

AGREEMENT BETWEEN THE
RIPON UNIFIED DISTRICT TEACHERS ASSOCIATION CTA/ NEA
and the
RIPON UNIFIED SCHOOL DISTRICT
2011-2014

The following constitutes a bilateral agreement between the RUDTA/ CTA/ NEA and the Ripon Unified School District and will be recommended to and become effective when adopted by the Board of Trustees. This agreement, once adopted, shall remain in effect until June 30, 2014.

**For the Association
Committee Chairperson**

Date

**For the Association
President**

Date

**For the School District
Superintendent**

Date

**For the School Board
President**

Date

TABLE OF CONTENTS

TITLE -----	PAGE
ARTICLE 1 ~ AGREEMENT-----	3
ARTICLE 2 ~ RECOGNITION -----	3
ARTICLE 3 ~ SALARY AND OTHER COMPENSATION -----	3
ARTICLE 4 ~ CO-CURRICULAR & SUPPLEMENTARY WAGES -----	5
ARTICLE 5 ~ HOURS AND CALENDAR-----	6
ARTICLE 6 ~ CLASS SIZE -----	8
ARTICLE 7 ~ JOB SHARE -----	9
ARTICLE 8 ~ BENEFITS-----	10
ARTICLE 9 ~ LEAVES -----	11
ARTICLE 10 ~ TRANSFERS-----	17
ARTICLE 11 ~ EVALUATION -----	19
ARTICLE 12 ~ GRIEVANCE PROCEDURE -----	22
ARTICLE 13 ~ ASSOCIATION RIGHTS -----	24
ARTICLE 14 ~ MANAGEMENT RIGHTS -----	25
ARTICLE 15 ~ SAFETY-----	26
ARTICLE 16 ~ NON DISCRIMINATION-----	26
ARTICLE 17 ~ SAVINGS-----	26
ARTICLE 18 ~ PAR-----	26
ARTICLE 19 ~ PROGRESSIVE DISCIPLINE -----	32
APPENDIX A ~ CATASTROPHIC LEAVE PROGRAM-----	35
APPENDIX B ~ CATASTROPHIC MEDICAL CERTIFICATION FORM--	36
APPENDIX C ~ SALARY SCHEDULE -----	38
APPENDIX D ~ CO-CURRICULAR & SUPPLEMENTARY SCHEDULE--	38
APPENDIX E ~ HEALTH INSURANCE RATE SHEET-----	40
APPENDIX F ~ UNIT REQUEST FORM -----	42
APPENDIX G ~ SCHOOL CALENDAR -----	43
APPENDIX H ~ EVALUATION FORM-----	48

ARTICLE 1 ~ AGREEMENT

- 1.1 This bilateral and binding agreement constitutes the sole and entire existing agreement between the Ripon Unified District Teachers Association/ CTA / NEA hereafter referred to as the Association and the Ripon Unified School District, hereafter referred to as the District. The Agreement sets forth rate of pay, benefits, hours and specific conditions of employment as enumerated in the Agreement. It supersedes and cancels prior practices and agreements and expresses the obligations of both the Association and the District. All other matters or subjects not written herein have been waived, adjusted, compromised or mutually understood for the life of this document. The omission of any subject from this Agreement shall not constitute a precedent in the future. The District shall deal with all matters not expressly covered by this contract through the exercise of its management rights without prior negotiations during the life of this Agreement. The Association and the District acknowledge that each had opportunity to make proposals on subjects provided for in the scope of collective bargaining and the results of the agreement to the proposals are set forth in this Agreement. Therefore, the Association and District shall agree that the other shall not be obligated to bargain on any subject included in this Agreement or on any subject not included in this Agreement.
- 1.2 The Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
- 1.3 This Agreement shall remain in full force and effect from July 1, 2011 until June 30, 2014. Contributions for benefits defined in Article 8 will not be increased or decreased until issues have been negotiated.

ARTICLE 2 ~ RECOGNITION

- 2.1 The District recognizes the Association as the exclusive representative for all certificated classroom teachers **and counselors** on a full day or part day basis and those unit members designated temporary teachers.
- 2.2 The unit as defined does not include certificated staff designated as management, supervisory or confidential.

ARTICLE 3 ~ SALARY AND OTHER COMPENSATION

- 3.1 Each teacher will be placed on a semester unit/ yearly experience schedule of six (6) columns of BA/ BA+12 to BA+72 with ten (10) to fifteen (15) steps respectively.
 - 3.1.1 An increment will be paid for the 20th year of service determined by the placement on the wage schedule at the time of employment plus the years of service in this district to reach the 20th step providing the teacher is at or beyond the column 3 (BA+36) and has met the requirements set forth in section 3.10. Effective the 2001-02 school year, anniversary increments will be paid when the employee begins the year of service the anniversary increment is intended to recognize.
 - 3.1.2 A \$1,000 increment will be paid in the 25th year of service providing that the employee has been employed in the district in a certificated position 10 consecutive years and has reached column 6 (BA+72) step 20. This will be issued on the 11th year of employment.
 - 3.1.3 Each teacher who has completed his/ her BA which includes an imbedded credential program will be placed on the salary schedule at Column 2 (BA+24) with 24 units applied to their salary credit. Units that have been completed after the BA and the teaching credential have been granted and approved for salary credit will be addressed as required by Article 3.9 of the Agreement.
 - 3.1.4 Unit members must possess EL certification or unit members must provide verification they are actively pursuing EL certification through an approved program leading to EL certification.
- 3.2 Teachers working half-day or more or working less than a full year will receive prorated wages and benefits in direct proportion as their position is to a full day, full year position. Beginning in the 2008-09 school year, newly hired bargaining unit members must work 75% of the school year in order to move vertically on the salary schedule.
- 3.3 All units will be converted to semester units with placement on twelve (12) unit intervals.

- 3.4 Degrees and advanced preparation will be submitted and documented by the applicant at the time of employment.
- 3.5 Immediate past experience in teaching or work experience directly related to the employee's teaching assignment as determined by the District shall be submitted and documented by the applicant at the time of employment. Such experience will be counted toward salary schedule placement in full, if a teacher comes from an accredited public school.
- 3.6 Each unit member will annually prepare an Individual Professional Development Plan. This plan must be approved by the site or program administrator.
 - 3.6.1 The schedule for completion of this process shall be:
 - 3.6.1.1 Three weeks after the start of school, each unit member will submit to the site or program administrator a draft Individual Professional Development Plan.
 - 3.6.1.2 Five weeks after the start of school, the site or program administrator shall return any unapproved plans with comments and suggestions.
 - 3.6.1.3 Seven weeks after the start of school, the unit member shall submit an amended plan for consideration by the site or program administrator.
 - 3.6.1.4 If the submitted plan is still not approved by the site or program administrator, the unit member and the administrator will schedule a meeting with the Superintendent within seven working days and an attempt made to resolve any differences.
 - 3.6.1.5 If agreement is not reached at this meeting, a second meeting will be held within the next seven working days.
 - 3.6.1.6 If the unit member has made a good faith effort to meet all steps of the process and the plan is still not approved, the last proposal submitted by the unit member will be implemented for the school year. Implementation will be limited to only one of the four areas of the plan (addressing evaluation issues; addressing site professional development areas; addressing district professional development areas; addressing areas of personal interest or need), with priority given to the lowest numbered area.
 - 3.6.1.7 If the unit member has not made a good faith effort to meet all steps of the process, the plan will be deemed to be unapproved and no staff development activities will be approved for salary credit for that school year.
 - 3.6.2 Prior approval of coursework taken in support of the Individual Professional Development Plan must be requested at least three calendar weeks prior to the commencement of the course. A decision regarding the approval of the course and reasons for disapproval, if applicable, shall be submitted to the teacher within two weeks of the request date.
 - 3.6.2.1 Failure of a unit member to adhere to the submission deadlines will remove the course from consideration for salary credit.
 - 3.6.2.2 If the site administrator fails to submit a decision to the teacher within the timeline in 3.6.2, the course shall be deemed approved.
 - 3.6.3 Units taken in support of the Individual Professional Development Plan and for advancement on the salary schedule shall be college/ university units. Units granted by accredited institutions or sponsored coursework which is approved by the site administrator shall be acceptable for advancement on the salary schedule.
 - 3.6.4 If approved coursework is a correspondence course, the member will submit a log of hours devoted to the course. There will be 15 hours for each semester unit and time to be credited for these courses may not occur during normal working hours.
 - 3.6.5 Upon completion of each course taken for salary credit, a transcript or course grade card must be filed with the district office to validate the credit.
 - 3.6.6 Teachers shall use the Unit Request Form (Appendix F).
- 3.7 Forms referred to in 3.6 will be submitted by May 15 of the fiscal year prior to the anticipated salary change. Exceptions may be made for extenuating circumstances including canceled classes.
- 3.8 Transcripts or grade cards shall be submitted to the district by unit members on or before October 5 of the same fiscal year to qualify for any change in salary for that year.
 - 3.8.1 If a transcript or grade card is submitted on or before August 5th and it affects the employee's placement on the salary schedule, the employee will be paid the new salary effective with the August payroll. If an employee submits a transcript or grade card

