COLLECTIVE BARGAINING AGREEMENT

between the

ROSS VALLEY SCHOOL DISTRICT

and

ROSS VALLEY TEACHERS ASSOCIATION

JULY 1, 2024 - JUNE 30, 2027
(Reflects all agreements through June 30, 2027)

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AGREEMENT

1. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Trustees of the Ross Valley School District ("Board") and the Ross Valley Teachers Association/California Teachers Association/National Education Association ("Association"), an employee organization.

2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

3. This Agreement shall remain in full force and effect from July 1, 2024 until June 30, 2027.

4. This Agreement comprises the entire Agreement between the Ross Valley School District ("District") and the Ross Valley Teachers Association.

5. The Board shall consult the certificated Association before making or changing District Board policy which affects the bargaining unit.

DEFINITIONS

1. A "Day" is any day in which the District Office of the School District is open for business.

2. "Employee or teacher" refers to any certificated person who is included in the certificated unit as defined in Article I and therefore covered by the terms and provisions of the Agreement.

3. "Negotiate in good faith" means a serious and honest effort on the part of each party to reach agreement, and also the duty to meet and negotiate.

4. "Superintendent" means the District Superintendent or their designee.

5. "Grievance" is an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement.

6. "Grievant" is an employee of the District with an alleged grievance. The Association shall not carry a grievance on behalf of an employee without the employee's permission. This shall not preclude the Association from carrying an action on behalf of two (2) or more specific employees.

ARTICLE I

RECOGNITION

1.1 The District recognizes the Association as the exclusive representative for employees in the Certificated Unit.

1.2 The Certificated Unit consists of the following positions:

All Certificated Teachers (K-8)
Full-Time, Part-Time, and Temporary Teachers
Nurses
Counselors
Long-Term Substitute *
Contract Long-Term Substitute (over 20 days)
Speech/Language Therapists
Psychologists

* Long-Term Substitute means a substitute teacher teaching more than twenty (20) consecutive days in the place of one (1) regular teacher of the District who is absent from duty on an excused day-to-day basis for an indefinite period of time.

1.3 Association Access to Bargaining Unit Member Information

1.3.1 District Notice to Ross Valley Teachers Association (RVTA) of New Hires

1.3.1.1 Provide RVTA With Notice of New Hires: The District shall provide the RVTA President and RVTA CTA Staff Representative notice of any newly hired employee at the end of each calendar month as outlined in 1.3.2.1 below.

1.3.1.2 Definition of a Newly Hired Employee: "Newly hired employee" or "new hire" means any employee, whether permanent, probationary, temporary, seasonal, full-time, part- time, hired by the District. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by RVTA. For those latter employees, for purposes of this agreement only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the RVTA unit.

1.3.2 Employee Information

1.3.2.1 Provide RVTA With New Hire Contact Information: By the last work day of each month, the District shall provide to RVTA via a mutually agreeable secure FTP site or service the following information, with each field in its own column, for each newly hired employee:

a. First Name
b. Middle initial
c. Last name
d. Suffix (e.g. Jr., III)
e. Job Title
f. Department
g. Primary worksite name
h. Work telephone number
i. Work Extension
j. Home Street address (incl. apartment #)
k. City
l. State
m. ZIP Code (5 or 9 digits)
n. Home telephone number (10 digits)
o. Personal cellular telephone number (10 digits) if provided to employer
p. Personal email address of the employee if provided to employer
q. District Employee ID
r. Hire date

The compilation and provision of information to RVTA herein shall in no way be construed as creating a public record for any purpose whatsoever. RVTA will maintain the privacy of the employee information.

1.3.2.2 Provide RVTA With Periodic Update of Unit Member Contact Information: In September, January, and May, in or around the last work day of each month, the District shall provide RVTA with information regarding all employees in the bargaining as described above in section 1.3.2.1 above. RVTA will maintain the privacy of the employee information.

1.3.2.3 Any employee who has been a victim of domestic violence, sexual assault, or stalking may request that the District use the address designated by the Secretary of State as their address pursuant to Government Code Section 6207.

1.3.3 New Employee Orientation

1.3.3.1 Definition of New Employee Orientation: "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

The District's onboarding process occurs prior to employment, when the new hire is not yet in paid status and occurs at a time scheduled by the new hire with the HR Specialist. During this meeting, the District shall include the RVTA membership application, a link for an electronic

application, and a link to the RVTA/RVSD certificated contract in the packet of District materials provided to any newly hired employee. RVTA shall provide copies of the RVTA membership application, including the link to the application, to the District for inclusion.

If RVTA is unable to attend the onboarding meeting, a separate meeting shall be scheduled with the new employee(s) in either a group or an individual (one-on-one) session as outlined in 1.3.3.2.

1.3.3.2 RVTA Access to New Employee Orientations: The District shall provide RVTA with mandatory access to new employee orientations. In lieu of RVTA attendance at the onboarding session, the parties have agreed to hold an orientation on the day before the first teacher contract day of the school year. In the event an employee is hired after the school year begins, RVTA shall receive not less than ten (10) days' notice in advance of an onboarding meeting, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. In lieu of RVTA attendance at the onboarding meeting, the parties have agreed to hold an orientation after the school day on the third Thursday of any month in which a new employee is hired. The orientation will be held on district property and may be a group or an individual (one-on-one) session.

1.3.3.3 RVTA may use part of their time at any orientation session to present, or allow CTA endorsed vendors to present, information, products, and/or services.

1.3.3.4 RVTA will have full access to any audio / visual equipment in the orientation room.

1.3.3.5 New Hire Information Packet: The District shall include the RVTA membership application, a link for an electronic application, and a link to the RVTA / RVSD certificated contract in the new employee orientation packet.

1.3.3.6 On-line Orientation: In the event that the District implements an on-line orientation/onboarding process, RVTA agrees to provide an on-line or video presentation that the employee shall view as part of the orientation/onboarding process.

1.3.4 Grievance and Arbitration Procedure

1.3.4.1 Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be subject to the grievance provisions of Article VII Grievance Procedure of the Collective Bargaining Agreement, except as follows:

1.3.4.1.1 Definition of a "Grievant": For the purposes of this Agreement, a "Grievant" may only be RVTA. No single employee or group of employees may grieve the terms of Section 1.3, unless they are authorized representatives of RVTA and grieving on behalf of the Association.

1.4 The Association shall have the right to make use of buildings and facilities at times other than normal working hours and hours of student instruction or activity as long as the use of such buildings and facilities does not interfere with instructional activities or programs, District operations, or other previously scheduled activities. If the intended date of use is on a weekend or outside of regular school year calendar, the Association shall provide a Facilities Use Agreement Application to the Business Office.

1.5 RVTA shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members. All Association communications shall be dated and shall identify the organization responsible for their promulgation.

1.6 The Association may place mail in unit members' school and district facility mailboxes and use the District mail service, teacher mailboxes, and email for communications to members. Materials distributed in such mailboxes shall be solely for the purpose of Association business.

1.7 The District acknowledges the right of the Association to access its members during the members' non-instruction/non-duty time to include meeting with members on school sites during recess and the entirety of the unit member lunch break.

1.8 The District shall place on each regular Board meeting agenda an item for RVTA presentations and/or announcements.

ARTICLE II

DEDUCTIONS FROM PAYROLL

2.1 Payroll Deductions

2.1.1 Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, tax-deferred annuities, credit union or any other plans or programs jointly agreed upon.

2.1.2 The authorization, terms, and rescission of dues deductions agreements are internal RVTA matters. The District will process and honor the terms of dues deduction agreements for all bargaining unit members who the Association reports in writing to the District as having written authorizations.

2.1.3 Bargaining unit member requests for revocation of dues deduction authorizations must be directed to the Association. The District will rely on RVTA's decision as to whether a revocation request is effective.

2.1.4 RVTA will indemnify the District against any claims made by an employee regarding payroll deductions made based on information provided by RVTA to the District.

ARTICLE III

WAGES

3.1 Salary Increases

3.1.1 All certificated salary schedules shall receive a 6% increase in the 2026-2027 school year and a 6% increase in the 2027-2028 school year.

3.2 Initial Placement

3.2.1 The Superintendent will make the initial placement of employees on the salary schedule.

3.2.2 Initial placement will be on the step and class which can be substantiated at the time of initial placement. Transcripts and verification of experience must be submitted to the District prior to initial placement in order to receive credit for the upcoming school year.

3.3 Classes - Advancement on the Salary Schedule

3.3.1 Certificated personnel whose salaries are based on the adopted salary schedule will be classified as follows:

a. Class I - Bachelor's Degree

b. Class II - Bachelor's Degree plus 45 approved semester units

- The 45 semester units must be earned after receiving the Bachelor's Degree, and
- Of the 45 semester units earned, 22 must be upper division or graduate units.

c. Class III - Bachelor's Degree plus 60 approved semester units

- The 60 semester units must be earned after receiving the Bachelor's Degree, and
- Of the 60 semester units earned, 30 must be upper division or graduate units.

d. Class IV - Bachelor's Degree plus 75 approved semester units

- The 75 semester units must be earned after receiving the Bachelor's Degree, and
- Of the 75 semester units earned, 37 must be upper division or graduate units.

3.3.2 All units to be applied toward progression between classes on the salary schedule must be from a recognized community college, accredited four-year college or university. An employee, prior to taking coursework for advancement to the next

class, will complete an Application for Professional Development form, attach a description of the coursework that the unit member intends to pursue, and submit to his or her site principal and/or the Human Resources Director for approval.

Should a conflict arise out of not approving coursework for advancement on the salary schedule, a joint committee comprised of three (3) members appointed by the Association and two (2) members appointed by the Employer shall meet to make a final decision as to whether the class work will be accepted for advancement.

Upon completion of coursework, the employee must submit to the HR Department a transcript, grade report, or certificate indicating satisfactory completion in order to receive Professional Growth credit. When the employee's professional growth log shows she/he has acquired the requisite units to progress on the salary schedule, the unit member will move to the next class. All grade reports, transcripts, or certificates indicating satisfactory completion need to be submitted by October 1 in order to progress on the salary schedule that year. If submitted after October 1, the employee will progress on the salary schedule the following school year.

Please note that although applications and transcripts are accepted all throughout a school year, a person only progresses on the salary schedule at the beginning of a school year. For coursework to be completed over a summer that would cause progress on the salary schedule, the Application for Professional Growth needs to be submitted by June 1.

a. District-Sponsored Continuing Education (CEU) Programs shall provide participants with the equivalent of one (1) unit toward progression between classes on the salary schedule for each fifteen (15) hours of participation.

3.4 Steps - Advancement on the Salary Schedule

3.4.1 After initial placement on the Salary Schedule, an employee will advance one (1) step for each year of actual experience in the District until reaching the last step in a class. When advancing to a higher class, employees will be placed on the appropriate step to reflect years of experience.

3.4.2 Leaves of absence (except those under Article 10.1) shall not be considered "actual experience" for purposes of 3.4.1.

3.4.3 Unit members on part-time or shared contracts will be credited with a year of experience credit for step advancement at the end of one year if they have taught at least 75% of the contract work year. Unit members teaching less than 75% of a contract work year will be credited with a year of experience of step advancement at the end of two years. Substitute time is not allowable for this provision.

3.4.3.1 No more than three (3) times during employment with the District, a permanent unit member on an approved unpaid leave of absence shall be

credited with a full year of experience for purposes of step advancement at the end of any year in which the unit member has been in paid status for less than 75% of the contract work year. This credit for step advancement purposes shall not be retroactive. Substitute time is not allowable for this provision.

3.4.4 M.A., Ph.D., Ed.D, and National Board Certification Consideration

a. Holders of a Master's Degree shall receive $1,750 in addition to their base pay.

b. Holders of an Ed.D. or Ph.D. shall receive $2,000 in addition to their base pay.

c. Holders of National Board Certification shall receive $2000 in addition to their base pay.

3.5 Daily Rate of Pay

3.5.1 Daily rate of pay is determined by dividing the work year (number of days employed as set forth in, Article V) into an employee's total salary, described in Exhibit "A" Certificated Salary Schedule, for the corresponding work year.

3.6 Travel Assigned to More Than One School

3.6.1 Employees who are assigned to more than one (1) school per day shall be reimbursed for driving done between arrival at the first assigned location at the beginning of the work day and the last assigned location of said work day. The rate shall be set each school year consistent with the mileage deductible allowed by the IRS (described in income tax instructions) for the previous calendar year.

3.7 Long-term Substitutes

3.7.1 A long-term substitute shall be defined as a substitute teacher teaching more than twenty (20) consecutive days in the place of one (1) regular teacher of the District who is absent from duty on an excused day-to-day basis for an undetermined period of time. On the first through tenth day, long-term substitute receives the District's regular sub rate of pay. On day 11 through 20, the long-term substitute receives the regular sub rate of pay increased by $15.00 per day. Beginning the twenty-first (21st) day of teaching, long-term substitutes shall be placed on Class I, Step I, of the Salary Schedule and paid the per diem rate.

3.7.2 Any absence other than sick leave or bereavement leave shall constitute a break in consecutive days counted toward salary increases.

3.7.3 A contract, long-term substitute shall be defined as a substitute teacher teaching under contract for a pre-determined, long period of service of three (3) school months or more. Contract, long-term substitute teachers shall be placed on the

Salary Schedule in accordance with the salary schedule provisions and paid accordingly. A contract, long-term substitute shall receive health and welfare benefits specified under Article IV of the Agreement. Contract, long-term substitute will receive pro-rated sick & personal necessity leave for each month of employment.

3.8 Employee Tuberculosis Examination Procedure

3.8.1 Each appointee, before commencing their employment and every four (4) years thereafter, shall furnish evidence of compliance with Education Code section 49406.

3.9 Employee Fingerprint Requirement – Education Code 44830.1

3.9.1 All employees are required to be fingerprinted prior to starting service with students. Education Code section 44830.1 provides that "In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be hired by a school district in a position requiring certification qualifications…" This includes persons employed to supervise positions requiring certification qualifications.

3.9.2 "A school District shall not retain in employment" …any "probationary certificated employee serving before March 15 of the employee's second probationary year," or any temporary or substitute certificated employee, who has been convicted of a violent or serious felony.

3.9.3 A "criminal record summary" will be provided to the school district by the State Department of Justice (DOJ) upon receipt of "two fingerprint cards…together with a personal description and the fee."

3.10 Agreements for Extra Work

All extra work, compensated or uncompensated, beyond the unit member's regularly contracted duties that are anticipated to be longer than a single-incident activity, shall be agreed upon by the unit member and the responsible administrator in writing on Exhibit K**.** This shall include acknowledgement of release time, stipends, hourly pay, per diem pay and/or uncompensated duties. Examples of such extra work include, but are not limited to, report card committee, site team leader, or site council. Extra work not subject to this requirement includes, but is not limited to activities outlined in Article VI, or for serving on an interview panel and/or for substitute work during a shortage.

3.11 Curriculum Work

When curriculum work is requested by the Superintendent or designee and is performed outside of contract time, the unit member will receive their per diem rate of pay, pro-rated if less than a full day. An Extra Work Agreement form is to be completed in accordance with section 3.10 above.

The District defines curriculum work as the development of and sharing (as applicable) with grade level and/or department colleagues the specific lessons, assessment tools, pedagogical strategies and materials used to organize and teach a set of content standards in response to a district-recognized need. Curriculum work is not attending a workshop or in-service or the lesson and unit planning that teachers do as a regular part of their teaching responsibility.

3.12 Overnight Outdoor Field Trips

Unit members who participate in District sponsored and authorized overnight Outdoor Education field trips that are a part of the District curriculum shall be compensated in the amount of $300 for each night they are involved in the field trip. Qualification for compensation shall be pre-approved by the Superintendent or designee prior to the commencement of the overnight field trip.

3.13 Extended School Year (ESY) Pay

The pay for a first year ESY teacher will be $5,500. After the first year, returning ESY teachers will be paid $6,000.

3.14 Summer Camp

If a teacher has summer camp scheduled in their classroom and they are required to pack and/or unpack their classroom materials to ensure there is no damage or destruction to the materials, they shall be compensated a flat rate of $300. Such compensation shall be subject to prior review and approval with the site administrator.

3.15 Professional Development Presentations

Employees who are asked and agree to present or run sessions for professional development shall be compensated for their preparation time at the hourly contract rate for extra duties. The time allocated for the preparatory work will be mutually agreed upon prior to the commencement of the preparatory work.

3.16 Hourly Rate of Pay for Extra-Duty Assignments

Employees who are asked to perform compensated extra duties by the District shall be paid at the hourly contract rate of $55 per hour for 2026-27 and $58.50 for 2027-28.

Beginning in the 2023-24 school year and thereafter, the hourly rate shall increase by the same percentage increase applied to the salary schedules, with the total amount rounded to the nearest quarter dollar ($0.25). Whenever the salary schedules are not subject to a uniform percentage increase, the total increase to the schedule represented as a percentage shall be applied.

3.16.1 Employees shall not be required to provide assistance to students in connection with private school applications (e.g. letters of recommendation, rating sheets, etc.).

3.16.2 Unit members providing assistance for current 8th grade students, in connection with private school applications (e.g. letters of recommendation, rating sheets, etc.) shall be compensated at the rate of $15 each application, after 5 applications have been completed.

3.17 Induction mentors will be compensated a stipend of $2,500 annually.

ARTICLE IV

HEALTH AND WELFARE BENEFITS

4.1 Employee health and welfare benefits shall be available as indicated below.

4.1.1 For qualification eligibility for post retiree health benefit participation with a District contribution, a unit member must have a minimum of forty (40) years of service with the District at the time of retirement. This provision shall be effective for all retirements of active unit members beginning on or after July 1, 2010.

4.1.2 Health and Welfare Increases

4.1.2.1 The Health and Welfare allowance shall be increased for employee-only Delta Dental benefits, effective October 1, 2026 and October 1, 2027 and for employee-only Kaiser Medical effective January 1, 2027 and January 1, 2028 to cover any increases for the applicable plan year in the cost of employee-only Kaiser Medical and Delta Dental Premiums. (Exhibit F-1) Unit members shall be responsible for paying the difference in premium cost for enrollment in any alternative health plan offered by the District.

4.1.3 Pro-rated health and welfare benefits shall be available to part-time employees in an amount equal to the full-time equivalent of the employee.

4.1.4 The District shall provide unit members with an income protection plan in which all unit members must participate. (Exhibit F) Coverage shall be coordinated with eligibility for any State Teachers Retirement System allowance.

4.1.5 The District shall also provide unit members with voluntary access to a life insurance plan, which shall provide additional coverage for accidental death, a cancer insurance plan, and other insurance plans as may be mutually agreed upon by the District and the Association.

4.1.6 Any changes to any current plan providers shall be mutually agreed upon by the Association and the District.

4.1.7 Employees on Board-approved unpaid leaves of absence shall have the right to participate in the employee group health and dental plans to which they subscribe, provided the unit member pays the entire cost of the plan(s) while on leave.

4.1.8 Subject to approval by the District's insurance carrier, eligible retired employees shall have the right to participate in the employee group health and dental insurance plan(s), up to age 65 if not covered by Medicare, to which they subscribe provided the retiree pays the entire cost of the plan(s) less the District's contribution pursuant to section 4.1.1.

Retired employees 65 years of age or over may continue health and dental coverage provided insurance plans are available. The employee shall pay the entire cost of the plan(s) less the District's contribution pursuant to section 4.1.1.

4.1.9 Subject to approval by the District's insurance carrier, employees whose positions have been eliminated by a reduction in force action shall be continued as a part of the health and dental plan(s) to which they subscribe for two (2) months following termination. Then COBRA rules apply.

