2019-2022

CERTIFICATED BARGAINING AGREEMENT

RUSD
RIVERSIDE UNIFIED SCHOOL DISTRICT

RIVERSIDE UNIFIED SCHOOL DISTRICT
AND
RIVERSIDE CITY TEACHERS ASSOCIATION
CTA/NEA

2019-2022

CERTIFICATED BARGAINING AGREEMENT

RIVERSIDE UNIFIED SCHOOL DISTRICT AND RIVERSIDE CITY TEACHERS ASSOCIATION

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Board of Education

Dr. Angelov Farooq	President
Mrs. Kathy Allavie	Vice President
Mr. Tom Hunt	Clerk
Mr. Brent Lee	Member
Mrs. Patricia Lock-Dawson	Member

AGREEMENT

THIS AGREEMENT made and entered into this twelfth day of June 2020, by and between the Riverside Unified School District (hereinafter called the "District") and the Riverside City Teachers Association (hereinafter called the "Association").

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this twelfth day of June 2019.

RIVERSIDE UNIFIED SCHOOL DISTRICT

Mrs. Kathy Allavie, President
Board of Education

David Hansen, Ed.D
District Superintendent

Mays Kakish, Chief Business Officer
Business Services & Governmental Relations

Kyley Ybarra, Assistant Superintendent
Dept. of Personnel

RIVERSIDE CITY TEACHERS ASSOCIATION

Laura Boling, President

Fernando Hurtado
Bargaining Chair

THE RIVERSIDE CITY TEACHERS ASSOCIATION
CTA/NEA
and
RIVERSIDE UNIFIED SCHOOL DISTRICT
2019-2022

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ARTICLE I – RECOGNITON

Section 1 - Association
The District recognizes the Association as the sole and exclusive representative for all certificated employees (hereinafter called "employees") employed by the District, excluding management, confidential and supervisory employees as designated by the Board of Education in accordance with Chapter 10.7, Sections 3540-3549 of the California Government Code and in accordance with the certification issued by the Educational Employment Relations Board on November 17, 1976, in Case No. LA-R-62, pursuant to an EERB-conducted secret ballot election, which describes this unit as set forth below:

> All full-time and regular part-time certificated employees of the District, EXCLUDING management, confidential, supervisory employees, substitutes, short-term employees who work hourly or daily as needed for periods less than one (1) semester, and part-time employees who work no more than twenty percent (20%) of the regular day or year.

Section 2 – Board of Education
The Association recognizes the Board of Education as the duly elected trustees of the District and agrees to negotiate exclusively with the representatives selected by the Board of Education.

ARTICLE II – NOTICE

Section 1 – Mail Address
Whenever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, the same shall be deemed to have been duly given, served or delivered either upon personal delivery or by mailing the same by United States registered or certified mail, return receipt requested, to the Party entitled at the address set forth below.

A. DISTRICT: ASSISTANT SUPERINTENDENT, DEPT OF PERSONNEL
RIVERSIDE UNIFIED SCHOOL DISTRICT
3380 Fourteenth Street
Riverside, CA 92501

B. ASSOCIATION: PRESIDENT
RIVERSIDE CITY TEACHERS ASSOCIATION CTA/NEA
3556 Central Avenue
Riverside, CA 92506

Section 2 – Change of Address
Either party may change the address to which notice shall be given by a notice sent in accordance with the provisions of this Article.

ARTICLE III – DISTRICT RIGHTS

Section 1 – District Powers, Rights and Authority

Except as limited by the terms of this Agreement, the District retains all of its powers and authority to direct, manage and control to the extent allowed by the law. Included in, but not limited to, those duties and powers are the right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine District curriculum; design, build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work when present employees are not available to perform such work; and take any action on any matter in the event of an emergency as provided in Section 3. In addition, the District retains the right to hire, classify, assign, evaluate, promote, demote, terminate and discipline employees. This recital in no way limits other District powers as granted by law.

Section 2 – Limitation

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices, and the use of judgment and discretion, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

Section 3 – Emergencies

The District retains its right to suspend this Agreement in cases of emergency for the reasonable period of time required by the emergency. Emergencies shall include, but not be limited to, national, state or county declared emergencies and natural disasters. Emergencies shall not be declared capriciously, arbitrarily or in retaliation for the exercise of employee rights.

ARTICLE IV – ASSOCIATION RIGHTS

Section 1 – Facilities
The Association shall have the right to use District facilities at reasonable times, provided that requests for use of facilities other than classrooms be submitted on the regular District form provided for such use.

Section 2 – Communication

A. The Association shall have exclusive use of bulletin boards, approximately four (4) feet by four (4) feet, in locations convenient to all employees.

B. To the extent permitted by law, the Association shall have the right to use the District's mail service and employee mailboxes for the dissemination of information concerning Association business, provided that, given any general distribution, a courtesy copy to the Assistant Superintendent, Dept. of Personnel, will be included with such distribution. All postings for bulletin boards or items for school mailboxes must contain the identification of the Association, and, if appropriate, the date of removal.

C. If permitted by law, the Association office shall be included as a stop on the regular District mail delivery service. The Association shall pay the District $300 annually for this service.

Section 3 – Right of Access
Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times.

Section 4 – Release Time

A. President – The Association President shall be released from his/her regular duties to the District for the full term of this Agreement.

B. The Association President shall be contracted for a two hundred and ten (210) day work year over a twelve (12) month period. By July 1 of each school year, the President shall provide to the Superintendent or his/her designee a tentative work calendar for that school year. The President shall, within ten (10) days of the end of each month during the year, submit a calendar showing the days worked during that month.

C. The President shall be paid in the usual manner as if he/she were a regular employee of the District and shall suffer no reduction in salary, step, fringe or other benefits. If the President is absent from his/her regular duties for no more than four (4) years, the President shall also be guaranteed the right to return to the site and position occupied before taking office if said position would have still been available in the normal course of events.

D. The Association President shall be compensated at his/her daily rate of pay for all additional days worked beyond the regular work year of one hundred eighty-five (185) days. The Association President will receive full State Teachers' Retirement System

(STRS) service credit for all contracted work days to the extent permitted by law and the STRS.

E. The Association shall reimburse the District at the basic daily substitute rate of pay for the release of the Association President for the regular work year of one hundred eighty-five (185) days. The Association shall fully reimburse the District for all salary, retirement and payroll related cost for the release of the Association President for all contracted work days beyond the regular work year. The method of payment for these costs shall be semi-annually.

Section 5 – Association Leave
The District shall provide, upon two (2) days advance notification, up to seventy-five (75) days total release time for its representatives per year. When such Association Leave requires hiring a substitute, the Association shall pay the cost of such substitute.

Section 6 – Reasonable Time
For the purpose of this Article "reasonable time" shall be defined to mean no interfering with or interrupting the instructional program.

Section 7 – Bargaining Unit Information
The District shall provide the Association, on or before November 1 of each year, a list of employees, their home addresses, designated work sites and salary classifications. The District also shall provide the Association, within a week following each meeting of the Board of Education, a copy of the routine personnel actions that affect employees covered by this Agreement.

Section 8 – Association Meeting Days
Association Site Representatives and Executive Board of Directors' members shall be excused to leave their sites no later than 3:30 to attend regularly scheduled Association meetings. Meeting dates shall be established by July 1, shall not exceed two (2) per month for twelve (12) months, and shall be furnished to the District. The Association shall also provide to the District a current listing of persons eligible to attend these meetings. On the listed dates, the District will excuse all Association representatives and employees scheduled to attend the above meetings.

ARTICLE V – ASSOCIATION CONSULTATION

Section 1 – Consultation
The District acknowledges the right of the Association to consult at the District level on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent that such matters are within the discretion of the District under the law. Following an Association-issued demand to consult, the parties will agree, within ten (10) days, on a date for the meeting, to consult on issues arising out of new legislation regulations or District-initiated changes.

Section 2 – Uniform Complaint Procedure
Should either of the parties to the Agreement desire to change the Uniform Complaint Procedure, it is agreed and understood that consultation between the parties shall occur before any changes are made.

ARTICLE VI – ASSOCIATION SECURITY

Section 1 – Requirements
The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly membership dues as voluntarily authorized in writing by the employee on the appropriate District form subject to the following conditions:

A. Such deduction shall be made only upon submission of the District form to the designated representative of the District duly completed and executed by the employee.

B. The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period following the pay period in which the request for dues deduction was made.

Section 2 – Remitting Dues
With respect to all sums deducted by the District pursuant to Sections 1 for membership dues, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made.

Section 3 – Information
The Association shall furnish any information needed by the District to fulfill the provisions of this Article.

Section 4 – Indemnification
The Association agrees to hold harmless and indemnify the District from liability arising out of any monies paid by the District to the Association pursuant to this Article, amended or any prior version of this Article as follows:

The Association agrees to pay to the District all reasonable legal fees and costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality and/or constitutionality of the provisions of this Agreement or their implementation, and to pay any final judgement or settlement arising from such action.

The Association shall have the right to determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. However, under no circumstances, including any deductions of agency fees by the District on or after June 27, 2018, shall the District be required to assume primary responsibility for defending against any such action.

Within ten (10) days of proper service of a claim, demand, suit or other legal action against any protected party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon request, the District shall provide

the Association's legal counsel with documents and information reasonably related to providing defense.

ARTICLE VII – NON-DISCRIMINATION

Section 1 – Non-discrimination
The District shall not discriminate against any employee on the basis of actual or perceived ancestry, age, color, disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, age, sex, sexual orientation, parental or marital status, pregnancy, or association with a person or a group with one or more of these actual or perceived characteristics.

Section 2 – Remedy
Violations of this Article shall not be subject to the grievance procedures of this Agreement except where no other legal remedy exists.

ARTICLE VIII – WAGES

Section 1 – Salary Schedules
The salary schedules for employees are found in Appendix A of the Agreement and include the following:

1	Teacher Salary Schedule
2	Teacher Salary Schedule (reflected as per diem rates)
3	Extended Day Salary Schedule
4A	Psychologist Salary Schedule (193 Days)
4B	Psychologist Salary Schedule (208 Days)
5	Speech and Language Pathologist Salary Schedule
6A	Nurse Salary Schedule (185 Days)
6B	Nurse Salary Schedule (190 Days)
6C	Nurse Salary Schedule (200 Days)
7	Counselor Salary Schedule
8	Staff Development Specialist Salary Schedule
9	Miscellaneous Salary Provisions Salary Schedule
10	Coaching Stipends Salary Schedule
11	Extra Duty Annual Stipends Salary Schedule
12	Secondary Summer School Salary Schedule
13A	Adult & Alternative Educational Services Salary Schedule (Probationary and Permanent Teachers)
13B	Adult & Alternative Educational Services Salary Schedule (Substitutes and Temporary Teachers)
14	Preschool Instructor Salary Schedule

Section 2 – Salary Placement Policies for Teacher Salary Schedule
The Teacher Salary Schedule is used for teachers and librarians.

CLASSIFICATION A:

a) Employees who hold a Bachelor's Degree, appropriate credentials, and who have earned less than forty-five (45) semester hours or approved credit since completion of the work for that degree.

CLASSIFICATION B:

a) Employees who hold a Master's Degree and appropriate credentials.

b) Employees who hold a Bachelor's Degree, appropriate credentials, and have earned forty-five to fifty-nine (45-59) approved semester units since completion of work for that degree. Course work must bear a grade of "C" or better to be considered.

CLASSIFICATION C:

a) Employees who hold a Master's Degree from a college or university, appropriate credentials, and have earned fifteen (15) approved semester units since completion of that degree. Course work must bear a grade of "C" or better to be considered.

b) Employees who have earned at least sixty (60) semester units since completion of a Bachelor's Degree. Course work must bear a grade of "C" or better to be considered.

CLASSIFICATION D:

a) Employees who hold a Master's Degree from a college or university or have been granted the District Master's Equivalency, appropriate credentials, and who have earned thirty (30) or more approved semester units since the completion of that degree. Course work must bear a grade of "C" or better to be considered.

b) Employees who have earned seventy-five (75) approved semester units since completion of the Bachelor's Degree and also hold a Master's Degree from a college or university, or have been granted the District Master's Equivalency and have earned seventy-five (75) approved semester units since completion of the Bachelor's Degree.

DOCTORATE

An additional $750 will be added to the annual contract rate for those employees who hold earned doctorate degrees (Ph.D., Ed.D.) from a college or university accredited by the Western Association of Schools and Colleges or an equivalent accrediting association.

SALARY COMPUTATION

The District adopts the school calendar that determines the number of days an employee is required to be in attendance. Computation of the daily rate, in accordance with Education Code §45041, will be the basis for payroll deductions or for a work period less than the normal full year.

PLACEMENT ON SCHEDULE

At the date of hire, each employee is required to submit to the Department of Personnel Office a complete set of transcripts to support placement on the salary schedule. Such placement will not be effective until these transcripts have been accepted and approved. Paychecks will be subject to withholding by the District if transcripts are not received within thirty (30 days) of employment.

Employees hired for the full second semester shall receive a contract for not less than 50% of their annual rate of pay as determined by proper step and column placement. Employees hired at any time during the school year other than the semester break will have their salary computed on a work day basis.

CREDIT FOR PREVIOUS TEACHING EXPERIENCE

Initial Step Placement for Teachers: New employees who have been employed in positions requiring certification in other school districts prior to employment in Riverside Unified are entitled to one (1) step on the salary schedule for every full year of such outside experience. The maximum allowance is fourteen (14) steps of such prior experience. Employees whose initial work year commences on or after July 1, 1986, and hold an appropriate California credential shall be given full credit for previous experience. A full year of credit will be given for a partial year of employment if it involves a full semester or more. Two (2) part time years would not count for more than one (1) year of credit.

Initial Step Placement for Nurses: Effective July 1, 2002, School Nurses shall be granted up to nine (9) years salary schedule credit as follows: One (1) year of credit for at least 75% of a full year of previous full-time experience within the last nine (9) years as a School Nurse, a public health nurse or as a licensed Registered Nurse in a hospital/clinic. In no case, however, will previous experience be credited unless the School Nurse held a bachelor's degree in nursing, and if said experience was rendered in a setting comparable to a school district as determined by the District.

Initial Step Placement for Speech Language Pathologists: Effective July 1, 2002, Speech Language Pathologists shall be granted up to nine (9) years salary schedule credit as follows: One (1) year of credit for at least 75% of a full year of previous full time experience within the last nine (9) years as a Speech Language Pathologist in a public school district, or as a licensed Speech Therapist/Pathologist in a hospital/clinic. In no case, however, will previous experience be credited unless the Speech Language Pathologist held a Bachelor's degree or higher in Speech, and if said experience was rendered in a setting comparable to a school district as determined by the District.

Service is recognized if it is determined by the District to be equivalent to public school service experience in private schools or parochial schools, which are accredited by the Western Association of Schools and Colleges or Ameri Corps or Peace Corps.

Only as stated subsequently will credit be given for military service:

1. Teaching experience done while in the service may be counted if it is considered by the District to be equivalent to full time public school teaching.

2. When an employee of the District is called into the military service, he/shell shall be guaranteed a position upon returning, and the District shall recognize the years in the military service as additional year of teaching experience.

RE-EMPLOYMENT OF PERMANENT EMPLOYEES

When any employee, who at the time of termination was classified as permanent, is re-employed after an absence of more than thirty-nine (39) months, the governing board shall classify such employee as probationary with only the rights and privileges to which this classification is entitled. Maximum salary placement for such employees will be the same as that for new employees.
When any employee, who at the time of termination was classified as permanent, is re-employed within thirty-nine (39) months, the governing board shall classify such employee as permanent

with all the rights, benefits and responsibilities of a permanent employee. Salary placement will be one (1) step beyond that which such employee had at time of termination if beyond the maximum step allowable for new employees and within the current salary schedule.

PROCEDURES FOR SALARY RECLASSIFICATION

Employees planning to meet the requirements for a higher classification on the salary schedule effective with their August payroll should submit the form, "Request for Reclassification," to the Department of Personnel Office not later than June 30. Transcripts or verification of courses in progress, must be submitted to the Department of Personnel Office by August 30. Reclassification on the basis of courses in progress will be granted with the understanding that if transcripts of completed work are not furnished by October 15, the employee will revert to the appropriate classification and an adjustment will be made in the employee's salary.

A second opportunity for higher classification shall be instituted. Ten-month employees planning to meet the requirements for a higher classification on the salary schedule effective with their February payroll should submit the form " Request for Reclassification," to the Department of Personnel Office not later than November 30. Transcripts or verification of courses in progress must be submitted to the Department of Personnel Office by January 30. Reclassification on the basis of courses in progress will be granted with the understanding that if transcripts of completed work are not furnished by March 15, the employee will revert to the appropriate classification and an adjustment will be made in the employee's salary.

Employees may only advance one salary column per school year.

All course work must be approved by the District before it can be counted toward salary reclassification. The criteria for such approval be that the course completed must be taken at a college accredited by the Western Association of Schools and Colleges or an equivalent accrediting association; that the grade earned by the employee is no lower than "C"; and that the course content is such that the course is part of the employee's progress toward an advanced degree or acceptable as part of the employee's progress toward a specified California credential, or toward the employee's improvement of teaching methods, or evidences further study by the employee of a subject commonly taught in District.

New employees must submit a complete set of transcripts to the Department of Personnel Office within thirty (30) days of employment. Any work taken beyond the Bachelor's Degree at time of employment must receive the approval of the District in order to meet the requirements for initial placement and consideration for future salary reclassifications. This set of transcripts must remain in the employee's file.

INCREMENT

An employee completing service of a minimum of a semester under contract shall receive a step increment on the salary schedule if re-employed the following year.

Section 3 – Anniversary Increment
A. Definition

The Anniversary Increment is recognition of employees who, in positions requiring certification, have given satisfactory service to the District and community for many years. Service is interpreted as regular contract employment in a position requiring certification of not less than 60% of full-time; summer service is not applicable. District-granted medical or military leave shall be counted in the years of service.

B. Requirement

Service as an employee in the District in accordance with the definition above.

C. Stipend

1. At the beginning of the school year following the completion of nineteen (19) years of service in the District, an employee's contract shall include a 2.5% stipend.

2. At the beginning of the school year following the completion of twenty-three (23) years of service in the District, an employee's contract shall include a 5% stipend.

3. At the beginning of the school year following the completion of twenty-seven (27) years of service in the District, an employee's contract shall include a 7.5% stipend.

An employee who works 75% of any school year shall be given service credit for one (1) full year.

Section 4 – ROTC Instructors
ROTC instructors are entitled to compensation computed by the military branch of the individual, known as Minimum Instructor Pay (MIP), with a district contribution of half of the most current MIP. The district contribution will reflect any salary increases of the bargaining unit. If the MIP changes, the percentage of the raise will be applied to the new district contribution.

The ROTC Instructors will work 200 days in a 12-month work year. By mutual agreement, the ROTC work days will be scheduled with reasonable notice to and mutual agreement of the site administrator.

Section 5 – Mileage Reimbursement
Employees specifically authorized by the District to use their personal cars in fulfilling a specified work assignment shall be reimbursed at the maximum IRS rate per mile that can be reimbursed without tax liability. Employee travel between home and work sites is exempt from this provision. This reimbursement shall be payment in full for all car operating, maintenance, repair and insurance costs resulting from such use.

Section 6 – Payroll Deductions
In addition to those deductions required by law, the District, without charge, shall provide employees with payroll deductions for:

A. Association dues
B. Insurance plans offered by the District or mutually agreed to by the parties
C. Credit Unions
D. Employee contributions to one or more tax-sheltered annuities
E. Charitable organizations mutually agreed to in writing by the District and the Association

ARTICLE IX – EMPLOYEE BENEFITS

Section 1 – Health and Welfare Benefits Committee (HWBC)

A. The Association and District agree to meet on an as-needed basis, and at least once a quarter, to discuss health benefit plans.

1. Composition: The Health and Welfare Benefits Committee (HWBC) will be comprised of four (4) Association representatives, four (4) CSEA representatives, four (4) Professional Relations representatives, and three (3) non-voting District advisors. Any group may invite outside consultants to the meetings with permission form the Committee.
2. Decision Making: The HWBC will participate in the research and recommend actions to contain costs on an ongoing basis for health and welfare related issues. The HWBC shall be responsible for making recommendations regarding health and welfare insurance carriers, levels of coverage, plan design, setting premium rates, cost containment and other health insurance related issues. Consensus shall be used in all committee deliberations. The HWBC will make decisions about health and welfare issues that have no financial implications. Recommendations from the HWBC that impact the CBA shall be submitted to the bargaining table.

