices. The Association agrees to encourage employees to continue with good health practices such as: the control of weight within normal limits, or as directed by the family physician; a program of regular aerobic exercise; the moderate use of alcohol; not smoking; the control of blood pressure within normal limits, or as directed by the family physician; a resting pulse within normal limits; pulse that returns to normal within five minutes of moderate exercise; and good oral hygiene, including a dental check-ups yearly and regular flossing.

It is not the intent of the parties to this Agreement to discriminate against any employee whose membership in a recognized religious sect prevents participation or the participation of a spouse and/or dependents, in these good health practices.

ARTICLE 9 – GRIEVANCE PROCEDURE

Section 1- Definitions

- A. A "GRIEVANCE is an allegation that there has been a misinterpretation, misapplication, or violation of the provisions of this Agreement.
- B. A "GRIEVANT" is the person or persons, including the Association of representatives thereof, making the allegation.
- C. A "DAY" is a day on which schools are in session, excluding Saturdays, Sundays, summer sessions, local and legal holidays.
- D. The "IMMEDIATE SUPERVISOR is the lowest level administrator having immediate jurisdiction over the grievant. In the case of the Association filing the grievance, the Superintendent will be the "immediate supervisor."

Section 2- General Provisions

- A. The performance of an act which is being grieved does not compromise the teacher's position. There shall be no reprisals taken against any employee by the Association or by the District due to the employee's involvement in the grievance procedure.
- B. Nothing contained herein will be constructed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given a copy of the proposed resolution of the grievance and an opportunity to state its views within 5 days.
- C. The time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits, however, may be extended by mutual agreement.
- D. In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to the grievant, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year of as soon as is practicable by mutual agreement.

- E. A teacher may be represented at stages of the grievance procedure by oneself or by a representative selected by the Association. Both parties will be encouraged at the informal stage to have a meeting just between the teacher and the supervisor.
- F. Time limits for appeal provided in each level shall begin the day following receipt of written decision of the administration.
- G. A grievance meeting or hearing shall be held at the mutual convenience of the parties and may be held during the work day. Any teacher who is a participant in such investigations, meetings, or hearings will be released without loss of compensation.
- H. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- I. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. (See Appendix H)
- J. The parties shall not agree to any resolution of the grievance at the formal levels until the Association has received a copy of the grievance and the proposed resolution and has been given a reasonable opportunity to file a response.

Section 3-Procedure

Informal Level

Before filing a written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor.

Formal Level

A. Step One

Within 20 days after the occurrence of the act or omission giving rise to the grievance, or within 20 days of the time the grievant could reasonably have known, of should have known, of the actor omission giving rise to the grievance, the grievant shall file the grievance.

A grievance shall be presented to the immediate supervisor in writing and shall include a statement of the grievance, the sections of the Agreement being grieved, and the remedy sought.

If a grievance arises from action or inaction on the part of an administrator at a level above the immediate supervisor, the grievant shall submit such grievance in writing to the second step, with the agreement of the immediate supervisor at Step One, and the processing of such grievance will be commenced at Step Two. The immediate supervisor, the Superintendent or a designee if the grievance is commenced at Step Two as set forth above, shall communicate the decision and the reasons for the decision within 10 days of receipt of the formal grievance to the grievant. If the grievant is not satisfied with the decision, or if the decision or response is not made within the time limit set forth, the grievant may appeal.

B. Step Two

The appeal shall be filed within 5 days after receiving the decision at Level 1, or within 5 days of the time limit for issuing the decision.

The appeal should include a copy of the original grievance, the decision rendered, if any, and a clear, concise statement of the reasons for the appeal. The Superintendent, or designee, shall communicate the decision and the reasons for the decision to the grievant in writing within 10 days after receiving the appeal. If the grievant is not satisfied with the decision at Step Two, or if the Superintendent or designee does not respond within the time limits, the grievant may request the Association submit the grievance to mediation.

C. Step Three-Mediation

1. Upon request of grievant and Association, grievance shall be referred to mediation. Mediator shall be provided by the State Mediation and Conciliation Service. Each party shall be responsible for their own costs except that the grievant and Association representative shall be entitled to reasonable release time for mediation. If mediator charges, the costs shall be split between the District and the Association.
2. Request for mediation must be in writing and served on the District within 10 days of the decision in Step 2, or within 10 days of the time limit for issuing a decision.
3. If mediation is not successful, the mediator shall issue a letter to both parties indicating the termination of mediation. The date of that letter is the date from which the appeal must be filed at Step 4 (15 days).

4. The parties agree that mediation is confidential and the contents of mediation shall not be used in subsequent grievance proceedings or legal action. The mediator shall have no authority to compel a resolution, but shall assist the parties in reaching a mutually agreed upon resolution.

D. Step Four – Arbitration

The Association, by written notice to the Superintendent or designee within 15 days of the mediation termination date, may submit the grievance to arbitration to either the American Arbitration Association or the State Conciliation Service. If any questions arise as to the arbitrability of the grievance, such questions may be ruled upon by the arbitrator after the selection, and after there has been an opportunity to hear the grievance on its merits or based upon the record made at the previous steps in this process. The parties shall select a mutually acceptable arbitrator from the list provided or by mutual agreement. Should they be unable to agree on an arbitrator within 10 days of the arbitration list being received by both parties, the parties may submit a list of 5 arbitrators. Each party shall alternately strike a name until only one name remains. The remaining person shall be the arbitrator. The order of the striking shall be determined by lot.

The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which modifies or amends the terms of the Agreement or violates the terms of the Agreement. However, it is agreed that the arbitrator can award financial reimbursement or other remedies deemed to be just and proper. The arbitrator shall submit the decision to all parties simultaneously. The arbitrator's decision shall be final and binding on the parties.

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

ARTICLE 10 – EVALUATION

It is understood and agreed by the parties that their principle objective is to maintain or improve the quality of education in the District. It is further understood and agreed that this objective can be more readily achieved by a manifest willingness to assist all certificated employees in improving their professional skills. The District accepts as a fundamental premise for a successful evaluation program the necessity for mutual respect and trust to exist between the evaluator and those evaluated.

A. Frequency

1. Every temporary, first and second year employee shall be evaluated by the District, in writing, at least once each school year. Thereafter, employees shall be evaluated at least once every two (2) years.
 - a. For permanent unit members who have been employed at least ten (10) years in the District, who are certified as Highly Qualified under No Child left Behind (NCLB), and whose most recent evaluation has indicated he/she has met the standards, shall, upon agreement of the evaluator and evaluatee, have the evaluation made every five (5) years. Either the affected unit member or evaluator may withdraw consent at the beginning of a school year, no later than the end of the fourth week of that school year, thus returning the unit member to the cycle of being evaluated at least every two years.
2. Employees shall be evaluated by the Superintendent or Principal.
3. The evaluation shall be completed no later than thirty (30) calendar days before the last school day scheduled on the current school calendar.

B. Pre-Evaluation Meetings

1. Employees who are to be evaluated during the school year shall be furnished a copy of the evaluation procedures and forms no later than October 1.
2. The evaluation shall be in accordance with California Standards (see Appendix D) as follows:
 - a. Engages and supports all students in learning.
 - b. Creates and maintains effective environments for student learning.
 - c. Understands and organizes subject matter for student learning.
 - d. Plans instruction and designs learning experiences for all students.
 - e. Assesses student learning.
 - f. Develops as a professional educator.

3. No later than October 15, employees to be evaluated will submit one (1) proposed goal developed from three (3) Key Elements in one (1) California Standard upon which they desire to be evaluated. The District may add one (1) goal developed from three (3) Key Elements from One (1) California Standard. The goals shall include specific objectives and time for completion. (Appendix D)

The employee and District shall use the Professional Goals form. The employee shall pick from Standards 1-5 inclusive. See attached list of Standards and Key Elements.

4. By November 1, employees shall meet with the Superintendent or Principal for an initial conference to review the goals, timetable for their completion and timelines for observations and formal evaluation.