4.1.10 Health and welfare benefit allocations may not be paid in full or in part in the form of wages in lieu of insurance coverage except for those employees whose cash-in-lieu has been grandfathered in. If not used, allocations will revert back to the District general fund budget.

4.1.11 Employees who provide proof of alternative health coverage and employees whose chosen programs do not cost the full amount of the employee's entitlement as set forth in section 4.1.1 above may exercise options within the Section 125 Benefit Plan.

4.1.12 Employees who give notice of termination from the District during the school year, and complete that school year, shall be provided health and welfare benefits for the twelve (12) months of the employee's contract year.

4.1.13 Medicare

The District shall contribute to Medicare for eligible employees.

4.1.14 Cash In-Lieu Health Benefits

4.1.14.1 New employees hired after January 1, 2001 are ineligible for cash in lieu.

4.1.14.2 For unit members hired prior to January 1, 2001 and eligible for cash in lieu, the maximum annual cash in lieu amount is $3,550 (prorated if less than full time) if the unit member does not elect any health and welfare benefits.

4.1.15 Domestic Partner Coverage

Employees' domestic partners and their dependents shall be eligible for medical and dental benefits on the same terms as employee's spouses and their dependents. Domestic partners of retirees are not covered unless the domestic partnership commenced prior to the retirement. The domestic partner benefit shall be available only to the extent that District medical and dental plan providers agree to make it available. The District shall not be responsible to obtain additional medical or dental insurance carriers solely for the purpose of offering domestic partner benefits. The provision of benefits to the domestic partners shall be on the following terms and conditions:

Definition

Domestic partners are two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. A domestic partnership may be established between two persons regardless of their gender.

Criteria

1. A domestic partnership exists when all of the following occur:

    a. Both persons have a common residence.
    b. Both persons agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
    c. Neither person is married nor a member of another domestic partnership.
    d. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
    e. Both persons are at least 18 years of age.
    f. Both persons are capable of consenting to the domestic partnership.
    g. Both persons have filed a Declaration of Domestic Partnership (Exhibit H) with the Ross Valley School District.
    h. It has been at least twelve months since either of the two parties has filed a Notice of Termination of Domestic Partnership (Exhibit I) with the Ross Valley School District. This prohibition does not apply if the previous domestic partnership ended because one of the partners died or married.
    i. The two parties agree to notify the Ross Valley School District Human Resource Office if there is a change in the circumstances attested to in the Declaration of Domestic Partnership or if the domestic partnership is terminated.

2. A domestic partnership shall terminate when any of the following occurs:

    a. One partner gives or sends the other partner a written notice by certified mail that they are terminating the partnership.
    b. One of the domestic partners dies.
    c. One of the domestic partners marries.
    d. The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health related requirements shall not constitute the cessation of a common residence.

Registration of Domestic Partnership

Two persons desiring to become domestic partners shall file the appropriate Declaration of Domestic Partnership as follows:

    a. Two persons who are either (1) of the same sex of any age or (2) of opposite sexes with <u>both persons being over the age of 62</u> shall complete

and file a Declaration of Domestic Partnership with the California Secretary of State on the form prepared by the Secretary of State. A copy of this form shall be filed with the Ross Valley School District Human Resource Office.

b. Two persons who are of opposite sexes if either person is age 62 or under shall complete and file a Declaration of Domestic Partnership on the form prepared by the Ross Valley School District.

Termination of Domestic Partnership

Upon termination of the domestic partnership, the employee shall notify the District by filing the appropriate Notice of Termination of Domestic Partnership as follows:

a. Two persons who are either (1) of the same sex or (2) of opposite sexes if both persons are over the age of 62 shall complete and file a Notice of Termination of Domestic Partnership with the California Secretary of State on the form prepared by the Secretary of State. A copy of this form shall be filed with the Ross Valley School District Human Resource Office.

b. Two persons who are of opposite sexes if either person is age 62 or under shall complete and file a Notice of Termination of Domestic Partnership on the form prepared by Ross Valley District.

All benefits provided by this section shall cease as of the last day of the month following the receipt of the Notice of Termination of Domestic Partnership.

Within 30 days, the employee shall notify the District of the end of the Domestic Partnership. If the District suffers any loss as a result of the employee's failure to file the notice, the employee shall be liable to the District for actual loss for the failure to receive notice that the domestic partnership has been terminated.

Application and Terms

In order to receive any benefit provided for by this Section, an employee and his or her domestic partner shall complete, have notarized and file with the District a Declaration of Domestic Partnership as specified.

The employee shall also file with the District a signed Statement of Financial Liability indicating that the employee agrees that they may be required to reimburse the District and/or the District's designated health services plan for any expenditures made by the District and/or the District's designated health plan services for medical claims, processing fees, administrative charges, costs, and attorneys fees on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent. The

Statement shall further indicate that the employee agrees to indemnify the District for any loss the District suffers as a result of the employee's failure to file the Notice of Termination of the Domestic Partnership.

Employer-paid health care coverage for the domestic partner and dependents is considered taxable income to the employee unless the domestic partner is a dependent as that term is defined by Section 152(a) of the Internal Revenue Code. This benefit coverage is subject to federal income tax and must be reported as imputed income on the employee's Form W-2. The District must pay FICA and FUTA taxes on these amounts and ensure adequate withholding.

The non-employee domestic partner does not have rights to continuing coverage under federal law through COBRA or under any state law.

The District shall be indemnified by the employee against any legal action pursued by another party under community property or contract or family laws which arises in connection with the employee's use of this provision.

ARTICLE V

WORK YEAR

5.1 Effective July 1, 2026, the unit members' work year shall consist of 187 work days, with the exception of School Nurse, School Psychologist, Behavior Program Coordinator, and Counseling Coordinator, whose work year shall consist of 197 work days. Four (4) of these work days will be designated as unit member-directed non-instructional days for the purposes of planning, preparation, and record keeping, one of which may have up to three (3) hours of district-directed staff meeting time. Attendance at professional development day programs is required for full-time and part-time employees, unless the employee is absent on sick leave. Professional development days are to be paid at per diem rate of pay.

5.2 In the event that emergency conditions force the closing of schools and instructional days are thereby reduced to a total below the minimum required by law, the Board shall consult with employees on the specific dates to be employed for instruction in order to bring the total number of instructional days up to the minimum required by law. Except for this contingency, the work year shall not be altered except by mutual consent in writing of the parties.

5.3 Staff Development Days, under the School Based Coordination Program, are to be approved by the Board of Trustees at a regularly scheduled meeting. These Staff Development Days are contingent on approval by the State Department of Education. Attendance at Staff Development Day programs is required for full-time and part-time employees, unless the employee is absent on sick leave. Staff Development Days are to be paid at per diem rate of pay.

ARTICLE VI

HOURS OF EMPLOYMENT

6.1 The employee shall be on duty at the school at least thirty (30) minutes prior to the beginning of the first student period. If assigned a pre-period, the employee must arrive 30 minutes prior to the pre-period.

6.2 Kindergarten teachers shall have the same school hours as other teachers in their school.

6.3 Middle school teachers shall have one (1) unassigned instructional period per day, or its full duration equivalent within a block schedule cycle set aside for planning.

6.4 Elementary classroom teachers shall be afforded no less than 190 minutes per five day week of time set aside for preparation and planning provided in segments of no less than thirty (30) minutes.

6.5 Elementary Special Education teachers (SDC) shall be afforded up to eight (8) full sub release days per year for purposes of preparation and planning to be scheduled in coordination with the site administrator. Elementary Special Education RSP teachers shall be afforded up to eight (8) service free days. These days shall be scheduled in coordination with the site administrator, provided they do not result in any reduction in any required services minutes for students.

6.6 Elementary Art and Music teachers shall be provided no less than 190 minutes per five day week of time set aside for preparation and planning, inclusive of all unassigned time of at least 10 minutes in length (pro-rated for less than full time). At least four blocks of preparation and planning time per week shall be at least 30 minutes in length.

6.7 Elementary PE teachers shall be provided no less than 190 minutes per five day week of time set aside for preparation and planning, inclusive of all unassigned time of at least 10 minutes in length (pro-rated for less than full time).

6.8 Each Elementary Art and Music class shall be no less than 30 minutes in length.

6.9 Elementary Art and Music classes shall be scheduled with a minimum of 5 minutes passing time between back to back classes.

6.10 Every unit member shall be entitled to one duty-free lunch period per day of not less than thirty (30) consecutive minutes. Each unit member shall also be allowed two (2) relief periods (recesses) each day even when serving on yard duty. Yard duty will not exceed 15 minutes per day for Elementary unit members. A preparation period is considered a relief period.

6.11 The unit member shall attend one faculty meeting each week if scheduled by the principal, and the employee shall be provided with an agenda prior to such meetings. Unit members may be permitted to place items on the agenda. On Wednesdays, unit

members shall be required to attend school staff meetings, if a meeting is called. These meetings may include minimum day in-service, faculty meetings and other meetings as prescribed by the administrator in charge. In the first and third trimesters, elementary unit members shall receive two (2) full early release Wednesdays in lieu of staff meeting time, preceding issuance of report cards. Unit members shall not be released from weekly faculty meetings on any week during which a non-instructional, teacher work day is scheduled.

6.11.1 Elementary school staff meetings on Wednesdays will begin thirty minutes (30) after the dismissal bell, and not exceed two (2) hours in duration.

6.11.2 Middle school staff meetings on Wednesdays will begin twenty-five (25) minutes after the dismissal bell, and not exceed two (2) hours in duration, and end no later than 4:45pm.

6.11.3 For district-wide grade-level meetings, unit members will be released by 4:30pm.

6.11.4 On teacher directed collaboration days, unit members may leave campus by 4:00pm. On report card and progress report prep Wednesdays, unit members may elect to work remotely.

6.12 Planning and preparation time shall be used for planning, preparation, and conferencing with parents, pupils and other teachers or administrators.

6.13 Unit members shall participate in student extra-curricular activities, on a voluntary basis, such as student dances, music performances, athletic events, etc. If there are no volunteers, the principal will appoint staff members. In no event shall a unit member be required to participate in more than two (2) extra-curricular assignments per year. It shall be the responsibility of the principal to allocate assignments in an equitable manner.

6.13.1 If a unit member is appointed by the principal or other administrators to present at a Board of Trustees meeting, curate an art exhibit, or host a music concerts outside of their regular contracted hours, the unit member will be paid for up to two (2) hours at the hourly rate.

6.13.2 Art teachers responsible for creating more than one Open House art exhibit will be paid two (2) hours at the hourly rate of pay for the additional Open House(s), as well as their hourly rate of pay for up to two (2) hours for preparation time.

6.14 Unit members shall participate in duties as assigned by the principal, including the following evening activities: "Back to School Night" and "Open House." Back to School Night shall not exceed 90 minutes for elementary schools and 120 minutes for middle school. Open House shall not exceed 60 minutes for elementary schools and 90 minutes for middle school. In addition, TK, Kindergarten, and 6th grade teachers are required to attend an evening "Parent Orientation" for which they will receive the hourly rate of pay pursuant to Article 3.16 per hour for the number of hours of attendance. If this event is expanded to all grade levels, up to one teacher from each grade level, as assigned by the principal, shall be required to attend for which they will receive the hourly rate of pay

pursuant to Article 3.16 per hour for the number of hours of attendance. The District shall make every effort to schedule Open House on a minimum day so unit members will have a greater opportunity to prepare information and materials for meeting parents. The unit member has the obligation to participate in meetings including but not limited to, parent-teacher conferences, principal–teacher conferences, 504 meetings, IEP meetings, and curriculum work.

6.15 During the hours of employment, unit members shall perform those duties normally associated with certificated employees as assigned by the principal. To the extent possible, each site will set aside one or more days per month for IEP meetings. Certificated staff will be released from class during contract time to attend such meetings. Every effort will be made to schedule IEP meetings and 504 meetings during the school day. However, if parent, teacher, or service provider scheduling requires an after school meeting, a seven (7) calendar day advance notice will be given to all participants in the absence of exigent circumstances. If an IEP, 504 or other meeting is scheduled before or after school, the unit member may submit a time card for up to one (1) hour at the hourly rate of pay, pro-rated for attendance of less than a full hour.

6.16 There shall be a minimum day one (1) day per week to allow time after students are dismissed for working on such topics as planning, professional growth, curriculum planning and scheduling. Seven (7) Wednesdays per school year shall be scheduled for teacher determined use that will consist of collaboration with one or more colleagues. One (1) additional Wednesday per school year shall be scheduled for data analysis as determined by the principal in collaboration with the site's teacher leadership team.

6.17 Each school teacher in grades TK-8 shall have the equivalent of ten (10) minimum days designated as parent conference days.

6.18 Hours of employment for part-time unit members shall be assigned by the Human Resources Director after consultation with the unit member and the principal and duties shall be pro-rated.

6.19 As long as the District funds classified positions, known as P.E. Specialists, it shall provide substitutes for P.E. Specialists when absent in order for classroom teachers to be provided preparation time.

6.20 If a TK-8th grade substitute is unavailable:

6.20.1 Another teacher may voluntarily cover the class during their preparation time and be paid their pro-rated per diem rate of pay.

6.20.2 A part-time or job share teacher may substitute during non-contract time and be paid their pro-rated per diem rate of pay. If a job share teacher substitutes for their partner teacher, then the pay is per diem (pro rated if not a full day).

6.20.3 If a teacher takes another teacher's students in addition to their own class, the teacher will receive the hourly rate of pay pursuant to Article 3.16 per hour for the

number of hours the class is with them. This applies when taking at least seven (7) of the students in a teacher's class.

6.21 During parent-teacher conference days all unit members shall maintain their regular workday and professional responsibilities. Any modifications to schedules shall be established by the Site Administrator in consultation with affected employees.

ARTICLE VII

GRIEVANCE PROCEDURE

7.1 Informal Process – An attempt to resolve the grievance through informal conferences between the concerned parties will be made within fifteen (15) days of the alleged grievance. If the matter is not settled by the immediate supervisor, the grievant may proceed with the formal process. Every reasonable effort shall be made to resolve the matter quickly, and all procedures shall be kept as confidential as possible.

7.2 Formal Process – The grievant shall complete the informal process before undertaking the formal steps listed in the following sections. All documents, communications and records dealing with the processing of a formal grievance shall be kept confidential and placed in a grievant's separate file for two (2) years and then destroyed.

7.3 Step I

7.3.1 Immediate Supervisor – Any unit member who wishes to follow the formal process shall present the grievance on the prescribed form to their supervisor and other parties involved within fifteen (15) days following the act or stated conditions which appears to be the basis of the complaint. The supervisor shall investigate the details of the grievance and confer with the grievant within fifteen (15) days. The parties shall attempt to resolve the matter amicably. The decision of the supervisor shall be communicated in writing on the prescribed form to the grievant and other parties involved within fifteen (15) days following the conference.

7.4 Step II

7.4.1 Superintendent – The grievant may appeal the Step I decision to the Superintendent within fifteen (15) days after receiving the written decision from the supervisor. The grievant shall use the prescribed form and state the reason for the appeal, and attach the Step I grievance and decision, if any. The Superintendent will meet with the grievant within fifteen (15) days after the receipt of the appeal to review all factors related to the grievance. The Superintendent shall communicate their decision to the grievant in writing on the prescribed form within fifteen (15) days after meeting with the grievant, with a copy of the decision to each party directly involved.

7.5 Step III

7.5.1 Request for Arbitration - In the event the grievant is not satisfied with the decision at Level II, the unit member may, within fifteen (15) days after receipt of the decision from the Superintendent, or their designee, request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the grievant, may submit the grievance to arbitration. Notice to the

Superintendent shall include a clear, concise written statement of the reasons for submission to arbitration, copies of Step I and Step II documents, and a statement of the specific remedy sought. If not submitted by the Association, the decision at Level II shall become final.

7.5.2 The parties shall select a mutually acceptable arbitrator. In the event they are unable to agree on an arbitrator within fifteen (15) days of the Association's submission of the grievance to arbitration, the arbitrator shall be selected from a list submitted by the California State Mediation and Conciliation Service.

7.5.3 If the grievant and the Superintendent cannot agree on the arbitrator from the list, each party shall alternately strike names until only one name remains.

7.5.4 The arbitrator shall conduct a hearing at which both parties may present evidence. Within forty-five (45) days after concluding the hearing, the arbitrator shall prepare a report listing the issues, the pertinent facts found at the hearing, and a recommendation for resolution. This advisory report shall be sent to the Board of Trustees with copies to the grievant, the Association, and the Superintendent. The cost of the arbitration shall be borne equally by the parties.

7.6 Step IV

7.6.1 Board of Trustees - If, after reviewing the arbitrator's report, the matter is not resolved to the satisfaction of both parties, the matter shall be referred to the Board of Trustees within fifteen (15) days after receiving the arbitrator's report.

7.6.2 Upon receipt of the appeal, together with the documents presented at the lower levels of the grievance, the Board of Trustees shall consider the grievance. The decision of the Board shall be based solely on the written documents.

7.6.3 The decision shall be rendered no later than the next regular Board of Trustees meeting which is scheduled at least twenty (20) days subsequent to the Board of Trustees' receipt of the arbitrator's report.

7.6.4 The decision of the Board of Trustees shall be binding, except that no rights of the grievant to further legal action shall be abrogated.

7.7 General Provisions

7.7.1 No reprisals of any kind will be taken by the Superintendent or any member or representative of the administration or the Board against participants in the grievance procedure by reason of such participation.

7.7.2 All proceedings under this Article shall remain confidential.

7.7.3 Grievance documents and records will be filed in a separate grievance file in the Human Resources Department. The aggrieved or a representative of the

Association having the aggrieved person's written authorization, shall be permitted to examine and/or obtain copies of materials in such grievance file.

7.7.4 A decision rendered at any step in these procedures becomes final and binding upon all parties unless appealed within the time limit specified. If a decision is not given within the time limit, an appeal may be taken directly to the next level.

7.7.5 The specified time limits for any step within this procedure may be altered by mutual agreement in writing between the parties.

7.7.6 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits may be modified so that the procedure may be completed prior to the end of the school year or at such time which is mutually agreed upon.

7.7.7 Either party may be accompanied by a representative of their choosing at any level of this procedure.

ARTICLE VIII

EMPLOYEE TRANSFERS

8.1 A transfer is a move from one district school to another district school. A reassignment is a move from one certificated position to another certificated position at the same school. A reassignment or transfer may be employee initiated (voluntary) or Superintendent initiated (involuntary).

8.2 In the event of a reassignment, retirement, dismissal, death or leave of absence of an employee, and the determination by the Superintendent that the position shall be filled, then a vacancy shall be deemed to exist. The provision of the Class Size Article shall not be superseded by the provisions of this paragraph.

8.3 Transfer will be based primarily on the needs of the total educational program, including, but not limited to, the following criteria as determined by the Superintendent:

8.3.1 Appropriate certification

8.3.2 Academic preparation and/or interest for classes under consideration

8.3.3 Past teaching experience

8.3.4 Volunteers for vacant positions

8.3.5 Suitability of teaching style to the age of the children

8.3.6 Prior history of unit member transfer

When all other criteria are met, seniority shall prevail in that the least senior employee shall be chosen to transfer involuntarily.

8.4 District-Initiated Transfer (Involuntary)

The District may initiate a transfer based upon District and school program needs as determined by the Superintendent. The Superintendent will confer, by appointment, with the employee being considered for transfer, after school hours, and they will be given reasons for the transfer. At the meeting, the employee being involuntarily transferred will have the opportunity to plead their case before the Superintendent, Human Resources Director, Principal, and a teacher representative of the employee's choice. The decision of the Superintendent shall be final. Upon request of the employee, written notification of the reasons for the involuntary transfer will be given.