A. The District shall provide the HWBC with complete health benefits data in a timely manner as requested or when received from vendors, which includes, but is not limited to:

1. Utilization (HIPPA compliant format)
2. Claims Experience (HIPPA compliant format)
3. Enrollment
4. Claims Data Reports
5. Financial date related to health premiums
6. Reports and updates from the carriers

Section 2 – District-Paid Insurance Plans

A. The District shall offer the following medical plan options with coverage from January 1, 2020 through December 31, 2020.

1. Kaiser Health Maintenance Organization (HMO) – (Vision with Frames and Lenses)
2. RUSD Health Plan Preferred Provider Option (PPO)
3. RUSD Health Plan Exclusive Provider Option (EPO)

The District contribution toward the medical insurance plan shall be $11,780 per subscriber annually. Such contribution shall be applicable to any District sponsored medical plan that the subscriber chooses. Part-time employees will receive a pro-rated share of the District contribution.

B. The District shall offer dental benefit plan options, including an orthodontia benefit, with coverage from January 1, 2020 through December 31, 2020.

The District will make contributions toward the dental insurance plan for each subscriber annually. Such contribution shall be applicable to any District sponsored dental plan that the subscriber chooses. Part-time employees will receive a pro-rated share of the District contribution.

C. The District shall pay the cost of $12,500 worth of group term life insurance coverage for each benefits-eligible employee.

Section 3 – Other Insurance Plans

Other insurance plans shall be made available for employees to purchase through payroll deduction.

Section 4 – Part-Time Employees

Those employees working less than a full time assignment shall be considered part-time, and the District shall pay for them a proportionate cost of the medical and dental insurance. The proportion of the cost paid by the District shall be the same as the part-time employee's assignment is to that of a full-time assignment. For example, should the aggregate cost of District-paid medical and dental insurance total $2,000 for an employee on a full-time assignment, the District would credit an employee with a half-time assignment with $1,000 and withhold the other $1,000 from the employee's salary by payroll deduction throughout the year, unless the employee chose to waive medical insurance. However, all employees working seventy-five (75%) or more of full-time shall be regarded as full-time employees for the purpose of this provision.

Section 5 – Health and Welfare Insurance Waivers

Except when an employee and spouse are both full-time employees of the District, full-time employees may waive medical insurance by showing proof of coverage through a different source and signing a waiver form. Full-time employees who waive medical insurance coverage shall be provided with a yearly stipend of five hundred dollars ($500) in lieu of medical insurance coverage. Full-time employees who waive dental insurance coverage shall be provided with a yearly stipend of one hundred and fifty dollars ($150) in lieu of dental insurance coverage. Stipends will be applied to earnings. Part-time employees who waive medical or dental insurance shall receive a pro-rated share of the applicable stipend. All employees must either select or waive medical insurance and sign a form on which their choice is indicated.

Section 6 - Employee Spouses

A. When an employee and spouse (including registered domestic partner) are both employees of the District and both are working full-time assignments, the District shall offer each employee a medical plan. The District shall provide both employees the choice of a dental plan.

   If the two employees choose to stay on one (1) medical plan, the two employees shall decide which will carry the plan. The spouse (including registered domestic partner) who chooses not to carry the medical plan shall be provided with a yearly stipend of seven hundred and fifty dollars ($750) in lieu of medical insurance coverage. If either or both employees waive dental insurance coverage, they shall be provided with a yearly stipend of one hundred and fifty dollars ($150) in lieu of dental insurance coverage. Stipends will be applied to earnings.

Section 7 – IRS Section 125 Plan
Employees may choose to cover child or dependent care expenses and/or unreimbursed medical expenses that are eligible for inclusion under the provision of Internal Revenue Code Section 125.

Section 8 – Medical Insurance for Retirees

A. For eligible employees, who retire into the State Teachers' or Public Employee Retirement Systems, the District shall pay for the cost of employee-only coverage of District-funded medical insurance for up to ten years. This payment shall continue until the first of the month in which the retiree reaches sixty-five (65) years of age. Dental insurance may be continued at the retiree's cost.

B. Eligibility
To be eligible for this benefit, the employee must meet the following criteria:

1. Must have worked full-time in the District for fifteen (15) of the last nineteen (19) years.

2. Must be younger than sixty-five (65) years of age at the time of retirement.

C. Requirement

1. To receive this benefit, an eligible employee must complete a District Personnel Office Resignation/Retirement form. The Resignation/Retirement form must state the employee's last date of service. For as long as the insurance carrier allows, the retired employee eligible for District-paid employee-only coverage may purchase dependent coverage at the price this coverage is available to the District. Payment must be made annually, semi-annually or quarterly, and in advance. Any unused portion of a payment shall be refunded to the purchaser. Date and method of payment and other implementing procedures shall be determined by the District.

2. An employee who retires into one of the previously mentioned retirement systems and who is not eligible for District-paid, employee-only coverage may purchase continued health insurance coverage until the first of the month in which the employee attains sixty-five (65) years of age. For as long as the carrier allows, the retired employee may also purchase dependent coverage at the price these coverages are made available to the District. Payment must be made annually, semi-annually or quarterly, and in advance. Any unused portion of such a payment shall be refunded to the purchaser. Date and method of payment and other implementing procedures shall be determined by the District.

3. Retiree with Spouse on Active Status: An employee eligible and applying to retire may postpone eligibility for this benefit if the retiring employee has an active, benefits-eligible spouse also employed by the District who will cover the employee as a plan dependent. The retiring employee may postpone eligibility for retiree

benefits coverage described above until such time as the spouse retires or otherwise loses coverage.

Section 9 – District-Paid Insurance After Exhaustion of Paid Sick Leave

After an employee has exhausted all paid Sick Leave entitlements, including the accrued Sick Leave and the five-month entitlement, and, still too incapacitated to work, that employee is granted a Health Leave, the District will continue to pay for those portions of the employee's insurance program it had been paying for on the last day of the employee's paid sick leave. The District shall continue this payment for up to twelve (12) months or until the employee is granted disability payments by the State Teachers' Retirement System, whichever occurs sooner. The employee may not add coverages ad District expense through the period of District payment following exhaustion of Sick Leave. The District shall not be obligated to sell the employee any insurance coverage after this period. It shall be the employee's responsibility to make timely arrangement for conversion from District coverages.

Section 10 – Death of Employee

Should an employee die while in paid status, the surviving spouse and/or surviving dependents will be offered COBRA continuation coverage for medical and dental insurance in effect at the time of the employee's death. COBRA continuation coverage for dependents may continue for up to thirty-six (36) months. The District shall pay the COBRA medical premiums for the surviving spouse and/or dependent(s) through the benefit year in which the employee's death occurred. The surviving spouse and/or dependent(s) will pay the full COBRA premium for medical coverage elected under COBRA beyond the benefit year in which the employee died. A COBRA election to continue dental coverage is at the sole expense of the spouse and/or other eligible dependents. All COBRA premiums are due on a monthly basis.

ARTICLE X – HOURS OF EMPLOYMENT
PRESCHOOL – TWELFTH GRADE CERTIFICATED EMPLOYEES

Section 1 – Full-time Classroom and Itinerant Teachers, Special Education Teachers, School Librarians, Nurses, Speech Language Pathologist, Psychologists, Teachers on Special Assignment, Staff Developers and Counselors

A. Work Year: The work year shall be developed in consultation between the Association and the District as provided in Article V. The calendars shall be constructed with the following limits:

1. Elementary and High School, Full-time TK-12 Independent Study and Continuation High School: One hundred eighty-one (181) days of instruction.

   Middle School, Opportunity School/COPE and Community Day School: One Hundred eighty (180) days of instruction.

2. Returning Teachers
   (a) Elementary School Teachers: Four (4) work days without students for returning elementary teachers to be used as two (2) non-student attendance days for elementary parent conference days; plus two (2) days prior to the opening of schools.

   (b) Middle School Teachers: Five (5) work days without students for returning middle school teachers to be used as three (3) non-student attendance days, one (1) each at the end of the first quarter, first semester and third quarter, plus two (2) days prior to the opening of schools.

   (c) High School Teachers: Four (4) work days without students for returning high school teachers to be used as two (2) non-student attendance days, one (1) at the end of each semester; plus two (2) days prior to the opening of schools.

3. New Teachers
   (a) Elementary School Teachers: Five (5) work days without students for new elementary teachers to be used as two (2) non-student attendance days for elementary parent conference days plus three (3) days prior to the opening of schools, which includes one (1) day or orientation.

   (b) Middle School Teachers: Six (6) work days without students for new middle school teachers to be used as three (3) non-student attendance days, one (1) each at the end of the first quarter, first semester and third quarter; plus three (3) days prior to the opening of schools, which includes one (1) day of orientation.

   (c) High School Teachers: Five (5) work days without students for new high school teachers to be used as two (2) non-student attendance days, one (1) at the end of each semester; plus three (3) days prior to the opening of schools, which includes one (1) day of orientation.

4. On the two (2) days prior to the opening of school, there shall be a limit of six and three-fourths (6 ¾) hours mandatory meetings. These meetings are not included in the maximum number of regularly scheduled staff meetings.

5. The following days shall be free of meetings:
   (a) The two high school end of semester days.
   (b) The three middle school end of first quarter, first semester and third quarter days.
   (c) Elementary grading days.

In order to provide equity with secondary teachers and allow elementary teachers time and support to prepare for parent conferences, report cards and legal reporting (i.e. cumulative records), the following three (3) minimum days are provided for grading:

   (i) The Friday before parent conferences
   (ii) The Friday before 2nd trimester report cards
   (iii) The Friday before the last full week of school

The Staff Collaboration on the week of the Friday before the last full week of school will be used for report cards and legal reporting. No staff or team meetings will be held on that day.

6. The middle school calendar will enable 7th grade students to begin and end their school year one day earlier than the 8th grade students.

   All Employees shall have an eight (8) hour work day. No employee shall be required to have more contact with 7th grade students on their first day of attendance than the proportional amount of 7th grade student contact time determined by the employee's daily assigned teaching schedule. Similarly, no employee shall be required to have more contact with 8th grade students on the last day of 8th grade attendance than the proportional amount of 8th grade student contact time determined by the employee's daily assigned teaching schedule.

7. Elementary Schools shall have a minimum day of two hundred forty (240) minutes in length on the last day of pupil attendance. As of the last day of school, should at least one hundred twenty (120) annual minutes of attendance hours beyond the State minimum remain, and the day prior to the last day of school is a full day, the Superintendent shall declare the last day of school as one hundred eighty (180) minutes in length.

8. All probationary and those temporary employees, who have been employed fewer than three (3) consecutive years for at least 75 percent of the work year, may be required to attend up to five (5) days in-service training outside their work year. These in-service days shall be related to school or District staff development programs, with compensation at the "Miscellaneous Salary Provision" rate for in-service.

B. Work Week: The regular work week shall be Monday through Friday except for a week that might be changed by national, state or local holidays on the school calendar.

C. Work Day:
   1. <u>High Schools and Continuation High School:</u> Employees shall be at their work site at

the beginning of their eight (8) hour work day. [designated for each school site and stay until the end of their work day.] The length of the instructional day shall be 365 minutes. If program assignments are such that different employee assignments require different daily beginning and ending times, these times will be determined by mutual agreement of the employee and the District.

(a) High schools will increase the number of instructional minutes to establish Staff Collaboration Time. Using the voting procedure in Section 7, annually by April 1, each high school shall choose between the following options by simple majority vote:

1. The high school may increase the number of daily instructional minutes by a minimum of nine (9) minutes or maximum of 12 minutes, for (4) days per week; and on the fifth (5^{th}) day of the week, instructional minutes may be decreased in order to implement Staff Collaboration Time by a late start or early dismissal.

2. The high school may increase the number of daily instructional minutes by a minimum of nine (9) minutes or maximum of 12 minutes, for nine (9) consecutive days; and on the tenth (10^{th}) day, instructional minutes may be decreased in order to implement Staff Collaboration Time by a late start or early dismissal.

Teacher preparation time, as defined in Article X, Section 1F of the Agreement, shall not be altered as a result of the implementation of Staff Collaboration Time.

2. Middle Schools: Employees shall be at their work site at the beginning of their eight (8) hour work day designated for each school site and stay until the end of their work day. The length of the instructional day shall be 350 minutes. If program assignments are such that employee assignments require different daily beginning and ending times, these times will be determined by mutual agreement of the employee and the District.

3. Elementary Schools:
(a) Employees shall be at their work site at the beginning of their eight (8) hour work day designated for each school site and stay until the end of their work day. If program assignments are such that different employee assignments require different daily beginning and ending times, these times will be determined by mutual agreement of the employee and the District.

The scheduling of TK-3 teacher supervision duties shall be assigned equitably among TK-3 teachers at their school site. The District will provide supervision for before school duty in grades TK-6. In the event the site administrator is unable to provide adequate supervision to ensure the safety of children, employees shall perform this duty, and such duty must be equitably assigned at each work site. On such an occasion, the supervising teacher may leave the work site early by the same amount of time he/she

performed the duty, on the first afternoon without a meeting. When assigned morning supervision, an employee may be required to report for that duty thirty (30) minutes before the start of the earliest class if the site administrator deems such early reporting necessary to assure adequate supervision. When assigned supervision at student dismissal time, employees may be required to remain on duty for up to thirty (30) minutes after the dismissal time if the site administrator deems more than twenty (20) minutes of supervision are necessary to provide adequate supervision of students. RSP teachers and SLPs will not have recess or after school duties. Additionally, SDC teachers will not have after school supervision duties.

(b) The length of the instructional day for the traditional year for elementary students shall be as follows:

Grades TK-3	285 minutes
Grades 4-6	300 minutes

(c) Students in grades TK-6 at each school shall have common beginning and ending times. In primary classes, except 3/4 combinations, in addition to a morning recess, there may be an afternoon recess not to exceed fifteen (15) minutes, at the discretion of each teacher. The time the recess may be held shall be designated by the site administrator. Recess supervision shall be done by teachers utilizing this afternoon recess.

(d) On all regular or normal days, except those on which staff, team or district-ordered meetings are scheduled, the final forty-five (45) minutes of the elementary teachers' work day shall be designated as planning time for those with full-time classroom teaching assignments. Planning time is provided to allow teachers an opportunity during the work day to prepare assignments, correct papers, meet with parents and other staff members, meet with students, and no perform related tasks arising from the teaching assignment.

(e) In order to establish a Staff Collaboration Time period, each elementary school shall increase the number of daily instructional minutes contained in Section 1C(b) of this agreement by fifteen (15) minutes, four (4) days a week. On the fifth (5^{th}) day of the week, instructional minutes may be decreased in order to implement a one (1) hour Staff Collaboration Time period.

4. Staff Collaboration Time shall be scheduled during the regular instructional day to address District goals. During Staff Collaboration Time, groups of educators will meet to share expertise and work collaboratively. These teams will use informative inquiry to analyze, act and reflect on practices that maximize student achievement. Examples of collaboration include: use of data to inform instruction, enhancement of content knowledge and pedagogical skills, and sharing effective strategies.

The Leadership Team at each site will develop a reporting form. The form shall be submitted to the administrator after each collaboration period. Staff Collaboration Time shall be designed by teachers. The agendas will be teacher-driven and set by the team. Agendas shall include one or more of the components from the District Standards for the

Teaching Profession and/or Danielson Framework for Teaching. Each teacher will have a primary team based on department or grade level. Teachers will also have the option to work with other teams with mutual agreement of the site administration. This time shall not be used for staff or team meetings, individual teacher planning time or for the early release of teachers.

D. It is recognized by the District and the Association that all employees work additional hours in excess of those required at the work site that may vary according to the responsibility of the individual employee. Employees may be expected to spend additional time on the work site for purposes of staff meetings; team or department meetings; conferences involving students, parents or District personnel; SST, IEP and 504 meetings. The District and special education teacher shall make every effort to schedule and conclude SST, IEP and 504 meetings during the work day. Special Education employees and School Nurses attending IEP meetings shall be paid the curriculum rate of pay for the time that extends beyond one (1) hour after the employees' regular work day, to be paid in increments of one-half (½) hour.

School Staff meetings that require attendance outside the work day shall be limited to no more than fifteen (15) meetings per year, per employee. These meetings shall not exceed seventy-five (75) minutes after the latest regularly scheduled dismissal time of students.

No elementary employee will be required to attend more than fifteen (15) team meetings per year. No team meeting shall extend beyond forty-five (45) minutes after student dismissal time.

No middle school employee will be required to attend more than fifteen (15) department or team meetings per year. No team meeting shall extend forty (40) minutes after student dismissal time.

No high school employee will be required to attend more than fifteen (15) department or team meetings per year. No team meeting shall extend beyond fifty (50) minutes after student dismissal time.

Except under unusual circumstances, team or staff meetings will not be scheduled on the afternoon before the start of a weekend or vacation.

Whenever possible, meetings necessary for conducting WASC, CCR, and PQR shall be scheduled during school release/in-service days or during the regular work day.

Prior to the end of each school year, the site administrator shall meet with his/her staff,or with elected representatives of his/her staff, for the purpose of mutually agreeing on the number and type of committees and special events that will be necessary to carry out the school program in the following year. Other special events or committees may be mutually added during the school year.

The list of agreed upon committees and special events shall be submitted to the school staff, so that employees may select those committees and/or events in which they want to participate.

E. Employees assigned to middle schools or high schools shall be entitled to one (1) duty-free, uninterrupted lunch period per day, which shall be the longer of either the student lunch period at their site or thirty-five (35) minutes. Employees assigned to elementary schools shall have a lunch period of forty-five (45) minutes. At elementary schools when weather conditions prohibit the normal use of the playground, the site administrator may declare a lunch period for staff and students of thirty (30) minutes, or up to twenty-five percent (25%) of the staff may be required to assist with student supervision for that period of time the lunch period exceeds thirty (30) minutes. Such duty must be equitably assigned at each work site. On these days, employees assigned lunch duty or having a shortened lunch period may leave the work site fifteen (15) minutes earlier than the regular departure time the first afternoon without a meeting.

F. Full-time classroom teachers in grades seven (7) through twelve (12) shall be entitled to one (1) scheduled instructional period per day to be used for preparation and planning, and conferences with parents, students, supervisors, and other employees. Normally, teachers may not leave the work site during this period without prior approval of the site administrator. Except by mutual agreement between the employee and the District, full-time teachers in middle and high schools shall have no more than twenty-five (25) teaching periods per week, exclusive of the Sustained Silent Reading (SSR) program. In lieu of SSR, teachers may volunteer to provide enrichment or intervention instruction to meet students' needs during the time period that is designated for SSR with administrative approval.

G. Counselors, pre-school teachers and Librarians shall work an eight (8) hour day inclusive of lunch, which shall be the longer of either the student lunch period at their site or thirty-five (35) minutes.

H. Nurses shall work a seven and one half (7 ½) hour day, inclusive of a duty free lunch as per Education Code.

I. Psychologists, Speech & Language Pathologists, Regular TK-12 Independent Study teachers and Staff Developers shall work an eight (8) hour work day, inclusive of a duty free lunch as per Education Code.

Section 2 – Alternative Educational Programs

A. This section applies to the following programs: part-time TK-12 Independent Study, Adult Education, and other alternative programs where the hours and assignments to the programs are determined based on the level of student enrollment or attendance.

B. Employee Work Hours: The lengths of the work year, work week, and work day, as well as as the number of employees in these alternative educational programs, are dependent upon fluctuations in average daily attendance, categorical funding changes and community needs. The District reserves the right to add to, reduce or eliminate the work hours of an employee in these alternative educational programs, based upon changes in average daily attendance.

C. Necessary Attendance: The District shall determine and notify teachers of the amount of

student attendance necessary for the scheduling, maintenance, and/or cancellation of any teacher's class no later than twenty (20) work days after the beginning of each school year. The amount will remain fixed for the remainder of the year.

D. Averaging Teachers' Classes: To attempt to maintain stability for permanent and probationary Adult & Alternative Educational Services (A.A.C.E.S) teachers, class averaging will be applied by the District to the minimum class attendance amount needed prior to the reduction of any permanent or probationary teacher hours per week that they have been assigned, over a period of fifteen (15) work days.

Section 3 – Extended Work Year and/or Work Day Employees

An employee required by the District to work more days than the regular work year or more hours than the regular work day, except as provided in Section 1(D) above, shall receive additional compensation by being assigned to a different salary schedule (counselors, school nurses and psychologists, for example), or an additional salary schedule (coaches, high school band directors, high school choir directors, high school pep squad and drill team sponsors, for example), or paid at their regular daily rate for each excess day (bilingual, special education teachers, librarians and counselors, for example). For purposes of this Section, regular full-time TK-12 Independent Study teachers shall be compensated on the regular teacher salary schedule for their regular work day as defined in Section 1.

