

CTA

RINCON VALLEY TEACHERS ASSOCIATION

Master Contract



July 1, 2007
through
June 30, 2010

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ARTICLE I: PREAMBLE

The Board of Trustees of Rincon Valley Union School District hereinafter referred to as "the Board", and the Rincon Valley Union Teachers Association, hereinafter referred to as "the Association", agree as follows:

ARTICLE II: RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive negotiation agent and representative of:

All regular, certificated classroom teachers and certificated support personnel, excluding psychologists.

ARTICLE III: DEFINITIONS

"Unit member" refers to any employee who is in the bargaining unit referred to in Article I and therefore covered by the terms and provisions of this agreement.

The term "Board" when used hereinafter in this agreement means the Board of Trustees of Rincon Valley Union School District.

The term "District" when used hereinafter in this agreement shall refer to the Rincon Valley Union School District.

The term "day" refers to a unit member-contracted day, unless stated as calendar day.

ARTICLE IV: COMMENCEMENT OF NEGOTIATIONS

On or before March 1 of the calendar year in which this agreement expires, the Association shall present in writing its total proposals to the Board for a successor contract. Before the expiration of thirty (30) calendar days thereafter, the District shall respond with its total initial proposals, either with a complete text or referenced by Article and number with a brief statement of their concern. Negotiations shall commence after the two proposals are "sunshined" before the community and a time set aside in a public meeting for community comment.

The time and place of negotiations shall be mutually agreed upon. When negotiations are mutually scheduled during a portion of the school day, no more than five (5) members of the Association's bargaining team shall be released from their regular duties without loss of pay or benefits.

The RVUTA and District have established an open and trusting relationship based on the principles of interest-based negotiation. It is agreed that either party will reconvene negotiations at any time during the year should a concern arise regarding any subject in the Agreement.

ARTICLE V: PERSONNEL FILES

1. Materials in the file or materials to be placed in the file of a unit member which may serve as a basis for affecting the status of their employment in any manner are to be made available for inspection during regular district office business hours by the unit member involved.

2. Documents of a derogatory, critical, and/or negative nature from whatever source shall not be filed unless and until the unit member is given an opportunity to review the material and comment thereon within ten (10) working days. The unit member's comment shall be attached to the original document. Such review and examination shall take place during normal business hours. (Ed. Code 44031)

3. Documents or material of a derogatory, critical, and/or negative nature not found in a unit member's file shall not be used in any disciplinary or dismissal action against such unit member unless the unit member is in violation of Ed. Code 44932, 44939, or 44940. No information shall be placed in any unit member's file if it relates to lawful, non-school related personal activity. No contested information shall be included in the personnel file of a unit member which the unit member demonstrates to be false through the grievance procedure.

4. Upon written authorization by a unit member, a representative of the Association shall be permitted to examine and obtain copies of the materials in a unit member's file.

5. The person who drafted or received material, or placed materials in a unit member's file shall sign the material and signify the date on which such material was so drafted, received or placed. All unit member's files shall be treated as confidential.

6. Public Charges.

No negative and/or unsatisfactory evaluation shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator from students, parents and/or citizens unless the following procedures have been followed:

a. Complaints concerning unit members must first be processed through the district's complaint procedure, which requires that complainants first speak to the person against whom the complaint is lodged and attempt to orally resolve concerns with the staff member personally.

b. If the complaint is not resolved at this level, the complainant may submit the complaint in writing to the school principal. The District will consider the complaint dropped if the complainant fails to put it in writing.

c. If the complaint remains unresolved after review by the principal or the immediate supervisor, the principal shall refer the written complaint, together with a report and analysis of the situation, to the Superintendent or his/her designee.

- d. The complainant, the employee, or the Superintendent may request a closed hearing before the Governing Board. If the employee so requests, an open hearing will be held.
- e. The decision of the Board following the hearing shall be final.

ARTICLE VI: ASSOCIATION ACTIVITIES

1. The Association shall have the right to post notices of activities and matters of Association concern on District provided bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members. The Association may use the District Mail service, unit member mailboxes, and District email for communications to unit members without interference.

2. Authorized representatives of the Association shall be permitted to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities do not interfere with classroom instruction or other legitimate school business and the facility has not already been scheduled by a community group for that time period.

3. The Association shall be entitled to two (2) days of release time during the school year for use by the Association President or his/her designee as he/she chooses. This shall not include attendance at weekly District Administrative Council meetings if invited to attend and shall be in addition to the release time provided elsewhere in this agreement or as provided by law.

ARTICLE VII: CONTRACT DISTRIBUTION

1. By September 1st or within thirty (30) working days of the ratification of this agreement, if after September 1st, the District and Association shall share equally the expense of preparing, producing and distributing *a hard copy of this agreement to RVUTA officers and negotiating team, building reps, and school offices. The contract will be available to all unit members at RVUSD.org.*

2. The District will publish a District Directory.

ARTICLE VIII: MAINTENANCE OF DISTRICT POLICIES AND BENEFITS

1. Except as herein provided, the District shall not reduce or eliminate any fringe benefit which is enjoyed by unit members as of the effective date of this agreement, unless mutually agreed upon by both parties.

2. It shall be the responsibility of the District to inform all unit members, including new unit members and unit members returning from leave, of the fringe benefits provided for in this agreement. The unit member is responsible for informing the Personnel Office of their desire to subscribe to benefits provided for in this agreement.

ARTICLE IX: PERSONAL AND ACADEMIC FREEDOM

1. Unit members are guaranteed academic freedom provided they meet their obligation to teach the District curriculum using Board adopted materials which they are assigned to teach.

2. In addition to the Board adopted curriculum materials, unit members are free to use supplementary instructional materials available through the state, county office, district or generally acceptable as quality materials within the profession.

ARTICLE X: GRIEVANCE PROCEDURE

1. Definitions.

A "grievance" is an allegation that one or more unit members of the bargaining unit has been affected by a violation, misinterpretation, misapplication or inequitable application of this Agreement. The grievance to be considered under this procedure shall be labeled as such even at the informal level. A "grievant" is a unit member or unit members asserting a grievance. The Association may be a grievant upon request of a unit member or members and may file a grievance on behalf of the general membership.

2. Purpose.

The purpose of this procedure is to secure at the lowest possible administrative level, solutions to problems which may arise concerning the welfare and working conditions of those covered under this agreement. Nothing contained herein shall be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the Administration and to have the grievance adjusted without intervention or representation by the Association, provided that such adjustment is consistent with the terms of this agreement.

3. Time.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to a grievant. Time limits set forth in this agreement may be extended or reduced by mutual consent. The failure of the District to give a decision within the time limits herein set forth in this agreement permits the grievant to proceed to the next step.

4. Representation.

A grievant may be represented by the Association at all stages of the procedure. If the grievant is not represented by the Association, the District will provide the Association with notification of the terms of the resolution of any such grievance.

5. Release Time.

Hearings and conferences under this procedure shall be conducted at times and places which will afford an opportunity for all persons concerned to be present and will be held after the regular hours of instruction or during the non-teaching time of personnel involved. When such hearings and conferences are held at the request of the District during the regular work day, all unit members whose presence is necessary or required shall be released without loss of pay or sick leave.

6. General Provisions.

No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation. All documents, communications and records dealing with the processing of a grievance shall be kept confidential by all parties involved. All parties to the grievance shall make available to the other all pertinent information which is relevant to the issues raised by the grievance. A decision rendered at any level of the grievance procedure shall be considered final unless it is appealed to the next level within the time limits specified.

7. Procedure for Grievance Process.

a. Level I (Informal Level).

Within fifteen (15) days of the events or circumstances occasioning the grievance, the grievance shall first be discussed orally with the principal of the school where the grievance occurred with the objective of resolving the matter informally. The grievant has the right to be accompanied by a unit member who is a representative of the Grievance Committee or another unit member. If the complaint is resolved at this level, both the unit member and supervisor shall jointly reduce the complaint and resolution to writing and forward it to the Superintendent and CTA President.

b. Level II (Immediate Supervisor).

If the matter is not resolved informally to the satisfaction of the grievant, a written grievance may be initiated. A written grievance may be initiated no later than twenty (20) working days after the grievant had knowledge of, or should have had knowledge of the events or circumstances occasioning the grievance. The written grievance shall be delivered to the unit member's principal where the grievance occurred and a copy given to a chairperson of the Grievance Committee and the Superintendent. The written grievance shall set forth a concise statement of the facts and circumstances constituting the alleged grievance, the provisions of this agreement involved in the grievance, the decision, if any, by the immediate supervisor at the Informal Level, and the proposed remedy sought by the grievant.

Within five (5) working days after receipt of the grievance, by the principal or immediate supervisor, the grievant and the principal or immediate supervisor shall meet to discuss the grievance and attempt to arrive at a mutually satisfactory resolution. Within five (5) working days after this meeting, the immediate supervisor shall render a decision and the reasons therefore in writing to the grievant with a copy to the President of the Association and Chairperson of Grievance Committee and the Superintendent.

c. Level III (Superintendent).

A grievant not satisfied with the Level II decision may within five (5) working days after receipt of the written decision at Level II, submit a written appeal to the Superintendent.