8.5 Employee-Initiated Transfer or Reassignment (Voluntary)

8.5.1 To Another School or Grade/Subject Area for the Next School Year

During the first work week in January, the Human Resources Department will issue a staffing questionnaire that is due back by February 1. Employees may mark their interest in a transfer to another school or a reassignment to another grade or subject area for the next school year and shall state their reason(s) for the transfer or reassignment.

8.5.2 To a Vacant Position

Vacancies that become available shall be posted on the employees' designated bulletin board in each school and emailed to all unit members at their school email address, once all reassignments are completed at the affected site. Within ten (10) working days after posting of a vacancy, employees desiring transfer or reassignment shall complete the in-house application requirements and submit by the posting deadline. If two (2) or more equally qualified unit members apply for the vacancy, the unit member with the greatest seniority shall receive the transfer or reassignment if the position is filled by a unit member.

8.5.3 If a unit member's request for a voluntary transfer or reassignment is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting the unit member may request and shall receive written reasons for the denial.

A transfer or reassignment request shall not be denied arbitrarily, capriciously, or without basis in fact.

8.5.4 Whenever a unit member requests a voluntary transfer or reassignment, whether or not the transfer or reassignment is granted, there shall be no repercussions suffered by that unit member.

8.5.5 During the summer, unit members requesting notification of vacancies-shall be notified via email at the unit members' district-issued email accounts. Notification will be provided by United States mail or personal email address if requested.

8.5.6 Other Requests

An employee may submit a request for a transfer to the Superintendent at any time, whether or not a vacancy exists. This request will be considered when vacancies occur during the current and the following school year.

8.6 District Support for District-Initiated Transfers and Reassignments

8.6.1 In the event of an involuntary transfer or involuntary reassignment, release time of up to two (2) days shall be available, if requested, for observation at the new

school or grade level/subject area or for consultation/planning time with a teacher, grade level team or department, principal, "teacher advisor," or "peer facilitator." If requested, release time shall be taken within the first twelve months of the transfer or reassignment.

8.6.2 In the case of an involuntary transfer or reassignment to a new curriculum area or grade level, the employee or the District, on behalf of the employee, may request release time for retraining. The employee shall receive 5 days of substitute pay for courses taken during non-contract time. Such classes must meet with the approval of the employee's site principal.

8.7 Each employee shall be given written notice of the next year's proposed assignment prior to the beginning of the school year, or as soon as administratively practicable. Such notice shall specify the building, room, grade, and/or subject area to which the employee will be assigned. If any change occurs during the summer, the employee will be informed by certified United States mail as early as possible.

8.8 The filing of a request for transfer or reassignment is without prejudice to the teacher. It does not jeopardize his or her present assignment. A request may be withdrawn at any time prior to official confirmation that the transfer or reassignment has been granted.

8.9 An employee returning from leave shall be afforded all rights provided under this section.

8.10 An Association appointed representative shall be entitled to meet with the Superintendent concerning involuntary transfers.

ARTICLE IX

CLASS SIZE

9.1 The District shall attempt to maintain regular class size at or under 27 pupils in grades 4-8.

9.2 The District shall attempt to equalize the pupil per teacher load in the intermediate school, with the exception of physical education classes and remedial classes.

9.3 For purposes of computing class size, mainstreamed students shall count as one (1) pupil if the combined time of all special education mainstreamed students in one class exceeds 49% of a regular school day. Special education students who are also mainstreamed shall count as one pupil assigned to special education classes. Time will be computed on a weekly basis.

9.4 Consistent with Grade Span Adjustment legislation, the school site average maximum class size in grades K – 3 shall be 24:1. This maximum shall revert to thirty (30) if the Grade Span Adjustment legislation is revised or rescinded. The class size and student to adult ratio for TK shall be consistent with applicable law.

9.5 Class Size

K-3	24
4-5	28
6-8	30
PE 6-8	37

Where the number of students in a K through third grade class exceeds twenty-four (24), fourth through fifth grade class exceeds twenty-eight (28), and/or sixth through eighth grade class exceeds thirty (30), and/or sixth through eighth Physical Education class exceeds thirty-seven (37) students, the administration shall discuss with the involved teacher**s** ways to alleviate problems related to the size of the class and shall take action after ten (10) school days by schedule modification, utilization of other professional personnel, employment of certificated personnel, or stipend remedy as in 9.7. Class size shall not exceed three (3) students beyond maximum class size including when stipend remedy is utilized.

9.6 In the event of a combination class in grades K-3 or a 3-4 combination, the combination class will not exceed twenty-two (22) students. In the event of a grade 4-5 combination class, the combination class will not exceed twenty-six (26) students.

9.7 Stipend Remedy

9.7.1 The stipend remedy shall be calculated according to the following formula:

Step 10/Class IV ÷ class size maximum for grade level ÷ # student contact days = amount per student per day.

Example: $95,833 ÷ 24 ÷ 172 = $23.22/day each student is enrolled M-F.

9.7.2 If other actions to alleviate the class size problem are not implemented as set forth in 9.5, as a result of an elementary (TK-5) class exceeding the above-referenced enrollment numbers, affected elementary music and/or art teachers shall be paid the per student per day rate as outlined in 9.7.1.

9.7.3 If other actions to alleviate the class size problem are not implemented as set forth in 9.5 when any middle school class size, with the exception of 1.) music elective classes and 2.) leveled math classes pursuant to department and site administration agreement, exceeds the applicable enrollment number specified in 9.5 or as otherwise agreed to by RVTA, the affected unit member shall be paid the following stipend:

Step 10/Class IV ÷ class size maximum for grade level ÷ # student enrollment days ÷ maximum number of sections in a day = amount per student per day.

Example: $95,833 ÷ 30 ÷ 172 ÷ 5 = $3.71 per day each student is enrolled M-F.

9.7.4 The Service Provider stipend remedy shall be:

Student's weekly service minutes divided by 60 (minutes X unit member's hourly per diem.

Example: 220 minutes ÷ 60 x unit member hourly per diem = stipend

9.8 Effective July 1, 2023, the District shall pay a stipend of $3,000 for teaching an elementary general education combination class.

9.9 Education Specialist (SDC) Class Size

Special Day Class (SDC) teachers shall maintain a maximum caseload of fourteen (14) students.

9.10 Education Specialist (RSP) Caseload

9.10.1 RSP Teachers shall maintain a maximum caseload of twenty-eight (28) students.

9.10.2 When a caseload exceeds the limits established in this Article, the District, affected unit member, and RVTA shall meet within ten (10) workdays of identification of the overage to review program needs, site capacity, service minutes, workload, and related factors and utilize the service provider stipend remedy in 9.7.4.

9.11 School Counselors and School Social Workers

Non-counseling duties and Tier 1 instruction shall not be assigned in a manner that substantially interferes with ERMHS delivery, crisis response, or other legally mandated services.

9.12 Speech and Language Pathologists

9.12.1 The maximum caseload for Speech and Language Pathologists shall be as provided in Education Code 56363.3, with no caseload to exceed fifty five (55).

9.12.2 The maximum caseload for Speech and Language Pathologists providing services exclusively to students ages 3 through 5, as stated in Education Code 56441.11 or 56026 shall not exceed forty (40).

9.12.3 For Speech and Language Pathologists providing services to both preschool (ages 3 through 5) and school age students, the maximum caseload shall be prorated by percentage of students in each category.

9.13 School Psychologists

The District and the Association recognize that assessment workload is driven by legally mandated timelines and requires proactive planning. Workload planning shall occur in advance to assessment demands and staffing needs.

ARTICLE X

LEAVES

10.1 The benefits provided employees by Sections 44962 through 44985, 44800 and 44801 of the Education Code are incorporated into this Agreement except as supplemented in the Article.

10.2 Sick Leave

10.2.1 Each full time employee shall be entitled to 10 days of paid sick leave each school year, including summer school.

10.2.2 This sick leave may be used on the first assigned work day.

10.2.3 Unused sick leave shall accrue from school year to school year.

10.2.4 No later than October 1, each employee shall receive a written statement of their sick leave allotment credit and of their sick leave entitlement for the school year. An employee may use their credited sick leave at any time during the school year.

10.2.5 Should an employee resign or retire, their total accumulated sick leave as otherwise set forth in this document may be used in any one of the following ways:

a. It may be transferred to another public employer in the State of California as provided under strict provisions of law.

b. It may be credited to the employee's STRS account.

10.2.6 Employees who work less than full time shall receive sick leave in the proportion that their work week bears to a full time work week for a full-time employee in a comparable position.

10.2.7 The Superintendent may require a physician's verification of illness of any employee who has been on sick leave for six (6) or more consecutive days.

10.2.8 The Superintendent may require a physician's verification that the employee is physically fit to return to duty may be required of any employee who has been absent from duty for six (6) consecutive work days prior to payment.

10.2.9 A full-time unit member may use up to six (6) days of accrued and available sick leave annually to attend to an illness of a child, parent, or spouse. This use shall be subject to the same conditions and restrictions that apply to the unit member's use of sick leave for their own illness. This sick leave entitlement shall not extend the maximum period of leave to which the employee is entitled under Government Code section 12945.2 or the Family Medical Leave Act.

10.3 Maternity Disability Leave

10.3.1 A female employee is entitled to leave for disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom for the period of time determined by the employee and her physician. During her period of disability, the employee may collect first her current year's sick leave, then her accumulated sick leave followed by up to five school months of differential pay with the recommendation of her physician. An employee on maternity leave will not start using her 12-week period of paid or unpaid family care leave entitlement until after her disability period has ended. The District may, however, count prenatal care visits against the employee's family and medical leave entitlement. An employee shall give notice to the District of pregnancy as soon as possible, but not less than thirty (30) days prior to the expected birth of the child. An employee may continue to work until such time as she and her physician deem that her physical inability to perform her duties requires the commencement of maternity disability leave.

10.3.2 The District shall not, because of an employee's pregnancy:

a. discharge her from employment;

b. bar her from training programs leading to employment, reassignment, or promotion; or

c. discriminate against her in compensation or in terms, conditions or privileges of employment.

10.3.3 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health insurance and sick leave plan as soon as the contracted carrier makes this coverage available. Such disabilities shall be treated in all respects on the same terms and conditions applied to other temporary disabilities.

10.4 Leave Without Pay for Child-Bearing Preparation and Child Rearing

10.4.1 Leave without pay may be granted to an employee for preparation for childbirth and for child rearing immediately following birth, adoption, or foster care placement of a child beyond the employee's entitlement to maternity disability leave and family care and medical leave, if any. If the employee is eligible for family care and medical leave, such leave will be taken concurrently with the leave without pay under this section.

10.4.2 Where such leaves are taken concurrently, the employee will continue to participate in any group health care benefits plan under the same terms and conditions, including any necessary co-payments, by which the employee was enrolled prior to the first day of the leave. After an employee's entitlement to family care and medical leave has been exhausted, the employee granted leave

without pay shall be entitled to continue to receive health and welfare benefits provided the employee pays the premium.

10.4.3 The employee shall request such leave as soon as practicable, but no less than thirty (30) days prior to the date on which the leave is to begin for the foreseeable birth, adoption, or foster care placement of a child. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.

10.4.4 Where the duration of the leave requested exceeds the employee's entitlement under the family care and medical leave acts, the Superintendent shall have the discretion to determine the duration of the leave in consideration of the scheduling and replacement problems of the District. The duration of the combined leaves shall consist of no more than twelve (12) consecutive months and shall terminate no later than June 30 in the last school year in which such leave is taken. An extension of leave may be granted, not to exceed an additional twelve (12) consecutive months.

10.5 Extended Illness and Accident Leave

10.5.1 If an employee has utilized all of their accumulated sick leave and is still absent from their duties on account of illness or accident, the unit member may borrow 10 days of paid sick leave from the following year. In turn, the employee shall agree in writing to repay upon resignation or within 2 years, whichever is sooner, any monies owed the Board as a result of there being at that time an excess of used sick leave days over the earned sick leave days.

10.5.2 After all earned leave as set forth in paragraph 10.5.1 is exhausted, additional non-accumulated leave shall be available to provide for an extended illness and accident leave period. During this period, the employee shall be paid the difference between the pay of the substitute or the amount that would have been paid the substitute (if no substitute is employed) and the employee's daily rate of pay. The maximum length of differential pay leave shall be five (5) months.

10.6 Industrial Accident or Illness Leave

10.6.1 Employees will be entitled to industrial accident leave according to the provisions of Education Code Section 44984 for illness or injury which has qualified for workers compensation under the provisions of the State Compensation Insurance Fund.

10.6.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident. When an industrial accident or illness extends into the next fiscal year, the employee shall be entitled to use only the amount of unused leave remaining.

10.6.3 The sixty (60) day leave benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave from the sick leave allotment of a teacher who is absent as the result of an industrial accident or illness. Should the employee be unable to return to work following the sixty (60) days, sick leave benefits may then be utilized.

10.6.4 The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

10.6.5 A teacher shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work at such time the unit member and their physician agree that there has been such a recovery.

10.6.6 For any days of absence from duty as a result of the same industrial accident, the employee shall receive their full salary and shall endorse to the District any wage loss benefit checks from the State Compensation Insurance Fund.

10.6.7 If the employee fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.

10.7 Personal Necessity Leave

10.7.1 Any employee may use a maximum of ten (10) days of sick leave of absence per school year for personal necessity.

10.7.2 Personal Necessity Leave may be used for matters of personal importance.

10.7.3 Whenever possible, the teacher will give the site administrator advance notice, except for leave taken for the following reasons:

a. death or serious illness of immediate family-spouse, child, parent, sibling
b. accident
c. matters of personal importance

10.7.4 Personal Necessity may not be used as vacation.

10.8 Bereavement Leave

10.8.1 Unit members are entitled to a leave of absence not to exceed three (3) days, or five (5) days if travel of more than five hundred (500) miles one way or out of state is required, on account of the death of any member of the unit member's immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the Governing Board of the District. Members of

the immediate family mean the mother, mother-in-law, father, father-in-law, stepmother, stepfather, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, registered domestic partner, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, or sister of the unit member, or any others living in the immediate household of the employee. Bereavement leave for any other person requires approval of the unit member's immediate supervisor.

10.9 Judicial Leave

10.9.1 The Board shall grant a leave of absence with pay to an employee who is called to appear in court as a juror or subpoenaed witness on behalf of the district. Pay for the above leave shall not exceed fifteen (15) days. Any remuneration for such appearance will be returned to the District.

10.9.2 Note: If an employee is subpoenaed by another party on district business, the unit member is entitled to a witness fee. If the employee is on paid time, the witness fee should be requested.

10.10 Association Leave

10.10.1 A cumulative total of no more than seven (7) days of release time shall be granted to elected officials of the Association to perform Association business and for processing grievances. Officials desiring to take Association leave shall give written notice to the Superintendent no later than three (3) calendar days preceding the date(s) of absence.

10.10.2 The Association shall reimburse the District for substitute's pay.

10.11 Uncompensated Leave

10.11.1 Short-Term Uncompensated Leave

10.11.1.1 At the discretion of the Board of Trustees, an employee may be granted a short-term uncompensated leave during the school year. He/she shall receive no compensation during such leave. The employee shall submit a written request for the Board of Trustees to secure advance permission for short-term uncompensated leave.

10.11.2 Long-Term Uncompensated Leave

10.11.2.1 At the discretion of the Board of Trustees, an employee may be granted a leave of absence for up to one year. The employee shall submit a written request to the Board of Trustees to secure advance permission for the initial leave period. Any extension of the initial leave period is subject to the Superintendent's recommendation and the Board's approval. There shall be no compensation for such leave and no salary increment shall accrue during it. However, if

an employee has obtained prior approval from the Superintendent for teaching elsewhere, appropriate salary increment shall accrue. An employee shall be entitled to continue to receive health and welfare benefits provided the unit member prepays the premiums.

10.11.2.2 Employees granted such leaves of absence shall notify the District Superintendent prior to February 1 of the year during which the leave is being taken, that the employee will return for duty the ensuing school year.

10.11.2.3 If not notified, it is assumed the employee will not return and the employee will not be guaranteed an assignment.

10.11.2.4 For information on leave without pay for child-bearing preparation and child-rearing, see Article X, Section 10.4

10.12 Family Care and Medical Leave – See Exhibits D and E.

10.13 Parental Leave

10.13.1 Unit members shall be afforded up to twelve (12) work weeks of parental leave for the purpose of bonding with a newborn or newly placed adoptive or foster child as follows:

10.13.1.1 To be eligible for parental leave, a unit member must have worked for the District for at least twelve (12) months immediately prior to the period of leave, however, a unit member is not required to have 1,250 hours of service with the District during the immediately preceding twelve-month period in order to be eligible for parental leave under section 10.13.

10.13.1.2 If a unit member seeks to take parental leave and has not exhausted all available sick leave, they may apply available sick leave for parental leave purposes. When the unit member has exhausted all available sick leave, and continues to be absent from their duties on account of parental leave the unit member shall receive differential pay, calculated and paid as the difference between the cost of a substitute (whether hired or not) and the unit member's per diem rate of pay, or 50% of the unit member's per diem rate of pay, whichever is greater, for the remaining portion of the twelve (12) work weeks of parental leave.

10.13.1.3 During these twelve (12) work weeks, unit member benefits shall continue in the same manner as if the unit member were still at work.

10.13.1.4 Parental leave under section 10.13 shall run concurrently with CFRA leave**.**

10.13.1.5 These twelve (12) weeks of leave may be taken intermittently and may be taken in less than two (2) weeks increments at least twice, and more upon agreement between the unit member and the District.

10.13.1.6 Requests for parental leave shall be made at least thirty (30) days prior to the commencement of the leave except when impracticable as a result of emergencies or reasonably unforeseen circumstances.

10.13.1.7 Nothing in this section shall be interpreted to prohibit an employee who does not wish to exhaust their sick leave from requesting and receiving up to twelve (12) weeks of unpaid leave for child bonding purposes under applicable Family Care Leave provisions, so long as the employee qualifies for such leave.

10.13.1.8 Parental leave must be used within the first twelve (12) months following the birth or placement of the child.

10.13.1.9 This section shall be construed as reflective of existing law and shall not be construed as expanding or otherwise limiting unit member rights under applicable state or federal law.

10.14 Catastrophic Illness Leave

10.14.1 Eligibility and Contributions

1. A maximum of ninety (90) days total may be granted in a school year for all of RVTA membership.

2. The Catastrophic Leave Bank shall be administered by a joint committee comprised of three (3) members appointed by the Association and two (2) members appointed by the Employer.

3. All unit members on active duty with the Employer are eligible to contribute to the Catastrophic Leave Bank.

4. Employer shall supply enrollment forms for the Catastrophic Leave Bank to all new unit members.

5. Participation is voluntary but requires contribution in order to withdraw from the Bank. Only contributors will be allowed to withdraw.

6. An additional day of contributions will be required if the number of days in the Bank falls below ninety (90) days. Contributions will be made between July 1 and October 1 of each school year.

7. The contribution by each participating unit member shall be one (1) day of sick leave upon initial contribution and each time the bank falls below ninety (90) days.

10.14.2 Withdrawal from the Bank

1. Catastrophic Leave Bank participants whose sick leave is exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a unit member or a member of the unit member's family for over ten (10) consecutive duty days which requires the unit member to take time off work to care for the family member. If a reoccurrence or second illness or injury incapacitates a unit member or a unit member's family within 12 months, it shall be deemed catastrophic after five (5) consecutive days.

2. Unit members must use all sick leave available to them before being eligible to withdraw from the Bank.

3. Unit members applying to withdraw from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. The Committee shall keep information regarding the nature of the illness confidential.