Section 4 – Part-Time Work Year and/or Work Day Employees

An employee working fewer days than the regular work year shall be a part-time employee and shall be remunerated at the same ratio that the employee's total number of work days bear to the total number of work days in the regular work year. For example, a classroom teacher employed for one semester shall receive fifty percent (50%) of the appropriate annual salary listed on the Teacher Salary Schedule. An employee who works fewer hours than the total included in the regular work day shall be a part-time employee and shall be remunerated at the same ratio the employee's regular daily work hours bear to the total included in the regular work day, as determined at the time of hire or upon modification of the employee's contract.

Section 5 – Hours on Special Days for All Employees

A. Employees working in schools that hold Open House Nights and/or Back-to-School Nights may be required to attend and participate in two (2) of these programs annually without additional remuneration.

B. Employees working in secondary schools that regularly schedule student activities outside of regular duty hours, such as athletic events, dances, theater productions and any activity involving parents, may be required to attend and assist with the management of no more than four (4) of these events annually. In combination with (A) above, no employee may be required to attend more than five (5) events. These duties are part of each employee's basic responsibilities and their performance will not result in remuneration.

C. On days that an employee is assigned to an evening activity, the employee may leave the work site at the time of the last regularly scheduled student dismissal.

D. On days that an employee attends an unassigned evening activity at the employee's school of assignment, with prior permission of the site administrator or designee, the employee may leave the work site at the time of the last regularly scheduled student dismissal.

Section 6 – Summer School Work Day
The work day for a classroom teacher during a summer session shall be from fifteen (15) minutes before the beginning time of the first class, to which the teacher is assigned, until ten (10) minutes after the dismissal of the last class, to which the teacher is assigned.

Section 7 – Voting Procedure
When employees at a school site vote pursuant to the provisions of any section of this Article, the vote shall be conducted as follows:

1. The vote shall be conducted by secret ballot.
2. The voting period shall be five (5) working days.
3. The Association site representative(s) and the site administrator (or designee) shall:
    a. Provide all affected employees with a ballot and obtain their signatures for receipt;
    b. Provide those employees not at school with the opportunity to vote, if possible;
    c. Institute a procedure to assure that employees vote only once;
    d. Count the votes;
    e. Fill out and sign a reporting form designed by the Department of Personnel and the Association; and
    f. Forward the completed form to the Department of Personnel and the Association.

Section 8 – Parent Conference – Elementary Schools
Working hours on elementary Parent Conference Days shall extend daily from the first through the last conference as scheduled by the employee, but in no case earlier than 12 noon. If an employee is ill on a regularly scheduled conference day, the District shall provide release time during the following week for the parent conferences that were missed.

Section 9 – General Education Combination Classes – Elementary Schools
In order to fulfill their professional duties, the District shall provide up to three (3) days of release time, one (1) per trimester, to general education combination class teachers. Substitutes will be provided. This release time shall be taken in half or whole day increments. This release time cannot be scheduled to conflict with staff or team meetings. The teacher will plan on-site release time to address combination class responsibilities. The release time will be scheduled with reasonable notice and mutual agreement of the site administrator.

Section 10 – Parent Conference – Secondary Schools

A. Secondary sites that conduct parent conferences may use their banked day or any minutes in excess of the required annual instructional minutes to create a non-student attendance day for meeting with parents. Starting and ending times on a Secondary Parent Conference Day may be modified, with consensus of a majority of the teachers, to provide both day and evening time for parent meetings. The teachers' total work day shall not

exceed eight (8) hours. Such duty shall not substitute for nor be in lieu of one of the supervision duties permitted in Article X, Section 5(B).

B. Secondary sites may choose to conduct parent conferences in conjunction with a modified or minimum student attendance day. The teachers' total work day shall not exceed eight (8) hours including reporting fifteen (15) minutes before the beginning time of the first class and remaining until ten (10) minutes after the dismissal of the last class. If the Parent Conference portion extends beyond the teachers' regular work day ending time, such duty shall substitute for and be in lieu of one of the supervision duties permitted in Article X, Section 5(B).

Section 11 – Counselors

Part-time counselors shall work three (3) extra days per year for each period of counseling; however, a full-time counselor shall work fifteen (15) extra days during the summer except by mutual agreement between the District and the employee. By mutual agreement, counselors may work flexible hours to provide counselor availability before school and in the evening.

Section 12 – Special Education Teachers

In order to fulfill their professional duties with their special education case load, the District shall provide up to five (5) days of release time to elementary special education teachers, and substitutes will be provided. The District shall provide up to six (6) days of release time to middle school and high school special education teachers. Substitutes will be provided. This release time shall be taken in half or whole day increments. This release time cannot be scheduled to conflict with staff, team or department meetings. The teacher will plan on-site release time to address special education case load. The release time will be scheduled with reasonable notice to and mutual agreement of the site administrator.

Each elementary school site will receive additional classified support 20 – 40 hours a year, based on the ratio of special education teachers. The special education teachers at that site can utilize those extra support staff hours for IEPs and special education-related support.

Section 13 – Librarian

A. The librarian may adjust their work hours during the first three (3) days of the first semester and the first two (2) days of the second semester to allow time to train students who are assigned to library science classes.

B. The librarian assigned to a school shall work up to a maximum of five (5) days before the beginning of the regular work year and up to a maximum of five (5) days after the end of the regular work year with compensation paid at the employee's daily rate of pay.

C. In the event that a high school librarian should be assigned responsibility for custody, check out/in, loss/damage charges, and/or inventory or textbooks, the District shall provide sufficient classified staff to assist such employee with these tasks.

Section 14 – Secondary Preparation Period

The District will not assign a secondary teacher more than three (3) different preparation periods per day. In case of a compelling academic need, one (1) additional preparation may be assigned. Any additional preparations cannot be made without the consent of the teacher. This section

does not apply to Alternative Educational Programs under Section 2, Continuation High School, full-time TK-12 Independent study and non-departmentalized Special Education Programs.

ARTICLE XI – HOURS OF EMPLOYMENT
ADULT EDUCATION

Section 1 – Employee Work Hours
The lengths of the work year, work week, and work day, as well as the number of employees in Adult Education, are dependent upon fluctuations in average daily attendance, categorical funding changes and community needs. The District reserves the right to add to, reduce or eliminate the work hours of an employee in Adult Education based upon changes in average daily attendance.

Section 2 – Necessary Attendance
The District shall determine and notify teachers of the amount of student attendance necessary for the scheduling, maintenance and/or cancellation of any teacher's class no later than twenty (20) work days after the beginning of each school year. The amount will remain fixed for the remainder of the year.

Section 3 – Averaging Teachers' Classes
To attempt to maintain stability for permanent and probationary Adult Education teachers, class averaging will be applied by the District to the minimum class attendance amount needed prior to the reduction of any permanent or probationary teacher hours per week, which they have been assigned, over a period of fifteen (15) work days.

Section 4 – On-Site Time
Employees assigned as classroom teachers will be at the work site ten (10) minutes before the beginning of their first class and remain on duty at the work site, except for authorized break periods, until the end of their last class.

Section 5 – Benefits
All credentialed teaching employees in the Adult Education program will be considered full-time for benefits, provided elsewhere in this Agreement, if they are regularly assigned to work at least twenty-three (23) hours per week. They will be considered for pay averaging purposes if they are permanent and regularly assigned to work at least twenty-three (23) hours per week.

Section 6 – Priority in Assignment
Permanent full-time credentialed teaching employees who have permanent status in the Adult Education program will be assigned at the beginning of each school year the number of weekly instructional hours for which they are entitled. The permanent employee will have a prior right to assignment over any temporary or probationary employee in classes for which they are property credentialed.

Section 7 – Status Notice
All credentialed employees shall receive annually a letter from the District indicating the employee's status (i.e., temporary, probationary, permanent).

ARTICLE XII – CLASS SIZE

Section 1 – Compliance With Law
The District will assign pupils to classes in compliance with California state law.

Section 2 – Elementary Schools (TK-6)

A. Each elementary school shall be allocated classroom teaching positions in sufficient number to ensure that the average class size in the elementary school shall be thirty (30). Only regular classes, those other than any special education class, shall be used to calculate this average.

B. Within thirty-five (35) school days after the beginning of the school year, the Department of Personnel shall calculate the actual average class size district-wide in grades TK-6 by dividing the actual active enrollment in all regular District TK-6 classes by the actual number of full-time equivalent teachers assigned to instruct those classes. If the quotient is greater than thirty and one-half (30 ½), the District shall employ sufficient additional qualified teachers to reduce that quotient to thirty and one-half (30 ½).

C. When the average class size at any elementary school exceeds thirty-one (31) for two (2) successive monthly attendance reports, the District shall take action to reduce that average to thirty-one (31) or fewer students.

D. If any class in upper grades (4, 5 or 6) exceeds thirty-four (34) pupils for more than twenty-five (25) school days, written approval must be received from the teacher and a waiver of the class size requirement must be obtained from the Association.

E. Transitional Kindergarten/Kindergarten classes shall be established using a student-to-teacher staffing ratio ("divisor") of twenty-four (24) students to one (1) teacher (24:1). The maximum class size for any regular education classroom with transitional kindergarten/kindergarten students shall be twenty-seven (27) students, except as provided below.

1. If the maximum class size of twenty-seven (27) students creates a situation at any school, where to accommodate all kindergarten students, a combination class of kindergarten and first grade students would be created, such combination class may be avoided by exceeding the maximum class size of twenty-seven (27).

2. The decision to exceed the maximum class size of twenty-seven (27) students shall be made collaboratively between the site administrator, specific teacher and the Association President or Association President's designee. Written approval must be received from the teacher and a waiver of the class size requirement must be obtained from the Association to document the collaborative decision.

F. Instructional Aide Time

Each regular education transitional kindergarten/kindergarten teacher (excludes special education teachers) will be assigned aide time in direct support of that teacher's program as follows:

1. One (1) hour per week of aide time (not a specific aide).

G. Beginning in the 2014-15 school year and continuing, primary grade (grades 1, 2 and 3) classes shall be established using a student-to-teacher ratio consistent with the adopted state budget applicable for the specific school year (targeted staffing ratio for the Grade Span Adjustment (GSA). The goal is to reach 24:1 by 2020-21 unless the GSA funding changes. The maximum annual staffing ratio for each school site for regular education classrooms shall be the targeted annual staffing ratio for each school site plus a tolerance factor of one (1) point. For example, if the targeted annual staffing ratio is 25.5, then the maximum annual staffing ratio shall be 26.5. The tolerance factor is designed to protect the District from financial penalties for deviations from the targeted annual staffing ratio as provided for in Education Code, Section 42238.02.

Section 3 – Middle Schools (7-8)

A. Class Size Maximums
   1. Academic Classes: 35 students
   2. Physical Education: 52 students
   3. Business, Industrial Arts, Computer and Vocational Classes: Not to exceed the number of operable work stations
   4. Instrumental and Vocal Music Classes: No Maximum
   5. Visual & Performing Art Classes: 35 students

B. At the end of the twenty-fifth (25) day of the first semester, if the maximum class size at a middle school work site is exceeded, the District will make adjustments, in order to meet the requirements of Section A.

C. At the end of the fifteenth (15) day of the second semester, if the maximum class size at a middle school work site is exceeded, the District will make adjustments to meet the requirements of Section A.

D. At the end of the twenty-fifth (25) day of the first semester or the fifteenth (15) day of the second semester, no class shall exceed the maximums in Section A without the written approval of the teacher and a waiver of the class size requirement by the Association.

E. Any time the total enrollment in the set of five (5) classes taught by one (1) teacher exceeds one hundred seventy-five (175), the District, upon written request by that teacher, shall act to reduce the size of one (1) or more of the classes until the total enrollment in the five (5) classes is one hundred seventy-five (175) or fewer students. This provision shall not apply to assignments in music or physical education.

Section 4 – High Schools (9-12)

A. Class Size Maximums
   1. Academic Classes: 36 students
   2. Business, Industrial Arts, Computer and Vocational Classes: Not to exceed the number of operable work stations
   3. Instrumental and Vocal Music Classes: No maximum
   4. Visual & Performing Art Classes: 36 students
   5. Non-sport Physical Education: 52 students

B. At the end of the twenty-fifth (25) day of the first semester, if the maximum class size at a high school is exceeded, the District will make adjustments, in order to meet the requirements of Section A.

C. At the end of the fifteenth (15) day of the second semester, if the maximum class size at a high school work site is exceeded, the District will make adjustments, in order to meet the requirements of Section A.

D. At the end of the twenty-fifth (25) day of the first semester or fifteenth (15) day of the second semester, no class shall exceed the maximums of Section A without the written approval of the teacher and a waiver of the class size requirement by the Association.

E. Any time the total enrollment in the set of five (5) classes taught by one (1) teacher exceeds one hundred seventy-five (175), the District, upon written request by that teacher, shall act to reduce the size of one (1) or more of the classes until the total enrollment in the five (5) classes is one hundred seventy-five (175) or fewer students.

This provision shall not apply to assignments in music, physical education and ROTC.

Section 5 – Special Education

A. The District will examine individual caseloads to determine what additional staff support or other assistance is needed should site averages exceed these maximums:
   1. Elementary Special Day Class: 13
   2. Middle School Special Day Class and High School Moderate to Severe Class: 15
   3. Elementary and Middle School Resource Specialist: 28 (32 with waiver)
   4. High School RSP and Mild to Moderate Special Day Classes: 25
   5. Designated Instructional Services: 60
   6. Preschool Speech Language Pathologist: 40

B. The District will provide monthly special education enrollment reports for class size and caseloads to the Association.

C. Should individual class size significantly exceed site class averages, the District and Association will determine whether support or other assistance is needed.

D. Instructional Aide Time
   Each special education teacher will be assigned aide time in direct support of that teacher's program as follows:

1. Teachers of moderate to severe students will have six (6) hours per day of aide time (not a specific aide).
2. Other special education teachers will have five (5) hours per day of aide time (not a specific aide).
3. Special education pre-school teachers and part-time special education teachers shall be allocated aide time equal to the number of the teacher's student contact hours (not a specific aide).
4. Circumstances that might necessitate modification to the aide hours set forth herein are:
    (a) Changes in state special education allocations or changes in the rules for allocating aide time.
    (b) Should a situation occur where the case load of a mild to moderate teacher falls below eight (8) students, the District shall provide no less than four (4) hours of aide time per day (not a specific aide) until such case load reaches eight (8) students.

E. Moderate to severe special education preschool classes shall have a ratio of no more than five (5) children per instructional adult.

F. Should the ratio of children to instructional adults in preschool special education mild to moderate classes exceed 5:1, the District and Association will determine whether support or other assistance is needed.

G. If self-contained Special Day Class students are mainstreamed, principals shall make reasonably good faith efforts to assign them equitably among the appropriate classes.

Section 6 – Counselor Staffing

A. The formula for staffing of counselors at comprehensive high schools shall be a ratio of 675:1 based on student population, plus one (1) additional counselor per high school.
B. The formula for staffing of counselors at comprehensive middle schools shall be a ratio of 675:1 based on student population, plus an additional .5 counselor per middle school.
C. In calculating the ratio, the student population shall be divided by 675. The result shall be rounded to the nearest whole number.
D. The calculation of the student population shall be based on the final projected enrollment of students by school for the upcoming school year.
E. The resultant number of counselors shall remain the same for the entire school year.

ARTICLE XIII – EMPLOYEE EVALUATION PROCEDURES

Section 1 – Employee Evaluation

A. Every non-permanent and Preschool/Headstart Program Teacher shall be evaluated by the employee's evaluator in writing at least once each school year no later than sixty (60) calendar days prior to the end of the employee's instructional year. Such employee shall have his/her first formal classroom observation prior to sixty (60) instructional days from the first day of the school year.

B. Every permanent employee shall be evaluated by such employee's evaluator in writing at least every other year no later than thirty (30) calendar days prior to the end of the employee's instructional year. Permanent employees remaining in the same general assignment and receiving a meets or exceeds standards on the performance evaluation for one (1) year shall not normally be evaluated in the succeeding year. Such an employee may be scheduled for evaluation based upon justifiable reason(s) communicated to the employee in writing.

C. By mutual agreement between the employee and the evaluator, the employee may be evaluated once every five (5) years if the employee meets all of the following criteria:
   1. The employee must have obtained permanent status as a certificated employee in the District;
   2. The employee must have been employed as a certificated employee in the District for at least ten (10) years;
   3. The employee's most recent evaluation has been rated meets or exceeds standards of performance;

   The evaluator or the employee may withdraw consent of this agreement prior to the date designated for the identification of the primary evaluator of the employee. Withdrawal of consent in accordance with this Article is not subject to the grievance process.

D. At any time an evaluator believes the employee's performance does not meet standards of performance, the evaluator shall notify the employee in writing, describe the nature of the performance, make specific recommendations for improvement, provide for classroom observation, if applicable, and allow sufficient time for improvement. The evaluator shall meet with the employee if such request is made.

E. An employee will have only one (1) primary evaluator, who shall be designated by twenty (20) instructional days from the first day of the school year.

F. Employees shall not participate in the Employee Evaluation of other certificated employees.

G. The District shall evaluate and assess non-teaching employee competency with respect to any matters as it relates to each of the following;
   1. Adherence to established procedures.
   2. Fulfillment of responsibilities to students, parents and staff.
   3. Demonstrated knowledge and skills of the assignment.

Non-teaching staff are those members without teaching assignments included in their daily schedule, such as counselors, school nurses, psychologists, staff development specialists and teachers on special assignment.

H. The District shall evaluate and assess teaching employee competency as it relates to the District Standards for the Teaching Profession listed below. ~~and~~ In Section 4B Danielson Framework is referenced in alignment with the standards to facilitate guidance and instructional practices.

Standard I - Engaging and supporting all students in learning
Standard II - Creating and maintaining effective environments for student learning
Standard III - Understanding and organizing subject matter or student learning
Standard IV - Planning instruction and designing learning experiences for all students
Standard V - Assessing student learning and progress
Standard VI - Developing and a professional educator

1. The evaluation of first-year temporary and probationary employees shall address all standards and elements and shall provide summative evidence for standards I, II and IV.
2. The evaluation of second-year temporary and probationary employees shall address all standards and elements and shall provide summative evidence for standards I - V.
3. The evaluation of permanent and continuing temporary employees shall address all six (6) standards and elements and shall provide summative evidence as appropriate.
4. The evaluation of employees, pursuant to this Article, may include, as permitted by Education Code 44662, the progress of pupils toward the standards of expected student achievement at each grade level in each area of study and, if applicable, the progress of pupils toward state-adopted content standards as measured by state-adopted criterion-referenced assessments. Such evaluation and assessment shall not include the use of publisher's norms established by standardized tests.
5. Employees who receive a majority of does not meet standards of performance ratings in the elements of a Standard (as numbered below in Section 4B) may be rated as does not meet standards of performance in that Standard. Such rating on a Standard must include a recommendation and assistance statement by the designated evaluator. Employees who receive two (2) or more does not meet standards of performance rating on the Standards may receive an overall does not meet standards of performance evaluation.

I. The District shall evaluate Preschool/Headstart Program Teachers' competency as it relates to program requirements.

J. Classroom visitation shall occur if the employee's classroom performance is to be evaluated.
   1. Formal Observations
      (a) Probationary and temporary employees shall be observed in classroom performance a minimum of two (2) times for at least twenty (20) minutes duration. This observation shall be announced at least three (3) instructional days in advance.
      (b) Permanent employees shall be observed in classroom performance a minimum of one (1) time for at least twenty (20) minutes duration. This observation shall be announced at least three (3) instructional days in advance.
      (c) The employee shall participate in a pre-conference meeting with the evaluator. The pre-conference will include a lesson plan and the content standards to be taught. Notice of pre-conference will be given at least two (2) instructional days in advance

of the meeting. The pre-conference shall be held no more than five (5) instructional days prior to the observation.

(d) If the evaluator finds the classroom performance meets or exceeds standards, the evaluator shall inform the evaluatee of such in the form of an informal memo or conference.

(e) A follow-up conference between the evaluatee and the evaluator shall occur within five (5) work days following a classroom observation if the evaluator has noted deficiencies.

(f) If more than three (3) formal observations are needed, the evaluatee shall receive written notification stating specific concerns and the need for remediation.

2. Informal Classroom Visitations
Nothing herein is intended to preclude an evaluator from making classroom visitations in addition to those described above.

K. Prior to any written evaluation in which the employee's performance does not meet standards of performance, specific recommendations for improvement shall be made to the employee in writing and sufficient time for improvement shall be provided. The employee's evaluator should provide direct assistance to the employee in correcting any noted deficiencies in the performance of the employee. Such assistance could include peer observation and counseling.