- between August 6th and October 5th the employee will have their salary adjusted on the October payroll. A retro check for prior month(s) will be paid on the next payroll run.
- 3.9 Lateral movement and placement on the salary schedule shall occur in the fiscal year following the year in which the coursework was completed and when the unit member has completed enough approved units to advance to the next column of the salary schedule.
- 3.10 Teachers who are classified as Category 4 on the final evaluation (Appendix H) due to receiving an Unsatisfactory shall have one year in which to improve their evaluation, following the Improvement Plan set forth by the administrator in section 11.4. If, in the following year, the teacher receives "Unsatisfactory" in the same area on the yearly evaluation, the unit member will not advance vertically on the salary schedule.
- 3.10.1 If a unit member receives "Unsatisfactory" marks such that vertical advancement is denied, the unit member may request evaluation by another district administrator selected by the unit member for the following year.
- 3.10.2 It is expected that teachers in grades K-8 will demonstrate appropriate subject matter knowledge in the areas of reading, language arts, mathematics, science, art, music, physical education, health, and social studies. Teachers in grades 9-12 will demonstrate appropriate subject matter knowledge in the areas of language arts, mathematics, science, and social studies.
- 3.11 The Board may pay a stipend and/or actual costs of training or retraining in those instructional areas identified by the trustees as recommended by the administration. If these activities involve collegiate coursework, the unit member may not use the coursework for lateral salary movement.
- 3.12 At the beginning of the 2001-02 school year, certificated employees will receive any salary schedule adjustment earned for service. However, if during the period of time the State budget is being developed a combination of COLA and deficit funding level for the succeeding year results in a net adjustment to the Revenue Limit at or below 2%, the district may unilaterally implement a freeze in wages until it has met with representatives of the certificated employees to negotiate the impact of such a development.
- 3.13 For current salary schedule, refer to Appendix C.
- 3.14 Re-Openers
- 3.14.1 On or after March 1st of each year, either the district or RUDTA may request to reopen negotiations on wages, co-curricular stipends, benefits and hours and calendar. Each party may also reopen on one other article already in the contract.

ARTICLE 4 ~ CO-CURRICULAR & SUPPLEMENTARY WAGES

- 4.1 Extra Duty Pay Stipends: For current schedule of extra duty pay stipends, refer to Appendix D.
- 4.1.1 Agriculture Instructors, in recognition of the extended nature of their assignment, will be compensated with a stipend. The total stipend will not exceed 50% and it will be divided amongst the teachers in discussion between district administration and department chair.
- 4.1.2 High School Counselor - 8% of wages. Work day will be extended 75 minutes and work year extended 10 days.
- 4.1.3 JROTC instructors, in recognition of the extended nature of their assignment, will be compensated with a 17.5% stipend based on their minimum instructor pay (MIP). JROTC instructors hired before 2009 will be compensated at the 2008-09 stipend level until stipend becomes commensurate with other extended year teachers.**
- 4.2 Noon hour or after school intramural programs will be for 30 to 45 minutes/day for 5 days/ week.
- 4.3 Approved elementary athletic seasons, length of the season, number of contests, appropriate practice times, length of practice and other operating policies and staff assignments shall be determined by the school principal after considering recommendations from the athletic director and/or staff. The district administration will approve programs and activities to be offered each year.
- 4.4 An approved elementary athletic season is defined as at least 8 (school time) weeks long, practice time of not less than 1 hour and not more than 2 hours/ regular school day and team

membership of at least one different person for each position or event which constitutes a full team or roster.

- 4.5 In the case of elementary programs, an approved season also requires every team member to play in one-half of one-half of the scheduled contests. Students considered for athletic practice and contest participation must be eligible for such activity as determined by the rules and regulations developed by the coaching staff and principal at each school.
- 4.6 As these conditions, or any other requirements listed in the job description for all head coaches, elementary, or secondary, are unmet, a prorated stipend will be paid.
- 4.7 In the case of drama, if the number of supervising personnel participating in the supervision of drama productions exceeds two, the stipend will be divided between the supervisors in a manner to be determined by the staff participants.

ARTICLE 5 ~ HOURS AND CALENDAR

- 5.1 **The work year for each full time teaching position shall be 184 days for returning teachers and 185 days for new teachers.** The work year is composed of teaching days, in-service days and organizational meeting days. Teachers notified on or before the last regularly scheduled pupil day shall be available for assignment from the school administration up to and including the last working day prior to June 30 with the exception that if no notification occurred, the Superintendent may declare that in his/her opinion a situation exists such that a teacher(s) must report for assignment but such assignment shall not extend beyond the last working day prior to June 30. In order to call a teacher back once a teacher has completed final check out approved by the site administrator, the Superintendent must declare that a situation exists necessitating the reporting of a teacher(s) assignment. This shall not be used for the following: 1) in-service 2) curriculum development 3) inventory 4) disciplinary actions against a teacher(s) and 5) committee assignments.
- 5.2 The normal on-duty work for each full time teaching position shall start at 7:45 a.m. and end at 3:15 p.m., except for activities in 5.4. Modifications may be made by the school principal as specific needs arise and each decision shall be on an independent and individual basis.
- 5.2.1 The staff at each site will meet with the site administrator to determine how children will be supervised if buses run excessively late. Buses will be deemed excessively late if the teacher is on duty in excess of 10 minutes past the end of the contracted work day. The plan developed by each site will be submitted to the Superintendent for review and approval.
- 5.3 The student-teacher contact time normally referred to as the instructional day or teaching time shall be in 180 days:

Grade	Student Day	Total in 180 Days
K-3	8:15 - 2:00	50,400
4-6	8:15 - 2:50	57,000
7-8	8:15 - 2:50	59,700
9-12	7:50 – 3:00	64,800
Alternative School - 43,200 minutes plus independent study equivalent to 12 hr/ semester unit.		
Community Day School – 64,800 minutes.		

- 5.3.1 In grades 4-8 on the second Monday in October, December, January, March and May, the teaching day shall end at 2:00 and the faculty meeting scheduled for that month shall be held on that day beginning at 2:15. The 7-8 grade teaching day will be modified to allow the weekly in-service day to accommodate 4-8 staff. The 7-8 teaching day recess and passing time will be modified to allow weekly in-service days for K-8 staff.
- 5.3.1.1 For grades **4-8** on every Monday and **Wednesday unless changed in board adopted calendar** of the school year the teaching day shall end at 2:00 p.m.
- 5.3.2 The high school administration, in consultation with the staff, may utilize any minutes in excess of 64,800 to establish minimum days. The schedule of minimum days is subject to review and approval by the Board of Trustees and shall not violate applicable provisions of the Education Code.
- 5.3.3 In the following, pupil days are considered to be the normal daily pattern of regular or minimum days, holidays, adjust times, finals, unavailability of staff, in-service, and

other adjusted daily schedules and in no way impacts the potential instructional and/ or preparation time guidelines below:

Grades K-3	50 minutes/ day.
Grades 4-6	125 minutes average time/ week.
Grades 7-8	125 minutes average per week.
Grades 9-12	45 minutes per day

5.3.4 Preparation time is that time during which a teacher prepares for instruction, grades papers or does other activities that support the instructional act. This time is from instructional minutes only.

5.3.5 Nothing in 5.3.1 or 5.3.2 shall prohibit the principal and staff from mutually agreeing to adjust their recess, lunch and teaching day times in order to regulate or accumulate minutes for modified days as approved by the district administration. Nothing in this section shall preclude the school principal from adjusting teaching time, lunch hour, recess, etc., providing the total number of minutes/ year per grade level in 5.3 remains unchanged.

5.4 In addition to the on-duty work time and classroom instructional time in 5.2 and 5.3 above, the normal and regular teaching assignment may be extended to include but not be limited to performance of administratively assigned duties: faculty, committee and in-service meetings; assistance in curriculum and course of study development; supervision of extracurricular and student activities; parent/ community conferences and programs; and completion of records and reports. Administratively assigned duties will be averaged for each school site and an individual's assignment will not vary by more than 15% of the site average.

5.4.1 For the high school, on or before the last teacher work day of each school year, the anticipated extra duty supervision assignments for the following school year will be determined by the site administrator and the faculty. At this time extra duty assignments may be continued, added or deleted. The certificated staff and site administrator will develop a weighted system for the assignments to be made. The distribution of assignments will be equitable as determined by a maximum difference of 15% from the average assignments.

5.4.1.1 Changes in assignment hours necessitated by changes in need occurring after the year's schedule has been developed and beyond the control of the school (i.e., additional athletic contests, addition of another sport) shall be covered by assigning hours to the certificated staff with the lowest number of units already assigned. Assignments shall not violate the requirement that differences be within 15%. The total amount of change under this section shall be limited to raising all certificated staff members to 15% above the average assignment at the beginning of the school year.

5.4.1.2 Changes in extra duty hours necessitated by a change in requirements due to a request by a certificated staff member (i.e., new club, additional support at some event) shall be made only with the mutual consent of the certificated staff. If mutual consent is not possible, the change creating the need for additional supervision shall not be instituted until it can be discussed at the annual meeting to discuss anticipated coverage needs for the next year.

5.4.1.3 Any certificated staff member may initiate an activity requiring additional supervision and provide that supervision on a voluntary basis. This supervision will be in addition to assigned supervision duties for the year and not included in determining the staff member's position relative to the average assignment for the year. Voluntary supervision will be subject to the same terms and conditions as scheduled assignments.