C. Observations and Visitations

1. Each Formal Evaluation shall be based on not less than two (2) formal classroom observations by the Superintendent or Principal of 30 minutes each. At least one formal observation shall be scheduled. For probationary employees, the first observation shall take place prior to December 15.
 - a. A scheduled observation shall be preceded by a conference between the Superintendent or Principal and the employee. The conference shall be at least two (2) working days prior to the observation. In preparation for the conference, the employee shall complete the Pre-Observation Conference Form. (Appendix D-3)
 - b. The purpose of the conference will be to clarify the goals and objectives of the class to be observed.
 - c. This provision does not preclude nonscheduled observations and/or informal classroom visitations as an additional basis for evaluation. However, any note or written information from these observations and/or informal classroom visitations will be shared with the teacher within ten (10) working days.
 - d. The evaluator shall not limit his evaluation of a certificated employee to the direct observation of such an employee, but may include data related to lesson plans and other pertinent information, except that the evaluation and assessment of an employee's performance shall not include use of publishers' norms established by standardized tests.

2. The Superintendent or Principal shall meet with the employee within seven (7) working days of a formal observation (whether scheduled or not) and provide a signed and dated Certificated Observation Report. (Appendix D)
 - a. At any post-observation conference, the Superintendent/Principal shall make recommendations for improvement in the areas deemed unsatisfactory, which may include in-service training and/or participation in conferences which shall be at District cost.
3. If one (1) or more of the Certificated Observation Reports indicates a need for improvement, the employee may request one (1) additional scheduled observation, conference, and Certificated Observation Report.
4. The certificated employee will receive a copy of all observations and evaluations.
5. The certificated employee's signature on any evaluation or observation only means that he/she has received said evaluation of observation on stated dates.

D. The Formal Evaluation (Appendix D)

1. The final written evaluation shall be on the two selected California standards and be delivered and discussed at a conference, scheduled specifically for that purpose, between the Superintendent or Principal and the employee.
 - a. Although the evaluator may comment on and/or separately document performance on other standards, the formal evaluation is limited to the two selected standards.
2. The conference shall be held no later than thirty (30) calendar days prior to the last school day on the school calendar.
3. The Superintendent or Principal shall present the written evaluation and discuss its content with the employee. The employee shall sign the written evaluation, signifying receipt and awareness of the opportunity to attach a written response in accordance with Education Code 44031. The employee shall receive a copy of the written evaluation and the original shall be placed in the personnel file.
4. If the Formal Evaluation indicates a need to improve on more than two elements, an Improvement Plan shall be developed by the evaluator in collaboration with the employee. The Plan shall be limited to the two agreed upon standards. The Plan shall be implemented no later than the next school year.

- a. The certificated employee and the evaluator shall collaborate to develop an Improvement Plan to correct any cited deficiencies. Such Plan shall include specific recommendations for improvement, direct assistance in implementing such recommendations, and adequate release time for the certificated employee to visit and observe similar classes in other school districts or other training opportunities. The evaluator shall consult with the employee prior to finalizing the Plan. The Plan shall be provided to the employee prior to the last school day for implementation during the next school year.
5. No certificated employee shall be held accountable for any aspect of the educational program over which he/she has no authority.

ARTICLE 11 - ASSIGNMENT AND TRANSFER

A. DEFINITIONS:

1. "TRANSFER" is a change in work location from one school to another.
2. "REASSIGNMENT" is a change in grade level or subject matter.
3. "VACANCY" is a formal declaration by the District that a vacancy exists at a specific grade level or subject matter area for which the District intends to hire a teacher.
4. "OPENING" is an open position at a grade level or in a subject matter area which has been created because of a transfer or reassignment, change in enrollment, change in staffing ratio authorized by the Board of Trustees, expiration or implementation of a categorically funded program, change in District program(s), authorized leave of absence or any combination of these factors.

B. Teachers may request transfer or reassignment for the succeeding year by submitting a request to the Superintendent in writing before April 1 of the current year. Teachers returning from leaves may request assignment for the school year following their leaves in the same manner.

C. The District shall make preliminary assignments, including transfers and reassignments for the ensuing school year as soon as administratively practicable, but not later than the last day of student attendance by notifying teachers of the grade level(s) or subject matter area(s) they will teach during the next school year. Consideration shall be given in the process of making preliminary assignments to all teachers who have requested transfer or reassignments. In those instances where transfers or reassignments are not made in accordance with teacher requests, the teacher may request to be informed in writing of the reason(s).

D. In transferring or reassigning teachers the District will first consider the educational needs of students. Consideration will also be given to teacher's preference, teacher qualifications, teacher certification, teacher experience, teacher training, and length of service in the District.

E. Unit members with an active request for transfer or reassignment and the Association shall be given notice of all vacancies. In addition, the District shall post notices on school and District bulletin boards during the school year and shall mail them to the teacher's last known address during the summer.

F. Subsequent to the first day of school, transfers and reassignments will be made with 30 days' notice, circumstances permitting. Provided, however, that the shifting of students

to combination classes, when necessitated by unforeseen increases or shortfalls in the enrollment, shall not be considered to be a reassignment.

G. VOLUNTARY/INVOLUNTARY TRANSFER/REASSIGNMENT

1. If a decrease in the number of students or the elimination of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary transfer/reassignment. If an involuntary transfer/reassignment becomes necessary, the District shall base its decision on who to transfer/reassign on the following criteria: The teacher's experience, credentials, seniority and educational needs of the students.
2. Unit members who are transferred or reassigned during the school year shall be allowed three (3) days of release time for preparation prior to the effective date of the transfer or reassignment. The District shall provide assistance in the moving of the unit member's material whenever a unit member is transferred or reassigned. The District will provide assistance.

H. A unit member returning from leave shall be given an assignment similar to the one held prior to the leave. A full time unit member will be returned to a full time position and a part time unit member will be returned to a part time position. A unit member may request a voluntary transfer/reassignment pursuant to Sections "B" through "F", above. Should the District be unable to provide the same assignment held prior to the leave, or should the unit member not request an involuntary transfer/reassignment, or should the unit member request a voluntary transfer/reassignment and none is available, the District may initiate an involuntary transfer/reassignment in accordance with Section "G" above.

I. Should an assignment or the mixture of a class be difficult or unusual, or should the make-up of an assignment or class in some way make it difficult for the teacher to meet the evaluation criteria as set forth in Article 10, Evaluation, the teacher may initiate the following process:

1. An informal conference with the principal to discuss a solution. A solution may be, but is not limited to, extra aide time, providing a teacher specialist such as in music or science, provision of preparation time, etc.
2. If the teacher is not satisfied with the solution reached with the principal or if no solution is reached, the teacher may appeal to the Superintendent.
3. If the teacher is not satisfied with the solution reached with the superintendent, or, if no solution is reached, the teacher may appeal to the Board.

- J. If a student is to be transferred from one classroom to another of the same grade level, there must a meeting between both teachers and the principal prior to the student being transferred. Class splits will not exceed 53% of the total students of the entire grade/class. Please see Appendix F.

ARTICLE 12 - ASSOCIATION RIGHTS

A. MAIL FACILITIES

The Association shall have the right to use the District mail service and unit member mailboxes for communications to unit members without interference, censorship, or examination of such communications by the employer.

B. ACCESS TO WORKSITE

Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activity or use does not interfere with classroom instruction.

C. ACCESS TO INFORMATION

The Board, upon request by the Association, agrees to furnish to the Association, within 5 days, all available information concerning the financial resources and professional staffing of the District. Such information shall include, but not be limited to: annual financial reports and audits, register of certificated personnel, budgetary adoptions, agendas, and minutes of all board meetings, staff names and addresses.

D. The Association to appoint two members to the District Budget Committee.

ARTICLE 13 - DISTRICT RIGHTS

It is understood and agreed that all of the District's rights and functions, including its power and authority to direct, manage, and control the operation of the District, shall remain vested with the District, except as specifically and expressly abridged by the terms and conditions of this Agreement.