Section 2– Criticism of Employees

Under normal circumstances, no employee shall be reprimanded in front of students or in public, and no employee shall criticize an administrator in front of students.

Section 3– Required Areas of Evaluation

Each area in the evaluation process is illustrated by elements. These elements are not intended as all inclusive, nor are they expected to be addressed in all evaluations, but are a point of reference and provide a direction under each of the main headings in Article XIII, Section 1, G & H. Preschool/Headstart Program Teachers will be evaluated in accordance with program requirements.

A. Non-Teaching Staff
   1. Adherence to Established Procedures
      (a) Implements developed services and programs
      (b) Plans for and implements school-wide procedures and Board policy
      (c) Maintains required records accurately and in a timely manner
      (d) Follow appropriate channels on school and district matters
   2. Fulfillment of Responsibilities to Students, Parents and Staff
      (a) Assists other staff with identified student needs
      (b) Completes tasks and carries out responsibilities in a timely manner
      (c) Is accessible to staff, students and parents
      (d) Communicates effectively with parents, students and staff
      (e) Discreet in the use of confidential information
      (f) Works cooperatively with staff

3. Demonstrated Knowledge and Skills of the Assignment
   (a) Maintains current knowledge related to assignment and utilizes in the best interest of students
   (b) Demonstrates knowledge related to assigned responsibilities
   (c) Plans work systematically throughout the year
   (d) Fulfills adjunct duties and responsibilities

B. Teaching Staff

STANDARD I

1. Engaging and Supporting All Students in Learning
1.1 Connecting students' prior knowledge, life experience and interests with learning goals
1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs
1.3 Facilitating learning experiences that promote autonomy, interaction and choice
1.4 Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful
1.5 Promoting self-directed, reflective learning for all students

Danielson Framework's Relationship to Standard 1

1.1 Connecting students' prior knowledge, life experience and interests with learning Goals
- Communicating with students (3A)
- Engaging students in learning (3C)

1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs
- Communicating with students (3A)
- Demonstrating flexibility and responsiveness (3E)

1.3 Facilitating learning experiences that promote autonomy, interaction and choice
- Establishing a culture for learning (2B)
- Communicating with students (3A)

1.4 Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful
- Engaging students in learning (3C)

1.5 Promoting self-directed, reflective learning for all students
- Establishing a culture for learning (2B)
- Using questioning and discussion techniques (3B)
- Engaging students in learning (3C)

STANDARD II

2. Creating and Maintaining Effective Environments for Student Learning
2.1 Creating a physical environment that engages all students
2.2 Establishing a climate that promotes fairness and respect
2.3 Promoting social development and group responsibility
2.4 Establishing and maintaining standards for student behavior
2.5 Planning and implementing classroom procedures and routines that support student learning

2.6 Using instructional time effectively

Danielson Framework's Relationship to Standard 2

2.1 Creating a physical environment that engages all students
- Creating an environment of respect and rapport (2A)

2.2 Establishing a climate that promotes fairness and respect
- Creating an environment of respect and rapport (2A)

2.3 Promoting social development and group responsibility
- Creating an environment of respect and rapport (2A)
- Organizing physical space (2E)

2.4 Establishing and maintaining standards for student behavior
- Establishing a culture for learning (2B)

2.5 Planning and implementing classroom
- Managing student behavior (2D)

2.6 Using Instructional time effectively
- Managing classroom procedures (2C)

STANDARD III

3. Understanding and Organizing Subject Matter for Student Learning

3.1 Demonstrating knowledge of subject matter content and student development

3.2 Organizing curriculum to support student understanding of subject matter

3.3 Interrelating ideas and information within and across subject matter areas

3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter

3.5 Using materials, resources and technologies to make subject matter accessible to students

Danielson Framework's Relationship to Standard 3

3.1 Demonstrating knowledge of subject matter content and student development
- Demonstrating knowledge of content and pedagogy (1A)

3.2 Organizing curriculum to support student understanding of subject matter
- Demonstrating knowledge of students (1B)

3.3 Interrelating ideas and information within and across subject matter areas
- Demonstrating knowledge of content and pedagogy (1A)
- Setting instructional outcomes (1C)
- Designing coherent instruction (1E)

3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter
- Demonstrating knowledge of content and pedagogy (1A)
- Designing coherent instruction (1E)

3.5 Using material, resources and technologies to make subject matter accessible to students
- Demonstrating knowledge of resources (1D)
- Designing coherent instruction (1E)

STANDARD IV

4. Planning Instruction and Designing Learning Experiences For All Students

4.1 Drawing on and valuing students' backgrounds, interests and developmental learning needs

4.2 Establishing and articulating goals for student learning

4.3 Developing and sequencing instructional activities and materials for student learning

4.4 Designing short-term and long-term plans to foster student learning

4.5 Modifying instructional plans to adjust for student needs

Danielson Framework's Relationship to Standard 4

4.1 Drawing on and valuing students' backgrounds, interests and developmental learning needs
- Demonstrating knowledge of students (1B)
- Designing coherent instruction (1E)

4.2 Establishing and articulating goals for student learning
- Demonstrating knowledge of students (1B)
- Setting instructional outcomes (1C)

4.3 Developing and sequencing instructional activities and materials for student learning
- Designing coherent instruction (1E)

4.4 Designing short-term and long-term plans to foster student learning
- Demonstrating knowledge of students (1B)
- Designing coherent instruction (1E)

4.5 Modifying instructional plans to adjust for student needs
- Designing coherent instruction (1E)
- Reflecting on teaching (4A)

STANDARD V

5. Assessing Student Learning and Progress

5.1 Establishing and communicating learning goals for all students

5.2 Collecting and using multiple sources of information to assess student learning

5.3 Involving and guiding all students in assessing their own learning

5.4 Using the results of assessments to guide instruction

5.5 Communicating with students, families and other audiences about student progress

5.6 Demonstrating progress towards the attainment of grade-level academic standards as evidenced by results from multiple performance measures

Danielson Framework's Relationship to Standard 5

5.1 Establishing and communicating learning goals for all students
- Designing student assessments (1F)

5.2 Collecting and using multiple sources of information to assess student learning
- Designing student assessments (1F)
- Reflecting on teaching (4A)
- Maintaining accurate records (4B)

5.3 Involving and guiding all students in assessing their own learning
- Designing student assessments (1F)

5.4 Using the results of assessments to guide instruction
- Designing student assessments (1F)
- Maintaining accurate records (4B)

5.5 Communicating with students, families and other audiences about student progress
- Using assessment in instruction (3D)

5.6 Demonstrating progress towards the attainment of grade-level academic standards as evidenced by results from multiple performance measures

STANDARD VI

6. Developing as a Professional Educator

6.1 Reflecting on teaching practice and planning professional development

6.2 Establishing professional goals and pursuing opportunities to grow professionally

6.3 Working with communities to improve professional practice

6.4 Working with families to improve professional practice

6.5 Working with colleagues to improve professional practice

6.6 Adhering to district and school professional standards

Danielson Framework's Relationship to Standard 6

6.1 Reflecting on teaching practice and planning professional development
- Reflecting on teaching (4A)

6.2 Establishing professional goals and pursuing opportunities to grow professionally

6.3 Working with communities to improve professional practice

6.4 Working with families to improve professional practice
- Communicating with families (4C)

6.5 Working with colleagues to improve professional practice
- Demonstrating knowledge of resources (1D)
- Communicating with families (4C)

6.6 Adhering to district and school professional standards
- Showing professionalism (4F)

ARTICLE XIV – PERSONNEL FILES

Section 1 – Filing Procedures
The District shall not base any adverse action against an employee upon materials originated or received by the District that are not contained in such employee's personnel file. Notwithstanding the foregoing, materials from law enforcement agencies related to offenses that are in violation of Education Code sufficiently serious to cause suspension from duty shall be relevant and admissible in actions initiated by the District against such employee.

Section 2 – Derogatory Material
An employee shall be provided any derogatory material before it is placed in the employee's personnel file. An employee shall also be given an opportunity to prepare a written response to such material. The written response shall be attached to the material.

Section 3 – Inspection
Upon written authorization by the employee, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such employee's personnel file.

Section 4 – Identification
The person or persons who draft and place material in an employee's personnel file shall be identified by name on the material. The date the material was drafted must be indicated.

Section 5 – Log
The District shall keep a log indicating the persons who have requested to examine a personnel file, excluding employees of the Department of Personnel, as well as the dates such requests were made. Such log shall be available for examination by the employee or Association representative, if so authorized by the employee.

Section 6 – Access
The District shall maintain the employee's personnel files at the District's central office. Access to personnel files shall be limited to the District on a need-to-know basis.

Section 7 – Positive Material
When employees are requested by the District to write or produce curriculum materials or holds status as a Support Teacher, those employees may place in their employee's personnel file a self-prepared summary of their work. Upon the employee's request, the site administrator involved in the request that the work be performed, shall approve and initial the employee's self-prepared summary before it is placed in the employee's personnel file.

ARTICLE XV – TRANSFERS

Section 1 – Definition
Transfer shall mean a change of employee assignment that results in a change of the employee's assigned work site without a change in classification. Transfers may be either voluntary or involuntary.

Section 2 – Voluntary Transfers

A. A voluntary transfer is one that is sought by an employee. Qualifications for the position being equal, when a position is being filled by transfer, priority shall be given to the senior employee within the District.

B. The filing of a request for transfer shall not jeopardize the employees' current assignment. A request for transfer may be withdrawn by the employee at any time, unless a commitment for replacement has been made by the District.

C. If a voluntary transfer request is denied, the employee shall be provided with the specific reasons for the denial in writing.

D. If a voluntary transfer occurs during the school year, the District shall provide the employee with up to two (2) work days of release time to move and prepare for the new assignment. This section does not apply to voluntary transfers that take place during the summer break or off-duty days.

E. Voluntary transfers during the school year are not available to probationary, categorical and other temporary employees until they have been employed at least two (2) complete consecutive school years in the District. An eligible employee may be granted a voluntary transfer only once per school year, regardless of whether the transfer is effective at the beginning of or during that school year.

F. Voluntary transfers are not available to an employee whose overall performance level on their most recent evaluation has been marked Does Not Meet Standards of performance. This restriction may be waived upon mutual agreement of the District and the Association.

Section 3 – Involuntary Transfers

A. An involuntary transfer is any transfer not sought by the employee transferred. Such transfers shall not be punitive or disciplinary in nature. They shall be based exclusively on the legitimate, educational-related needs of the District.

B. The District may make involuntary transfers at any time for only the following reasons:
   1. Declining enrollment.
   2. Fluctuations in pupil enrollment. An overstaffed or surplus situation may be deemed to exist when the number of teachers present in a given school, after the beginning of the school year, exceeds the ratios established by Article XII (Class Size).
   3. Requirements of the District's Affirmative Action Program.

4. Performance renewal. An employee may be involuntarily transferred no more than once every three (3) years in order to improve performance, if the deficiencies in performance have been reflected in the most recent official written evaluation of the employee.
5. Certification adjustment. An employee may be transferred if it is determined that the assignment is in violation of credential authorization.
6. The educational needs of the District are limited to the following: the District's Bilingual Program requirements, categorically-funded program requirements, Special Education Program requirements and changes in graduation requirement.

C. In making involuntary transfers, seniority and the wishes of the individual employee will be honored to the extent that these considerations do not conflict with the criteria in Section 3B above.

D. At least five (5) days prior to making an involuntary transfer, the District shall inform the employee in writing of District intent to transfer the employee and the reasons for the intended transfer.

E. 1. The District shall provide an involuntarily transferred employee with up to two (2) work days of release time, at employee request, to move and prepare for the new assignment. This will apply during the work year and to any such transfer where the employee is notified within five (5) days of the commencement of such work year. The District shall transport the employee's materials to the new work site.
2. Upon request, the District shall provide an employee up to one (1) work day of released time when the employee is given a permanent reassignment of room during the school year.

F. Employees to be involuntarily transferred shall have the right to indicate preferences from a list of vacancies, if such vacancies exist. Such employees, if qualified, shall have preference over those employees seeking voluntary transfer, in regard to choice among those positions that are vacant.

G. Prior to making an involuntary transfer, the District shall first ask for qualified volunteer(s). In the event a transfer is effectuated under this provision, Section 3E shall be applicable and these volunteers shall be included under the provisions of Section 3F.

H. If possible, an involuntary transfer of the same individual shall not occur more than once every three (3) years. This provision shall take precedence over Section 3C above.

I. Involuntary transfers are not available to an employee whose overall performance level on their most recent evaluation has been marked Does Not Meet standards of performance. This restrictions may be waived upon mutual agreement of the District and the Association.

Section 4 – Administrative Transfers

Under extraordinary circumstances, after conferring with the employee and the Association, the Superintendent or Superintendent's designee may transfer an employee for reasons other than the criteria in Section 3B above. Such transfers shall be limited to no more than two (2) occurrences in any school year, and shall not be for punitive or disciplinary reasons. The provisions of Sections 3D, 3E, and 3F shall apply when effectuating an administrative transfer.

Section 5– Assignment/Reassignment

A. Assignment means the subject, grade level, classes, and/or duties an employee is designated to perform by his/her immediate supervisor.

B. Reassignment means a change of assignment within a school.

C. Involuntary Reassignment

1. An employee may be involuntarily reassigned when it is deemed necessary by the site Administrator. An involuntary reassignment shall be based upon the following criteria:
   (a) The demonstrated needs and efficient operation of the school and/or program.
   (b) The qualifications, including the experience and recent training of the employee.
   (c) Employee certification and authorization.
   (d) The preferences of the employee.
2. Involuntary reassignments shall not be made for punitive reasons.
3. Involuntary reassignment between primary (TK-3) and intermediate (4-6) grades or interdepartmental reassignments shall be for legitimate reasons only.
4. When a grade level change is made that is more than two (2) grade levels above or below current assignment, the District shall provide that employee with two (2) days of release time to observe in other classes of similar assignment within a mutually agreed upon time or to conduct other preparation activities.

D. Tentative elementary grade level assignments shall be received no later than one month prior to the end of the current school year, Secondary tentative assignments for the next school year shall be received no later than two (2) weeks prior to the first instructional day of the school year.

E. Tentative psychologist assignments shall be received no later than one month prior to the end of the current school year.

Section 6– Posting of Vacancy Notices

Vacancy notices for any positions included in the bargaining unit covered by this Agreement shall be posted on the District website via the Department of Personnel page prior to filling the vacancy.

ARTICLE XVI – LEAVES

Section 1 – Leave Provision
The benefits that are expressly provided by Article XVI are the sole leave benefits that are part of this Agreement.

Section 2 – Definitions

A. "Paid Leave of Absence" means that an employee is entitled to receive wages and fringe benefits except as otherwise noted in this Agreement. Employees who are granted a Paid Leave of Absence for a semester or less will be returned to the assignment held by the employee prior to the commencement of the leave. Employees who are granted a Paid Leave of Absence for more than a semester will be returned to a position of like status and benefits. Employees on paid leave will receive credit for annual salary increments provided during this leave.

B. "Unpaid Leave of Absence" means that an employee shall not receive wages and fringe benefits during the period of leave. However, the District will continue health benefits only, for thirty (30) days beyond the date that the unpaid leave commences. After thirty (30) days, payments for health benefits by the District will cease. Employees who are granted unpaid leaves for more than a semester will be returned to a position of like status and benefits upon completion of procedures indicating the willingness of the employee to return. Employees on unpaid leaves will not receive credit for annual salary increments provided during the leave.

C. Employees who no longer have any sick leave benefits, and have failed to request a leave and are on an unpaid status, shall not receive wages and fringe benefits during their period of unpaid status. However, the District will continue health benefits only for thirty (30) days beyond the date that the unpaid status commences. After thirty (30) days, payments for health benefits by the District will cease. Employees on unpaid status will not receive credit for annual salary increments provided during this period.

D. At least two (2) weeks prior to the end of any unpaid leave of thirty (30) or more calendar days, the employee on leave must submit in writing to the Department of Personnel Office notice of the employee's intent to return to work, or a request for further leave or a letter of resignation.

Section 3 – Sick Leave

A. All employees employed on a ten (10) month basis shall earn ten (10) days of Sick Leave per school year. Employees on eleven (11) month contracts shall earn eleven (11) days of Sick Leave per year; and those employees on a twelve (12) month contract shall earn twelve (12) days of Sick Leave per year.

B. A regular employee serving as a summer school employee for no less than fourteen (14) days shall receive one (1) additional day of Sick Leave per year if employed for a full summer school day or one-half (½) additional day if employed for one-half (½) a summer school day or half of the session. Counselors shall receive one (1) additional Sick Leave day per year if employed not less than fifteen (15) days beyond their regular work year.

C. Summer School: Summer school employees may not use more than one (1) day of Sick Leave during the summer session and will not be eligible for any other leaves in this Article. Unused summer Sick Leave shall be credited to the employee's regular sick leave balance.

D. Sick Leave shall be cumulative.

E. On the first day of every school year, every employee shall receive a Sick Leave allotment credit equal to the employee's Sick Leave entitlement for the school year. An employee may use such credited Sick Leave at any time during the school year.

F. Employees who work less than full-time (day or year) shall earn Sick Leave on a basis proportional to that of a full-time employee in a similar position.

G. Accrued Sick Leave shall be reduced only for time lost wherein the employee would otherwise be required to render service to the District.

H. The District may require a physician's statement when an employee is absent for six (6) or more consecutive days. When such verification is required of a Sick Leave fewer than six (6) days, the District may only require the verification for good cause. In those cases where an employee is aware that he/she will be absent for twenty (20) days or more, the employee shall notify the site administrator of the situation and provide the District with a statement from the employee's physician confirming the disability and prognosis and an estimate of the anticipated term of absence. When that term is indefinite, a subsequent statement may be required by the District. In such cases and prior to the employee's return to his/her assignment, a statement from the physician verifying the employee can return to the employee's assignment, without detriment to health, must be submitted to the site administrator upon return of duty. The site administrator will forward the information to the Department of Personnel Office. At District expense, the District may require a statement from a physician of its choice verifying the employee's ability to perform the tasks entailed in the employee's assignment.

I. An employee who uses Sick Leave, in order to keep an appointment with a physician or dentist, will have the time absent charged to Sick Leave unless the time absent is after the time of the last regularly scheduled student dismissal during a normal school day, or is prior to the beginning of the regular school day or in the last hour of a non-instructional employee's work day. Such leave shall not interfere with regularly scheduled faculty meetings or duty responsibilities, and the employee shall notify the site administrator in advance of such an appointment. The District may only require verification of the employee's attendance at the appointment for good cause.

J. An employee may utilize Sick Leave for disabilities caused or contributed to by pregnancy and recovery.

K. If an employee is quarantined by the County or City Health Department of his/her county or city of residence because of the illness of another person, the absence shall be a paid leave and shall not be charged to Sick Leave. In all other circumstances involving quarantine, the employee shall use Sick Leave. In all cases, the District shall require that the employee provide written verification of quarantine and the dates thereof from the controlling agency. Without such verification, the absence may be unpaid.

L. The District shall provide each employee with a written notification of the employee's total accrued Sick Leave, including the Sick Leave entitlement for the school year. Such statement shall be provided no later than November 1 of each school year.

M. When an employee has used all or a portion of the Sick Leave allowable and subsequently fails to serve the District for the full school year, an appropriate dollar amount shall be deducted from the employee's final salary warrant. The appropriate amount shall equal the employee's daily rate of pay times the number of Sick Leave days used but unearned.

N. Extended Illness Leave

1. During each school year, when an employee has exhausted all available Sick Leave, including all accumulated Sick Leave and continues to be absent from his/her duties on account of illness or accident for an additional period of five (5) school months, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him/her for any of the additional five (5) months in which the absence occurs, shall not exceed the amount paid for a substitute employee, employed to fill his/her position during his/her absence, but in no case shall this amount be less than fifty percent (50%) of the employee's regular salary.

2. For purpose of Section 1 above:
   (a) The Sick Leave, including accumulated Sick Leave, and this five (5) month period shall run consecutively.
   (b) An employee shall not be provided more than one five (5) month period per illness or accident. However, if a school year terminates before the five (5) month period is exhausted, the employee may take the balance of the five (5) month period in the subsequent school year.

3. This Section shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the District.

4. When an employee has exhausted all available Sick Leave, including accumulated Sick Leave, and continues to be absent on account of illness or accident for a period beyond the five (5) month period provided pursuant to Ed. Code 44977, and the employee is not medically able to resume the duties of his/her position, the employee shall, if not placed in another position, be placed on a re-employment list of twenty-four (24) months, if the employee is on probationary status, or for a period of thirty-nine (39) months if the employee is on permanent status. When the employee is medically able, during the twenty-four (24) or thirty-nine (39) month period, the employee shall be returned to employment in a position for which he/she is credentialed and qualified. The twenty-four (24) month or thirty-nine (39) month period shall commence at the expiration of the five (5) month period provided pursuant to Ed. Code 44977.