4. In granting of Catastrophic Leave, the Committee shall consider all District compensation available to the employee (e.g. sub differential and income protection) and may grant up to, but no more than, 30 days per year to any individual RVTA member.

5. Leave from the Bank may not be used for illness or disability which qualifies the member for workers compensation benefits unless the unit member has exhausted all worker compensation leave, their own sick leave, and provided further that the unit member signs over any worker compensation checks for temporary benefits to the Employer. If there are any worker compensation checks signed over to the Employer, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the worker compensation payment is equivalent to a regular day of pay at the negotiated rate for that member. If the Employer challenges the worker compensation claim, the unit member may draw from the Bank, but upon settlement of the claim the Bank shall be reimbursed the days by the Employer.

6. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the Employer is under no obligation to pay the participant any funds

whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the unit member, in writing, of the reason of denial.

7. Withdrawals shall become effective immediately upon the exhaustion of sick leave.

ARTICLE XI

EVALUATION PROCEDURE AND PEER ASSISTANCE REVIEW PROGRAM

The District and RVTA agree to implement the evaluation procedures as outlined in the Ross Valley School District Certificated Evaluation Program – A Growth Model (Evaluation Program). The District and RVTA further agree to implement a Peer Assistance and Review (PAR) Program for teaching unit members. The Evaluation Program and PAR Program are hereby incorporated by reference into this Agreement. These programs were ratified by RVTA on August 21, 2019 and approved by the Board of Trustees on August 27, 2019 for use beginning in the 2019-20 school year.

The Evaluation Program applies to all Temporary, Probationary, and Permanent unit members (excluding substitutes) in the Ross Valley School District. Non-administrative certificated personnel (e.g. colleagues and PAR Coaches) shall not be required to participate in the evaluation of other non-administrative certificated personnel.

The Evaluation Program is based on the Professional Standards for the unit member's position.

For Teaching Unit Members (TUMs), the Professional Standards (California Standards for the Teaching Profession - 2009) are:

1. Engaging and Supporting All Students in Learning
2. Creating and Maintaining Effective Environments for Learning
3. Understanding and Organizing Subject Matter for Student Learning
4. Planning Instruction and Designing Learning Experiences for All Students
5. Assessing Students Learning
6. Developing as a Professional Educator

For Non-Teaching Unit Members (Non-TUMs), the Professional Standards (adapted from the CA Standards for School Counselor, School Nurse, School Psychologist, School Social Worker, and Speech and Language Pathologist) are:

1. Engaging and Supporting All Students in Learning
2. Creating and Maintaining Effective Environments for Learning
3. Planning Instruction and Designing Learning Experiences for All Students
4. Developing as a Professional Educator

The Evaluation Program meets the requirements of Education Code Section 44662 (Stull Bill Evaluation Process):

1. Progress of Pupils Towards Established Standard
2. Instructional Strategies and Techniques
3. Adherence to Curriculum Objective
4. Establishment and Maintenance of a Suitable Learning Environment
5. Knowledge of Subject Matter

Purpose
The purpose of the Ross Valley School District's Certificated Evaluation Program is to:

A. Acknowledge individual strengths and support continuous improvement of unit member practices in order to foster student learning and development.
B. Guide employment decisions based on California Education Code sections 44660-44665 and the California Standards for the Profession. Each standard is further defined by key elements listing specific indicators.

Vision
The fundamental premise for the Ross Valley School District Certificated Evaluation Program is based on professionalism, mutual respect, confidentiality, fairness, equality, and consistency.

The goals of unit member evaluation are to:
A. Maintain and improve the quality of education in the District
B. Promote professional growth and build unit member capacity
C. Foster student achievement
D. Recognize competence and accomplishments
E. Acknowledge contributions beyond classroom or a position's duties

The Evaluation Program has been developed to support the growth and performance of unit members. With the focus and goal on growth, the unit member is encouraged to reflect upon, take ownership of, and demonstrate initiative for their performance, growth, and continuous improvement. The evaluator will identify and suggest needed growth areas and will work with the unit member to support their continuous improvement. However, it is up to the unit member to actively participate in the process and to utilize and/or to seek additional supports in order to demonstrate satisfactory performance.

The focus of the evaluation of unit members shall be on coaching, support, and feedback related to the Professional Standards as well as District and site goals. The Continuum, RVSD Professional Development Cycle, and the Evaluation Plan (CEP or PDP) are intended to promote unit member development and extension of their practice in order to foster student learning and development. Although these documents are not to be used as stand-alone evaluation sources, they are to be referenced when considering unit member overall growth and performance.

Since it is always possible to improve, a rating of Proficient will be most common. It will be a rare occasion for a unit member to receive a Distinguished rating. A rating of Improvement Needed or Unsatisfactory indicates an area for further development and should be viewed with a growth mindset. When Improvement Needed or Unsatisfactory is indicated, supports will be recommended to the unit member.

All unit members, whether or not in a year of formal evaluation, are expected to be working toward the practices listed in the Professional Standards as well as District and site goals. In non-evaluation years, unit members are encouraged to utilize the Continuum and/or the RVSD Professional Development Cycle to continually reflect upon their practice and work toward their professional growth.
A copy of the Evaluation Program is available from the Human Resources Department and in each staff room at the school site. It is also maintained digitally on the District website. Additional copies are available in the Human Resources Department upon request.

Peer Assistance and Review (PAR) Program

The Peer Assistance and Review (PAR) Program has been developed to assist permanent teaching unit members who have an unsatisfactory evaluation in the areas of instructional techniques or methodology and/or subject matter knowledge. A teaching unit member who is placed in PAR is also placed on Ross Valley School District's Support and Improvement Plan.

A teaching unit member who seeks improvement of their already proficient performance may request participation in PAR. Such self referral shall not be subject to the PAR evaluation process.

A copy of the PAR Program is available from the Human Resources Department.

ARTICLE XII

EMPLOYEE SAFETY

12.1 Employees shall report cases of assault suffered by them in connection with their employment to their principal or other immediate superior who shall report the incident to the police. Such notification shall be forwarded to the Superintendent who shall comply with any reasonable requests from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved.

12.2 Employees shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety or well being.

12.3 Any bargaining unit member against whom a formal complaint has been filed, shall be provided with a copy of the District complaint procedure applicable to any related investigation and/or disposition of the complaint.

12.4 Any bargaining unit member that is the subject of a formal District complaint investigation shall be updated at least every other week regarding the status of the District's investigation. Updates may be verbal and shall not be required to be in writing.

ARTICLE XIII

PART-TIME TEACHING EMPLOYMENT AND SHARED CONTRACTS

13.1 Shared Contracts

13.1.1 Shared contracts may be available to certificated employees at the unit member's request and on the basis of District need.

13.1.2 A shared contract is defined as one in which one (1) position is shared by two (2) Certificated Employees.

13.1.3 Unit members participating in a job share contract must be in permanent status in the year in which the job share contract will be implemented.

13.1.4 Unit members in shared contracts are on an uncompensated leave of absence for that percentage of the year they are not employed.

13.2 Procedure for Job Shares

13.2.1 By February 1 of the year preceding the year of the proposed shared contract, individual unit members wishing to job share during the next school year must check the appropriate box on and return the Intent to Return form to the Human Resources Department by the deadline**.**

13.2.2 By February 15, the Human Resources Department will publish a list of all persons who have expressed an interest in shared contract employment based on requests received. Interested eligible teachers will attempt to find a shared contract partner among those listed on the list. By March 15, those wishing to share a position shall submit a proposal unless this date is waived by the Board.

13.2.3 Each request shall be supported by a detailed proposal regarding each unit member's responsibilities and duties including, but not limited to, the duties described below. The written request will insure the continuity of the class and smooth transition which shall not result in an increased cost to the District:

- The reasons for the job share proposal
- The benefits to the District, students and employees involved
- How the employees plan to implement the job share position
- Details of how the teachers intend to coordinate their work
- A communication plan about how the job-share partners will share information about students, staff meetings and in-services.
- Appropriate overlap to ensure a smooth transition

13.2.4 If a job share partner is not found among current tenured unit members, the District has the option to employ a temporary or substitute employee as a job share partner. Approval shall be contingent upon the District's ability to obtain a

suitable job share partner. The District retains the right to make the final decision about who is hired. In the event the District is unable to find a suitable partner, the unit member must either return to full-time status (or their contracted FTE), request a full uncompensated leave of absence, or resign.

13.2.5 Each request will be evaluated in terms of its benefit to the District's educational program and the welfare of the students by the Administrative Cabinet. If approved by the Administrative Cabinet, the Superintendent will recommend implementation by the Board of Trustees.

13.2.6 By April 15th requests will be approved or denied by the Board on a case-by-case basis, based on the best interests of the District.

13.3 The job share unit members will meet with the site principal on or before October 15-31 and January 15-31 to discuss how the shared contract partnership is being implemented. The site Principal shall indicate any areas of concern to the teachers so the teachers may address them.

13.4 No partner in a job share contract may work less than a .4 F.T.E.

13.5 Unit members with shared contracts will return to full-time employment, if qualified, the following year unless a new request is granted. In no case will the unit member returning from a part-time shared contract be denied a full-time position the following year, unless the unit member does not qualify for a full-time position.

13.6 Unit members intending to return to full-time status the following year must notify the District of their intent to do so by February 1. Failure to do so will result in the expectation the employee will return to full-time status.

13.7 Teachers wishing to continue a job-sharing arrangement for the following year shall indicate such on the Intent to Return form and re-submit their proposal with any necessary changes by March 15.

13.8 Work Responsibilities

13.8.1 Prior to the employment on a shared contract, the unit members and the principal will mutually agree on actual time to be spent at school, attendance at teacher meetings, non-student work days, parent/teacher conferences, report cards and grading, participation on District committees, attendance at district meetings and other duties required of full-time employees on a pro-rated basis. The terms of this agreement between the unit members and the principal shall be in writing.

13.8.2 Both partners will attend Back to School Night and Open House.

13.8.3 Each teacher is responsible to fully inform the job-sharing partner about the content of any meetings held on a day when that partner is not working.

13.8.4 Both partners will attend Staff Development Days.

13.8.5 The combined number of work days of both participants on a shared contract shall not exceed the total number of work days required on a regular contract, not including staff development days.

13.9 Salary and Benefits

13.9.1 Compensation will be established in conjunction with the current Certificated Salary Schedule.

13.9.2 Unit members participating in shared contracts shall receive that percentage of their salary and health and welfare benefits which is commensurate with the percentage of the school year they are employed. Payment shall be made in equal monthly installments, or as mutually agreed upon by the unit member and the District.

13.9.3 If the presence of a shared contract unit member is required on a non-work day for teacher training or in-service staff development, compensation will be paid at the unit member's per diem rate.

13.9.4 Subject to the provisions of Section 3.4.3.1, unit members on a shared contract will be credited with a year of experience credit for step advancement at the end of one year if they have taught at least 75% of the contract work year. Unit members teaching less than 75% of the contract work year will be credited with a year of experience for step advancement at the end of two consecutive years. Substitute time is not allowable for this provision.

13.9.5 Unit members participating in shared contracts shall receive that percentage of sick leave which is commensurate with the percentage of the school year they are employed.

13.9.6 Participants shall contribute to the State Teachers Retirement System and will receive proportional credit towards retirement.

13.9.7 If a job share partner is unable to work, the remaining partner will be encouraged to take over the assignment and be paid at their per diem rate. If a substitute is needed, district policy will prevail.

13.10 Other

13.10.1 The unit member may apply for substitute duty when not under their shared contract. The appropriate substitute rate will be paid for substitute work. If long-term substitute is assumed by a shared contract teacher, the payments will be based on the FTE per diem rate. With that, the differentiated pay is reduced for the unit member on leave.

13.11 Part-Time Employment

13.11.1 Unit members may be hired into part-time positions. Unit members who are not in permanent status and are approved to work less on a part-time contract shall resign the commensurate percentage of FTE. Unit members in permanent status (or who will be in permanent status in the year they wish to work part-time) who are employed up to 1.0 FTE and are approved to work less on a part-time contract are on an uncompensated leave of absence for that percentage of the year they are not employed.

13.11.2 Unit members with part-time employment, if qualified, will return to full-time status the following year unless a new request is granted. In no case will the unit member returning from a partial leave of absence be denied a full-time position the following year, unless they do not qualify for a full-time position. Unit members intending to return to full-time status the following year must notify the District of their intent to do so by February 1. Failure to do so will result in the expectation the unit member will return to full-time status.

13.12 Work Responsibilities

13.12.1 Prior to the employment on a part-time contract, the unit member and the principal will mutually agree on actual time to be spent at school, attendance at teacher meetings, non-student work days, parent/teacher conferences, report cards and grading, participation on District committees, attendance at district meetings and other duties required of full-time unit members on a pro-rated basis. The terms of this agreement between the employee and the principal shall be in writing.

13.12.2 Part-Time unit members will attend Back to School Night and Open House.

13.12.3 Part-Time unit members will attend Staff Development Days.

13.13 Salary and Benefits

13.13.1 Compensation will be established in conjunction with the current Certificated Salary Schedule.

13.13.2 Part-time unit members shall receive that percentage of their salary and health and welfare benefits which is commensurate with the percentage of the school year they are employed. Payment shall be made in equal monthly installments, or as mutually agreed upon by the unit member and the District.

13.13.3 If the presence of a part-time unit member is required on a non-work day for teacher training or in-service staff development, compensation will be paid at the unit member's per diem rate.

13.13.4 Unit members participating in part-time contracts shall receive that percentage of sick leave which is commensurate with the percentage of the school year they are employed.

13.13.5 Participants shall contribute to the State Teachers Retirement System and will receive proportional credit towards retirement.

13.14 Other

13.14.1 The unit member may apply for substitute duty when not under their part-time contract. The appropriate substitute rate will be paid for substitute work. If long-term substitute is assumed by a part-time contract teacher, the payments will be based on the FTE per diem rate. With that, the differentiated pay is reduced for the unit member on leave.

ARTICLE XIV

PERSONNEL FILES

14.1 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be maintained at a location/locations selected by the District and are to be made available for the inspection of the person involved. Material placed in the file shall be signed and dated by the originator. The person requesting inspection of their file shall make an appointment with the Superintendent.

14.2 Contents of all personnel files shall be kept in strictest confidence. Access shall be limited to official business by authorized District Administrators and Confidential Employees. Board Members may review in closed session personnel files.

14.3 Every employee shall have the right to inspect such materials upon request, provided the request is made for a time when such person is not actually required to render services to the District.

14.4 Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and has had an opportunity to review and comment thereon. An employee shall have the right to enter and have attached to any such derogatory statements, his own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

ARTICLE XV

DISTRICT RIGHTS

15.1 All matters not specifically enumerated in this Agreement are reserved to the District as provided by law.

15.2 In the event of an emergency, the District shall have the right to rescind any portion of this Agreement directly related to the nature of the emergency. "Emergency" as used in this Article is limited to those highly unusual or catastrophic situations which would prevent the normal functioning of the school district pursuant to this Agreement.

15.2.1 In the event of such a bona fide emergency, performance of the affected provisions of this Agreement may be temporarily suspended, but the parties agree to meet and negotiate as soon as possible to arrive at a mutually agreeable solution regarding the emergency. Such suspension shall be terminated promptly when the emergency ends.

ARTICLE XVI

SUMMER SCHOOL

16.1 Anticipated summer school vacancies shall be posted on every Association bulletin board prior to filling any position.

16.2 District teachers shall be given priority in filling summer school positions. Selection shall be based primarily on the needs of the total educational program, including but not limited to the following criteria:

16.2.1 Appropriate certification.

16.2.2 Preparation and/or interest for assignment under consideration.

16.2.3 Past teaching experience.

16.2.4 Suitability of teaching style to the age of the children.

16.2.5 Flexibility to handle a variety of assignments during the summer session.

16.2.6 District-wide seniority.

16.3 The Superintendent has the final responsibility and authority to select summer school employees and inform them in writing.

16.4 In the event of unforeseen circumstances, such as an unexpected drop in enrollment, any given assignment may be modified, reduced or canceled by the Superintendent.

16.5 Summer School pay is reflected in Article 3.13.

ARTICLE XVII

RETIREMENT OPTIONS

17.1 General Provisions

17.1.1 District shall notify all unit members on or before December 15 as to which retirement options will be available for the end of that school year, or for the ensuing school year. An employee may select only one option. Employees must apply to participate in a retirement option no later than February 1. Employee requests submitted after February 1 shall be considered on a case-by-case basis.

17.1.2 The Board reserves the right to limit the number of participants in any one or all retirement options programs except for Golden Handshake, which if offered, shall have no limit as to the number of unit members participating. Should a limit be placed on any of the options and there are more applicants than allowed, then the selection of successful applicant shall be based on the unit member's seniority in the District. Implementation of this Article is dependent upon program needs and financial constraints of the District and legislation which affects the ability of the District to offer these options.

17.1.3 Annual renewal of the Consultancy/Early Retirement Incentive Program (ERIP), and Supplemental Retirement Income Program (SRIP), will be subject to mutual agreement. The Board and Association will begin negotiations on implementation of the (ERIP), (SRIP), and other issues which have a financial impact on the District's budget, by November 1 of each year of this Agreement. This might include the number of participants in relation to available funds. The parties may negotiate other financial issues before November 1 and prior to negotiating on retirement, if they choose.

17.2 Retirement with Consultancy/Early Retirement Incentive Program (ERIP).

17.2.1 A person would be eligible for this program by serving satisfactorily in the District for a minimum of ten (10) years as a certificated staff member.

17.2.2 Only persons who have attained the age of 55 and are eligible for the State Teacher Retirement benefits shall be eligible for this program when they retire.

17.2.3 Participants must submit a written resignation no later than March 1 and have it accepted by the Board, to be effective no later than June 30, of the year preceding participation in this program. The resignation must be submitted in the year in which it is effective.

17.2.4 Each year of the program, the Superintendent and the employee shall mutually determine the consultancy services to be rendered and shall reduce to writing a description of such services. The written description shall be attached to the

Consultancy/ERIP agreement. Any change in services during the contract year shall be made only as mutually agreed to by the employee and the Superintendent.

17.2.5 The parties hereby agree that as part of the consideration for a contract, the District will renew the contract annually for four (4) years, or until the retiree reaches age 65, whichever comes first. Renewal will be contingent upon the satisfactory performance by the retiree in each prior year. Conditions for determining satisfactory performance shall be agreed to in writing by both parties.

17.2.6 A participant's annual compensation for consultancy services shall be a minimum of $5,000 and shall not exceed the maximum established by STRS. The rate of pay for this employment shall be the retiree's effective daily rate for the school year preceding the year in which the employee retired.

17.2.7 Retirees between the age of 55 and 65 shall, with the approval of the carrier, remain entitled to medical coverage provided the employee pays the premium costs. Employees on Early Retirement Consultancy contracts may elect to have the District pay the premium costs for such benefits and reduce the consultancy payments by a like amount.

17.2.8 Participants will earn credit for Medicare.

17.3 Golden Handshake

When the retirement option of Golden Handshake (Education Code sections 23714 and 44929, *et seq*.) is offered by the District then the program's legal and cost saving requirements must be met.

17.4 Reduced Workload - Education Code Section 22713

17.4.1 A certificated employee is "qualified" to apply for reduced workload if (1) the unit member will be at least 55 years of age on or before the effective date of the reduction in workload, and (2) the unit member has been employed full-time in a position requiring membership in STRS for at least 10 years of which the five years immediately preceding the reduction in workload were full-time employment without a break in service.

