COLLECTIVE BARGAINING AGREEMENT

BETWEEN

RICHLAND SCHOOL DISTRICT

AND

RICHLAND TEACHERS ASSOCIATION
CTA/NEA

RICHLAND SCHOOL DISTRICT

JULY 1, 2017 - JUNE 30, 2019
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I.</strong> AGREEMENT</td>
<td>1</td>
</tr>
<tr>
<td><strong>II.</strong> RECOGNITION</td>
<td>2</td>
</tr>
<tr>
<td><strong>III.</strong> DISTRICT RIGHTS</td>
<td>3</td>
</tr>
<tr>
<td><strong>IV.</strong> WORK STOPPAGE</td>
<td>4</td>
</tr>
<tr>
<td><strong>V.</strong> ASSOCIATION RIGHTS</td>
<td>5</td>
</tr>
<tr>
<td><strong>VI.</strong> NEGOTIATION PROCEDURES</td>
<td>8</td>
</tr>
<tr>
<td><strong>VII.</strong> WAGES</td>
<td>9</td>
</tr>
<tr>
<td><strong>VIII.</strong> HEALTH AND WELFARE BENEFITS</td>
<td>11</td>
</tr>
<tr>
<td><strong>IX.</strong> HOURS</td>
<td>14</td>
</tr>
<tr>
<td><strong>X.</strong> CLASS SIZE</td>
<td>18</td>
</tr>
<tr>
<td><strong>XI.</strong> LEAVES</td>
<td>20</td>
</tr>
<tr>
<td>- Sick Leave</td>
<td>20</td>
</tr>
<tr>
<td>- Pregnancy Leave</td>
<td>20</td>
</tr>
<tr>
<td>- Child Bonding Leave</td>
<td>20</td>
</tr>
<tr>
<td>- Industrial Accident Leave</td>
<td>20</td>
</tr>
<tr>
<td>- Personal Leave</td>
<td>21</td>
</tr>
<tr>
<td>- Bereavement Leave</td>
<td>21</td>
</tr>
<tr>
<td>- Jury Leave</td>
<td>21</td>
</tr>
<tr>
<td>- In-service Leave</td>
<td>21</td>
</tr>
<tr>
<td>- Leave Without Pay</td>
<td>21</td>
</tr>
<tr>
<td>- General Provisions</td>
<td>22</td>
</tr>
<tr>
<td><strong>XII.</strong> VACANCIES</td>
<td>23</td>
</tr>
<tr>
<td><strong>XIII.</strong> TRANSFERS/SENIORITY</td>
<td>25</td>
</tr>
<tr>
<td><strong>XIV.</strong> ASSIGNMENT/REASSIGNMENT</td>
<td>28</td>
</tr>
<tr>
<td><strong>XV.</strong> GRIEVANCE PROCEDURE</td>
<td>31</td>
</tr>
<tr>
<td>- Miscellaneous Provisions</td>
<td>31</td>
</tr>
<tr>
<td>- Informal Level</td>
<td>31</td>
</tr>
<tr>
<td>- Formal Grievance</td>
<td>31</td>
</tr>
<tr>
<td>- Level One</td>
<td>32</td>
</tr>
<tr>
<td>- Level Two - Grievance Mediation</td>
<td>32</td>
</tr>
<tr>
<td>- Level Three: Option One-Board of Trustees Appeal</td>
<td>32</td>
</tr>
<tr>
<td>- Level Three: Option Two-Arbitration</td>
<td>33</td>
</tr>
<tr>
<td><strong>XVI.</strong> EVALUATIONS</td>
<td>35</td>
</tr>
<tr>
<td><strong>XVII.</strong> PERSONNEL FILES</td>
<td>38</td>
</tr>
</tbody>
</table>

Richland School District/RTA

May 2017
XVIII. COMPLAINTS AGAINST UNIT MEMBERS ........................................................ 39
XIX. PROFESSIONAL GROWTH .............................................................................. 40
XX. SAFETY CONDITIONS AND STUDENT DISCIPLINE ....................................... 41
XXI. MISCELLANEOUS PROVISIONS ...................................................................... 42
XXII. SAVINGS ............................................................................................................ 45
XXIII. TERM OF THIS AGREEMENT .......................................................................... 46
RATIFIED AND ACCEPTED ......................................................................................... 47

APPENDICES
A. 2017-2018 CERTIFICATED SALARY SCHEDULE/2017-2018 SCHOOL NURSE SALARY SCHEDULE
B. SALARY REGULATIONS
C. MEDICARE COVERAGE
D. SCHOOL YEAR CALENDAR
Z. ARTICLE VIII, PARAGRAPH D., EXCEPTIONS
ARTICLE I
AGREEMENT

A. These Articles and the provisions contained herein constitute a bilateral and
binding agreement (hereinafter referred to as "Agreement") by and between the
RICHLAND SCHOOL DISTRICT (hereinafter referred to as "District" or "Employer") and
the RICHLAND TEACHERS ASSOCIATION/CTA/NEA (hereinafter referred to as
"Association," "RTA," or "Exclusive Representative"), an employee organization.

B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 through
3549 of the Government Code (hereinafter referred to as the "Act").
ARTICLE II
RECOGNITION

A. The District recognizes the Association as the Exclusive Representative for all certificated employees, including the School Nurse, but excluding the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Associate Principals, Coordinator of Alternate Programs, Psychologist/Director of Special Services, Speech Pathologists, and all other certificated employees whose job requires an administrative credential.

B. The parties shall not discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, physical handicap, membership or non-membership in an employee organization, or participation or non-participation in the activities of an employee organization.
ARTICLE III
DISTRICT RIGHTS

A. The Association understands and agrees that consistent with the laws of the State of California, the right, power, prerogative, and authority to manage, control, and direct the operations and affairs of the District are reserved exclusively to the District and the Board of Trustees, except as those or any other heretofore unspecified rights, powers, prerogatives, and authorities are expressly and specifically limited, abridged, or modified by this Agreement, and then only in the manner and to the extent authorized by law.

B. There shall be no grievance filed alleging a violation of the terms of this Article unless it is alleged that the exercise or failure/refusal to exercise any reserved right, power, prerogative, and/or authority has resulted in an alleged violation of another article of this Agreement.
ARTICLE IV
WORK STOPPAGE

A. The Association recognizes that strikes, work stoppages, slowdowns, “sick-ins,” and/or failure or refusal to faithfully and fully perform assigned duties and responsibilities violate this Agreement and are contrary to public policy of the state of California. The Association therefore agrees that during the life of this Agreement, neither it nor any member of the bargaining unit will encourage, condone, participate in, or otherwise support any such strike, work stoppage, slowdown, "sick-in," or failure or refusal to faithfully and fully perform assigned duties and responsibilities.

B. The Association recognizes its duties and obligations under law to comply with provisions of this Agreement and will encourage the full, faithful, and proper performance of assigned duties by unit members.

C. In the event of any violation of this Article, the Association agrees to publicly disclaim the activity.
ARTICLE V
ASSOCIATION RIGHTS

A. The Association and its members shall have the right to make use of school buildings and facilities for Association business at times which do not conflict with normal District operations. Approval for use shall not be required at times during the school day when these facilities are not otherwise in use.

B. The Association and its members shall have the right to make use of school-site equipment not requiring the services of a trained operator for Association-related business when such equipment is not otherwise in use. The Association shall reimburse the District for the cost of consumable materials (e.g., paper, envelopes). The Association shall receive prior authorization from the site administrator or designee when using any District equipment.

C. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards in each school building.

1. The Association may use unit member mailboxes for communications to unit members. Any such materials shall be dated and signed by the Association President or his or her designee prior to posting. A copy of Association notices of activities and matters of Association concerns that are posted shall be provided to the Superintendent.

2. The Exclusive Representative may utilize the District e-mail system for regular communication between officers, executive board members, school site representatives, members of Association standing committees and negotiating team, subject to the District’s technology use policy. E-mail communications shall be generated or sent only on non-assigned time (i.e., before and after school, on break time, and lunch time). In addition, the Exclusive Representative may utilize the District’s employee e-mail address for general Association communications with unit members that are generated on and sent from non-District technology assets on non-assigned time of the sender and the recipient.

3. Copies of the District’s adopted technology use policy shall be distributed to unit members on an annual basis.

D. The officers, executive board, and negotiating team members of the Association shall be permitted to transact Association business during the times when the affected members are not required to render service to the District.

E. The District shall guarantee the Association a place on the agenda at each regular meeting of the Board of Trustees, provided that the Association President has informed the Superintendent at least five (5) days prior to the scheduled meeting. If no request has been made, the Association shall be entitled to participate in the "Public Concerns" section of the published agenda.
1. The Superintendent will provide the Association President with a copy of the agenda and relevant applicable documents prior to each meeting.

2. "Applicable documents" shall not include confidential materials or documents to be used in closed sessions.

F. The Association President shall be granted up to four (4) hours per month release time for the purpose of consulting with the Superintendent on matters of mutual concern to both parties. The time and place for such consultation shall be mutually agreed upon by the Association President and the Superintendent.

G. The District shall not schedule or hold any meetings, in-services, workshops, etc., on the second (2nd) Thursday of each month after 3:00 p.m. These days shall be reserved for the exclusive use of the Association unless mutually agreed otherwise by the Association President and the Superintendent.

H. Any member of the Association or applicant for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the employee at the end of the contract. Unit members paying dues to RTA at the signing of the contract will remain dues-paying members during the contract period. Any new unit members signed to RTA on a voluntary basis after the signing of the contract will remain dues-paying members during the contract period under the "Maintenance of Membership" provision. The District shall deduct one-tenth (1/10) of such dues from the regular salary check of the employee each month for ten (10) months. Deductions for employees who sign such authorizations after the commencement of the school year shall be appropriately prorated to complete payments by the end of the year.

1. The District shall remit promptly sums deducted to the Association.

2. The Association shall furnish any information needed by the District to fulfill the provisions of this Article.

I. Upon written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for any of the following: credit union, tax-sheltered annuity, income protection insurance, life insurance, U. S. Savings Bonds, health insurance, accident insurance, and any other plans or programs approved by the Association and the District.

J. The names, mailing addresses, and telephone numbers of all District unit members shall be provided without cost to the Association President no later than October 15th of each school year.

1. The list will indicate those unit members who have authorized dues deduction.
2. A unit member who does not want his or her address or telephone numbers disclosed must file a written request for non-disclosure pursuant to Government Code section 6254.3(b). If a non-disclosure request is on file, the unit member’s work site and site telephone number will be listed.

K. When the Association changes any elected officers or members of the Executive Board, the District will be given written notification within five (5) days of the change.
ARTICLE VI
NEGOTIATION PROCEDURES

A. Not later than the first Board of Trustees meeting in April of the calendar year in which this Agreement expires, the Association shall present its bargaining proposal to the Board on negotiable items. Any agreement reached between the parties shall be reduced to writing and signed by them.