ARTICLE 14 – LEAVES

A. Paid Time Off (PTO) - Sick and Personal leave.

Every member employed as a 1.0 FTE shall receive 10 days of leave time annually. Members employed less than 1.0 FTE will be pro-rated annually. PTO includes personal necessity leave and sick leave. PTO shall be subject to the following provisions:

1. Unused PTO shall accumulate from year to year without limitation.
2. PTO need not be accrued prior to being taken and may be taken at any time during the school year.
3. Except in cases of emergency, twenty-four hours prior notice shall be given to the site administrator who shall approve or deny the leave, based the district/school needs, and/or limit the number of employees who may use this leave on one day.
4. The District shall require a doctors' note for any emergency leave taken in excess of four work days in a row.
5. A notice from the employee's doctor that an employee is physically fit to return to work may be required by the District for absences exceeding five consecutive work days.
6. This leave shall not be used for participation in Association activities and/or activities related to the concerted activities and work stoppages.
7. Pursuant to labor Code 233, PTO may be taken to care for a sick child, parent, and spouse of the employee or domestic partner of the employee.
8. PTO Incentive
 - a. This proposal has two components: The 1st component is an individual component. In this component employees would receive a bonus based on the number of unused leave days. For zero days used the bonus amount would be \$750.00. Each additional step down is a \$75.00 decrease, down to five unused leave days for which an employee would receive \$375.00.

- b. The 2nd component is a group incentive. This plan sets a goal that the employee's end of the year with a minimum balance of 50% unused leave days. If that number is reached the district would give a 1% bonus to all employees. This would be a one-time bonus. Maternity and Paternity will be excluded from the leave calculation.

Individual Incentive Plan Breakdown

Zero days used	\$900
1 day used	\$810
2 days used	\$720
3 days used	\$630
4 days used	\$540
5 days used	\$450

- c. After 5 year periods of continued service teachers will receive an additional paid day off.

**This will cease to accumulate after accumulating 48 hours.*

**All teachers will be assessed at their current years of service, and hours will be added to their contract accordingly.*

**All teachers will be given the added time as of July 1st 2023.*

** See Appendix G.*

B. SALARY DEDUCTIONS DURING ABSENCES FROM DUTIES-DIFFERENTIAL PAY

When employees are absent from their duties on account of personal illness or accident for a period of five school months or less, whether or not the absence arises out of or in the course of employment, and they had exhausted their accumulated PTO and all other paid leaves to which they may be entitled, the amount deducted from their salaries for any month during which this occurs shall not exceed the amount paid to a substitute employed to take their place, or which would have been paid to a substitute if one had been employed.

Non-Pregnancy Related Leaves:

Industrial Accident Leave (60 working days) EC 87787, 44984	Sick Leave (Current Year) EC 87781, 44978	Accumulated Sick Leave	K-12 (EC 44977) 5 mo. Differential leave begins (Deduct amount paid to sub or amount that would have been paid to sub.)
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FMLA/CFRA if applicable notice is given

C. MILITARY LEAVE

Military services leave shall be granted in accordance with State Law. Teachers on ordered military leave will receive their regular compensation for the first 30 days of such leave in addition to that paid by the government. Such compensation shall not be more than 30 days in one fiscal year, in times of active duty teachers on ordered military leave shall receive a differential pay rate, computed as the difference between their regular teacher's salary and military pay for an additional period up to 6 months or 120 school days, whichever comes first. Additional time may be granted at the discretion of the Board.

D. JURY DUTY

1. A teacher ordered to jury duty during regularly scheduled working hours shall be entitled to leave of absence with pay during actual jury duty service. The teacher must remit to the District the amount of any check or warrant, excluding mileage, received in payment for the court appearance.
2. The teacher will notify an immediate supervisor upon notification of jury duty.

E. LEAVE FOR COURT APPEARANCE OTHER THAN JURY DUTY AND OFFICIAL APPEARANCE BEFORE OTHER GOVERNMENTAL BODIES

Whenever a teacher is subpoenaed as a witness in a case involving the District, time will be allowed for appearance in court without loss of pay. No salary deductions shall be made for absences if a teacher is under a subpoena in a court case in which that teacher is not an interested party or a voluntary witness. No salary will be paid in cases where a teacher is a voluntary witness appearing in the teacher's own interest, except as provided under provisions for use of the Personal Necessity Leave Section of this Agreement. A teacher shall be granted leave to appear in court as a witness when subpoenaed or to respond to an official order from another governmental jurisdiction other than a litigant and not brought about through a connivance or misconduct of the employee.

F. MATERNITY/PATERNITY LEAVE

Unit members may take maternity leave and paternity leave to the extent they are eligible under state and federal laws and regulations.

1. MATERNITY LEAVE

a. Pregnancy Disability Leave:

A unit member may take unpaid leave for a maximum period of four months if, in the opinion of her healthcare provider, she is disabled by pregnancy, "Disabled by pregnancy means because of pregnancy, childbirth or a related medical condition the unit member is (a) unable to perform any one or more of the essential functions of her job, (b) unable to perform any of these functions without undue risk to herself or successful completion of her pregnancy, (c) suffering from severe morning sickness, or (d) requires time off for prenatal or postnatal care; bed rest, gestational diabetes or other pregnancy related medical condition.

b. PTO and Other Paid Leave:

While disabled by pregnancy, the unit member shall use any current and accrued PTO concurrently with pregnancy disability leave and may elect to use any accrued vacation or other accrued personal time,

c. Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA):

If eligible under FMLA, the unit member may take unpaid leave for a period of up to 12 workweeks for the birth and care of a newborn, FMLA LEAVE shall run concurrently with Pregnancy Disability Leave.

If eligible under CFRA, at the end of her pregnancy disability, or at the end of four months pregnancy disability leave, whichever occurs first, the unit may take unpaid leave for a period of up to 12 workweeks after the birth of her child. (2 CCRS7297.6)

If eligible under FMLA and/or CFRA, a unit member may take unpaid leave for a period of up to 12 workweeks for the placement with the unit member of a child for adoption or foster care.

A unit member shall be granted, upon request, up to five (5) days of absence upon placement of a child with the unit member for adoption or foster care. The period of absence shall run concurrently with FMLA and CFRA leave and be deducted from the unit member's sick leave, or if the unit member does not have any sick leave, the period of absence shall be unpaid.

d. Parental Leave:

Leave taken for either the:

1. Birth of employee's child or;
2. Adoption of child by employee or placement of foster child with employee.

Term of Leave:

Maximum = 12 workweeks. Compensation is subject to EE's Sick Leave Balance and Eligibility for CFRA.

Parental Leave Eligibility Criteria: More than 12 month length of service. No minimum service hours required.

Applicable Rate of Pay During Parental Leave:

1. Full Pay for up to 12 workweeks if employee has available sick leave (current year and accumulated sick leave).
2. Partial Pay (Differential or 50% Rate (*effective 1/1/19 the rate of pay must be at least 50% of regular rate of pay*)) after exhaustion of all available sick leave for the remainder of the employee's 12 workweek period if employee is eligible for CFRA.

Parents with the Same Employer:

As with CFRA, parents with the same employer have a combined total of 12 workweeks within a 12 month period.

Parental Leave taken pursuant to the Education Code runs concurrently with CFRA "baby bonding" leave.

2. PATERNITY LEAVE

If eligible under FMLA and/or CFRA, the unit member may take unpaid leave for a period of up to 12 workweeks for reason of the birth of a child or placement of a child with the unit member for adoption or foster care. FMLA and CFRA leave shall run concurrently.

A unit member shall be granted, upon request, up to five (5) days of absence at the time of the birth of the unit member's child, when the unit member's child and the child's mother are released from the hospital, or upon placement of a child with the unit member for adoption or foster care. The period of absence shall run concurrently with FMLA and CFRA leave and be deducted from the unit member's sick leave, or if the unit member does not have any sick leave, the period of absence shall be unpaid.

