Roseville Joint Union High School District

AGREEMENT BETWEEN

THE ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES

AND

THE ROSEVILLE SECONDARY EDUCATION ASSOCIATION

IN EFFECT UNTIL: June 30, 2029

The Revised Agreement was approved by the Board of Trustees on April 14, 2026.

RJUHSD/RSEA Contract
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ARTICLE 1

RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for a unit described as all teachers, including those who teach summer school, credit recovery or online courses, nurses and librarians. Excluded from the Association's representation are summer school or credit recovery/online teachers not employed in the regular year, adult school teachers, substitute teachers, counselors, speech therapists, and those lawfully designated as management, supervisory, or confidential.

ARTICLE 2

NEGOTIATING PROCEDURES

1. The procedure hereinafter described shall be the exclusive method by which this Contract shall be modified.

2. Prior to November 1 of each year, either the Association or the District may reopen for negotiations Article 5 and/or Article 6. In addition, either or both parties may reopen for negotiations a combination of two other existing Articles in the Contract or new items.

3. Negotiations shall take place at a mutually agreeable time and place, provided that meetings shall be held within ten (10) school days of the Board's public response. Whenever representatives of the Association are mutually scheduled by the parties to participate during working hours respecting modification of the Contract, they shall suffer no loss in pay.

4. Either the District or the Association may utilize the services of outside consultants to assist in the negotiations, including representation in actual negotiations.

5. During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties.

6. When the Association and the District reach tentative agreement on all matters being negotiated, the complete written Contract shall be submitted to and ratified by the membership of the Association and the District prior to becoming effective.

ARTICLE 3

DISTRICT RIGHTS

1. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the items and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals, and objectives; determine staffing patterns, determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption or rescinding of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Contract, and then only to the extent such specific and express terms are in conformance with the law.

ARTICLE 4

ASSOCIATION RIGHTS

1. The Association as the exclusive representative of certificated personnel has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks and/or core supplemental materials to the extent such matters are within the discretion of the public-school employee.

2. Association communications may be posted only on bulletin boards or other appropriate space approved by the principal for Association use, or by district email. The authorized Association representative shall be responsible for the posting of such notices and the contents thereof. All notices, prior to posting, shall be signed by the authorized Association representative. A copy of all such material will be provided to the principal at the time of posting. No member of the administration or classified staff will assume any responsibility for the preparation, posting, or distribution of material for the Association.

3. Official Association literature may be distributed through the mail distribution system to the staff. A copy of each item so distributed will be furnished at the time of distribution to the Superintendent.

4. The Association may use school buildings for meetings subject to the following conditions:

    4.1. Use does not interfere with or impair the educational program.

    4.2. Use has not already been granted under statute or District regulations.

    4.3. The principal has been notified at least five (5) days in advance of the time and place of such a meeting.

    4.4. The principal may waive the five (5) days in advance of the time and place of such a meeting.

5. The Association shall have the right to use copy machines for association purposes. The Association may use district software, computers, and e-mail, provided that the computers are those typically available to teachers and the user follows all guidelines regarding access to information. Equipment, software, and computers may be used for association business during preparation and planning hours and hours school is not in session. It is understood that the Association shall use its own supplies and pay for any damage incurred to the equipment caused by such use.

6. The day following the first meeting of the Board of Trustees each month will be designated the RSEA Association day. RSEA Executive Board and Negotiation Team members will be exempt from site and District level meetings to conduct RSEA business. District administrators and site principals will be urged to keep that day free of meetings so that

certificated personnel may be free to attend Association meetings. With this Association day in place, it is understood that representatives of the Association shall not interfere with or interrupt employees during the normal school day and at times when employees are performing their duties.

7. Representatives of the Association shall have the right to inspect, during working hours of the District Administration, any public document, provided that such right does not interfere with the representative's job responsibilities. Under these same restrictions, those representatives shall have the right to copy any public documents, provided that the administrative fee of ten (10) cents per copy is paid. The administrative fee may be waived at the discretion of the District.

8. Upon request, the District shall provide the Association a copy of the certificated directory, at no charge, if such directory is completed and made available to the certificated staff. Teachers shall verify, on an appropriate form, permission to so publish their addresses and telephone numbers.

9. The District shall supply the Association with a list of the names and addresses and telephone numbers of all new teachers, upon request, by the beginning of orientation week. New teachers shall verify, on an appropriate form, permission to furnish such information.

10. The District agrees to post an electronic copy of the Board packet prior to all Board meetings. Such packet shall not include any confidential or non-public information.

11. Dues deduction procedures:

    11.1. Members of the unit shall have the absolute right to form, join, or participate in the organization(s) of their choice.

    11.2. The Association certifies that it has and will maintain individual employee authorizations regarding union membership. The Association shall provide written notification to the District within 10 days of any unit member who is a member of the Roseville Secondary Education Association, CTA/NEA, or who has applied for membership, and who has authorized deduction of Association membership dues. Pursuant to such written notification, the District shall deduct one-tenth (1/10) of such annual dues from the regular salary warrant of the unit member each month for ten (10) months per year. Deductions for unit members who join the Association after the commencement of the school year shall be appropriately prorated to complete dues payments by the end of the school year. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period which commences thirty (30) days or more after the Association submits notification to the District payroll office.

    11.3. With respect to all sums deducted by the District pursuant to authorization of the unit member, the District agrees to promptly remit such monies to the Association. The Association agrees to furnish any information needed by the District to fulfill the provisions of this section.

11.4. The Roseville Secondary Education Association shall indemnify, defend, and hold harmless the District's Board of Education, including each individual School Board Member, and employees, agents, and representatives of the District against any and all claims, demands, suits or other forms of liability; including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees and any back pay, penalties or awards resulting from any court, arbitrator, or PERB orders, judgments, or settlement which may arise by reason of, or resulting from the operation of this Section 10. The Association shall bear all costs of defending against any and all such claims, demands, suits, or other forms of liability, including, but not limited to, court costs, attorney fees and all other costs of litigation.

11.5. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in 10.4, above, shall or shall not be compromised, resisted, defended, tried or appealed. The Association's decision thereon shall be final and binding upon all Parties protected by Section 10.4, above. This paragraph shall not be construed as a waiver on the part of the District, Board of Education, or any individual protected by this Section of any claim against the Association for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless. Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected Party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon request, the District shall provide the Association's legal counsel with documents and information reasonably related to providing a defense.

12. Upon appropriate written authorization from a member of the unit, the District will deduct from the salary of any member of the unit and make appropriate remittance for annuities, credit union, charitable donations, or any other plans or programs approved by the Association and the District.

13. New Bargaining Unit Member Orientation

13.1. Each time a person is newly employed in a position in the bargaining unit, the District shall inform them of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

13.2. The District shall provide an annual new bargaining unit member orientation for all newly hired bargaining unit members to take place within seven (7) calendar days prior to the first day of classes, except when no new bargaining unit members are commencing employment at the start of a given year. Any bargaining unit member(s) hired after the start of the school year shall be provided an in-person orientation/onboarding meeting within twenty-one (21) calendar days from the date of hire.

13.3. Scheduling of Orientation - The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding

meetings, by certified or electronic mail, to the Association president no later than ten (10) calendar days in advance of the annual orientation meeting(s) or five (5) days in advance of other orientation/onboarding meetings that may occur throughout that year. In the event the District is unable to comply with the stated advance notice, the District shall, at the request of the Association, reschedule the orientation/onboarding meeting and provide the advance notice. If, however, the District provides proof that there was an urgent need critical to the employer's operations that was not reasonably foreseeable, the Association shall be provided as much notice as possible.

13.4. Association Time Provided - The Association shall be provided no less than thirty (30) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings New Bargaining Unit Member Information - The following new bargaining unit member information shall be delivered to the Association president in digital format and hard copy no later than 30 days after the date of hire:

1. Name
2. Home Address
3. Phone Numbers - Work, home and cellular
4. Personal (non-District) Email Addresses
5. School Site
6. Grade Level/Assignment
7. Date of Hire

13.5. Bargaining Unit Member Information - In addition, once each semester during every school year, the District shall deliver to the Association president the following information in a digital format for all bargaining unit members:

1. Name
2. Home Address
3. Phone Numbers - Work, home and cellular
4. Personal (non-District) Email Addresses
5. School Site
6. Grade Level/Assignment
7. Date of Hire

14. Employee Opt Out Rights

The District shall not be required to provide an employee's home and personal cellular telephone number or email address to the Association if the employee does not provide such information to the District, has made a written request to limit such disclosure pursuant to Government Code section 6254.3 *[this allows a written request from the employee not to release the information]*, or otherwise has an alternatively designated address pursuant to Government Code section 6207 *[this is essentially a witness protection for victims of domestic violence*].

ARTICLE 5

WAGES

1 The Salary Schedule shall be as set forth in Appendix A, which is attached to and incorporated into this Contract.

1.1 B on the Salary Schedule - those with Standard Secondary or Bachelor's Degree plus 30 units.

1.2 C on the Salary Schedule - those with a Bachelor's Degree plus 45 units.

1.3 D on the Salary Schedule - those with a Bachelor's Degree plus 60 units.

1.4 E on the Salary Schedule - those with a Bachelor's Degree and 75 units.

1.5 F on the Salary Schedule – those with a Bachelor's Degree and 90 units or those with a Bachelor's Degree and 75 units with an advanced degree.

2 Teachers employed with less than AB + 30 and a Regular Credential, shall be placed at Column B, Step 1.

3 Each unit member upon employment by the District, in addition to being placed on schedule in one of the classes provided, will also be placed on a step on the appropriate column. This step is determined as follows:

3.1 One year of credit will be allowed for each previous year of paid, full-time, kindergarten through twelfth grade, credentialed teaching in a public or private school accredited by a United States or other reputable accrediting association. Once the employee has provided documentation of years of prior experience and the District has verified that experience, the employee will be placed on the appropriate step on the salary schedule and will receive the new pay from that point forward. Note: There could be a STRS penalty.

3.2 Beginning with the 2021-22 school year, each unit member upon employment with the District may combine two partial years of previous full-time service OR two full years of previous part-time service OR one partial year of previous full-time service with one full year of previous part-time service to equal one full year of service for the purpose of salary schedule placement in accordance with the following guidelines:

- The partial years of full-time service or the full years of part-time service must be paid, kindergarten through twelfth grade, credentialed teaching in a public or private school accredited by a United States or other reputable accrediting association.

- A full year of service is defined as working 75% or more of the contracted

teacher work days, whereas a partial year of service is defined as working fewer than 75% of the contracted teacher work days. When combining two years of partial full-time service, the two years in question must total 75% or more of the contracted teacher workdays in one year at the previous school.

- A 1.00 Full Time Equivalent (F.T.E.) or higher teaching assignment is considered full-time service, whereas a teaching assignment that is less than a 1.00 F.T.E. is considered part-time service.

For current unit members, combining years of partial full-time service and/or full years of part-time service earned prior to their hire by the RJUHSD will be considered only back to and including the 2012-13 school year. A change in placement on the salary schedule resulting from combining years of prior service will not be compensated retroactively; however, qualified members will be advanced on the salary schedule commencing with the 2021-22 school year and thereafter.

3.3 For School Nurses, one year's credit will be allowed for each prior year of paid, full-time, licensed professional nursing experience in a public or private medical or accredited school setting. One year of full-time work experience is defined as 1500 or more verified hours of relevant industry-related work. Initial placement on the salary schedule shall be determined by post-graduate units and by previous nursing experience, both verified by the District.

For current unit members, prior paid full0time licensed professional nursing experience in a public or private medical setting, completed prior to employment with the District, will be considered to and including the 2017-18 school year. A change in placement on the salary schedule based on additional years of experience will not be compensated retroactively; however, qualified members will be advanced on the salary schedule, commencing with the 2026-27 school year and thereafter.

4 For initial placement on the salary schedule, all post-graduation units awarded by a California state-supported college or university will be accepted. Units from other colleges and universities accredited by a United States or other reputable accrediting association will also be accepted.

4.1 Semester units recognized for salary purposes will be based upon the unit value of 15 teacher contact hours or equivalent per unit. Quarter units shall be multiplied by 0.667 to arrive at the equivalent semester unit.

5 For initial placement on the salary schedule, Career Technical Education (CTE) Teachers who have earned a bachelor's degree will be placed on the salary schedule in the same manner as regularly credentialed teachers.

5.1 CTE teachers without a bachelor's degree, whose credentials are based upon

industry-related work experience, will be placed on the first step of the salary schedule (B-1).

5.2 Beginning with the 2024-25 school year, CTE teachers upon employment will receive one year of service credit for each prior year of verified paid, full-time, industry-related work experience aligned with their CTE teaching placement. One year of full-time work experience is defined as 1500 or more verified hours of relevant industry-related work.

5.3 For current unit members whose teaching assignment requires a CTE credential, the District will consider issuing one year of service credit for each year of verified paid, full-time, industry-related work experience that is aligned to their CTE teaching placement and was completed prior to their employment with the District. A change in placement on the salary schedule based on prior industry experience will not be compensated retroactively; however, qualified members will be advanced on the salary schedule commencing with the 2024-25 school year and thereafter.

6 Teachers are paid on a ten (10) month pay cycle and School Nurses are paid on an eleven (11) month pay cycle. Unless otherwise agreed to by the employee and the District, all members of the unit shall be automatically enrolled in a summer arrears program, which defers a portion of their salary for an eleventh (11^{th}) and/or twelfth (12^{th}) pay period respectively. Earned salary is based on days worked, not pay cycles paid.