B. Either party may utilize the services of outside consultants to assist in the negotiations.

C. Negotiations shall take place at mutually agreeable times and places.

D. Release time for Association representatives shall be provided as follows: Approximately fifty percent (50%) of the negotiations shall be after class time and fifty percent (50%) shall be during class time. Five (5) representatives shall be released from duty without loss of compensation for the purpose of negotiations during class time.

E. Upon written request, the District shall, within two (2) weeks, furnish the Association with public documents which are needed by the Association to fulfill its role as Exclusive Representative. This does not apply to confidential documents between the District and its negotiator or legal counsel.

F. The District agrees to provide a digital copy of this Agreement to the Association within thirty (30) days of ratification by both parties. The District will also provide the Association with twenty-five (25) copies of the Agreement, post it on the District's website, and provide a hard copy to any requesting unit member.
ARTICLE VII
WAGES

A. For the 2017-2018 school year, the Salary Schedule attached to this Agreement as Appendix A shall be in effect. The 2017-2018 Salary Schedule reflects a 3% increase over the schedule in effect in the 2016-2017 school year. Salary will be paid in monthly warrants (12 payments per school year).

B. For the 2018-2019 school year, the Salary Schedule attached to this Agreement as Appendix A-1 shall be in effect. The 2018-2019 Salary Schedule reflects a 1% increase over the schedule in effect in the 2017-2018 school year. Salary will be paid in monthly warrants (12 payments per school year). Should the ADA increase over the projected baseline of 3,000 students using 2018-2019 P2 data, for every additional five students, an additional .25% will be added to the current 1% on schedule, retroactive to July 1, 2018. For example, ten additional students will create a ½% increase to the 2018-2019 salary schedule, retroactive to July 1, 2018. There will be a maximum of 2% additional added to the salary schedule as a result of the corresponding increased ADA count.

C. Each unit member who did not achieve the top step of his or her salary column during the preceding school year shall be advanced to the next applicable salary step. Unit members eligible for a longevity increase and/or column change will be advanced.

D. Unit members shall receive an annual anniversary stipend as follows:

1. Beginning the fifteenth (15th) year of employment in the District, an additional two percent (2.00%) anniversary stipend applied to their base salary;

2. Beginning the sixteenth (16th) year of employment in the District and continuing thereafter, the anniversary stipend shall be increased by five-tenths of one percent (0.50%) per year.

E. Unit members who are required to use their personal automobile to conduct District business will be reimbursed at the I.R.S. rate in effect at the time the mileage was driven.

F. Extra Work: Certificated staff who volunteer to perform extra duty shall be paid at the following rates per hour, including summer school and period substituting at the Junior High:

- Class I $36.05
- Class II $37.08
- Class III $38.11
- Class IV $40.17
- Class V $41.20
G. **Extra Duty Rate:** Effective July 1, 2018, the extra duty hourly rate of pay will be increased with the corresponding percentage increase as is given to the steps and columns of the salary schedule.

H. STAR Team stipend will be increased from $1500 per year to $2500 per member effective July 1, 2017 and will be listed in Appendix A & A-1.
ARTICLE VIII
HEALTH AND WELFARE BENEFITS

A. For the 2017-2018 benefit year, the District agrees to pay for all full-time unit members a yearly contribution of $17,764.80 ($1,480.40 per month) for health, dental, and vision benefits. For the 2018-2019 benefit year, the district agrees to pay the 2017-2018 yearly contribution as well as any medical premium increases for the two fully covered district plans: 90C-$30 Rx $9-35 ; Kaiser $0 OV, Rx $5.00. Plans offered shall include:

- Blue Cross PBC 90-A ($20 Office Visit Copay); Rx 9-35 (no deductible)
  - Unit members selecting this plan shall pay by payroll deduction the remaining premium amount above the cap of $17,201.00 for the 2017-2019 benefit years
- Blue Cross PBC 90-C ($30 Office Visit Copay); Rx 9-35 (no deductible)
  - The District agrees to fully fund the cost of this plan for the 2017-2019 benefit years (per cap amount)
- Kaiser Permanente OV $0, Rx $5
  - The District agrees to fully fund the cost of this plan for the 2017-2019 benefit years
- Delta Dental Incentive Plan with a maximum of $2,000 OR
- Delta Dental Preferred Provider Option with Orthodontic (up to premium level of Delta Incentive Plan, i.e., annual plan maximum $2,000, Orthodontic $3,000)
- Vision Service Plan (Signature C $20) ($20 deductible reimbursed by the District)

B. Unit members who are employed subsequent to the first day of the school year shall have insurance benefits coverage effective as of the date specified by the insurance provider. Unit members who terminate their employment prior to the close of the school year shall have insurance benefits coverage until the date specified by the insurance provider.

C. In the event a unit member resigns his or her employment effective at the end of the school year, and if that employee has satisfied the terms of his or her individual employment contract for the school year, insurance benefits coverage shall continue through August 31 of that calendar year.

D. The District shall make monthly contributions toward the health insurance benefits on behalf of a unit member who retires into the California State Teachers Retirement System (“CalSTRS”) at sixty (60) years of age or older when termination of the employment relationship coincides with retirement into CalSTRS. The District's contribution is limited to the monthly amount in effect at the time the unit member retired. See Appendix Z for applicability of this paragraph to other named employees.

1. In order to be eligible for the benefit, the unit member must have worked full-time in the District for at least twelve (12) consecutive years immediately prior to retirement.
2. A benefits cap will be created for the retirees who have had their Medicare
taxes paid by the District (these employees are listed in Appendix Z), including
current year retirees. The cap shall be calculated by multiplying 1.49% times the
retiree’s final annual salary and then adding the contract’s benefit cap at the time
of retirement.

3. The contributions shall continue in effect until age sixty-five (65) or until
becoming eligible for other health and welfare benefits (i.e., Social Security,
Medicare A or B or National Health Insurance, if enacted).

4. When the District contribution terminates, the employee may continue
coverage as provided by law by making direct payment to the District for the
premiums or as otherwise directed by the respective insurance providers.

5. The term "eligible" shall mean the attainment of the age at which the retiree
may receive Medicare benefits.

6. A unit member who meets the requirements of paragraph D of this Article
in order to receive health insurance benefits package contributions and who has
worked a minimum of fifteen (15) consecutive years in the District immediately prior
to retirement may elect either to:

- Receive a lump sum settlement of $20,000 (the method of payment is
determined by the rules and procedures of the Kern County Superintendent
of Schools for such payments), or;

- Have the District make the full health and welfare benefits program
contribution on behalf of the employee until age 65.

E. Members who experience a personal catastrophic illness as verified by their medical
professional may opt for an early retirement at the age of 55 provided they have served
12 consecutive years of employment immediately prior to retirement. The member will be
provided medical benefits for themselves only until they reach the age of 65, or Medicare
eligible. Members have the option of paying the difference between the retirement
medical cap and the composite rate in order to retain family coverage.

F. For a unit member who has exhausted the sick leave provisions of Article XI,
paragraph A, and California Education Code Section 44977, within the school year in
which the illness or accident which necessitated the leave occurred, the District will
maintain its contribution for medical/hospitalization benefits on behalf of the unit member
to the end of the year in order to provide coverage up to August 31 of the succeeding
school year, as long as this practice is allowed by the medical/ hospitalization insurance
provider. The District's obligation under this paragraph shall terminate immediately if (1)
the employee resigns from the District prior to August 31, (2) the employee receives a
worker's compensation or other award which includes provisions for medical/hospitalization benefits, or (3) the employee accepts employment with another employer prior to August 31.
G. Any rebates from SISC III, relating to employee health insurance benefit premiums, shall be placed in the District's retirement fund.

H. The District will provide the Golden Handshake retirement incentive for eligible retirees in compliance with the California rules and regulations.
ARTICLE IX
HOURS

A. The workday, Monday through Thursday, including the time required before and after school, shall not exceed seven (7) hours and fifteen (15) minutes, rendered between 7:30 a.m. and 3:45 p.m. Friday workdays shall be conducted in accordance with the provisions of paragraph C.2. of this Article. Student hours will be as follows:

- TK- 3  8:05 am- 2:00 pm
- 4-6    8:05 am- 2:45 pm
- 7-8    8:10 am- 2:45 pm

1. The District shall be entitled to hold one (1) meeting per month, which will not exceed an eight (8) hour day, at which attendance for unit members is required. The meeting may begin at 2:45 p.m. and end by 3:45 p.m. This meeting will be held the first Tuesday of the month.

2. Two further meetings will be held on the second and fourth minimum day Tuesdays of the month from 1:35 p.m.- 3:00 P.M. The meeting held on the fourth Tuesday shall be a “teacher driven structured planning time” with the agenda developed by the teacher chairperson and grade level staff. The purpose of structured planning time is to improve student academic performance. Attendance of all unit members is mandatory. Upon request of the grade-level chairperson, site administration will have available support personnel. The Principal can examine and meet to discuss with the chairperson the agenda. The grade level chairperson will post the agenda one week in advance and will post the minutes on the District network.

B. Some new non-classroom teaching positions shall be subject to flexible hours, not exceeding seven (7) hours and fifteen (15) minutes, with all rights guaranteed by this Agreement. There shall be no involuntary transfers into these positions.

C. Unit members shall be required to be in attendance and available to render services to the District each school day.

1. On minimum days (except minimum days scheduled for structured planning time), foggy day schedules, and inclement weather days, unit members may leave immediately following the dismissal of students. Inclement weather days include all days in which the daily schedule is interrupted or changed due to weather.

2. Unit members will be allowed to leave on Fridays and days preceding holidays immediately following the dismissal of students.

D. Unit members shall be entitled to a duty-free uninterrupted lunch period of not less than forty-three (43) minutes duration. Unit members shall not be required to serve noontime duty except for inclement weather and emergencies as determined by the Principal.
1. The District shall provide supervision in lunch lines, so unit members will receive at least their forty-three (43) minute lunch period.

E. Unit members who teach grades TK-6 shall have two (2) fifteen (15) minute relief periods daily. Unit members who teach grades 7-8 and unit members without a regular classroom assignment shall have one (1) uninterrupted fifteen (15) minute relief period daily. Morning relief periods for grades TK-3 shall be uninterrupted. Teachers of grades four (4) through six (6) shall have two (2) uninterrupted relief periods per day.

F. On foggy day schedules declared by the District, unit members shall report to school not less than fifteen (15) minutes prior to the arrival of students.

G. Preparation periods for full-time unit members shall be provided as follows:

1. Preparation periods prior to pupil attendance and from the end of the pupil day until the end of the regular workday shall be uninterrupted except for two (2) monthly meetings as stipulated in paragraph A above.