Section 4 – Industrial Accident Illness

Employees shall be granted paid leave for absences caused by Industrial Accidents or Illness. Employees are covered by Workers' Compensation Insurance for any injury or illness arising out of, and in the course of, their employment.

A. Total allowable Leave shall be sixty (60) days during which the schools are required to be

in session or when the employee would otherwise have been performing work for the District.

B. Leave will begin on the first day of absence after the date of injury.

C. Industrial Accident or Illness Leave must be authorized in writing by a physician.

D. Industrial Accident of Illness leave shall be reduced by one (1) day for each day of authorized absence.

E. An employee shall be deemed to have recovered from an Industrial Accident or Illness and thereby able to return to work with reasonable accommodation at such time as the attending physician verifies there has been a recovery. The District, at its own expense, may request the opinion of another physician.

F. During the first sixty (60) days of Industrial Accident or Illness Leave, the injured employee shall be paid his full salary.

G. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused Leave due such employee for the same illness or injury.

H. When entitlement to Industrial Accident or Illness Leave has been exhausted, all Sick Leave benefits accrued as an employee may commence, in accordance with this Agreement.

I. Following the expiration of the sixty (60) days Industrial Accident or Illness Leave, regular Sick Leave may be used. If the employee receives Workers' Compensation benefits while on Sick Leave, such employee will receive that portion of Sick Leave pay which, when added to the temporary disability benefit, will equal the employee's regular salary.

J. During periods of accident or illness, any employee receiving benefits as a result of this Section shall remain within the State of California. Approval for travel outside the state must be obtained from the District. Failure to obtain such approval may result in a loss of benefits as provided in this Section.

K. An employee report of Industrial Accident or Illness must be on file in the Department of Personnel Office.

L. Modified Work Program

When an employee with an Industrial Accident or Illness is determined by the attending physician to be able to work with restrictions, the following shall occur:

1. A conference will be held to include the employee, the employee's site administrator and a representative of the Risk Management Office to determine if the employee can return to his/her regular job within the restrictions. An Association representative shall be present if requested by the employee.

2. If it is determined by the site administrator and Risk Management that the employee cannot perform his/her regular assignment, consideration will be given to a modified position within the restrictions at the regular work site that the employee could fill on a temporary basis.

3. Should no appropriate assignment be available at the employee's regular work site, a temporary assignment within the restrictions will be identified elsewhere in the District for the employee. The employee shall be entitle to twenty-four (24) hours notice prior to beginning an assignment. A different assignment on the following work day would only require notification prior to the end of the current work day.

4. Refusal of an assignment within the physician's restrictions will stop leave eligibility if the assignment is the same as the employee's regular assignment.

5. The employee shall not be required to work a temporary assignment if it is for less than the employee's regular assignment.

6. The employee shall be paid the same rate of pay as though the employee was working the employee's normal assignment.

7. The Modified Work Program will be written and signed by all parties.

Section 5 – Health Leave

A. An employee shall be granted a leave of absence without pay for reasons of health. Such leave will be for a period no longer than one (1) year. A Statement of Need by a physician is required with the written request. The District may obtain, at District expense, the opinion of a physician chosen by the District. Probationary or permanent status of an employee requesting Health Leave will not be affected if the provisions for request are fulfilled. An employee may be granted, upon request, a shorter period of leave if such is considered by the District to be in its interest, and such leave is consistent with the Statement of Need.

B. The employee shall notify the District of the employee's intended return date at least two (2) weeks in advance of the expiration date of the leave. Failure to provide such notice may be cause for termination.

C. The request to return from a Health Leave shall be accompanied by a statement from the employee's physician indicating that the employee can return to full-time employment without detriment to the employee's health. The District may request, at District expense, the opinion of a physician chosen by the District.

D. An employee on Health Leave for twelve (12) months or more shall be placed on a re-employment list at the expiration of the Health Leave. Such an employee will remain eligible for re-employment for thirty-nine (39) months. At the end of that period, the employee's employment rights shall end. Should the employee be able to return to work during the thirty-nine (39) month period, the employee will be returned to regular status, upon request, at the beginning of the next school year or earlier if a position exists for which the employee is qualified.

Section 6 – Maternity Leave

Absence from the job for disabilities caused or contributed to by pregnancy and recovery are treated the same as any other short-term or long-term temporary disability or illness.

A. Pregnant employees do not need to provide the District with a physician's statement to remain in the job at any time prior to childbirth, unless the employee's performance of duties is affected by her condition.

B. Paid Sick Leave may be used for absence due to pregnancy. Absence preceding childbirth which exceeds six (6) days may require a physician's statement. Absence for six (6) weeks or less following the birth does not require a physician's statement; absence which exceeds six (6) weeks will require a physician's statement for the employee to continue to be eligible for sick leave status. If accrued Sick Leave is exhausted during the period of sick leave eligibility, the employee will receive extended sick leave benefits of not less than half pay.

C. For normal pregnancy, most physicians release employees to return to work no later than six (6) weeks after childbirth. Generally, in the absence of a physician's statement that the employee's condition would prevent her from returning to work, the Department of Personnel Office will assume that six (6) weeks after childbirth the employee is no longer "disabled" and is, therefore, no longer eligible for sick leave benefits. Should the employee wish to remain off work for a longer period of time for such purposes as child rearing, nursing, illness of the child and the like, an application for Parenthood Leave, which is an unpaid leave, should be submitted to the Department of Personnel Office. Such leave is normally granted for not less than a semester or for the remainder of the semester in which it begins. An application for Parenthood Leave prior to childbirth should request that the leave begin "at the expiration of sick leave benefits."

Section 7 – Parenthood Leave

A. At any time during the eight (8) months prior to becoming a parent or within thirty (30) days thereafter, an employee who is not eligible for or does not wish to use Sick Leave for pregnancy may be granted an unpaid leave of absence under this Section. The employee's request shall be made in writing at least ten (10) school days prior to the anticipated starting date of the leave.

B. A leave under this section shall normally be granted for not less than a full semester or for the remainder of the semester in which the request is filed. The District may grant a shorter leave when requested by the employee.

C. If an employee is granted leave under this Section and, after the leave is granted, the employee desires to return to work prior to the end of the leave, the employee may request immediate reinstatement to a position of like status and benefits. The District shall grant such a request when there is a vacancy for which the employee is deemed qualified by the District. At the time the leave would normally have ended, the employee shall be reassigned to the position held at the time the leave was granted, provided that the staffing at the previous school has not been reduced.

Section 8 – Adopting Parents Leave
The District shall comply with the requirements of the State Family Care and Medical Leave (CFRA) and Federal Family Care and Medical Leave Act (FMLA) pursuant to applicable State and Federal laws. The interpretation and implementation of these FMLA provisions shall not diminish any contractual benefits afforded all eligible employees. Additional parental leave may be taken through Section 7 above.

Section 9 – Disability Leave
A. Any employee receiving disability allowance from the State Teachers' Retirement System shall be placed on an unpaid leave status for a period not to exceed thirty-nine (39) months. At the end of the thirty-nine (39) month period, the employee's employment rights will end.

B. If, during the thirty-nine (39) month period, the STRS determines that the disability no longer exists, the employee will be returned to regular status upon request at the beginning of the next school year.

Section 10 – Family Care and Medical Leave
The District shall comply with the requirements of the State Family Care and Medical Leave (CFRA) and Federal Family Care and Medical Leave Act (FMLA) pursuant to applicable State and Federal laws. The interpretation and implementation of these FMLA provisions shall not diminish any contractual benefits afforded all eligible employees.

Section 11 – Bereavement Leave
A. A leave of absence with pay and without deductions from accumulated Sick Leave, not to exceed for (4) days, shall be granted to an employee when any member of the employee's immediate family dies. In the event of the death of an employee's spouse or dependent child, leave shall be five (5) days. Two (2) additional days will be granted to an employee if travel of more than 200 miles one way or out of California is required because of the death of any member of the employee's immediate family.

B. Any additional days requested beyond those provided by the Bereavement Leave policy must be handled through the provisions under the section Personal Necessity Leave.

C. 1."Immediate Family" means those relatives or step-relatives bearing the following relationships to the employee claiming Bereavement Leave or to the employee's spouse or registered domestic partner.

Mother	Son	Brother	Grandparent	Grandchild
Father	Daughter	Sister	Aunt	Uncle
Spouse/Registered Domestic Partner	Niece	Nephew	Step Child	Son-in-law
Mother-in-law	Father-in-law	Brother-in-law	Daughter-in-law	

2. Any person living in the employee's household shall be deemed to be a member of the immediate family.

D. An employee may request approval from the Department of Personnel Office for Bereavement Leave to be used in relation to the death of relatives not designated as immediate family. The decision of the Department of Personnel Office to grant or deny such approval shall be final.

Section 12 – Personal Necessity Leave

A regular full-time employee may elect to use his/her annual accumulated Sick Leave, not to exceed seven (7) days per school year.

A. Personal Necessity shall include any of the following:
   1. The death or illness of a member of the employee's immediate family.
   2. An accident involving the employee's property or the person or property of a member of the employee's immediate family.
   3. Imminent danger to the home of an employee.
   4. An appearance of the employee in court as a litigant or as a witness under an official order.
   5. Recognized days of observance of an employee's personal faith.
   6. Attendance at the memorial service or funeral of a fellow employee when such service is scheduled during a regular work day.
   7. Attending the high school or college graduation, or the middle school promotion of the employee's child, no to exceed one (1) day. Two (2) additional days will be granted to an employee if travel of more than two hundred (200) miles one way or out of California is required.
   8. The birth or adoption of a child.
   9. Other Personal Necessity must be approved by the site administrator and Department of Personnel.

B. Limits and Conditions: The following limits and conditions are placed upon allowing a Personal Necessity Leave and Personal Necessity Leave pay:
   1. The days allowed shall be deducted from and may not exceed the number of full paydays of Sick Leave to which the employee is entitled.
   2. Personal Necessity Leave shall not be granted during a scheduled vacation or a leave of absence.
   3. Payment for such absence shall be made only upon completion of a written report by the employee to the District stating that the absence was due to a situation designated as a personal necessity within the meaning of this section. The District may deny the employee's request if the leave was not a personal necessity within the meaning of this section.

Section 13 - Personal Business Leave

Employees shall be eligible to use up to four (4) days of unrestricted Personal Business Leave per each school year, to be deducted from any available Sick Leave days accrued. Employees

shall be required to give the District reasonable advance notice to use such Personal Business Leave. Such days shall not be used to extend holidays, ~~or~~ scheduled recesses, or on any student release day.

Section 14 – Unpaid Personal Leave

A. The District may grant an unpaid leave of absence of a year or less to a permanent employee requesting such leave for personal reasons if the reasons stated are considered valid by the District. The decision of the District shall be final.

B. Application for an unpaid leave of absence of any length must be made to the Department of Personnel Office. An employee who accepts a position in another district while on unpaid leave may be terminated.

C. An employee granted an Unpaid Personal Leave by the District may purchase any insurance plan he/she has in force the day before the leave begins unless the carrier of the employee's insurance plan prohibits such sale. The period for which such purchase may be made shall be subject to the carriers' limitations.

Section 15 – Jury Duty Leave

When an employee is on jury duty, that employee shall receive his/her regular earnings, provided that the employee reimburse to the District the jury duty fees received by the employee. The employee may retain any mileage reimbursement. The employee will be released from work without loss of pay for the required hours of jury service. When an employee is selected to serve on a jury, which is expected to serve for more than two (2) weeks, the District will make reasonable efforts to secure an appropriate substitute who will serve for such period in an attempt to provide continuity for the class assigned to the teacher on leave. If an employee is serving jury duty and has been released for part of a day, the employee shall report immediately to his/her site administrator and continue service for the remainder of the work day, unless such release is after 1:30 p.m. The District and the Association shall recommend to all District employees that they request that jury duty service be deferred to non-work days.

Section 16 – Court Appearance Leave

A. An employee subpoenaed by the court as a witness in any court action involving the District, or subpoenaed as a witness because of their District duties, shall suffer no loss of compensation for the time they are required by the court to be away from their District assignment.

B. An employee subpoenaed by the court as a witness in a case that is not directly related to the employee's employment in the District shall, upon request, be granted Personal Necessity Leave. When Personal Necessity Leave has been exhausted, the cost of a substitute shall be withheld from the employee's pay for each day the court requires that the employee absent himself/herself from work.

C. An employee who is either a plaintiff or a defendant in a case that does not involve the District shall be granted Personal Necessity Leave to appear in court as required by law. When Personal Necessity Leave has been exhausted, the employee shall be granted unpaid leave to appear in court as required by law.

D. An employee who appear as litigants against the District in any court action will be granted unpaid leave.

E. An employee appearing in court on behalf of and/or at the request of the District shall be granted paid leave for whatever time such appearances in court cause the employee to be absent from work.

Section 17 – Conference Attendance Leave

A. The District shall attempt to provide employees with paid leave for purposes of attendance at conferences related to the improvement of job performance. The amount of such leave shall be determined by the District at its sole discretion.

B. Employees who wish to attend a conference for the purpose of improving performance shall submit a "Request for Conference Attendance" form to their site administrator at least five (5) days prior to the conference date.

C. The site administrator and/or the Assistant Superintendent shall have the authority to approve or deny the request for conference attendance.

D. Consistent with District policies concerning expenses, expenses incurred will be reimbursed by the District. If lesser amounts of expense reimbursement will be allowed, the employee will be so notified prior to the conference.

Section 18 – Military Leave

A. Employees who are members of any reserve corps of the Armed Forces of the United States or of the National Guard, or who are inducted, enlist, or who are otherwise ordered to active military service, shall be granted such leave and Military Leave pay as provided in the military and veteran's code. If they elect to return to the District upon honorable discharge, their placement on the salary schedule will be made with consideration given for the years served during this Military Leave.

B. In all cases when an employee is ordered to duty during the normal school year, a copy of the orders affecting such leave must be provided for the employee's records in the Department of Personnel Office. This must be accomplished prior to the actual beginning date of such leave. Reserve duty is usually for two (2) weeks, and this absence will not cause loss of pay.

C. Employees on an extended leave of absence for military service and who, upon discharge, do not return to District service by the beginning of the semester following the discharge may be terminated.

Section 19 – Study Leave

A. After having acquired permanent status, an employee may, at the discretion of the District, be granted a leave of absence without pay for the purpose of educational improvement and advancement. This leave of absence would be for a full school year. An additional year of

leave may be granted when completion of the courses for advancement requires an extension of time and when it will not cause a hardship to the District.

B. Semester leaves may be granted under this policy if the request is given prior to November 1 for the second semester and June 1 for the first semester, and a suitable replacement can be secured.

C. Employees must provide the District with written notice no less than thirty (30) days before the expiration date of the leave, or before May ~~15~~, whichever is earlier, of their intention to return. Failure to notify the District will be considered as notice that the employee will not return, and the employee will be terminated.

Section 20 – Teacher Exchange Leave
The District shall cooperate with employees who wish to participate in foreign teacher exchange programs.

Section 21 – Leaves of Absence for Employees Elected to the Legislature
A. A permanent employee who is elected to the State Legislature or Congress shall be granted upon request, an unpaid leave of absence for the length of the term or terms in office.

B. Employees on such leave shall notify the District of intended return at least six (6) weeks prior to the expiration date of the leave.

Section 22 – Commission on Professional Competence
The District shall release employees who are chosen to serve on a Commission on Professional Competence in accordance with the Education Code.

Section 23 – Extensions of Leave
The District may grant an extension of Study Leave, Parenthood Leave, Health Leave, and/or Unpaid Leave to an employee. A physician's statement may be required by the District to support a request for extension of Health Leave.

Section 24 – Misuse of Leave
An employee may take a leave of absence only under the provisions specified in this Article. Other leaves, without District approval, will result in loss of pay and disciplinary action. Leaves of absence shall not be used for strikes, walkouts or other concerted actions related to employment dissatisfaction. Employees who accept positions in other school districts while on leave may be terminated.

Section 25 – Catastrophic Leave Bank
A. Intent of Bank
The intent of this bank is to provide additional financial protection to those employees who incur a period of prolonged non-industrial serious illness or hospitalization.

B. Participation/Eligibility

Employees with more than ten (10) days of accumulated Sick Leave and at least one (1) year of service (at least 75% of the school year) in the District may participate in the Catastrophic Leave Bank. Employees who elect to join the Catastrophic Leave Bank may join the bank only during open enrollment periods and must have a waiting period of thirty (30) calendar days after joining the bank before becoming eligible to withdraw from it.

The Catastrophic Leave Bank shall not be available to any employee during a leave absence. Employees returning from a Board approved extended leave of absence shall have thirty (30) calendar days from the first day of employment to sign up for participation in the Catastrophic Leave Bank if the open enrollment period has expired.

C. Donation of Days

An employee may elect to participate in the Catastrophic Leave Bank by donating at least one (1) day (1 day = current daily hours assigned) of his/her accumulated Sick Leave to the Catastrophic Leave Bank. No employee shall contribute more than five (5) days to the Catastrophic Leave Bank in any one (1) open enrollment period. The employee shall make this donation by filing an appropriate form with the Catastrophic Leave Bank Committee during the open enrollment period. This donation shall be irrevocable. A donation to the Catastrophic Leave Bank must be made from the employee's accumulated Sick Leave and shall not be designated to a specific employee for his/her exclusive use.

D. Administration of the Bank

A Catastrophic Leave Bank Committee shall administer the Catastrophic Leave Bank. The Committee shall consist of six (6) members, three (3) appointed by the Superintendent and three (3) appointed by the Association. The Catastrophic Leave Bank Committee shall be responsible for receiving leave requests, verifying the validity of requests, approving or denying requests, communicating its decision to affected employees and the Superintendent, determining when new sick leave assessments of bank members will be made, and soliciting donations of Sick Leave from eligible employees.

E. Additional Donations

Additional donations will be assessed of each participant if the number of hours in the bank fall below 1,500 hours. Such assessments shall be made in writing and approved by the employee to continue current participation in the bank. Employees who are drawing from the bank at the time of the assessment will not be required to contribute in order to remain eligible to receive benefits from the bank.

F. Enrollment Procedures

The District shall establish an open enrollment period each year for employees to participate in the Catastrophic Leave Bank. Such enrollment period shall be July 1 through November 1. Once an employee becomes a participant in the Catastrophic Leave Bank, he/she shall not be required to re-enroll each year, but an employee shall be required to renew their participation in the bank whenever member assessments are required by the Catastrophic Leave Bank Committee.

G. Procedures to Use/Withdraw Sick Leave – Conditions and Restrictions

1. In order to be eligible to withdraw Catastrophic Leave from the bank, the employee must be a participant and have exhausted all of his/her current and accumulated Sick Leave, including any Worker's Compensation benefits.
2. The benefits of this leave must be used prior to being compensated for differential pay where that applies.
3. An employee electing to use the Catastrophic Leave Bank shall complete an appropriate form in order to make a draw on the bank. The employee must submit this form to the Catastrophic Leave Bank Committee for processing. In the request, the employee shall clearly state the details of his/her injury/illness and the number of days of Sick Leave he/she is requesting from the bank. Appropriate written verification of the illness or injury, including, but not limited to, an off-work order signed by the employee's physician must be included with the request. The employee should be prepared to provide additional documentation on the nature and severity of the illness or injury if requested by the Catastrophic Leave Bank Committee, and decisions of that committee shall be final.
4. In the event that the employee is personally unable to apply for Catastrophic Leave, an immediate family member or employee's agent may make the request for the applicant.
5. When the employee may reasonably be presumed to be eligible for disability retirement under STRS, or, if applicable, Social Security, he/she may be required to apply for such retirement. Failure of the employee to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days, will disqualify the employee from further Catastrophic Leave Bank benefits.

H. Allowable Duty Days

The maximum number of duty days allowed to be utilized by one (1) employee for a single injury/illness shall not normally exceed twenty (20) duty days. The number of sick bank days needed by the employee shall be specified in the request. The employee may request up to twenty (20) additional days by filing and additional request for consideration by the Catastrophic Leave Bank Committee. Any days approved by the committee but unused by the employee shall be returned to the Catastrophic Leave Bank. No employee shall receive more than forty (40) days for single injury/illness from the Catastrophic Leave Bank.