17.4.2 A "qualified" certificated employee may elect to reduce their workload from full-time to part-time duties and receive (1) the State Teachers' Retirement System ("STRS") service credit the unit member would have received if employed full-time and (2) any other benefits that the unit member is entitled to under STRS based upon the salary the unit member would have received if employed on a full-time basis.

17.4.3 Full-time STRS service credit shall be granted on a semester-by-semester basis. If employment is terminated voluntarily or involuntarily prior to the conclusion of a full semester, the employee will receive retirement credit for the partial semester

in the same proportion that the employee's part-time salary bears to the salary the employee would have received if employed fulltime.

17.4.4 The minimum part-time employment under the reduced workload program shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during their final year of service in a full-time position. The actual percentage of time employed shall be determined by mutual consent of the employee and the District. An employee may not return to full-time service or otherwise change their percentage of time employed without the consent of the District.

17.4.5 The length of part-time employment shall not exceed 10 years. Each employee shall sign an agreement to retire from the District before or at the end of the period of participation in the reduced workload program.

17.4.6 During the employee's participation in the reduced workload program, the employee shall be paid the pro-rata share of the salary the employee would have earned had the employee been employed full-time and shall be eligible for health and welfare benefits on the same basis as other part-time employees. The employee and the District shall contribute to STRS the amount that each would have contributed had the employee been employed full-time.

17.4.7 The reduced workload option must be requested by the employee and agreed to by the District. The details regarding the member's assignment shall be agreed to prior to the start of the school term for the first school year on the agreement.

17.5 Supplemental Retirement Income Program

17.5.1 Employees wishing to participate in this plan must be at least 55 years of age and have served for five years in the District. An employee must submit a written resignation which is accepted by the Board no later than March 1 of the year in which the unit member intends to retire, and the resignation must be effective no later than June 30 of the same year.

17.5.2 Under this plan, the employee will select an income protection program and notify the District of the program and the contribution arrangement. The District will contribute a total of $20,000 to this plan based on a schedule, not to exceed five years.

17.5.3 The District assumes no responsibility or liability for taxes or any other consequences, of the individual's participation in this retirement plan.

17.6 Retirement Bonuses

17.6.1 Based on annual Board of Trustees discretion, retirement bonuses will be reviewed, and available funding will be discussed and determined.

17.6.2 To be eligible, a unit member must:

a. Complete 15 years of service and be 55 years of age or older
b. Be a member of STRS

17.6.3 All bonuses require annual board approval through negotiations. A side letter will be provided which outlines annual agreements. All agreements are for single-year only.

ARTICLE XVIII

GENERAL PROVISIONS

18.1 It is agreed and understood by the parties that during the term of this Agreement the members of the Unit shall faithfully and diligently perform all of the duties normally associated with their positions.

18.2 If any provision of this Agreement is held by a Court of Competent Jurisdiction to be illegal, such provision shall be invalid, but all other provisions shall continue in full force and effect.

18.3 Moving Assignments

18.3.1 Preparation Phase

a. The District will provide all packing materials of appropriate size including, but not limited to: boxes, labels, tags and inventory forms to the affected sites no later than four (4) weeks prior to the required move.

b. The District will provide assistance for moving heavy objects and any maps and screens from the walls.

c. Contents of boxes will be clearly marked by the unit member. The District will provide an inventory of all equipment and boxes that it removes from the classroom.

d. Teachers will prepare a classroom diagram and the District will use its best efforts to return the classroom to its former configuration based on the configuration of the new classroom.

e. Inventories and verifiable damaged, lost or stolen equipment and materials shall be brought to the attention of the site administrator.

f. Teachers will remove personal items which shall not be part of any move.

18.3.2 Return Phase

a. The District will use its best efforts to have all furniture, materials, maps and screens returned to the classrooms ready for student use prior to the first teacher workday of the school year. Additional custodial or other contracted service will be available for unanticipated moving problems.

b. The District will monitor the progress at each affected site. If it appears that it will be impossible for the contractor to have a specific site or classroom ready for the opening of school, a contingency plan will be developed.

18.4 Unit members shall be compensated for moving their classrooms for up to three (3) days at $150 per day. If requested by the unit member, up to three (3) days of release time may be approved by the site administrator in lieu of one or more of the three (3) paid days which shall not be unreasonably denied. If release time is denied, the site administrator shall provide the unit member the reason for the denial. This provision shall not apply to any move related to unit member initial employment, leave of absence, or separation from employment.

18.5 Unit member deadlines associated with the completion of student progress reports and/or student report cards shall be reasonably extended to account for any malfunctioning or break down of District equipment provided and/or made available to unit members for such purposes.

ARTICLE XIX

COMPLETION OF AGREEMENT

19.1 The document comprises the entire Agreement between the District and the Association on the matters within the lawful scope of negotiation. The District or Association shall have no further obligation to meet and negotiate during the term of this Agreement on any subject whether or not said subject is covered by this Agreement except as set forth in the following paragraphs 19.2, 19.3, and 19.4.

19.2 This is a three (3) year Agreement covering the period of July 1, 2024 through June 30, 2027. This Agreement may also be reopened by mutual agreement of the parties. If the parties agree to modify the terms of a reopened article, the modification shall be incorporated into this Agreement.

19.3 This Agreement terminates and supersedes those past practices, agreements, procedures, traditions, and rules and regulations inconsistent with any matters covered herein.

19.4 If the Public Employment Relations Board determines that other items within the Association's initial proposal are within the scope of representation as set forth in Government Code Section 3543.2, the parties shall reopen negotiations on such items and incorporate the agreement reached on such items into this contract.

FOR THE DISTRICT:

June 10, 2026

/s/ Chris Carson, Chief Business Official
/s/ Tyler Graff, Superintendent
/s/ Lisa Mori, District Legal Counsel

FOR RVTA:

June 10, 2026

/s/ Autumn Arbree, White Hill Site Rep.
/s/ Emma Beauchamp, RVTA Negotiations
/s/ Tyler Higgins, RVTA Negotiations
/s/ Ericka Stieg, RVTA Vice President

ROSS VALLEY SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE 1
2026-27 SCHOOL YEAR

(Effective 07/01/26)

Class	I (AB+30)	II (AB+45)	III (AB+60)	IV (AB+75)
Step 1	**$67,990** $363.59	**$70,008** $374.38	**$71,281** $381.18	**$73,177** $391.32
Step 2	**$70,008** $374.38	**$71,281** $381.18	**$74,029** $395.88	**$75,668** $404.64
Step 3	**$71,281** $381.18	**$74,024** $395.85	**$78,989** $422.40	**$79,752** $426.48
Step 4	**$74,024** $395.85	**$78,989** $422.40	**$81,899** $437.96	**$83,243** $445.15
Step 5	**$78,989** $422.40	**$81,899** $437.96	**$84,825** $453.61	**$86,718** $463.73
Step 6	**$82,292** $440.06	**$85,227** $455.76	**$88,150** $471.39	**$90,026** $481.42
Step 7	**$85,227** $455.76	**$88,150** $471.39	**$91,071** $487.01	**$93,507** $500.04
Step 8	**$89,330** $477.70	**$92,297** $493.57	**$96,354** $515.26	**$97,053** $519.00
Step 9	**$89,330** $477.70	**$98,760** $528.13	**$99,800** $533.69	**$99,937** $534.42
Step 10	**$89,330** $477.70	**$98,760** $528.13	**$100,845** $539.28	**$102,953** $550.55
Step 11	**$89,330** $477.70	**$98,760** $528.13	**$101,887** $544.85	**$105,614** $564.78
Step 12	**$89,330** $477.70	**$98,760** $528.13	**$102,936** $550.46	**$108,282** $579.05
Step 13	**$89,330** $477.70	**$98,760** $528.13	**$104,527** $558.97	**$111,097** $594.10
Step 14	**$89,330** $477.70	**$98,760** $528.13	**$105,322** $563.22	**$113,760** $608.34
Step 15	**$89,330** $477.70	**$98,760** $528.13	**$105,322** $563.22	**$117,251** $627.01
Step 16	**$89,330** $477.70	**$98,760** $528.13	**$105,322** $563.22	**$124,340** $664.92

Masters / Doctorate / National Board

Masters Degree $1,750/year
Doctoral Degree $2,000/year
National Board Certification $2,000/year

Specialized Services Stipends

All Special Education Teachers, Social Workers, Nurses, and School Counselors $3,000/year (prorated for less than full time unit members)

Health and Welfare Benefits

Applied to approved CalPers Kaiser medical plan (mandatory); Delta Dental (mandatory), income protection, cancer insurance, and/or personal accident insurance. Cash In Lieu ("CIL") available to eligible employees hired prior to 1/1/01.

Effective 1/1/26: $14,686.56 /year, $1,1223.88/month~prorated per FTE
Effective 1/1/27: $14,845.80 /year, $1,237.15/month~prorated per FTE

Hourly Rate of Pay for Extra Duty Assignments: $55.00

Board Approved: **08/05/26**

6% + Increase to Benefits Cap

ROSS VALLEY SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE 2
2026-27 SCHOOL YEAR

(Effective 07/01/26)

	School Psychologist	Speech and Language Pathologist	Behavior Program Coordinator	Counseling Coordinator
Work Days	**197**	**187**	**197**	**197**
Step 1	**$110,566** $561.25	**$105,090** $561.98	**$113,821** $577.77	**$116,679** $592.28
Step 2	**$113,133** $574.28	**$107,527** $575.01	**$116,460** $591.17	**$119,317** $605.67
Step 3	**$116,179** $589.74	**$110,418** $590.47	**$119,599** $607.10	**$122,451** $621.58
Step 4	**$123,992** $629.40	**$117,838** $630.15	**$127,648** $647.96	**$130,485** $662.36

Masters / Doctorate / National Board

Masters Degree $1,750/year
Doctoral Degree $2,000/year
National Board Certification $2,000/year

Specialized Services Stipends

All Speech and Language Pathologists $3,000/year (prorated for less than full time unit members)
All School Psychologists $3,000/year (prorated for less than full time unit members)

Longevity

5% shall be provided to all Psychologists and Speech and Language Pathologists after seven (7) years of employment with the District

5% shall be provided to all Psychologists and Speech and Lanuguage Pathologists after ten (10) years of employment with the District

Health and Welfare Benefits

Applied to approved CalPers Kaiser medical plan (mandatory); Delta Dental (mandatory), income protection, cancer insurance, and/or personal accident insurance. Cash In Lieu ("CIL") available to eligible employees hired prior to 1/1/01.

Effective 1/1/26: $14,686.56 /year, $1,1223.88/month~prorated per FTE
Effective 1/1/27: $14,845.80 /year, $1,237.15/month~prorated per FTE

Positions shaded gray currently are not in use.

Hourly Rate of Pay for Extra Duty Assignments: $55.00

Board Approved: 08/05/26

6% On Schedule, plus increase to Benefit Cap

ROSS VALLEY SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE 1
2027-28 SCHOOL YEAR

(Effective 07/01/27)

Class	I (AB+30)	II (AB+45)	III (AB+60)	IV (AB+75)
Step 1	**$72,071** $385.41	**$74,209** $396.84	**$75,557** $404.05	**$77,568** $414.80
Step 2	**$74,209** $396.84	**$75,557** $404.05	**$78,471** $419.63	**$80,208** $428.92
Step 3	**$75,557** $404.05	**$78,465** $419.60	**$83,728** $447.74	**$84,537** $452.07
Step 4	**$78,465** $419.60	**$83,728** $447.74	**$86,813** $464.24	**$88,238** $471.86
Step 5	**$83,728** $447.74	**$86,813** $464.24	**$89,915** $480.83	**$91,920** $491.55
Step 6	**$87,229** $466.46	**$90,342** $483.11	**$93,438** $499.67	**$95,428** $510.31
Step 7	**$90,342** $483.11	**$93,438** $499.67	**$96,535** $516.23	**$99,117** $530.04
Step 8	**$94,689** $506.36	**$97,834** $523.18	**$102,136** $546.18	**$102,876** $550.14
Step 9	**$94,689** $506.36	**$104,686** $559.82	**$105,788** $565.71	**$105,934** $566.49
Step 10	**$94,689** $506.36	**$104,686** $559.82	**$106,897** $571.64	**$109,129** $583.58
Step 11	**$94,689** $506.36	**$104,686** $559.82	**$108,000** $577.54	**$111,951** $598.67
Step 12	**$94,689** $506.36	**$104,686** $559.82	**$109,113** $583.49	**$114,779** $613.79
Step 13	**$94,689** $506.36	**$104,686** $559.82	**$110,799** $592.51	**$117,763** $629.75
Step 14	**$94,689** $506.36	**$104,686** $559.82	**$111,641** $597.01	**$120,585** $644.84
Step 15	**$94,689** $506.36	**$104,686** $559.82	**$111,641** $597.01	**$124,286** $664.63
Step 16	**$94,689** $506.36	**$104,686** $559.82	**$111,641** $597.01	**$131,801** $704.82

Masters / Doctorate / National Board

Masters Degree $1,750/year
Doctoral Degree $2,000/year
National Board Certification $2,000/year

Specialized Services Stipends

All Special Education Teachers, Social Workers, Nurses, and School Counselors $3,000/year (prorated for less than full time unit members)

Health and Welfare Benefits

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Effective 1/1/27: $14,845.80 /year, $1,237.15/month~prorated per FTE
Effective 1/1/28: Increase in Single Kaiser and Dental costs Picked up by RVSD

Hourly Rate of Pay for Extra Duty Assignments: $58.50

Board Approved: **08/05/26**

6% + Increase to Benefits Cap

ROSS VALLEY SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE 2
2027-28 SCHOOL YEAR

(Effective 07/01/27)

	School Psychologist	Speech and Language Pathologist	Behavior Program Coordinator	Counseling Coordinator
Work Days	**197**	**187**	**197**	**197**
Step 1	**$117,201** $594.93	**$111,396** $595.70	**$120,651** $612.44	**$123,681** $627.82
Step 2	**$119,922** $608.74	**$113,978** $609.51	**$123,448** $626.64	**$126,476** $642.01
Step 3	**$123,149** $625.12	**$117,043** $625.90	**$126,775** $643.53	**$129,797** $658.87
Step 4	**$131,431** $667.16	**$124,909** $667.96	**$135,307** $686.84	**$138,314** $702.10

Masters / Doctorate / National Board

Masters Degree $1,750/year
Doctoral Degree $2,000/year
National Board Certification $2,000/year

Specialized Services Stipends

All Speech and Language Pathologists $3,000/year (prorated for less than full time unit members)
All School Psychologists $3,000/year (prorated for less than full time unit members)

Longevity

5% shall be provided to all Psychologists and Speech and Language Pathologists after seven (7) years of employment with the District

5% shall be provided to all Psychologists and Speech and Lanuguage Pathologists after ten (10) years of employment with the District

Health and Welfare Benefits

Applied to approved CalPers Kaiser medical plan (mandatory); Delta Dental (mandatory), income protection, cancer insurance, and/or personal accident insurance. Cash In Lieu ("CIL") available to eligible employees hired prior to 1/1/01.

Effective 1/1/27: $14,845.80 /year, $1,237.15/month~prorated per FTE
Effective 1/1/28: Increase in Single Kaiser and Dental costs Picked up by RVSD

Positions shaded gray currently are not in use.

Hourly Rate of Pay for Extra Duty Assignments: $58.50

Board Approved: 08/05/26

6% On Schedule, plus increase to Benefit Cap

ROSS VALLEY SCHOOL DISTRICT
CERTIFICATED PERSONNEL
APPLICATION FOR PROFESSIONAL GROWTH CREDIT
for
COLLEGE OR UNIVERSITY QUARTER/SEMESTER UNITS

Name _____ Date of Application _____

Work Site/Location _____

College or University units to be applied toward progression between classes on the salary schedule must be from a recognized community college or accredited four-year college or university. To receive Professional Growth credit, the coursework is not to be scheduled during or conflicting with school or District obligations.

Prior to registration, the employee will complete this form listing the coursework that s/he intends to pursue, attach a course description, submit it to his/her principal and Human Resources for review, and receive approval.

Date(s) of Course	**Course No.**	**Course Title**	**No. Units**	**Institution**

I am currently on Class _____, and I intend to apply this work toward Class _____.

SIGNATURES

Principal

_____ Approved _____ Not Approved _____ More Information Required

Comment:

_____ _____
Principal Date Approved

Human Resources Director

_____ Approved _____ Not Approved _____ More Information Required

Comment:

_____ _____
Human Resources Director Date Approved

Upon completion of the approved coursework, the applicant must provide the Human Resources Department a grade card, transcript, or certificate indicating satisfactory completion in order to receive Professional Growth credit.

ROSS VALLEY SCHOOL DISTRICT
CERTIFICATED PERSONNEL
APPLICATION FOR PROFESSIONAL GROWTH CREDIT
for
DISTRICT-SPONSORED CONTINUING EDUCATION UNITS (CEUs)

Name _____ Date of Application _____

Work Site/Location _____

CEU units to be applied toward progression between classes on the salary schedule may only be from District-sponsored coursework offerings. One CEU is equivalent to fifteen (15) hours of participation. An employee who has already reached Class IV may receive one $50 honorarium per term (a term is summer/fall or winter/spring). Only the first 10 applicants per term are eligible for the honorarium. To receive Professional Growth credit, the coursework is not to be scheduled during or conflicting with school or District obligations.

Prior to registration, the employee will complete this form listing the CEU coursework that s/he intends to pursue, submit it to his/her principal and Human Resources for review, and receive approval.

Date(s) of CEU Coursework	**Course #**	**Title of Coursework**	**No of CEUs**

I am currently on Class _____, and I intend to apply this work toward Class _____.

SIGNATURES

Principal

_____ Approved _____ Not Approved _____ More Information Required

Comment:

_____ _____
Principal Date Approved

Human Resources Department

_____ Approved _____ Not Approved _____ More Information Required

Comment:

_____ _____
Assistant Superintendent Date Approved

To receive credit, upon completion of the approved CEU coursework, provide the Human Resources Department a certificate indicating satisfactory completion. If the program doesn't offer verification, the employee will have the instructor complete the district's Certificate of Completion (available in the HR Dept) and submit it to the Human Resources Department.

EXHIBIT C-1

Grievance No.:_____
(Assigned by District)

ROSS VALLEY SCHOOL DISTRICT GRIEVANCE FORM (Certificated)
STEP I - IMMEDIATE SUPERVISOR

INFORMAL PROCESS: An attempt to resolve the grievance through. informal conferences between the concerned parties will be made within fifteen (15) work days of the alleged grievance. If the matter is not settled by the immediate supervisor, the grievant may proceed with the formal process. Every reasonable effort shall be made to resolve the matter quickly. All procedures shall be kept as confidential as possible.

FORMAL·PROCESS: The grievant shall complete the informal process before undertaking the formal steps. Any employee who wishes to follow the formal process shall present the grievance on the prescribed form. to bis/her supervisor and other parties involved within fifteen (15) work days following the act or stated conditions which appears to be the basis of the complaint.

Grievant: _____

Work Location: _____

Date of Occurrence: _____

Date(s) of Conference(s): _____

Date of Filing: _____

A. Concise statement of grievance and date of occurrence:

B. Specific section(s) of contract allegedly violated:

C. Decision rendered in formal conference:

D. Specify remedy sought:

_____

Signature of Grievant

EXHIBIT C-2

Grievance No.:_____
(Assigned by District)

ROSS VALLEY SCHOOL DISTRICT GRIEVANCE FORM (Certificated)
STEP I – IMMEDIATE SUPERVISOR

The supervisor shall investigate the details of the grievance and confer with the grievant within fifteen (15) work days. The parties shall attempt to resolve the matter amicably. The decision of the supervisor shall be communicated in writing to the grievant and other parties involved within fifteen (15) days following the conference.