5.5 Teachers shall have at least a 30 minute duty free lunch. The lunch hour may be altered by the school principal. Minutes of a shortened lunch hour will be added to succeeding lunch hours such that a total lunchtime shall remain the same in the year. The above shall not preclude the staff and principal of a school mutually agreeing to a shortened lunch hour for purposes of acquiring time for an earlier dismissal, in-service, etc. If the adjusted schedule affects transportation, district approval is required.

5.6 Substitute Service

5.6.1 The district will attempt to secure substitutes for district programs i.e., music, speech, special education, alternative school, PE

- 5.6.2 No unit member shall be required to substitute for another employee except in cases where time to obtain a substitute is not available or it is stated by the administrator that no other substitute is available. (i.e., an employee becomes ill during the teaching day, an employee has a family emergency during the teaching day, scheduling of an extracurricular event or staff development opportunity with less than 24 hour notice) or it is demonstrated by the administrator that no other substitute is available.
- 5.6.3 Teachers required by the administrator to substitute for other staff during a prep period may accumulate the substitute service and, when equivalent to an instructional day for one's assignment, shall be paid a substitute's daily wage. At the end of the year partial days will be paid at a prorated rate. Teacher assignment will be made subject to section 5.6.2 and required coverage will not result in release time for the teacher as compensation for coverage.
 - 5.6.3.1 Teachers will submit a timesheet if prep time is lost due to being Teacher-In-Charge while site administrator is absent. The rate of pay is Tier One of the substitute teacher salary schedule.**
- 5.6.4 A log will be kept by each principal for each reason one teacher substitutes for another. The log will be used for information in future negotiations and include the date, absent teacher, reason for the absence, length of the absence and the substitute teacher.
- 5.7 Absences, other than those authorized by the Hours and Leaves sections of this Agreement, from teaching, extra-curricular or professional duties which are not approved by the administration may cause a deduction in the employee's pay.
- 5.8 Calendars are attached as Appendix G. The district and RUDTA shall commence discussions of details of the calendars for the following years no later than February of the school year preceding implementation of the calendar.
 - 5.8.1 If the calendar contains a break at the end of the first quarter and a staff development day is scheduled for the Monday after that break, that staff development day will be used as a teacher work day to enable them to determine first quarter grades and prepare for parent teacher conferences.

ARTICLE 6 ~ CLASS SIZE

- 6.1 Association and the District recognize the importance of low teacher/ pupil ratios in providing a quality educational program for the students.
- 6.2 The staffing philosophy of the district is not to exceed a teacher/pupil ratio of 1/25 respectively.
- 6.3 No class size shall exceed any specifications regulated by the California Education Code unless mutually agreed to do so in those situations requiring waivers and when Association approval is required.
- 6.4 The District shall provide the Association with a list of all classes exceeding the ratio established in Section 6.5 by more than 15% on a quarterly basis.
- 6.5 The preferred teacher-pupil ratios are:
 - 6.5.1 K-8 each full time assignment per teacher - 1:25 The impact of mainstreamed SDC students will be considered when class assignments are made that cause the number of students assigned to a regular education teacher to exceed this desired ratio.
 - 6.5.2 9-12 each average full time assignment per teacher - 1:25
 - 6.5.3 PE grades K-12 each full time assignment per teacher - 1:35
 - 6.5.4 Vocal and instrumental music - no established ratio
 - 6.5.5 ISGI & SDC - no established ratio
 - 6.5.6 Resource Specialist – as defined by law
- 6.6 Should any teacher be assigned to a regular teaching assignment with a number of students that exceeds the ratio in 6.5 by more than 15%, the Administration shall meet with the teacher within 15 teaching days of the beginning of the school year and, in subsequent cases, within 5 school days of determining or being notified that the enrollment has exceeded the ratio in 6.5 by more than 15% for the purpose of determining the impact of the increased enrollment on that class, and to discuss remedies to the problems that are a result of the increase. The discussion between the administrator and the teacher will focus on the impact the increased class size is having on the instructional program and what needs to be done to address that

impact. Possible remedies may include, but not be limited to, the District providing additional aide time, additional preparation time, additional supplies, additional staff, additional classrooms, additional equipment and/or teaching stations, and/or extra teaching compensation.

ARTICLE 7 ~ JOB SHARE

7.1 APPLICATION PROCESS

- 7.1.1 Teachers wishing to participate in the Job Sharing Program must first apply through their principal to the personnel office. Only unit members who have jointly agreed to work together will be placed in shared teaching assignments. Mutual agreement between the teachers, and the site principal, as well as the approval of the Superintendent and the School Board is required before the shared teaching assignment can be finalized and implemented.
- 7.1.2 A condition of entry into shared teaching shall be that the affected teachers will mutually agree, in writing, who will retain the shared teaching position whenever the Job Share ends. The tenured teacher who doesn't retain the position will apply for transfer and be given preference over new employees according to procedures outlined in the contract.
- 7.1.3 Teachers wishing to participate in the Job Sharing Program must be employed by the district with permanent status and provide notice of intent to create a Job Share to the Superintendent before February 1 of the school year preceding the school year in which they wish to job share.
- 7.1.4 For the first year of participation, participating teachers shall request a part-time leave of absence from their full-time position.
- 7.1.5 Teachers electing to continue in the Job Share Program beyond the first year shall, as a condition of continuing in the program, resign whatever percentage of their full-time position that is not necessary for their continued employment as a part-time employee under this program. This will not affect the seniority of the participants; however entitlement to a full-time position will be affected.
- 7.1.6 Both teachers will be in attendance the first and last days of school, parent/ teacher conference days, back to school night, open house, and all contract staff development days. Both teachers will be fully compensated for contracted staff development days.
- 7.1.7 Teachers will submit a plan for the Job Share showing how the responsibilities of the Job Share will be divided. The administration and Board must approve the plan, before the Job Share will be approved. The plan will include:
 - 7.1.7.1 A common planning time.
 - 7.1.7.2 How continuity of curriculum will be addressed.
 - 7.1.7.3 How general information on students and site will be shared.
 - 7.1.7.4 Whether or not partners will substitute for each other in the event of a short-term illness.

7.2 RETURNING TO FULL-TIME STATUS

- 7.2.1 Teachers wishing to return to full-time status after one year's participation in the program shall be assigned on the following basis:
 - 7.2.1.1 Reassigned to the position they left if the position is vacant or filled by a person on temporary contract.
 - 7.2.1.2 If the teacher's position is not available, the teacher will be assigned to a position for which the teacher is properly credentialed. If the teacher's original position becomes available within 36 months of the time the teacher wished to return and was unable to do so, the teacher will be given first opportunity to take the position. If the teacher refuses the position, all future rights to the position will be surrendered.
- 7.2.2 Teachers wishing to return to full-time status after more than one year's participation in the program shall be granted full-time contracts only if a full-time position for which the teacher is properly credentialed is available.

7.3 GENERAL

- 7.3.1 Shared teaching assignments shall be approved for a maximum of one school year at a time.

- 7.3.2 Shared teaching assignments shall be limited as follows
 - 7.3.2.1 K-8 Sites – two full time teaching positions per site may be filled with Job Share assignments.
 - 7.3.2.2 High School – no more than one full time teaching position per department or subject area may be filled with a Job Share assignment.
 - 7.3.2.3 Additional job share position at a site may be approved following discussions between the association and the district.
- 7.3.3 A teacher on a shared assignment who performs substitute duties outside of his/her assignment during unassigned work time shall be paid according to the current substitute salary schedule.
- 7.3.4 If a job sharer leaves for an extended period due to illness, etc., the remaining partner would be encouraged to take over full-time.
- 7.3.5 Sick Leave will be prorated based on the percentage of the job share workdays.
- 7.3.6 Adjunct duties and preparation periods shall be proportionate to the contract percentage to which the teachers are assigned. In addition, the teachers may be required to attend meetings or other job-related activities that do not occur during their work duty time.
- 7.3.7 Movement on the Salary Schedule
 - 7.3.7.1 Employed less than 25% of the year – 1 step for 4 years of consecutive employment.
 - 7.3.7.2 Employed 25% - 49% of the year – 1 step for 3 years of consecutive employment.
 - 7.3.7.3 Employed 50% - 74% of the year – 1 step for 2 years of consecutive employment.
 - 7.3.7.4 Employed 75% of the year or more – 1 step for 1 year of employment.
- 7.3.8 Benefits (Medical, Dental, Vision)
 - 7.3.8.1 For teachers whose contracted work year is 50% or more of the regular contracted work year, the district contribution would be prorated to the percent of each teacher's work year. For teachers employed less than 50% of the regular contracted work year, there would be no benefits available.

ARTICLE 8 ~ BENEFITS

8.1 HEALTH BENEFITS

- 8.1.1 The district will offer medical, vision and dental insurance. If a change in carriers causes a change in the minimum benefits before June 30, 2011 the change may be negotiated at the request of either the RUDTA or the district.
- 8.1.2 The basic medical plan(s) will be the plan(s) negotiated by the district and the association.

8.2 The district will pay health benefits as specified in Appendix E toward the specified coverage. The district contribution may be sufficient to pay the required premium for the coverage selected by the employee. If the employee selects coverage or if the negotiated programs have a premium higher than the district contribution, the employee shall have a payroll deduction on a tenths basis for the difference between the insurance premium and the district contribution.