2. In order to be eligible to apply for sabbatical leave, unit members must have served the District for at least 7 years in a certificated capacity.
3. During the term of the leave, the employee will receive one-half of the regularly scheduled salary plus all health benefits.
4. Sabbatical leaves shall be granted only for the purpose of travel and/or study which will be of foreseeable benefit to the District upon the individual's return.
5. Employee's granted sabbatical leaves must agree to return to the District to serve for at least 3 years subsequent to the leave. A bond or deed of trust will be required to assure such service, in the event that the individual does not return, the individual shall agree to repay the District for the full amount of the compensation received while on leave, including the cost of health benefits. This will not be levied against an employee who has a disability or medical condition which makes it impossible for him to return.
6. Unit members desiring to apply for sabbatical leave must submit an application to the Superintendent no later than February 1 of the year prior to the year for which the leave is requested. The application must include a complete description of the reason(s) for which the leave is requested, a statement of the activities in which the applicant will engage during the period of leave, with a list of objectives to be accomplished and how successful accomplishment will be measured, and how each of the activities and objectives will be of benefit to the District during the applicant's future service in the District.
7. Upon receipt of an application for sabbatical leave, the Superintendent will notify the Association, which will convene a committee of 3 peers to review the application and make recommendations by March 1 as to its merit, relative to paragraph 6 above. The peer committee may meet with the applicant to discuss the application and shall limit their recommendation to one of the following:
 - a. Approval as submitted;
 - b. Approval subject to specific modification(s);
 - c. Disapproval.
8. The Board of Trustees, at their next regular meeting following submission of the peer committee's recommendation to the Superintendent, will consider the application. The Board's decision in the matter will be final. The Board may stipulate modifications to the proposal which are conditional to its approval.

9. Unit members returning from sabbatical leaves shall have the same right to request assignments and transfers as employees not on leave.

I. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE (WORKMAN'S COMPENSATION)

Teachers who are absent from duty because of illness or injury resulting from industrial accident or illness qualifying for worker's compensation are granted industrial accident leave under the following conditions:

1. Industrial accident and illness leave applies from the first day of such absence from duty. The term of the leave shall be determined by the employee's doctor, subject to compliance with the law and subject to review by the District. Should there be disagreement over the term, the length of the leave shall be determined by the State Workers' Compensation Panel.
2. The amount of salary paid to such teacher in any calendar month will be the salary that would have been received had the industrial accident or illness not been suffered.
3. If the teacher is still absent from duty as a result of such industrial accident or illness the teacher shall then be entitled to the benefits provided by law and District policy for accrued sick leave, extended sick leave, and advanced sick leave, respectively.
4. For any days of absence from duty as a result of the same industrial accidents or illness, whether the teacher receives salary payments under industrial accident or illness leave, other paid leave or vacation, the teacher shall endorse to the District any wage loss benefit check from the State Compensation insurance Fund which would make the total compensation from both sources exceed 100 percent of the amount that would have been received as salary had the industrial accident or illness not been suffered.
5. Days of absence under Industrial accident or illness leave shall not be deducted from the teacher's sick leave accumulations, but the amount of industrial accident leave or illness leave shall be reduced by one day for each day of such authorized absence from duty regardless of any and all compensation awarded.
6. If an industrial accident or illness absence beginning in one fiscal year extends into the next fiscal year, the teacher shall be entitled in the new fiscal year for the same accident or illness only to the amount of unused industrial accident leave remaining at the end of the fiscal year in which the industrial accident or illness occurred.

7. Allowable industrial accident leave shall not be accumulated from year to year.
8. In order to be eligible for industrial accident or illness leave, the teacher while absent from duty with the District shall remain within the State of California unless prior approval is granted by the District for travel outside the state.
9. A teacher who is eligible for reemployment and has been medically released for return to assigned duties, but fails to accept an appropriate assignment shall be placed on health leave of absence or terminated.
10. When all available leaves of absence paid or unpaid, have been exhausted and the teacher is not medically able to assume assigned duties, the teacher may apply for disability retirement, be placed on an unpaid long term leave of absence or be terminated, The teacher shall be eligible for reemployment upon submission of a physician's statement regarding the teacher's abilities to resume assigned duties.

J. ASSOCIATION LEAVE

The Association's representatives may utilize up to 10 days leave (total, not each) for Association business. The District's cost for substitutes for such leave shall be reimbursed to the District by the Association.

K. VISITATION LEAVE

Up to 2 days shall be available for the purpose of upgrading instructional skills or curriculum knowledge, or for observing peers. Such days shall be considered school business and shall be agreed upon in a reasonable manner. This leave may also be used for attendance at workshops and conferences. Individuals desiring to take visitation leave must submit a request to an immediate supervisor for approval at least 10 days in advance of the date when leave is desired. Fewer than 5 days' notice can be approved if a substitute teacher is in place.

L. LONG-TERM UNPAID LEAVE

Employees may be granted leave without pay, including, but not limited to, leave for child rearing, health, and leave to pursue other interests. These leaves shall be subject to the approval of the Board of Trustees. Individuals returning from unpaid leave shall have the same rights to request assignments and transfers as employees not on leave.

Unit members on all board approved unpaid leaves of absence shall have the option to continue to receive District insurance coverage as defined in Article 8 for the period of

the leaves upon pre-payment or pay as they go to the District subject to conformance with Staywell policies. Employees on leave without pay shall notify the District in writing of his/her intention to return not later than February 1st. Non-notification shall be construed to mean that the employee is not guaranteed re-employment.

M. JOB SHARING PARTIAL LEAVES

Employees will be entitled to share certificated positions and take partial leaves in accordance with the following:

1. Employees wishing to share contracts or take a partial leave will make the request known in writing to the Superintendent by February 1st of the preceding school year. The Superintendent and the Principal will meet with the employee and determine a mutually acceptable shared contract program or partial leave. The agreed upon proposal will be presented to the Board by the Superintendent.
2. Employees sharing a contract will proportionately share non-teaching duties allocated to the staff. Together they will assume the approximate responsibilities of the employee position they are sharing.
3. Salary will be pro-rated in accord with the full-time employment position.
4. An employee working 60% or more of the time required by a position shall receive full health benefits. An employee working less than 60% shall have their health and welfare benefits, leave benefits, and STRS contributions pro-rated at the percentage related to the full time position served.
5. An employee working 50% or more of the time served by a full-time employee will be credited for a full year's service for salary step placement.
6. An employee working less than 50% of the time served by a full-time employee shall be credited with one year of service on the salary schedule after completing 51% of a fulltime years' service.
7. Seniority will be determined as in Article 17, Paragraph C.
8. A District employee wishing to share a contract under the provisions of this article will request an unpaid leave of absence. The leave shall be renewable on an annual basis with the renewal of the shared contract completing the balance of the terms of the contract. Any unit member previously employed full time who agrees to a shared contract for one year will automatically be offered a full time contract for the year following the shared contract providing the unit member notifies the superintendent by February 1st.

9. Unit members returning from shared contracts or partial leaves will have the same rights to request assignments and transfers as employees not on leave.

N. CATASTROPHIC LEAVE

1. When an employee or a member of his/her family experience a catastrophic illness or injury which requires the employee to take time off from work for an extended period of time, and the employee has exhausted all available sick leave and other paid time off, he/she may request donations of accrued vacation or sick leave credits.
2. In making such a request, the employee shall provide verification of the catastrophic injury or illness.
3. Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probably duration of the illness of injury.
4. Upon determination that the employee is unable to work due to his/her own or a family member's catastrophic illness or injury, any other employee, upon written notice to the Board of Trustees, may donate accrued vacation and/or sick leave credits to the requesting employee. Donation shall be a minimum of full day increments.
5. To ensure that employees retain sufficient accrued sick leave to meet their own needs, donors shall not reduce their accumulated sick leave to fewer than 5 days.
6. All transfers of eligible leave credit shall be voluntary and irrevocable with the exception of section 10 below.
7. The Superintendent or designee shall ensure that all donations are confidential.
8. The employee who is the recipient of the donated leave credits shall use those credits within 12 consecutive months.
9. Donated time shall spread as evenly as possible among those donating time. (Example: If employee A donates five (5) days, employee B donates one (1) day, and employee C donates three (3) days, one day will be taken from A, then one from B, then one from C. Next, one day from A and one from C will be used. This process will continue until donated time is no longer needed or until all donated time is used.)

10. If donated credits are not used by the employee within 12 consecutive months, the credits shall be returned to the employee who donated them.
11. An employee who receives paid catastrophic leave shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.

ARTICLE 15 – CLASS SIZE

A. District class size shall be determined according to the following: **K-12: 26**

K	27
1-5	27
6-8	27
9-12	27
PE	32

Resource Specialist: 28 per case load.

Special Day: 12 (depending on the handicapping condition) per case load.

Independent Study: 27 students for total enrollment.

Yolla Bolly Continuation: 27 students per total enrollment.

Shop Classes: 25 students cap to reflect state best practices.

District: based on period enrollment for student overage at current class size agreement (27).