The written statement of appeal shall contain a clear, concise statement of the reasons for appeal to the Superintendent, a copy of the original grievance, and a copy of the Level II decision.

Within five (5) working days after receipt of the grievance, the grievant and the Superintendent shall meet to discuss the grievance and attempt to arrive at a mutually satisfactory solution. Within five (5) working days after this meeting, the Superintendent shall render his decision and the reasons therefore in writing to the grievant with a copy to the President of the Association, Chairperson of Grievance Committee and immediate supervisor.

d. Level IV (Board of Trustees).

A grievant not satisfied with the Level III decision may within five (5) working days after receipt of the written decision submit a request along with a copy of Level II and Level III responses for a review by the Board of Trustees. The Board shall review the grievance and shall hold a hearing with the unit member. The unit member may request a closed hearing. The members of the Board shall then render a decision, in writing, within twenty-five (25) working days.

e. Level V (Arbitration).

A grievant not satisfied with the decision at Level IV may request that the Association submit the grievance to arbitration. The request to the Association shall be made within five (5) working days after receipt by the grievant of the decision at Level IV or within five (5) working days from the date on which the Level IV decision should have been delivered to the grievant. If the Association decides to submit the grievance to arbitration, it may, within fifteen (15) working days after receipt of the request from the grievant, give written notice to the Superintendent of its intent to submit the grievance to arbitration.

Within five (5) working days after receipt by the District of the written notice of intent to arbitrate, the Superintendent and the Association shall attempt to agree on a mutually acceptable arbitrator and shall attempt to obtain a commitment from the arbitrator to service. If the parties are unable to so agree, a request for a list of arbitrators from the American Arbitration Association may be made by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and that arbitrator shall proceed to hear and decide the grievance under the voluntary rules of the American Arbitration Association insofar as said rules do not conflict with the grievance procedure in this agreement.

If the District intends to assert in the arbitration the defense that the grievance is not arbitrable, the District shall so notify the Association in writing within ten (10) working days of the date set for the arbitration hearing. Any question as to the arbitrability of the grievance shall be ruled upon first by the arbitrator.

The arbitrator's decision shall be, at the request of either party, in writing and shall set forth findings of fact and conclusions on the issues submitted. The arbitrator shall be permitted to recommend to the Board of Trustees an award of

financial reimbursement found to have been lost through misapplication of provisions in this contract. The financial reimbursement shall be limited to the actual financial loss of salary or benefits agreed to in this contract. The financial reimbursement shall not include costs incurred in pursuing the claim or for non-contract damages such as emotional stress, punitive damages, or other non-contract consequential damages. Neither party to the arbitration shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party in the course of the steps set forth in this grievance procedure. The arbitrator shall not render any award which conflicts with or alters this agreement, and the arbitrator's authority shall be limited to deciding only the issue or issues presented in writing by the parties to the grievance. The decision of the arbitrator will be advisory to the Board.

The administrative costs of the American Arbitration Association and the arbitrator's fees and charges shall be divided equally between the District and the Association.

ARTICLE XI: EVALUATION PROCEDURE

1. Probationary and temporary unit members shall be evaluated each school year. Permanent (tenured) unit members shall be evaluated every other school year unless additional evaluations are requested by the unit member or by the principal. Unit members teaching in grades pre- K-2 shall be evaluated in even numbered years starting September, 1998, and unit members teaching in grades 3-8 and all other unit members who have teaching assignments shall be evaluated in odd numbered years starting in September, 1999 ad infinitum.

2. Unit members to be evaluated during a particular school year shall be furnished a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, meet with his/her evaluator to discuss yearly goals, and be notified of the identity of their evaluator no later than October 1 of the year in which the evaluation is to take place. (See Appendix F)

The unit member shall have the right to identify any constraints which the unit member believes may inhibit his/her ability to meet the objectives and standards established.

3. During the course of the evaluation period, circumstances may change which require modification of the original objectives and standards. The unit member may initiate a proposed change of these objectives to the supervisor. A final evaluation and conference between the tenured unit member and evaluator shall be held no later than sixty (60) days prior to the end of the school year to discuss the content of the final evaluation form.

4. The evaluation process for permanent (tenured) unit members shall include the following activities:

a. Classroom observations shall last at least thirty (30) minutes and shall be followed by an observation conference within three (3) working days of the observation; and shall ordinarily be a minimum of two (2) in number for permanent (tenured) unit members. The first observation shall be completed by November 15; the second by March 1. The final evaluation shall be completed by April 15.

b. At any time a unit member or their evaluator, who wishes to have an assistance plan developed to aid the unit member's improvement or performance, may request that such a plan be jointly developed by the unit member and his supervisor. The unit member may also request that the Peer Assistance and Review consulting teacher aid in the development of the assistance plan.

5. The evaluation process for probationary unit members shall include the following activities:

a. For probationary unit members, the first year's classroom observation/ conference shall be completed by November 1; the second observation/conference shall be completed by December 15; probationary unit members' first evaluation shall be completed by December 15; the third observation/conference shall be completed by February 15, with the second probationary unit member evaluation completed by March 1.

b. Supervisors of probationary unit members who receive "needs improvement" or "unsatisfactory" evaluations must develop and implement an assistance plan for those unit members found deficient.

6. The evaluator and the unit member shall consider the following in providing assistance:

- (1) Specific recommendations for improvement.
- (2) Direct assistance to implement such recommendations.
- (3) Provision of additional resources to be utilized to assist with improvement.
- (4) Techniques to measure improvement.
- (5) Time schedule to monitor progress.

7. In preparing the final evaluation form for placement in the unit member's personnel file, the evaluator shall rely primarily upon data collected through classroom observations and evaluation conferences. Any deficiencies which may have been brought to the attention of the unit member, and subsequently corrected, shall have that correction noted on the final evaluation form.

8. In the event the unit member disputes the content of the evaluation, the unit member may attach his own comments and evaluation assessment to the supervisor's evaluation. Both documents are to be placed in the unit member's personnel file.

9. Unit members shall not be required to participate in the evaluation(s) and/or observations of other unit members with the exceptions in Article XIV.

10. The evaluation of unit members, pursuant to this Article, shall not be based solely upon the following:

- a. Standardized achievement test results.
- b. Results of any test utilized for the purpose of a School Improvement Plan.
- c. Achievement of objectives stated in Individual Educational Programs (IEP's) of special education students.
- d. Utilization of any single teaching technique.
- e. The success, or lack thereof, of an instructional or clerical assistant in the performance of tasks assigned by the unit member.
- f. The success of district initiated programs or technique which is part of the District's Board-approved curriculum.
- g. Attendance at optional meetings or workshops.

11. Appendices:

- E-Certificated Evaluation Criteria
- F-Overview of Teacher Evaluation
- G-Timeline for Evaluation
- H-Goals and Objectives
- I-Observation of Classroom Teaching
- J-Certificated Evaluation
- K-Assistance Plan
- L-Certificated Evaluation Rubric

Probationary Unit Members

1. Purpose

The terms and conditions of this agreement shall apply to all temporary and probationary unit members. The parties recognize that probationary unit members require additional assistance during their probationary period. With that in mind, a separate probationary evaluation system has been developed to assist probationary unit members in their professional growth. (See Appendix E) In addition, two (2) administrators shall be assigned to all probationary and temporary employees to provide them with evaluation input regarding their professional growth. Finally, all probationary unit members will be given a minimum of two evaluations during each of their two probationary years, once by December 15th and the other by March 1st, and temporary unit members will be given a minimum of two evaluations each year using the probationary unit member timeline.

2. Meeting

The principal shall meet with the first year probationary and temporary unit member by October 1 or within 10 working days of the date of hire should they be hired mid year. At this meeting the principal will advise the unit member of the District's performance expectations pursuant to the provisions of this article.

3. Representation

The probationary and temporary unit member shall be entitled to have an Association Representative at each meeting described or called for in this article.

ARTICLE XII: DUES AND DEDUCTIONS

1. Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, initiation fees and general assessments of the Association. Such authorizations currently on file with the District and any new authorizations shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues from the regular check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payment of Association dues, fees and assessments by the end of the school year.

2. Any unit member who is not a member of the Association or who does not make applications for membership within thirty (30) calendar days of the effective date of this agreement, or, for those hired after the effective date of this agreement, within thirty (30) calendar days from the commencement of teaching duties, shall become a member of the Association or pay to the Association a service fee. It is agreed that the service fee of the Association shall equal the membership dues, initiation fees, and general assessment of the Association and is the sum utilized by the Association to finance negotiations, contract administration, and grievance processing. A unit member who is not a member of the Association may authorize payroll deduction for the service fee in the same manner as provided in paragraph 1 of the Article. It is the Association's responsibility to inform agency fee members of their right for reimbursement of the monies contributed to RVUTA for political purposes.

3. Except for unit members who are covered by Government Code Section 3546.3, if an employee who is not a member of the Association fails to pay the service fee or authorize its payment through payroll deductions as provided in this Article, the Board shall, pursuant to Government Code Section 3540.1(1)(2), immediately cause the termination of employment of such employee. It is agreed that the failure of any unit member to remain a member in good standing of the Association or to pay the equivalent of the Association dues, initiation fees and general assessments during the term of this agreement shall constitute, pursuant to Government Code Section 3540.1(1)(2), just and reasonable cause for discharge from employment. Those unit members covered by Government Code who object to joining or financially supporting employee organizations, shall not be required to join, but shall contribute a sum equal to such service fee to a non-religious, non-labor organization, or charitable fund of their choice.