I. Method of Payment

When an employee uses a day from the Catastrophic Leave Bank, pay for that day shall be at the same rate the employee would have received had he/she worked that day. No distinction shall be made as to the differing pay rates of the donor or the recipients.

J. Cancellation of Participation

Cancellation of the employee's membership in the Catastrophic Leave Bank occurs automatically whenever he/she fails to make an assessed contribution. The employee shall not be eligible to draw from the bank as of the effective date of cancellation. Sick Leave previously authorized for contribution to the Catastrophic Leave Bank shall not be returned to the employee's account of accumulated Sick Leave.

K. Accounting

By September 20 of each year, the Payroll Office shall provide the Catastrophic Leave Bank Committee with a statement detailing the number of days withdrawn from the Bank during the past year and the number of days available in the bank as of the July 1 of the current year.

L. Termination of Catastrophic Leave Bank

If the Catastrophic Leave Bank is terminated for any reason, the hours remaining in the Bank shall be equally distributed to the current members of the Catastrophic Leave Bank. In the event of a natural disaster or catastrophic event, the Superintendent shall retain the right to suspend the provisions of this Section.

M. Hold Harmless

The Association agrees that it will not file, on its own behalf or on behalf of any employee, any grievance, claim or lawsuit of any kind related to any attempt by an employee to retrieve donated Sick Leave used by another employee pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any employee, any grievance, claim or lawsuit of any kind that attempts to challenge in any way the legality of enforcement of this provision.

The Association agrees to defend, indemnify and hold harmless the District from any loss or damages arising from the implementation of this provision.

In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District may terminate this provision upon written notice to the Association.

ARTICLE XVII – SAFETY CONDITIONS OF EMPLOYMENT

Section 1 – CAL OSHA

The requirements for safe working conditions are established and maintained under the California Occupational Safety and Health Act of 1973 (CAL OSHA). Enforcement and rule-making authority is lodged with the Department of Industrial Relations. The Division of Industrial Safety has jurisdiction for inspection and the enforcement of standards; therefore, any disputes arising relating to CAL OSHA requirements are exempted from the grievance process.

Section 2 – Report of Incident

Should an employee be attacked, assaulted, or menaced by any person in the course of employment the employee shall report the incident to the site administrator who shall promptly report the incident to the police, as applicable, and the Deputy Superintendent. The District shall comply with any reasonable request for information in its possession relating to the incident and the persons involved.

Section 3 – Report of Complaint

A. Any citizen or parent complaint about an employee shall be reported immediately to the employee by the site administrator receiving the complaint, unless the complaint involves an allegation that the employee has committed an unlawful act.

B. There shall be no retaliatory action by an employee against a student whose parent(s) or guardian(s) have made a citizen or parent complaint.

Section 4 – Reimbursement for Personal Property Losses

Equipment

1. The District shall reimburse an employee for lost personal equipment that occurs during the course of the employee's performance of his/her duties and responsibilities to the District. Such reimbursement shall be limited to no more than three hundred dollars ($300) per article.
2. To qualify for reimbursement the following conditions must be met:
   a. The employee must have written approval of a site administrator prior to bringing the equipment to a school site for a specific instructional purpose. The time period for such approval must be specified and may not exceed one (1) semester.
   b. The serial number of the equipment must be on file in the District Business Office.
   c. Electrical equipment must meet Underwriter's Laboratory standards.
   d. Reimbursement shall not be made for repair of damaged equipment.
   e. Loss of equipment must not have been contributed to by the negligence of the employee.
   f. The employee must file a police report for equipment that is alleged to have been stolen.

Personal Property

1. The District shall reimburse an employee for replacement or repair of clothing, eyeglasses, watches, dentures or other dental appliances, and hearing aids on the employee's person that are damaged due to an act of violence while on duty on the school premises or while directly responsible for the supervision of student activities. The District will provide similar reimbursement, except for clothing for accidents. Such reimbursement shall not exceed three hundred dollars ($300) per incident and shall not be made for losses of less than twenty-five dollars ($25). Losses shall not be compensated if due to the employee's negligence. The District shall be reimbursed if recovery is made.

2. An employee shall obtain written permission from the District to take students on a field trip and to transport such students in his/her personal automobile. Written permission shall mean that the trip is a school-sponsored activity.

Section 5 – Unsafe Conditions

Employees shall have the right and obligation to report any alleged unsafe working conditions to the site administrator and request correction. Such a written request must include a description of the alleged unsafe condition, why the employee believes the condition is unsafe, and the requested remedy. The site administrator shall provide a response to the employee within five (5) working days. Should the site administrator fail to respond or if the employee does not agree with the response, the employee may send a written request to the Association and the District Safety Committee. An appropriate investigation shall take place immediately.

Section 6 – Earthquake/Disaster Assignments

A. In the event of an earthquake or other natural disaster, when possible, employees with dependents shall be given priority for release.

B. In making advanced duty assignments, assignments predictably involving personal risk shall be made on the basis of volunteers. If there are no volunteers, the site administrator shall make other appropriate assignments.

ARTICLE XVIII – PROFESSIONAL GROWTH SYSTEM AND INDUCTION (Updates the Article Peer Assistance and Review (PAR) and replaces Article Beginning Teacher Induction Program to be in compliance with California Education Code)

Section 1 – Purpose

The Purpose of the Professional Growth System (PGS) is to provide ongoing professional growth and support to enable RUSD educators to create a highly effective learning community to ensure the highest level of achievement for all students. The PGS includes personalized assistance and support from initial hire, as well as further opportunities for professional development and support at any phase of an individual's career.

Section 2 – Definitions for Purposes of this Section:

Support Teacher (ST): Classroom teachers who have taught in the classroom for the previous three (3) years. They are on full-time release to support Participating Teachers. Being a Support Teacher is a five (5) year commitment with the expectation to serve three (3) years as a ST and two (2) successive years as a classroom teacher.

Lead Support Teacher: A ST who coordinates professional development related to PGS and facilitates collaboration time for STs. They are appointed by the Implementation Team to serve a two (2) year term.

Content Mentor: A current, full-time classroom teacher who provides content-specific support to teachers.

Participating Teacher (PT): Novice teachers, experienced teachers new to the District, and permanent teachers who meet the criteria for recommendation. PTs receive personalized support and assistance from a ST.

Review Panel: Reviews ~~referrals~~ recommendation to PGS and the progress of PTs.

Implementation Team: Monitors and evaluates the Professional Growth System and makes recommendations to the appropriate parties, including the bargaining team.

Teacher Liaison: Maintains two-way communication between the Association and the PGS Division.

Principal Liaison: Maintains two-way communication between site principals and the PGS Division.

Section 3 – Governance/Program Structure

1. Implementation Team
   a. Composition: The Implementation Team is comprised of an equal number of bargaining unit members selected by the RCTA President or designee and district members selected by the Superintendent or designee, to include the Teacher Liaison and Principal Liaison. Invited guests can attend with permission from the Implementation Team.
   b. Decision-Making Process: The Team makes decisions by consensus.
   c. PGS Handbook: The Team ~~U~~updates and publishes the Handbook that contains policies and procedures.

2. Review Panel
   a. Composition: Two (2) Co-chairs – Teacher Liaison and Principal Liaison; and an equal number of classroom teachers and site principals. A confidential support staff employee is designated by the District to keep and record minutes; prepare materials for meetings; and support the Review Panel and the Professional Growth System.

      i. A team comprised of an equal number of bargaining unit members selected by the RCTA President or designee and District members selected by the Superintendent or designee will collaboratively select the Teacher Liaison and Principal Liaison by consensus.
      ii. Both Liaisons are released full-time for their term.
      iii. The Co-chairs have a three (3) year term, and they can serve consecutive terms.
      iv. Teacher members of the Review Panel are appointed by the RCTA President or designee
      v. The principal members are appointed by the Superintendent or designee.
      vi. The members have three (3) year term, and they can serve consecutive terms.

   b. Decision-Making Process: The Review Panel makes decisions by consensus.
   c. Review the final report prepared by the Support Teacher and the observations of the principal and make a report to the Superintendent or designee regarding the PTs progress in PGS.
   d. The recommendations of the panel and the peer review reports by the Support Teachers shall be advisory only, for the benefit of the Participating Teacher and the District. The District makes all decisions and actions regarding the employment status of any employee.

Section 4 –Recommendation Process

1. Criteria for Recommendation:
   a. Referred Teacher – a classroom teacher with permanent status who has received an overall does not meet standard of performance final evaluation.
   b. Volunteer Teacher – a classroom teacher with permanent status who voluntarily seeks to improve his/her teaching performance through the ~~PAR~~ PGS program. A teacher on an Assistance Plan may also volunteer and will be given priority. Those not on an Assistance Plan may choose whether or

not they would like to participate in the Review Panel process. Voluntary participation is based on capacity of the program.

c. Beginning Teacher – a classroom teacher having probationary or temporary status, including pre-intern teachers, intern teachers, teachers with emergency permits, and experienced teachers who are new to the District.

Section 5 – Induction

All Induction Candidates receive their service though the PGS Division. Induction Candidates who do not have a Support Teacher with a matching credential will have additional support with an appropriately credentialed Content Mentor, coordinated by the PGS Division.

Section 6 – Other Provisions

1. Bargaining unit members working in the PGS Division under this Article shall not be considered either management or supervisory employees as defined by Government Code Section 3540.1 (g) and (m).
2. Bargaining unit members working in the PGS Division are entitled to defense and indemnification for activities performed as part of the Induction Program and PGS, as set forth in applicable provisions of the California Government Code.
3. All proceedings and materials related to reports and other personnel matters shall be strictly confidential. Bargaining unit members working in the PGS Division may disclose such information only as necessary to administer this Article.
4. Support Teachers share all their reports with Participating Teachers.
5. Participating Teachers can provide additional information to the Review Panel.

ARTICLE XIX – GRIEVANCE PROCEDURES

Section 1 – Definition
A grievance shall mean a written complaint by an employee that there has been an alleged violation, misinterpretation or misapplication of a provision of this Agreement. The term "grievant" shall include either the employee or the Association, whichever is applicable.

Section 2 – General Provisions

A. Every employee shall have the right to present grievances in accordance with these procedures with or without representation. Nothing contained in this Article shall be construed to prevent any individual employee from discussing a problem with an administrator of this District and having it resolved without filing a grievance as provided in this Article.

B. The failure of the grievant to act within the prescribed time limits stated in this Article will act as a bar to any further appeal. The failure of the District to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits stated herein shall not apply during summer recess.

C. In any instance where the Association is not represented in a grievance, the Association will be notified of the disposition of the grievance.

D. Hearings and conferences under this procedure shall be conducted at a time and place that will afford an opportunity for all persons entitled to be present to attend and will be held, insofar as possible, after the regular hours of instruction or during the non-teaching time of personnel involved. When such hearings and conferences are held at the request of the District during the regular work day, all employees whose presence is required shall be released without loss of pay for those hours they are required to attend such hearing or conference. However, the District will not release without loss of pay more than one (1) representative per grievance.

E. Any investigation or other handling or processing of a grievance by a grievant or the Association shall be conducted so as to result in no interference with or interruption of the instructional program.

F. The term "day" shall mean employee work day.

Section 3 – Levels in the Grievance Procedure

A. Informal Conference: An attempt may be made to resolve the grievance by an informal conference between the employee, if the employee desires to be present, ~~and~~ an Association representative, if the employee desires such representation, and the immediate supervisor.

B. Level One: If any employee has a grievance, the employee or an Association representative shall reduce such matter to writing within ten (10) days after the employee has knowledge or reasonably should have knowledge of the event that caused the grievance and submit it to

the immediate supervisor, who shall meet with the employee and/or an Association representative in an attempt to resolve the matter. Such meeting and a response in writing by the immediate supervisor will be made within then (10) days after submission of the grievance at Level One.

C. Level Two: If the grievance is not resolved at Level One, a written notice of appeal to Level Two shall be served by the Association to the District within ten (10) days following disposition of the grievance at Level One. Such grievance shall be discussed at a meeting that includes an Association representative, the Assistant Superintendent of Personnel or his/her designee, and may include the grievant. The meeting will be held within ten (10) days after submission at Level Two. The District response in writing will be made within ten (10) days of the meeting.

D. Level Three Medication:

1. If the grievance is not resolved at Level Two, and the Association chooses to proceed, the Association will within ten (10) days of the disposition of the grievance at Level Two, propose in writing that the matter be referred to mediation. The Association shall arrange for a conciliator/mediator from the California State Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution service, to be assigned to assist the parties in the resolution of the grievance.
2. The mediator, as soon as possible shall meet with the grievant, the Association and the District for the purposes of resolving the grievance.
3. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall be nonprecedential, unless the parties mutually agree otherwise in writing and shall constitute a settlement of the grievance.
4. In the event that the matter is not resolved and the mediator or one of the parties declares in writing that additional mediation efforts are not warranted; then the Association may, within ten (10) days of the expiration of the time limit, proceed to Level Four by submitting a written notice to the District of its intent to submit the grievance to final binding arbitration, Level Four.

E. Level Four:

1. If the grievance is not satisfactorily settled at Level Three, the Association shall, within ten (10) days after receipt of the District's reply, submit a written notice to the District of its intent to submit the grievance to final and binding arbitration. Within ten (10) work days following receipt of the Association's notice of intent to submit the grievance to arbitration, the Association shall request the California State Mediation & Conciliation Service to provide a list of seven (7) arbitrators from which the parties shall strike alternately until only one (1) name remains, with the first strike determined on a rotational basis. The remaining name shall be the arbitrator.
2. All arbitration hearings shall be held within the boundaries of the District. The arbitrator shall have no authority to add to, subtract from or change any of the terms and conditions of this Agreement. The arbitrator's decision must be based upon the arbitrator's interpretation of meaning or application of the language of the Agreement.
3. All costs for the services of the arbitrator, including but not limited to actual and necessary travel and subsistence expenses, will be borne by the party that does not prevail. All other costs, except for release time required by law, will be borne by the party incurring them.

Section 4 – Waivers

A. Any of the time limits set forth in the Article may be waived by written agreement between the parties.

B. Any of the levels or procedures in this Article may be waived by written agreement between the parties.

Section 5 – Association Grievances

Association grievances may be filed at Level II and must be signed by the Association President or a designee.

Section 6 – Association Staff Representatives

Upon notice to the immediate supervisor, Association staff representatives shall be granted access at such reasonable times and to such proper areas of the District's premises when such visits are necessitated by matters concerning the administration of this Agreement.

Section 7 – Association Representatives

The District agrees that there shall be no discrimination against grievance representatives because of Association activities, and further, no such representative will be reassigned because of Association activities.

ARTICLE XX – CONCERTED ACTIVITIES

Section 1 – Association Obligations

A. There will be no strike, a work stoppage, slow-down or any concerted action or other interference with the operations of the District by the Association or by its officers, agents or members during the term of this Agreement, including compliance with the request of other employee organizations to engage in such activity.

B. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, concerted action or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

Section 2 – Violation

Any employee violating this Article may be subject to discipline up to and including termination by the District.

Section 3 – Breach of Agreement

In the event Section 1 above is violated, this Agreement shall be breached and the District may elect to withdraw any rights, privileges, or services from any employees or the Association.

Section 4 – District Obligations

During the term of this Agreement or any extension, the District agrees that it will not lock out its employees, refuse to submit disputes to grievance or arbitration, or refuse to abide by the final award of an arbitrator unless it seeks judicial review of the arbitrator's award. The same right of refusal shall be retained by the Association should it seek judicial review.

Section 5 – Special Provision

Given the negotiation of issues eligible for re-opening during the period of this Agreement, and given that the Parties have reached no agreement upon these issues on or before the June 30 following the re-opening of negotiations, this Article XX shall be suspended from the following day, July 1, until the Parties reach agreement. It is the intent of the Parties that by suspending said Article, both Parties shall retain the right to take any and all other legal action as such Parties deem appropriate, and the sole impact of the suspension of said Article is that neither party may rely upon the provisions during the period above described.

ARTICLE XXI – MISCELLANEOUS PROVISIONS

Section 1 – Term of Agreement
This Agreement shall remain in full force and effect up to and including June 30, 2019; and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than March 15, nor earlier than February 15, of its request to modify, amend or terminate the Agreement. Each year during the term of the Agreement, the parties will discuss wages and health benefits. Up to two (2) additional articles for each party and other Articles by mutual agreement shall be sunshined between February 15 and March 15. Medical benefit provisions shall be in effect through December 31. At any time, the parties will discuss any specific issue that can be addressed through a Memorandum of Understanding.

Section 2 – Completion of Negotiations
During the term of this Agreement, the Association and the District expressly waive and relinquish the right to meet-and-negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated this Agreement, and even though such subjects or matters were proposed and later withdrawn.

Section 3 – Effect of This Agreement
It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practice and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, District practices and procedures are discretionary. This written Agreement sets forth the full and complete agreement between the Parties concerning the subject matter and supersedes all prior informal agreements. There are no valid or binding representations, inducements, promises or agreements, oral or otherwise between the parties that are not embodies in this Agreement.

Section 4 – Copies of Agreement
Within forty-five (45) calendar days of the execution of the Agreement by both Parties, the District shall distribute the Agreement as follows:

A. Paper copy to each work site that is accessible to staff, each negotiations team member, and each employee upon request
B. Electronic copy in PDF format to all current and new employees
C. Website accessible
D. 100 paper copies, initially, to the Association

ARTICLE XXII – SAVINGS

Should any of the provisions of this Agreement be determined by a court of competent jurisdiction to be contrary to law, the balance of the Agreement shall in all aspects remain in full force and effect.

ARTICLE XXIII – REPORTING OF CHILD ABUSE

Section 1 – Reporting Procedures

When an employee has knowledge of a suspected instance of child abuse, District internal reporting procedures as established under legal requirements will be followed.

Section 2 – District Provisions

A. An in-service/review will be provided to employees at each school annually by a District Pupil Services staff member or by the site administrator.

B. The District shall provide each employee with a copy and explanation of the laws regarding the employee's responsibilities of reporting child abuse and materials on how to recognize child abuse.

RIVERSIDE UNIFIED SCHOOL DISTRICT

TEACHER SALARY SCHEDULE - 002

Effective July 1, 2019

WORK DAY: 8 HOURS - WORK YEAR: 185 DAYS

STEP	A	B	C	D
	BA to 44	MA or BA +45-59	MA +15 or BA +60	MA +30 or BA +75 Inc. MA
1	$60,289	$60,802	$63,840	$67,034
2	$61,204	$63,081	$66,238	$69,546
3	$62,278	$65,448	$68,721	$72,157
4	$64,365	$67,902	$71,299	$74,861
5	$66,777	$70,448	$73,972	$77,670
6	$69,279	$73,091	$76,744	$80,583
7	$71,878	$75,832	$79,622	$83,606
8	$74,575	$78,675	$82,608	$86,739
9	$74,575	$81,627	$85,710	$89,992
10	$74,575	$84,688	$88,920	$93,367
11	$74,575	$87,862	$92,258	$96,868
12	$74,575	$91,157	$95,715	$100,501
13	$74,575	$91,157	$99,306	$104,269
14	$74,575	$91,157	$103,028	$108,180
15	$74,575	$91,157	$103,028	$108,180
16	$74,575	$91,157	$103,028	$108,180
17	$74,575	$91,157	$103,028	$108,180
18	$74,575	$91,157	$103,028	$108,180
19	$74,575	$91,157	$103,028	$108,180
* 20	$76,439	$93,436	$105,604	$110,884
21	$76,439	$93,436	$105,604	$110,884
22	$76,439	$93,436	$105,604	$110,884
23	$76,439	$93,436	$105,604	$110,884
* 24	$78,304	$95,715	$108,180	$113,589
25	$78,304	$95,715	$108,180	$113,589
26	$78,304	$95,715	$108,180	$113,589
27	$78,304	$95,715	$108,180	$113,589
* 28	$80,168	$97,994	$110,756	$116,293

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments within the shaded steps. Calculation of anniversary increments are based on initial placement on the salary schedule.

*Salary Anniversary Increments for steps 20 through 28 are based on Step 14 in columns A, B, C, & D. Salary advancement for anniversary credit is given at 20, 24, and 28 years of service.

An additional $750 annual stipend will be paid to those employees who have earned a doctorate from an accredited university.

The units beyond the degree are semester units which have been earned after the degree has been conferred. To convert quarter units to semester units, multiply by 2/3. All units must be verified by transcripts showing a grade of "C" or better, and be approved courses.