Grievant:_____ Work Location:_____

Immediate
Supervisor:_____ Work Location:_____

A. Date Grievance Received by Immediate Supervisor:

B. Date of Conference:

C. Date of Written Response:

D. Review of Grievance:

Decision:

_____

Signature of Immediate Supervisor

EXHIBIT C-3

Grievance No.:_____
(Assigned by District)

ROSS VALLEY SCHOOL DISTRICT GRIEVANCE FORM (Certificated)
STEP II- APPEAL TO SUPERINTENDENT

The grievant may appeal the Step I decision to the Superintendent within fifteen (15) work days after receiving the written decision from the immediate supervisor. The grievant shall state the rationale for the appeal, if any, and attach copies of the Step I grievance form and response of immediate supervisor.

Grievant:_____ Work Location:_____

Immediate
Supervisor:_____ Work Location:_____

A. Date Immediate Supervisor's Response Received by Grievant:

B. Date of Appeal:

C. Rationale for Appeal:

D. Specify remedy sought:

_____
Signature of Grievant

EXHIBIT C-4

Grievance No.:_____
(Assigned by District)

ROSS YALLEY SCHOOL DISTRICT GRIEVANCE FORM (Certificated)
STEP II – SUPERINTENDENT RESPONSE

The supervisor will meet with the grievant within fifteen (15) work days after the receipt of the Appeal to review all factors related to the grievance. The Superinten.den.t shall communicate bis/her decision to1he grievant in writing within fifteen (15) work days with a copy of the decision to each party directly involved.

A. Date Appeal Received by Superintendent:

B. Date of Meeting:

C. Decision of Superintendent:

_____ _____

Signature Date

Request for/Notification of Leave of Absence

Name: _____ Position: _____ Site: _____

Employee Classification:_____ Hire Date:_____

Leave dates - Anticipated last day of work: _____ Anticipated first day back: _____

Types of leave **(Check all that apply)**:

☐ Unpaid Leave of absence (approval needed): Date Letter submitted _____

☐ Catastrophic Leave per CBA (Article/Section 10.14 Cert & 9.16 Class): Date Letter submitted _____

☐ Family and Medical Leave Act (FMLA): ☐ Continuous ☐ Intermittent

☐ California Family Rights Act (CFRA): ☐ Continuous ☐ Intermittent

☐ Medical Leave: Your own serious health condition

☐ To care for a spouse, child, parent, grandparent, grandchild or sibling who has a serious health condition

☐ Maternity/Parental Leave/Paternity/Family Care/Baby Bonding: **(Check all that apply)**:

- ☐ Pregnancy Disability Leave Act (PDL)
- ☐ California Family Rights Act (CFRA) - up to 12 weeks for Maternity/Paternity/Baby Bonding
- ☐ Family and Medical Leave Act (FMLA) - up to 12 weeks Maternity (runs concurrently with PDL/ CFRA)
- ☐ Parental Leave per CBA contract (Article/Section 10.13.1.4 Cert & 9.14 Class)
- ☐ Uncompensated leave of absence following all statutory leaves (Board approval needed)

Other information: _____

_____

Employee Signature: _____ Date: _____

---------- FOR OFFICE USE ONLY ----------

Leave Balances (Days): _____ Sick _____ PN (deduct from Sick) _____ Vacation (if applies)

Doctor's Note and/or Certification of Health Care Provider: Date Note Received _____ or N/A

Substitute: _____ Long Term (<12 wks) _____ Long Term (>12 wks) _____ Day to Day _____ No Sub

Forms to be completed: Notice of Eligibility Date Sent _____

Designation Notice Date Sent _____

Request received by: _____ Date received: _____

CERTIFICATION OF HEALTH CARE PROVIDER

for California Family Rights Act (CFRA) or Family and Medical Leave Act (FMLA)

IMPORTANT NOTE: The California Genetic Information Nondiscrimination Act of 2011 (CalGINA) prohibits employers and other covered entities from requesting, or requiring, genetic information of an individual or family member of the individual except as specifically allowed by law. *To comply with CalGINA, we are asking that you not provide any genetic information when responding to this request for medical information.* "Genetic Information," as defined by CalGINA, includes information about the individual's or the individual's family member's genetic tests, information regarding the manifestation of a disease or disorder in a family member of the individual, and includes information from genetic services or participation in clinical research that includes genetic services by an individual or any family member of the individual. "Genetic Information" does not include information about an individual's sex or age.

1. Employee Name: _____

2. Patient's Name (if other than employee): _____

   Is patient the employee's family member (i.e., child, parent, grandparent, grandchild, sibling, spouse, or domestic partner)? Note: "child" includes a biological, adopted, foster child, a stepchild, a legal ward, a child of the employee's domestic partner, and a person to whom the employee stands in loco parentis. Yes ◯ No ◯

3. Date medical condition or need for treatment commenced [NOTE: THE HEALTH CARE PROVIDER IS NOT TO DISCLOSE THE UNDERLYING DIAGNOSIS WITHOUT CONSENT OF THE PATIENT]:

   _____

4. Probable duration of medical condition or need for treatment: _____

5. Below is a description of what constitutes a "serious health condition" under both the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Does the patient's condition qualify as a serious health condition? ◯ Yes ◯ No

6. If the certification is for the serious health condition of the employee, please answer the following:

   Is the employee able to perform work of any kind? (If "No," skip next question) ◯ Yes ◯ No

   Is employee unable to perform any one or more of the essential functions of employee's position? (Answer after reviewing statement from employer of essential functions of employee's position, or, if none provided, after discussing with employee.) ◯ Yes ◯ No

7. If the certification is for the care of the employee's family member, please answer the following:

   Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety, or transportation? ◯ Yes ◯ No

   After review of the employee's signed statement (see item 10 below), does the condition warrant the participation of the employee? (This participation may include psychological comfort and/or arranging for third-party care for the family member.) ◯ Yes ◯ No

8. Estimate the period of time care is needed or during which the employee's presence would be beneficial:

9. Please answer the following questions only if the employee is asking for intermittent leave or a reduced work schedule:

Intermittent Leave: Is it medically necessary for the employee to be off work on an intermittent basis due to the serious health condition of the employee or family member? ◯ Yes ◯ No

If yes, please indicate the estimated frequency of the employee's need for intermittent leave due to the serious health condition, and the duration of such leaves (e.g. 1 episode every 3 months lasting 1-2 days):

Frequency: ____ times per ____week(s) ____month(s) *Duration*: ____hours or ____day(s) per episode

Reduced Schedule Leave: Is it medically necessary for the employee to work less than the employee's normal work schedule due to the serious health condition of the employee or family member? ◯ Yes ◯ No

If yes, please indicate the part-time or reduced work schedule the employee needs:

Frequency: ____hour(s) per day; ____days per week, from _____ through _____.

Time Off for Medical Appointments or Treatment: Is it medically necessary for the employee to take time off work for doctor's visits or medical treatment, either by the health care practitioner or another provider of health services? ◯ Yes ◯ No

If yes, please indicate the estimated frequency of the employee's need for leave for doctor's visits or medical treatment, and the time required for each appointment, including any recovery period:

Frequency: ____ times per ____ week(s) ____ month(s) *Duration*: ____ hours or ____ day(s) per apt./treatment

ITEM 10 IS TO BE COMPLETED BY THE EMPLOYEE NEEDING FAMILY LEAVE.
****TO BE PROVIDED TO THE HEALTH CARE PROVIDER UNDER SEPARATE COVER.

10. When family care leave is needed to care for a seriously-ill family member, the employee shall state the care the employee will provide and an estimate of the time period during which this care will be provided, including a schedule if leave is to be taken intermittently or on a reduced work schedule:

_____

_____

_____

Printed Name of Health Care Provider: _____

_____

SIGNATURE OF HEALTH CARE PROVIDER DATE

SIGNATURE OF EMPLOYEE **DATE**

SERIOUS HEALTH CONDITION

"Serious health condition" means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse. A serious health condition may involve one or more of the following:

HOSPITAL CARE

Inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care. A person is considered an "inpatient" when a heath care facility formally admits the person to the facility with the expectation that the person will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

ABSENCE PLUS TREATMENT

(a) A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

1. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

2. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

PREGNANCY

[NOTE: An employee's own incapacity due to pregnancy is covered as a serious health condition under FMLA but not under CFRA]

Any period of incapacity due to pregnancy or for prenatal care.

CHRONIC CONDITIONS REQUIRING TREATMENT

A chronic condition, which:

1. Requires periodic visits for treatment by a health care provider, or by a nurse of physician's assistant under direct supervision of a health care provider;

2. Continues over an extended period of time (including recurring episodes of a single underlying condition); and

3. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

PERMANENT/LONG-TERM CONDITIONS REQUIRING SUPERVISION

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

MULTIPLE TREATMENTS (NON-CHRONIC CONDITIONS)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

EXHIBIT E

SYNOPSIS OF THE
FAMILY CARE AND MEDICAL LEAVE ACTS
(Resource Only - l/22/96)

The California Family Rights Act (CFR.A.) and the Federal family and Medical Leave Act (FMLA) Provide That Covered Employers Must Permit Eligible Employees To Take Up To Twelve (12) Weeks of Unpaid, Job-protected Leave Each Year For Specified Family and Medical Reasons	
COVERED EMPLOYER:	• Employer with 50 or more employees • Public Employer regardless of size • Individual Supervisor/Manager (personal liability – FMLA) • School District regardless of size (FMLA)
ELIGIBLE EMPLOYEE:	1. 12 months service with employer (continuous service not required) or more than the number of months in a year customarily worked by employee (e.g., more than 10 months for a 10 month school teacher) 2. 1,250 hours of actual service in the Inst 12 months 3. One of 50 or more employees at worksite within 75-mile surface distance from worksite • Part-time employees are eligible if 1 through 3 are met.
PERM!SSIBLE REASONS FOR LEAVE:	1. Birth of employee's child; bonding with newborn 2. Placement of child with employee for adoption or foster care 3. To care for serious health condition of employee's spouse, child or parent 4. Serious health condition of employee that keeps him or her from performing an essential job function(s) (except pregnancy disability is excluded under CFRA)
QUALIFIED FAMILY MEMBERS	<u>Spouse</u> • Means a husband or wife as recognized under state law; a partner in marriage. <u>Parent</u> • Includes persons who stood in loco parentis to the employee as a child. Does not include a parent-in-law • A sibling is not a designated family member for which a leave may be taken unless such sibling stood in loco parentis to the employee or the employee to the sibling. <u>Child</u> • Employee's child must be under 18 years old, or over 18 but incapable of self-care because of a mental or physical disability
MAXIMUM DURATION OFLEAVE:	12 regular employee work-weeks within a 12-month period c:ilculated on a pro or proportional basis. For example: • 5 day a week, 8 hour full-time employee (FTE) = 60 working days • half-time employee= 30 working days or 60 half days • 10 month FTE = 10/12 of 60 =50 working days • 6 day a week. FTE = 72 working days
MINIMUM DURATION OF LEAVE:	Minimum duration depends on the reason for the leave. • If for <u>birth/adoption/foster care placement</u>, the basic minimum duration

	for this leave is generally 2 weeks except that employer must grant a request for such leave of less than two week's duration on at least two occasions. This leave does not have to be taken all at once but must be concluded within one year of the birth/adoption/foster case placement. (CFRA) • If for serious health condition. leave depends on the specifics of the condition and what is prescribed by the Health Care Provider. Employers may deduct leave as minimally as permitted by own record-keeping procedures (e.g., in 15 minute increments for appointments for medical treatments). (FMLA)
COMPUTATION OF LEAVE:	12-month period of entitlement will run concurrently between FMLA and CFRA. except for pregnancy disability which is excluded under CFRA. An employer may choose any of the following methods to compute the 12-month period in which the 12-weeks of leave entitlement occurs so long as the chosen method is consistently and uniformly applied to all employees: 1. The calendar year; 2. Any fixed 12-month "leave year" (e.g., fiscal year or an employee's anniversary date); 3. 12-month period measured forward from day leave first begins; or 4. A rolling 12-month period measured backwards from the date the employee uses family care md medical leave. Record-keeping is recommended to monitor when leaves are taken and to avoid disputes as to an employee's remaining entitlement in any given year.
PREGNANCY DISABILITY AND CHILD-REARING	<u>Pregnancy Disability</u> Up to four months of leave due to pregnancy disability is not counted against the 12-week.family care and medical leave entitlement under CFRA. (Gov. Code§ 12945(b)(2).) <u>Child Rearing</u> Family care and medical leave may be taken after the pregnancy disability period (or beyond four months of pregnancy disability) and for bonding and child-rearing. (CFRA)
SUBSTITUTION OF PAID LEAVE:	• Employer may require, and employee may elect, to use accrued vacation time or other paid time off (i e., differential, personal. necessity) that the employee would otherwise be entitled to take during leaves except sick leave. • Sick leave to be used only for employee's own serious health condition unless mutually agreed otherwise between employee and employer. (CFRA) • For pregnancy disability leave. employer is not required to provide paid leave except to the extent employer pays for other temporary disability leaves.(CFRA)
RESTRICTIONS ON PARENTS	Parents working for same employer are collectively restricted to 12 weeks of leave for the birth, adoption or foster care of their child (although not for the serious health condition of their child).
MEDICAL CERTIFICATION	Employer may require Medical Certification (MC) of a Serious Health Condition (SHC) provided by a Health Care Provider (HCP). <u>Contents of Notice from HCP for SHC:</u>

	• Date SHC commenced. • Probable Duration • If to care for a qualified family member, statement of need for employee to care for such member, including estimated time of such care. (CFRA) Unlike FMLA, CFRA does not require the revelation of the SHC unless the employee consents. <u>Challenges to Employee's MC - A three-tiered process:</u> 1. Employee submits MC from KCP 2. Employer may challenge MC with Doctor selected by the employer - Doctor cannot be an employee of the employer 3. Employer and employee jointly designate third doctor to break: tie between doctors of 1 & 2 • three-tiered process only for employee's own SHC • single MC for SHC of qualified family members
MEDICAL RECERTIFICATION	• Employer may obtain medical recertification regarding a SHC if the employee requests additional leave. • Unlike FMLA, CFRA permits such recertification only at the end of the time period originally estimated for the leave, not every 30 days as permitted under FMLA.
HEALTH CARE PROVIDER:	• Licensed physicians and surgeons, podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse practitioners, and nurse-midwives, who are authorized to practice and are performing within their practice. (FMLA) • CFRA is similar to FMLA except CFRA requires that a HCP directly treat or supervise the treatment of the SHC. (CFRA)
SERIOUS HEALTH CONDITION:	An illness, injury (including a workplace injury), impairment, or physical or mental condition that involves either: • Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity*or any subsequent treatment in connection with such inpatient care; or • Continuing Treatment by a health care provider. *"Incapacity" means the inability to work, attend school, or perform other regular daily activities due to the SHC or its treatment or recovery.*

CONTINUING TREATMENT	Continuing treatment" by a health care provider (HCP) means: 1. A period of incapacity of more than 3 consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that involves either: • treatment 2 or 3 times by a health care provider, by a nurse or physician's assistant under direct supervision of a HCP, or by a provider of health care services (e.g., a physical therapist} under orders of, referral by, a HCP; or • treatment by a HCP on at least 1 occasion which results in a regimen of continuing treatment* under the supervision of an HCP. 2. Any period of incapacity due to pregnancy or for prenatal care (e.g., prenatal doctor visits); 3. Any period of incapacity or treatment for such incapacity due to a chronic SHC (e.g., epilepsy, muscular sclerosis, asthma, diabetes, etc.); 4. Any period of incapacity that is permanent or long term due to a condition for which treatment may not be effective {e.g., Alzheimer's, severe stroke, terminal states of a disease; or 5. Any period of absence to receive multiple treatments (including any period of recovery), by a HCP or by a provider of health care services under orders of. Or on referral by a HCP, either for (a) restorative surgery after an accident or other injury, or (b) for a condition that would likely result in a period of incapacity of more than 3 consecutive calendar days in the absence of medical intervention (e.g., chemotherapy for cancer, physical therapy for arthritis, or dialysis for kidney disease). "Regimen of Continuing Treatment" includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to alleviate the health condition; it does not include taking over-the-counter medications such as aspirin, antihistamines, or salves; nor does it include bed-rest, Drinking fluids, exercise or other similar activities if initiated without the involvement of a HCP. "Treatment." as used above, includes but is not limited to, examinations to determine if a SHC exists and evaluations of the condition; it does not include routine physical. eye or dental examinations. NOTE: Unless complications arise, the common cold, flu, earaches, upset stomach, minor ulcers, headaches other than migraines, routine dental or orthodontia problems are not conditions that meet the definition of a SHC to qualify for family and medical leave. (FMLA)
SCHEDULING OLEAVE:	• To minimize disruptions, employer may require employee to consult with • employer about scheduling foreseeable treatments and leaves. • An employer may, for justifiable cause, require an employee to attempt to reschedule a planned treatment, subject to the health care provider's approval.

INTERMITTENT OR REDUCED SCHEDULE LEAVE:	• Allowed for birth, adoption, or foster care placement only if employer agrees. • If request for SHC, permitted only if medically necessary. Under such a leave, employer may require employee to temporarily transfer to an available alternative position for which the employee is qualified if the transfer will better accommodate recurring periods of leave than the employee's regular job. The transfer position must have equivalent pay and benefits. • Only the amount of leave actually taken may be counted toward the 12-week leave entitlement (e.g. an absence for physical therapy, 2 hours a week, reduces an employee's leave entitlement by 2 hours each week).
EMPLOYEE NOTICE:	• Must give as much notice as possible but no less than 30 days when foreseeable. If not foreseeable, best reasonable notice. • If no notice give, employer may delay leave until employee complies with notice requirement, up to 30 days where leave foreseeable. • There is no written notice requirement However, internal policies may dictate otherwise or you may wish to adopt a policy to that effect.
EMPLOYER'S RESPONSE TIME:	• Employer must respond to employee leave request within 10 days of receipt of request. (CFRA) • If employer requires paid leave to be substituted for family and medical leave, employer must notify employee of such within two business days of employee's request for such leave or within two business days of determining the leave qualifies for family care and medical leave. (FMLA)
DESIGNATION OF LEAVE:	• Employer is responsible for designating leaves as qualifying under CFRA and/or FMLA and for giving notice of this designation to the employee. • Leave designation may not be made after the leave has ended. In other words. only prospective designation is permitted unless the employer was unaware of the employee's leave eligibility, in such a case, retroactive designation is permitted. For example, if an employee takes sick leave that tums into a SHC (e.g., bronchitis turns into bronchial pneumonia) and the employee informs employee of need for additional sick leave, the entire sick leave period may be counted as family and medical leave because of the employee's qualifying reason; a SHC that keeps the employee from performing job functions.
HEALTH BENEFITS:	• Employer must pay 12 work-weeks of group health care benefits, not counting any separate pregnancy disability entitlement, to the same extent that employer would have paid if employee had continued working. • Employer may recover from employee the premiums employer paid for employee's group health benefits while employee on leave if employee fails to retum from leave or employee works less than 30 days after returning from leave. (CFRA) • Employer may not recover premiums paid daring leave where employee uses paid leave or when failure to return is caused qualifying reason of leave or a circumstance beyond employee's control

OTHER BENEFITS:	Employer must allow employee to continue to participate in other employee benefits plans if employer does so for other kinds of personal leaves; if not, employer still must allow employee to do so, albeit at employee's own expense. For example: • retirement and pension plans • short-term, long-1eon disability • supplemental unemployment benefit plans
REINSTATEMENT RIGHTS:	Employee entitled to be reinstated to the same or equivalent position under FMLA (same or comparable position under CFRA) with the same terms and conditions of employment pursuant to employer's policies and practices unless "key employee" exception applies. Note: • Employee has not right to the same position. • If employee hired for specific project/term and project/term is over, no duty to reinstate, but if someone else is hired to do project for same term, employer should reinstate. • If position eliminated while employee on leave, and employer would have laid off employee if still working, no duty to reinstate (Good Faith Required.) • If employee cannot perform an essential function of position because of a physical or mental condition, no right to reinstatement although employee may have tights under the Americans with Disabilities Act.
KEY EMPLOYEE EXCEPTION:	Key employee = an eligible salaried employee who is among the highest paid 10% of all employees within 75-miles of employee's worksite. Employer may deny reinstatement (not leave) to key employee if such denial is necessary to prevent grievous economic injury to the operations of the employer. Test= whether key employee's reinstatement (not absence) will cause substantial and grievous economic injury to employer's operations.
FITNESS FOR DUTY REPORT:	• Employer may have a uniformly applied policy or practice requiring all employees who take leave for a particular condition, (i.e., extended illness leave) to obtain a fitness for duty report before reporting back to work. If so, employer may deny reinstatement until fitness for duty report submitted by employee. • Report need be only a simple statement of employee's ability to return to work. • Employer requiring a fitness for duty report must give employee specific notice of requirement at time of leave request or immediately after leave commences. • Employee may want to consider adopting a policy for periodic reporting for situations when medical certification is not definitive about time needed away.
SENIORITY:	Employee retains the same status, coverage and benefits during the leave. Employee gains no seniority, yet loses no seniority. Employer may permit employee to accrue seniority during leave.