4. Any unit member may sign and deliver to the District an assignment authorizing the payment to County authorized credit unions, tax shelter annuities, insurance companies, charities, or any other plans or programs by

deduction from the unit member's monthly paycheck. Any sums so deducted shall be mailed to the place or organization designated by the unit member within fifteen (15) working days from the date of the paycheck. Authorizations for such deductions shall continue in effect until revoked in writing by the unit member.

5. With respect to all sums deducted by the District pursuant to the authorization of a unit member for membership dues or service fees, the District agrees to remit promptly such monies to the Association accompanied by an alphabetical list of unit members for whom the deductions have been made. The District shall not make payroll deductions for any employee organization other than the Association.

ARTICLE XIII: APPOINTMENT TO DISTRICT COMMITTEES

1. The unit members at each school shall select unit member representatives to school site councils pursuant to Education Code Section 52012, unit member representatives on any district committees to develop standards of proficiency pursuant to Education Code Section 51215, unit member representatives on any school based (SIP) committee developing staff development programs pursuant to Education Code Section 52019, and unit member representatives on any school based program coordination committee pursuant to Education Code Sections 52800, 52820, 52850, 52870.

2. When requested by the District, the Association shall appoint unit member representatives to any ad hoc or standing committee established by the District on which unit members are to serve.

3. Refer to 4111 (a) Board Policy and 4111 (1) Administrative Regulation.

ARTICLE XIV: PEER ASSISTANCE AND REVIEW PROGRAM

1. The Rincon Valley Teachers Association and the Rincon Valley Union School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

The Peer Assistance and Review Program is defined as follows:

The PEER ASSISTANT PROGRAM is to provide inservice training and staff development for all unit members. The PEER REVIEW PROGRAM is to provide assistance to permanent teachers employed by the District who have been identified as having classroom performance which places them in serious professional jeopardy. This program shall hereinafter be entitled the Peer Review Program.

2. Peer Assistance Program
 - a. The Consulting Teacher will work under the supervision of the Assistant Superintendent of Curriculum and Superintendent to implement the Peer Assistance Program.
 - b. The Consulting Teacher may conduct inservice/staff development: during Wednesday(s); grade-level meetings; district-wide with individual teachers and/or any other teacher groups. The Consulting Teacher is a resource and works in consultation with principals. The Consulting Teacher may do presentations, demonstration lessons, observations.
 - c. The Peer Assistance Program is available to all unit members.
3. Peer Review Program
 - a. The Peer Review Program is designed to provide assistance to tenured teachers who receive unsatisfactory evaluations in the areas specified by law.
 - b. The Peer Review Program will be administered by the Par Panel.
 - c. As soon as practicable, after referral to the Peer Review Program, the Consulting Teacher will be assigned to the Participating Teacher.

4. PAR Panel

- a. The Peer Review Program will be administered by a PAR Panel. The PAR Panel shall consist of five (5) members, two (2) of whom are selected by the district, and three (3) of whom are tenured teachers elected by the Executive Board of the Association.
- b. The term of PAR Panel members is two (2) years with the option of extending one year.
- c. The PAR Panel shall meet as often at times and places as they shall determine.
- d. All actions of the PAR Panel shall be taken by a vote of at least five (5) members.
- e. When the meetings and activities of the PAR Panel are during the school day, unit members shall be afforded release time. Times for outside the school day are compensated at an hourly rate per Article XVI of Agreement.
- f. The responsibilities of the PAR Panel shall include the following:
 - (1) Select Consulting Teacher(s). District teachers may apply for a consulting teaching position by way of application on a supplementary form prepared by the Panel. Based on a review of the applications by the Superintendent and the PAR Panel, candidates will be selected for an interview. The PAR Panel will interview the finalists and select the consulting teacher. Part of the interview process shall include the observation of finalist candidates at least once by at least one PAR Panel member;
 - (2) Review reports prepared by Consulting Teacher(s);
 - (3) Forward the final report of the Consulting Teacher to the Governing Board of the District concerning Participating Teachers;
 - (4) Forward the names of individuals to the Governing Board of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement.
 - (5) Prepare an annual review of the impact of the Peer Assistance Program, including recommendations for improvement;

5. Consulting Teacher(s)

- a. Responsibilities
 - 1. Will conduct the Peer Assistance Program
 - 2. Will assist participating teachers in the Peer Review Program

3. Consulting Teachers shall have the following minimum qualifications:
 - (a) A permanent teacher of the district with not less than five (5) consecutive years of classroom experience in the district.
 - (b) Demonstrated exemplary teaching ability, as indicated by effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts. Demonstrates positive communication skills, showing empathy and sensitivity with colleagues and to the confidentiality that is inherent in the Peer Review process.
 - (c) Expertise and specific knowledge of the inservice content area designated by the district for the term.
4. Consulting Teachers selected shall serve full-time for a term of two (2) years
5. Compensation shall be at their regular placement on the Certificated Salary Schedule
6. Consulting Teachers may reapply as a Consulting Teacher at the end of their term
7. Evaluation: The consulting teacher will be supervised by the Superintendent
8. Duties:
 - (a) As soon as practicable after referral to the Program, the Participating Teacher will be assigned to the Consulting Teacher. The Consulting Teacher will then arrange a meeting, to be attended by the principal of the Participating Teacher and the Participating Teacher.
 - (b) The Consulting Teacher will prepare a Review Plan which will list the goals and objectives for improvement.
 - (c) The Review Plan shall include multiple classroom observations with specific and timely feedback; provide resources; demonstration lessons.

- (d) The Consulting Teacher shall prepare and present progress reports for the PAR Panel
- (e) The Consulting Teacher shall prepare a Final Report which will detail the progress made by the Participating Teacher.
- (f) Under the direction of the Superintendent, deliver an Assistance Plan that is consistent with District Goals.

- (g) Present: Demonstration lessons; provide resources and inservice consistent with District Goals.

6. Participating Teacher(s)

- a. Permanent Teachers are referred to the Peer Review Program Appendix I by receiving an unsatisfactory performance evaluation per Article XI of the Agreement.
- b. As soon as practicable after referral to the Program, the Participating Teacher will be assigned a Consulting Teacher.
- c. The Participating Teacher shall have the right of reply to all Progress Reports as well as the Final Report and said reply shall be appended to the report. The Final Report may be used by the district in any personnel decisions or proceedings regarding the Participating Teacher.

7. Hold Harmless

The District shall defend and hold harmless individual PAR Panel members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this program.

ARTICLE XV: TEACHING HOURS

1. Planning Time - All unit members teaching grades 1-6 and secondary grades, shall have one (1) hour per week set aside for preparation and planning.

2. The term "preparation" is defined as preparing lessons, evaluating and processing classroom activities.

3. The term "planning" is defined as preparation of educational activities with more than one unit member.

4. There will be no faculty meetings scheduled on Wednesday during the one hour period set aside for planning and preparation (one hour following student dismissal).

5. Curriculum planning and inservice may occur on one Wednesday per month, ending no later than 4:30 p.m. These Wednesday inservice days shall be calendared in advance of the school year beginning. On other Wednesdays of the month, on-site planning time shall be used at each unit member's discretion.

6. Teachers will meet at a time of their choosing for an hour per month with grade level team members to discuss student work and data from assessments and plan instruction based on results. An oral or written summary of the meeting shall be provided to the principal.

7. The instructional year shall be 180 days.

8. The teaching work year shall be 186 days.

9. Generally, Tuesdays shall be reserved for Association meetings. Thursdays shall be reserved for faculty meetings as needed.

10. K-6 unit members shall be required to report for duty thirty (30) minutes before the start of the students' regular school day and can leave at the close of the students' regular full-length day. Secondary teachers shall be required to report at the beginning of the instructional day and can leave at the close of the students' regular full-length day. Teachers performing after school bus duty can report to work 15 minutes later than the contracted starting time.

11. All District sponsored inservice workshops will be attended by all unit members during the agreed calendar year. Job sharing unit members whose teaching day it is, will attend the after-school inservice workshops.

12. Unit members will have a total of ten parent conference days per year. Seven (7) conference days offered in the fall per minimum instructional day schedule, and three (3) conference days in the spring per shortened instructional day schedule.

13. All full-time unit members are to work the same length day.

14. Pre K shall be (240) minutes Monday-Thursday; Fridays IEP's, parent meetings, etc.

15. Kindergarten shall be in session two hundred and eighty-five (285) minutes of instruction excluding forty-five (45) minutes for lunch. The fifty-five (55) minutes following kindergarten dismissal shall be used by the teacher for planning, preparation, conferencing with parents and working with students in need of extra assistance.

16. Primary grades (1-3) shall have three hundred (300) instructional minutes per day, excluding Wednesday, and *eighty-five (85) minutes* of non-instructional time.

17. Intermediate grades shall have three hundred and fifteen (315) instructional minutes per day, excluding Wednesday, and seventy (70) minutes of non-instructional time.