Should the actual enrollment in any given class exceed above, the following process shall be initiated:

1. A conference between the principal and the teacher to reach an agreed upon solution. A solution may be, but is not limited to, extra aide time, providing additional prep time, release time for teacher, or extra pay per student, etc.
2. If extra pay is agreed upon, the teacher will receive \$150.00 a month for each pupil over 27. Class size extra pay is set per student numbers listed above.

District: \$150 based on 10 months, i.e. August – May.

- a. Enrollment numbers are based upon actual enrollment on the last working day of each month.
3. If no agreed upon solutions are reached, the teacher may appeal to the Superintendent.
4. If the teacher is not satisfied with the appeal to the Superintendent, the teacher may appeal to the Board.
5. When a new student is enrolled teachers must have a two (2) day notification prior to classroom placement, unless superseded by McKinney-Vinto Law. If Students are admitted immediately, teachers are allowed to receive up to 2 hours of supplemental pay at their hourly rate.

6. Combination Courses:

“Combination classes will qualify for a stipend. Qualification for the stipend will occur when a K-6 class’s roster is made up of the students in more than 1 grade. Qualification for grades 7-12 will consist of two separate curriculums taught in the same class in the same period. This would exclude courses in the Special Education Department, Yolla Bolly Continuation School, and students on Independent Study or in Credit Recovery, as well as on 9-12 courses taught via Bright Thinker or a similar platform.

Those who qualify for the combo class stipend will be paid up to the full amount as outlined in Appendix C. Those who qualify for less than a full year will be paid a prorated stipend, provided that the student was enrolled for a minimum of 10 days per month of proration. The stipend can be applied for at the completion of the semester(s).

ARTICLE 16 – PUBLIC COMPLAINT PROCEDURE

Any charge or complaint concerning a member of the bargaining unit by a parent, other employee, or a citizen residing in the District shall be reported first to the employee as well as to the employee's principal or immediate supervisor. The employee will be notified as to the content of the complaint and the identity of the person(s) initiating the complaint. The employee's supervisor shall schedule an initial conference with the employee. Every effort shall be made to resolve the complaint informally at this level. In those instances where administrative resolution is not successful the following procedure shall be followed:

A. Definitions:

1. "Complaint" is a written allegation signed by a parent, other employee, or a citizen of the District, that a unit member has violated the law, District policy or regulation, or has acted in a manner contrary to the ethics of the teaching profession.
2. "Response" is a written statement, signed by the individual named in a complaint, which answers the complaint.
3. "Closed Session" is a meeting of the Board of Trustees which is closed to members of the general public.

B. Procedure:

1. The employee(s) named in a complaint shall be given a copy of the complaint as soon as is practicable, after receipt by the immediate supervisor, and advised of all appropriate rights hereunder. This advice may be solicited from the immediate supervisor, the District, the Association, or private counsel.
2. After receipt of a complaint the immediate supervisor shall fix the time, date, and place where the complaint can be discussed with the complainant. The conference shall take place within 15 working days of the date upon which the complaint is received unless good cause exists for postponement.
3. The immediate supervisor shall conduct the conference and rule on questions concerning procedures.
4. The conference shall be solely concerned with the specific allegations made in the complaint. A copy of the supervisor's decision shall be mailed to the parties involved within 15 working days following the conference.

5. The employee or complainant shall have the right to appeal the decision of the immediate supervisor to the Superintendent.

C. Appeal Process

Level 1

1. Upon the receipt of the appeal the Superintendent shall advise the employee of all appropriate rights hereunder. This advice may be solicited from the District, the Association or private Counsel.
2. The Superintendent shall fix the time, date, and place where the matter can be discussed. The conference shall take place within 15 working days of the date upon which the appeal is received unless good cause exists for postponement.
3. Both the complainant and the employee may be accompanied by counsel of a representative of their choice, at their own expense.
4. The Superintendent, or an individual designated by the Superintendent, shall conduct the conference and rule on questions concerning procedure. The person shall not be the Counsel for either party.
5. The conference shall be solely concerned with the specific allegations made in the complaint. A copy of the Superintendent's decision shall be mailed to the employee and complainant within 15 working days of the appeal conference. The employee or complainant shall have the right to appeal the Superintendent's decision to the School Board.

Level II

6. Upon receipt of the appeal to the Board of Education the Superintendent shall fix the time, date, and place where the matter shall be heard by the Board in closed session, unless requested by the employee that it be in open session, and shall notify both the complainant and the employee. Normally, the hearing will take place within 30 days of the date, upon which the appeal is received unless good cause exists for postponement.
7. Both the complainant and the employee may be accompanied by counselor a representative of their choice, at their own expense.

The Board, or an individual designated by the Board, shall conduct the conference and rule on questions concerning procedure. The person shall not be the Counsel for either party.

8. The conference shall be solely concerned with the specific allegations made in the complaint. Both complainant and the employee may present evidence and testify with regard to the complaint, shall have the right to present witnesses to testify on their behalf, and may question witnesses brought by the other party.
9. The technical rules of evidence shall not apply during the hearing. Relevant evidence may be presented and used in reaching a decision if it is the kind of evidence upon which reasonable persons would rely in the conduct of serious affairs.
10. The Board shall deliberate and decide in closed session, in the absence of both complainant and employee(s) and representatives. The Board may retain counsel, who shall not also be counsel for either party, and may consult with counselor District staff at any time during the process. Should the board desire further input both the complainant, the employee, and their representatives shall be present. A decision to uphold a complaint must be supported by substantial evidence showing that the employee did commit the act(s) or omission(s) alleged in the complaint and that the acts alleged are of sufficient gravity to cause the Board to consider acting on the complaint.
11. The decision of the Board shall be final and conclusive for the District in the matter. Any grievance over this Section shall be limited to procedural matters. The Board's decision is not to be construed as limiting an individual's right to pursue a remedy in a court of competent jurisdiction.

D. Legal Representation

1. When in the performance of his/her job, an employee is acting in compliance within the law, and District policies and procedures, the District will bear the cost of legal defense in any civil action resulting from a complaint.

ARTICLE 17 – SENIORITY/LAYOFF

- A. Layoff, for the purpose of this Article, shall be an involuntary separation from active service of the probationary or permanent bargaining unit member because of the loss of ADA or reduction of a program or loss of funds specified in Education Code section 4.4955 and 4.4955.5.
- B. Layoffs shall be made on a District-wide basis in inverse order of seniority.
- C. An employee's seniority shall be based upon the employee's first date of paid Service. In calculating the employee's seniority, each year's credit for service as a temporary or long-term substitute employee immediately prior to employment in a probationary position shall be counted pursuant to the Education Code. The parties recognize that, in order for an employee to receive credit pursuant hereto, an employee shall have served for at least 75 percent of the year for which service is to be counted less any years taken as leave without pay.

If two or more employees subject to layoff have the same first date of paid service, their seniority shall be determined by criteria adopted by the Board.

- D. An employee who elects separation in lieu of either bumping or assignment into a different grade/subject shall maintain all reemployment rights as defined in this Article.

Employees who have been laid off shall be placed on a reemployment list for a period of 39 months for permanent bargaining unit members and for a period of 24 months for probationary employees.

- E. Before a layoff occurs, the District shall provide a current seniority list to the Association.
- F. After the Board has made the decision to lay off employees, the District shall issue written notices of intent to the employees affected, on or before March 15, of the year the layoff is to take effect.
- G. Copies of notice shall be available to the Association within a reasonable time following the Board decision.
- H. The notice shall contain the effective date of layoff, displacement rights, if any, reemployment rights (copies of the Education Code sections that apply), copies of the resolution to layoff which was passed by the Board, notice of the right to request a hearing (at which the unit member may be represented by an Association representative, may present evidence, and witnesses, and question or cross-examine District witnesses. The purpose of the hearing, before an impartial administrative law

judge, shall be for the unit member to show reason(s) for remaining on staff with the District. The administrative law judge's decision to the Board of Education shall be advisory only. The notice shall include a form for requesting the hearing and a clear statement of the timeline for filing the request.