2. Teachers in grades TK-6 shall have a daily uninterrupted preparation time of thirty (30) minutes.

3. Junior high (grades 7-8) teachers shall have one (1) uninterrupted unassigned class period per day for preparation.

4. Unit members who have no regularly assigned classes shall be provided one (1) hour weekly for preparation at a time when the student day is in progress.

5. Teachers whose preparation time is interrupted due to district-initiated assemblies will have the opportunity to recover the lost preparation minutes at a later time or date which is mutually agreeable to the teacher and district administration.

H. The District shall be entitled to require unit members to engage in the following extracurricular, non-teaching duties beyond the assigned workday for which there will be no additional compensation:

1. Back-to-School and Open House: The schedules and formats for Back-to-School and Open House programs shall be developed in meetings among unit members and site administrators.

2. Parent Conferences.

   a. Each unit member shall hold parent conferences during five (5) consecutive minimum days, Monday through Friday. Times designated for these conferences shall be scheduled at times mutually agreed to by the Principal and unit members.
b. Each unit member shall respond to parents in person, by phone, or in writing when requested by the parent or an administrator to discuss a child's progress or program.

c. Unit members shall be required to participate in SATs, IEPs, or other meetings called to discuss individual students with parents and staff. These meetings shall be scheduled at least one (1) week in advance. Meetings will be scheduled between 7:45 a.m. and 4:00 p.m. Teachers will be compensated at their hourly rate ($36.05-$41.20) for meetings held after 3:00 p.m. to the conclusion of the meeting, excluding the contractual staff meetings.

I. Unit members, except the Resource Teacher(s), required to work beyond the regular work year shall be paid at their daily rate of pay.

J. The District shall schedule the following minimum days of instruction:

1. Any day declared by the District for in-service.

2. The school day prior to the following vacations and holidays:
   a. Thanksgiving vacation.
   b. Winter vacation.
   c. Spring vacation.

3. The first and last student day of the year.

4. Five (5) parent conference days.


6. Teacher structured planning time on the fourth Tuesday of each month beginning in September (excluding December or any time school is not in session). Teachers will stay for structured planning time.

7. Other days declared by the District.

K. The District will make every reasonable effort to secure the services of a substitute before using a non-classroom assigned unit member as a substitute.

L. Unit members who are returning to the District shall be on duty a maximum of one hundred eighty-three (183) days. Unit members who are new to the District shall be on duty one hundred eighty-four (184) days. There shall be no more than one hundred eighty (180) days of student instruction each school year.
1. The two (2) duty days scheduled before students begin for all staff will have no meetings scheduled in the afternoon so teachers can work in their classes to prepare the room for teaching.

2. If any school day is cancelled, the District, after consulting with the Exclusive Representative, will apply for a waiver from the state. If the waiver is denied, the day(s) shall be made up on a date(s) mutually agreed to by the District and the Exclusive Representative.

M. The school year calendar shall be attached as Appendix D to this Agreement. The school year calendar shall be mutually developed by the Superintendent and the Association President. If mutual agreement cannot be achieved, the District shall consider the Association's input prior to the final adoption of each school calendar.

N. The District will open each school site on three Saturdays of each school month from 9:00 a.m. to 5:00 p.m. to allow teachers access to their classrooms. A calendar of days developed by RTA and the District will indicate which Saturdays will be designated.

O. At the option of the Principal at each school site, teachers may begin checking out after student dismissal on the final student day. A signup sheet indicating specific times shall be made available on Monday of the final week of school. On the final day, teachers are not required to be in attendance until their scheduled checkout time, and they may leave immediately after checking out. Requirements for checkout will be made known one month before the end of the school year and the requirements will not change without ample time for teachers to make those changes before checkout time.
ARTICLE X
CLASS SIZE

A. A student: teacher staffing ratio of 27:1 will be utilized for assigning regular TK-6 classroom teachers except for those classrooms affected by grade span adjustment funding. The District will make every effort to maintain class sizes at twenty-seven (27) or less for Transitional Kindergarten through third grade classes. At grades seven (7) and eight (8), the teacher staffing ratio will be one hundred eighty-nine (189) students to one (1) over a seven (7) period day, with no period having more than thirty-three (33) students. Physical Education for grades TK-6 shall have a ratio of thirty-five (35) students per one adult. This ratio is exclusive of Junior High Physical Education and Music. For Shop, Home Economics, Special Education, and other resource personnel, the ratio shall not exceed 30:1.

B. In the event that the stated ratio should exceed the maximum load in any classroom, the affected teacher may request in writing to meet with the Principal and/or Superintendent in an attempt to resolve the problem in order to maintain class sizes which are appropriate to a good learning environment. The teacher may have an RTA representative or designee present at the meeting.

C. In addition, the above-listed class size ratio shall be waived for fifteen (15) consecutive student days selected by the District in each of the first and fourth quarters of each school year. These student days shall be consistent throughout the District. Teachers shall be notified of these dates in advance at the affected school site.

D. In the event that a class size exceeds the above mentioned ratios and corrections are not made by the District within the 15-day grace period, teachers will be compensated for the additional students at the rate of $15 per student per day retroactive to the first day of the overage with a maximum cap of 30 students per class. Teachers in departmentalized classrooms shall receive a prorated amount calculated as overage per period with a maximum of $15 per student for seven (7) periods of coverage.

E. After November 1, the District shall make available, upon written request by the Association, a copy of all class lists by school, reporting pupil: teacher ratio in each class.

F. Teachers shall be consulted prior to current students being transferred in or out of their class after the school year has commenced.

G. In the event of elimination of Grade Span Adjustment, the District will meet with the RTA Negotiating Team to discuss options.

H. Effective upon ratification of this Agreement, in the event a substitute cannot be found and students in a self-contained classroom have to be distributed among other classrooms, affected teachers shall receive a proportionate share of the substitute pay rate based on the number of students they are assigned.

Teachers in departmentalized classrooms shall be paid one-eighth (1/8) of their daily pay for teaching an extra period.
ARTICLE XI
LEAVES

A. Sick Leave: Every unit member shall be entitled to ten (10) days of sick leave for each year of employment. Unused sick leave shall accrue from school year to school year. The District may require a physician’s verification of illness if the unit member has been on sick leave for four (4) or more consecutive days.

B. Pregnancy Leave: Each female employee shall be entitled to a leave of absence for the period of time she is required to be absent due to physical incapacity related to pregnancy, childbirth, or related conditions.

1. The employee shall be entitled to use accumulated sick leave on the same basis allowed for any other illness or injury.

2. The period of leave, including the date upon which the leave shall begin and end, shall be determined by the employee and her doctor. A statement from the employee’s doctor about the expected beginning and ending dates of the employee’s leave, giving as much advance notice as possible before the leave begins, shall be filed with the Superintendent.

3. The length of any leave beyond five months, including the date on which the leave shall begin and the date on which the employee shall resume duties, shall be determined by the employee and her doctor. During pregnancy leave (up to a maximum of five months when designated by the physician), the amount of salary deducted in any month shall not exceed the sum actually paid to a substitute.

4. The date of the employee’s return to service shall be based on her doctor’s analysis, a written statement of the employee’s physical ability to render service, and the absence of any physical disability.

5. In the event an employee desires an unpaid leave of absence for the adoption of a child, or for continued child care after a birth or adoption, the employee may apply for a child bonding leave by submitting a written request to the Superintendent. The time allowed for this leave shall be based on factors such as the time of the school year, availability of qualified substitute personnel, specialized requirements of individual students, and the program in general.

C. Child Bonding Leave

Child bonding leave will be provided in accordance with Education Code Section 44977.5 (a copy of which may be obtained from Human Resources or through the link on the District’s website).

D. Industrial Accident Leave: A unit member shall be entitled to industrial accident leave in the amount of sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work
for the District in any one (1) fiscal year for the same accident. Such benefits are in addition to other sick leave benefits provided by the District. The District's report of an industrial accident or illness shall be kept on file in the business office.

E. **Personal Leave:** At the unit member's discretion, eight (8) of the ten (10) days of leave of absence for illness allowed pursuant to this Agreement may be used for personal leave. Such leave may not be used for concerted activities, an activity for which the employee would be paid. No more than four (4) personal days may be used on Mondays, Fridays, or before or after holidays. Emergencies are the exception.

F. **Bereavement Leave:** Every unit member shall be entitled to three (3) days of paid leave of absence, or five (5) days if travel of more than five hundred (500) miles round-trip is involved, on account of the death of any member of the unit member's immediate family as such term is defined herein. This leave shall not be deducted from sick leave. The Superintendent shall have the discretion to grant the full or a partial bereavement leave to a unit member for the death of a person other than a member of the unit member's immediate family as defined. Every unit member shall be entitled to five (5) days if the deceased is the unit member's spouse, parent, stepparent, child, stepchild, father-in-law or mother-in-law. This leave shall not be cumulative.

G. **Jury Leave:** Each unit member shall be entitled to as many days of paid leave as are necessary for jury duty. An employee who defers his or her jury service to a non-student day or days shall receive substitute pay for each full day of jury service rendered. A copy of the request for deferral and proof of jury service on a non-student day or days is required to receive pay under this paragraph.

H. **In-service Leave:** At the discretion of the Superintendent or designee, a unit member may be released with pay to attend classes, workshops, conferences (which may include the CTA/NEA conferences), or programs designed exclusively for the purpose of assisting the unit member in the performance of classroom teaching duties, introducing new subject matter or teaching concepts or procedures, or otherwise enhancing or improving the employment performance of the unit member. If a request is denied by the Superintendent or designee, the reasons shall be given in writing, provided the unit member requests the written reason(s) at the time of the denial. A Principal may allow teachers attending approved in-service activities which commence prior to the end of the contractual duty day to leave earlier than their last regularly scheduled class period, provided that the teacher arranges for a substitute from the bargaining unit acceptable to the District.

I. **Leave Without Pay:** Upon written application, the District may grant up to two (2) years of unpaid leave of absence. Denial of any such written request shall be made only for justifiable reasons. Written reasons for denial will be provided upon written request by the unit member. Unless otherwise provided in this Article, a unit member shall be entitled to:

Receive during the period of leave, at such unit member's expense, fringe benefits including, but not limited to, insurance and retirement benefits, to the extent not expressly prohibited by law. A unit member on such leave shall not be entitled to experience
advancement on the salary schedule or accrual of contractual benefits. Such leaves will normally commence at the start of either the fall semester or the spring semester. For leaves commencing at the start of the fall semester, notice shall be given on or before the prior April 15. For leaves commencing at the start of the spring semester, notice shall be given on or before the prior November 1 unless the situation makes it impossible to provide such notice.