BREAK IN SERVICE:	No break in services for purposes of longevity or seniority under Collective Bargaining Agreement or under any employee benefit plan.
SCHOOL DISTRICT:	Since CFRA has no teacher restrictions, FMLA restrictions are presumed inapplicable per officials at administering policy.
DEFENSES:	No undue hardship but untimely notice or failure to obtain medical certification pursuant to employer's policy may delay granting of leave request.
LEGAL REMEDIES AGAINST EMPLOYERS:	• Under FMLA, employees may bring court actions or may file a complaint with the enforcement agency and may obtain liquidated damages equivalent to double the wages lost, up to 12 weeks, plus costs for bringing the action including attorneys' fees and expert fees. • Under CFRA, employees are limited to max. $50,000 in compensatory damages and civil penalties imposed by the Commission; full remedies available in court actions.
ENFORCEMENT AGENCY:	FMLA – United State Department of Labor, Wage and Hour Division CFRA – Calfiornia Fair Employment and Housing Commission
EFFECTIVE DATES OF LEAVE ACTS	FMLA – August 5, 1993 or February 5, 1994 for t m hose with collective bargaining agreements in effect until then. CFRA – January 1, 1992 or January 1, 1993 for those that had effective collective bargaining agreements in 1992 AB 1460 – Largely conformed CFRA with FMLA, effective October 4, 1993 or February 5, 1994 for those with collective bargaining agreements in effect until then.
REGULATIONS:	FMLA Final Regulations – Passed January 6, 1995; effective February 6, 1995. CFRA Regulations – Final CFRA regulations became effective August 12, 1995.

The foregoing synopsis is intended to provide a brief overview of the acts only. It is not comprehensive as the rules governing this area are long and complex. In particular factual circumstances, you should consult the actual text of the Acts and their governing regulations or your employment law attorney.

Standard Insurance Company - Group Disability Insurance

Annual Salary Range		Certificated 11thly Rates	Certificated 12thly Rates	Classified 11thly Rates	Classified 12thly Rates
From	To	Per Member Rates Effective 9/1/2013			
$0	$8,249	$2.30	$2.11	$2.45	$2.25
$8,250	$11,249	$3.00	$2.75	$3.20	$2.93
$11,250	$14,249	$3.92	$3.59	$4.18	$3.83
$14,250	$17,249	$4.83	$4.43	$5.16	$4.73
$17,250	$20,249	$5.75	$5.27	$6.14	$5.63
$20,250	$23,249	$6.68	$6.12	$7.12	$6.53
$23,250	$26,249	$7.59	$6.96	$8.11	$7.43
$26,250	$29,249	$8.52	$7.81	$9.09	$8.33
$29,250	$32,249	$9.44	$8.65	$10.07	$9.23
$32,250	$35,249	$10.36	$9.50	$11.05	$10.13
$35,250	$38,249	$11.28	$10.34	$12.03	$11.03
$38,250	$41,249	$12.20	$11.18	$13.01	$11.93
$41,250	$44,249	$13.11	$12.02	$14.00	$12.83
$44,250	$47,249	$14.04	$12.87	$14.98	$13.73
$47,250	$50,249	$14.96	$13.71	$15.96	$14.63
$50,250	$53,249	$15.88	$14.56	$16.94	$15.53
$53,250	$56,249	$16.88	$15.47	$18.00	$16.50
$56,250	$59,249	$17.85	$16.36	$18.89	$17.32
$59,250	$62,249	$18.77	$17.21	$19.88	$18.22
$62,250	$65,249	$19.70	$18.06	$20.86	$19.12
$65,250	$68,249	$20.63	$18.91	$21.84	$20.02
$68,250	$71,249	$21.56	$19.76	$22.82	$20.92
$71,250	$74,249	$22.48	$20.61	$23.80	$21.82
$74,250	$77,249	$23.41	$21.46	$24.79	$22.72
$77,250	$80,249	$24.34	$22.31	$25.77	$23.62
$80,250	$83,249	$25.27	$23.16	$26.75	$24.52
$83,250	$86,249	$26.19	$24.01	$27.73	$25.42
$86,250	$89,249	$27.12	$24.86	$28.71	$26.32
$89,250	$92,249	$28.05	$25.71	$29.69	$27.22
$92,250	$95,249	$28.97	$26.56	$30.68	$28.12
$95,250	$98,249	$29.90	$27.41	$31.66	$29.02
$98,250	$101,249	$30.83	$28.26	$32.64	$29.92
$101,250	$104,249	$31.76	$29.11	$33.62	$30.82
$104,250	$107,249	$32.68	$29.96	$34.60	$31.72
$107,250	$110,249	$33.61	$30.81	$35.59	$32.62
$110,250	$113,249	$34.54	$31.66	$36.57	$33.52
$113,250	$116,249	$35.47	$32.51	$37.55	$34.42
$116,250	$119,249	$36.39	$33.36	$38.53	$35.32
$119,250	$122,249	$37.32	$34.21	$39.51	$36.22
$122,250	$125,249	$38.25	$35.06	$40.49	$37.12
$125,250	$128,249	$39.17	$35.91	$41.48	$38.02
$128,250	$131,249	$40.10	$36.76	$42.46	$38.92
$131,250	$134,249	$41.03	$37.61	$43.44	$39.82
$134,250	$137,249	$41.96	$38.46	$44.42	$40.72
$137,250	$140,249	$42.88	$39.31	$45.40	$41.62
$140,250	$143,249	$43.81	$40.16	$46.39	$42.52
For salaries above $143,250 please contact Human Resources for the rates.					

ROSS VALLEY SCHOOL DISTRICT
Health & Welfare Benefit Comparison 2026-2027

NEW RATES FOR 2026 - 2027

MEDICAL UNDER PERS HEALTH BENEFIT & DELTA DENTAL PPO		Monthly Amounts			
		Employee Only	Employee + One	Employee + Two	% CHG
DELTA DENTAL PPO - Effective 10/1/2026 through 9/30/2027		49.52	99.04	143.62	-10.00%
MEDICAL - Effective 1/1/2027 through 12/31/2027					
HMOs	Plan Code				
Anthem Blue Cross Traditional HMO	509	1,732.52	3,465.04	4,504.55	7.47%
Blue Shield Access+	525	1,479.12	2,958.24	3,845.71	13.61%
Kaiser HMO	533	1,187.63	2,375.26	3,087.84	1.61%
Western Health Advantage	591	1,030.80	2,061.60	2,680.08	6.31%
PPOs					
PERS Gold Select (Blue Shield of California)	648	1,215.17	2,430.34	3,159.44	8.44%
PERS Platinum Choice (Blue Shield of California)	657	1,778.62	3,557.24	4,624.41	6.50%
INCOME PROTECTION PLAN (Mandatory)					
The Standard Group Disability		Sliding Scale	*See backside for rate scale		
Total Monthly with Kaiser & Delta Dental		1,237.15			

RATES FOR 2025 - 2026

MEDICAL UNDER PERS HEALTH BENEFIT & DELTA DENTAL PPO		Monthly Amounts			
		Employee Only	Employee + One	Employee + Two	% CHG
DELTA DENTAL PPO - Effective 10/1/2025 through 9/30/2026		55.02	110.05	159.58	-10.00%
MEDICAL - Effective 1/1/2026 through 12/31/2026					
HMOs					
Anthem Blue Cross Traditional HMO	509	1,612.08	3,224.16	4,191.41	7.44%
Blue Shield Access+	525	1,301.95	2,603.90	3,385.07	11.26%
Kaiser HMO	533	1,168.86	2,337.72	3,039.04	5.03%
United Healthcare Signature Value Alliance	576	1,290.06	2,580.12	3,354.16	8.90%
Western Health Advantage	591	969.58	1,939.16	2,520.91	6.05%
PPOs					
PERS Gold Select (Blue Shield of California)	613	1,120.58	2,241.16	2,913.51	10.81%
PERS Platinum Choice (Blue Shield of California)	601	1,670.14	3,340.28	4,342.36	12.31%
INCOME PROTECTION PLAN (Mandatory)					
The Standard Maximum Premium		Sliding Scale	*See backside for rate scale		
Total Monthly with Kaiser & Delta Dental		1,223.88			

PLEASE NOTE:
Open Enrollment Dates for Medical: 9/14/26-10/9/26 There is No Open Enrollment for Dental Coverage

- **Effective 1/1/26 District H&W Cap for Classified Employees: $1,223.88/mo or $14,686.56/yr plus Income Protection**
- **Effective 1/1/27 District H&W Cap for Certificated Employees: $1,237.15/mo or $14,845.80/yr plus Income Protection**
- **For all employees hired after 1/1/2001 - the Cap is prorated by FTE**

For More Information:
- **Anthem Blue Cross HMO Traditional - www.anthem.com/ca/calpers or (855) 839-4524**
- **Blue Shield Access+ HMO - blueshieldca.com/calpers (800) 334-5847**
- **Kaiser Permanente - www.kp.org/calpers or (800) 464-4000 or (800) 305-1220**
- **PERS Gold or Platinum (Blue Shield PPO) - www.anthem.com/ca/calpers or (877) 737-7776**
- **Western Health Advantage - www.westernhealth.com/calpers/plans-and-benefits/ or (888) 942-7377**
- **CalPERS information & publications - www.my.calpers.ca.gov or (888) 225-7377**
- **Health Benefits Summary - https://www.calpers.ca.gov/docs/forms-publications/2024-health-benefit-summary.pdf**

Secretary of State

Declaration of Domestic Partnership

DP-1

FILE NO: _____

IMPORTANT — Read Instructions before completing this form.

Filing Fee – **$33.00** if both partners are under the age of 62;
$10.00 if either partner is 62 or older

This Space For Office Use Only

1. Declaration Statement (Do not alter the Declaration Statement – **ALL** must be true to file the Form DP-1.)

We, the undersigned, do declare the following:

- We meet the requirements of California Family Code section 297, which are as follows:
  - Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
  - The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
  - Both persons are at least 18 years of age, except as provided in Section 297.1.
  - Both persons are capable of consenting to the domestic partnership.
- Both persons consent to the jurisdiction of the Superior Courts of California for the purpose of a proceeding to obtain a judgment of dissolution or nullity of the domestic partnership or for legal separation of partners in the domestic partnership, or for any other proceeding related to the partners' rights and obligations, even if one or both partners ceases to be a resident of, or to maintain a domicile in, this state.
- To the best of our knowledge and belief, the representations herein are true and correct, and contain no material omissions of fact.
- Filing an intentionally and materially false Declaration of Domestic Partnership shall be punishable as a misdemeanor. (Section 298(c).)

2. Names of Partners (Please type or print legibly in blue or black ink.)

a. Partner 1 First Name	Middle Name	Last Name
b. Partner 2 First Name	Middle Name	Last Name

3. Optional: Middle or Last Name Change (See Instructions for name change restrictions.)

a. Date of Birth (Required for Name Change)	Partner 1 New Middle Name	Partner 1 New Last Name
b. Date of Birth (Required for Name Change)	Partner 2 New Middle Name	Partner 2 New Last Name

4. Mailing Address

Address	City (no abbreviations)	State	Zip Code

5. Read and Sign Below (This form must be signed by both partners and acknowledged by a notary public.)

_____ _____
Partner 1 Signature Date

_____ _____
Partner 2 Signature Date

Clear Form Print Form

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

Clear Form Print Form

Instructions for Completing the Declaration of Domestic Partnership (Form DP-1)

A domestic partnership shall be established in California when both persons file a Declaration of Domestic Partnership (Form DP-1) with the Secretary of State.

Effective January 1, 2020, all couples regardless of age or sexual orientation that are eligible to be married may register with the California Secretary of State as domestic partners.

Registered domestic partners have the same rights, protections, and benefits, and are subject to the same responsibilities, obligations, and duties under California law as are granted to and imposed upon spouses.

In circumstances when a registered domestic partnership meets all the requirements listed in Section 299(a), the domestic partnership may be terminated by filing a Notice of Termination of Domestic Partnership form with the California Secretary of State.

Fees:

- The fee for filing Form DP-1 is **$33.00** if both partners are under the age of 62.
- The fee for filing Form DP-1 is **$10.00** if either partner is 62 or older.
- A separate, non-refundable **$15.00** special handling fee is required if you submit in person (drop off) your completed document at our Sacramento or Los Angeles office.
- The certification fee is **$5.00** for each certified copy requested. Certified copies are optional.*

One plain copy of the filed Declaration of Domestic Partnership and a Certificate of Registration of Domestic Partnership will be provided to the partners once the Declaration is filed with our office.

*It is common for other entities (e.g., California DMV, Social Security Administration, medical insurance provider, etc.) to request proof of a domestic partnership once filed. California Family Law provides that a certified copy of the Declaration of Domestic Partnership is acceptable as proof the Domestic Partnership is filed with the Secretary of State's office.

Payment Type: Options vary by method of submission. Checks or money orders should be made payable to the Secretary of State.

- By mail, the Sacramento office accepts payment made by check or money order.
- In person, the Sacramento office accepts payment made by check, money order, cash, or credit card (Visa or Mastercard).
- In person, the Los Angeles office accepts payment made by check, money order, or credit card (Visa or Mastercard). The Los Angeles office does not accept cash.

If you are not completing this form online, please **type** or **legibly print** in black or blue ink. **Complete the Declaration of Domestic Partnership (Form DP-1) as follows:**

Item	Instruction	Tips
1.	These statements are required by statute and must not be altered.	
2a & b.	Enter the current names of Partner 1 and Partner 2.	• If there is a suffix, e.g. Jr., III, etc., include this as part of the last name.
3a & b.	**Optional:** Either partner has the option of changing their middle or last names upon registration of a Domestic Partnership. If choosing to do so, enter	• Can adopt the following middle or last names: – Current last name of the other domestic partner.

	the new middle and/or last name and date of birth.	– Last name of either domestic partner given at birth. – A name combining into a single last name all or a segment of the current last name or the last name of either domestic partner given at birth. – A hyphenated combination of last names. • Additional proof must be provided if the new middle and/or last name uses names other than the middle or last names provided by the partners in section 2 of form DP-1, such as a name given at birth that is not the current legal name. A photocopy of a birth certificate is a sufficient and acceptable form of proof.
4.	Enter a mailing address for the partnership.	• A complete mailing address is required (address, city, state, zip code). • Do not abbreviate city names.
5.	Sign and date.	• Must be a wet signature. • The signatures of both partners must be notarized either on a single certificate of acknowledgment, or two separate certificates of acknowledgment. • The Declaration of Domestic Partnership must be signed using the name of the individual prior to the name change, if any, listed on this form.

Where to File: For easier completion, this form is available at the Secretary of State's office or on the Secretary of State's website at https://www.sos.ca.gov/registries/domestic-partners-registry/.

The completed form can be mailed to Secretary of State, Domestic Partners Registry, P.O. Box 942870, Sacramento, CA 94277-2870, or delivered in person to the Sacramento office, or delivered in person to the Los Angeles office. Please refer to the Secretary of State's website at www.sos.ca.gov/registries/domestic-partners-registry/contact/ for office locations and phone numbers.

Legal Authority: Statutory filing provisions are found in Family Code Sections 297 and 298. All statutory references are to the California Family Code, unless otherwise stated.

TERMINATING

A

CALIFORNIA REGISTERED

DOMESTIC PARTNERSHIP

Produced by the
California Secretary of State's Business Programs Division
Notary Public & Special Filings Section



2025

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Notice of Termination of Domestic Partnership… ..... Attached

What is this Brochure

This brochure describes the requirements for terminating a California registered domestic partnership in the State of California and explains the nature and effect of termination. In certain limited circumstances, if all the legal requirements are met, partners may terminate a registered domestic partnership by preparing and filing a Notice of Termination of Domestic Partnership form with the California Secretary of State. In all other circumstances, at least one of the partners must file a petition with, and obtain a judgment from, a California Superior Court in the same way that marriages are terminated.

To terminate a domestic partnership using the procedure through the California Secretary of State, you must sign a form stating that you have read and understood this brochure. Therefore, it is important to read this entire brochure carefully. This brochure cannot answer every question that may arise in a particular set of circumstances, and this brochure is not intended to provide legal advice. For additional questions about terminating a registered domestic partnership and the effect of termination after you review this brochure, a private attorney should be consulted.

If filing a Notice of Termination of Domestic Partnership, this brochure should be saved for at least six months from the date the termination form is filed with the California Secretary of State. Either partner can revoke the termination within six months of filing the termination form with the California Secretary of State.

Some Important Terms to Know

In order to understand the nature and effect of terminating a registered domestic partnership, the following explains some key terms that are used throughout this brochure. Additionally, both partners should understand that as a couple in a registered domestic partnership, there are certain things that the partners **own together** and there may be certain debts that the partners **owe together**.

Community Obligations

Community obligations are the debts that the partners incurred after registering the domestic partnership and before the separation date. In most cases, this includes anything still owed on any debts either partner took on after the date registering as domestic partners but before the date of separation. A debt is usually still a community obligation even when only one partner's name is on the loan.

Community Property

Community property is everything that the partners have acquired together after registering their domestic partnership. In most cases, that includes anything that either partner earned and anything that either partner bought with those earnings after the date the domestic partnership was registered but before the date of separation. This may not be the case if a written property settlement agreement was made between the partners regarding rights to partnership property. In that situation an attorney should be consulted regarding the partners' respective rights to community property.

Date of Separation

The date of separation is the date one of the partners tells the other partner that they want to terminate the domestic partnership and there is no chance of continuing the partnership. In most cases, it is the date the partners stop living together as a couple, but if there are questions about the separation date, an attorney should be consulted.

Fair Market Value

Except for bank accounts and cash, which are valued at their actual dollar amount, the value of community property is determined by adding together the fair market value of possessions that are community property. Fair market value is an estimate of the amount of money that could be obtained if those items were sold to a stranger at a flea market, garage sale, on the Internet or in the newspaper. It **does not mean** what was paid for those items originally or how much it would cost to replace those items now. One way of estimating the fair market value is to see what similar items are advertised for in the newspaper want ads or online auction companies. The same method is used to determine the value of separate property.