- I. Offers of reemployment shall be made in reverse order of layoffs as vacancies occur.
- J. Individuals on a reemployment list shall have 5 working days to respond to a verbal offer of reemployment which, if declined, will be followed by written verification of the declination, or 5 working days to respond to a written offer sent by certified registered mail, beginning with the day it was deposited in the U.S. Mail to the most recent address supplied to the District by the employee.
- K. The District shall notify individuals of offers of employment in accordance with the education code. The failure to respond to an offer upon first becoming eligible shall not cause the employee's name to be removed from the employee list. The period of unavailability shall be limited to 1 year.
- L. Employees who are laid off and are subsequently reemployed shall retain seniority earned prior to the effective date of layoff.
- M. No years' experience for salary schedule advancement shall be earned during the periods of separation from paid employment in the District, except during authorized military leave.
- N. Employees who are laid off and are subsequently reemployed by the District shall retain that sick leave earned and unused at the time of separation.
- O. The District agrees to allow employees terminating at the end of the school year to continue on the existing District health and dental plans at no cost to the employee, for a period not to exceed 3 months from the end of the employee's contract, provided such arrangement is permitted by and agreeable under such plans which are in force at the time of such termination.
- P. Employees who are laid off shall receive 5 paid personal leave days in order to seek new employment opportunities, without loss of wages, sick leave or other benefits.
- Q. Employees who are laid off shall be unable to retain time served prior to the layoff for a computation of credit toward longevity pay upon reemployment.

ARTICLE 18 - DISCIPLINE LESS THAN DISMISSAL

- A. The Superintendent or designee may initiate discipline for just cause. Procedures for discipline shall include the concepts of progressive discipline and procedural due process.
- B. Just cause and procedural due process require that an investigation be conducted by the District prior to implementing discipline. The purpose of the investigation is to determine the truth of any charges against an employee that might lead to discipline.
- C. Procedural due process requires that an employee be given a written notice of the charges and the evidence against the employee. Subsequent to the date of the notice the employee shall have 10 working days to respond in writing and/or through a conference with the Superintendent or designee. The purpose of such a conference shall be to resolve the charges prior to the implementation of discipline.
- D. At any step in this procedure the employee may be represented by the Association or by a representative of the employee's own choice.
- E. Should no resolution occur through the step in "C", above, there shall be a fair hearing held by the District upon written request of the employee within five (5) days of the conference held in 1.
 - 1. During the hearing the employee may present evidence and witnesses and have an opportunity to review the evidence and to cross-examine witnesses introduced by the District.
 - 2. The employee may choose to go to a hearing before the Board as outlined below or to request that the Association take the discipline hearing to binding arbitration under the grievance procedure. Should the Association decide to take the discipline hearing to binding arbitration the question of discipline for the employee will go directly to arbitration and the procedures in Article 9, relating to selecting the arbitrator and paying the arbitrator and the costs for the arbitrator and/or any hearing room will be followed. The Association shall have 10 work days to notify the employee and the Superintendent, in writing, of its decision.
 - 3. If the employee requests a hearing pursuant to paragraph #2 above, any discipline against the employee shall be stayed pending the results of the arbitrator's award or the decision of the Board, whichever applies.

Should the Association decide not to take the question of discipline for the employee to binding arbitration, the employee may choose to accept the discipline or to proceed to a hearing before the Board as outlined below:

- a. If the employee notifies the Superintendent in writing within 5 days of the original notice from the Superintendent or his/her designee or within five (5) days of the notice from the Association, that he/she requests a hearing before the Board, the Superintendent will schedule the hearing at the earliest possible Board meeting and notify all parties.
- b. Prior to authorizing taking disciplinary action, the Board shall consider all evidence and all testimony presented at a hearing. The hearing shall be conducted in closed session unless the employee requests that it be held in open session.
- c. The hearing before the Board may be conducted by the Board or by a neutral third party mutually agreed upon by the Board and the Association. The Board may retain counsel but said counsel shall not be the same as the counselor representative presenting the Administrator's case against the employee.
- d. Should the Board decide against the employee, it shall authorize taking disciplinary action against the employee.

F. IMPLEMENTATION OF DISCIPLINE

1. Progressive discipline requires that the first offense by the employee shall solicit a lesser discipline than a second or third offense of the same kind. Normally, a verbal warning will precede a written warning (reprimand) and a reprimand will precede a suspension without pay.
2. The seriousness of the offense shall be controlling as to the seriousness of the discipline. Normally, a lesser offense will elicit a lesser discipline and a more serious offense will elicit a more serious discipline. However, in no circumstance shall discipline be taken against an employee for more than fifteen (15) days suspension without pay.

G. GENERAL PROVISIONS

1. All notices of discipline shall be copied to the Association. Otherwise, the procedures will remain confidential.
2. The decision of the arbitrator of the Board shall be final and binding.

ARTICLE 19 - RIGHTS, DISMISSAL AND NON-REEMPLOYMENT OF PROBATIONARY TEACHERS

A. Probationary Teacher Rights

Each probationary teacher, upon initial assignment to a school shall receive a written statement acknowledging the probationary status, and be assured that expressed needs for training, assistance, and evaluation will be met by the District.

ARTICLE 20 - TEACHER INPUT ON CURRICULUM

Curricular and pedagogical innovations are most directly related to the work of the classroom teacher, The District shall allow all reasonable latitude in these matters to the classroom teachers, so long as such innovations accord with the policies of the District; laws; and accepted frameworks, standards and scope and sequence materials currently accepted in the District.

Innovations recommended by the Association shall be considered seriously by a curriculum committee composed of four teachers and two administrators, and accepted if found not to violate the above mentioned requirements, or to be beyond reasonable budgetary constraints.

If such innovations require a significant departure from the current policies, practices and/or curriculum, they will be considered and voted on by the committee and the School Board, respectively.

ARTICLE 21-SAFETY

A. Safe Working Conditions

1. Teachers shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being.
2. Teachers have an obligation to report to their site administrator any condition which they believe is unsafe.
3. Unit members shall immediately report cases of assault suffered by them in connection with their employment to their site administrator or immediate supervisor, who shall immediately report the incident to the police.
4. Any person who willfully disrupts any school activity shall be immediately reported to the police if so requested by a unit member.

B. Student Suspension

1. A teacher may suspend a student for the day of the suspension and the day following for good cause(s) as enumerated in the California Education Code.
2. Teachers suspending a student under this Section shall immediately report the suspension to the on-site principal or District Superintendent and send the student to the Principal for appropriate action.
3. Prior to suspending any student under this Section, the teacher shall first employ all other reasonable alternatives and maintain adequate written records with regard to the use of such reasonable alternatives.
4. Any student suspended by a teacher shall not be placed in another regular class for the period of the suspension.
5. The teacher of any class from which a pupil is suspended may require the suspended pupil to complete any assignments and tests missed during the suspension.
6. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent teacher conference regarding the suspension.
7. Upon recommendation of the student's teacher, the principal shall suspend from school any student whose attendance is inimical to the teacher's or other student's welfare in accordance with Education Code and board policy.

8. The principal shall act upon the teacher's recommendation within five (5) days.
9. Should the principal choose not to follow the teacher's recommendation, he/she shall provide the teacher with his/her reasons in writing.
10. A student suspended under this Section shall not be entitled to return to school during the time of the suspension.
11. The District policy with regard to student discipline and the rights of suspended students shall be given to each teacher in written form on or before the first day of each school year.

C. Employees will have keys for restrooms at the appropriate site.

D. School Cancellation

1. At the beginning of each school year, the District shall give each employee a copy of District protocol for cancelling School. Such protocol shall include a phone tree and giving as much notice as possible to employees.

ARTICLE 22 - PART-TIME EMPLOYEE/ FULL-TIME RETIREMENT CREDIT

Unit members may submit requests to the Board of Education to participate in the Part-time employee/fulltime retirement credit program pursuant to Education Code section 44922. The part-time position held by the unit member pursuant to this provision shall be subject to the written mutual agreement of the unit member and District.

Ratification/Signature

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 27th day of June in the year 2024.

Round Valley Unified School District (R.V.U.S.D.)

By: Peter Bauer
Peter Bauer, President of the Governing Board

ATTEST:

By: Zoe George
Zoe George, Clerk of the Governing Board

Teachers Association of Round Valley (R.V.T.A.)

By: Amber Grable
Amber Grable, President of the R.V.T.A.