18. Secondary grades shall have three hundred thirty-five (335) instructional minutes per day, excluding Wednesday, and sixty (60) minutes of non-instructional time per day.

19. Wednesdays, student dismissal is one (1) hour earlier for unit member plan

20. The District shall provide 2.5 (two and one half) hours per day of Instructional Paraeducator time for combination classes. K-1 classes shall receive the Combo instructional paraeducator in lieu of the one (1) hour kindergarten assistant.

21. Each kindergarten class shall be provided with one (1) hour per day of Instructional Assistant time to assist the teacher with assessment, instruction, and supervision. The schedule of aides will be determined by the teachers and the principals.

22. The District shall provide grades 4-6 teachers with two (2) 45 minute periods of Paraeducators PE time per week for planning time without students. Primary combination classes shall also receive 2 (two) 45-minute periods of Paraeducators PE time per week for planning.

23. Unit members assigned to secondary grades will be provided with four class sections of preparation time per week.

ARTICLE XVI: NON-TEACHING & EXTRACURRICULAR DUTIES

1. All district required workshops will be scheduled for unit members during the agreed calendar year and within the workday (6 hours 40 minutes).

2. Any services performed by a unit member at district required extracurricular activities shall be compensated for at an hourly rate.

3. Open house and back-to-school night are considered part of a unit member's regular classroom duties.

4. Participation in extracurricular activities shall be optional.
(Extracurricular activities include all activities outside regular classroom duties of unit members.)

5. Any day or part of a workday required by the District beyond the minimum regular calendar days will be paid to the unit member at a negotiated flat fee.

6. A unit member participating in District-required Outdoor Education program will be paid at a negotiated flat fee or negotiated comp time.

7. Payment shall be made by the month after the service is contracted.

8. Secondary teachers attending planning sessions or in-service training outside of their contracted work year shall be paid at the rate of \$200 per day.

ARTICLE XVII: UNIT MEMBER USE OF AUTOMOBILE

1. No unit member shall be required to use his or her car to transport students.
2. Those choosing to drive must file the volunteer driver record with the immediate supervisor.
3. Unit members transporting students or traveling from one school to another within the same day will be reimbursed at a rate equal to the IRS federal reimbursement rate.
4. For approved conferences and meetings the District shall provide transportation costs, including parking and toll fees.
5. The District shall carry liability and medical payment coverage on unit members transporting students over and above the insurance carried by the owner of the car.

ARTICLE XVIII: LEAVES OF ABSENCE

1. Maternity/Paternity Leave - Unpaid

a. It is the intent of this agreement to provide both male and female unit members the right to take a leave of absence for an appropriate length of time at the time of the birth or adoption of their children. The unit member shall provide the District with a statement of the expected date of delivery signed by a physician. The unit member shall thereupon be entitled to be granted maternity or paternity leave. In the case of a female unit member, maternity leave shall commence at her discretion with the concurrence of her doctor and may continue until the end of that year if the birth occurs from July through December or until the end of the following school year if the birth occurs from January through June. In the case of a male unit member, paternity leave shall begin when the unit member's spouse goes into labor and may continue until the end of that year if the birth occurs from July through December, or until the end of the following school year if the birth occurs from January through June. Prior to the commencement of such leave, the unit member shall notify the District of the intended period of time for maternity/ paternity leave. The length of time shall be at the discretion of the unit member within the time limits set forth in this paragraph.

b. A unit member shall return to work following birth by presenting a statement from the attending physician indicating that the unit member is able to return to work and carry out all normal teaching duties under the guidelines of the Americans with Disabilities Act.

2. Parental Leave

a. A female unit member shall have the right to utilize illness/injury leave provided for in this Article and the benefits provided for by section 44977 of the Education Code for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom. The unit member may claim sick leave pay and/or extended disability pay for no more than the period of time when the unit member's physician certifies in writing that she was actually physically disabled from performing her duties because of pregnancy, miscarriage, childbirth or recovery therefrom.

b. The District may grant, upon request, an unpaid leave of absence to a pregnant unit member prior to the beginning of the disability period of her pregnancy. The unit member may utilize the provisions of the pregnancy disability leave section of this Article when the provisions of that section apply to her.

c. A leave of absence may be granted to a unit member without pay for the purpose of raising his/her natural or adopted child. Such leave shall normally be for no more than twelve (12) months duration.

3. Sick Leave

a. Every unit member employed five (5) days a week shall be entitled to ten (10) days leave of absence for illness or injury annually. If the unit member does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year to year. A unit member working less than five (5) days per week shall earn sick leave on a prorated basis

in accordance with the Education Code.

b. The Personnel Office, no later than November 1 of the school year, shall notify each unit member of the amount of the unit member's accumulated sick leave.

c. Each unit member shall receive a copy of the absence statement form.

d. When a unit member is absent from his duties due to illness or injury, he shall use all of his accumulated sick leave before the provisions of E.C. Section 44977 shall apply. At the termination of the accumulated sick leave period, the unit member shall be eligible for up to one hundred (100) days sick leave during which the amount deducted from the salary due him for any school month during which the absence occurs, shall not exceed the sum actually paid the substitute unit member who is employed to fill his position during the absence or, if no substitute employee was employed, the amount which would have been paid to the substitute had he been employed. (Differential Pay)

e. At the Superintendent's option, the substitute used for this extended sick leave may be paid on the regular substitute salary schedule or at a rate of \$150 per day. This provision (e) shall sunset at the expiration of this contract.

f. The Personnel Office may require medical verification of the cause of absence or the unit member's ability to return to work and carry out all normal teaching duties under the guidelines of the Americans with Disabilities Act.

4. Sick Leave for Personal Necessity

A unit member may use up to seven (7) days of the annual ten (10) days of sick of sick leave in each school year for personal necessity. Personal necessity is defined as an event or situation that cannot be conducted after school hours which no reasonable person would avoid doing or addressing. The following events meet the above criteria.

a. A weekday college graduation out of the geographic area;

b. Accident involving the unit member's person or property or the person or property of a member of the unit member's immediate family;

c. Death or serious illness of any relative or close friend;

d. Victim of criminal act, other serious felonies and related insurance claim business;

e. Victim of flood, storm, earthquake, fire or other disaster, such as transportation disruption;

f. Appearance in court as a litigant, or as a witness under an official order;

g. Business relative to a probate will, adoption procedure or as an executor of an estate; or

h. Other important events such as a recognized spiritual observance and/or religious holiday. Use of personal necessity for spiritual and/or religious holidays will not prevent a unit member from earning a bonus day.

Whenever possible, a unit member shall obtain advance approval for personal necessity leave. Verification of the reason for the leave may be required. All requests for personal necessity leave shall be forwarded to the Superintendent, through the unit member's supervisor, for final administrative action. The Superintendent's denial of a request for personal necessity leave may be appealed through the grievance procedure up to and including the Board

hearing level.

We recognize that applying the above criteria requires judgment and no list can be complete. Therefore, all requests shall be sent to the Superintendent for approval. Any final decision on a personal necessity leave request is subject to the grievance procedure up to and including a Board hearing. Proof may be required of an employee for any leave taken.

5. Personal Leave

A unit member may use, in each school year, up to three (3) of the seven (7) days of Personal Necessity Leave provided in Article 18.4 as Personal Leave. No reason need to be stated for the use of Personal Leave, however, when possible advanced notice to the unit member's supervisor is required.

6. Industrial Accident Leave

Industrial accidents while on school business, but not necessarily on school premises, are not charged against the unit member's sick leave. A unit member shall return to work following Industrial Accident Leave by presenting a statement from the attending physician indicating that the unit member is able to return to work and carry out all normal teaching duties under the guidelines of the Americans with Disabilities Act.

7. Bereavement Leave

a. In the event of death in the immediate family (mother, mother-in-law, father, father-in-law, grandmother, or grandfather of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, aunt, uncle, brother, or sister of the employee, or any close friend or relative living in the immediate household of the family), three (3) days paid leave shall be granted, or five (5) days paid leave shall be granted if out of state or travel exceeds 300 miles from member's home.

b. A unit member may additionally use three (3) days of his or her accumulated sick leave in case of personal need arising from the death of a spouse or child. This shall be in addition to the personal necessity leave and bereavement leave referred to above. Nothing contained herein shall limit the Board from granting additional bereavement leave with pay upon written request by a unit member.

8. Jury Duty Leave

A unit member shall be entitled to as many days paid leave for jury duty or when subpoenaed as required to fulfill his or her duties under the law. Any fee up to the amount of the unit member's salary during the time of such appearance shall be remitted to the school district.

9. Release Time and Conference

a. When a unit member attends workshops, classroom observations and in-service training, it shall be within the context of the school's professional growth plan associated with grade level or subject-specific topics central to the school's SIP Plan or school goals or offers a specific area of growth needed by that teacher. Normally costs for such activities will be taken from the local school's site programs and whenever possible will be part of an overall site inservice plan reflecting the cooperation of the staff and principal in a fair and equitable manner.

b. Association Representatives shall have a total of five (5) days of paid leave to utilize for local, state or national conferences. These

representatives shall be excused from school duties upon one (1) week advance notification to the Superintendent. The Association shall pay half the cost of the substitute and the District shall pay half the cost of the substitute.