Notice of Termination of Domestic Partnership

The Notice of Termination of Domestic Partnership is a form obtained from the California Secretary of State, which may be filed with the California Secretary of State in certain limited circumstances to terminate a domestic partnership. It only can be used when the domestic partnership meets all the legal requirements. See Petition for Dissolution of Domestic Partnership below, if you don't meet all the legal requirements to file the Notice of Termination of Domestic Partnership.

Notice of Revocation of the Termination of Domestic Partnership

The Notice of Revocation of the Termination of Domestic Partnership is a form obtained from the California Secretary of State to stop a Notice of Termination of Domestic Partnership from terminating the domestic partnership, and can be filed with the California Secretary of State by either partner within six months of filing the Notice of Termination of Domestic Partnership.

Petition for Dissolution of Domestic Partnership

A Petition for Dissolution of Domestic Partnership is the formal request by one partner to a California Superior Court to dissolve the domestic partnership. It is similar to a Petition for Dissolution of Marriage (a divorce), but only dissolves a domestic partnership. See below if the partners also are married to one another and want to dissolve the marriage and the domestic partnership in one proceeding.

Petition for Dissolution of Domestic Partnership and Marriage

A Petition for Dissolution of Domestic Partnership and Marriage is the formal request by one partner/spouse to a California Superior Court for the court to dissolve both the domestic partnership and the marriage during the same proceeding.

Petition for Judgment of Nullity of Domestic Partnership

A Petition for Judgment of Nullity of Domestic Partnership is the formal request by one partner to a California Superior Court to make a determination that the domestic partnership is legally invalid (void), similar to a Petition for Judgment of Nullity of Marriage (an annulment).

Petition for Legal Separation of Domestic Partners

A Petition for Legal Separation of Domestic Partners is the formal request by one partner to a California Superior Court to divide the community property and debts between the partners and to make other orders regarding custody of children and financial support ***without terminating the domestic partnership***, similar to a petition for legal separation in a marriage.

Property Settlement Agreement

A property settlement agreement is an agreement in writing, signed by both partners, explaining how community property will be divided upon termination of the domestic partnership and how much each partner will pay on the community obligations.

Separate Property

Separate property generally is everything that partners owned prior to registering their domestic partnership and any interest or other income received from that separate property after registering the domestic partnership and before the separation date. In most cases, anything earned or received after the date of separation and anything received by gift or inheritance at any time is also separate property.

Termination of a Domestic Partnership

The termination of a registered domestic partnership ends the registered domestic partnership and returns the partners to the status of un-partnered persons. The partners no longer will have the rights, protections and benefits or obligations and responsibilities under the law as registered domestic partners. The process of termination usually will divide all the community property and community obligations of the partners. Once effective, the termination may not be undone except in limited circumstances by order of a California Superior Court. Termination of a domestic partnership does not dissolve a marriage.

Terminating a Domestic Partnership by a Notice of Termination of Domestic Partnership

In certain limited circumstances, a registered domestic partnership may be terminated by filing a Notice of Termination of Domestic Partnership with the California Secretary of State. This is easier and more economical than terminating a domestic partnership with the Superior Court, but not every domestic partnership is eligible to file a Notice of Termination of Domestic Partnership with the California Secretary of State. A domestic partnership may be terminated through the California Secretary of State only if ALL of the legal requirements listed below are true at the time the Notice of Termination of Domestic Partnership is submitted to the California Secretary of State for filing. Even if only one of the statements is not true, the domestic partnership cannot be terminated with the California Secretary of State and a petition with a California Superior Court to dissolve the domestic partnership must be filed.

Requirements for Filing a Notice of Termination with the California Secretary of State

___ 1. We have both read this brochure and understand it.

___ 2. We both want to terminate the domestic partnership.

___ 3. We have not been registered as domestic partners more than 5 years.

___ 4. No children were born to us before or during the domestic partnership.

___ 5. We did not adopt any children during the domestic partnership.

___ 6. Neither of us is now pregnant.

____ 7. Neither of us owns any part of land or buildings.

____ 8. Neither of us is renting any land or buildings (except where one or both of us lives, and that lease does not include a purchase option and will end within one year of filing the Notice of Termination of Domestic Partnership form).

____ 9. Not counting automobile loans, our community obligations are not more than $7,000.

____ 10. Not counting loans and automobiles, our community property is worth less than $57,000.

____ 11. Not counting loans and automobiles, neither one of us has separate property totaling more than $57,000.

____ 12. We have prepared and signed a property settlement agreement prior to submitting the Notice of Termination of Domestic Partnership form that states how community property possessions and community obligations will be divided (OR that states that no community property or community debt have been accumulated).

____ 13. We agree that we do not want money or support from the other partner except what is included in the property settlement agreement dividing the community property and community obligations.

If statements 1 through 13 above are all true, your domestic partnership may be terminated by filing a Notice of Termination of Domestic Partnership with the California Secretary of State. The Notice of Termination of Domestic Partnership may be obtained from either the California Secretary of State office or from our website at www.sos.ca.gov/registries/domestic-partners-registry.

The Notice of Termination of Domestic Partnership must be signed by both partners and filed with the California Secretary of State. Before completing the form, please review the requirements and this brochure very carefully.

It is possible for a court to set aside and cancel a termination filed with California Secretary of State if it can be shown that all the requirements were not met at the time the form was filed. Although not required, it may be in your best interest prior to filing a Notice of Termination of Domestic Partnership with the California Secretary of State to consult an attorney about ending your domestic partnership.

How Long Does it Take to Terminate the Domestic Partnership?

The domestic partnership will terminate automatically **six months after** the date the Notice of Termination of Domestic Partnership is filed with the California Secretary of State, ***as long as neither partner revokes (cancels) the termination before the end of the six-month period***.

What You Should Know About Revoking the Filing of a Notice of Termination

Either partner can revoke (cancel) the filing of a Notice of Termination of Domestic Partnership, for any reason, at any time before the end of the six-month period that starts when the notice is filed with the California Secretary of State. The most common reasons to revoke the termination are because you decided to return to your partner and not terminate the domestic partnership; or because you decided to go to court to dissolve the domestic partnership; or because one of you is now pregnant.

In order to revoke the filing of the notice of termination, a Notice of Revocation of Termination of Domestic Partnership must be filed with the California Secretary of State and a copy must be sent to your

partner by first-class mail. If you decide to revoke the filing of the notice of termination, you must file a revocation before the end of the six-month period or the domestic partnership automatically will terminate.

The Notice of Revocation of Termination of Domestic Partnership may be obtained from either the California Secretary of State office or from our website at www.sos.ca.gov/registries/domestic-partners-registry.

The revocation of the filing of the notice of termination cannot be canceled or undone. If you change your mind and decide to continue with terminating the domestic partnership, you will have to start the process over again (including the six-month period) by filing another Notice of Termination of Domestic Partnership with the California Secretary of State or file a petition of dissolution with a California Superior Court.

An Important Difference Between Filing a Notice of Termination with the California Secretary of State and a Petition of Dissolution with the Superior Court

When dissolving a domestic partnership with a California Superior Court, you have a right to a court hearing in front of a judge. If either partner is not satisfied with the judge's decision, it is possible to challenge that decision. This can be done, for example by asking for a new hearing based on new evidence, or by appealing the decision to a higher court. *With filing a Notice of Termination of Domestic Partnership, there is no hearing.* Partners who choose to file a Notice of Termination of Domestic Partnership form with the California Secretary of State generally do not have the right to ask for a hearing or the right to appeal the decision to a higher court.

Court Set-Aside of California Secretary of State Termination

There are some cases in which a domestic partnership that has been terminated through the California Secretary of State can be challenged in court and set aside (reversed) after the six-month waiting period is over. **If you believe your termination should be set-aside after the six-month period, you should consult an attorney about this possibility.** The court may have the power to set aside the termination if you can show:

(1) the domestic partnership did not meet all 13 of the requirements listed above at the time the Notice of Termination of Domestic Partnership form was filed; OR

(2) you were deceived in agreeing to the terms of the property settlement agreement. This is possible if you find out that your domestic partner lied about the value of property to get you to agree to the terms of the property settlement agreement (e.g. certain items going to your partner turned out to be much more valuable than you thought when you filed or certain items going to you were much less valuable than you thought when you filed); OR

(3) you signed the Notice of Termination of Domestic Partnership against your will. This is possible if you can show that your domestic partner used threats or other kinds of unfair pressure to get you to go along with the property settlement agreement or the termination; OR

(4) there are serious mistakes in the property settlement agreement. Various kinds of other mistakes may make the termination invalid, but you will have to go to court to prove the mistakes.

An attorney should be consulted for more information about a court proceeding setting aside a termination. Correcting mistakes and unfairness in a termination obtained by filing a Notice of Termination of Domestic Partnership can be difficult, expensive, and time consuming. It is very important for both partners to be honest, cooperative, and careful when terminating the domestic partnership by filing a Notice of Termination of Domestic Partnership with the California Secretary of State.

Dissolution or Nullity of Domestic Partnership by Petition of the Superior Court

If all 13 of the requirements described above for terminating your domestic partnership through the filing process with the California Secretary of State are not met, a petition must be filed with a California Superior Court in order to dissolve the domestic partnership. This is the same process used to dissolve a marriage (a divorce or annulment) or to legally separate. There are four different petitions that can be filed with the court, and each has different effects as briefly described below.

How to Start

To start a court process, you must complete and file a Petition for Dissolution of Domestic Partnership, a Petition for Dissolution of Domestic Partnership and Marriage, a Petition for Judgment of Nullity of Domestic Partnership, or a Petition for Legal Separation of Domestic Partners with a California Superior Court. A copy of the petition and the court summons must be personally delivered to your domestic partner. However, you cannot deliver the summons and petition yourself. You must have an adult friend or other adult deliver the documents or you can pay a process server or private company to complete this task.

You Can Go to Mediation or Ask for Temporary Orders

Unlike filing a notice of termination with the California Secretary of State, when you file a petition with the court, you will have the right to ask the court to help you come to an agreement or to make temporary orders while waiting for the domestic partnership to be dissolved. It is always best if both partners can reach agreement on the issues, but when you can't reach an agreement, and the matter must be resolved right away, you can ask the court to send you to mediation (a process that will help you reach agreement) and/or to make temporary orders. Either partner may ask the court to make temporary orders regarding property rights, support, child custody, and other issues involving the partnership.

Petition for Dissolution of Domestic Partnership

A Petition for Dissolution of Domestic Partnership is a formal request by one partner to the Superior Court asking the court to dissolve the domestic partnership. It is very similar to a Petition for Dissolution of Marriage (a divorce), but only dissolves the domestic partnership. A judgment issued by the court in this case will dissolve the domestic partnership and will restore both partners to the status of un-partnered persons. Among other things, the judgment also will decide the custody of any minor children of your domestic partnership, how your possessions and obligations will be divided, and if any support will be paid from one partner to the other.

How Long Does it Take for the Court to Dissolve the Partnership?

Once you have started the process, it will take *at least* six months for the court to dissolve the domestic partnership and enter a judgment in a Petition for Dissolution of Domestic Partnership. In many cases it takes longer than six months. The time it takes will depend on your particular situation and on how well you and your partner cooperate in the process.

Petition for Dissolution of Domestic Partnership and Marriage

A Petition for Dissolution of Domestic Partnership and Marriage is a formal request by one partner/spouse to a California Superior Court to dissolve both the domestic partnership and the marriage in a single proceeding. A judgment issued by the court in this case will end both the domestic partnership and the marriage.

How Long Does it Take for the Court to Dissolve the Partnership and Marriage?

Similar to a petition for dissolution alone, this process will take at least six months and the length of time will depend on your particular situation and on how well you and your partner cooperate in the process.

Petition for Judgment of Nullity of Domestic Partnership

A Petition for Judgment of Nullity of Domestic Partnership is the formal request by one partner to a California Superior Court for the court to declare the domestic partnership legally invalid (void). It is similar to a Petition for Nullity of Marriage (annulment). A Judgment of Nullity of Domestic Partnership issued by the court will void the domestic partnership and will restore both partners to the status of un-partnered persons. However, among other things, the court also will decide custody of any minor children of your domestic partnership, how your possessions and obligations will be divided, and if any support will be paid from one partner to the other.

Differences from Dissolution of Domestic Partnership

Unlike a Dissolution of Domestic Partnership, which ends the partnership, a Nullity of Domestic Partnership declares it void from the beginning. The court still will decide the issues of child custody and child support the same way as a dissolution of domestic partnership, but there can be differences in how the court divides your property and orders one partner to pay support for the other. Another difference between a Dissolution of Domestic Partnership and a Nullity of Domestic Partnership is that the partner asking the court to void the domestic partnership will have to prove certain things to the court in order to get the court to order the partnership void.

The requirements of a Petition for Nullity of Domestic Partnership are often difficult to prove and the effects are often complicated. While it is not required, you should consult an attorney before you file this petition.

How Long Does it Take to Nullify the Domestic Partnership?

The time it takes to nullify a domestic partnership will depend on your particular situation and on how well you and your partner cooperate in the process. There is no minimum time limit.

Petition for Legal Separation of Domestic Partners

A Petition for Legal Separation of Domestic Partners is the formal request by one partner to a California Superior Court for the court to divide the community property and debts between the partners and to make other orders regarding custody of children and financial support *without ending the partnership*. It is similar to a Petition for Legal Separation in a marriage.

Differences from a Dissolution of Domestic Partnership

Unlike a Petition for Dissolution of Domestic Partnership, a Petition for Legal Separation of Domestic Partners **does not** dissolve the domestic partnership and it **does not** restore the partners to the status of un-partnered persons. Until the domestic partnership is dissolved, and you are restored to the status of un-partnered persons, you will not be allowed to enter into another domestic partnership or a marriage. In a legal separation, the court will financially separate you and your domestic partner, and the court also will decide the custody of any minor children of your domestic partnership, how your possessions and obligations will be divided and if any support will be paid from one partner to the other in the same way as a dissolution proceeding would.

How Long Does a Legal Separation Take?

The time it takes for a legal separation will depend on your particular situation and on how well you and your partner cooperate in the process. There is no minimum time limit.

Should You Consult an Attorney?

You do not have to see an attorney in order to terminate your domestic partnership by filing a Notice of Termination of Domestic Partnership with the California Secretary of State or prior to filing a petition for dissolution, separation, or nullity with a California Superior Court. However, the process can get complicated and this brochure is not intended to provide legal advice in your individual situation. It is a good idea to seek legal advice from an attorney who knows family law before you decide to proceed with filings by yourself. You may decide to hire an attorney to complete the process or to consult an attorney to explain your rights in your particular situation; including providing an independent and objective review your property settlement agreement.

The California Judicial Council through the California Courts website provides information about the legal process and obtaining free and low-cost legal assistance at www.courts.ca.gov/selfhelp. Lawyer referral services also are available through the State Bar of California at (866) 442-2529 or 866-44-CA-LAW (toll free in California) or (415) 538-2250 or on their website at http://www.calbar.ca.gov/Public/Need-Legal-Help or via email at LRS@calbar.ca.gov. Court forms are available at your local courthouse or online at www.courts.ca.gov/forms.

You should not rely on this brochure alone. This brochure is not intended to provide legal advice.

If you decide not to consult with an attorney, you should read and understand the applicable provisions of the California Family Code, read and understand the applicable forms and instructions that may be applicable to your situation, as well as seek out California family law resources to ensure you completely understand the effects of terminating or dissolving your California domestic partnership.

State of California
Secretary of State

FILE NO: _____

(Office Use Only)

Notice of Termination of Domestic Partnership
(Family Code section 299)

Instructions:

1. **Complete and send to:**
   Secretary of State
   P.O. Box 942870
   Sacramento, CA 94277-2870
   (916) 653-3984

2. **There is no fee for filing this Notice of Termination of Domestic Partnership.**

3. **Both registered domestic partners must sign the same Notice of Termination of Domestic Partnership form pursuant to Family Code section 299(a)(1), and both signatures must be notarized. The signatures can be acknowledged at different times by different notaries public as long as separate certificates of acknowledgment are attached to the form.**

We, the undersigned, do declare that:

We are terminating our domestic partnership. We have read and understand the brochure prepared by the Secretary of State describing the requirements, nature, and effect of terminating a domestic partnership. We also declare that all of the conditions exist as specified in Family Code section 299(a).

Secretary of State File Number (if known): _____

_____ _____
Signature of Partner Printed Name (Last) (First) (Middle)

_____ _____
Signature of Partner Printed Name (Last) (First) (Middle)

RETURN TO (Enter the name and the address of the person to whom a copy of the filed document should be returned.)

NAME ⌜ ⌝

ADDRESS

CITY/STATE/ZIP ⌞ ⌟

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

Clear Form Print Form

FILE NO._____

State of California
Secretary of State

REVOCATION OF TERMINATION OF DOMESTIC PARTNERSHIP
(Family Code section 299)

(Office Use Only)

Instructions:

1. Complete and mail to:

   Secretary of State
   P.O. Box 942870
   Sacramento, CA 94277-2870
   (916) 653-3984

2. There is no fee for filing this Revocation of Termination of Domestic Partnership.

I, the undersigned, do declare that:

I am revoking the termination of domestic partnership, notice of which was filed with the Secretary of State on _____. This revocation is being filed within six months of the date the
(month/day/year)
Notice of Termination was filed with the Secretary of State. I have sent the other party a copy of this notice of revocation by first-class mail, postage prepaid, at the other party's last known address.

_____ _____
Signature Printed Name (Last) (First) (Middle)

_____
Partner's Name (Last) (First) (Middle)

RETURN TO (Enter the name and the address of the person to whom a copy of the filed document should be returned.)

NAME

ADDRESS

CITY/STATE/ZIP

Catastrophic Leave Program
RVTA Employees Only

AUTHORIZATION TO DONATE SICK LEAVE

Name _____

Last 4 SSN _____

Location _____

Position _____

_____ No - I have read Article X, Section 10.14 Catastrophic Leave of the Collective Bargaining Agreement, and I do not wish to participate.

_____ Yes - I have read Article X, Section 10.14 Catastrophic Leave of the Collective Bargaining Agreement, and I hereby authorize the transfer of one day from my account.

_____ _____

Signature Date

Ross Valley School District
Certificated Personnel
Extra Work Agreement

Directions: Each school year when a unit member works outside their contract time**,** The administrator responsible for the activity is to complete this form, have unit member review/sign, and provide a copy to unit member. Examples of applicable activities include report card committee, site team leader, or site council. Examples of when not to complete the Agreement include activities outlined in Articles III or VI of the RVTA Collective Bargaining Agreement, for serving on an interview panel, or for subbing during shortage. Any questions about Agreement completion are to be directed to the Human Resources Department, and an HR representative will consult with an RVTA Co-President.

If the scope of the activity substantially changes, a new agreement is to be completed. If the unit member ceases to continue the agreed upon paid activity or does not agree to the revised paid activity they shall be paid on a pro-rata basis for work completed.

For a stipended activity, the administrator will submit a stipend form on the unit member's behalf. For hourly activity, the unit member will complete a time sheet and submit it to the administrator. For release time, the administrator will make note on the absence form and on the substitute's time sheet, if applicable.

Administrator Name: _____

Description of Activity (type of work, estimated amount of time/duration of activity, etc.):

Participant will receive (check all that apply and include details as applicable)

- ☐ Release Time _____
- ☐ Stipend (e.g. daily, monthly, annually) _____
- ☐ Hourly Pay _____
- ☐ Per Diem (prorated if not a full day)
- ☐ Uncompensated
- ☐ Other _____

Funding Source/Budget Code _____

By signing below, I agree to participate in the above described activity.

_____	_____	_____
Unit Member Name	**Unit Member Signature**	**Date**