RIVERSIDE UNIFIED SCHOOL DISTRICT

TEACHER SALARY SCHEDULE - 00X

(Grandfathered prior to 6/30/2007)

Effective July 1, 2019

WORK DAY: 8 HOURS - WORK YEAR: 185 DAYS

STEP	A	B	C	D
	BA to 44	MA or BA +45-59	MA +15 or BA +60	MA +30 or BA +75 Inc. MA
1	$60,289	$60,802	$63,840	$67,034
2	$61,204	$63,081	$66,238	$69,546
3	$62,278	$65,448	$68,721	$72,157
4	$64,365	$67,902	$71,299	$74,861
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7	$71,878	$75,832	$79,622	$83,606
8	$74,575	$78,675	$82,608	$86,739
9	$77,372	$81,627	$85,710	$89,992
10	$80,272	$84,688	$88,920	$93,367
11	$83,283	$87,862	$92,258	$96,868
12	$83,283	$91,157	$95,715	$100,501
13	$83,283	$94,575	$99,306	$104,269
14	$83,283	$98,122	$103,028	$108,180
15	$83,283	$98,122	$103,028	$108,180
16	$83,283	$98,122	$103,028	$108,180
17	$83,283	$98,122	$103,028	$108,180
18	$83,283	$98,122	$103,028	$108,180
19	$83,283	$98,122	$103,028	$108,180
* 20	$85,365	$100,575	$105,604	$110,884
21	$85,365	$100,575	$105,604	$110,884
22	$85,365	$100,575	$105,604	$110,884
23	$85,365	$100,575	$105,604	$110,884
* 24	$87,447	$103,028	$108,180	$113,589
25	$87,447	$103,028	$108,180	$113,589
26	$87,447	$103,028	$108,180	$113,589
27	$87,447	$103,028	$108,180	$113,589
* 28	$89,529	$105,480	$110,756	$116,293

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments within the shaded steps. Calculation of anniversary increments are based on initial placement on the salary schedule.

*Salary Anniversary Increments for steps 20 through 28 are based on Step 14 in columns A, B, C, & D. Salary advancement for anniversary credit is given at 20, 24, and 28 years of service.

An additional $750 annual stipend will be paid to those employees who have earned a doctorate from an accredited university.

The units beyond the degree are semester units which have been earned after the degree has been conferred. To convert quarter units to semester units, multiply by 2/3. All units must be verified by transcripts showing a grade of "C" or better, and be approved courses.

RIVERSIDE UNIFIED SCHOOL DISTRICT

TEACHER SALARY SCHEDULE - 002

Effective: July 1, 2019

Per Diem Rates (185 Days - 8 Hours)

STEP	A	B	C	D
	BA to 44	MA or BA +45-59	MA +15 or BA +60	MA +30 or BA +75 Inc. MA
1	325.886	328.659	345.081	362.346
2	330.832	340.978	358.043	375.924
3	336.638	353.773	371.465	390.038
4	347.919	367.038	385.400	404.654
5	360.957	380.800	399.849	419.838
6	374.481	395.086	414.832	435.584
7	388.530	409.903	430.389	451.924
8	403.108	425.270	446.530	468.859
9	403.108	441.227	66.700	486.443
10	403.108	457.773	480.649	504.686
11	403.108	474.930	498.692	523.611
12	403.108	492.741	517.378	543.249
13	403.108	492.741	536.789	563.616
14	403.108	492.741	556.908	584.757
15	403.108	492.741	556.908	584.757
16	403.108	492.741	556.908	584.757
17	403.108	492.741	556.908	584.757
18	403.108	492.741	556.908	584.757
19	403.108	492.741	556.908	584.757
* 20	413.184	505.059	570.832	599.378
21	413.184	505.059	570.832	599.378
22	413.184	505.059	570.832	599.378
23	413.184	505.059	570.832	599.378
* 24	423.265	517.378	584.757	613.995
25	423.265	517.378	584.757	613.995
26	423.265	517.378	584.757	613.995
27	423.265	517.378	584.757	613.995
* 28	433.341	529.697	598.681	628.611

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments within the shaded steps. Calculation of anniversary increments are based on initial placement on the salary schedule.

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RIVERSIDE UNIFIED SCHOOL DISTRICT

TEACHER SALARY SCHEDULE - 00X

(Grandfathered prior to 6/30/2007)

Effective July 1, 2019

Per Diem Rates (185 Days - 8 Hours)

STEP	A	B	C	D
	BA to 44	MA or BA +45-59	MA +15 or BA +60	MA +30 or BA +75 Inc. MA
1	325.886	328.659	345.081	362.346
2	330.832	340.978	358.043	375.924
3	336.638	353.773	371.465	390.038
4	347.919	367.038	385.400	404.654
5	360.957	380.800	399.849	419.838
6	374.481	395.086	414.832	435.584
7	388.530	409.903	430.389	451.924
8	403.108	425.270	446.530	468.859
9	$418.227	441.227	66.700	486.443
10	$433.903	457.773	480.649	504.686
11	$450.178	474.930	498.692	523.611
12	$450.178	492.741	517.378	543.249
13	$450.178	$457.162	536.789	563.616
14	$450.178	$530.389	556.908	584.757
15	$450.178	$530.389	556.908	584.757
16	$450.178	$530.389	556.908	584.757
17	$450.178	$530.389	556.908	584.757
18	$450.178	$530.389	556.908	584.757
19	$450.178	$530.389	556.908	584.757
* 20	$461.432	$543.649	570.832	599.378
21	$461.432	$543.649	570.832	599.378
22	$461.432	$543.649	570.832	599.378
23	$461.432	$543.649	570.832	599.378
* 24	$472.686	$556.908	584.757	613.995
25	$472.686	$556.908	584.757	613.995
26	$472.686	$556.908	584.757	613.995
27	$472.686	$556.908	584.757	613.995
* 28	$483.941	$570.162	598.681	628.611

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments within the shaded steps. Calculation of anniversary increments are based on initial placement on the salary schedule.

*Salary Anniversary Increments for steps 20 through 28 are based on Step 14 in columns A, B, C, & D. Salary advancement for anniversary credit is given at 20, 24, and 28 years of service.

An additional $750 annual stipend will be paid to those employees who have earned a doctorate from an accredited university.

The units beyond the degree are semester units which have been earned after the degree has been conferred. To convert quarter units to semester units, multiply by 2/3. All units must be verified by transcripts showing a grade of "C" or better, and be approved courses.

RIVERSIDE UNIFIED SCHOOL DISTRICT

RCTA PRESIDENT SALARY SCHEDULE - 024

Effective July 1, 2019

WORK YEAR: 210 DAYS - 8 HOURS/DAY

STEP	A	B	C	D
	BA to 44	MA or BA +45-59	MA +15 or BA +60	MA +30 or BA +75 Inc. MA
1	$68,436	$69,020	$72,467	$76,092
2	$69,476	$71,605	$75,189	$78,943
3	$70,693	$74,293	$78,007	$81,907
4	$73,061	$77,077	$80,934	$84,979
5	$75,801	$79,968	$83,967	$88,166
6	$78,643	$82,969	$87,116	$91,473
7	$81,593	$86,080	$90,382	$94,904
8	$84,652	$89,308	$93,772	$98,461
9	$84,652	$92,657	$97,291	$102,154
10	$84,652	$96,132	$100,938	$105,984
11	$84,652	$99,735	$104,725	$109,958
12	$84,652	$103,476	$108,649	$114,082
13	$84,652	$103,476	$112,725	$118,360
14	$84,652	$103,476	$116,950	$122,798
15	$84,652	$103,476	$116,950	$122,798
16	$84,652	$103,476	$116,950	$122,798
17	$84,652	$103,476	$116,950	$122,798
18	$84,652	$103,476	$116,950	$122,798
19	$84,652	$103,476	$116,950	$122,798
* 20	$86,768	$106,063	$119,874	$125,868
21	$86,768	$106,063	$119,874	$125,868
22	$86,768	$106,063	$119,874	$125,868
23	$86,768	$106,063	$119,874	$125,868
* 24	$88,885	$108,650	$122,798	$128,938
25	$88,885	$108,650	$122,798	$128,938
26	$88,885	$108,650	$122,798	$128,938
27	$88,885	$108,650	$122,798	$128,938
* 28	$91,001	$111,237	$125,721	$132,008

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments within the shaded steps. Calculation of anniversary increments are based on initial placement on the salary schedule.

*Salary Anniversary Increments for steps 20 through 28 are based on Step 14 in columns A, B, C, & D. Salary advancement for anniversary credit is given at 20, 24, and 28 years of service.

An additional $750 annual stipend will be paid to those employees who have earned a doctorate from an accredited university.

The units beyond the degree are semester units which have been earned after the degree has been conferred. To convert quarter units to semester units, multiply by 2/3. All units must be verified by transcripts showing a grade of "C" or better, and be approved courses.

RIVERSIDE UNIFIED SCHOOL DISTRICT

PGS LEAD SUPPORT TEACHER SALARY SCHEDULE - 014

Effective July 1, 2019

WORK YEAR: 190 DAYS - 8 HOURS/DAY

STEP	A	B	C	D
	BA to 44	MA or BA +45-59	MA +15 or BA +60	MA +30 or BA +75 Inc. MA
1	$61,919	$62,446	$65,565	$68,846
2	$62,860	$64,786	$68,027	$71,425
3	$63,961	$67,217	$70,579	$74,107
4	$66,104	$69,737	$73,226	$76,885
5	$68,581	$72,351	$75,971	$79,769
6	$71,152	$75,067	$78,820	$82,762
7	$73,822	$77,881	$81,774	$85,866
8	$76,590	$80,802	$84,841	$89,084
9	$76,590	$83,834	$88,026	$92,425
10	$76,590	$86,977	$91,324	$95,890
11	$76,590	$90,236	$94,751	$99,486
12	$76,590	$93,620	$98,302	$103,217
13	$76,590	$93,620	$101,990	$107,088
14	$76,590	$93,620	$105,813	$111,102
15	$76,590	$93,620	$105,813	$111,102
16	$76,590	$93,620	$105,813	$111,102
17	$76,590	$93,620	$105,813	$111,102
18	$76,590	$93,620	$105,813	$111,102
19	$76,590	$93,620	$105,813	$111,102
* 20	$77,505	$95,961	$108,458	$113,880
21	$77,505	$95,961	$108,458	$113,880
22	$77,505	$95,961	$108,458	$113,880
23	$77,505	$95,961	$108,458	$113,880
* 24	$80,420	$98,301	$111,104	$116,657
25	$80,420	$98,301	$111,104	$116,657
26	$80,420	$98,301	$111,104	$116,657
27	$80,420	$98,301	$111,104	$116,657
* 28	$82,334	$100,642	$113,749	$119,435

Support Teacher Team Lead: 190 day work year and $5,000 annual stipend.

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments within the shaded steps. Calculation of anniversary increments are based on initial placement on the salary schedule.

*Salary Anniversary Increments for steps 20 through 28 are based on Step 14 in columns A, B, C, & D. Salary advancement for anniversary credit is given at 20, 24, and 28 years of service.

An additional $750 annual stipend will be paid to those employees who have earned a doctorate from an accredited university.

The units beyond the degree are semester units which have been earned after the degree has been conferred. To convert quarter units to semester units, multiply by 2/3. All units must be verified by transcripts showing a grade of "C" or better, and be approved courses.

RIVERSIDE UNIFIED SCHOOL DISTRICT

PGS TEACHER LIAISON SALARY SCHEDULE - 009

Effective July 1, 2019

WORK YEAR: 200 DAYS - 8 HOURS/DAY

STEP	A	B	C	D
	BA to 44	MA or BA +45-59	MA +15 or BA +60	MA +30 or BA +75 Inc. MA
1	$65,176	$65,733	$69,016	$72,469
2	$66,168	$68,197	$71,608	$75,185
3	$67,327	$70,755	$74,293	$78,006
4	$69,583	$73,407	$77,080	$80,933
5	$72,191	$76,160	$79,970	$83,967
6	$74,896	$79,017	$82,969	$87,118
7	$77,707	$81,981	$86,079	$90,384
8	$80,622	$85,055	$89,306	$93,773
9	$80,622	$88,245	$92,658	$97,289
10	$80,622	$91,555	$96,131	$100,939
11	$80,622	$94,986	$99,373	$104,722
12	$80,622	$98,548	$103,476	$108,649
13	$80,622	$98,548	$107,358	$112,723
14	$80,622	$98,548	$111,382	$116,950
15	$80,622	$98,548	$111,382	$116,950
16	$80,622	$98,548	$111,382	$116,950
17	$80,622	$98,548	$111,382	$116,950
18	$80,622	$98,548	$111,382	$116,950
19	$80,622	$98,548	$111,382	$116,950
* 20	$82,638	$101,012	$114,167	$119,874
21	$82,638	$101,012	$114,167	$119,874
22	$82,638	$101,012	$114,167	$119,874
23	$82,638	$101,012	$114,167	$119,874
* 24	$84,653	$103,475	$116,951	$122,798
25	$84,653	$103,475	$116,951	$122,798
26	$84,653	$103,475	$116,951	$122,798
27	$84,653	$103,475	$116,951	$122,798
* 28	$86,669	$105,939	$119,736	$125,721

Teacher Liaison: Full release; 200 day work year with $5,000 annual stipend.

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments within the shaded steps. Calculation of anniversary increments are based on initial placement on the salary schedule.

*Salary Anniversary Increments for steps 20 through 28 are based on Step 14 in columns A, B, C, & D. Salary advancement for anniversary credit is given at 20, 24, and 28 years of service.

An additional $750 annual stipend will be paid to those employees who have earned a doctorate from an accredited university.

The units beyond the degree are semester units which have been earned after the degree has been conferred. To convert quarter units to semester units, multiply by 2/3. All units must be verified by transcripts showing a grade of "C" or better, and be approved courses.

RIVERSIDE UNIFIED SCHOOL DISTRICT

COUNSELOR SALARY SCHEDULE - 029

Effective July 1, 2019

WORK YEAR: 200 DAYS - 8 HOURS/DAY

STEP	A	B	C	D
	BA to 44	MA or BA +45-59	MA +15 or BA +60	MA +30 or BA +75 Inc. MA
1	$65,176	$65,733	$69,016	$72,649
2	$66,168	$68,197	$71,608	$75,185
3	$67,327	$70,755	$74,293	$78,006
4	$69,583	$73,407	$77,080	$80,933
5	$72,191	$76,160	$79,970	$83,967
6	$74,896	$79,017	$82,969	$87,118
7	$77,707	$81,981	$86,079	$90,384
8	$80,622	$85,055	$89,306	$93,773
9	$80,622	$88,245	$92,658	$97,289
10	$80,622	$91,555	$96,131	$100,939
11	$80,622	$94,986	$99,737	$104,722
12	$80,622	$98,548	$103,476	$108,649
13	$80,622	$98,548	$107,358	$112,723
14	$80,622	$98,548	$111,382	$116,950
15	$80,622	$98,548	$111,382	$116,950
16	$80,622	$98,548	$111,382	$116,950
17	$80,622	$98,548	$111,382	$116,950
18	$80,622	$98,548	$111,382	$116,950
19	$80,622	$98,548	$111,382	$116,950
* 20	$82,638	$101,012	$114,167	$119,874
21	$82,638	$101,012	$114,167	$119,874
22	$82,638	$101,012	$114,167	$119,874
23	$82,638	$101,012	$114,167	$119,874
* 24	$84,653	$103,475	$116,951	$122,798
25	$84,653	$103,475	$116,951	$122,798
26	$84,653	$103,475	$116,951	$122,798
27	$84,653	$103,475	$116,951	$122,798
* 28	$86,669	$105,939	$119,736	$125,721

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments within the shaded steps. Calculation of anniversary increments are based on initial placement on the salary schedule.

*Salary Anniversary Increments for steps 20 through 28 are based on Step 14 in columns A, B, C, & D. Salary advancement for anniversary credit is given at 20, 24, and 28 years of service.

An additional $750 annual stipend will be paid to those employees who have earned a doctorate from an accredited university.

The units beyond the degree are semester units which have been earned after the degree has been conferred. To convert quarter units to semester units, multiply by 2/3. All units must be verified by transcripts showing a grade of "C" or better, and be approved courses.

RIVERSIDE UNIFIED SCHOOL DISTRICT

STAFF DEVELOPMENT SPECIALIST SALARY SCHEDULE - 028

Effective July 1, 2019

WORK DAY: 8 HOURS - WORK YEAR: 185 DAYS

STEP	A	B	C	D
	BA to 44	MA or BA +45-59	MA +15 or BA +60	MA +30 or BA +75 Inc. MA
1	$60,289	$60,802	$63,840	$67,034
2	$61,204	$63,081	$66,238	$69,546
3	$62,278	$65,448	$68,721	$72,157
4	$64,365	$67,902	$71,299	$74,861
5	$66,777	$70,448	$73,972	$77,670
6	$69,279	$73,091	$76,744	$80,583
7	$71,878	$75,832	$79,622	$83,606
8	$74,575	$78,675	$82,608	$86,739
9	$74,575	$81,627	$85,710	$89,992
10	$74,575	$84,688	$88,920	$93,367
11	$74,575	$87,862	$92,258	$96,868
12	$74,575	$91,157	$95,715	$100,501
13	$74,575	$91,157	$99,306	$104,269
14	$74,575	$91,157	$103,028	$108,180
15	$74,575	$91,157	$103,028	$108,180
16	$74,575	$91,157	$103,028	$108,180
17	$74,575	$91,157	$103,028	$108,180
18	$74,575	$91,157	$103,028	$108,180
19	$74,575	$91,157	$103,028	$108,180
* 20	$76,439	$93,436	$105,604	$110,885
21	$76,439	$93,436	$105,604	$110,885
22	$76,439	$93,436	$105,604	$110,885
23	$76,439	$93,436	$105,604	$110,885
* 24	$78,304	$95,715	$108,180	$113,589
25	$78,304	$95,715	$108,180	$113,589
26	$78,304	$95,715	$108,180	$113,589
27	$78,304	$95,715	$108,180	$113,589
* 28	$80,168	$97,994	$110,756	$116,293

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments within the shaded steps. Calculation of anniversary increments are based on initial placement on the salary schedule.

*Salary Anniversary Increments for steps 20 through 28 are based on Step 14 in columns A, B, C, & D. Salary advancement for anniversary credit is given at 20, 24, and 28 years of service.

An additional $750 annual stipend will be paid to those employees who have earned a doctorate from an accredited university.

The units beyond the degree are semester units which have been earned after the degree has been conferred. To convert quarter units to semester units, multiply by 2/3. All units must be verified by transcripts showing a grade of "C" or better, and be approved courses.

RIVERSIDE UNIFIED SCHOOL DISTRICT

SPEECH & LANGUAGE PATHOLOGIST SALARY SCHEDULE - 041

Effective July 1, 2019

WORK YEAR: 185 DAYS

8 HOURS

STEP	SALARY
Intern	$52,309
1	$77,568
2	$81,922
3	$86,282
4	$90,647
5	$95,002
6	$99,368
7	$103,719
8	$108,788
9	$112,439
10	$112,439
11	$112,439
12	$112,439
13	$112,439
14	$112,439
15	$112,439
16	$112,439
17	$112,439
18	$112,439
19	$112,439
* 20	$115,250
21	$115,250
22	$115,250
23	$115,250
* 24	$118,061
25	$118,061
26	$118,061
27	$118,061
* 28	$120,872

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments within the shaded steps. Calculation of anniversary increments are based on initial placement on the salary schedule.

*Salary Anniversary Increments for steps 20 through 28 are based on Step 14 in columns A, B, C, & D. Salary advancement for anniversary credit is given at 20, 24, and 28 years of service.

RIVERSIDE UNIFIED SCHOOL DISTRICT

PSYCHOLOGIST SALARY SCHEDULE - 003

Effective July 1, 2019

WORK YEAR: 193 DAYS

8 HOURS

STEP	SALARY
Intern	$53,856
1	$79,856
2	$84,343
3	$88,829
4	$93,326
5	$97,806
6	$102,298
7	$106,780
8	$112,000
9	$115,757
10	$115,757
11	$115,757
12	$115,757
13	$115,757
14	$115,757
15	$115,757
16	$115,757
17	$115,757
18	$115,757
19	$115,757
* 20	$118,651
21	$118,651
22	$118,651
23	$118,651
* 24	$121,545
25	$121,545
26	$121,545
27	$121,545
* 28	$124,439

1. Initial step placement will be based upon:
   a. Verifiable years of paid previous experience as a school psychologist or CWA
   or
   b. By determining employee's placement on the Teacher Salary Schedule, calculating

2. Interns, when reemployed as regular employees, will be placed on Step One (1).

3. Additional work days will be paid at the assigned daily rate.

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments within the shaded steps. Calculation of anniversary increments are based on initial placement on the salary schedule.