7 After hire, units recognized for salary purposes may be earned at a four-year college or university or at a community college under the following conditions:

7.1 Units taken must be within a unit member's major or minor field, education courses prescribed by an accredited university or college to fulfill a program for a specific degree or credential in a subject or subjects commonly taught in California public high schools, or in a subject clearly related to improving the teacher's ability to provide appropriate instruction.

7.2 Units taken may also be accepted for training in extra-curricular or athletic areas to which the teacher is currently assigned or may reasonably be assigned in the future.

7.3 The college, university, or community college is accredited by a United States or other reputable accrediting association.

8 Units earned for salary purposes may only be duplicates of previous courses of training with the approval of the Superintendent, or designee. The unit member must indicate on the District provided approval form that the course is a repeat of a previous course or training.

9 Unit members must receive prior approval for any units to be used for salary purposes on the District provided form.

10 The unit member must provide the District with an official transcript or an original grade card for all units credited toward advancement on the salary schedule. The unit member will remain in the lower column until the units are verified. Once the units are verified, the employee will be placed on the appropriate column and step and will receive the new pay from that point forward.

11 Units to be used for salary purposes for a school year must be completed before the first teacher workday for that school year as established by the adopted school calendar.

12 Cases not covered by the preceding may be referred to the Superintendent, or designee, for consideration.

13 Longevity Increments – Longevity increments shall be provided for eligible unit members. To be eligible, the unit member shall be class E (BA and 75), and have met all other conditions of the salary schedule. Increments will be credited upon completion of 15, 18, 21, 24, and 27 years of service.

14 Members of the unit who utilize their automobiles shall be reimbursed for such utilization at the District rate. For this provision to be applicable, such utilization must be for District business and must be approved by the Superintendent, or designee.

15 A full-time, full-year member of the unit shall receive the full annual salary appropriate to his/her position.

16 A full-time, partial-year member of the unit shall receive that portion of a normal full-time salary consistent with the portion of the normal full-time duties included in his/her assignment.

17 Beginning with the 2017-18 school year, a unit member may combine two partial years of service in the RJUHSD to equal one full year of service for salary schedule advancement in accordance with the following guidelines. The two partial years of service within the RJUHSD will be counted as one full year of service towards the member's salary schedule placement if the combined total of the two years exceeds 75% of the contracted teacher workdays in one year. Combining two years of partial service to equal one year of service credit will onlybe considered back to and including the 2009-10 school year. A change in placement on the salary schedule based on two partial years of service will not be compensated retroactively; however, qualified unit members will be advanced on the salary schedule commencing with the 2017-18 school year and thereafter.

18 Salary proportions for partial day employees shall be as follows:

SIX PERIOD DAY			
Periods 1st Semester	Periods 2nd Semester	Assigned Meeting, Collaboration/Prep Hours	Salary Percentage
2	2	50	40%
3	3	100	60%
4	4	145	80%

FOUR PERIOD DAY (4 x 4)			
1	1	65	33%
2	2	100	66%

19 Any member of the unit who is assigned an intervening period shall be compensated as though the intervening period was a teaching period.

A full-time teacher assigned to more than one site will be paid a stipend at a rate of $2,750/year to cover the cost of mileage and to compensate for preparation time lost.

20 Additional compensation shall be paid in accordance with Appendix B and Appendix C.

WORK YEAR

21 The length of the work year for all members of the unit shall be 184 days: 180 teaching days, two (2) pre-service days, one (1) post-school day and the 184th day. Two additional professional development (non-student) workdays will be added to the 2026-27, 2027-28, and 2028-29 school years. The two additional aforementioned professional development days will expire after the 2028-29 school year. Unit members will be paid at their daily rate.

21.1 Part-time teachers will work a full day on the 184th day. Part-time teachers will be paid a full day's pay. This also applies to the two additional professional development days (185th and 186th days).

21.2 A year of service shall be defined as working a minimum of 75% of the contracted work days in any work year.

21.3 Unit members must work 75% of the contracted days in a work year to qualify for advancement on the Salary Schedule.

22 Service Recognition Award and Early Notice of Retirement Incentive

22.1 The District recognizes the value of its long-term employees and provides the following one- time compensation in lieu of other early retirement incentives or bonuses with the exception of the EarlyRetirement Incentive described in 22.4. The service recognition is available only to those employees leaving employment for retirement purposes and who will begin receiving retirement benefits from the State Teachers Retirement System immediately upon leaving the District's employment. Partial years may be combined to create full years and will be rounded to the nearest full year increment.

22.2 The following schedule applies to certificated staff members on the Certificated Salary Schedule, Schedule 1:

Years of District Service	Award
5-9	$13,000

10-14	$17,000
15-19	$21,000
20-24	$25,000
25+	$30,000

22.3 Employees receiving the service recognition award may elect these options:

a. Cash disbursement (paid through payroll, net of all statutory taxes, etc.)

b. Placement of the funds in a District account for payment of future medical benefits (net of all statutory taxes, etc.)

c. Purchase of an annuity (must meet IRS guidelines)

d. Any other option acceptable to the District

Note: All disbursement choices may have significant tax consequences and employees are encouraged to consult with a tax consultant and/or an annuity administrator before deciding on an option.

22.4 Any eligible certificated employee who intends to retire effective the end of the current academic school year AND who submits a fully executed written RESIGNATION FORM, for the purpose of retirement, before February 1st of the current academic school year shall receive an Early Notice of Retirement Incentive in the amount of Five Thousand Dollars ($5,000). The Early Notice of Retirement Incentive is in addition to the employee Service Recognition Award.

To be eligible to receive the Early Notice of Retirement Incentive, a certificated employee must be at least fifty-five (55) years of age at the time of retirement AND must have completed at least ten (10) years of full-time orpart- time service in the Roseville Joint Union High School District including the year immediately preceding the date of retirement. Sabbaticals or authorized leaves of absence shall not be considered as an interruption of service but shall not be counted as a year of service. A year of service shall be defined as working a minimum of 75% of the contracted days in any work year.

Mid-year retirees who submit a fully executed written RESIGNATION FORM prior to October 1st of the current academic school year and who meet the qualifications listed above shall receive an Early Notice of Retirement Incentive in the amount of Two Thousand Five Hundred Dollars ($2,500).

23 Teaching during the Preparation Period

23.1 It is recognized that prep periods are an important part of the educational process, as they provide teachers time to prepare lesson plans, set up for lessons, and grade papers.

23.2 The District shall implement the option to teach in lieu of a preparation period that allows teachers on a 4x4 schedule to teach a 4th period in a term (18 weeks), and teachers on a six-period schedule to teach a 6th period, in lieu of a preparation period. Tenured teachers only shall qualify for teaching in lieu of a preparation period by entering into a voluntary agreement to accept such assignment. Compensation for entering into an agreement to teach in lieu of a preparation period for one term (18 weeks) shall be 16.667% (1/6th) of the employee's annual contract. When an assignment is a minimum of 15 consecutive days and less than one full term, compensation shall be at 33.333% (one-third) of the employee's daily rate for each period of the term taught in lieu of a preparation period.

23.3 Prior to February 1st of each school year, department coordinators will provide their department members an opportunity to volunteer for the assignment of teaching during their preparation period during the following school year. They will provide their department volunteer list to the principal by March 1st of the current school year. In the event of an unforeseen need for teaching on the prep, the principal will notify the RSEA president and the RSEA site representative of the need and initiate a process to fill the vacancy.

23.4 Only those unit members with composite evaluation rankings of proficient or distinguished by the District shall be eligible for placement on the roster for teaching on the prep.

23.5 The principal or designee will work with department coordinators or designees to determine if a teaching on the prep is needed within the department.

23.6 Once a need is identified, the principal or designee will consult with the department coordinator or designee to review the volunteer list and master schedule prior to determining to whom the offer of teaching on the prep shall be made.

23.7 Criteria for the Assignment:

1. Must be a class the teacher has taught in previous years.

2. All participating teachers will assume an additional responsibility for adjunct duties, enhanced by 1.33 at the block schools and 1.2 at the six-period schools.

23.8 Review Process: The District Assistant Superintendent, Human Resources, Assistant Superintendent, Education Services, RSEA Executive Board, and all participating Site Principals will meet each year in May to review the impact that any teaching on the prep may have had on the academic quality of the District's educational services and its alignment with District Guiding Principles.

24 Part-time Teachers – Additional Assignment

Part-time teachers who accept an additional assignment will be paid at the period substitute rate for the first 14 days of the assignment. If the assignment is for 15 or more

consecutive days, the part-time teacher will be paid one-third his/her full-time daily rate retroactive to the first day of the assignment.

25 Column F

25.1 The District agrees to establish Column F on Salary Schedule One in an amount $750 more than the annual amount in corresponding steps of Column E. A unit member shall qualify for placement on Column F by providing verification that he/she has earned a BA + 90 units or a BA + 75 units with an advanced degree. Units completed after July 1, 2004 will require prior approval from the Assistant Superintendent, Education Services.

26 Advanced Degree Stipend

26.1 An advanced degree is defined as a master's or doctoral degree.

26.2 An advanced degree stipend of $1,500 will be provided to unit members who teach in both the first and second terms of the same school year. Unit members teaching only in the first term or teaching only in the second term of any school year will receive an Advanced Degree Stipend of $750. The stipend is for unit members who have earned an advanced degree in their assigned subject matter discipline or subject matter currently taught in California public schools, pedagogy, psychology, educational counseling, or educational administration. A unit member will receive only one stipend annually, regardless of the number of advanced degrees earned. Advanced degrees will require prior approval from the Assistant Superintendent, Education Services, for both the degree and its granting institution. A unit member shall qualify for this stipend by completing the advanced degree before September 1 of that school year and subsequently submitting verification of that completion in the form of an official transcript.

26.3 Unit members who are on a leave of absence and return to work during the current school year shall be paid a prorated advanced degree stipend based on the number of days worked.

26.4 Beginning with the 2022-23 school year, the advanced degree stipend will be allocated evenly during the months of August through May of each school year. The allocation will be reflected in the corresponding monthly paycheck.

27 Education Specialist Stipend

27.1 Effective July 1, 2026, full-time Education Specialist teachers will receive an annual stipend in the amount of $2,000.

27.2 The annual stipend payment will be prorated for part-time Education Specialist teachers.

27.3 The annual stipend will be added to Salary Schedule 1 and will be paid in ten

(10) Monthly installments (i.e., August through May).

27.4 The Education Specialist teacher must be in paid status and currently assigned to teach Special Education classes in order to receive the annual stipend.

28 Docks for Period Absences

Dock calculations for period absences of unit members will be as follows:

28.1 Block Schools

1. 0.33 days for each instructional period missed.
2. No dock will be assessed for missing a preparation period. (Note: Hours of employment still require preparation period attendance as prescribed in Article 7).

28.2 Six Period Day Schools

1. 0.20 days for each period of instruction missed.
2. No dock will be assessed for missing a preparation period. (Note: Hours of employment still require preparation period attendance as prescribed in Article 7).

28.3 Seven Period Day Schools

1. 0.166 days for each period of instruction missed.
2. No dock will be assessed for missing a preparation period. (Note: Hours of employment still require preparation period attendance as prescribed in Article 7).

29 This article shall be automatically reopened annually.

ARTICLE 6

HEALTH BENEFITS

1. The District shall provide medical/dental benefits for each member of the unit. Benefits are subject to the policies and regulations of the supplying agencies.

   1.1 The District will contribute a maximum of $1,175 monthly to the employee's choice of available medical and vision care plans effective with the June 30, 2026 paycheck.

   1.2 See the appendix for specific information on health and welfare benefits.

2. The cost difference, if any, between an offered plan and the District's maximum contribution shall be paid monthly, through payroll deduction, by the employee. This difference may change effective July 1 of each year.

3. The District shall pay the amount of the dental insurance plan for employees and qualified dependents. (See appendix for details.)

4. The District will pay the total premium costs to provide all members of the bargaining unit with $70,000 in life insurance coverage. Additional voluntary coverage will be made available at the expense of the employee.

5. A part-time member of the unit shall receive a pro-rata share of all rights and benefits, including any health and welfare benefits for which the employer shall make the payments. A part-time member of the unit, in order to receive the above pro-rated benefits, must pay the difference between the pro-rated District costs, and full-time benefits.

6. This Article shall be automatically re-opened annually.

ARTICLE 7

HOURS OF EMPLOYMENT

Note: Article 7 - Hours of Employment does not apply to members of the unit currently assigned to the Roseville Pathways Alternative Education Program. Hours of employment for Roseville Pathways Teachers is addressed in Article 18 - Roseville Pathways Teachers.

1. Unless assigned elsewhere by the principal or designee, all members (full- or part-time) of the unit shall be required to be on campus, available for duty from thirty (30) minutes before their first assigned period until fifteen (15) minutes after their last assigned period. A preparation period is considered an assigned period. On collaboration days, unit members shall be required to be on campus by 8:00 a.m.

   Exception: Unit members assigned to teach a year-long, zero-period, or fifth-period class:

   1.1 Unless assigned elsewhere by the principal or designee, members of the unit assigned to teach a year-long, zero-period, or fifth-period class shall be required to be on campus, available for duty fifteen (15) minutes before their first assigned period until thirty (30) minutes after their last assigned period. A preparation period is considered an assigned period.

   1.2 Due to the reduced number of daily instructional minutes assigned to a year-long, zero-period class, members of the unit assigned to teach such a class shall be assigned two (2) additional block classes and a preparation period in one term (i.e., periods 0 through 3, or periods 2 through 5), and three (3) additional block classes and a preparation period in the other term (i.e., periods 0 through 4, or periods 1 through 5).