10. Extended Leaves of Absence

a. A unit member shall be granted a leave of absence without pay for health reasons or because of the illness of a member of the unit member's immediate family. Such leave shall be for a period not to exceed twelve (12) calendar months. A statement of medical need from a qualified physician may be requested by the District. The above shall be considered regardless of employment status (probationary or permanent). A second year may be granted at the discretion of the Board.

b. Leave without pay may be granted by the Board of Trustees upon written request from the unit member, to any unit member with permanent status for up to two (2) years for:

- (1) Extensive travel in the United States or outside its limits
- (2) Additional education to enhance professional skills as an educator.
- (3) Personal reasons, excluding employment elsewhere, which cannot be reasonably accomplished while being a full-time employee of the District.
- (4) Overseas teaching.

c. Unit members who intend to return to employment at the end of a full year's leave of absence are required to inform the District of this fact by the 15th of February preceding their return. Those unit members granted a less than full year leave shall notify the District no later than 30 working days prior to the end of the approved leave. Failure to do so will terminate the unit member's leave of absence agreement.

d. The returning unit member shall be offered the same opportunity as other unit members to request the same position he or she held prior to the leave.

e. Leaves of absence shall be without compensation or credit toward service.

11. Catastrophic Leave

a. *Rincon Valley Union Teachers' Association shall establish a Catastrophic Leave Bank (CLB) to which eligible unit members may donate earned and unused sick leave. Donations are confidential, irrevocable, and cannot be rescinded for any reason whatsoever. A donation to the CLB shall be a general donation and shall not be donated to a specific unit member for his or her exclusive use. The maximum number of hours which may be accumulated in the CLB is 1,280 hours (160 days).*

b. Definition

Catastrophic illness or injury is defined as a life-threatening illness or a severely incapacitating injury that is expected to incapacitate a unit member or eligible unit member of his or her immediate family for an extended period of time, which creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other paid leave.

c. Donations to the CLB

- *Participation in the CLB is voluntary. Unit members who wish to participate will donate at least three (3) sick days upon enrollment and one (1) day thereafter as needed. Unit members need to have accrued twenty (20) days of leave before they are eligible to donate days to the CLB. Only those who donate may receive contributions from the CLB.*
- *An initial enrollment period for the CLB will start on November 1, 2009 and end on December 15, 2009. All current certificated employees who agree to participate in the CLB will be assessed three (3) days of sick leave to be contributed to the CLB. The sick days will be assessed on January 31, 2009. All contributions will be made in whole day increments.*
- *A unit member donating to the CLB does **NOT** forfeit eligibility to earn bonus days*
- *Members of the CLB Committee may solicit an additional day or days, in an emergency, when the bank drops below fifty (50) days. The solicitation shall be made by the CLB Committee. A unit member's membership in the CLB may be canceled if they fail to make a donation when donations are solicited.*
- *If the CLB is terminated for any reason, the days remaining in the CLB shall be returned to the then-current members of the CLB proportionately. In no event shall any unit member receive more sick leave days than she/he donated to the CLB.*
- *Unit members using days granted to them from the CLB shall not accrue any other leave provided by this Agreement or by law.*

The District shall cooperate with the CLB Committee in establishing appropriate record-keeping procedures, including the total number of accumulated days in the CLB and the names of participating members. This shall be updated by January 31st of each school year.

d. Committee

A Catastrophic Leave Bank Committee shall be established that included three (3) unit members appointed by the Association. The Committee shall be responsible for administering the CLB in accordance with this Agreement and applicable state laws. The Committee's duties are:

- 1. Receive leave requests*
- 2. Verify validity of the requests*
- 3. Approve or deny requests*
- 4. Communicate the Committee's decisions to affected unit members and Human Resources.*
- 5. Solicit donations of sick leave from eligible unit members as needed.*

The Committee shall designate one of its members as Chairperson.

The Committee shall keep all records confidential and shall not disclose the nature of any illness except as is necessary to process the request for leave and appeals of denials. Catastrophic Leave requests shall only be approved by a majority vote of the Committee.

e. Eligibility

Unit members who have exhausted all applicable paid leaves provided for in the collective bargaining agreement, except differential pay, may apply for

Catastrophic Leave under this Article. Only those who donate may apply to the CLB.

- *Any participating unit member in the CLB who suffers from a catastrophic injury or illness, or who is required to take time off from work to provide care for a member of his or her immediate family who suffers from a catastrophic injury or illness, shall be eligible to receive catastrophic leave.*
- *For the purposes of this section “immediate family” shall be defined in the same manner as under state and federal family and medical leave laws, which includes the participant’s spouse, parents, or children, as defined in the Family and Medical Leave Act of 1993 (FMLA; 29 U.S.C. Ss2611, et seq.) and the California Family Rights Act (CFRA; Government Code Section 12945.2).*
- *The unit member must submit a complete application, including medical information provided by a licensed physician before the application is submitted.*

f. Application Procedure

- *A unit member who wishes to use Catastrophic Leave Bank shall submit a request to the Catastrophic Leave Bank Committee, stating the facts that support the need this leave. Each request for a withdrawal from the Bank or extension of a withdrawal must be accompanied by medical verification of the need for the leave.*
- *The Committee shall review the unit member’s application and make its decision within two weeks.*
- *When the Committee determines that the unit member is eligible for Catastrophic Leave, it shall designate the number of days of eligibility. No days may be granted retroactively. The Committee may approve eligibility in renewable increments not to exceed twenty (20) days. If donated days of sick leave are available from the CLB, the unit member may use them. If sufficient days are not available, the Committee may solicit donations of days from eligible unit members in accordance with this Agreement on the appropriate form approved by the Association and the District.*
- *If the Committee denies a request for withdrawal from the CLB, or an extension of withdrawal, because of insufficient days to fund the request, the Committee shall notify the unit member, in writing, of the reason behind the denial.*
- *If the CLB has insufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the unit member any funds.*

g. Grievance

No unit member may file a grievance as the result of the CLB decision.

FAMILY SCHOOL PARTNERSHIP ACT

The Family School Partnership Act allows unit members to be absent from work for purposes of participating in "activities of the school of any child for whom the unit member has custody".

1. This applies to unit members who are parents, guardians or grandparents "having custody of one or more children" in K-12.
2. Time granted must be used "to participate in activities of the school of any child" of the unit member. Unit members must provide documentation from the school that he or she "participated in school activities on a specific date and at a particular time."
3. Requires the unit member must give reasonable notice of the absence to the employer.
4. The unit member must use time off without pay or personal necessity leave, but in either case may not take a total of more than two days per school year. Should the unit member's personal necessity leave be exhausted, the unit member shall have deducted from his or her salary the actual sum paid to a substitute who is employed to fill the unit member's position during his or her absence or if no substitute was employed, the amount which would have been paid to the substitute had one been employed.

ARTICLE XIX: CLASS SIZE

It is recognized by the Board and the Association that pupil-teacher ratio is an important aspect of an educational program. The Board agrees to continue its effort to keep class size at an acceptable number as dictated by the availability of qualified teachers and adequate funds. Small class size benefits all students and teachers.

Therefore, it is strongly recommended that class size be kept to an average of no more than 30 students per classroom with a goal of 28 students per classroom.

NOTE: See M.O.U. 6/23/05

ARTICLE XX: TEACHING CONDITIONS

1. The Board will continue its efforts to keep the schools properly equipped, maintained and in a safe condition. The Board and Association recognize that appropriate texts, unit member's manuals, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment in good working order, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession.

2. No later than May 1, each unit member shall be notified of his or her assignment, and grade, for the following year. The administration may alter the date in the event of unusual circumstances or emergencies.

3. Itinerant unit members serving in more than two (2) schools may be assigned to regionalized services serving more than one school district, at the discretion of the district, but will remain employees of the Rincon Valley Union School District.

4. The Board agrees to place at the disposal of every unit member typing, duplicating, and photocopying equipment to assist in preparation of instructional materials for their class. In addition, the Board shall provide each unit member with the following minimum standards. The following standards may be altered in the event of unusual circumstances or emergencies:

- a. A separate desk
- b. Suitable lockable space to store coats and other personal articles
- c. Whiteboard space in every classroom
- d. Storage space in each classroom for instructional materials
- e. File cabinet
- f. A unit member leaving will be responsible for removal of all personal belongings
- g. Heat to maintain room temperature at a minimum of 65 degrees.

5. Private telephone facilities shall be made available to unit members.

6. The District shall continue to maintain their high standards of safety as monitored by District Safety Committee and Board Policy.

7. A fan may be provided in each room when requested by unit member.

8. The District will continue to attempt to make repairs and maintenance of buildings and school equipment with minimum classroom disruptions.

9. All classrooms and facilities shall be maintained according to district standards. Rooms will be left in order after holiday and summer cleaning.

10. Whenever extensive vandalism occurs to the degree that proper classroom environment cannot be maintained, class shall be relocated for a period of time needed to restore order. The unit member whose classroom has been vandalized shall be allowed release time to assist maintenance in restoration of the classroom.

11. Parent visitors to the classroom shall make appointments through the school office and unit members shall receive reasonable prior notice of the visitation. Whenever possible, principals will avoid groups larger than four persons at any one time and avoid more than two visits during any one day.