8.3 RETIREE HEALTH BENEFITS AGE 55 – 60

- 8.3.1 During the terms of this agreement the district will pay the stated district contribution for each fiscal year toward the premiums for health coverage for each retiree and family which the retiree selects from the district sponsored program. Certificated employees hired for the 2001-02 school year and subsequent years must be employed in a full-time certificated position for 10 consecutive years prior to retirement to qualify for this benefit. Qualifications for retiree benefits for all employees, including Job Shares established in 2008-09 or after, shall be determined by the employee's status during the last 10 consecutive years of employment. If an employee works for 10 consecutive years but is full time for less than 10 consecutive years, retiree benefits afforded by this section will be paid on a prorated basis. If the loss of the ability to work full time is due to factors beyond the control of the employee, the district shall meet with Association representatives before a decision is made on handling retiree benefits.

8.4 RETIREE HEALTH BENEFITS AGE 61 - 65

- 8.4.1 If a bargaining unit member retires between age 61 and 65 the district will pay, each fiscal year, 1/2 the stated district contribution for medical insurance only toward the employee premium for a retiree-selected program from the negotiated health insurance plans (medical, dental, vision) if the unit member opts to pay the remaining amount of the premium. This benefit will cease when the retiree reaches the age at which he/she qualifies for Medicare coverage. The employee must be employed by the school district in a full-time position covered by the bargaining unit 10 consecutive years prior to retirement to qualify for this benefit. Qualifications for retiree benefits for all employees, including Job Shares established in 2008-09 or after, shall be determined by the employee's status during the last 10 consecutive years of employment. If an employee works for 10 consecutive years but is full-time for less than 10 consecutive years, retiree benefits afforded by this section will be paid on a prorated basis. If the loss of the ability to work full time is due to factors beyond the control of the employee, the district shall meet with Association representatives before a decision is made on handling retiree benefits.
- 8.5 The district will provide employees with access to a Section 125 plan. All activity related to this plan shall be between the employees and the provider.
- 8.6 On or before February 1st of each year RUDTA or the District may initiate discussions regarding the implementation of the Golden Handshake.
- 8.7 Newly employed teachers will receive health benefits the first month following receipt of their first paycheck. In general, the teacher will receive benefits the following month if the teacher starts work on or before the 15th of the month.

ARTICLE 9 ~ LEAVES

- 9.1 **ILLNESS OR ACCIDENT LEAVE (SICK LEAVE)**
- 9.1.1 All unit members shall be entitled to ten (10) days of sick leave per year on an accumulative basis. Those hired on a part-time basis or after the beginning of the instructional year shall be granted sick leave on a pro-rata basis.
- 9.1.1.1 Adult Education teachers shall be entitled to one work day of sick leave for each month of employment.
- 9.1.1.2 Unit members who are regular, full-time employees of the district shall receive this sick leave in addition to that credited for regular day service. Sick leave accumulated for adult education assignments shall be used only for absence due to illness from the adult education assignment. The sick leave may be accumulated from year-to-year but will not be reported to STRS.
- 9.1.1.3 Sick leave accumulated for adult education service may be used for personal necessity leave subject to the terms and conditions of this contract.
- 9.1.2 When an illness or accident prevents the return of an employee after the employee has used all accumulated sick leave the employee shall be paid the difference between the employee's salary and that of a substitute for a period of five (5) months. The 100 days and the accumulated sick leave shall begin consecutively. In the event of an industrial accident, the 60 days provided in 9.2 shall precede use of the 5 months differential pay. If no substitute is hired, the deduction of substitute's salary shall be at the lowest rate paid substitutes. All benefits will continue during periods of paid leave.
- 9.1.3 An employee returning from illness or accident leave shall be given his/her prior assignment upon return as provided in 1.5.
- 9.1.4 The district shall grant additional unpaid medical leave at the request of an employee, up to one year. The employee's request shall be supported by a letter from his/her physician. The employee shall be allowed to pay his/her premiums and remain in the fringe benefit programs. The district may grant an additional year of leave at the request of the employee.
- 9.1.5 An employee must obtain a physician's opinion concerning the employee's ability to work or to verify any absence if directed by the Superintendent or his designate.
- 9.2 **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE (WORKER'S COMPENSATION)**

- 9.2.1 Section 44984 of the Education Code is supplemental as follows:
- 9.2.1.1 The number of days for one leave or the total number of days allowed in one school year for more than one such leave shall not exceed sixty days (60).
 - 9.2.1.2 The teacher's temporary disability indemnity and the portion of salary due him/ her during his/ her absence shall equal his/ her full salary.
 - 9.2.1.3 The 60 days provided in 9.2 shall precede use of all available sick leave and 5 months differential (100 days) pay. If no substitute is hired, the deduction of substitute's salary shall be at the lowest rate paid substitutes. All benefits will continue during periods of paid leave.
 - 9.2.1.4 If dockages owed the district cross over fiscal years, then a repayment schedule will be produced between the district and the employee not to exceed one year. This limitation can be extended by mutual agreement between the employee and the district.
 - 9.2.1.5 A teacher shall be deemed to have recovered from an industrial accident or illness, and is thereby deemed able to return to work, at such time as he/ she and his/ her physician agree that there has been such a recovery.
 - 9.2.1.6 An industrial accident or illness as used in this paragraph means any injury or illness during the work day while performing administratively assigned duties, while classroom teaching or while acting in the capacity of a school employee during a previously approved school activity.
 - 9.2.1.7 A teacher using this leave shall return to his/ her same position as deemed appropriate by the district based on the job description and medical opinion.

9.3 PREGNANCY LEAVE

- 9.3.1 An employee shall use accumulated sick leave for that period of time she is temporarily disabled from employment due to childbirth and recovery. The date that disability from childbirth begins and ends shall be determined by the employee and her physician and/ or a district selected physician if necessary. Accumulated sick leave shall apply to the number of days of temporary disability due to childbirth during which time payroll and fringe benefits will be maintained by the district due to childbirth and recovery that is considered an illness. (See 9.1)

9.4 MATERNAL/ CHILD REARING LEAVE

- 9.4.1 Upon written request by a full time regularly employed teacher who is a natural or adopting parent, the Board of Trustees shall grant an unpaid leave immediately following the adoption of a child or at the end of a pregnancy leave for the purpose of the teacher to rear his/ her child providing that the number of days of the maternal leave when in combination with a pregnancy leave shall not exceed 75% or more of the school year.
- 9.4.2 The leave shall be limited to a maximum of one semester in one school year with the beginning and ending dates determined by the administration and with the dates coinciding with the school semester or grading periods whenever possible.
- 9.4.3 The teacher may maintain fringe benefits by reimbursing the district for the district's share of the premiums
- 9.4.4 Sections 9.4.4 shall be subject to any requirements of the Family Medical Leave Act (FMLA).
- 9.4.5 The teacher shall notify the district at least 4 weeks in advance of the requested date for the leave to commence.
- 9.4.6 Under special circumstances agreed to by the employee and approved by the Board of Trustees, the leave may be modified after it has been approved.

9.5 BEREAVEMENT LEAVE

- 9.5.1 Three (3) days, or five (5) days if over three hundred (300) one way travel miles is required, of leave with pay shall be granted an employee upon the death of any member of his/ her immediate family. "Members of the immediate family" as used herein means the mother, father, step-mother, step-father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, brother or sister of the employee, or any relative living in the immediate household of the employee.
- 9.5.2 If the employee wishes to attend the funeral of a member of the immediate family as defined in the contract, the employee will be granted Bereavement Leave per Section

9.5.1 of the Agreement. If the absence will extend beyond the defined limits of Bereavement leave, the extended absence, up to seven days, shall be charged to Personal Necessity Leave. If the absence extends beyond the limits of Personal Necessity Leave, the employee's salary will be deducted at the employee's daily rate.

9.5.3 If the employee wishes to attend the funeral of a person who is not a member of the immediate family, as defined in the contract, the employee shall use a Personal/ Confidential Day. If the funeral is more than 300 miles from the employee's home, an additional two Personal Necessity Days may be used to attend the funeral. If the length of absence due to the funeral exceeds the days indicated above, the employee may use any other available Personal Necessity Days with a deduction of the substitute costs. If absence to attend a funeral begins with available Personal Necessity Days, any days of absence to attend the funeral in excess of those available days will result in the deduction of the substitution rate. If the employee has no Personal Necessity Days available and chooses to attend the funeral, the employee's daily rate will be deducted for all days of absence.

9.5.3.1 Use of Personal Necessity Leave to attend the funeral of a person not a member of the immediate family can occur only once during the school year. Subsequent funeral attendance for this reason will be handled under the terms of Article 9.6.2 of the Agreement.

9.6 PERSONAL NECESSITY LEAVE

9.6.1 Accumulated sick leave not in excess of seven (7) days per year may be used by an employee, at his/her election, in cases of personal necessity. Prior administrative approval is required in all cases except:

9.6.1.1 Death or serious illness of a member of his/ her immediate family.

9.6.1.1.1 Members of the "immediate family" as used for personal necessity means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

9.6.1.2 Accident, involving his/ her person or property, or the person or property of a member of his/ her immediate family, or the birth of his/ her child.

9.6.1.3 Appearance in court or before any administrative tribunal as a litigant, party or witness under subpoena or order.

9.6.2 With respect to Personal Necessity Leave, approval will be for incidents that meet the letter of the law. Issues that might be an extension of the law may be approved (a) with the use of Personal Necessity Leave in the case of incidents that are beyond the control of the employee or (b) use of a Personal/ Confidential Day or a substitute deduction in cases where the incident is within the control of the employee. Incidents that are not defined by the law or subject to an extension of the law will result in a substitute deduction and may be denied.