   1.3 Members of the unit assigned to teach a year-long, zero-period, or fifth-period class are responsible for attendance at all school and district-sponsored meetings that are required of full-time teachers.

2. The work day for full-time unit members shall be a continuous seven hours and thirty-five minutes (7 hours 35 minutes), including a 30-minute duty-free lunch.

3. Unless assigned elsewhere by the principal or designee, all members of the unit shall, upon request, be available thirty (30) minutes following the dismissal of school for meetings, conferences or administrative assignments.

4. On minimum days that have been scheduled for midterm and final exams, the remaining work time following the dismissal of school will be used by unit members for grading and planning purposes.

   4.1 Grades are due on or before the Wednesday following Midterm and Final Exams, except for final grades for the Spring term, which are due on the last teacher

workday of the school year.

4.2 No mandatory department, school, or district meetings, training, or assignments will be scheduled during this time without the voluntary consent of the unit member(s) affected by the proposed meeting, training, or assignment.

4.3 Unit members shall be required to attend urgent or emergency-related meetings (e.g., parent conference, grade appeal, manifestation determination, crisis response/school safety) per the request of the principal or designee.

5. All unit members will be required to attend up to two (2) back-to-school nights or similar events during each school year. The academic schedule for these days will be a minimum day. These events will not be included in the adjunct duty calculations. Schedule conflicts that result must be resolved through consultation with the comprehensive site principal.

   An exception to the continuous 7.5-hour workday shall be granted on minimum days that have been scheduled for back-to-school type events. On such days, unless assigned elsewhere by the principal or designee, all members (full-time or part-time) of the unit shall be required to be on campus, available for duty from thirty (30) minutes before their first assigned period until fifteen (15) minutes after their last assigned period. A preparation period is considered an assigned period.

6. All members of the unit are required to attend Collaboration Meetings. These will start no earlier than 8:20 a.m. and end no later than 9:20 a.m.

7. Every member of the unit shall have a duty-free, uninterrupted lunch period each day, in no instance less than thirty (30) minutes.

8. Each full-time member of the unit shall receive a preparation and planning period equal to the length and frequency of a teaching period.

9. The preparation period may also be used to provide paid replacement services for temporarily absent unit members. Members of the unit reassigned during their preparation period shall be compensated at the "Period-RSEA Member" rate per Salary Schedule 11.

   9.1 Assignments shall be assigned in the following manner:
   a. Use of certificated volunteers; then
   b. Use of available outside certificated substitutes; then
   c. Other available certificated staff on a rotational basis.

   9.2 The site administrator shall make every reasonable effort to distribute period sub assignments equitably. The site administrator shall assign certificated volunteers from the unit when available.

10. Employees of the unit shall be required to attend school and district-sponsored meetings. Part-time teachers are responsible for attendance at all school and district-sponsored meetings that are required of full-time teachers.

Monthly Faculty Meetings, which typically occur on the 3rd Wednesday of each month that school is in session, shall take place prior to teacher collaboration time, from 7:30 a.m. to 8:20 a.m. On occasion, and in collaboration with the site leadership team that includes both teachers and administrators (e.g. Department Coordinators, PLT Leadership Team, etc.), monthly faculty meetings may be extended into teacher collaboration time for the purpose of teacher professional development and will end no later than 9:20 a.m.

11. All members of the unit are responsible for supervision and attendance at school sponsored activities outside the regular teaching day and will be assigned on an equitable basis at each school. The following guidelines will be utilized in the assignment of supervision:

    11.1 One unit of supervision shall equate to approximately one hour of supervision (with the recognition that predictions of the length of an event will need to be made, and that supervision will need to be maintained until the completion of the event). No supervision units will be assigned toward events that are exclusively "fundraising" events for particular clubs or programs.

    11.2 Supervision events occurring outside the 186 (184+2) contract days will be assigned only on a voluntary basis.

    11.3 Supervision events that occur outside the 186 (184+2) contract days may be awarded additional units as an incentive for teachers to accept these assignments.

    11.4 Each May, a site-level team meeting will be held which shall include the RSEA site representative, athletic director, performing arts representative, activities supervisor, and an assistant principal in charge of athletics and/or activities for the purpose of examining site-level supervision issues. The site team will recommend any changes to the principal.

    11.5 Class advisors and specific club advisors shall receive credit for supervision units based on the criteria established at the site-level meeting described in Article 9.4 above.

    11.6 Temporary and part-time teachers will be responsible for supervision assignments at the same percentage as their teaching load (e.g., 0.5 FTE teacher = 50% of supervision responsibilities). Members who teach on the prep will pick up an additional one-sixth of the supervision assignment hours.

12. With a majority vote of the assigned faculty who participate in the vote, the approval of the superintendent, and the concurrence of the RSEA Executive Council, a comprehensive school site may adjust the start and end time for the school day as well as other changes to the daily teaching schedule. The purpose for the adjustment will be outlined prior to a vote by the faculty. The adjustment must meet the minimum instructional minutes established by the Education Code. The new schedule will remain in effect until such time as another change in start and end times for the school day or changes to the daily teaching schedule is proposed by the principal or is proposed and supported by a petition signed by

40% of the teachers at the comprehensive school site.

13. For Fiscal Years 2026-27, 2027-28 and 2028-29, two professional development days are included in the calendar, paid at per diem:

13.1 Teachers' work year is 186 days (184+2)
13.2 Comprehensive site Activities Directors' work year is 195 days (193+2)
13.3 Librarians' work year is 198 days (196+2)
13.4 School Nurses' work year is 198 days (196+2)
13.5 Athletic Directors' work year is 210 days (208+2)
13.6 Professional Development Specialists' work year is 201 days (199+2)

ARTICLE 8

LEAVES

1. Sick Leave

1.1 Each member of the unit employed five (5) days a week by the District shall be entitled to ten (10) days Sick Leave, exclusive of all days such unit member is not required to render service to the District, with full pay for a school year of service. Each unit member employed less than five (5) school days a week shall be entitled, for a school year of service, to that proportion of ten (10) days of Sick Leave as the number of days he/she is employed per week bears to five.

1.2 Bargaining unit members will be entitled to use sick leave for the illness or injury of a spouse, child, registered domestic partner, parent, grandparent, grandchild, and sibling.

1.3 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day. The full yearly allotment of sick leave will be granted at the beginning of each academic year, and such leave may be taken at any time during the school year. If a unit member does not take the full amount of leave allowed in a school year, the unused amount shall be accumulated from year to year.

1.4 Female members of the unit shall be entitled to utilize Sick Leave provided for in this Article and Extended Sick Leave for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom.

1.5 The Superintendent, or designee, may require verification by a physician or the unit member for sick leave due to illness or an accident. With prior notification and based upon reasonable cause, the Superintendent, or designee, may require a physician's verification for Sick Leave utilization. This requirement will be stated in writing and the District will have a review of its requirements after a six-month period of time. Failure of the District to call for a review will terminate the requirement.

1.6 Members of the unit returning to work after an extended illness (including surgery) or injury absence will be required to present a doctor's release before returning to duty.

1.7 The District will notify all employees of their accumulated Sick Leave on a monthly basis.

1.8 Sick Leave Donation

1.8.1 An individual unit member may donate a maximum of five sick leave days (or

up to ten sick leave days for a catastrophic illness of a family member who is also a district employee) to any employee with a documented medical condition based on the following scale:

Donor Group	Accumulated Sick Leave Days	Available Donation Days
N/A	0-24	0
A	25-50	1
B	51-75	2
C	76-100	3
D	101-125	4
E	125+	5

1.8.2 The Superintendent or their designee will determine whether or not an individual has a documented medical condition.

1.8.3 A documented medical condition will include female members of the unit who have exhausted their accrued sick leave following a pregnancy-related disability leave of absence that occurred within the previous 12 months. Sick Leave Donations made for this purpose cannot be used to extend a member's pregnancy disability and/or parental leave of absence.

1.8.4 All sick leave donations will be transferred to the recipient employee's accrued sick leave at the time of donation. Any unused sick leave donations will remain with the recipient and will not be returned to individual donors.

2. Extended Sick Leave

2.1 When a unit member is ill for an extended period of time, all accumulated sick leave can be used. Once all sick leave is exhausted, the unit member may be placed on extended sick leave for a maximum of five (5) months per accident or illness. While on extended sick leave, the unit member shall receive full pay for all days covered by accumulated Sick Leave, and for the balance of such five (5) month period, shall receive full pay, minus the sum which is actually paid a substitute employee employed to fill the absent unit member's position during the absence, or, if no substitute employee is assigned, the amount which would have been paid to the substitute had one been assigned. (Education Code Section 44977).

2.2 Each extended absence shall be verified on a medical certification form provided by the doctor or the District. The Superintendent or designee may require verification of illness or injury from a physician if the Superintendent or designee deems such verification necessary.

2.3 The provisions of Education Code Section 44978.1 provide that when all available leaves of absence, paid or unpaid, have been exhausted and an employee is not medically able to resume the duties of the position due to illness and/or injury, the employee shall be placed on a re-employment list for a period of thirty-nine (39) months for permanent employees and twenty-four (24) months for probationary employees.

3. Pregnancy Disability Leave

3.1 A leave of absence shall be granted to any employee for that period of time during which the employee, in the judgment of her physician, is unable to perform her duties due to pregnancy, miscarriage, or childbirth, and recovery therefrom. The employee shall complete and submit a leave request as soon as possible after pregnancy is confirmed. The employee's sick leave may be used for such leave.

3.2 The duration of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. The employee shall notify the District of the projected date on which the leave is expected to commence and the probable date on which such leave will terminate on the leave request form**.** The leave request form must be submitted not less than thirty (30) days prior to the expected commencement date.

3.3 The employer may request at any time that the employee provide a written statement from her physician attesting to the actual duration of the employee's physical incapacity.

4. Parental Leave

4.1 Eligible employees may take up to twelve (12) workweeks of parental leave for the reason of the birth of a child of the employee, or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee.

4.2 Parental leave runs concurrently with the California Family Rights Act (CFRA) and shall be available and administered in accordance with Education Code

section 44977.5 and Government Code 12945.2.

4.3 The twelve (12) workweek period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during the period of parental leave.

4.4 After a unit member exhausts all available sick leave, including accumulated sick leave, the employee shall receive Extended Sick Leave (ESL) for the remainder of the twelve (12) workweek period. While on ESL, the employee shall receive full pay, minus the sum which is actually paid to a substitute employee employed to fill the absent unit member's position during the absence, or if no substitute employee is employed, the amount which would have been paid to the substitute had one been employed. The unit member shall be compensated no less than fifty percent (50%) of the employee's regular salary.

4.5 Unit members may not receive more than one twelve (12) workweek period of partial pay parental leave within a twelve (12) month period.

4.6 Parental leave must be completed within twelve (12) months of the birth or the placement of the child.

5. Childrearing Leave

5.1 An employee may request and, subject to Board approval, be granted an unpaid childrearing leave not to exceed twenty-four months. Childrearing leave may be requested for either an adopted or biological child. While on unpaid leave, the unit member may elect to continue health and insurance coverage by arranging to pay premium payments to the District Office.

6. Family Care and Medical Leave

6.1 Any unit member who has been employed by the District for at least twelve (12) months and who has at least 1,250 hours of service with the District during the preceding 12-month period shall be eligible to take unpaid family care leave under the provisions of Government Code section 12945.2.

6.2 Family care leave may be used for the following reasons:

6.2.1 The birth of the unit member's child, in addition to any pregnancy disability leave to which the unit member may be entitled under Government Code section 12945(b)(2).

6.2.2 The placement of a child with the unit member in connection with the unit member's adoption of the child.

6.2.3 The serious health condition of the unit member's child, parent, spouse, eligible family member, or the unit member's own serious health condition. For the purposes of leave to care for a family member with a serious health condition pursuant to Government Code section 12945.2, eligible family members includes an employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling, or designated person.

6.2.4 For purposes of this article, "serious health condition" means an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of the treatment or supervision and involves either:

6.2.4.1 Inpatient care in a hospital, hospice, or residential health care facility, or

6.2.4.2 Continuing treatment or continuing supervision by a health care provider.

6.2.4.3 A unit member's own disability due to pregnancy, childbirth, or related medical condition is not included as a "serious health condition."

6.2.5 For purposes of this article, "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family member relationship. Employees are limited to one (1) Family Care and Medical Leave of absence for a designated person per 12-month period.

6.2.6 For the purposes of this article, "parent" means biological, foster, or adoptive parent, parent-in-law, step-parent, legal guardian, or other person who stood in loco parentis to the unit member.

6.2.7 For purposes of this article, "child" means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a registered domestic partner; or a person to whom the employee stands in loco parentis.

6.3 Family care leave may be taken in one or more periods but shall not exceed a total of 12 workweeks in a 12-month period, unless a longer leave is agreed upon by the District and the unit member.

6.4 During the period of family care leave taken by an employee for his/her own serious illness, the unit member shall use his/her accrued sick leave. During the period of family care leave taken by an employee to care for their seriously ill spouse, child, parent, grandparent, grandchild, sibling, registered domestic partner, or designated person, the employee may use his/her accrued sick leave.

6.5 The District shall maintain and pay for the unit member's health coverage at the same level and under the same conditions as coverage would have been provided if the unit member had been continuously employed during the leave period.

6.6 The unit member shall retain his/her employee status with the District during the leave period, and a unit member shall be entitled to accrue seniority and to participate in health plans and any other employee benefit plans to the same extent and under the same conditions as would apply to any other leave granted by the District.

[Note: Because the employee's absence is NOT a break in service, the employee retains but will not necessarily accrue seniority or other entitlements (e.g., salary scale advancement), except as permitted during other leaves of absence.]