12. Regular classroom students will not be moved from class to class until both classroom teachers, principal and appropriate personnel meet to discuss the move. Final decision shall be that of the principal.

13. A conference with the special education unit member, the classroom teacher and other appropriate personnel will be held prior to a student being mainstreamed into the unit member's classroom. In the event of placement of a full inclusion pupil in a classroom, the supervisor shall meet with the teacher to discuss the actual and potential impact on the teacher's instructional program, including such things as release time for planning, staff development, classroom assistance and necessary supplies. A good faith effort will be made to mitigate the teacher's needs. When possible, no more than one full inclusion child shall be placed in a unit member's class.

ARTICLE XXI: SAFETY CONDITIONS

1. The District shall provide safe working conditions. Unsafe working conditions shall be reported to the Principal or Assistant Superintendent, Business.

2. Unit members shall immediately report cases of assault and/or battery suffered by them within the course and scope of their employment to the principal or immediate supervisor and such report shall be reduced to writing as soon as possible. The principal or immediate supervisor shall report the incident to at least, but not limited to, the appropriate law enforcement agency.

3. A unit member may use reasonable force to protect himself/herself or children from attack or injury by a pupil or to protect another person from attack or injury, or to quell a disturbance which threatens physical injury. Reasonable force shall mean the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to protect the physical safety of others.

4. Unit members who are requested to enroll students who have been previously removed from a classroom or school because of disciplinary problems that may threaten the safety of others shall be made aware of the student's discipline record.

5. Job-Related Assault Against a Unit Member

a. The District shall reimburse a unit member for the cost of repairing or replacing authorized personal property which may have been damaged or destroyed, otherwise not covered by a unit member's insurance, and which was incurred as a result of an assault upon the unit member.

b. The District shall provide clerical and administrative assistance with regard to workers compensation claims, disability claims or medical insurance reports to unit members who have been assaulted while in performance of their duties.

c. Assault, battery, verbal abuse, and threats of violence against a unit member in the course and scope of their employment shall be reported and dealt with under the terms of the Education Code.

d. A unit member may suspend a student from class for one day in accordance with the Education Code.

ARTICLE XXII: TRANSFERS

1. Voluntary Transfer

a. A transfer is the movement of a unit member from one (1) work location to another work location at a different work site.

b. Any transfers shall not be punitive or disciplinary in nature. They shall be based on the educationally related needs of the District.

c. A unit member may submit a request for transfer to another assignment in the district at any time during the current school year for the coming school year's service, whether or not a vacancy exists. A unit member may also submit a request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article.

d. Unit members who apply for a vacancy or newly created position will be given the opportunity of an interview, including unit members returning from leave. However, no special delays in the interview process will be afforded for those unit members on leave who are not available for interviews at the time other interviews are conducted.

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

f. If a voluntary transfer request is denied, upon request, the unit member shall be provided in writing or at a conference the reasons for the denial.

2. Seniority

a. Seniority is defined as the unit member's initial date of service in the bargaining unit with the following provisions:

(1) Unit members with the same initial date of service shall have their seniority number determined by lot.

(2) The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine a unit member's seniority, that seniority shall remain in effect for the unit member while employed in the District.

b. A unit member's seniority shall accrue during layoff for the legally required 39-month period cited in Ed. Code section 44956.

3. Involuntary Transfer

a. Involuntary transfers shall only be made for the following reasons: A decrease in the number of students which requires a decrease in the number of unit members, elimination of program(s) and/or funding, school closings, school district reorganization or the educationally related needs of the District. The principal shall inform the unit member being considered for an involuntary transfer at a conference held prior to the Superintendent making a final decision. A unit member may request a conference with the Superintendent within five (5) working days of being notified of the proposed transfer.

b. If a decrease in the number of students or the elimination of program(s) and/or funding or school district reorganization occurs, the district shall seek and consider volunteers prior to making any involuntary transfer. This

notification may be of a district wide nature and need not be a job-by-job notification. (Example: A general notice of 20-to-1 pupil/teacher ratio openings district wide.)

c. If a particular school is to be reorganized, then unit members at that school shall be accorded first consideration for filling any new or vacant positions.

d. Unit members being transferred to another site during the school year shall be allowed five (5) days of release time for preparation prior to the effective date of the transfer. Unit members who are reassigned to another room during the school year will be allowed three (3) days for preparation prior to the effective date of the transfer. The district shall provide assistance in moving of the unit member's materials whenever a unit member is transferred or reassigned.

e. The unit member who is to be involuntarily transferred shall be given the reasons for the transfer in writing three (3) weeks prior to the transfer date when possible. Those unit members given an on-site reassignment, upon request shall be given reasons for that reassignment.

4. Vacancies

a. A vacancy is any position created by a retirement or leave unless that position does not require staffing because of declining enrollment, reorganization or loss of income. A vacancy is any newly created position created because of increased enrollment, new program or positive change in the school's staffing ratio.

b. The Superintendent shall deliver to the Association and post in all school buildings a list of all vacancies and new positions which occur during the school year. The list shall contain the following:

(1) A closing date which is at least five (5) working days following the posting date unless otherwise waived by the Association.

(2) A job description.

(3) Qualifications necessary to meet the requirements of the position.

c. No assignment to fill the vacancy or newly created position shall be made until the closing date.

d. The district shall, upon request by a unit member, notify that unit member during summer recess or period of leave of any posted openings which may arise during the summer recess or period of leave. The unit member's request must be in writing and must include a mailing address for the summer or period of leave.

e. If a unit member already has a transfer application on file for that school year, it is not necessary to make a further application in order to be considered for any vacancies for which the unit member may have applied

5. Reassignment

a. A reassignment is the movement of a unit member from one (1) subject area to another subject area or one (1) grade level to another grade level at the same location, and by its very nature is involuntary.

b. At the request of the unit member, a conference shall be held to discuss the principal's reasons for the reassignment.

c. Reassignments shall be based on the educational needs of

the school as determined by the principal.

d. A request for a reassignment shall not be denied arbitrarily, capriciously or without reasonable rationale.

e. Unit members may request a reassignment within the school by submitting a written request to the principal by April 15th.

f. If the request is denied or a reassignment objected to, the unit member may appeal the decision to the Superintendent within five (5) working days of the notification of the next school year's assignment. The Superintendent's decision shall be final.

ARTICLE XXIII: SUPERVISION OF NON-TEACHERS - INSTRUCTIONAL ASSISTANTS, VOLUNTEER ASSISTANTS, STUDENT TEACHERS

1. Instructional Assistants

a. When hiring an instructional assistant, the unit member who will be directing that instructional assistant may be involved in the interview process at the school site level. Final decision shall be that of the principal.

b. The work of the classroom assistants shall be under the direction and supervision of the unit member. Evaluation of the instructional assistant shall only be done by the administrator with unit member input.

c. Should a unit member find his/her instructional assistant's performance to be unsatisfactory, the principal should be notified, an evaluation completed, and a conference held to address the unit member's concerns. If after a period of time in which the instructional assistant has had an opportunity to improve, the instructional assistant's performance continues to be unsatisfactory and all evaluation procedures have been exhausted, the unit member may request an instructional assistant transfer be considered.

d. Unit members shall be involved in the scheduling of their instructional assistants.

2. Student Teachers

a. The district shall work cooperatively with the unit member on the assignment of student teachers from teacher training institutions. Student teachers will only be assigned to work with a unit member with his/her consent.

b. The Board's agreement with any college or university placing student teachers shall provide that such college or university make payment to the supervising unit member in either of the following forms at the unit member's direction:

(1) Direct cash payment to the unit member shall be disbursed by the district after the district receives the funds from the college or university.

(2) Allowance of three (3) tuition-free credits or units if offered by the college.

ARTICLE XXIV: SUPPORT PERSONNEL

1. At the beginning of the school year each area of specialization will be informed as to the amount of funds budgeted for capital expenses and other materials.

2. At each school, the principal shall make a good faith effort to provide adequate area for uninterrupted speech therapy and nurse service, including a minimum of auditory and visual distractions.

3. Support personnel will be allowed to provide input into the work schedule.

4. At each school every effort possible shall be made, that in the work area the following will be provided: desk, chair, and cabinet space.

5. Support personnel shall have one school designated as a home base school where they shall receive their mail, be responsible for attending staff meetings, carry out normal staff responsibilities such as yard duty and unless otherwise specified, be the school of their evaluation/supervision administrator.

ARTICLE XXV: SAVINGS CLAUSE

If any provision of this contract should be held invalid by operation of the law or by any final order of a court of competent jurisdiction, or by a final decision of the Public Employment Relations Board (PERB), the remainder of this contract shall not be affected thereby. In such an event, at the request of either party, negotiations shall be reopened for the purpose of agreeing upon an appropriate substitute for the invalidated provision. If there is a conflict between Board policy and the provisions of this contract, the contract shall prevail.

ARTICLE XXVI-A: JOB SHARING

1. A permanent unit member who wishes to job-share is responsible for finding a job-share partner with at least two years of teaching experience in the District and whose most recent evaluation was satisfactory.