9.6.3 It is understood that a compelling confidential leave may not be used for recreation, gainful employment, association activities, work stoppage or additional income purposes, or to avoid attendance on in-service or parent conference days. (After the leave, the unit member shall provide additional verification of the use of the leave if the District has a compelling need.) **All 7 personal necessity days will be reclassified as 7 personal confidential days. (The 7 personal confidential days are included in the 10 days of sick leave, allotted to each teacher each year. Any unused personal confidential days will be carried over to the next school year as sick leave days. Personal confidential days do not accrue from year to year.) Use of Personal Confidential days will require pre-approval from site administrator.**

9.6.4 Teachers may use any Personal Necessity Leave available to address personal needs associated with the adoption of a child.

9.6.5 Personal Necessity Leave is not accumulated from year to year.

9.7 CATASTROPHIC LEAVE

9.7.1 PURPOSE:

- 9.7.1.1 The District has determined that a Catastrophic Leave Program shall be developed for the benefit of permanent unit members of the Ripon Unified School District.
- 9.7.1.2 Permanent unit member is an employee who has been a permanent employee of the District for one full year.
- 9.7.1.3 Permanent certificated unit members will be permitted to donate eligible leave to other permanent unit members of the District who have exhausted all leave entitlements. If a unit member or a member of the unit member's family suffers from a catastrophic illness or injury, the unit member may request eligible leave from the program.
- 9.7.1.4 The Catastrophic Leave Program shall be administered by the **District-wide Catastrophic Leave Committee**. The committee shall be composed of **two (2) representatives of CSEA**, two (2) representatives of RUDTA and two (2) District administration and will serve two (2) year terms.
- 9.7.2 INDEMNIFICATION OF DISTRICT:
 - 9.7.2.1 Eligible unit members who donate or receive eligible leave under the Catastrophic Leave Program shall specifically hold the District, its Board of Education members, officers, trustees, employees, and the program's committee members harmless with respect to the Catastrophic Leave Program.
 - 9.7.2.2 The District's Board of Education members, officers, trustees, employees, and the program's committee members shall not be responsible in any way nor held liable for the following actions, including but not limited to the development and administration of the Catastrophic Leave Program.
 - 9.7.2.3 The Catastrophic Leave Program shall be in accordance with Education Code Section 44043.5.
- 9.7.3 DEFINITIONS:
 - 9.7.3.1 For purposes of administering the Catastrophic Leave Program, the following definitions shall apply:
 - 9.7.3.2 Permanent Unit Member: A permanent unit member is a classified unit member who has achieved permanent status and has been an employee for one year.
 - 9.7.3.3 Eligible Leave Credits: Eligible leave credits is earned sick leave accrued to the donating unit members.
 - 9.7.3.4 Catastrophic Illness or Injury: (As defined by Education Code Section 44043.5) means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family which incapacity requires the unit member to take time off from work for an extended period of time for that family member, and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other time off.
 - 9.7.3.4.1 Incapacitates: means unable to care or provide for themselves requiring the immediate attention of the employee.
 - 9.7.3.4.2 Extended Period: means at least thirty (30) calendar days but not more than twelve (12) calendar months.
 - 9.7.3.4.3 Sick Leave Hours: shall be of equal value regardless of job classification, pay range or position of the donating employee.
 - 9.7.3.5 Family Member: For purposes of this policy, a family member is defined as a spouse, child, legally adopted child, mother or father, step-mother or step-father, or any relative living in the home of the unit member for whom the unit member has sole

responsibility. The committee will give consideration to special circumstances.

9.7.3.6 Maximum Donation: A maximum donation shall be no more than five (5) days. Sick leave may not be transferred by any unit member who, following transfer of the designated sick leave will have less than fifteen (15) days of accumulated sick leave. Donations may be made by permanent unit members as defined in section 9.7.2.

9.7.3.7 Minimum Donation: The initial minimum donation is the equivalent of one day of earned sick leave for a full-time unit member. A minimum donation is required in order to be eligible to draw from the Program, and the donation must be made prior to the onset of the catastrophic illness or injury. Donations may be made by permanent unit members as defined in section 9.7.2.

9.7.3.8 Exhaustion of Leave Entitlement: The unit member has exhausted all paid leave entitlement when all accrued paid leave, including sick leave differential, has been used.

9.7.3.9 Health Benefits: The unit member may maintain health benefits by reimbursing the District for the district's share of the premiums.

9.7.3.10 Maximum Use of Leave: Catastrophic leave shall be available on a one time basis for each employee not to exceed twelve calendar months.

9.7.4 PROCEDURE:

9.7.4.1 The permanent unit member who is, or whose family member is, suffering from a catastrophic illness or injury shall submit a written request for leave donation to the Catastrophic Leave Committee on a form provided by the Committee. The unit member must have exhausted all entitlement to paid leave in order to be eligible for leave donations.

9.7.4.2 Verification of the nature of the illness/disability, anticipated length of absence, and prognosis for recovery must be provided by a medical doctor on a form developed and provided by the Committee. Reasons requiring the presence of the unit member to care for a family member may be required. Further information such as information of financial hardship may be requested by the Committee.

9.7.4.3 Final determination of whether to grant the catastrophic leave will be made by a majority vote of the Catastrophic Leave Committee. Consideration will be given to whether the incapacitated unit member has a permanent disability.

9.7.4.4 Leave requests will be evaluated monthly. Pay will not be granted for any day the unit member is not formally scheduled to work. A unit member who received paid leave pursuant to this policy shall use any leave that he or she continues to accrue on a monthly basis prior to receiving paid leave donated by other unit members.

9.7.4.5 A statement regarding the availability of the Catastrophic Leave Program will be added to the annual statement of leave balances provided to all unit members as well as information on the minimum donation required to participate in the Program. A member may only donate to the program at the beginning of each school year on a form provided by the Personnel office.

9.7.4.6 Contributions under this section shall not cause a unit member's differential leave provision to begin again.

9.7.4.7 Catastrophic leave shall not be available to any injury or illness that is a result of work related illness or injury.

9.8 JURY DUTY LEAVE

- 9.8.1 The district shall grant a leave of absence to an employee for jury duty without loss of district paid wages or benefits. Jury duty pay other than reimbursed expenses paid the employee for such service shall be payable to the district.
 - 9.8.1.1 Absence for jury duty is for the purpose of serving on a jury. If an employee is dismissed from jury duty before 11:00 A.M., the employee is to return to work for the afternoon. If an employee has been directed by the jury commissioner's office to call in about jury duty during the work day, the employee will report to work and contact the jury commissioner's office from the school. If the employee is directed to report for jury duty, the employee may leave school in time to reach the location of service.
 - 9.8.1.2 If a certificated employee is called for jury duty and that service is scheduled to occur on contracted work days, and the certificated employee is able to defer the service to non-contracted work days, the district will pay the employee the minimum substitute teacher daily rate for the days served on the deferred jury duty service. To qualify for this compensation the certificated employee will have to present proof that the initial call for jury duty would have occurred on contracted work days and that the jury duty was served on non-contracted work days within 12 months of the originally scheduled jury duty.
- 9.9 FAMILY CARE AND MEDICAL LEAVE
 - 9.9.1 In accordance with state and federal law and Board Policy, eligible unit members shall be granted family care and medical leave, without discrimination. Employees who are granted such leave shall be employed in the same or a comparable position upon returning from family care and medical leave.
- 9.10 OTHER LEAVES
 - 9.10.1 The Board may accept and act on other leave requests, determine any wages or benefits, beginning and ending dates, conditions of leave and responsibilities of the employee and the Board. Any such leave shall not be in excess of one (1) school year.
- 9.11 SABBATICAL LEAVE
 - 9.11.1 A teacher may request an unpaid leave of absence for purposes of pursuing an approved educational program under 9.10.
 - 9.11.2 A teacher may request a paid leave of absence for the purposes of pursuing an approved educational program as provided in the Education Code. The conditions of the paid leave are
 - 9.11.2.1 one semester in length or as required by residency program requirements not to exceed one year.
 - 9.11.2.2 one-half of the salary for the length of the sabbatical year.
 - 9.11.2.3 continued district maintenance of the fringe benefit program as though the employee was not on leave.
 - 9.11.3 The number of teachers on sabbatical shall not exceed five percent (5%) of the teaching staff rounded to the nearest whole number.
 - 9.11.4 The educational program shall be
 - 9.11.4.1 appropriate to the Level 2 and 3
 - 9.11.4.2 appropriate to the current teaching assignment or to a previously identified future teaching assignment
 - 9.11.4.3 accompanied by a recommendation from the principal
 - 9.11.4.4 approved by the Board of Trustees
- 9.12 Teachers wishing to voluntarily reduce their contract from less than a 1.0 FTE, may do so, only if the following conditions apply.
 - 9.12.1 Full Time Permanent Teacher for 3 years.
 - 9.12.2 Approval by Site Administrator
 - 9.12.3 Request for Leave in Writing Annually to Superintendent and School Board no later than February 1st of each year.
- 9.13 Approval of the voluntary reduction in contract, will not affect the teachers seniority or full-time FTE in the district. It is expected that the employee will return to full-time FTE the subsequent year of the leave, unless a new request is submitted by February 1st. Nothing in this section supersedes the Job Share language in Articles 7.1.5 and 7.2.2.