Salary Schedule:

Add a column for 105 units of PD for teachers with either a Masters or Phd. This is only applicable to teachers that have completed 10 years with the District.

Bi-Lingual Stipend for Certificated staff.

ELD Director Stipend?

Asking for a 14% pay increase over 2 years.

Round Valley Unified School District

2024-2025

Academic Year Calendar

Round Valley Unified School District: (707) 983-6171

Eel River Charter School: (707) 983-6946

Board Approved: 2/12/2024 tentative

Graduations:

8th Grade: 06/12/2025 High School: 06/13/2025

Students: 180 days - Teachers: 188 days

July 24						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 24						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					19

January 25						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4		
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						19

May 25						
Su	M	Tu	W	Th	F	Sa
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						20

August 24						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						16 13

December 24						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						15 14

April 25						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
						17

August 25						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 24						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						15

March 25						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					20 19

July 25						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

October 24						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						22 21

February 25						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	
						15

June 25						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
						10 8

Events

Teacher's Work Year
August 9th, 2024 to June 13th, 2025
10 mo Employees = 8/13 to 6/11
11 mo Employees = 8/1 to 6/30
1st day of School: 08/14/2024
Last Day of School: 06/11/2025
Minimum Days (5):
1/12, 12/19, 2/14, 4/18 & 6/11
Holidays (16):
9/2 = Labor Day
9/27 = CA Indian Day
10/14 = Indigenous Peoples Day
11/11 = Veterans Day
11/28 & 11/29 = Thanksgiving
12/24 & 12/25 = Christmas
12/31 & 1/1 = New Year
1/20 = Martin L. King JR
2/17 & 2/21 = Presidents Week
4/21 to 4/25 = Spring Break
5/26 = Memorial Day
6/19 = Juneteenth
7/4 = Independence Day
Snow Days (2):
3/24 & 5/12
End of Quarter/Semester:
10/10 = End of 1st Quarter
12/19 = End 2nd Qtr/1st Sem.
3/20 = End of 3rd Quarter
6/11 = End 4th Qtr/2nd Sem.
Parent/Teacher Conferences (2):
October 28- November 1st
April 28th - May 2nd
Classes Not in Session
Staff Development/No Class (3)

2023-24 Stipend Structure

District Athletic Director -or- \$5,000

Athletic Director - Middle School \$1,000

Athletic Director - High School \$3,000

High School Coaching:

Varsity Coach \$2,000

Varsity Assistant Coach \$1,500

Jr. Varsity Coach \$2,000

Cheerleader Advisor \$1,500

Elementary Coaching:

Volleyball \$1,000

Basketball \$1,500

ASB Advisors:

* ASB Approved Club Advisors \$1,250

Student Council Advisor - RVHS \$1,250

Student Council Advisor - RVEMS \$1,250

Senior Class Advisor \$1,500

12th Grade Graduation Coordinator \$500

Junior Class Advisor \$1,250

Underclassmen Class Advisors (9th,10th) \$1,000

8th Grade Class Advisors (8th) \$1,500

8th Grade Graduation Coordinator \$500

Class Advisors (6th,7th) \$1,000

Other:

High School Yearbook (only if no class) \$1,250

Elementary Yearbook \$1,250

District Website Coordinator \$1,250

Stick Game Club \$1,250

Big Time \$1,250

Accelerated Reader/Covelo Reads \$1,500

Concert Coordinator \$1,500

Mentor Teachers \$1,750

Combo Class \$2,000

FFA Advisor \$3,500

Supervised Agricultural Experience Advisor \$5,000

Directorships:

Career Technical Education Director \$3,500

Native American Ed Director- RVHS \$5,000

Native American Ed Director- RVEMS \$5,000

Special Ed Director \$15,000

Supervisors of other activities may be added to this list and compensated by the terms and conditions established at the discretion of the Board.

All employees seeking a stipend must sign a contract to acknowledge stipend requirements. Requests for stipends will be approved by the site principal at the end of the supervisor's/advisor's term of responsibility, providing the requirements of the signed contract have been met.

Round Valley Unified School District

VOLUNTARY ACTIVITIES PARTICIPATION FORM ACKNOWLEDGMENT AND ASSUMPTION OF POTENTIAL RISK

Name of Participant	
Description of Camp/ Activity	
Date(s)	
Medical Insurance Carrier and Policy Number	
Emergency Contact Name & Phone Numbers	

I authorize the above participant to participate in the described activities shown. I understand and acknowledge that these activities, by their very nature, pose the potential risk of serious injury/illness to individuals who participate in such activities.

I understand and acknowledge that participation in these activities is completely voluntary.

I understand and acknowledge that in order to participate in these activities, I agree to assume liability and responsibility for any and all potential risks that may be associated with participation in such activities.

I understand, acknowledge, and agree that the Round Valley Unified School District, its elected or appointed officials, employees, agents, and volunteers shall not be liable for any injury/illness suffered by the participant which is incident to and/or associated with preparing for and/or participating in this activity and I voluntarily assume all risk, known or unknown, of injuries, howsoever caused, even if caused, in whole or in part by the action, inaction, or negligence, of the released parties to the fullest extent allowed by law.

In the event of illness or injury, I do hereby consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care are considered necessary in the best judgment of the attending physician, surgeon, or dentist and performed by or under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services.

I acknowledge that I have carefully read this VOLUNTARY ACTIVITIES PARTICIPATION FORM and that I understand and agree to its terms.

Parent/Guardian Signature if Participant **under** 18 years old Date

Student/Adult Signature if Participant **over** 18 years old Date

Note: A signed VOLUNTARY ACTIVITIES PARTICIPATION FORM must be on file with the Round Valley Unified School District before participating in the above camp/activity.

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ATHLETIC COACH & VOLUNTEER CHECKLIST

Requirements are based on Ed Code. See attached Resource Page for details.

Required for all Paid/Volunteer Coaches

CRIMINAL BACKGROUND CHECK

Activity Supervisor Clearance Certificate DOJ
Background Check

CPR TRAINING

Certification valid for 2 years

FIRST AID TRAINING

Certification valid for 2 years

CONCUSSION TRAINING

Certification valid for 2 years

HEAT ILLNESS TRAINING

Certification valid for 2 years

SUDDEN CARDIAC ARREST TRAINING

Certification valid for 2 years

MANDATED CHILD ABUSE REPORTING

Annual Training

PROOF OF COMPETENCY IN COACHING THEORY

PROOF OF COMPETENCY IN CHILD ADOLESCENT PSYCHOLOGY

TUBERCULOSIS EXAMINATION

Informational Requirements for Paid/Volunteer Coaches

DISTRICT CODE OF ETHICS/COACHING PHILOSOPHY

EMERGENCY ACTION PLAN

Must ensure written plan is posted

Additional Requirements for Paid Coaches

DISTRICT EMPLOYMENT PACKET

Recommended to Include in all Paid/Volunteer Coach Packets

FITNESS TEST

DISTRICT TRANSPORTATION POLICY

DISTRICT AUTHORIZED DRIVER PACKET

COVID PLAN

**AED TRAINING, KNOWLEGE OF LOCATION OF
AED MACHINE, AND ACCESS TO AED
MACHINES**

DISTRICT OVERNIGHT POLICY

DISTRICT HEAT POLICY

DISTRICT AIR QUALITY POLICY

TRAINING REQUIREMENTS

Activity Supervisor Clearance Certificate issued by the Commission on Teacher Credentialing or Department of Justice and Federal Bureau of Investigation Criminal Background Check

Certification in CPR and First Aid (every 2 years)

Concussion

Heat Illness

Sudden Cardiac Arrest Training
Mandated Child Abuse Reporting

WHO IT APPLIES TO

Any paid or volunteer position who works with pupils in a pupil activity program sponsored by a school district

Any Coach or Assistant Coach, paid or volunteer

Any Coach or Assistant Coach, paid or volunteer

Any Coach or Assistant Coach, paid or volunteer

Coach, administrator, referee and umpires

Any Athletic Coach

LINK to LAW

[Ed Code 49024](#)

[Ed Code 35179.1](#)

[Ed Code 35179.1](#)

[Ed Code 35179.1](#)

[AB 379](#)

[Ed Code 11165.7 #42](#)

Resources/Additional Information

An Activity Supervisor Clearance Certificate identifies that the holder has completed the Commission's fingerprint character and identification process and verifies that the holder has completed the professional fitness review before being placed in a position working with pupils in a student activity program.

https://www.cflsinfo.org/coaches-admin/coaching_education/certification

https://www.cflsinfo.org/coaches-admin/coaching_education/certification

https://www.cflsinfo.org/coaches-admin/coaching_education/certification

https://www.cflsinfo.org/coaches-admin/coaching_education/certification

Completion of a college course in coaching theory and techniques; or
Completion of in-service programs arranged by a school district office or a county office of education; or
Prior service as a student coach or assistant athletic coach in the sport to be coached; or
Prior coaching in the community youth athletic programs in the sport to be coached; or
Prior participation in organized competitive athletics at high school level or above in the sport to be coached.