*Salary Anniversary Increments for steps 20 through 28 are based on Step 14 in columns A, B, C, & D. Salary advancement for anniversary credit is given at 20, 24, and 28 years of service.

RIVERSIDE UNIFIED SCHOOL DISTRICT

PSYCHOLOGIST SALARY SCHEDULE - 013

Effective July 1, 2019

WORK YEAR: 208 DAYS
8 HOURS

STEP	SALARY
Intern	$58,040
1	$86,062
2	$90,897
3	$95,731
4	$100,577
5	$105,407
6	$110,250
7	$115,079
8	$120,705
9	$124,755
10	$124,755
11	$124,755
12	$124,755
13	$124,755
14	$124,755
15	$124,755
16	$124,755
17	$124,755
18	$124,755
19	$124,755
* 20	$127,874
21	$127,874
22	$127,874
23	$127,874
* 24	$130,993
25	$130,993
26	$130,993
27	$130,993
* 28	$134,112

1. Initial step placement will be based upon:
   a. Verifiable years of paid previous experience as a school psychologist or CWA
      or
   b. By determining employee's placement on the Teacher Salary Schedule, calculating

2. Interns, when reemployed as regular employees, will be placed on Step One (1).

3. Additional work days will be paid at the assigned daily rate.

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments within the shaded steps. Calculation of anniversary increments are based on initial placement on the salary schedule.

*Salary Anniversary Increments for steps 20 through 28 are based on Step 14 in columns A, B, C, & D. Salary advancement for anniversary credit is given at 20, 24, and 28 years of service.

RIVERSIDE UNIFIED SCHOOL DISTRICT

NURSES SALARY SCHEDULE - 069

Effective July 1, 2019

WORK YEAR: 185 DAYS

STEP	SALARY
1	$72,719
2	$76,801
3	$80,888
4	$84,982
5	$89,064
6	$93,156
7	$97,237
8	$101,989
9	$105,411
10	$105,411
11	$105,411
12	$105,411
13	$105,411
14	$105,411
15	$105,411
16	$105,411
17	$105,411
18	$105,411
19	$105,411
* 20	$108,046
21	$108,046
22	$108,046
23	$108,046
* 24	$110,682
25	$110,682
26	$110,682
27	$110,682
* 28	$113,317

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments within the shaded steps. Calculation of anniversary increments are based on initial placement on the salary schedule.

*Salary Anniversary Increments for steps 20 through 28 are based on Step 14 in columns A, B, C, & D. Salary advancement for anniversary credit is given at 20, 24, and 28 years of service.

RIVERSIDE UNIFIED SCHOOL DISTRICT

NURSES SALARY SCHEDULE - 065

Effective July 1, 2019

WORK YEAR: 190 DAYS

STEP	SALARY
1	$74,684
2	$78,880
3	$83,074
4	$87,280
5	$91,472
6	$95,674
7	$99,866
8	$104,745
9	$108,259
10	$108,259
11	$108,259
12	$108,259
13	$108,259
14	$108,259
15	$108,259
16	$108,259
17	$108,259
18	$108,259
19	$108,259
* 20	$110,966
21	$110,966
22	$110,966
23	$110,966
* 24	$113,672
25	$113,672
26	$113,672
27	$113,672
* 28	$116,378

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments within the shaded steps. Calculation of anniversary increments are based on initial placement on the salary schedule.

*Salary Anniversary Increments for steps 20 through 28 are based on Step 14 in columns A, B, C, & D. Salary advancement for anniversary credit is given at 20, 24, and 28 years of service.

RIVERSIDE UNIFIED SCHOOL DISTRICT

NURSES SALARY SCHEDULE - 043

Effective July 1, 2019

WORK YEAR: 200 DAYS

STEP	SALARY
1	$78,616
2	$83,029
3	$87,446
4	$91,872
5	$96,286
6	$100,710
7	$105,121
8	$110,259
9	$113,957
10	$113,957
11	$113,957
12	$113,957
13	$113,957
14	$113,957
15	$113,957
16	$113,957
17	$113,957
18	$113,957
19	$113,957
* 20	$116,806
21	$116,806
22	$116,806
23	$116,806
* 24	$119,655
25	$119,655
26	$119,655
27	$119,655
* 28	$122,504

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversary increments within the shaded steps. Calculation of anniversary increments are based on initial placement on the salary schedule.

*Salary Anniversary Increments for steps 20 through 28 are based on Step 14 in columns A, B, C, & D. Salary advancement for anniversary credit is given at 20, 24, and 28 years of service.

RIVERSIDE UNIFIED SCHOOL DISTRICT

EXTRA DUTY ANNUAL STIPENDS - SALARY SCHEDULE - 059

Effective July 1, 2019

STEP	COLUMN A x %	1.7%	2.0%	3%	4%	6%	8%
1	$60,289	$1,025	$1,205	$1,809	$2,412	$3,617	$4,823
2	$61,204	$1,040	$1,225	$1,836	$2,448	$3,673	$4,896
3	$62,278	$1,058	$1,246	$1,869	$2,491	$3,737	$4,982
4	$64,365	$1,094	$1,287	$1,931	$2,575	$3,862	$5,150
5	$66,777	$1,135	$1,336	$2,004	$2,671	$4,007	$5,342
6	$69,279	$1,178	$1,386	$2,078	$2,771	$4,157	$5,543
7	$71,878	$1,222	$1,437	$2,156	$2,876	$4,313	$5,750
8	$74,575	$1,268	$1,492	$2,237	$2,983	$4,475	$5,966
9	$77,372	$1,316	$1,548	$2,322	$3,094	$4,642	$6,190
10	$80,272	$1,364	$1,605	$2,409	$3,211	$4,816	$6,422

1.7%

Elementary School Team Leader

Two Percent (2%)

TK-12 504 Coordinator

Three Percent (3%)

SST Chair
Future Business Leaders of America
Model U.N. *
Bilingual Teachers in bilingual classroom settings/dual immersion program, BCC/BCLAD certification

Six Percent (6%)

High School Yearbook
High School Orchestra
High School Newspaper
High School Pep Squad, Assistant
Middle School Band Director
Junior or Senior Class Advisor
Combination Class (General Education)

Four Percent (4%)

Academic Competition Advisor
Flag Advisor
Freshman or Sophomore Class Advisor
Winter Guard
High School Drama, Assistant Teacher
High School Magazine
High School Concert Band
High School Marching Band, Assistant Director
Middle School Intramurals
Middle School Yearbook Sponsor
Middle School Choir Director
Middle School Orchestra
Middle School Dance
Middle School Drill Team (1/2 stipend if team has class-time practice)
Middle School Student Council Advisor (1/2 stipend if assigned as a regular class)

Eight Percent (8%)

High School Marching Band*
High School Drama
High School Pep Squad*
High School Drill Team*
High School Dance
High School Choir
High School Speech & Forensics
High School Director of Activities (with no released time)

The steps indicate years of verified paid experience in this activity in RUSD or other school districts.

* Directors shall receive a weekly prorate of their stipend for each week of CIF playoff competition, if their unit performs.

** Academic Competition advisors shall receive an additional 25% of their stipend if team advances to state level, and an additional 25% if team advances to national competition. Academic competitions are based upon regular practice; coaching; teaching or training students; team activity; a defined season; and multiple competitions.

TEACHER GROUP LEADERS

Secondary Schools: $58 per class section in department (without release time)
(Minimum = $870, Maximum = $2900)

PROFESSIONAL GROWTH SYSTEMS (PGS)

Teacher PGS Review Panel Members: $6,500 annual stipend

Support Teacher: $5,000 annual stipend; full release; teacher work year with rainbow calendar

Content Mentor: $825 prorated to time of service per Participating Teacher in the PGS assigned to them for assistance, not to exceed six (6) teachers.

RIVERSIDE UNIFIED SCHOOL DISTRICT

NURSES SALARY SCHEDULE - 063

Effective July 1, 2019

WORK YEAR: 212 DAYS

STEP	SALARY
1	$90,220
2	$95,289
3	$100,357
4	$105,436
5	$110,501
6	$115,576
7	$120,639
8	$126,537
9	$130,783
10	$130,783
11	$130,783
12	$130,783
13	$130,783
14	$130,783
15	$130,783
16	$130,783
17	$130,783
18	$130,783
19	$130,783
* 20	$134,053
21	$134,053
22	$134,053
23	$134,053
* 24	$137,322
25	$137,322
26	$137,322
27	$137,322
* 28	$140,592

Anniversary Increments - Only years of service in the Riverside Unified School District shall count toward anniversa within the shaded steps. Calculation of anniversary increments are based on initial placement on the salary schedule.

*Salary Anniversary Increments for steps 20 through 28 are based on Step 14 in columns A, B, C, & D. Salary advan anniversary credit is given at 20, 24, and 28 years of service.

RIVERSIDE UNIFIED SCHOOL DISTRICT

EXTENDED DAY SALARY SCHEDULE - 053

Effective July 1, 2019

An extended day assignment is that portion of a long-term classroom teaching assignment which is in excess of a full-time assignment. For example, if the full-time assignment of an employee in a secondary school is five (5) instructional periods, any additional class over five (5) periods daily is an extended day assignment. The hourly rate for such assignments shall be paid on the following schedule:

HOURLY RATE PER TEACHING HOUR

	A	B	C	D
LEVEL I (Step 1-4)	$50.12	$52.52	$55.20	$57.92
LEVEL II (Step 5-8)	$57.87	$60.73	$63.82	$66.91
LEVEL III (Step 9-14)*	$66.88	$70.21	$73.68	$77.44

*The policies regarding the frozen steps of the regular teacher schedule apply to Extended Day.

Teachers with a sixth period extended day assignment shall be paid when absent from the assignment on sick or personal business leave.

This salary schedule also applies to Home Hospital Teachers.

RIVERSIDE UNIFIED SCHOOL DISTRICT

MISCELLANEOUS SALARY PROVISIONS SALARY SCHEDULE - 054

Effective July 1, 2019

BILP Contract	$37.44	per hour assigned
Curriculum Development	$37.44	per hour assigned
Elementary Class Dispersal	Current long-term substitute rate divided by the number of teachers taking students	
Other Extra Duties Not Specified	$37.44	per hour assigned
Saturday Supervision of Independent Study	$37.44	per hour assigned
Saturday Inservice Attendance	$26.40	per hour assigned
Attendance of other inservice classes for which the District offers employees pay to attend	$26.40	per hour assigned
Substituting During Conference Period	20%	of current long-term substitute rate
Workshop Presenter	$49.47	per hour assigned
Time Keeper, Ticket Seller and Ticket Taker if not performing duties in Article X, Section 6	$25.00	per assignment
Middle School Athletics	$300.00	per person
Middle School Activities	$300.00	per person

All of the above assignments are voluntary with the exception of substituting during conference period.

RIVERSIDE UNIFIED SCHOOL DISTRICT

COACHING STIPENDS - SALARY SCHEDULE - 058

Effective July 1, 2019

STEP	COLUMN A x %	4%	5%	6%	7%	8%
1	$60,289	$2,412	$3,014	$3,617	$4,220	$4,823
2	$61,204	$2,448	$3,060	$3,673	$4,285	$4,896
3	$62,278	$2,491	$3,114	$3,737	$4,360	$4,982
4	$64,365	$2,575	$3,218	$3,862	$4,505	$5,150
5	$66,777	$2,671	$3,339	$4,007	$4,675	$5,342
6	$69,279	$2,771	$3,464	$4,157	$4,850	$5,543
7	$71,878	$2,876	$3,594	$4,313	$5,031	$5,750
8	$74,575	$2,983	$3,728	$4,475	$5,220	$5,966
9	$77,372	$3,094	$3,868	$4,642	$5,416	$6,190
10	$80,272	$3,211	$4,014	$4,816	$5,620	$6,422

The above schedule is for either men's or women's sports.

BASEBALL
7% Varsity Head
6% Varsity Asst.
6% J.V. Head
6% Frosh/Soph Head

CROSS COUNTRY
6% Head
5% Asst.

SOCCER
6% Head
5% Asst.
5% J.V.

TENNIS
6% Varsity Head
5% Asst.

BASKETBALL
7% Varsity Head
6% Varsity Asst.
6% J.V. Head
6% Frosh/Soph Head

FOOTBALL
8% Varsity Head
6% Varsity Asst.
6% J.V. Head
5% J.V. Asst.
6% Frosh/Head
5% Frosh/Asst.

SOFTBALL
7% Varsity Head
6% Asst.
6% J.V. Head

TRACK
6% Varsity Head
5% Asst.

SWIMMING
6% Varsity Head
5% Asst.

GOLF
4% Varsity Head

WRESTLING
6% Varsity Head
5% Asst.

VOLLEYBALL
6% Head
5% Asst.

HS CHEERLEADING
8% Head Coach
6% Assistant Coach

WATER POLO
6% Head
5% Asst.

LACROSSE
6% Head
5% Asst.

TRAINER
4% Per Session

SPRING FOOTBALL: $395 per year per school

The steps indicate years of verified paid experience in this activity in RUSD or other school districts.

Summer Sports Camp: $37.44 per hour (maximum hours pre-approved and paid by Booster Club)

RIVERSIDE UNIFIED SCHOOL DISTRICT

PRESCHOOL INSTRUCTOR SALARY SCHEDULE - 005

Effective July 1, 2019

WORK YEAR: 185 DAYS (8 HOURS - 10 MONTHS)

Step	1	2	3	4	5
SCHEDULE K:					
Annual	$41,437	$43,509	$45,690	$47,970	$50,377
Daily	$223.98	$235.18	$246.97	$259.30	$272.31
SCHEDULE L:					
Annual	$43,509	$45,690	$47,970	$50,377	$52,884
Daily	$235.18	$246.97	$259.30	$272.31	$285.86

Effective July 1, 2017, a 2% annual stipend will be paid to those employees who have a BA

Placement Procedures:

a. Schedule K: Preschool instructors possessing an emergency or provisional Child Care Permit.

Schedule L: Preschool instructors possessing a regular Child Care Permit or a Regular elementary teaching credential.

b. Step Placement: One step for each year of verified experience as a preschool Instructor or as an elementary teacher.

c. Salaries: Salaries on the schedule are annual rates, based upon a regular teacher work year and an eight-hour (8) workday.

d. After June 30, 2017, no new hires shall be placed nor advance beyond the dotted lines if they do not have a BA degree.

RIVERSIDE UNIFIED SCHOOL DISTRICT

ADULT & ALTERNATIVE EDUCATIONAL SERVICES SALARY SCHEDULE - 025

Effective July 1, 2019

WORK YEAR: 175 DAYS - 6 HOURS/DAY

This schedule is to be used for hourly Probationary and Permanent teachers in Adult & Alternative Educational Services.

HOURLY PROBATIONARY & PERMANENT ADULT & ALTERNATIVE EDUCATIONAL SERVICES EMPLOYEES ONLY

Adult & Alternative Educational Services Teachers shall be paid the appropriate hourly rate for each class assigned as long as that class is maintained. These employees shall be paid monthly.

Whenever, in the judgment of the site administrator, the instructional hours of a full-time permanent employee's assignment can be accurately estimated annually, that employee shall be paid an annual salary for the work year. This salary shall be paid in equal monthly installments. The salary shall be computed by multiplying the hourly rate appropriate to the individual employee by the total number of instructional hours in the annual assignment of the permanent employee. This provision shall not apply to summer school or other special short-term assignments.

If enrollment or funding changes force the diminishment of a permanent employee's teaching assignment, and there is no other appropriate class to which the permanent employee may be assigned, then the permanent employee's annual salary will be diminished in proportion to the reduction in instructional hours. Permanent and probationary employees who are actually teaching in one or more Adult & Alternative Educational Services classes and who serve as Adult & Alternative Educational Services substitutes, day or evening, will be paid on their correct column and step placement for substituting according the the schedule on this page.

HOURLY RATE PER TEACHING HOUR

	A	B	C	D	E	F
LEVEL I (Step 1-4)	$47.46	$49.83	$52.37	$54.95	$57.66	$60.54
LEVEL II (Step 5-8)	$54.85	$57.61	$60.50	$63.52	$66.71	$69.96
LEVEL III (Step 9-14)*		$66.69	$69.89	$73.47	$77.05	$80.97

*The policies regarding the frozen steps of the regular teacher schedule apply to Adult & Alternative Educational Services.

RIVERSIDE UNIFIED SCHOOL DISTRICT

ADULT & ALTERNATIVE EDUCATIONAL SERVICES SALARY SCHEDULE - 025

Effective July 1, 2019

This schedule is to be used for Substitute and Temporary teachers in Adult & Alternative Educational Services. Individuals who serve as evening substitutes for Adult & Alternative Educational Services will be placed at column A, step 1 of this schedule. Day substitutes will be paid at the regular substitute rate.

HOURLY SUBSTITUTE AND TEMPORARY ADULT & ALTERNATIVE EDUCATIONAL SERVICES TEACHERS

Adult & Alternative Educational Services substitutes and teachers defined as temporary will receive an hourly rate from A-Level I up to C-Level II of the Adult & Alternative Educational Services Salary Schedule. Placement will be in accordance with placement policies established for the regular teacher schedule. Temporary AACES teachers who are actually teaching one or more classes and who serves as AACES substitutes, day or evening, will be paid on their correct column and step (from A-Level I up to C-Level II) for substituting according to the schedule on this page.

HOURLY RATE PER TEACHING HOUR

	A	B	C
LEVEL I (Step 1-4)	$47.46	$49.83	$52.37
LEVEL II (Step 5-11)	$54.85	$57.61	$60.50

CLASSIFICATION A:

a) Employees who hold the standard Bachelor's Degree from a four-year college or university and who have fewer than fifteen (15) semester units of education since completing the work for that degree.

b) Employees who do not hold Bachelor Degrees.

CLASSIFICATION B:

a) Employees who hold the Bachelor's Degree and have earned fifteen (15) semester hours of approved credit since completion of the work for that degree. Course work must bear a grade of "C" or better to be considered.

CLASSIFICATION C:

a) Employees who hold the Bachelor's Degree and have earned thirty (30) semester hours of approved credit since completion of the work for that degree. Course work must bear a grade of "C" or better to be considered.

RIVERSIDE UNIFIED SCHOOL DISTRICT
SECONDARY SUMMER SCHOOL SALARY SCHEDULE - 073
Effective July 1, 2019
(Applies only to sessions authorized by the District)

HOURLY RATE

	A	B	C	D
LEVEL I (Step 1-4)	$49.61	$52.01	$53.96	$56.61
LEVEL II (Step 5-8)	$56.55	$59.38	$62.39	$65.41
LEVEL III (Step 9-14)	$65.37	$68.63	$72.03	$75.70

District Procedures for Placement on Schedule

Placement on the above schedule for the summer session will be with the normal increment for employees. No reclassifications can be considered. Summer School payment will be made on the next County pay cycle following the last day of the summer session, but no later than ten (10) days after the termination of the services.

Summer School is paid on an hourly rate, with the calendar determining the number of days in the session.

Applicants not in the employ of this district shall not be hired for any summer school teaching position for which there is a qualified district employee available with recent experience teaching in that subject area; (i.e. math, science, social studies, etc.). Current employees with clear credentials appropriate to the position shall be hired before applicants with emergency credentials. When there are two or more current employee applicants with clear and appropriate credentials, priority shall be given to the one with recent (within the past three (3) years) experience or special training in the course to be taught. Teachers whose most recent written evaluation has been marked "unsatisfactory" shall lose their priority hiring status.

Out-of-District employees assigned to summer school duties will be placed on Level I based on transcript verification of column placement. Former employees who return for just summer school employment will be considered "Out-of-District" employees and will be placed on Level I of transcript-verified column placement.

Employees assigned to serve as substitute teachers for the summer program will be placed on the schedule as if assigned to the regular summer school assignment.

Summer school employees who split a full assignment (not les than 14 days) shall each be entitled to one-half (1/2) day of sick leave during the summer session. Unused summer sick leave will be credited to the employee's regular sick leave balance.

RIVERSIDE UNIFIED SCHOOL DISTRICT

ROTC SALARY SCHEDULE - 046

Effective January 1, 2020

WORK YEAR: 200 DAYS

8 HOURS

ROW	SALARY
1	$70,174.88
2	$64,849.85
3	$68,783.58
4	$82,903.79
5	$84,623.33
6	$96,549.30
7	$90,332.58
8	$64,586.49
9	$118,978.93
10	$84,993.87
11	$71,964.74
12	$69,748.17
13	$69,037.52
14	$88,182.03
15	$74,726.29
16	$80,319.35
17	$69,715.87

ROTC salary is based on the Minimum Instructional Pay (MIP) calculated by the respective military branches specific to each employee.

Includes a 3.79% increase to District paid portion only.