J. General Provisions:

1. A unit member absent for surgery or under the provisions of paragraphs relating to pregnancy leave, child bonding leave, extended leave without pay for medical/psychological reasons, or industrial accident leave shall be required to provide a physician's written verification of ability to return to work and render full service to the District prior to returning to work. In the event the written verification requires the unit member to incur out-of-pocket expense which is not reimbursable by insurance, the District will reimburse the unit member up to the amount charged for the physician's office call. The provisions of this paragraph shall not apply to child bonding leave where the health status of the unit member is not involved.

2. For purposes of this Article, immediate family shall be defined as: the unit member's parents, stepparents, siblings, spouse, grandparents, children, stepchildren, or grandchildren, spouse's grandchildren, father-in-law or mother-in-law, sons-in-law, daughters-in-law, brothers-in-law, or sisters-in-law of the unit member, or any other relative mutually agreed by the parties on a case-by-case basis, or any relative of the unit member living in the unit member's immediate household.

3. Unit members on paid leaves of absence shall have all fringe benefits paid for them throughout the duration of the leave of absence. Unit members on unpaid leaves of absence may, as long as the practice is allowed by the insurance company, continue their fringe benefit program by paying to the District the amount of money equal to the premiums for the various fringe benefits.

4. Upon return from any leave without pay, extended illness, or industrial accident leave, every reasonable effort will be made to reinstate the unit member to the position held at the time the leave was granted or to as nearly identical a position as possible. After such efforts are made, if it is determined by the Superintendent that in order to meet the education-related needs of the District it is necessary to place the returning unit member in a different position, such placement shall be made.

5. The District will implement the provisions of Education Code section 44043.5, Catastrophic Leave, for an employee who meets the criteria of the statute. The parties have agreed that donating employees will not forfeit donated sick leave credits that were not applied to the receiving employee.
ARTICLE XII
VACANCIES

A. The District shall determine whether a vacancy exists and if it shall be filled.

B. In the event the District elects to fill a vacancy, it shall:

1. Determine the qualifications for the position.

2. Prepare a notice specifying:
   • Credential and degree requirement.
   • Position description and location.
   • Grade level and/or subject matter.

3. The District will e-mail certificated job postings to unit members and post the notice for a period of five (5) days on the District’s website, in the District office, main office, and teacher lounge at each school building.
   
   a. If a position is posted and an applicant is selected and resigns after performing service to the District in that bargaining unit position, then the District agrees to re-post the position.

   b. If a position is posted and an applicant is selected and resigns before performing services to the District, then the District may select another applicant from the original list without re-posting the vacancy.

C. Any unit member who meets the posted qualifications may apply for the posted vacancy. The request shall be on a form designed and supplied by the District and shall be dated, signed, and filed with the District office.

1. Applications shall be kept on file for one (1) school year.

2. Applications fulfilling posted qualification requirements will be considered, and any decision thereon shall be based on education needs as determined by the District. The District agrees to consider all applicants for a vacancy based on the relationship of individual qualifications to posted qualification requirements. Individual qualifications will include:

   a. Specific requirements of the position;

   b. The needs of the instructional program;

   c. Credential(s) held by the unit member;

   d. Degrees held by the unit member;
e. Length of service to the District.

The factors described in a-e above shall be considered and utilized in a binary fashion and given equal weight in the decision. If the criteria in a-e above are equal, the applicant with the longest service to the District will be the deciding factor.

D. Unit members not selected to fill the vacancy may request written reasons for denial, provided a written request for the reasons is submitted within five (5) days of the District's action to fill the vacancy.

E. During the period of June 1 to August 31, notices of vacancies within the bargaining unit shall be e-mailed to those teachers who, by May 15, have notified the District in writing of their interest in any and all vacancies. Copies of those notices will be e-mailed to the Association President. Notices of vacancies posted under provisions of this paragraph between the end of school and July 31 shall remain posted for ten (10) days, and notices posted from August 1 through August 31 shall remain posted for five (5) days.
ARTICLE XIII
TRANSFERS/SENIORITY

A. This Article pertains solely to transfers as set forth by Education Code Section 35035, which means "movement from one school to another school." Voluntary transfers are those initiated by the teacher; involuntary transfers are those initiated by the District. The provisions of this Article shall not be construed to deny the right of any unit member to apply and receive consideration for any vacant position in the District.

B. A unit member may be transferred involuntarily, provided the new assignments fall within the scope of the teaching certificate. The District agrees to base the decision on the following reasons:

1. Lack of enrollment.
2. Abolishment of position(s).
3. Instruction program requirements which may require skills/services in another assignment.
4. Changes in enrollment pattern.
5. Performance renewal as indicated in written evaluations

C. Prior to making an involuntary transfer, the District shall seek qualified volunteers as determined by instructional program requirements, except in the case of involuntary transfer for performance renewal when the search for volunteers shall not be required.

D. Except for performance renewal, if two (2) or more unit members qualify for the same involuntary transfer, the least senior of these members who meets the specific qualifications of the assignment shall be transferred. Seniority is defined as seniority within the District.

E. Involuntary transfers will be made only to serve the educational needs of the District.

F. Transfers are the responsibility of the Superintendent or designee, and request for change shall be made to this individual. The following criteria will be used by the District in voluntary and involuntary (in the event of a tie) transfers:

a. Specific requirements of the position;
b. The needs of the instructional program;
c. Credential(s) held by the unit member;
d. Degrees held by the unit member;
e. Length of service to the District.
The factors described in a-e above shall be considered and utilized in a binary fashion and given equal weight in the decision. If the criteria in a-e above are equal, the unit member with the longest service to the District will be granted the voluntary transfer and the unit member with the shortest service to the District will be given the involuntary transfer.

G. Transfers shall generally be made in sufficient time for a unit member to adequately prepare for the beginning of the school year. In no event shall a unit member be given less than five (5) days' notice of a transfer. In the event of inadequate prior notice, upon written request, the unit member shall be provided at least one (1) school day of release time to adequately prepare for the transfer.

H. Unit members who are transferred after the start of the school year shall be provided two (2) school days of release time to adequately prepare for the new position.

I. Prior to implementing an involuntary transfer, the Superintendent shall schedule a meeting with the affected unit member and the Principal to discuss the transfer, the possibility of unit member preference for alternative vacancies, and such other issues as deemed pertinent by the parties.

J. Unit members who are involuntarily transferred shall be provided with reasons in writing upon written request.

K. A unit member shall not be involuntarily transferred more than once every three (3) years.

L. Involuntary transfers shall not result in loss of salary or contractual benefits and will not be undertaken as reprisals for activities protected by the Act.

M. Two (2) or more teachers may arrange to exchange positions between schools as long as the exchange(s) meets the approval of the affected principal(s) and the Superintendent. The proposed exchange(s) must be submitted to the principal(s) in writing.

N. Seniority is defined as the unit member's initial date of service with at least a preliminary credential with the following provisions:

1. Except for layoff purposes, 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.
3. If a unit member is assigned to a non-bargaining unit position within the District, that unit member does not accrue seniority for the purpose of this Article while working on such an assignment.

4. For the purpose(s) of this Article, a unit member on an approved leave of absence other than to a non-bargaining unit position within the District shall continue to earn seniority while on such leave.

5. A unit member’s seniority shall accrue during layoff.
ARTICLE XIV
ASSIGNMENT/REASSIGNMENT

A. For the purposes of this Article, "assignment" and "reassignment," covered by this Article, are defined as follows:

1. An assignment is the initial placement of a unit member at a location and/or department(s) by the District. Initial placement is made by the Superintendent or designee.

2. Reassignment is any subsequent placement in another department, or a position at the same location, and refers to a specific level, class, or subject to be taught by the unit member. Reassignments are made by the Principal. The following criteria shall be used by the District in voluntary and involuntary (in the event of a tie) assignments and reassignments:
   a. Specific requirements of the position;
   b. The needs of the instructional program;
   c. Credential(s) held by the unit member;
   d. Degrees held by the unit member;
   e. Length of service to the District.

The factors in paragraphs a-e above shall be considered and utilized in a binary fashion and given equal weight in the decision. If the criteria in paragraphs a-e above are equal, the unit member with the longest service to the District will be granted the voluntary assignment/reassignment and the unit member with the shortest service to the District will be given the involuntary assignment/reassignment.

B. In all cases, assignments and reassignments will be made among unit members based upon the following reasons:

1. Lack of enrollment.
2. Abolishment of position(s)
3. Instruction program requirement which may require skills/services in another assignment.
4. Changes in enrollment pattern.
5. Performance renewal as indicated in written evaluations.
C. Prior to making an involuntary reassignment, the District shall seek out qualified volunteers as determined by instructional program requirements, except in the case of involuntary reassignment for performance renewal when the search for volunteers shall not be required.

D. If two (2) or more unit members qualify as volunteers for the same reassignment, the most senior of these members who meets the specific qualifications of the assignment shall be reassigned. Except for performance renewal, if two (2) or more unit members qualify for an involuntary reassignment, the least senior of these members who meets the specific qualifications of the assignment shall be reassigned. Seniority is defined as seniority within the District.

E. At initial employment and for subsequent reassignments, unit members shall be assigned on the basis of the educational needs of the District and specific qualifications of the unit member such as a unit member’s credential, training, experience, written evaluations, and letters of recommendation.

F. A request for a reassignment shall be made to the Principal.

G. Reassignment shall generally be made in sufficient time for a unit member to adequately prepare for the opening of the school year. In no event shall a unit member be given less than five (5) days’ notice of a reassignment. In the event of inadequate prior notice, upon written request, the unit member shall be provided at least one (1) school day of release time to adequately prepare for the new assignment.

H. Unit members who are reassigned after the start of the school year shall be provided two (2) school days of release time to adequately prepare for the reassignment.

I. If it is necessary to reassign a unit member after the work year begins, it shall be a standard practice for the Principal and Superintendent to discuss the situation with the unit member prior to making the reassignment.

J. Unit members who are involuntarily reassigned or are denied a requested voluntary reassignment shall be provided with the reason(s) in writing upon written request.

K. A unit member shall not be involuntarily reassigned more than once every three (3) years.

L. Involuntary reassignments shall not result in loss of salary or contractual benefits and will not be undertaken as reprisals for activities protected by the Act.

M. Two (2) or more teachers may arrange to exchange positions within a school as long as the exchange is approved by the Principal. The proposed exchange must be submitted to the Principal in writing.

N. Teachers determine if they will team teach or job share, with whom they will team teach or job share, and which classroom they will use upon approval of the Principal.
Acceptance or denial must be made by the Principal within ten days of the submission. If the Principal denies the team teaching or job share arrangement, a written denial must be made within the same 10 days of the denial explaining the reasons for the denial.