6.7 If a unit member's need for family care leave is foreseeable, he/she shall give the District at least 30 days' advance notice. The unit member shall make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to district operations.

6.8 A unit member's request for leave due to a serious health condition of the unit member or their child, parent, spouse, grandparent, grandchild, sibling, registered domestic partner or designated person shall be supported by a certification from the health care provider of the person requiring care. This certification shall include, if applicable:

6.8.1 The date on which the person's serious health condition began.

6.8.2 The probable duration of the condition.

6.8.3 An estimate of the amount of time the health care provider believes the unit member needs to care for the person requiring care.

6.8.4 A statement that the serious health condition warrants the participation of a family member to provide care during a period of treatment or supervision of the person requiring care.

If additional leave is needed when the time estimated by the health care provider expires, the unit member shall provide recertification as specified

above.

6.9 Under Government Code section 12945.2, if both parents are eligible for family care leave and are employed by the District, each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child.

6.10 The District shall not discharge, fine, suspend, expel, or otherwise discriminate against any unit member because he/she exercises the right to family care leave or gives information or testimony related to his/her or another person's family care leave in an inquiry related to family leave rights.

7. Special Provision Personal Leave

A Personal Leave up to thirty (30) days may be granted by the District for critical or terminal illness of a member of the immediate family.

7.1 The unit member will notify the District at the earliest possible time of the illness.

7.2 Only the cost of the substitute will be deducted from the employee's salary.

7.3 For the purpose of this section, immediate family shall be mother, father, spouse, and child.

8. Industrial Accident or Illness Leave

8.1 Members of the unit shall be entitled to Industrial Accident or Illness Leave subject to the following:

8.1.1 The accident or illness must have arisen out of and in the course of the employment by the District of the unit member and must be accepted as such by the State Compensation Insurance Fund or the Workers' Compensation Appeals Board.

Should a member of the unit have received compensation for Industrial Accident or Illness Leave and should the accident or illness resulting in such leave be determined by the Workers' Compensation Appeals Board not to qualify as "industrial" as defined in the California Labor Code provisions governing worker's compensation, the period of such leave shall be charge against the unit member's accumulated sick leave and, should such leave be exhausted, the balance of such leave shall be treated as extended sick leave to

the extent such leave is available. The member of the unit shall repay to the District, by payroll deductions over a period not to exceed six (6) months, the sum paid, or which would have been paid, to a substitute for the period treated as extended sick leave and any sum paid to the absent unit member not otherwise chargeable to any paid leave.

8.1.2 Allowable leave of such Industrial Accident or Illness shall be for the number of days of temporary disability but shall not exceed sixty (60) days in any one fiscal year. Upon termination of Industrial Accident or Illness Leave, the member of the unit shall be entitled to the benefits provided in the Sections on Sick Leave and Extended Sick Leave, and the unit member's absence for such purposes shall be deemed to have commenced on the date of termination of the Industrial Accident or Illness Leave, provided that if the member of the unit continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his/her full salary.

8.1.3 Allowable leave shall not be accumulated from year to year. When Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or accident.

8.1.4 A member of the unit absent on such leave shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in payment to him/her of not more than his/her full salary, as defined in Education Code section 44984.

8.1.5 Industrial Accident or Illness Leave shall be reduced by one day for each day of authorized sick leave regardless of temporary disability indemnity awards.

8.1.6 During Industrial Accident or Illness Leave, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness, and the District shall, in turn, issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct therefrom normal retirement and other authorized deductions.

8.1.7 A member of the unit receiving benefits pursuant to this Section shall, during the period of injury or illness, remain within the State of California unless the Board of Trustees of the District authorizes travel outside the state.

9. Bereavement Leave

9.1 Members of the unit shall be entitled to a leave of absence, not to exceed three (3) days, or five (5) days if over 400 miles (one way) travel is required, on account of the death of any member of his/her immediate family. Such leave shall not accumulate from year to year. Extenuating circumstances may be appealed to the Superintendent or designee.

9.2 No deduction shall be made from salary nor from leave granted by other Articles of this Contract for such leave. Unit members may use two (2) days of Category 2 Personal Necessity Leave to extend their bereavement leave beyond the number of days specified in this article.

9.3 The leave need not be taken immediately following the death of a family member, but must be taken within three (3) months of the event and must be taken in full-day increments. Employees who feel they have extenuating circumstances may appeal on an individual basis to the Superintendent or designee.

9.4 "Immediate family," as used herein, means the mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse/registered domestic partner of the unit member, and the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, mother-in-law, father- in-law, brother or sister of the unit member, a person who has fulfilled the role of a parent, or any relative living in the immediate household of the unit member.

10. Reproductive Loss Leave

10.1 Members of the unit shall be entitled to a leave of absence, not to exceed five (5) days, following a reproductive loss event, including miscarriage, unsuccessful assisted reproduction, failed adoption, failed surrogacy, or stillbirth, as defined.

10.1.1 An “unsuccessful assisted reproduction” includes methods of achieving a pregnancy through an artificial insemination or an embryo transfer.

10.1.2 A “failed adoption” includes the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not

finalized because it is contested by another party.

10.1.3 A "failed surrogacy" includes the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate.

10.1.4 A "miscarriage" includes not only a miscarriage suffered by the employee or the employee's spouse or registered domestic partner, but also a miscarriage suffered by a surrogate after an initially successful embryo transfer or by the birth mother following an adoption agreement.

10.2 Unit members who experience a reproductive loss event may use three (3) days of Bereavement Leave, plus two (2) days of Category 2 Personal Necessity Leave. Unit members, who have exhausted their accrued sick leave, may request an unpaid leave of absence.

10.3 Unit Members are limited to a total of 20 days of leave within a 12-month period if they experience more than one reproductive loss event during that 12-month period.

10.4 The leave need not be taken immediately following the reproductive loss event, but must be taken within three (3) months of the event and must be taken in full-day increments.

10.5 Unit members must be employed for at least 30 days prior to being eligible for Reproductive Loss Leave.

10.6 Such leave shall not accumulate from year to year.

11. Personal Necessity Leave

11.1 Personal Necessity Leave shall be limited to circumstances significant in nature which the member of the unit cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the unit member's immediate physical presence elsewhere and involve matters which cannot be accomplished at any other time.

11.2 In any single school year, a maximum of eight (8) days of accumulated sick leave may be used for personal necessity reasons as allowed in this Article.

11.3 **CATEGORY #1**

Members of the unit shall not be required to secure advance permission for Personal Necessity Leave taken for any of the following reasons:

11.3.1 Death or serious illness of a member of his/her immediate family. Serious illness is defined as an illness where death is imminent, may result in permanent disability or requires hospitalization. The members of the immediate family are those persons identified in the rules governing Bereavement Leave.

11.3.2 Accident or emergency, involving his/her person or property, or the person or property of a member of his/her immediate family, as defined above.

11.3.3 Imminent danger to the home of the unit member, occasioned by an event such as flood or fire, serious in nature, which under the circumstances the unit member cannot reasonably be expected to disregard and which requires the attention of the member of the unit during his/her assigned hours of service.

The member of the unit should provide the principal, or designee, with notification of the circumstances as soon as possible so that a substitute may be obtained.

11.4 **CATEGORY #2**

Other personal necessity leaves which are allowable under this Article upon prior approval include the following:

11.4.1 Appearance in court as a litigant

11.4.2 Parental leave for the non-birthing parent

11.4.3 Bereavement beyond the number of days specified in the Bereavement and Reproductive Loss Leave regulations

11.4.4 Adoption

11.4.5 Examination for advanced degrees

11.4.6 Attendance at graduation ceremonies involving a member of the immediate family, limited to two days, or three days if over 200 miles (one way) travel is required

11.4.7 Marriage of a member of the immediate family, limited to two days, or three days if over 200 miles (one way) travel is required

11.4.8 Attending workshops or seminars for professional growth limited to two (2) days, or three days if over 400 miles (one way) travel is required

11.4.9 Attendance at a memorial service/funeral for someone other than immediate family, limited to two (2) days, or three (3) days if over 200 miles (one way) travel is required.

In the second category, items where prior approval is necessary for Personal Necessity Leaves, the unit member shall submit the request for leave in writingto the principal at least two (2) working days prior to the requested commencement of the leave.

11.5 **CATEGORY #3**

Each member of the unit shall be allowed three (3) days in any school year for reasons of personal necessity not covered in Categories 1 and 2 above. Personal necessity not covered in such leave shall be granted upon prior notification to the principal and his/her verification that the percentage requirement mentioned below has not been exceeded.

The maximum percentage of the members of the unit to be granted this type of Personal Necessity Leave, for any one day, shall not exceed five percent of the members of the unit on campus. The granting of requests by the principal for such leave will be on a "first-come, first served" basis up to, but not exceeding, the authorized limit per day.

11.5.1 In Category #3, when a member of the unit must be absent from work, it is his/her responsibility to **notify** his/her principal **a minimum of 48 hours in advance** of the absence.

11.5.2 Leaves for personal necessity under this Article may not be used on final exam days, midterm exam days, the first or last student contact day of the semester, or days immediately before or after school holidays. Personal Necessity Leave shall not be allowed for any type of concerted action by the individual or the Association including but not limited to striking, work-stoppage, sick-out, picketing, etc.

11.5.3 Employees who feel they have extenuating circumstances may appeal on an

individual basis to the Superintendent, or designee, provided the initial leave request has been submitted to the principal at least five days prior to the leave date request.

12. Jury and Witness Leave

12.1 Members of the unit shall be entitled to leaves of absence when regularly called for jury duty in the manner provided for in law. Pay for such leave shall be the difference between the employee's regular earnings and any amount received for jury fees. To qualify for such paid leave, the unit member shall pay to the District the amount received for jury duty. Any meal, mileage and/or parking allowance shall not be considered in the amount received for jury duty.

12.2 Members of the unit subpoenaed to serve as witnesses on behalf of the District at any trial involving the District shall be granted leave without loss of pay. Any fees received shall be remitted to the District, less mileage and meal allowances, unless District transportation is furnished.

12.3 Members of the unit subpoenaed to serve as witnesses on behalf of plaintiffs in trials involving the District shall demand witness fees as provided by law. If a plaintiff does not pay or agree to pay such fees, unit members shall refuse to accept service of the subpoena and shall promptly notify the office of the District Superintendent. Upon receipt of such fees and payment thereof to the District, unit members shall receive their regular salary for the period of absence required for appearance as witnesses.

12.4 Members of the unit shall notify the principal upon receipt of notice to appear for jury duty or receipt of subpoena. A copy of such notice or subpoena shall be provided to the principal upon request.

12.5 Members of the unit are required to provide a jury duty proof of service document to the District Office upon returning to work from jury duty.

13. Unpaid Leaves of Absence

13.1 Application for Leave of Absence without pay shall be submitted to the Superintendent on or before March 1 of the school year preceding that for which leave is requested, and shall detail the purpose for which such leave is requested. Such leave may be granted for further study, travel, teaching in a foreign country, acting as or seeking election to act as a representative in state or federal legislative office, health of the unit member, or similar purpose. Leave requests submitted

after March 1 will be considered if they have significant benefit to the District.

13.2 Such leave, except leave to act as representative of state or federal legislative office, shall usually be granted only when the granting of such leave is of significant benefit to both the District and the unit member.

13.3 Notification of a unit member's intent to return following such leave shall be filed by the unit member at the written request of the District with the Superintendent, no later than March 1 of the year such leave is to terminate. Failure to file such notice shall be deemed a resignation.

13.4 Approval of such leave shall be at the discretion of the Board of Trustees and based upon the potential contribution the unit member can make to the District program upon return from, and as a result of, such leave.

13.5 While on leave, the unit member may elect to continue health and insurance coverage by arranging to pay premium payments to the District Office.

14. Military Leave

An employee, upon submission of written military verification at least two weeks prior to the military leave, shall be granted a leave of absence without loss of salary to report for annual active duty training, provided that leave may not be taken at another time and is mandatory to maintain his/her status in the military. The District will only grant mandatory leave time. The employee shall retain all rights and privileges granted by law arising out of the exercise of required military leave.

ARTICLE 9

SAFETY

Safety of employment is of primary concern to the District.

1. The District recognizes the right to a safe work environment.

2. The District will notify impacted staff of any student who has engaged in or is reasonably suspected to have engaged in any suspendable or expellable offense, as allowed by State Education Code.

    2.1. Prior to the start of each term, the District shall ensure that unit members are notified of crimes and education code violations, as they pertain to students enrolled in the District. The District shall provide said notification electronically via the Districts student information system (SIS). Teachers shall be granted read only access to discipline records for students currently enrolled in their classes per subdivision (a) of Education Code 49079.

    2.2. Members of the unit receiving student discipline information shall receive the information in full confidence and are reminded that they shall not further disseminate this information to anyone.

3. Members of the unit shall report to their principal incidents of threat or physical or verbal assault suffered by them in connection with their employment.

4. When a member of the unit is of the opinion that an unsafe condition exists, the site principal shall be notified in writing or email.

    4.1. The site principal or designee will investigate within three (3) school days to determine if the condition can be corrected by site or district personnel.

    4.2. If in the opinion of the site principal a correction of the reported conditions cannot be made by site or district personnel, the principal shall make a written recommendation to the Superintendent or designee, with a copy sent to the unit member.

5. Unit members shall exercise reasonable control in those situations for which they are professionally responsible. The District shall continue to maintain a policy of liability insurance covering unit members' activities within the scope of their employment.

ARTICLE 10

CLASS SIZE

1 Individual departments may recommend class sizes to the principal for the various classes in their department at that school. These recommendations shall be submitted to the principal by April 1 of each school year.