ARTICLE 10 ~ TRANSFERS

10.1 DEFINITION

10.1.1 A transfer is a change of assignment from one grade level to another, one subject area to another, or one site to another. Transfers may involve regular teaching assignments, co-curricular assignments, or extracurricular assignments. In the case of co-curricular or extracurricular duties at a site not the site of the teaching assignment and if that employee has performed the same co-curricular or extracurricular duties, if requested, at his/her teaching site for a period of 5 years or more and his/her leaving that position can be adequately covered as determined by the site administrator, the fact that the employee is teaching at one site and performing co-curricular or extracurricular duties at another shall not be a consideration in evaluating the employee's application for the adjunct position. The above does not preclude any employee from applying for any district position or the administration from accepting that application.

10.1.1.1 **"Assignment"** refers to the yearly placement of a teacher for the succeeding school year without a change in grade level, school, or District-wide program.

10.1.1.2 **"Voluntary Reassignment"** refers to the movement of a unit member to another subject area, one grade level to another grade level or one configuration to another (i.e., grade level shifts, team teaching, self-contained to a departmentalized assignment, or other configuration within the same school site.

10.1.1.3 **"Involuntary Transfer/ Reassignment/ Grade Level Shifts"** refers to Administratively Instituted Transfers.

10.1.1.4 **"Displacement"** refers to a probationary or permanent teacher being involuntarily transferred from his/her position due to decrease in enrollment, elimination or reduction of a particular kind of service, or lack of appropriate certification based on an educational program need.

10.1.1.5 **"Itinerant Teachers"** are defined as Roving Music and PE

10.1.1.6 **"School"** consists of all sites administered by the same principal.

10.1.1.7 **"Transfer"** refers to any action which results in a change of schools. A transfer may be employee or employer initiated.

10.1.1.8 **"Vacancy"** is an unfilled unit position that the District intends to fill.

10.1.1.9 **"New Position"** a new position that has never existed in the district or particular kinds of service that was eliminated due to budget cuts.

10.2 PROCEDURE FOR POSTING OF VACANCY NOTICES.

10.2.1 Within two (2) working days after official district action is taken that results in a certificated vacancy at a school site, the personnel department shall notify the certificated staff at that school, in writing, that the vacancy exists. That notice shall also inform the site staff of the possibility that other positions might come open as a result of filling the known vacancy with a site employee. Site certificated staff interested in filling the vacancy or any possible vacancies that might occur as a result of reassigning site personnel, shall notify the personnel department of interest in any vacancy within five working days of the posting of the initial vacancy announcement. This notification shall be in writing. Vacancies that exist after this procedure has been followed will be posted according to 10.2.2

10.2.2 Vacancies which exist after procedures defined in 10.2.1 have been implemented will be posted at all school sites. District wide vacancy notices shall be posted as soon as they are known to the personnel department. Certificated staff will have five (5) working days to submit a Request to Interview Form to the district office. Forms will be available at each school site and must be delivered to the district office on or before the close of business on the fifth working day following the posting of the notice at the school sites. Each notice will only contain new positions that have been created and are unfilled since the last posting.

10.2.3 If the process defined in 10.2.2 results in a vacancy at a school site, the provisions of 10.2.1 will be implemented at that site before any openings are posted district wide.

- 10.2.4 Five days before the last working day of the school year, certificated employees will be given the opportunity to indicate if they would like to be considered for any openings that might occur during the summer. Employees will indicate at a minimum the grade level group (primary, intermediate, upper grade, high school subject area) and school site for which they would like consideration. If a vacancy occurs during the summer, employees who have indicated an interest in the position will be contacted for an interview. If the employee does not respond to a notice of the opening within five (5) days of being notified of the opening, the district will have no further obligation to consider the employee.
- 10.2.5 Certificated employees who request consideration for a vacancy and who meet the qualifications as described in 10.3.3 will be given first consideration as described in the Section 10.3 and 10.5 for hiring.
- 10.3 PROCEDURE FOR HANDLING VOLUNTARY TRANSFERS.
 - 10.3.1 The district shall make available, at each site, Request to Interview Forms. A teacher may also submit a Request to Interview Form subsequent to the posting of a vacancy pursuant to the posting procedures stated in 10.2.1 and 10.2.2.
 - 10.3.2 A teacher's seniority is established to be the initial date of service to the district.
 - 10.3.3 When two or more teachers apply for the same opening, the administration shall determine who best meets the criteria that may include but is not limited to:
 - 10.3.3.1 appropriate credential
 - 10.3.3.2 teaching experience of the applicant related to the opening for which he/ she is applying
 - 10.3.3.3 experience outside of teaching which relates to the opening
 - 10.3.3.4 in the professional judgment of the principal, two principals involved and/ or the superintendent, the
 - 10.3.3.4.1 student-teacher ratio
 - 10.3.3.4.2 compatibility with staff
 - 10.3.3.4.3 effect on curriculum of the current and new position, department or grade level
 - 10.3.3.4.4 ability to work with specific age levels of children
 - 10.3.3.4.5 desired balance in sex equity, ethnicity and other areas related to affirmative action, desegregation and similar programs
 - 10.3.3.4.6 Knowledge of methods, techniques, skills, materials and equipment necessary in the new assignment.
 - 10.3.4 For new vacancies that occur after April 15, posting procedures shall remain the same. However, district employees will be part of any pool of employees developed through outside interviews and will receive no added consideration for being a district employee.
 - 10.3.5 The district reserves the right to make the final decision that shall not be discriminatory or arbitrary. In those situations when the criteria are substantially equal, the teacher with the greatest seniority within the district shall be granted the transfer.
 - 10.3.6 If a teacher's request for a voluntary transfer is denied, the teacher may request and shall receive written reasons for the denial. The annual list does not preclude teacher expression of multiple interests or interest revisions.
 - 10.3.7 Special education teachers may request a transfer to a regular education assignment. The request must be submitted on or before March 15. The request may be denied if a suitable replacement cannot be found. If a special education teacher who-has been in a full time special education position for five consecutive years and has permanent status has requested a transfer to a regular education position and had the request denied, the teacher, in a subsequent year, may request a transfer to regular education assignment on or before March 15 and the request shall be granted, assuming a position for which the teacher is qualified is available.
- 10.4 INVOLUNTARY TRANSFERS
 - 10.4.1 Teachers shall be involuntarily transferred only for good and sufficient reason as determined by the administration.

- 10.4.2 No vacancy shall be filled by means of an involuntary transfer if there is a qualified volunteer available to fill the vacancy. The criteria in 10.3.3 will be used to determine who is most qualified.
- 10.4.3 Notice of involuntary transfer shall be given to teachers by the end of the school year or as soon thereafter as possible.
- 10.4.4 The involuntary transfer shall take place only after a meeting between the teacher and the principal or superintendent, if the teacher requests such a meeting. The teacher shall have the right to representation at the meeting and be notified of the reasons for the transfer. A good faith effort to find alternative solutions will be made by the District if the teacher objects to the proposed transfer.
- 10.4.5 A teacher transferred after the beginning of the school year shall be given at least ten (10) working days' notice before the actual transfer occurs.
- 10.4.6 A teacher transferred within thirty (30) calendar days before the beginning of the school year or after the school year begins shall be granted three (3) days of release time to make the transfer if requested in writing by the teacher.
- 10.4.7 Involuntary transfer to facilitate the placement of "Displaced Teachers" is as follows
 - 10.4.7.1 The principal of each site shall conduct a Staff meeting, which will include all teachers who have been displaced at the site, to expedite the site shuffle. If there are two displaced staff members who want the same site position and all their qualifications are equal, the teacher with the most District Seniority will be placed in the position.
 - 10.4.7.2 Following the site shuffle, each Principal will notify the Superintendent of positions that remain open at their site.
 - 10.4.7.3 Displaced teachers, who did not select a position within their site shuffle, and displaced itinerant teachers, will be given a list of the positions open in the District, and will be able to use their displaced status to select one of these positions. If more than one displaced teacher wants the same position and all their qualifications are equal, then the teacher with the most District Seniority will be placed in the position.
 - 10.4.7.4 A teacher, who has been displaced from their site, may return to the site they were displaced from or to an open itinerant position, if a position, for which they are qualified, opens before the subsequent school year. Once a displaced teacher accepts a position at the site they were displaced from or an itinerant position, they have completed their transfer process for the year. This doesn't preclude a teacher from participating in the voluntary transfer. (10.3)
 - 10.4.7.5 Any positions that remain open after the displaced teachers have been placed will be posted for teachers who were not displaced. The regular Contract Transfer process will apply to these positions.
- 10.5 A teacher returning from leave shall be allowed to return to his/her teaching assignment exclusive of site if that assignment still exists or may change teaching assignment with the mutual consent between the teacher and administration.
- 10.6 The District shall provide custodial and vehicular assistance in moving supplies, furniture and materials between classrooms and schools to those who request such assistance.