1. All unit members will be given a written notice of their assignments for the following year not later than July 15.

2. Unit members may consult with their site administrators regarding assignments for the following year.

O. A preliminary list of school site, grade level, and/or subject matter placements for the following year will be posted in the District Office, main school office, and teacher lounge at each school site and mailed to each employee by July 15 of each school year.
ARTICLE XV
GRIEVANCE PROCEDURE

Miscellaneous Provisions

A. A grievance shall mean an allegation by one (1) or more unit members that there has been a misinterpretation or misapplication of the specific terms of this Agreement. A grievant shall be a unit member covered by this Agreement. In addition, the Association has the right to grieve.

B. Any unit member may, at any time, present grievances to the District and have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement; provided, however, that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response. The Association may file or process a grievance on behalf of any unit member(s).

Informal Level

C. Each formal grievance shall be preceded by an informal attempt to settle whatever problem exists at the appropriate level prior to the filing of the formal grievance.

Formal Grievance

D. Written grievances shall contain the following minimum information:

- Name of grievant(s).
- Date of filing.
- Date of alleged contract violation.
- Section(s) of contract allegedly violated.
- Synopsis of relevant facts.
- Relief requested.

E. Grievances not filed in accordance with these criteria may be rejected as improperly filed. Such rejection shall not extend the time limitations herein.

F. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding. Once a grievance has been resolved or a final decision has been rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.

G. At all formal levels of the grievance procedure, the grievant shall provide the Association with all details and copies of correspondence relative to the grievance. No reprisal of any kind will be taken by the District against any participant in the grievance procedure by reason of such participation.
H. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

I. Failure of the grievant or the grievant's representative to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the District's action or decision at the appropriate level. This shall not be construed as a denial of the grievance on the part of the District.

J. Time limits may be extended or shortened by mutual agreement of the grievant and the District.

K. Representatives of the Association required to participate in the processing of grievances shall suffer no loss in pay if meetings or appointments are mutually scheduled by the District and the Association.

Level One

L. Within twenty (20) school days of the occurrence of the alleged misinterpretation or misapplication of the Agreement, the grievant must present the grievance in writing to the administrator who has the authority to adjust the grievance at that appropriate level. Within ten (10) school days of receipt of the grievance the administrator shall communicate a decision and the reasons for such decision to the grievant in writing. If the administrator does not respond within the time limit, the grievance is denied and the grievant may appeal to the next level.

Level Two - Grievance Mediation

M. The parties shall request the services of a mediator from the California State Conciliation Service. The grievant's written notice must be given to the District within five (5) school days of the issuance of the Level One decision or the deadline within which the decision was to be made. The parties shall attempt to mediate a settlement to the grievance. In no instance will the form or matter of the discussion and/or proposals during the mediation process be revealed. Only the terms of a settlement, if any, may be revealed.

Level Three: Option One – Board of Trustees Appeal

N. If the grievance is denied at Level Two, the grievant may appeal to the Board of Trustees.

1. An Option One appeal must be filed within five (5) school days of the issuance of the decision or the deadline within which the decision was to be made.

2. The Board shall hold a hearing on the matter and make a determination on the grievance.
3. The election to proceed under Option One shall foreclose and preclude the utilization of Option Two—Arbitration.

Level Three: Option Two – Arbitration

O. If the Level Two decision is not appealed pursuant to Option One, the Association may submit the issue to binding arbitration under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association.

1. The RTA shall control its participation and financial responsibility to bargaining unit members for the arbitration process through internal procedures.

2. The demand for arbitration shall be filed within ten (10) school days of the date of the Level Two decision or the deadline by which it was to have been issued. The election to proceed under Option Two shall foreclose and preclude the utilization of Option One—Board of Trustees Appeal.

3. The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s).

4. No grievance(s) relating to the subjects listed in paragraph O.4.a through O.4.d, below, shall be filed or heard by an arbitrator.

   a. The discharge of a probationary unit member.

   b. The failure or refusal of the District to rehire or retain in employment any probationary unit member.

   c. The decision of the District granting or refusing to grant any sabbatical leave of absence.

   d. The contents of an evaluation.

P. After a hearing on the merits of the grievance, the arbitrator shall render a written decision and award which sets forth findings of fact, reasoning, and conclusions as to the precise issue(s) submitted.

1. The arbitrator shall not add to, subtract from, modify, alter, or amend any provisions or procedures contained herein.

2. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

3. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement and the arbitrator shall not substitute his or her judgment for that of the District.
4. The arbitrator's award may include restitution, financial reimbursement, or other proper remedy except monetary damages or penalties.

5. The decision and award of the arbitrator shall be submitted to the Association and District for review and implementation.

Q. Costs for the service of the arbitrator, including, but not limited to, per diem expenses, travel, and reasonable subsistence expenses, and the cost of any hearing room shall be borne equally by the District and the Association. All other costs shall be borne by the party incurring them.
ARTICLE XVI
EVALUATIONS

A. Evaluation and assessment of the employment performance of each unit member shall be made on a continuing basis as provided by Education Code Section 44660, et seq. For purposes of this Article, the term "evaluation" shall refer to the written report of a unit member’s supervision of children and/or observed classroom performance. As set forth in Education Code section 44662(a), the evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows:

1. At least once every school year for probationary personnel.

2. At least every other year for personnel with permanent status.

3. Subject to the requirements of Education Code section 44664(a)(3), at least every five years for personnel with permanent status who have been employed at least ten (10) years with the District. Either party may withdraw consent, in writing, prior to October 31 of the school year in which they wish the evaluation to take place.

4. Permanent unit members who receive an unsatisfactory performance evaluation may be evaluated upon written notification from the District.

B. At mutually convenient times during the school year in which the evaluation is to take place, the evaluator and the unit member shall meet and mutually agree to the unit member's goals and objectives, which shall be constrained by anomalies such as class size, intellectual abilities of the learners, availability of support personnel, the learning environment provided, and other pertinent factors.

1. Failure to reach agreement on any of the goals and objectives shall necessitate that the evaluator and the unit member request that the Superintendent mediate the disagreement.

2. In the event the parties agree that serious mitigating circumstances have invalidated all or part of the goals and objectives, the evaluator and unit member shall mutually agree to appropriate amendment.

3. Resolution of the disagreement shall be accomplished not later than November 15.

C. Each evaluation shall be based upon at least two (2) lesson observations for each probationary unit member and upon at least two (2) lesson observations for each permanent unit member. At least one (1) lesson observation shall be mutually arranged between the evaluator and the unit member.

D. The evaluation shall include recommendations, if necessary, as to areas of improvement in the classroom teaching performance of the unit member.
E. In the event a unit member is not performing assigned duties in a satisfactory manner, the written evaluation shall describe such unsatisfactory performance. The District shall thereafter confer with the unit member and make specific recommendations where applicable as to areas of improvement in the unit member's performance and assist him/her in such performance. The District may schedule further classroom observations in this instance.

F. Any unit member who receives an "Unsatisfactory" on the evaluation shall be subject to subsequent period(s) of observation resulting in additional written evaluation(s).

G. The effects of remedial action(s) taken to correct identified deficiencies shall be noted and attached to the evaluations.

H. Evaluation(s) made pursuant to this Article shall be reduced to writing, and a copy thereof shall be transmitted to the unit member not later than March 15 before the end of the school year in which the evaluation has taken place.

I. Before March 30, a meeting shall be held between the unit member and the evaluator to discuss the evaluation.

J. A unit member may request an additional observation of classroom performance. Additional observations requested by the unit member may be conducted by the evaluator.

K. The unit member shall have the right to initiate a written reaction or response to the evaluation or written assessment(s) of employment performance. Such response(s) shall become a permanent attachment to the unit member's personnel file.

L. Unit members shall not be required to participate in the evaluation and/or observation of other unit members, nor shall they be required to assess their own performance.

M. Prior to any modification of the current unit member evaluation criteria (including job descriptions for current and new positions) and/or instrument(s), a committee composed of the District Superintendent, one Principal, the Association President, and the Association Vice President (or their designees) shall meet for the purpose of modifying said instrument(s) by mutual agreement. If agreement has not been reached on modification(s) of instrument(s) and criteria after four (4) meetings of the committee, the Superintendent shall resolve the matter after considering the written recommendations of the Association President. The instrument(s) and criteria shall be modified in a manner consistent with the provisions of this Article.

N. Nothing in this Article shall be construed to limit the presence of an administrator in the classroom for any purpose.

O. The contents of the written evaluation(s) are not subject to the grievance procedure.
ARTICLE XVII
PERSONNEL FILES

A. The District shall not take disciplinary action against a unit member for unsatisfactory job performance that is based upon materials which are not contained in such unit member's personnel file. The District shall not base any disciplinary action against a unit member upon materials which are contained in such unit member's personnel file unless the unit member has been notified at such time that such materials were being placed in the file. All materials of a disciplinary nature placed in a unit member's file by the District must be done within five (5) workdays of the District's awareness of the incident giving rise to such placement. All other materials pertinent to the incident submitted by parties other than the District must be placed in the file within ten (10) workdays of the incident. No derogatory materials can be placed in a unit member's file after twenty (20) workdays from the time of the incident.

B. A unit member shall be provided a copy of any negative or derogatory written material before it is placed in his or her personnel file. He or she shall also be given an opportunity during the school day and with compensated release time to initial and date the material. The unit member may prepare a written response to such material. The written response shall be attached to the material. If the unit member challenges the accuracy of the materials, the Superintendent shall commence an investigation. If the materials are found to be inaccurate, the District shall order immediate destruction of the written material or a modification to eliminate the inaccuracy. The limitations and restrictions contained in paragraphs A and B of this Article do not apply to any investigation or any written communication concerning any investigation done by law enforcement or other non-district agency that has investigative responsibilities when the District has been requested not to inform the employee of the investigation by the law enforcement or the outside agency.

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

D. The person or persons who place material in a unit member's personnel file shall sign the material and signify the date on which such material was placed in the file.

E. Access to personnel files shall be limited and the contents of all personnel files shall be kept in the strictest confidence as provided by law.

F. The District shall maintain the unit member's official personnel file at the District's central office. Unit members shall have the right to inspect and obtain a copy of personnel file materials by making an appointment with the Superintendent or designee.
ARTICLE XVIII
COMPLAINTS AGAINST UNIT MEMBERS

A. Any complaint about a unit member shall be reported promptly to the unit member by the District. If the unit member requests, several attempts shall be made to have the complaining party and the unit member meet in the presence of the Principal or Superintendent to discuss and, if possible, resolve the complaint.

   1. Should the complaining party believe the complaint sufficiently serious, the administration will recommend it be placed in writing. The unit member and the Association President shall be notified of this recommendation.

   2. A copy of the written complaint shall be provided to the unit member. No action will be taken against the unit member based on any complaint unless the complaint is in writing, is dated, and is signed by the complaining party.