2 The principal, or designee, will schedule classes in the best interests of the entire school program. Consideration shall be given, but not limited to, the following scheduling criteria:

2.1 Student demand

2.2 District graduation requirements

2.3 Department-recommended class sizes

2.4 Budgetary limitations

2.5 Facility capacity

2.6 Educational requirements of the class

2.7 District staffing allocation

2.8 Availability of qualified instructor

3 During the first three (3) school days of the semester, the principal, or designee, will attempt to adjust teaching loads in as equitable a manner as is practical. An attempt will also be made to achieve the department recommended class sizes and to balance all like sections of a given class to the extent practical.

4 After the time specified in the previous paragraph, the department and the principal, or designee, shall review any individual teacher class sizes which appear to be unreasonable in light of the criteria listed in paragraph 2, above. In the event that a class exceeds the recommended class size at the close of a seven (7) school day period after the opening of school, the department may make a written request for an explanation of how the class size will be adjusted or why such an adjustment cannot be made. The principal, or designee, will respond in writing to the department within ten days.

5 For purposes of this Article, the term "department" shall equate to "area" where a separate department does not exist.

ARTICLE 11

EVALUATION PROCEDURES

It is understood and agreed by the parties that the evaluator's objective is to improve the quality of education in the District. It is further understood and agreed that this objective can be achieved more readily with the willingness of the Board and the Association to establish a fair evaluation procedure that will not only evaluate performance but also assist bargaining unit members in improving their job-related skills. The parties agree that professional growth should continue throughout one's career.

Evaluation of instruction is key to a successful educational program. The evaluation process is designed to:

- Promote and support student learning;
- Maintain and improve instruction, assessment, student achievement, learning environment and professional responsibilities;
- Recognize and praise professional performance; and
- Provide assistance and direction for continuous improvement.

Mutual respect and trust are fundamental premises of a successful evaluation process.

This evaluation is designed to be collaborative, meaningful and efficient.

Evaluation is part of ongoing professional growth.

Under the Education Code, the evaluation process may serve as the legal basis for determining the professional competency of a certificated unit member.

Nothing in this article shall be construed to supersede a unit member's rights under the Education Code.

A. The goal of evaluation shall be to recognize effective instructional practices, assist teachers in improving their teaching performance, promote quality instruction, and eliminate ineffective teaching. Teacher evaluations and observations will be based upon the California Standards for the Teaching Profession:

CSTP 1: Engaging and Supporting All Students in Learning
Teachers apply knowledge about each student to activate an approach to learning that strengthens and reinforces each student's participation, engagement, connection, and sense of belonging.

CSTP 2: Creating and Maintaining Effective Environments for Student Learning
Teachers create and uphold a safe, caring, and intellectually stimulating learning environment that affirms student agency, voice, identity, and development and promotes equity and inclusivity.

CSTP 3: Understanding and Organizing Subject Matter for Student Learning
Teachers integrate content, processes, materials, and resources into a coherent, culturally relevant, and equitable curricula that engage and challenge students to develop the academic and social-emotional knowledge and skills required to become competent and resourceful learners.

CSTP 4: Planning Instruction and Designing Learning Experiences for All Students
Teachers set a purposeful direction for instruction and learning activities, intentionally planning, and enacting challenging and relevant learning experiences that foster each student's academic and social-emotional development.

CSTP 5: Assessing Students for Learning
Teachers employ equitable assessment practices to help identify students' interests and abilities, to reveal what they know and can do, and to determine what students need to learn. Teachers use varied assessment information to advance and monitor student progress as well as to guide their own and students' actions to improve learning experiences and outcomes.

CSTP 6: Developing as a Professional Educator
Teachers develop as effective and caring professional educators by engaging in relevant and high-quality professional learning experiences that increase their teaching capacity, leadership development, and personal well-being. Doing so enables teachers to support each student to learn and thrive.

B. The District shall evaluate and assess certificated employee competency as it reasonably relates to:
   1. The progress of pupils toward established site or district standards of expected student achievement.
   2. The employee's use of instructional techniques and strategies.
   3. The employee's adherence to curricular objectives.
   4. The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities; and
   5. The performance of other teacher duties and responsibilities.

C. The District shall establish and define job responsibilities for those certificated non-instructional personnel whose responsibilities cannot be evaluated appropriately under the provisions of Section B. It shall also evaluate and assess the competency of non- instructional certificated employees as it reasonably relates to fulfilling those responsibilities. Teachers teaching online or blended learning courses will be evaluated using the same processes as regular, on-ground classroom teachers.

D. The summary evaluation of a unit member's performance pursuant to this Article shall not include the use of publishers' norms established by standardized tests. If laws or regulations including, but not limited to, those which impact funding, require the District to modify the first sentence in this section, the language shall be removed or modified to comply with said law or regulation. Any modification will be negotiated only to the extent specifically required explicitly by said law or regulation. Nothing in this section shall prohibit teachers and

administrators from having professional discussions about the test scores of the students currently or previously taught by the teacher.

1. Procedures

1.1 An administrator shall evaluate a probationary teacher in writing twice a year during their probationary period. They shall be evaluated once no later than November 15 and secondly, at least thirty (30) days prior to the last day of the school year. Those evaluations shall include at least one formal classroom observation of 50 minutes or more, followed by a post-observation conference. Additional evaluations and observations may be conducted as needed.

1.2 An administrator shall evaluate permanent teachers in writing once every other year, at least thirty (30) days prior to the last day of the school year. The evaluation will include at least one formal classroom observation of 50 minutes or more followed by a post-observation conference. Additional evaluations and observations may be conducted as needed.

1.3 Permanent teachers with at least ten years of experience in the district shall be evaluated in writing by an administrator once every three years. The evaluations shall include at least one formal classroom observation of at least 50 minutes, with a post-observation conference. The teacher must have achieved overall evaluations of "proficient" or "distinguished" in the two previous evaluation cycles to move to the three-year track. The teacher must also hold a valid English Learner Authorization. Administrators may return the permanent teacher to the two-year cycle if a substantive negative change in teaching performance is identified. Notification of such a change should be provided in writing to the teacher.

1.4 Prior to October 15, teachers in the evaluation cycle and their evaluator shall meet to review the Classroom Teacher Self-Reflection Form and develop two to four mutually agreed upon Targeted Growth Areas.

1.5 During the evaluation period, changing circumstances may require modifications to the goals or components of the evaluation. If agreement cannot be reached, a mutually agreed upon third party will mediate. If no agreement can be reached, the Superintendent or designee shall make the final decision.

1.6 Teachers who are being evaluated will have all students in each course complete a teacher evaluation. Teachers will submit their student evaluations to their evaluator prior to the final evaluation conference. The District and the Association will develop and agree upon a standard student evaluation form to be used by every teacher who is being evaluated. Teachers within a department may develop and agree upon additional department-specific questions to be added to the standard District form.

1.7 Each evaluation shall be based upon at least one observation, lasting at least 50 minutes. No evaluation or formal observation will take place until the pre-

evaluation planning conference is completed.

1.8 Department coordinators will be given release time to assist probationary teachers. At the request of the principal, the department coordinator will meet with the principal and teacher to discuss the probationary teacher's overall progress, including subject matter competence and ability to work with the department and its members.

2. Unsatisfactory Evaluation

2.1 No assessment of "unsatisfactory" shall be introduced on an evaluatee's evaluation form which has not been first formally called to his/her attention in a written report. When practicable, time shall be allowed for correcting deficiencies between the date they were first noted in the written report and the date of the next evaluation when the deficiency is formally cited. Upon formally citing a condition(s) of unsatisfactory performance, the evaluator shall thereafter confer with the evaluatee and make specific recommendations during the conference as to areas of improvement in the evaluatee's performance. In cases of unsatisfactory performance, the evaluator will develop a performance improvement plan that clarifies expectations and offers direct assistance and/or additional resources deemed appropriate to support and implement the specific recommendations.

2.2 Any teacher who receives an unsatisfactory evaluation shall, upon request, be entitled to a subsequent observation, conference, and written evaluation. The evaluator shall confer with the teacher and identify specific recommendations and recommendations for additional training. The District may provide release time for the teacher to observe similar classes or to participate in training related to the evaluator's comments and recommendations.

2.3 The evaluator shall delineate a positive course of action to help correct any cited deficiencies. The employee will cooperate in working to improve such cited deficiencies. The evaluator's action may include specific recommendations for improvement, direct assistance in implementing these recommendations and reasonable release time as determined by the site administrator for the employee to visit and observe other similar classes.

2.3 Any member of the unit who is evaluated as "unsatisfactory" on two successive evaluations under the procedures outlined above will have his/her salary advancement, anniversary increment, or raise denied. Only one of the salary factors may be denied for the successive work year and will be applied in the following order:

i. Salary advancement

ii. Anniversary increment

iii. Raise

2.4 An employee evaluated as "unsatisfactory" may request a second evaluator to participate in the follow-up evaluation.

2.5 An employee evaluated as "unsatisfactory" may appeal the decision to the Superintendent or designee.

2.6 An employee whose salary advancement, anniversary increment, or raise was withheld will become eligible for pay advancement if the following year's evaluation is satisfactory.

3. Alternative Evaluation Process

Permanent certificated employees may elect to participate in an alternative evaluation process that utilizes a peer coach, a self-evaluation, a student evaluation and a summary statement by the principal or principal's designee. The alternative evaluation process is available under the following conditions:

3.1 The principal agrees to the evaluatee's participation and acknowledges that the composite evaluation will indicate that the employee meets or exceeds the District's standards. The principal may decline to allow the evaluatee's participation for any reason. Declining to allow participation is not an indication that the employee does not meet the District's standards.

3.2 The evaluatee agrees to complete all forms and activities established for the alternative evaluation process.

3.3 The principal approves of the evaluatee's choice of a peer coach and the areas for exploration and experimentation developed by the evaluatee and peer coach.

3.4 The evaluatee may discontinue the alternative evaluation process and return to the standard evaluation format by notifying the principal of his/her intent to do so by November 15.

The alternative evaluation process shall utilize the following procedures and timelines.

3.5 The evaluatee shall submit a written request to the principal to participate in the alternative evaluation process, and indicate a choice of peer coach by the end of the second week of the school year.

3.6 The principal shall approve or deny the request within ten days of its receipt.

3.7 If approved, the peer coach and evaluator shall complete and submit a plan for areas for exploration and experimentation by the end of the sixth week of school.

The principal shall approve the plan within ten days.

3.8 The evaluatee and peer coach will conduct at least two classroom observations and conferences before the end of the first semester.

3.9 The evaluatee and peer coach will conduct at least one more classroom observation and conference during the third quarter of the school year.

3.10 The evaluatee shall complete a self-evaluation and student evaluation during the third quarter of the school year.

3.11 By the last day of the third quarter of the school year, the evaluatee shall submit to the principal a copy of the evaluatee and peer coach summary sheet, a self-evaluation and a summary of the student evaluation data.

3.12 Within twenty school days of the receipt of the above information, the principal shall meet with the evaluatee to complete the principal's composite evaluation form.

The forms submitted to the principal at the end of the third quarter and the principal's composite summary shall be the official evaluation for the employee and will be placed in the employee's personnel file. The evaluatee may attach additional comments if desired.

ARTICLE 12

PEER ASSISTANCE AND REVIEW

RSEA and the District are in agreement that there is no funding in place and none is expected in the future. Article 12 will be suspended at this time. We will meet to negotiate if funding returns.

1. Purpose

   1.1 The District and Association agree that there is a positive benefit in allowing exemplary teachers to assist permanent teachers who need to improve their subject matter knowledge and/or their teaching strategies. Therefore, the parties agree to cooperate in the development and implementation of a peer assistance and review (PAR) program.

   1.2 This article does not apply to probationary or temporary employees.

2. Definitions

   2.1 Teacher – Any member of the certificated bargaining unit other than a nurse or librarian.

   2.2 Participating Teacher – A unit member who either volunteers or is required to participate in the PAR program.

   2.3 Consulting Teacher – An exemplary teacher meeting the requirements for selection and selected by the PAR Governance Panel to assist participating teachers.

   2.4 Evaluator – The certificated administrator appointed by the District to evaluate a certificated teacher.

3. Funding

   Funding received for the PAR program shall be provided in the following order of priority:

   3.1 Funds necessary to operate the PAR program and provide assistance to participating teachers assigned to the program. Stipends shall be established for consulting teachers assigned to a participating teacher and for teacher members of the PAR Governance Panel.

   3.2 Funds necessary to operate the BTSA program for first- and second-year teachers.

   3.3 Funds necessary to provide assistance to participating teachers who volunteer for the PAR program.

   3.4 Funds for other professional development activities for teachers.

   The District and RSEA shall annually establish stipends for the PAR Governance Panel chair,

panel members, and consulting teachers. Only consulting teachers assigned to a participating teacher will receive the full stipend. Consulting teachers not assigned may be compensated for time spent in training authorized by the Governance Panel. Expenditures for the PAR program shall not exceed the revenues received to operate the program.

4. Governance

4.1 A PAR Governance Panel shall govern the program. The panel shall be composed of four teachers appointed by RSEA from all the permanent staff members represented by RSEA and three administrators selected by the District. Teachers selected to be Governance Panel members shall be permanent employees of the District with evaluations that meet or exceed the District standards.

4.2 RSEA shall select the teachers best qualified to serve on the panel and represent all the teachers of the District regardless of whether or not the teacher is an active member of the local association. Panel members shall serve for two-year terms and may be appointed to consecutive terms. For the 2000-01 school year, two of the teachers and one of the administrators shall be designated as having three-year terms. If the selection process for Governance Panel members is changed during future negotiations regarding this article, the original terms of assignment for panel members may be reviewed and altered.