2. Each unit member-partner will teach an equal number of school days. Final schedules will be completed with the principal. An application form is available in the Human Resources office and online by the 2007-2008 school year.

3. Unit members who want to job share must have applications into the district by February 15.

4. Job sharing assignments shall be approved by the Principal, subject to final approval of the Superintendent.

5. Existing job sharing unit members will be notified of their job sharing status no later than May 1.

6. Job-Share teaching shall be for one (1) year, subject to renewal by the district and the participating unit members.

7. A unit member who is job-sharing shall be on a leave of absence for the portion of his or her position not worked.

8. Job sharing can be done in a variety of combinations as mutually agreed upon by the unit member partners and District, so that both employees shall work equal days per school year. Those unit members wishing to work unequal days (i.e. 2/3, 1/3) shall be mutually agreed to by the employee and the District.

9. If a job-share partner is not able to fulfill his or her job-share commitment for any reason, the remaining job-share partner shall either (a) find a new job-share partner with at least two years of teaching experience in the District and whose most recent evaluation was satisfactory, or (b) return to full-time status. If the District is responsible for the job-share partner becoming unavailable, the District shall attempt to recruit a new job-share partner from outside the District, the remaining job-share partner shall serve on the interview panel. In lieu of accepting a new job-share partner, the remaining job-share partner shall have the option to return to full-time employment.

10. A job-share partner shall have the right to return to full-time teaching with a full year of credit for each year of a shared contract if a job-share partner is expected to be absent for three months or more.

11. Salary shall be prorated on the district's salary schedule.

12. For new job sharers and other 50% unit members agreed to after July 1, 1989, placement on the salary schedule shall be equal to one-half of a full-time contract while contract sharing. A job share unit member returning to full-time assignment will receive one-half (1/2) year credit for each year of a shared contract (rounded up).

For unit members working more than 50% time but less than full-time, placement on the salary schedule shall be equal to a prorated portion of the full-time contract with full-year step adjustments.

13. Fringe benefits (dental/medical) will be prorated for those unit members who began job share assignments after November 1, 1984.

14. Unit members will earn STRS credit based on the portion of the year which has been taught.

15. Unit members in part-time positions will be required to attend Back-to-School Night and Open House. Both partners will attend staff development conducted on "Buy-Back Days," pre-school meetings and district inservice day when children are not present during the school year unless hardship is demonstrated to the principal's satisfaction (e.g. on a "trip", conflicts with college schedule, etc.). The unit member whose teaching day it is, will attend the after-school inservice workshops and meetings, including Wednesday District inservice.

16. The principal shall meet with unit members who are job-sharing (a) before September 15 each year to discuss best practices in a successful job-share, and (b) at least one more time prior to January 15 to review the effectiveness of the job-sharing partnership.

17. Full-time unit members opting for job sharing may return to full-time employment the following year, providing they would not be terminated on a seniority basis had they been employed full time (E.C. 44955). Unit members intending to return to full-time status in September must notify the District of their intent to do so by February 15 of the year that they wish to return to full-time status. Unit members returning to full-time status will be entitled to the same rights as any other certificated staff member; namely, to indicate their preference at the time classroom assignment forms are circulated.

ARTICLE XXVI-B: LESS THAN FULL-TIME UNIT MEMBERS

Definition - There are two types of less than full-time unit members:

- a. A full-time unit member who elects and is approved to be less than full time. This unit member would be on a partial leave of absence and governed by Article XVIII Leave of Absence.
- b. A unit member hired for less than full-time employment.
 1. For all 50% time unit members, placement on the salary schedule shall be equal to one-half of a full-time contract while working 50% time. A 50% time unit member returning to or applying for and receiving a full-time assignment will receive one-half (1/2) year credit for each year of 50% employment (rounded up).
 2. For all less than 50% time unit members, placement on the salary schedule shall be equal to a prorated portion of the full-time contract. A less than 50% time unit member returning to or applying for and receiving a full-time assignment will receive one-half (1/2) year credit for each year of less than 50% time employment (rounded up).
 3. For unit members working more than 50% time but less than full-time, placement on the salary schedule shall be equal to a prorated portion of the full-time contract with full-year step adjustments.
 4. Unit members who began less than full-time employment after November 1, 1984, shall have their fringe benefits (health, dental, vision,) prorated.
 5. All less than full-time unit members shall have their STRS credit and sick leave prorated.
 6. Less than full-time unit members will be required to attend Back-to-School Night and Open House, pre-school meetings and district full-day inservice meetings (see Article XXVI-A #8 for details). Less than full-time unit members will be required to attend the after-school workshops and meetings on their scheduled work days.
 7. All unit members who wish to work less than full-time during the coming year must have applications into the District by February 15. They will be notified of their status no later than May 1.
 8. Full-time unit members opting for less than full-time status may return to full-time employment the following year, providing they would not be terminated on a seniority basis had they been employed full-time (E.C. 44955). Unit members intending to return to full-time status in September must notify the District of their intent to do so by February 15 prior to the school year in which they wish to return to full-time status.

ARTICLE XXVII: RETIREMENT AND RETIREMENT BENEFITS

A. Retirement benefits consist of medical coverage (exclusive of vision and dental). The cap of said medical coverage is to be the same for retirees as it is for active Rincon Valley Teachers' Association members.

1. Unit members hired before June 30, 1986 who have twenty (20) years of full-time service in the Rincon Valley Union School District, become eligible at age fifty-five (55) to retire and receive, along with one (1) dependent, retirement benefits paid by the District until retiree reaches age sixty-five (65). In the event of death of retiree prior to age sixty-five (65), dependent shall receive coverage up to twelve (12) additional months.

2. Unit members hired before June 30, 1986 who have twenty-five (25) years of full-time service in the Rincon Valley Union School District, become eligible at the age of fifty-five (55) to retire, and may, in place of #1 above, opt to receive, without dependent coverage, retirement benefits paid by the District until the retiree reaches the age of seventy (70).

3. All unit members hired after June 30, 1986 shall not qualify for any of the provisions of Article XXVII, #1 and #2 (i.e. retirement medical benefits) whatsoever.

4. Unit members hired before June 30, 1986, who began less than full-time or shared teaching prior to November 13, 1984, shall be eligible for full medical benefits after retirement in a like manner to those given to full-time unit members above.

5. Unit members who were hired prior to June 30, 1986 and who began and continued less than full-time or shared teaching on or after November 14, 1984, but prior to June 30, 1989, shall receive full credit for less than full-time years. However, their retirement medical benefits will be pro-rated based upon the arithmetic average of the number of hours worked over the course of their service. (Divide the total number of contracted hours worked during the unit member's employment in the district by the possible full-time contracted hours to obtain the percentage of fringe benefits to be awarded.) This formula applies to hours worked during regular instructional year only.

6. Unit members hired before June 30, 1986, who began less than full-time service shared teaching after July 1, 1989, shall qualify for medical benefits under Retirement and Retirement Benefits under this Article only after having worked the equivalent of twenty (20) or twenty five (25) years of full-time district service (i.e., a 4/6 part-time teacher would have to work in the district thirty (30) years to equal twenty (20) years of full-time service). However, their retirement medical benefits will be pro-rated based upon the arithmetic average of the number of hours worked over the course of their service. (Divide the total number of contracted hours worked during the unit member's employment in the district by the possible full-time contracted hours to obtain the percentage of fringe benefits to be awarded.) This formula applies to hours worked during regular instructional year only.

7. Unit members hired before June 30, 1986, who have served less than full time, returned to full-time service, and then subsequently serve less than full time shall have retirement benefit eligibility calculated using each of the

rules (#4, 5 or 6) applicable to each change in their status. In all cases, the total of those hours earned under the rules of #4, 5 or 6 above shall equal 20 or more years of full-time service before retirement benefits are awarded.

In all cases:

a. Said payments shall cease upon the earliest of these two events: eligibility for Medicare or securing employment elsewhere where a group insurance plan is provided.

b. Since the district is to pay only a capped portion of the premium, the retiree shall make arrangements with the district to pay to the district the remaining portion of the premium. All payments are to be made by submitting, at one time, twelve (12) post-dated checks. If such payment is not made as directed above, the premium will not be paid on time and coverage may lapse.

8. The District will pay for medical coverage for qualified retirees until:

a. The retiree becomes eligible for Medicare; or,

b. The retiree becomes eligible for coverage under another comparable* medical insurance plan by their own post retirement employment or as a dependent on their spouse's coverage.

*The determination as to the general comparability of a retiree's medical plan to the District's medical plan both in terms of cost and coverage shall be made by the majority vote of a committee. Said committee shall have one member appointed by the Association, one by the District and the third to be mutually agreed upon.

(1) In the event that the comparable medical insurance is subsequently terminated, the District will seek reinstatement of the retiree's eligibility for the District's medical plan(s).

(2) Should the retired employee who has qualified for Medicare be less than sixty five (65) years of age, the District agrees to pay the Medicare supplement until his sixty fifth (65th) birthday.

9. Supplemental Early Retirement Program

a. General Description:

(1) The Program will offer \$6,000 each year for three years to retired employees who are accepted into one of the district's two Early Retirement Programs. Applicants must be at least age 55.

(2) Each member of the Early Retirement Program must serve in the district for thirty (30) days, either as a substitute teacher or as a consultant providing educational services to the district approved by it.