ARTICLE 11 ~ EVALUATION

11.1 EVALUATOR

11.1.1 The principal, superintendent or personal designee is responsible for the evaluation.

11.2 PROCESS FOR DETERMINING STANDARDS

11.2.1 Prior to the first scheduled observation or October 15, whichever comes first, the evaluator shall meet with unit members to be evaluated and conclude a conference which will include a review of the

11.2.1.1 job description and assignment

11.2.1.2 policy and guidelines for certificated evaluation

11.2.1.3 evaluation criteria and report which shall include assessments in

- 11.2.1.3.1 the progress of pupils toward standards of expected pupil achievement at each grade level in each area of study
- 11.2.1.3.2 the instructional techniques and strategies used by the employee
- 11.2.1.3.3 the employee's adherence to curricular objectives
- 11.2.1.3.4 the establishment and maintenance of a suitable learning environment
- 11.2.1.3.5 the employee's attendance, preparation, organization and performance of his/ her assigned duties
- 11.2.1.3.6 additional duties not part of the assigned duties or student activities are subject to evaluation after a review of the job description for that duty
- 11.2.1.3.7 duties that are not related to curriculum or part of a student activity shall not be evaluated as part of the teacher's classroom performance but separated as performance of additional duties.

11.2.2 Level 3 - Board adopted course outlines

11.2.3 Level 4 - Principal approved teacher plans to implement Level 3.

11.2.4 If a teacher believes that the assignment or the standards are not commensurate with his/her competency or the available resources, he or she may attach a statement addressing the issues that in his or her opinion constrain the accomplishment of the programs, goals and objectives.

11.3 CALENDAR FOR EVALUATION

11.3.1 Teacher Categories for purposes of evaluation are described below:

11.3.1.1 CATEGORY 1 - Permanent teachers with satisfactory evaluations will be evaluated every other year and will have a minimum of one observation each semester. With the agreement of both the unit member and the evaluator, the number of classroom observations may be reduced to one scheduled observation per year in the case of obvious satisfactory performance by the tenured teacher.

11.3.1.2 CATEGORY 2 - Unit members with permanent status who have been employed at least 10 years continuously with the district, are highly qualified as defined in 20 U.C.S. Sec. 7801(ESEA), and whose previous two evaluations rated the employee as Satisfactory with no indicated areas for improvement, shall be evaluated every five years if the unit member and evaluator consent to the schedule. Teachers on the five (5) year evaluation cycle shall be evaluated during their 5th year.

11.3.1.2.1 The unit member will remain on the five-year evaluation cycle unless one or more of the following occur:

11.3.1.2.1.1 The unit member is reassigned per Article 11. If the transferred employee is currently on a five-year evaluation schedule, the employee will be evaluated the first year of the transfer. If the evaluation is satisfactory, the employee will be placed on a new five-year evaluation schedule. If the transferred employee receives any ratings of Needs Improvement or Unsatisfactory, annual evaluations will continue until the employee receives all ratings of Satisfactory on two consecutive evaluations. At that time the employee will be placed on a new five year evaluation schedule.

11.3.1.2.1.2 The unit member receives a letter of concern as the result of at least one informal observation conducted no later than the third year of the cycle by the site administrator or designee.

11.3.1.2.1.3 The unit member is notified by the site administrator of justifiable cause for removing the unit member from the five-year cycle. This notification shall be in writing and received by the

unit member no later than May 15 of the year in which removal will occur.

11.3.1.3 CATEGORY 3 - Probationary and Temporary teachers will be evaluated every year and will have a minimum of one observation each quarter, at least one of which will be unscheduled. Objectives for Category 3 teachers will be mutually determined by the administrator and the teacher following the first formal observation (at the post-observation conference.)

11.3.1.4 CATEGORY 4 - Teachers who have received one or more “unsatisfactory” or “needs to improve” recommendations on their previous year’s Summary Evaluation. These teachers must be placed on a “Professional Improvement Plan”.

11.3.1.4.1 Category 4 teachers will have a minimum of one observation each quarter, at least one of which will be unscheduled.

11.3.1.4.2 Objectives for Category 4 teachers will be stated as performance indicators from those areas marked as ‘unsatisfactory’ or ‘needs to improve’. These objectives will be cited on the Professional Improvement Plan. There shall be no more than three (3) performance objectives cited for improvement,

11.3.2 An administrator may place a teacher on a Professional Improvement Plan during the evaluation year or at the end of the year for the following year, based on observations.

11.3.3 A teacher placed on a Professional Improvement Plan during the year will be either a Category 4 teacher the following year or will be released at the Summary Evaluation Conference as a Category 1 teacher based on the evaluator’s recommendation.

11.3.4 Evaluation observations will not occur during the first week of school, the week before Thanksgiving, Christmas vacation or for the high school, the week of Homecoming.

11.3.5 One of the scheduled observations, for tenured teachers, must be completed in the first four (4) months of service during the year, which the employee is scheduled to be observed.

11.3.6 Evaluation summaries, for tenured teachers, will be based on a minimum of at least two scheduled observations. Scheduled observations require a pre-conference, a post-conference and the use of the written observation forms. Unscheduled observations require the completion of the Observation Form only.

11.3.7 Post-Observation Conferences must be held within three (3) days unless the teacher agrees to extend the timeline to an agreed upon date, not to exceed five (5) days. The written “Teacher Observation” form must be in the teacher’s hands the day following the observation.

11.3.8 Evaluation Summaries shall be discussed and given to the employees, in written form, by May 15. The Evaluation Summary may include specific commendations and recommendations for each employee. Where “Needs to Improve” or “Unsatisfactory” is marked, the evaluator shall list specific suggestions for improvement and how he/ she will assist the employee to improve. A Strategy for Assistance will be attached to the Summary Evaluation.

11.3.9 All teachers will prepare Stull Bill Objectives annually. However, permanent teachers who have received a satisfactory evaluation (excludes any permanent teacher who has received a “Needs to Improve” or “Unsatisfactory” rating) will not prepare Stull Bill Objectives for the year following the evaluation.

11.3.10 All permanent teachers will continue to write Individual Professional Development Plans each year.

11.4 IMPROVEMENT PLAN

11.4.1 If the evaluator determined that there is unsatisfactory effort or progress the evaluator must specifically list, in writing.

11.4.1.1 what is unsatisfactory

11.4.1.2 what must be done to make an unsatisfactory situation satisfactory

11.4.1.3 what measurements or standards will be used to determine progress

11.4.2 If a teacher agrees, a committee of peers may be used to observe the teacher's efforts and to recommend to the teacher suggestions deemed appropriate by the committee.

- These recommendations shall not become a part of the evaluative process or teacher's personal file.
- 11.5 **PUBLIC CHARGE**
- 11.5.1 A repeated charge or any charge by a member of the general public which has not been resolved by conference or explanation must be put in writing and signed if that charge is to be part of the evaluative process. A teacher may participate in the conference on a voluntary basis.
- 11.5.2 Any written charge must be referred to the teacher who may initiate a conference with the charging party.
- 11.5.3 The teacher may attach a written response to the charge.
- 11.6 **Material to be placed in the Personnel File**
- 11.6.1 All evaluative material intended to be placed in the district personnel file shall be signed and dated by the evaluator and a copy provided to the teacher. Within 30 working days thereafter the teacher may prepare a written response to that evaluation to be placed in the personnel file if he/ she chooses to do so.
- 11.7 **Access to Personnel File**
- 11.7.1 A teacher may review the contents of his/ her personal file and upon the receipt in the district office of written permission from that teacher; an Association representative may review the teacher's personal file.
- 11.8 The teachers are governed by E.C. 44932 et al and Board Policy regarding possible disciplinary action.

ARTICLE 12 ~ GRIEVANCE PROCEDURE

- 12.1 This grievance procedure is for the sole purpose of settling disputes which arise from alleged improper interpretation, inconsistent application or violation of this Agreement and shall not apply to board policy, administration order, or operating procedures not specifically covered in this Agreement. A grievant is a member of the unit who may within 30 calendar days of the date of an alleged grievance file a grievance with his/ her immediate supervisor.
- 12.1.1 a grievant is a
- 12.1.1.1 unit member with a grievance.
- 12.1.1.2 a designated unit member representing a group of employees who allege the same violation of the Agreement.
- 12.1.1.3 the Association only as the grievance applies to Association Right
- 12.1.2 Work days are those days when the District office is normally open.
- 12.1.3 Individuals and groups of employees may have an Association representative present at any level of the grievance procedure.
- 12.1.4 Separate grievance file shall be kept apart from the grievant regular personnel file. Such file shall be confidential. Appropriate District and Association representatives shall also have access to the file.
- 12.1.5 Participating in the grievance procedure shall in no way adversely affect the grievant's employment relationship with the District.
- 12.1.6 A grievant shall notify the RUDTA Grievance Chairperson when a grievance is going to be filed.
- 12.2 **LEVELS**
- 12.2.1 **LEVEL ONE** - The grievant and his/ her supervisor shall make every reasonable effort to resolve the difficulty at this level in an informal manner.
- 12.2.2 **LEVEL TWO** - The grievant shall notify the immediate supervisor in writing that he/ she is formally registering a grievance. If the immediate supervisor is the principal, the grievant shall begin his/ her formal grievance at Level 3 using the format of Level 2.
- 12.2.2.1 The written submission to the supervisor shall include
- 12.2.2.1.1 date of alleged grievance,
- 12.2.2.1.2 the specific section of the contract that was violated
- 12.2.2.1.3 a description of the grievance listing names, dates, places, and events and why these specifics are a violation of the Agreement
- 12.2.2.1.4 the steps taken to resolve the grievance at Level 1