4.3 When the panel is unable to reach consensus on an issue, actions may be taken on an affirmative vote of the majority of the panel members.

4.4 The PAR Governance Panel shall:

a. Select a chairperson to coordinate the meetings and activities of the panel.
b. Establish rules and procedures for operation of the panel.
c. Develop forms necessary for the operation of the program.
d. Establish a procedure for the application and selection of consulting teachers.
e. Select and assign consulting teachers.
f. Determine and provide training as deemed appropriate for Governance Panel members and consulting teachers.
g. Accept referrals for teachers assigned to the program due to an unsatisfactory evaluation.
h. Accept or reject applications from teachers volunteering to participate in the program.
i. Monitor and evaluate the work of the consulting teachers.
j. Prepare an annual report on the effectiveness of the PAR program, including any recommendations for improvements.
k. Report to the Governing Board the names of individuals assigned to the program who, after sustained assistance, are not able to demonstrate satisfactory improvement. (Note: no report is made for volunteer participating teachers.)
l. Recommend an operating budget, by May 15, for the succeeding school year.

5. Mandatory Participation

5.1 A teacher who receives an overall unsatisfactory rating on her/his annual evaluation and who, as part of that evaluation, receives two unsatisfactory ratings on standards one, two, three, four, and/or five of the RJUHSD summary evaluation form shall participate in the PAR program.

5.2 The standards of the RJUHSD summary evaluation form shall be based on the California Standards for the Teaching Profession. Standards one through five of the California Standards for the Teaching Profession are directly related to subject matter competence and/or teaching strategies.

6. Voluntary Participation

6.1 Teachers may volunteer to participate in the PAR program. The PAR governance panel shall determine if the volunteer teacher is accepted or denied. Generally, a volunteer would have a summary evaluation of "needs improvement" and be rated as unsatisfactory on at least one of the five standards identified for mandatory participation.

6.2 A volunteer participant may terminate participation at any time. In the event the volunteer participant does not complete the year, the Governance Panel shall determine the percent of stipend to be paid to the consulting teacher.

7. Consulting Teachers

7.1 The minimum qualifications for a consulting teacher include:
   a. Permanent status with at least five years of recent teaching experience.
   b. Demonstrated exemplary teaching ability as demonstrated by, among other things, effective communication skills, subject matter knowledge, knowledge of and commitment to applicable curricular goals and standards, and a mastery of a wide range of teaching strategies necessary to meet student needs.
   c. Ability to work cooperatively and effectively with other teachers and administrators.

7.2 Consulting teachers shall be required to submit an application developed by the PAR Governance Panel and at least two recommendations from individuals familiar with the applicant's abilities. The PAR Governance Panel shall make provisions for observing the applicant's classroom as part of the selection process.

All parts of the selection process for Consulting teachers shall be treated as confidential and will not be disclosed except as required by law.

A consulting teacher will be assigned to only one participating teacher and is expected to provide at least twenty-five hours of assistance each semester/term. Consulting teachers are authorized up to three release days per semester/term to observe and assist participating teachers.

The consulting teacher's duties include, but are not limited to:

a. Consulting with the participating teacher and evaluator to develop an individual assistance plan.
b. Observing the participating teacher during periods of classroom instruction.
c. Holding conferences with the participating teacher following observations.
d. Arranging for the participating teacher to observe the consulting teacher or other exemplary teachers.
e. Providing suggestions and materials related to improving the participating teacher's subject matter knowledge and/or teaching strategies.
f. Consulting with the evaluator about any recommendations or assistance provided by the evaluator. (Note: The Education Code establishing the PAR program encourages a cooperative relationship between the evaluator and the consulting teacher.)
g. Identifying and recommending training in specific teaching techniques or the designated subject matter.
h. Maintaining a log of the assistance provided.
i. Preparing written recommendations for the participating teacher at least once every nine weeks.
j. Preparing a final written report for the PAR Governance Panel that summarizes the results of the teacher's participation. (Note: by statute, a copy of this report shall become a part of the personnel file of a participating teacher receiving mandatory assistance.)

8. Assistance Provided to Participating Teachers

8.1 The consulting teacher's assistance shall initially focus on the specific areas recommended for improvement by the participating teacher's evaluator. The participating teacher and consulting teacher, in consultation with the evaluator, shall develop an individualized assistance plan. The assistance plan shall include clear, written recommendations aligned with student learning and consistent with Education Code 44662, the statute that governs the evaluation of teachers. The PAR Governance Panel shall review the plan and the panel may modify the plan.

8.2 Specific assistance shall include, but is not limited to:

a. Multiple classroom observations and conferences with the consulting teacher.
1. Written recommendations and/or commendations by the consulting teacher at least every nine weeks.
2. Scheduled opportunities for the participating teacher to observe exemplary practice by the consulting teacher or other exemplary teachers.
3. Attendance at appropriate professional development activities provided by the District.

9. Protections Afforded Participating Teachers

9.1 The participating teacher shall have a right to be represented by RSEA in any meetings called of the PAR Governance Panel to review the teacher's progress and shall be

given a reasonable opportunity to present any pertinent information related to any report being presented.

9.2 A participating teacher or the evaluator may request a specific consulting teacher or submit a written objection to an assigned consulting teacher. The PAR Governance Panel makes the final decision about the assignment of consulting teachers.

9.3 The participating teacher and evaluator shall each have an opportunity to review all reports generated by the consulting teacher and forwarded to the PAR Governance Panel. The participating teacher and evaluator may attach comments to any reports submitted to the Panel.

9.4 A participating teacher shall not have access to the grievance process of the collective bargaining agreement to challenge the content of reports, or decisions of the PAR Governance Panel, but may file responses that shall become part of the official record of participation.

9.5 The personnel office will file all records and reports, except the final summary of participation for mandatory participants, separately from the individual personnel records.

9.6 The participating teacher, the consulting teacher, nor the evaluator shall be present during confidential deliberations of the PAR Governance Panel. The Panel may request information from any of the parties involved.

10. Compensation

10.1 The first-time unit members prepare presentations compensated through PAR funds, the member will be paid for two hours of preparation time for each hour of presentation at a rate of $28.00/hour.

10.2 For subsequent presentations, unit members will be compensated for one hour of preparation time and the actual presentation at $28.00/hour.

11. Other Provisions

11.1 Nothing in this Article diminishes the legal or contractual rights of bargaining unit members.

11.2 Nothing in this Article shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code 44938 and the provisions of the collective bargaining agreement.

11.3 Nothing in this Article precludes the evaluator from initiating and completing the evaluation process described in the collective bargaining agreement.

11.4 Nothing in this Article affects the evaluator's ability to issue verbal or written

communications about incidents or events related to the participating teacher's fulfillment of his/her professional obligations.

11.5 All documents and information relating to the participation in this program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 5250, et seq.). The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

11.6 Unit members who perform functions as consulting teachers or panel members under this Article shall have the same protection from liability and access to appropriate defense as other public-school employees pursuant to Division 3.6 (commencing with Section 810) of Title I of the California Government Code.

11.7 This Article shall remain in effect for as long as the District receives the specific state funding for the California Peer Assistance and Review Program. As long as there are carryover funds, the PAR Panel will oversee the allocation of funds. If the District does not receive any new state funding for the California Peer Assistance and Review Program beyond the BTSA funds, the PAR panel will not receive any stipends. This Article shall expire once there are no new or carryover funds beyond BTSA, and has no force or effect without need for further action by either the District or RSEA.

ARTICLE 13

EMPLOYEE DISCIPLINE SHORT OF DISMISSAL

This Article applies to short suspensions without pay for a period not to exceed fifteen (15) workdays ("discipline short of dismissal") and is intended to be an alternative to dismissal when other means of corrective action have failed to bring about the proper conduct or in response to an incident of serious misconduct as determined by the administration.

1 The following methods are recommended to improve performance prior to the implementation of this Article:

1.1 As appropriate, the district evaluation procedure;

1.2 Individual conference to identify the problem and necessary corrective action;

1.3 Written notice of possible action if concerns are not corrected;

1.4 Letters of reprimand to the employee's file.

It is the responsibility of the charging administrator to establish that one or more of the above procedures have been implemented prior to proposing a short suspension without pay except when the proposed suspension without pay is based on an incident of serious misconduct.

2 Causes for Disciplinary Action

2.1 Any grounds for dismissal of a permanent certificated employee set forth in the Education Code, violation of any regulation set forth in the California Code of Regulations, or any violation of the policy or administrative regulation of the District, or violation of any provision(s) set forth in this collective bargaining agreement.

2.2 Conviction of a felony or conviction of a misdemeanor involving moral turpitude is deemed to be a conviction within the meaning of this section. A plea or verdict of guilty, or finding of guilt by a court in a trial without a jury, or a conviction following a plea of nolo contendere shall be deemed to be a conviction for purposes of this Article.

2.3 It is understood that any causes stated above may be contained under the causes for dismissal set forth in the California Education Code and that nothing stated herein shall have any controlling effect in the event a dismissal action is initiated under provisions of the Education Code.

3 Written Charges

Before discipline short of dismissal is imposed upon a certificated employee, written charges shall be filed with the Board of Trustees setting forth (refer to Board Policy/Administrative Regulation 1312.1):

3.1 The basis upon which the charges are founded

3.2 A copy of the charges shall be personally served upon the employee or mailed to the employee by registered or certified mail at his/her last address known to the District.

3.3 The written charges must be filed within thirty (30) business days from the date the administration determines disciplinary action is warranted.

3.4 Written charges shall not be based on any cause which arose more than four (4) years preceding the date of the filing of written charges unless the cause was concealed or not disclosed by the employee when the employee reasonably should have disclosed the facts to the District.

3.5 Pending a final decision by the Board of Trustees or until waiver of the employee's right to a hearing, discipline short of dismissal documents will be maintained in a file separate from the personnel file.

3.6 No discipline short of dismissal shall be based on information or material of a derogatory or critical nature which has been received by the site administrator from students, parents and/or citizens unless the procedures listed above have been followed.

Any student, parent or citizen complaint, which may warrant discipline short of dismissal, shall be reported to the unit member by the administrator receiving the complaint, within five (5) business days of receipt.

Should the involved unit member believe the allegations in the complaint can be resolved by a meeting with the complainant, the site administrator shall attempt to schedule a meeting with the unit member, the complainant and the site administrator. At the request of the unit member, an Association representative may be present at the meeting. If the complainant refuses to attend the meeting, the District may consider alternatives in lieu of discipline short of dismissal or elect to proceed with the filing of written charges.

4 Request for a Hearing

The employee's failure to request a hearing on the charges within ten (10) business days after the written charges are served upon or mailed to him/her shall constitute waiver of the employee's right to a hearing, and the Board of Trustees may act upon the charges without further notice to the employee. Written charges are deemed to be served when deposited in the regular U.S. Mail to the employee's last known address on file with the District.

5 Hearing

Upon timely request of the employee and the availability of all the parties, a hearing on the charges shall be scheduled before a hearing officer, unless the Board of Trustees elects to hear the matter itself. If the Board's decision is to use a hearing officer, the hearing officer's proposed decision shall be submitted to the Board for final action. The charging party shall carry the burden of proof in support of the disciplinary action. The charging party and the

employee may call witnesses and shall have the right to cross-examination and may present evidence. All questions relating to definitions, procedural matters, compliance with requirements contained in this Article and the admissibility of evidence shall be resolved by the Board or hearing officer and shall not be subject to the grievance procedure set forth in Article 17 of this Agreement. At the conclusion of the hearing, the Board or hearing officer may take the evidence under consideration for twenty (20) business days before announcing its decision in the matter. The decision shall contain express findings on the charges upon which the disciplinary action or penalty is based.

6 Hearing Officer

The selection of a hearing officer will be determined by the following procedure as in the order of the listing:

6.1 Mutual agreement to an individual hearing officer

6.2 Request to the State Mediation and Conciliation Service for a list of five (5) persons and the alternate striking of names by each of the parties until one name remains.

7 Cost of Hearing and Attorney Fees

The cost of the hearing officer and stenographic reporter shall be paid by the District. The cost of preparing a transcript of the hearing shall be paid by the party requesting the transcript. Each party shall pay his/her own attorney fees and other costs.

8 Discipline or Penalties Imposed by the Board

If a hearing officer is used, the Board of Trustees may (1) adopt the hearing officer's proposed decision in its entirety; (2) reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision; (3) reject a proposed reduction in the personnel action, approve the personnel action recommended in the written charges and adopt the balance of the proposed decision; or (4) reject the proposed decision in its entirety and decide the case on the record, including the transcript, with or without taking additional evidence.

9 This Article Does Not Apply to Dismissal

This Article applies only to the discipline and/or imposition of penalties upon certificated employees up to, but not including dismissal. Nothing contained in this Article shall be construed to limit the authority of the Board of Trustees to dismiss or not reemploy any substitute, temporary, probationary or permanent certificated employee pursuant to the provisions of Section 44930, et. seq. of the Education Code and future amendments thereto.

ARTICLE 14

TRANSFER POLICY

1 A transfer is defined as the relocation of unit members between schools and/or administrative sites. Transfers fall into two categories: 1) transfers that are initiated at the request of a unit member on a voluntary basis, and 2) administrative or involuntary transfers that are initiated by the District.

2 The District and the Association encourage voluntary transfers by unit members as a means of professional development and program improvement. Therefore, unit members are encouraged to submit a written request for transfer to the Human Resources Department and indicate on the Intent to Return Form requested by the Superintendent, or designee, each year any desire or interest in a change of assignment. The District will consider a transfer request prior to filling vacancies with new applicants.