(3) Employees in the Early Retirement Program must have resigned from the district.

b. Eligibility:

Applicants must have reached the age of fifty-five years of age, been accepted into the STRS's retirement system and been an employee in the Rincon Valley Union School District for a minimum of fifteen (15) years of full-time employment and be at the 60-unit or higher column of the district's teacher salary schedule to be eligible for this program.

c. Procedures for Application:

(1) The Board will notify qualified employees by December 15th of its intent to offer the Supplemental Early Retirement Program to employees for the coming school year.

(2) Applications must be submitted to the District Personnel Office by January 15. The District will notify unit members by March 1 of tentative acceptance or denial into the program subject to budgetary and/or enrollment constraints.

(3) The application must include either a statement of the applicant's wish to serve in the program for thirty (30) work days as a substitute teacher or for thirty (30) work days as a consultant in a service or curriculum area acceptable to the district. If the latter is selected, the applicant must include a written proposal on the service being offered. The proposal shall include reasonable details of the service offered, together with a proposed time and date schedule.

(4) In the event that there are more applicants for the Supplemental Early Retirement Program than there are spaces available, a listing of applicants based on seniority will be established. In the event of two applicants with the same seniority, a lottery will be established for purposes of selection.

d. General Conditions:

(1) Applications will be accepted into these programs at the discretion of the district. There must be a cost savings to the district.

(2) Employees may participate in only one of the two programs offered. Once an employee has entered into a program, he/she may drop participation at any time and forfeit any unearned benefits; however, he/she may not change options or re-enter the district as a regular employee.

(3) The Early Retirement Consultant or Substitute Program shall be for three (3) years. Yearly renewal is contingent upon the retiree's completing agreed-upon services in a satisfactory manner as determined by the Superintendent. In the event of unsatisfactory performance as determined by the Superintendent, an automatic Board review will be held and if upheld, the balance of the Early Retirement Consultant or Substitute Program will be terminated.

(4) The contract shall require thirty (30) work days service per year. Retirees shall receive a maximum compensation of \$6,000 per year (\$200/day). Payment of the \$6,000 compensation may be made by:

- a. Lump sum or monthly payment directly to retiree.
- b. Payment to a TSA or annuity of the retiree's choice.
- c. Quarterly payment schedule to facilitate accrual of Medicare units.
- d. Other mutually agreed-upon payment schedule.

(5) The retiree choosing the consultant option shall arrive at a mutually-acceptable contract that does not include supervising unit members or evaluation of unit members.

(6) Each year the Board of Trustees shall determine how many positions will be available for the Early Retirement Consultant or Substitute Program. Normally, no more than four (4) unit members may be accepted into this program each year.

10. Early Retirement Part-Time Option

a. General Description:

(1) As an alternative to the district's Early Retirement Program, the district offers a part-time employment option to employees.

(2) Employees accepted into this program would receive a full year's teaching credit toward retirement for half-time employment with the district paying its share of STRS payments as if the employee were working full time.

(3) After three years of part-time service, the employee must retire or return to full-time employment and pay back to the district with interest all STRS payments in excess of those amounts which would have been paid had the employee been a regular part-time employee not enrolled in this program.

(4) Part-time employment in this program would normally be either a shared teaching assignment or part-time employment in a non-classroom certificated service.

(5) Only those teachers who have been full-time employees during their last five (5) years in the district are eligible for this program.

b. Eligibility:

(1) The employee must be at least fifty five (55) years of age, be an employee of the Rincon Valley School District for a minimum of fifteen (15) years and be at the sixty (60) unit or higher column of the district's teacher salary schedule.

(2) The employee must have been a full-time employee for the last five (5) consecutive years.

(3) No more than two (2) teachers per year will be considered for the Early Retirement Part-Time Option.

(4) The district has full discretion in accepting individuals into his program as well as in the selection of "partner" teachers in shared teaching assignments.

c. General Conditions:

(1) This program shall not exceed three consecutive years of service before retirement.

(2) After three years of part-time service, the employee must retire or return to full-time employment and pay back to the district with interest all STRS payments in excess of those amounts that would have been paid had the employee been a regular part-time employee not enrolled in this program.

(3) Participation in the Part-Time Employment with Full Retirement Credit Program is contingent upon the district being able to successfully pair applicants to appropriate teaching assignments. Further, participation in the Part-Time

Option Program is contingent upon the employee's satisfactory evaluation of the part-time assignment by the Superintendent. If the employee leaves the program prior to the completion of their three-year obligation, the employee must return to full-time employment or retire. If they resume full-time employment, the employee assumes the financial responsibility to repay the district the employer's excess STRS contribution and excess cost of medical benefits as compared to the costs of a job share assignment not under this program. The district and unit member shall make contributions to STRS on the same basis as if the employee were full-time at increased STRS rate for participation in this program.

(4) Employees who leave the Early Retirement Part-Time Option Program before having served their full three years are not eligible for any other early retirement option.

(5) The employee shall be paid a salary which is the pro-rata share of the salary the employee would be earning had the employee not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which the employee would have received had he/she remained in full-time employment. The employee shall receive fringe benefits as if employed full time.

(6) The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the member's contract of employment during the final year of service in a full-time position, but not less than one-half (1/2) of days other certificated employees must serve.

d. Procedures for Application:

(1) The Board will notify qualified employees by December 15th of its intent to offer Early Retirement Part-Time Option Program to employees for the coming school year.

(2) Applications must be submitted to the District Personnel Office by January 15. The District will notify unit members by March 1 of tentative acceptance or denial into the program subject to budgetary and/or enrollment constraints.

(3) In the event that there are more applicants for the Early Retirement Part-Time Option Program than there are spaces available, the Superintendent will determine which applicants and their proposed job-share partners best meet the grade level, school site and program and curriculum needs of the district.

ARTICLE XXVIII: HEALTH, DENTAL, AND VISION INSURANCE

1. The Board agrees to pay the single rate for the highest PPO for full time employees. The medical cap will be paid as per Appendix C. Any premiums in excess of the stated limits on Appendix C shall be paid by the unit member.

2. The Board agrees to pay dental premiums for eligible employees for the 2005-06 school year and reserves the right to negotiate the district's contribution on an annual basis.

3. The Board agrees to pay vision premiums for employees only.

4. The Board agrees to pay premiums for a ten thousand (\$10,000) dollar life insurance policy for each Rincon Valley Teachers' Association member.

5. Employees whose district paid health includes district paid dependent coverage must notify the personnel office of any change in the status of their dependents should that change affect the dependent's eligibility. Such occurrences as divorce, death, coming of age, termination of college attendance or other occurrences may affect eligibility and must be reported.

6. Sick Leave Bonus Days

a. Sick leave Bonus Days are days awarded unit members for minimal use of sick leave, *personal necessity leave*, and *personal leave during the school year*.

b. A unit member who does not use any of his/her annual sick leave during a fiscal year shall earn two (2) bonus days which may be used during the following year.

c. A unit member who uses three (3) or fewer days of his/her annual sick leave during a fiscal year shall earn one (1) bonus day which may be used during the following year.

7. Less than full-time unit members shall receive prorated bonus day credit.

8. Bonus days may only be used during the fiscal year following the fiscal year in which they are earned. They may not be carried over. No explanation is required when a bonus day is used.

9. A unit member eligible for bonus day(s), for whom a substitute would normally be hired, has the option of accepting payment of \$100 for each bonus day in lieu of taking a bonus day off. Less than full time unit members shall receive a prorated portion of this payment. Payment will be made by the October supplemental payroll.

ARTICLE XXIX: SALARIES

1. See Appendix A for annual salary schedule agreement.
2. Staff Development "Buy-Back" Program per provisions of EC 44579.1.
 - a) The Rincon Valley Teachers' Association agrees to implement the provision of EC 44579.1 each year to a maximum of three (3) days. In the event that compliance with the provisions of EC 44579.1 in subsequent years results in an increased number of work days, a 1/2 of 1% increase will be made to the salary schedule for each additional work day added to the work year.
 - b) In the event that the funding level of \$220 per eligible FTE who attends the rescheduled SBC Day inservice is materially decreased or eliminated, the District shall eliminate the program and adjust the salary schedule accordingly. Should the funding per teacher as provided by EC 44579.1 be greater than the average daily rate of the Rincon Valley Teachers, the difference will become part of the General Fund.
 - c) Nurses, Adaptive P.E. and Home School teachers are exempted from the provisions of EC 44579.1. They will maintain a 183-Day Work Year and be paid 183rds of their placement on the Certificated Salary Schedule.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2007, and shall continue in effect until midnight June 30, 2010, or a new Agreement is negotiated.

This Agreement shall not be amended orally, and it is expressly understood that it shall expire on the date indicated.

The District will meet and negotiate on salary, calendar, medical benefits, and benefit providers.

SIGNATURES

For the Board:

For the Association:

Date

Date

2007-2008

SALARY AND MEDICAL BENEFITS AGREEMENT

The District and representatives of Rincon Valley Union Teachers Association agree to salary and medical benefits modifications as delineated in Appendix XXVIII in this agreement.

SIGNATURES

For the Board:

For the Association:

Date

Date