   3. The unit member shall be allowed to prepare a written response to the complaint. The response shall be attached to the written complaint. If no written complaint is received, the matter shall be dropped.

   4. The written complaint and the attached response shall be placed in the unit member's personnel file. If the unit member challenges the truth of the allegations contained in the complaint, the Superintendent shall commence an investigation of the allegations. If the allegations are found to be untrue, the District shall order immediate destruction of the written complaint.

   5. Complaints substantiated by the investigation and not invalidated by subsequent litigation in a court of competent jurisdiction shall become a permanent enclosure in the unit member's personnel file.

   6. Grievances may be filed over alleged improper application of procedures outlined in paragraphs A.1 through A.5, supra, but shall not be filed regarding the contents of a written complaint.

B. The provisions of this Article do not apply to any investigation or communication concerning any investigation done by law enforcement or other non-district agency that has investigative responsibilities.
ARTICLE XIX
PROFESSIONAL GROWTH

A. The following provisions shall apply to those certificated employees who are required to adhere to the professional growth requirements of Education Code Sections 44277, et seq.

1. The District will implement the Professional Growth Program as set forth in the Education Code and the California Code of Regulations.

2. Professional growth advisors shall be designated by the District from non-bargaining unit personnel. The employee shall select an advisor from the list of advisors provided by the District. An individual employee's evaluator shall not be that employee's advisor.
   a. Professional growth advisors may decline selection by individual employees.
   b. After the Professional Growth Program has begun, a change of advisors may be requested only once per school year. The request for a change of advisors shall contain a written statement of the reasons(s) for the proposed change.

3. All meetings between the advisor and the employee shall occur during non-instructional time as mutually scheduled by the employee and advisor.

4. The advisor shall meet with the employee within ten (10) days of receipt of any submission to advise the employee about the submission and discuss possible action. If the advisor cannot take a positive action on an employee's submission, the reasons shall be provided to the employee in writing.

5. College course credits which are earned as a part of the Professional Growth Program, and which otherwise meet the District's requirement for salary credit, shall be applied to the employee's salary schedule placement in the same manner as other college course credits.

6. Professional growth requirements pursuant to this section shall not be considered as a part of the employee's evaluation. Conversely, an employee may not claim mitigation for any deficiency identified in the evaluation based upon any aspect of the Professional Growth Program.
ARTICLE XX
SAFETY CONDITIONS AND STUDENT DISCIPLINE

A. Unit members shall be safety conscious in their own conduct and actions and shall cooperate with the District in the implementation of its safety program.

1. Unit members shall report on the appropriate District form any unsafe or unhealthy conditions directly to the Principal. The District shall conduct an investigation of a unit member’s report within one (1) workday and take appropriate corrective measures.

2. Results of the investigation and the action taken shall be reported to the unit member in writing.

3. Unit members shall not be required to perform tasks which endanger their health and safety.

B. A unit member may suspend a student from his or her class for any of the acts enumerated in Education Code Section 48900, et seq., in accordance with the procedures in Education Code Section 48910.

C. Whenever any unit member is attacked, assaulted, or physically threatened, it shall be the duty of the employee, and the duty of the immediate supervisor to immediately report the incident to the appropriate enforcement authorities of the county or city where the incident occurred.

1. In the performance of their duties, teachers may exercise 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 maintain order, protect property, protect the health and safety of pupils, or maintain proper and appropriate learning conditions.

2. The District will not reprimand or discipline an employee for the exercise of physical control over a pupil without a thorough investigation of the situation by the District.

D. A copy of the District's policy on student discipline shall be available to each unit member upon request.

E. When, in the judgment of a unit member, a student requires specialized attention which the unit member is unable to provide, he or she shall so inform the Principal. The Principal shall arrange as soon as possible for a conference between himself or herself, the unit member, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

F. A telephone system with an outside line will be installed in all classrooms.
ARTICLE XXI
MISCELLANEOUS PROVISIONS

A. This Agreement (and the appendices attached hereto) is the entire agreement between the parties on any and all matters falling within the scope of negotiations, whether or not other matters were proposed or considered by the parties.

B. Employment conditions and/or employee benefits which the District is required by state or federal law to implement shall be incorporated into this Agreement.

C. Any individual contract between the District and an individual unit member executed prior to this Agreement shall be subject to and consistent with the terms and conditions of this Agreement.

D. This Agreement shall supersede any rules, regulations, or practices of the District which are contrary to or inconsistent with its terms.

E. The terms and conditions of employment as set forth in this Agreement shall be applied in a manner that is not arbitrary, capricious, or discriminatory in effect.

F. The District will provide each unit member with all adopted textbooks and approved supplemental materials for each subject the unit member is required to teach. Each student shall have, in the adopted areas, his or her own textbooks and materials needed for each subject that is required. Unit members shall have access to all available paper supplies and equipment necessary to prepare classroom materials. Photocopying and duplicating machines will be available at each site for unit member use and maintained in operable condition.

G. Except as set forth in Article XV, Grievance Procedure, for purposes of this Agreement, the word “day” shall be any day in which the District Office is open for business.

H. Teachers will have access to telephones to do school and personal business during non-instructional time when calling to the Shafter and Bakersfield areas. Telephone access will be in the teachers’ lounges.

I. Each classroom teacher shall receive a $150.00 room budget to be used at the teacher’s discretion for materials and/or supplies. Teachers shall be reimbursed for out-of-pocket purchases for classroom materials and supplies upon presentation of a receipt. Prior to April 15, the receipts need to total $25.00 or more. By May 1, receipts less than $25.00 may be submitted.

J. Teachers will not be held financially responsible for stolen school property.

K. Suitable lesson plans will be available in the teacher’s classroom the first student day of each week unless the Principal identifies, in writing, a continuing planning problem as exhibited by the teacher’s performance in the classroom. Then the Principal may require in writing the teacher to submit lesson plans on no more than three consecutive
Fridays before leaving following the dismissal of students. The requirement, in writing, must occur at least five (5) days prior to the specified Friday. The unit member cannot grieve whether the lesson plan is adequate, but may grieve the procedures if they are not followed.

L. One Grade Level Chair will be elected for each grade level per site for grades TK/K-6. A total of eight Department Chairs will be elected for the junior high from seventh and eighth grade teachers as follows: one teacher for seventh grade ELA, one teacher for eighth grade ELA, one teacher for seventh grade math, one teacher for eighth grade math, one teacher for seventh or eighth grade science, one teacher for seventh or eighth grade history, one teacher for seventh or eighth grade P.E., one teacher for seventh or eighth grade electives. Grade Level Chair elections will be in May during the teacher structured planning time and will be effective for the following school year. Alternates will be elected at the same time.

1. Grade Level and Department Chairs are required to attend a district orientation meeting, at which the responsibilities and expectations of the position will be reviewed, prior to the first structured planning time in September (the fourth Tuesday).

2. Grade Level and Department Chairs shall be paid at the rate set in Appendix A. If an elected Grade Level or Department Chair fails to attend the required structured planning time meeting without a valid excuse, the paid stipend may be prorated.

3. If the elected Grade Level Chair or Department Chair is absent for an extended period of time, the elected alternate will be asked to cover the assignment and will receive a pro rata portion of the stipend rate set in Appendix A based on the amount of time the duties are covered.

M. STAR team shall be comprised of three (3) classroom teachers at each school site. All paid STAR team members must be teachers with permanent status and receive appropriate training provided by the District before serving as a paid member. Excluded from paid membership are bargaining unit members paid from categorical funds, the school nurse, special education personnel, and resource teachers.

1. The three STAR team members must be teachers at different grade levels: TK-6 schools will have a TK/K-1, 2-3, and 4, 5, and 6. Junior high school will have a 7 and 8.

2. Vacancies will be filled by the applicant with the most senior eligible teacher of the grade grouping.

3. Term of service shall be three (3) years.

4. After serving a term members must wait three years before reapplying for subsequent service unless there are no other applicants.

Richland School District/RTA
May 2017
5. Vacancies must be posted for ten (10) days before selection of applicants occur. Membership will be selected by May 30.

N. The District will provide or pay for the required periodic tuberculosis test. An employee who utilizes a physician or testing service other than the physician or testing service designated by the District shall be reimbursed $15.00 upon proof of testing.

O. Computer access codes that are visible to other users shall not utilize the employee's social security number.
ARTICLE XXII
SAVINGS

Should any provisions of this Agreement or any application thereof to any unit member be held by a court of competent jurisdiction, either because of the exhaustion of the right to appeal or the failure to advance the matter further, to be contrary to law and therefore invalid, all other provisions or applications shall continue in full force and effect. Within the confines of such judgment if either party wishes to meet and negotiate any affected provisions, it must so notify the other within ten (10) days of the judgment.
ARTICLE XXIII
TERM OF THIS AGREEMENT

This Agreement shall be effective as of the latest date of ratification by the parties and shall remain in effect until midnight on June 30, 2019.
RATIFIED AND ACCEPTED

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Association as the contracting parties; that all actions necessary for the District or the Association to ratify and accept this Agreement as a binding and bilateral agreement have been completed in the manner required by that party and the law; and that this Agreement is hereby entered into without the need for further ratification and acceptance.

**Richland School District**

By: Tammy Rubio Criswell

President, Board of Trustees

By: Tony Aguirre

Clerk, Board of Trustees

Date: August 14, 2017

**Richland Teachers Association**

By: Martha Sosa, President

By: Jillayne Lowe

Bargaining Team Chair

Date: August 14, 2017
1. Following is a list of employees who qualify for the retirement options at fifty-five (55) years of age or older with twelve (12) years of actual service to the District. The termination of the employment relationship must coincide with retirement into CalSTRS. Option One is a lump sum of $20,000 AND a benefits cap which is the amount the District contributes toward the health insurance benefits in effect at the time the unit member retires. The retiree can continue in the health insurance benefits program by paying the increased cost (if any) each year. Option Two, in lieu of the $20,000 payment, the District will make the full health and welfare benefits program contribution on behalf of the retiree until sixty-five (65) years of age or until becoming eligible for Medicare. Plans will be the same as those offered to active employees.

| Aguirre, Sandra | Mack, Barbara |
| Anderson, Carole | Martin, Terry |
| Anderson, Cathy | McClenny, Elaine |
| Anderson, Michael | McDonald, Elana |
| Barnett, Diane | Moens, Deborah |
| Bartley, Vicky | Moore, Roberta |
| Bishop, Stephanie | Murry, Debra |
| Buchanan, Stephanie | Murry, Ken |
| Calvillo, Annette | Nelson, Jan |
| Carrillo, Joanne | Newton, Charles |
| Carty, Michael | O'Connell, Jill |
| Chavez, Shirley | Pfister, Shelley |
| Chavira, Mary | Porter, Mary |
| Curry, Linda | Rodriguez, Gary |
| DelBosque, Jaime | Rodriguez, Olga |
| Escobedo, Delia | Ross, Marigay |
| Etcheverry, Sanna | Sarad, Matthew |
| Garcia, Connie | Schmidt, Michael |
| Hall, Brenda | Shaffner, Sue |
| Head, Lara | Shute (Goldenberger), Jennifer |
| Hobbs, Lori | Solorio-Garcia, Rosa |
| Johnson, Janet | Strader, Ann |
| Kimber, Charles | Strader, Roger |
| Krause, Marcia | Svilich, Michael |
| Lambert, Karin | Wahl, Joan |
| Lara, Julian | Weddell, Tracy |
| Lowe, Jill | Wendt, Sandra |
2. Following is a list of employees who have their Medicare taxes paid by the District.