3 The District shall retain the responsibility to determine when and where there is an opening, and to transfer unit members from one school site to another school site, if needed.

4 Reasons for Transfer of Personnel

There are many reasons for transfers whether they are initiated by the unit member or whether it is necessary to affect an administrative transfer. Such reasons shall relate to the needs of the educational programs. Examples of such reasons include but are not limited to the following:

4.1 Professional improvement

4.2 Instructional program requirements and improvements

4.3 Opening and closing of schools

4.4 Fluctuations in pupil enrollment

4.5 Elimination or reduction of classes in special areas or programs

4.6 Federal and State requirements

4.7 Assist in improving the performance of a teacher as documented by the site administrator, or resolve problems identified in the performance evaluation

4.8 Resolve documented personality conflicts or incidents of harassment

5 Notice of Position Openings

5.1 Position openings will be posted on the EDJOIN website at www.edjoin.org/RJUHSD

for at least fourteen (14) calendar days. The Human Resources Department will email all district employees a link to current job openings on a regular basis throughout the year. If the term is beginning in less than fourteen (14) calendar days, positions may be posted "until filled".

5.2 An opening (vacancy) is defined as a position at a school location which the District has determined is to be filled by a regular probationary or permanent unit member.

6 Transfers Initiated by Unit Members

6.1 Transfer of a unit member for professional improvement may take place only when the requested position is available in the school site of his/her choice and the request for transfer is approved by the Superintendent, or designee, and the principals of the respective schools.

6.2 The filing of a Request for Transfer shall be without prejudice to the unit member and shall not jeopardize his/her present assignment. The Request for Transfer may be withdrawn at any time prior to official confirmation that the transfer has been affected. A transfer request shall be deemed complete and in effect when the respective principals, the applicant and the Superintendent, or designee concur.

6.3 Consideration for transfer shall be on the basis of the many qualifications of the unit member and the needs required in the requested position as judged by the administrators involved.

6.4 Transfer shall be based upon the following <u>non-ordered</u> criteria:

6.4.1 Credential authorization and certification.

6.4.2 Major or minor field of study, qualifications by training, and previous related experience.

6.4.3 Previous involuntary transfer within the past three years

6.4.4 Instructional programs or other requirements that are unique to the school (IB, AP, Health Academy, etc.)

6.4.5 Extra-curricular need

6.4.6 Documented personality conflicts or incidents of harassment

6.4.7 Performance evaluation

6.4.8 Length of service in the District.

When the other factors listed above are considered equal, length of service in the district will be the determining factor.

6.5 Each unit member who applies for a transfer shall be notified in writing of the approval or disapproval for the assignment request. If a unit member's request for a voluntary transfer is denied, the unit member shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reasons for denial. The unit member may request and shall receive written reasons for the denial following said meeting if he/she so requests. These written reasons shall become a part of the unit member's personnel file. The request shall be made within fourteen (14) calendar days of the denial and the written response will be delivered within fourteen (14) calendar days of the request.

7 Administrative/Involuntary Transfer

The goal of the District is to maintain highly qualified teachers in "all" classrooms. In some instances, it may be necessary to transfer teachers to maintain that goal.

When it becomes necessary for the District to initiate a transfer, (except in 8.5 below) the site administrator will discuss the transfer with school staff to determine if any qualified staff members would voluntarily choose to accept a transfer to another school. Unit members will be given at least seven (7) calendar days to consider a voluntary transfer. In the event an appropriate volunteer is not obtained, an administrative transfer will be affected. The site administrator will meet with the staff member(s) being considered to discuss the transfer(s) and the reasons for such transfer(s). The decision for selection of involuntary transfers shall be based upon the following non-ordered criteria:

7.1 Credential authorization and certification.

7.2 Major or minor field of study, qualifications by training, and previous related experience

7.3 Instructional programs or requirements that are unique to the school (IB, AP, Health Academy, etc.)

7.4 Extra-curricular need

7.5 Documented personality conflicts or incidents of harassment

7.6 Performance evaluation

7.7 A shift in student population resulting in a decline or increase in enrollment at grade level(s), department(s), or site(s)

7.8 Initiation or expansion of program(s)

7.9 Reduction or elimination of program(s)

7.10 Opening of a new school

7.11 When the above factors are considered equal, length of service in the District shall be the determining factor.

8 In addition, a transfer to meet other legitimate educational related needs, as determined by the District, may be initiated at any time by the Superintendent or designee; however, no such transfer shall be made for disciplinary reasons. A unit member whose services are formally evaluated as unsatisfactory may be involuntarily transferred in order to provide him/her with a reasonable opportunity for improvement.

9 An involuntary transfer shall be made only after written notification including the reason for the transfer and a meeting between the member of the unit involved and the principal or designated representative. In the event the unit member is not available for such a meeting, a certified letter shall be sent to his/her last known address. Subsequent to this official notification and/or meeting, the unit member may request a review (appeal) meeting with the Superintendent or designee, whose decision in the matter is final. When an involuntary transfer occurs, the teacher will be provided with five (5) days' notice prior to the transfer date, with the exception of mid-year new hires and start-of-school-year transfers necessitated by enrollment/staffing balancing during the first ten (10) days of school.

10 The staff member transferred to another school will be given every consideration in returning to his/her former school providing such an assignment is available and provided it is in the best interests of the involved schools' educational programs and is requested by the transferred staff member.

11 Unit members who are transferred voluntarily or involuntarily during the school year shall be allowed up to two (2) days of paid release time for preparation prior to the effective date of transfer. The District shall provide assistance in the moving of a unit member's material whenever a unit member is transferred.

12 Unit members returning from leave shall be afforded all rights provided under this section.

ARTICLE 15

SUMMER SCHOOL TEACHER SELECTION

1 The "right to hire" employees is a right granted to the District by Education Code as well as Article 3, District Rights and Powers of this Contract.

2 The selection and assignment of summer school teachers for employment recommendation to the Board of Trustees shall be made by the summer school principal with the concurrence of the Superintendent, or designee.

3 Selection and assignment shall be based upon the rotation of established rosters and the acceptability of applicants.

4 Summer school roster positions shall be advertised within the District for a minimum of ten (10) school days. Applicants must apply in writing on or before the stated deadline.

5 Applications must be submitted to the Human Resources Department on or before the tenth school day following the job posting.

6 The selection process shall be as follows:

6.1 A roster of unit members shall be established. This list shall be maintained by department, districtwide, and initial position on the list shall be determined on the basis of seniority within the District. The list shall be updated on or before the last school day in March of each school year for application to the next summer school selection. The Assistant Superintendent, Human Resources, or designee, shall establish and maintain the roster. Teachers may place their name on a departmental roster in any subject area that they are certified to teach.

6.2 Only those unit members with proficient or distinguished evaluations by the District shall be eligible for placement on the summer school roster.

6.3 In preparing the initial roster, the District shall list by seniority date the names of interested and qualified unit members in the areas of their credential authorization.

6.4 In the establishment of staffing for summer school sessions, the District shall offer first employment to those unit members at the top of each subject area roster. In the event the unit members accept employment as offered, or refuse that year's assignment, their names will rotate to the bottom of the eligibility roster, followed by any new unit members added to the list during the March roster update. New unit members shall be placed at the bottom of the department list according to seniority date. The District shall make an effort to assign a full summer session to each unit member selected as a part of this process.

6.5 A unit member shall be dropped from or not added to the roster by:

6.5.1 Receiving an unsatisfactory evaluation in either regular or summer session.

6.6 Any unit member shall be dropped from the roster for:

6.6.1 Failing to accept an offer of employment within ten (10) school days after the offer is formally made.

6.7 A unit member dropped from the roster for any of the above stated reasons may apply for return to the list at the March list establishment for the following year. When such unit member's name is placed on the list(s), it shall be placed last on the department list(s) requested.

6.8 New unit members added to the eligibility list during the March roster update shall be placed at the bottom of the department list on the basis of years of service in the District.

7 Tentative summer school assignments shall be made by May 15.

8 In the event that two or more-unit members are equal in length of service in the District, placement will be determined by lot conducted by the Assistant Superintendent, Human Resources, or designee.

9 In the event that no qualified unit member volunteers to teach summer school, the District may hire a summer school teacher from outside the Unit.

ARTICLE 16

EFFECT OF CONTRACT

1 It is understood and agreed that the specific provisions contained in this Contract shall prevail over any past District practice or procedure and shall prevail over state law to the extent permitted by state law. In the absence of a specific provision of this Contract, any past practice or procedure is hereby declared to be discretionary on the part of the District.

2 It is further understood and agreed that to the extent benefits provided hereunder are mandated by state law, such benefits are not in addition to those prescribed by law but rather are incorporated herein for the convenience of the parties.

3 Should any Article, section, or clause of this Contract be declared illegal by a court of competent jurisdiction, said Article, section, or clause, as the case may be, shall be automatically deleted from this Contract to the extent that it violates the law. The remaining Articles, sections, and clauses shall remain in full force and effect for the duration of the Contract if not affected by the deleted Article, section, or clause.

4 Any individual contract between the Board and an individual member of the unit shall be subject to and consistent with the terms and conditions of this Contract. If an individual Contract contains any language inconsistent with this Contract, this Contract, during its duration, shall be controlling.

5 There shall be two (2) signed copies of the final Contract for record keeping purposes. One shall be retained by the District and one by the RSEA.

ARTICLE 17

GRIEVANCE PROCEDURE

1 Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate administrative level. The District and the Association agree that every effort will be made by management and the aggrieved party to settle grievances at the lowest possible level outlined in Section 12.0. Inasmuch as dissatisfaction and disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably upon a unit member's good standing, performance, loyalty, or desirability to the District. Members of the unit, unit representatives, and all other persons involved in the presentation of a grievance, will be free from restraints, interference, coercion, discrimination, or reprisal.

2 The purpose of the Article is to provide a procedure for the consideration of grievances pertaining to a Contract dispute which is defined as an alleged violation, misapplication, or misinterpretation of the specific provisions of the Contract by a member of the unit. The Grievance Procedure does not apply to any type of disagreement or dispute between members of the unit. Non-contractual complaints handled in accordance with Board Policy.

3 This grievance procedure applies only to items covered in this Contract, except that a grievance may not be filed on the content of an evaluation of a member of the unit, or on the District's rights and powers.

4 The grievant has the right to have a representative present at any step of the grievance procedure. The grievant, however, must be present at each step of the grievance procedure.

5 A member of the unit may present a grievance relating to a Contract dispute to the District and have such grievance adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Contract. The District shall not agree to the adjustment or resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.

6 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor.

7 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, with copies given to the Association representative.

8 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the school day, any unit member and a representative of the Association required by either party to participate as a witness or grievant in such meeting, or hearing, shall be released from regular duties without loss of pay for a reasonable amount of time.

9 When a grievance has been filed by a member of the unit, the grievant may terminate the grievance at any time by giving written notice to the District and Association. Failure of the grievant to attend meetings scheduled by the District to discuss the grievance or to provide requested information at the grievant's disposal relating to the subject matter of the grievance, shall be deemed a termination of the grievance by the member of the unit. The District shall give written notice of such termination to the unit member.

10 Failure by the administration to adhere to deadlines in this grievance procedure shall mean the grievant may move the grievance to the next step (higher level). Failure of the unit member to adhere to the submission deadlines in this grievance procedure shall mean that the unit member is satisfied with the District's response at the previous step and waives any right to further appeal. However, nothing prevents the parties from extending the dates by mutual agreement.

11 Definitions

11.1 Day: A day on which the District Office is normally open for business.

11.2 Grievance: A grievance is a complaint by a member of the unit that there has been an alleged violation, misapplication or misinterpretation of the specific provisions of this Contract.

11.3 Grievant: A grievant is a District unit member covered by this Contract who is filing a grievance.

11.4 Immediate Administrator: An immediate administrator is the administrator having immediate jurisdiction over the unit member who is filing the grievance.

11.5 Representative: A representative is a fellow unit member, unit organization, or legal counsel who participates in the grievance procedure.

12 Informal Resolution

Any member of the unit who believes he/she has a grievance shall schedule a verifiable meeting to present the grievance orally to his/her immediate administrator within ten (10) working days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate administrator shall schedule a second meeting with the grievant to discuss and attempt to resolve the matter within ten (10) working days after the first oral presentation of the grievance. It is the intent of the two informal oral meetings that the grievant be able to present his/her grievance, that the administrator understand the grievance that is being presented, and that the administrator be able to review the grievance and issue an oral decision at the second information meeting between the aggrieved unit member and the immediate administrator.

13 Grievances that are not settled during the information resolution shall be processed in accordance with the following steps:

13.1 Step 1: If the grievance is not settled during the two (2) informal oral discussions and the member of the unit wishes to pursue the grievance, the unit member shall present the grievance in writing to the immediate administrator within ten (10) working days after the oral discussions and decision by the immediate administrator with a copy given to the Association Site Representative and/or Grievance Chair. The immediate administrator shall respond in writing within ten (10) working days after receipt of the grievance, with a copy given to the Association Representative and/or Grievance Chair.

13.2 The written grievance submitted by the grievant shall include:

13.2.1 A description of the specific grounds of the grievance including names, dates, and places necessary for a complete understanding of the grievance.

13.2.2 A listing of the provisions of this Contract which are alleged to have been violated, misinterpreted, or misapplied.