[Case text on Reg 5593 California Department of Ed Title 5, 5593 \(content is currently under review\)](#)

[Case text on Reg 5593 California Department of Ed Title 5, 5593 \(content is currently under review\)](#)

https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=49024&navCode=EDC

https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=49024&navCode=EDC

New Coaches/Volunteers must submit a TB examination dated within the last 60 days. Existing Coaches must submit a new examination or assessment every 4 years thereafter.

COACH PACKET INFORMATIONAL REQUIREMENTS

Code of Ethics/District Coaching Philosophy

Emergency Action Plan Posted

WHO IT APPLIES TO

Include in Coach Packet

[Ed Code 35179.1](#)

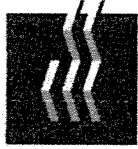
[Ed Code 35179.1](#)

STUDENT ATHLETE FORM REQUIREMENT

Every student athlete must receive an informational sheet on Concussions and Cardiac Arrest and must return a student and parent signed acknowledgement form.

Concussion/Head Injury and Cardiac Arrest Information Sheet

[AB 379](#)



NORTHERN CALIFORNIA
SCHOOLS INSURANCE GROUP

Volunteer Requirement and Recommendations

Volunteer Type	No person may volunteer on any level if they are required to register as a sex offender, therefore all volunteers should at least be screened through a Sex Offender Registry https://leginfo.ca.gov/faces/codes_displaySection.xhtml?_afPfm=&_afPfm=&highlight=true&lawCode=EDC&keyword=44815	District Authorized Driver Packet including: DMV pull notification to verify driving record meets district requirements, declaration page of car insurance policy meeting minimum insurance requirements.	Activity Supervisor Clearance Certificate (includes fingerprinting) or Department of Justice/Federal Bureau of Investigation Criminal Background Check
Volunteer Supervisors for breakfast, lunch or nutritional periods	X (Required)		
Volunteer aides under the immediate supervision and direction of certificated personnel of the district in a classroom or on a field trip	X (Required)		
Field Trip Drivers	X (Required)	X (Recommended)	
Overnight Chaperone	X (Required)		X (Recommended)
Volunteer for an Activity Program including but not limited to: scholastic programs, interscholastic programs, and extracurricular activities sponsored by a school district or school booster club. https://leginfo.ca.gov/faces/codes_displaySection.xhtml?_afPfm=&_afPfm=&highlight=true&lawCode=EDC&sectionNum=49024.&article=6.&highlight=true&keyword=held%20trip			X (Required)

PLEASE CHECK YOUR BOARD POLICY AS RECOMMENDATIONS MAY BE REQUIREMENTS FOR YOUR DISTRICT

APPENDIX – D
EVALUATION FORMS

See Attached

APPENDIX D

Pre-Observation Conference Form Round Valley Unified School District

Name: _____

Location: _____

Grade Level/Subject: _____

School Year: _____

Evaluator: _____

Date: _____

Standard: _____

Pre-Conference Questions:

Please answer these questions and bring the completed form to your pre-observation conference.

1. What content standards will you be teaching in this lesson and how does it connect to your evaluation goals? Is this a new, practice, review, or diagnostic lesson?
2. What do you expect your students to know and/or do by the end of the lesson?
3. What activities will you and your students be doing?
4. How will you know if your lesson is successful for all students?
5. Are there any group or individual characteristics or conditions which the evaluator needs to know?

APPENDIX D
ROUND VALLEY UNIFIED SCHOOL DISTRICT
Certificated Evaluation Form

Evaluatee: _____

Key: 1 = Satisfactory
 2 = Needs Improvement

Evaluator: _____

Date of Evaluation: _____

Observation Dates: _____

Conference Dates: _____

Standard One: Engaging and Supporting All Students in Learning	1	2
Using knowledge of students to engage them in learning		
Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests		
Connecting subject matter to meaningful, real-life contexts		
Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs		
Promoting critical thinking through inquiry, problem solving, and reflection		
Monitoring student learning and adjusting instruction while teaching		

Comments:

Standard Two: Creating and Maintaining Effective Environment for Student Learning	1	2
Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully		
Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students		
Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe		
Creating a rigorous learning environment with high expectations and appropriate support for all students		
Developing, communicating, and maintaining high standards for individual and group behavior		
Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn		
Using instructional time to optimize learning		

Comments:

Using assessment data to establish learning goals and to plan, differentiate, and modify instruction		
Involving all students in self-assessment, goal setting, and monitoring progress		
Using available technologies to assist in assessment, analysis, and communication of student learning		
Using assessment information to share timely and comprehensible feedback with students and their families		

Comments:

Standard Six: Developing as a Professional Educator	1	2
Reflecting on teaching practice in support of student learning		
Establishing professional goals & engaging in continuous and purposeful professional growth and development		
Collaborating with colleagues and the broader professional community to support teacher and student learning		
Working with families to support student learning		
Engaging local communities in support of the instructional program		
Managing professional responsibilities to maintain motivation and commitment to all students		
Demonstrating professional responsibility, integrity, and ethical conduct		

Comments:

Class Split Guidance Chart - Appendix F

Class Size	53% Split	Class 1	Class 2	Difference
0.53				
25	13.25	13	12	1
26	13.78	14	12	2
27	14.31	14	13	1
28	14.84	15	13	2
29	15.37	15	14	1
30	15.9	16	14	2
31	16.43	16	15	1
32	16.96	17	15	2
33	17.49	17	16	1
34	18.02	18	16	2
35	18.55	19	16	3
36	19.08	19	17	2
37	19.61	20	17	3
38	20.14	20	18	2
39	20.67	21	18	3
40	21.2	21	19	2
41	21.73	22	19	3
42	22.26	22	20	2
43	22.79	23	20	3
44	23.32	23	21	2
45	23.85	24	21	3
46	24.38	24	22	2
47	24.91	25	22	3
48	25.44	25	23	2
49	25.97	26	23	3
50	26.5	27	24	3

APPENDIX G

Paid Time Off

Including Longevity Bonus Days

2023 - 2024

Years of Service	PTO DAYS
1	10 days
2	10 days
3	10 days
4	10 days
5	10 days
6	11 days
7	11 days
8	11 days
9	11 days
10	11 days
11	12 days
12	12 days
13	12 days
14	12 days
15	12 days
16	13 days
17	13 days
18	13 days
19	13 days
20	13 days
21	14 days
22	14 days
23	14 days
24	14 days
25	14 days
26	15 days
27	15 days
28	15 days
29	15 days
30	15 days
31+	16 days

1 day = 7 hours

Paragraph 8 Line C As a longevity incentive for every 5 years of service teachers will be awarded 1 additional PTO day. See Apprnx G for breakdown

Appendix H

Round Valley Elementary/Middle School

Contractually required events outside of normal daily hours:

- Open house/Back to school night
- Winter concert
- Spring concert
- Parent teacher conferences (if needed)

Supplemental Pay events:

- Family nights planned by site council
- IEPs after contractual hours
- Professional development outside of contractual hours required by administration

Things you will not be compensated for unless they are required within the duties of a stipend position.

- Field trips
- Fundraising events
- Class or Parent meetings
- Driving for athletic events
- Duties at sports events: book, gate, concessions
- Chaperoning a dance

Round Valley High School contractually required events outside of normal daily hours:

Concessions (counts toward advisor stipend)

Prom

Homecoming (all events)

Winter Ball

Back to school night

Open House

Big Time

Honoring Ceremony

Graduation