<table>
<thead>
<tr>
<th>Anderson, Carole</th>
<th>McDonald, Elana</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anderson, Cathy</td>
<td>Moore, Roberta</td>
</tr>
<tr>
<td>Anderson, Michael</td>
<td>Nelson, Jan</td>
</tr>
<tr>
<td>Bartley, Vicky</td>
<td>Newton, Charles</td>
</tr>
<tr>
<td>Buchanan, Stephanie</td>
<td>Porter, Mary</td>
</tr>
<tr>
<td>Carrillo, Joanne</td>
<td>Rodriguez, Olga</td>
</tr>
<tr>
<td>Carty, Michael</td>
<td>Schmidt, Michael</td>
</tr>
<tr>
<td>Chavira, Mary</td>
<td>Shaffner, Sue</td>
</tr>
<tr>
<td>Curry, Linda</td>
<td>Shute (Goldenberger), Jennifer</td>
</tr>
<tr>
<td>Garcia, Connie</td>
<td>Solorio-Garcia, Rosa</td>
</tr>
<tr>
<td>Johnson, Janet</td>
<td>Svilich, Michael</td>
</tr>
<tr>
<td>Kimber, Charles</td>
<td>Wahl, Joan</td>
</tr>
<tr>
<td>Krause, Marcia</td>
<td>Weddell, Tracy</td>
</tr>
<tr>
<td>Mack, Barbara</td>
<td>Wendt, Sandra</td>
</tr>
</tbody>
</table>
APPENDIX C

SALARY REGULATIONS

A. The annual salaries of unit members of the Richland School District shall be established on the basis of the adopted salary schedule. Receipt of verification must be made prior to September 10 of the contract year.

B. Regular credentialed unit members will be placed on the schedule according to training and experience as follows:

1. Experience to be accepted must be officially verified and credit for teaching experience in California may be established on the basis of that specified by the State Teachers Retirement System.
   a. One (1) year of experience will be credited for each full year of teaching in public schools.
   b. One (1) year of experience will be credited for each two (2) full years of teaching in comparable private schools.
   c. One (1) year of experience will be credited for each two (2) full years of experience in the armed forces.

2. All training must be verified by official transcripts.
   a. Only those units shall be counted for placement on the salary schedule beyond Class I which are (a) in the field of education or in a field which will directly aid in the unit member's assignment and (b) were taken subsequent to the awarding of the Bachelor's Degree or are those collegiate semester units or quarter units deemed to be graduate units and were not required for the completion of the Bachelor's Degree by the awarding college or university.
   b. Any unit member may request that his or her transcript be evaluated by the District.

C. Regular credentialed unit members will be advanced on the schedule according to additional training and experience as follows:

1. Any courses required for credential or advanced degree do not require prior approval. Evidence of such requirement must be furnished by the unit member. Prior approval is not necessary for any upper division or graduate course taken in the area of the unit member's teaching assignment.

2. Credit for correspondence courses will be given if the course is (a) offered by an advanced institution accredited by the Western Association of Schools and Colleges and/or the National Council for Accreditation of Teacher Education and (b) in the field of education or in a field which will directly aid in the unit member's assignment. Application for credit must be made prior to taking the course.

3. Credit for extension courses will be given if the course is (a) offered by an advanced institution accredited by the Western Association of Schools and Colleges and/or the National Council for Accreditation of Teacher Education and (b) in the field of education or in a field which will directly aid in the unit member's assignment. Application for credit must be made prior to attending the course.

4. Credit for junior college or lower division courses will be considered on an individual basis. Application for credit must be made prior to taking the course.

5. Credit for workshop, lecture series, and cultural activities will be considered on an individual basis in terms of the relationship to directly aid in the unit member's assignment. Application for credit must be made prior to attending the workshop, lecture series, or cultural activities.
6. To enable unit members to take advantage of school-sponsored workshops or special interest workshops of short duration offered by the college in the area, the following will apply:
   a. Unit members who take a college course(s) that meets regularly through one (1) or two (2) semesters may take additional units in workshops up to, but not exceeding, ten (10) semester units or fifteen (15) quarter units, but in no case may more than six (6) semester units or nine (9) quarter units be earned in workshops during one (1) teaching year.

7. Unit members who plan to take any work for advancement on the salary schedule should assure themselves that units earned will be accepted before they sign up for the work.
APPENDIX D

MEDICARE COVERAGE

The parties agree that the following procedures apply to implementation of Medicare contribution requirements commencing July 1, 1989.

A. Eligible Employees. All employees on the reorganized District's payroll as of July 1, 1989, are included except:
   1. Employees who were on the Lerdo School District payroll on June 30, 1989; and
   2. Those employees who were on the Richland School District payroll on June 30, 1989, and were already covered under Medicare.

B. Employer Contributions. The District agrees to make required employer contributions under the Medicare program effective July 1, 1989.

C. Employee Contributions. The District agrees to pick up and pay the required employee Medicare contribution for all "Eligible Employees" described in paragraph A of this Appendix.

D. Cessation of Employer Obligation to Pay Employee Contributions. The Employer's obligation to pick up and pay employee contributions under paragraph C of this Appendix for a particular employee or group above will cease upon the earliest to occur of the following events:
   1. A determination by the IRS, the Social Security Administration, or the Courts that the District is not required to impose Medicare coverage on the particular employee or group; or
   2. A change in the federal Medicare laws which mandates Medicare coverage for all public school employees or otherwise alters the present duty of the District or an employee to pay Medicare taxes.

E. Payment of Taxes Under Protest. The District will pay Medicare taxes under this Agreement under protest and reservation of rights pending the outcome of current or subsequent litigation. The protest and reservation of rights will be made by the District both for the District and staff members. If the Courts or administrative appeals agencies determine that the Association is an indispensable party to the protest, Association will join in the protest. The District will not be obligated to provide any in-lieu benefits.
## 2017-18 CERTIFICATED SALARY SCHEDULE
**Effective July 1, 2017**
1st Yr Teachers - 184 days
Returning Teachers - 183 days

<table>
<thead>
<tr>
<th>STEPS</th>
<th>CLASS I</th>
<th>CLASS II</th>
<th>CLASS III</th>
<th>CLASS IV</th>
<th>CLASS V</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>46,484</td>
<td>47,640</td>
<td>50,102</td>
<td>52,562</td>
<td>55,025</td>
</tr>
<tr>
<td>2</td>
<td>47,853</td>
<td>50,102</td>
<td>52,562</td>
<td>55,025</td>
<td>57,489</td>
</tr>
<tr>
<td>3</td>
<td>49,221</td>
<td>52,562</td>
<td>55,025</td>
<td>57,489</td>
<td>59,949</td>
</tr>
<tr>
<td>4</td>
<td>50,588</td>
<td>55,025</td>
<td>57,489</td>
<td>59,949</td>
<td>62,411</td>
</tr>
<tr>
<td>5</td>
<td>51,955</td>
<td>57,489</td>
<td>59,949</td>
<td>62,411</td>
<td>64,874</td>
</tr>
<tr>
<td>6</td>
<td>53,321</td>
<td>59,949</td>
<td>62,411</td>
<td>64,874</td>
<td>67,336</td>
</tr>
<tr>
<td>7</td>
<td>62,411</td>
<td>64,874</td>
<td>67,336</td>
<td>69,799</td>
<td>72,260</td>
</tr>
<tr>
<td>8</td>
<td>64,874</td>
<td>67,336</td>
<td>69,799</td>
<td>72,260</td>
<td>74,721</td>
</tr>
<tr>
<td>9</td>
<td>69,799</td>
<td>72,260</td>
<td>74,721</td>
<td>77,183</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>72,260</td>
<td>74,721</td>
<td>77,183</td>
<td>79,646</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td>77,183</td>
<td></td>
<td>79,646</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td>82,107</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td>84,569</td>
<td></td>
</tr>
</tbody>
</table>

**Degree Differential:** Recognition for advanced degrees will be allowed only for those degrees earned from advanced institutions accredited by the Western Association of Schools and Colleges and/or the National Council for Accreditation of Teacher Education (N.C.A.T.E.).

At any base rate on the salary schedule, an additional three and one-fourth percent (3 3/4%) per school year is paid for a Master's Degree, or an additional five percent (5%) per school year is paid for Ph.D. or equivalent degree. (An employee with both a Master's Degree and a Doctor's Degree will receive the five percent differential only.)

**Longevity Differential:** At any base classification rate on the schedule, 2% will be added to the contract of each certificated employee beginning the fifteenth consecutive year of paid service to the District in a certificated position, and .5% for every year thereafter.