13.2.3 A listing of the reasons why the immediate administrator's proposed resolution of the problem is unacceptable.

13.2.4 A listing of specific actions requested of the District to remedy the grievance.

13.3 Step 2: If the grievance is not resolved at Step 1, the grievant shall, within ten (10) working days after receipt of the immediate administrator's written decision, present the grievance in writing to the Assistant Superintendent, Human Resources. Within ten (10) working days from the receipt of the grievance, the Assistant Superintendent, Human Resources shall meet with the grievant on the grievance in an effort to resolve the grievance. The Assistant Superintendent, Human Resources shall make a written disposition of the grievance within ten (10) working days after the meeting with the grievant and return it to the grievant.

13.4 Step 3: If the member of the unit is not satisfied with the disposition of the grievance at Step 2, the grievant and the Association shall, within ten (10) working days, request in writing that the District seek a mediator from the California State Mediation and Conciliation Service to assist the parties in resolving the grievance. The appointed mediator shall meet with the parties as soon as the schedules of the parties and the mediator permit.

13.4.1 If a settlement is reached, the settlement shall be reduced to writing. The settlement shall not establish a precedent unless mutually agreed upon by all of the parties.

13.4.2 If the grievance has not been settled after two mediation sessions, or if the mediator closes the matter after one session, the grievant and the Association may move to Step 4 of the grievance procedure.

13.5 Step 4:

13.5.1 If a grievant is not satisfied with the disposition of the grievance at Step 2 and the

matter was not resolved in mediation at Step 3, the Association may request, in writing, a hearing before an arbitrator. Such a request shall be filed in writing in the office of the Superintendent within ten (10) working days after the completion of mediation at Step 3.

13.5.2 The arbitration proceedings shall be conducted by an arbitrator to be selected by the Association and the Superintendent within seven (7) working days after said notice is given. If the two parties fail to reach an agreement on the arbitrator within seven (7) working days, the California State Mediation and Conciliation Service will be requested to supply a list of five (5) names. Each party will alternately strike from the list until only one name remains. The order of striking will be determined by lot. The District and the grievant will share equally any payment for the services and expenses of the impartial advisory arbitrator in the event there are any costs.

14 Powers of the Arbitrator

It shall be the function of the arbitrator to make a recommendation to the Board of Trustees, the Superintendent, and the grievant, to resolve the grievance. The arbitrator shall be subject to the following limitations:

14.1 The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Contract.

14.2 The arbitrator shall have no power to establish salary structures or change any salary.

14.3 The arbitrator shall have no power to recommend or resolve any of the following:

14.3.1 The termination of services of or failure to reemploy any unit member to a position on the extra-curricular schedule

14.3.2 The placing of a member of the unit on probation

14.3.3 Any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Education Code

14.3.4 Any matter involving unit member evaluation, except for a remedy as the result of failure to comply with the evaluation procedure set forth in this Contract

14.4 The arbitrator shall have no power to change any practice, rule, or any action taken by the District.

14.5 If either party disputes the arbitrability of any grievance under the terms of the Contract, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction.

14.6 In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall

be referred back to the parties without a decision or recommendation on its motive.

14.7 The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdiction limitations upon the arbitrator in this Contract.

14.8 Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services and expenses for the court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties. The court reporter shall deliver a copy of the proceeding to each party within fifteen (15) working days.

14.9 Upon receipt of the recommendation of the arbitrator, the Board of Trustees shall direct that the recommendation be placed upon the Board's closed session agenda for consideration at its next regular meeting.

The grievant, the Superintendent, the Association, and any other member of the unit directly affected, shall be entitled and may request in writing to appear in person or by representative to address the Board regarding the pending matter. After the Board has heard any such comments and without taking additional evidence, the matter shall be submitted for decision by the Board, which decision shall be final.

15 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. Such hearings shall be conducted during non-classroom hours, unless there is mutual agreement for another arrangement. The District and the party are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.

16 If the grievance arises from an action of authority higher than the principal of the school, the employee may initiate Informal Resolution (Section 12 above) by meeting with the Assistant Superintendent, Human Resources. If the grievant is not satisfied with the Assistant Superintendent's informal response, the grievant may present the grievance in writing at Step 2 of this procedure.

17 Time limits provided in this Contract may be extended by mutual agreement of both parties confirmed in writing by the District. Failure by the District at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to lodge an appeal at the next step of this procedure. Any grievance not advanced to the next step within the time limits of the Contract shall be deemed resolved by the District's answer at the previous step.

18 Nothing contained herein shall deny to any member of the unit his/her rights under state or federal constitutions and laws. No probationary unit member may use the grievance procedure in any way to appeal discharge, or a decision by the District not to renew his/her contract. No tenured member of the unit shall use the grievance procedure to dispute any action by the District which is applicable to the state tenure laws. No unit member shall use the grievance procedure to appeal any decision of the District or administration if such decision is

applicable to a state or federal regulatory commission or agency.

ARTICLE 18

ROSEVILLE PATHWAYS TEACHERS

1. The following terms and conditions for employment apply to unit members assigned to the Roseville Pathways Alternative Education Program, which includes Independence High School and Adelante High School, or to any future site designated as an independent study or continuation high school.

2. Roseville Pathways teachers included in the bargaining unit shall only be entitled to those rights under the collective bargaining agreement specified below:

Article	
1	Recognition
2	Negotiating Procedures
3	District Rights
4	Association Rights
5	Wages (with the exception of Section 13, Travel Stipend)
6	Health Benefits
8	Leaves (with the exception of Section 13, Sabbatical Leaves)
9	Safety
10	Class Size
11	Evaluation
13	Employee Discipline
14	Transfer Policy
15	Summer School Teacher Selection (w/the exception of temp. hourly unit members)
16	Effect of Contract
17	Grievance Procedure
18	Roseville Pathways Teachers
19	Savings
20	Term of Contract

3. Wages

3.1. Roseville Pathways teachers shall be paid 100% of the regular Teachers Salary Schedule (i.e. Salary Schedule 1) as approved by the Board of Trustees with the same steps and columns.

3.2. Permanent Roseville Pathways teachers shall be paid on a twelve (12) month basis.

3.3. Roseville Pathways teachers, employed for a 184-day work year, shall be paid on a twelve (12) month basis.

4. Hours of Employment

4.1. The work day for full-time Roseville Pathways teachers shall be eight (8) hours,

including a 30-minute duty-free lunch, uninterrupted lunch period each day.

4.2. On minimum days that have been scheduled for midterm and final exams, the remaining work time following the dismissal of school will be used by unit members for grading and planning purposes.

4.3. Grades are due on or before the Wednesday following Midterm and Final Exams, except for final grades for the Spring term, which are due on the last teacher workday of the school year.

4.4. No mandatory department, school, or district meetings, training, or assignments will be scheduled during this time without the voluntary consent of the unit members(s) affected by the proposed meeting, training, or assignment.

4.5. Unit members shall be required to attend urgent or emergency-related meetings (e.g., parent conference, grade appeal, manifestation determination, crisis response, school safety) per the request of the principal or designee.

4.6. All unit members will be required to attend up to two back-to-school night type of events each year. The academic schedule for these days will be a minimum day. Schedule conflicts that result must be resolved through consultation with the principal

4.7. Unless assigned elsewhere by the principal or designee, all Roseville Pathways teachers shall be required to be on campus, available for duty from 8:00 a.m. to 4:00 p.m.

4.8. Each full-time member of the unit shall receive a preparation and planning period equal to the length and frequency of a teaching period. A preparation period is considered an assigned period.

4.9. The preparation period may also be used to provide paid replacement services for temporarily absent unit members. Members of the unit reassigned during their preparation period shall be compensated at the "Period-RSEA Member" rate per Salary Schedule 11.

Assignments shall be assigned in the following manner:

- Use of certificated volunteers; then
- Use of available outside certificated substitutes; then
- Other available certificated staff on a rotational basis.

The site administrator shall make every reasonable effort to distribute period substitute assignments equitably. The site administrator shall assign certificated volunteers from the unit when available.

4.10. Roseville Pathways teachers shall be required to attend school and district-sponsored meetings. Part-time teachers are responsible for attendance at all school and district-sponsored meetings that are required of full-time teachers.

4.11. Monthly faculty meetings, which typically occur on the 3rd Monday of each month that the school is in session, shall take place from 3:00 to 4:00 p.m. On occasion,

and in collaboration with the site leadership team that includes both teachers and administrator, monthly faculty meetings may be scheduled for the purpose of professional development and will end no later than 4:00 p.m.

4.12. Roseville Pathways teachers may be assigned full-time to one campus (i.e. Independence or Adelante) or they may be issued a split assignment between two campuses (i.e. Independence and Adelante).

4.12.1. The principal shall consider student need, program need, credential authorization and subject area experience when determining teacher assignments.

4.12.2. Due to the close proximity of the two Roseville Pathways campuses (i.e. Independence and Adelante), unit members assigned to both campuses will not receive an annual travel stipend.

4.13. Permanent part-time teachers are entitled to the number of hours of employment that were specified in the permanent employment offer. The hourly rate of pay is computed by dividing the annual salary by the product of eight hours times the number of days in the teacher work year (Refer to Salary Schedule1).

5. Temporary Hourly Teachers

5.1. Non-permanent part-time, partial year, and retired Roseville Pathways teachers are employed on an hourly basis as temporary employees. A temporary employment offer letter shall specify a minimum number of hours of employment per week.

5.2. Once assigned, the hours may not be reduced for the remainder of the school year.

5.3. If the principal adds hours per week beyond the initial assignment, the hours may not be reduced for the remainder of the school year.

5.4. When additional hours become available, the principal shall consider the following in assigning such hours to specific partial day or partial year Roseville Pathways teachers:

a. The subject area needs of the student(s)
b. The credential authorization and subject area experience of the teacher
c. The other support needs of the student, as determined by the principal
d. The performance evaluation of the teacher
e. When the above factors are considered equal, length of service in the Roseville Pathways Alternative Education Program shall be the determining factor.

5.5. A unit member may request a review of the principal's decision to add hours to another unit member with less length of service in the Roseville Pathways Alternative Education Program. The superintendent or designee, whose decision shall be final, will consider the criteria listed above.

5.6. Hours assigned to part-time or partial year Roseville Pathways teachers at the beginning of each school year may vary from the hours assigned at the end of the previous year. Start dates for returning partial day or partial year unit members may also vary depending on student enrollment.

5.7. In the event the student enrollment declines by ten or more percent at any given time during the school year, the District and RSEA shall meet to discuss layoffs or a reduction in hours, as appropriate.

5.8. Roseville Pathways teachers will earn a year of credit for advancement on the salary schedule for each school year they work at least 720 hours. Part-time or partial year Roseville Pathways teachers may accumulate hours for advancement on the salary schedule over a maximum of three school years. Hours accumulated in a school year or years may only be used once for advancement on the salary schedule.

6. Benefits:

Roseville Pathways teachers shall be entitled to health and welfare benefits based on the following schedule:

Hours per Week	Employer Contribution
0-15	Benefits not available
16-20	50%
21-25	75%
26+	100%

Benefits will be paid through the summer for continuing unit members based on the percentage of employer contribution provided in May. The percentage of benefits will be adjusted at the beginning of the school year based on the hours per week at the time of reemployment. The percentage of coverage may vary on a monthly basis based on the previous month's entitlement.

ARTICLE 19

SAVINGS

If any provision of this Contract or any application thereof to any member of the unit is held to be contrary to law, then such provisions or applications will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

TERM OF CONTRACT

The Contract shall remain in effect until June 30, 2029. The Contract may be extended past its expiration date for three (3) month intervals if mutually agreed upon by the RSEA and the District.

Each party may open up to two contract articles per year.

By affixing their signature to this Contract, both the primary signatories indicate that they have the express authority of their respective bodies to approve and execute this Contract.

Dated: On file 02/13/2026

FOR THE ROSEVILLE SECONDARY EDUCATION ASSOCIATION

On file
Brandon Dell'Orto
RSEA President

Dated: On file 02/13/2026

FOR THE ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT

On file
Brad Basham
Assistant Superintendent, Human Resources

APPENDIX A

WAGES & BENEFITS

The following salary schedules are posted on the RJUHSD website (www.rjuhsd.us) and can be found on the Human Resources Department page. They may also be accessed by using the hyperlinks below:

- **Salary Schedule 1** 186 Day Certificated Salary Schedule
- **Salary Schedule 9** Certificated Payroll Miscellaneous Positions
- **Salary Schedule 10** Certificated Payroll Auxiliary Schedule
- **Salary Schedule 11** Certificated Payroll – Substitute Schedule
- **Salary Schedule 13** Athletic Coaches Salary Schedule

Information regarding the District's Benefits Package and Incentives is posted on the RJUHSD website (www.rjuhsd.us) and can be found on the Human Resources Department page. This information may also be accessed by using the hyperlinks below:

- Benefits Package and Incentives Overview
- Health Benefits and HSA Information
- Employee Assistance Program (EAP)
- Life Insurance Benefits and Disability Coverage Options
- Retirement Benefits and Savings Options
- Section 125 Flexible Spending Account Plans
- Legal Notices
- District Retirees

APPENDIX B

SIDE LETTER AGREEMENTS

The following hyperlinked side letter agreements between RSEA and the District are currently in effect:

- *Changes to the Position of District Librarian*
  05/19/2022

- *Dual Enrollment Pay Rate*
  Compensation & Work-related Expectations
  Revised 02/13/26

- *Summer School Agreement*
  Summer School & ESY teacher selection, compensation & responsibilities
  Revised – 02/13/24

- *Pay Rate for Teaching Credit Recovery Classes*
  Pay Rate and Expectations for Teaching Credit Recovery Classes
  10/15/2026

- *Addendum to the February 13, 2026, Tentative Agreement - Compensation*
  05/19/2026