**Class I Bachelor's Degree and Intern/Pre-Intern/Emergency Credential**
**Class II through V - Must hold a Preliminary or Professional Clear Credential or equivalent**
**Class II** Bachelor's Degree plus 30 approved Semester Units or 45 Quarter Units*
**Class III** Bachelor's Degree plus 45 approved Semester Units or 67 1/2 Quarter Units*
**Class IV** Bachelor's Degree plus 60 approved Semester Units or 90 Quarter Units*
**Class V** Bachelor's Degree plus 75 approved Semester Units or 112 1/2 Quarter Units*

*Only those collegiate Semester Units or Quarter Units may be counted which were taken subsequent to the awarding of the Bachelor's Degree or are those collegiate Semester Units or Quarter Units deemed to be Graduate Units and were not required for the completion of Bachelor's Degree by the awarding College or University.
2017-18 Salary Schedule

School Nurse
193 Days – Returning Staff - 8 Hours/Day
194 Days – 1st Year – 8 Hours/Day

<table>
<thead>
<tr>
<th>STEPS</th>
<th>SCHEDULE 1 Preliminary School Nurse Services Credential</th>
<th>SCHEDULE 2 Clear School Nurse Services Credential</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$61,169</td>
<td>$64,035</td>
</tr>
<tr>
<td>2</td>
<td>$64,035</td>
<td>$66,902</td>
</tr>
<tr>
<td>3</td>
<td>$66,902</td>
<td>$69,766</td>
</tr>
<tr>
<td>4</td>
<td>$69,766</td>
<td>$72,630</td>
</tr>
<tr>
<td>5</td>
<td>$72,630</td>
<td>$75,496</td>
</tr>
<tr>
<td>6</td>
<td>$75,496</td>
<td>$78,362</td>
</tr>
<tr>
<td>7</td>
<td>$78,362</td>
<td>$81,228</td>
</tr>
<tr>
<td>8</td>
<td>$81,228</td>
<td>$84,092</td>
</tr>
<tr>
<td>9</td>
<td>$84,092</td>
<td>$86,957</td>
</tr>
<tr>
<td>10</td>
<td>$86,957</td>
<td>$89,821</td>
</tr>
<tr>
<td>11</td>
<td>$89,821</td>
<td>$92,687</td>
</tr>
<tr>
<td>12</td>
<td></td>
<td>$95,552</td>
</tr>
<tr>
<td>13</td>
<td></td>
<td>$98,417</td>
</tr>
</tbody>
</table>

Advanced Degrees: At any base rate on the salary schedule, an additional three and one-fourth percent (3 ¼%) per school year is paid for a Master’s Degree, or an additional five percent (5%) per school year is paid for Ph.D. or equivalent degree. (An employee with both a Master’s Degree and a Doctor’s Degree will receive the five percent differential only.)

Degree Differential: Recognition for advanced degrees will be allowed only for those degrees earned from advanced institutions accredited by the Western Association of Schools and Colleges and/or the National Council for Accreditation of Teacher Education (N.C.A.T.E.).

Longevity Differential: At any base classification rate on the schedule, 2% will be added to the contract for each certificated employee beginning the fifteenth consecutive year of paid service to the District in a certificated position, and .05% for every year thereafter.

Stipend: Coordination of Medical Billing Programs – 3%

Placement on the Schedule: One year of experience will be credited for each full year of employment as a Registered Nurse.

Board Approved: 08/14/2017 \hspace{1cm} Effective: July 1, 2017
### 2018-19 CERTIFICATED SALARY SCHEDULE

Effective July 1, 2018

1st Yr Teachers - 184 days  
Returning Teachers - 183 days

<table>
<thead>
<tr>
<th>STEPS</th>
<th>CLASS I</th>
<th>CLASS II</th>
<th>CLASS III</th>
<th>CLASS IV</th>
<th>CLASS V</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>46,949</td>
<td>48,116</td>
<td>50,603</td>
<td>53,088</td>
<td>55,575</td>
</tr>
<tr>
<td>2</td>
<td>48,331</td>
<td>50,603</td>
<td>53,088</td>
<td>55,575</td>
<td>58,064</td>
</tr>
<tr>
<td>3</td>
<td>49,714</td>
<td>53,088</td>
<td>55,575</td>
<td>58,064</td>
<td>60,549</td>
</tr>
<tr>
<td>4</td>
<td>51,094</td>
<td>55,575</td>
<td>58,064</td>
<td>60,549</td>
<td>63,035</td>
</tr>
<tr>
<td>5</td>
<td>52,475</td>
<td>58,064</td>
<td>60,549</td>
<td>63,035</td>
<td>65,522</td>
</tr>
<tr>
<td>6</td>
<td>53,855</td>
<td>60,549</td>
<td>63,035</td>
<td>65,522</td>
<td>68,010</td>
</tr>
<tr>
<td>7</td>
<td>63,035</td>
<td>65,522</td>
<td>68,010</td>
<td>70,497</td>
<td>72,982</td>
</tr>
<tr>
<td>8</td>
<td>65,522</td>
<td>68,010</td>
<td>70,497</td>
<td>72,982</td>
<td>75,468</td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>70,497</td>
<td>72,982</td>
<td>75,468</td>
<td>77,955</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>72,982</td>
<td>75,468</td>
<td>77,955</td>
<td>80,442</td>
</tr>
<tr>
<td>11</td>
<td></td>
<td></td>
<td>77,955</td>
<td>80,442</td>
<td>82,928</td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>85,415</td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Degree Differential: Recognition for advanced degrees will be allowed only for those degrees earned from advanced institutions accredited by the Western Association of Schools and Colleges and/or the National Council for Accreditation of Teacher Education (N.C.A.T.E.).

At any base rate on the salary schedule, an additional three and one-fourth percent (3 1/4%) per school year is paid for a Master's Degree, or an additional five percent (5%) per school year is paid for Ph.D. or equivalent degree. (An employee with both a Master's Degree and a Doctor's Degree will receive the five percent differential only.)

Longevity Differential: At any base classification rate on the schedule, 2% will be added to the contract of each certificated employee beginning the fifteenth consecutive year of paid service to the District in a certificated position, and .5% for every year thereafter.

- **Class I Bachelor's Degree and Intern/Pre-Intern/Emergency Credential**
- **Class II through V** - Must hold a Preliminary or Professional Clear Credential or equivalent
- **Class II** Bachelor's Degree plus 30 approved Semester Units or 45 Quarter Units*
- **Class III** Bachelor's Degree plus 45 approved Semester Units or 67 1/2 Quarter Units*
- **Class IV** Bachelor's Degree plus 60 approved Semester Units or 90 Quarter Units*
- **Class V** Bachelor's Degree plus 75 approved Semester Units or 112 1/2 Quarter Units*

*Only those collegiate Semester Units or Quarter Units may be counted which were taken subsequent to the awarding of the Bachelor's Degree or are those collegiate Semester Units or Quarter Units deemed to be Graduate Units and were not required for the completion of Bachelor's Degree by the awarding College or University.
PLACEMENT ON THE SCHEDULE

New Teachers: Teachers new to the District may be granted up to ten years credit for out-of-district experience. They may be placed as high as Step 11.

1. One year of experience will be credited for each full year of teaching in public schools.
2. One year of experience will be credited for each two years of teaching in comparable private schools.
3. One year of experience will be credited for each two full years of experience in the Armed Forces.

STIPENDS: with the exception of all special education teachers, shall be limited to the positions listed, granted to teachers holding the appropriate credential – a preliminary or professional clear credential plus the specialized credential authorizing service in the position. The teacher must be assigned to the position in order to receive the stipend. Total amount for stipends shall not exceed 5% of base salary.

MIGRANT RESOURCE TEACHER ASSIGNMENT: 3%. Holds a regular teaching credential for the grade levels served, a Bilingual Specialist credential, and serves as a resource teacher supervising aides and the Migrant program in a school.

SPECIAL EDUCATION TEACHER ASSIGNMENT: 3%. A Special Education Specialist credential, and serves in a Special Day Class or Special Education Specialist position as authorized by credential.

ALTERNATIVE PROGRAM TEACHER ASSIGNMENT: 3%. Holds a regular teaching credential for the grade level taught and a Bilingual Specialist Credential, MS/Bilingual Emphasis, SS/Bilingual Emphasis, Bilingual Cross-cultural Language and Academic Development (BCLAD), or Bilingual Certificate of Competence.

LANGUAGE DEVELOPMENT SPECIALIST ENGLISH LANGUAGE MAINSTREAM TEACHER OR STRUCTURED ENGLISH IMMERSION CLASSROOM TEACHER: 1%. Holds a regular teaching credential for the grade level taught and a Language Development Specialist Certificate or a Cross-cultural Language and Academic Development (CLAD) California Teacher Credential or equivalent.

LIBRARIAN, COUNSELOR, NATIONALLY CERTIFIED TEACHER, READING SPECIALIST: 3%. Holds a regular teaching credential for the grade levels served and the specialist credential.

SCI CON: Each teacher who volunteers and accompanies students registered to attend SCI CON shall receive a fifty-dollar ($50) stipend per day of attendance (e.g. Monday to Friday two hundred and fifty dollars ($250)).

GRADE LEVEL CHAIR/DEPARTMENT CHAIR: Each teacher, who serves as grade level chair, shall receive a five hundred dollar ($500) stipend per year.

STAR TEAM: Each teacher, who serves as a member of STAR Team, shall receive a two thousand five hundred dollar ($2,500) stipend per year.

Board Approved: 08/14/2017
Effective Date: July 1, 2018
2018-19 Salary Schedule

*School Nurse*

193 Days – Returning Staff - 8 Hours/Day
194 Days – 1st Year – 8 Hours/Day

<table>
<thead>
<tr>
<th>STEPS</th>
<th>SCHEDULE 1 Preliminary School Nurse Services Credential</th>
<th>SCHEDULE 2 Clear School Nurse Services Credential</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$61,781</td>
<td>$64,675</td>
</tr>
<tr>
<td>2</td>
<td>$64,675</td>
<td>$67,571</td>
</tr>
<tr>
<td>3</td>
<td>$67,571</td>
<td>$70,463</td>
</tr>
<tr>
<td>4</td>
<td>$70,463</td>
<td>$73,357</td>
</tr>
<tr>
<td>5</td>
<td>$73,357</td>
<td>$76,251</td>
</tr>
<tr>
<td>6</td>
<td>$76,251</td>
<td>$79,146</td>
</tr>
<tr>
<td>7</td>
<td>$79,146</td>
<td>$82,041</td>
</tr>
<tr>
<td>8</td>
<td>$82,041</td>
<td>$84,933</td>
</tr>
<tr>
<td>9</td>
<td>$84,933</td>
<td>$87,826</td>
</tr>
<tr>
<td>10</td>
<td>$87,826</td>
<td>$90,719</td>
</tr>
<tr>
<td>11</td>
<td>$90,719</td>
<td>$93,614</td>
</tr>
<tr>
<td>12</td>
<td></td>
<td>$96,508</td>
</tr>
<tr>
<td>13</td>
<td></td>
<td>$99,401</td>
</tr>
</tbody>
</table>

Advanced Degrees: At any base rate on the salary schedule, an additional three and one-fourth percent (3 1/4%) per school year is paid for a Master’s Degree, or an additional five percent (5%) per school year is paid for Ph.D. or equivalent degree. (An employee with both a Master’s Degree and a Doctor’s Degree will receive the five percent differential only.)

Degree Differential: Recognition for advanced degrees will be allowed only for those degrees earned from advanced institutions accredited by the Western Association of Schools and Colleges and/or the National Council for Accreditation of Teacher Education (N.C.A.T.E.).

Longevity Differential: At any base classification rate on the schedule, 2% will be added to the contract for each certificated employee beginning the fifteenth consecutive year of paid service to the District in a certificated position, and .05% for every year thereafter.

Stipend: Coordination of Medical Billing Programs – 3%

Placement on the Schedule: One year of experience will be credited for each full year of employment as a Registered Nurse.

Board Approved: 08/14/2017

Effective: July 1, 2018