- 12.2.2.1.5 the specific actions the grievant believes would remedy the grievance.
- 12.2.2.1.6 The supervisor shall within 5 working days prepare in writing the solution he/she proposes, if any, and forward a copy of the grievance and the decision to the grievant.
- 12.2.3 LEVEL THREE – PRINCIPAL
 - 12.2.3.1 If the grievant is not satisfied with the decision evolving from Level 2, he/she, within 5 working days after receiving the supervisor's decision may request the principal, in writing, to conduct a formal investigation of the grievance.
 - 12.2.3.2 The Principal:
 - 12.2.3.2.1 shall review all available written information
 - 12.2.3.2.2 obtain additional information as necessary
 - 12.2.3.2.3 conclude the investigation within 10 working days following the receipt of the grievance, prepare in writing the solution he/she proposes, if any, and forward a copy of the grievance and the decision to the grievant.
- 12.2.4 LEVEL FOUR – SUPERINTENDENT
 - 12.2.4.1 If the grievant is not satisfied with the decision evolving from Level 3, the grievant may within 5 working days of receiving the decision of the principal, request the Superintendent to formally conduct an investigation. The Superintendent shall follow the steps in Level 3.
- 12.2.5 LEVEL 5 – CONCILIATION
 - 12.2.5.1 If the grievant is not satisfied with the Level 4 decision, he/she may request the Association to seek conciliation pursuant to the section.
 - 12.2.5.2 The Association, if concurring with the grievant's request to seek conciliation, shall, within ten (10) working days, request the California Conciliation Service to provide a conciliator to assist the Association and the District to resolve the grievance. Copies of the written request to the Conciliation Service will be sent to the Superintendent and the grievant when the request is made.
 - 12.2.5.3 The conciliator shall not make any written or public recommendations relative to the grievance. If the grievant and/or the Superintendent do not agree to the conciliator's proposed solution, or cannot resolve the matter in some other way by mutual agreement, the grievant may appeal to the Board of Trustees within ten (10) working days of the conclusion of the conciliator's meeting.
- 12.2.6 LEVEL 6 - BOARD OF TRUSTEES
 - 12.2.6.1 Either party may submit a written request for a hearing before the Board. The Board shall have available all records and transcripts of the previous efforts to resolve the grievance.
 - 12.2.6.2 The Board shall conduct a hearing in executive session with all parties present. The parties shall review the evidence and provide testimony as necessary. The hearing shall be held at the first regularly scheduled Board meeting after the request is made.
 - 12.2.6.3 The Board shall render its decision within 30 calendar days after the conclusion of the hearing. The Board's decision will be submitted in writing to the parties.
 - 12.2.6.4 The grievant may choose to by-pass Level 5 and move directly from Level 4 to Level 6.
 - 12.2.6.5 The decision of the Board shall be considered final and binding on the parties, except that the Board's decision does not preclude the grievant from seeking redress through appropriate legal channels.
 - 12.2.6.6 The Board shall give its proposed decision in writing to the Association at least 3 days in advance of the date of announcing its proposed decision.
- 12.3 Nothing in this Article shall be interpreted to mean that either party surrenders its rights to due process through other appropriate channels.
- 12.4 The grievant reserves the right to terminate the grievance at any level.

- 12.5 Failure by management to abide by time lines shall automatically advance the process to the next level. Failure by the employee or the Association to abide by the time limits shall terminate the grievance.
- 12.6 The parties may extend time lines by mutual consent.
- 12.7 The parties agree to make available to each other all pertinent information not privileged under law in their possession or control and which is relevant to the issues raised by the grievance.

ARTICLE 13 ~ ASSOCIATION RIGHTS

13.1 MEMBERSHIP

- 13.1.1 The Association shall establish yearly dues and provide timely notification to the District of any changes.
- 13.1.2 Unit members employed for less than a full time assignment may join the Association for partial payment of dues in an amount required by the Association.

13.2 PAYROLL DEDUCTION OF DUES

- 13.2.1 For those members on payroll deduction, dues will normally be deducted on an **(11) eleven month** basis or the equivalent for a prorated membership.
- 13.2.2 Employees will indicate in writing on a yearly basis their desire to join in a payroll deduction plan. Employees joining the Association may be required to complete other payroll deduction forms as required by the Association or District.
- 13.2.3 Member contributions may be increased or decreased as directed by the Association. The district will make the appropriate change for the payroll period that may be adjusted following the written notification from the Association of the change in deduction.
- 13.2.4 The District will forward deducted funds or cooperate with the county in such manner that deducted funds may be forwarded in a timely manner to the Association.

13.2.5 AGENCY FEES

- 13.2.5.1 The District agrees to deduct agency fees, as required by SB 1960, from the pay of unit members who do not become members of the Association.
- 13.2.5.2 With respect to all sums deducted by the District for membership dues or agency fees, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- 13.2.5.3 The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.

13.2.6 RELIGIOUS OBJECTORS

- 13.2.6.1 Any unit member who qualifies as a religious objector shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of an agency fee, sums equal to such agency fees to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 50 © (3) of Title 26 of the Internal Revenue Code:
 - 13.2.6.1.1 American Cancer Society
 - 13.2.6.1.2 RUDTA Student Scholarship Fund
 - 13.2.6.1.3 Red Cross
- 13.2.6.2 To receive religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. Forms for this purpose may be obtained from the Association. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before October 31 for each school year.
- 13.2.6.3 Proof of payment shall be made on an annual basis to the Association and Employer as a condition of continued exemption from the payment of agency fees. Proof of payment shall be in the form of a

canceled check indicating the amount paid, date of payment, and to whom payment in lieu of the agency fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before September 10 for each school year.

13.2.6.4 Any unit member making payments as set forth in sections above, and who requests that the grievance or arbitration provisions of the Agreement be used in her or his behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

- 13.3 The Association may utilize the intra-district mails, teacher mailboxes, and a designated bulletin board in each school for staff intra-communication and information.
- 13.4 The Association may request the school principal to place them on a faculty meeting agenda for the purpose of sharing information and/or making announcements consistent with the business of the Association.
- 13.5 The Association representative(s) will report to the school office before visiting unit members at school during the stated school hours and may visit unit members unless the representative(s) is informed by the teacher or principal that conducting business at that time is interfering with the school program.
- 13.6 The Association may use the various school sites at reasonable times as properly approved and scheduled by the principal in order to conduct official business of the Association.
- 13.7 The school district upon request of the Association will furnish a list of names, teaching assignments and work locations of unit members to the Association.
- 13.8 Representatives of RUDTA will be granted a reasonable amount of release time for purposes of negotiations. RUDTA and the District agree that the negotiations process can have an impact on employee productivity and the efficient operation of the district. Both groups will strive to complete the negotiations process in a reasonable amount of time. If either party can establish that the process is taking an unreasonable amount of time to complete, it is agreed that a definition of "reasonable" will be the subject of negotiations.
- 13.9 The Association may, upon request, review non-confidential records at reasonable times during office hours and receive copies of data necessary for association business. The District may charge for the clerical time and copies.
- 13.10 One Association officer or designee may, with prior administrative approval, be granted up to one hour per month to conduct Association business. Providing substitute service is available, one Association officer or designee may be granted a maximum of two days of released time per year to conduct Association business. The cost of the substitute will be paid by the Association.
- 13.11 Every effort shall be made to place at least one RUDTA member on interview committees formed for the hiring of teachers and site or district administrators. These participants should possess necessary qualifications or experience to make meaningful contributions to the process (high school department chairs, members of departments or grade levels in which the candidates will be working).

ARTICLE 14 ~ MANAGEMENT RIGHTS

- 14.1 The District retains all of the authority and power to direct the operation of the school district to the extent provided by law, to include but not limited to:
 - 14.1.1 employ, assign, direct the work, evaluate, promote, discipline and terminate employees
 - 14.1.2 determine education goals, objectives, curriculum, programs, services, staff, equipment, supplies and to provide an educational delivery system
 - 14.1.3 development of a district budget, determine and appropriate income, approve expenditures, establish funds, provide a chart of accounts, audit funds, contract work and educational programs provided such work shall not reduce the current number of employees in the bargaining unit.
 - 14.1.4 construct, remodel, maintain, obtain, open, close, or assign buildings, grounds, sites, instructional and non-instructional equipment.
 - 14.1.5 adopt policies, rules and regulations to effectively and efficiently carry out the duties and responsibilities of management.

- 14.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms are in conformity with the laws of the State of California.
- 14.3 In the event of an emergency, the District has the right to amend or rescind any part(s) of this contract as the contract applies to the emergency and for the length of the emergency.

ARTICLE 15 ~ SAFETY

- 15.1 The District will attempt to keep all buildings, sites and equipment in a safe and reasonable state of repair, in order to provide a safe working environment for employees.
- 15.2 The District will conduct or delegate to another responsible agency to conduct yearly inspection(s) of all buildings and grounds. The District shall make every effort to eliminate or correct any unsafe or hazardous conditions as determined by responsible agencies such as insurance liability inspectors, fire marshal, and county safety team.
- 15.3 Teachers will report in writing to school or district administration any buildings, grounds or equipment they believe to be in need of inspection or repaired.
- 15.4 Teachers will report in writing to school or district administration any physical attack, attempted assault or threat to commit physical injury on themselves or to any school personnel or pupils when such abuse is part of the school program, activities or service.
- 15.5 In the event of an assault upon any teacher while in the performance of his/her assigned duties during scheduled and/or administratively approved activities, and reported as per 15.4, the District shall reimburse the teacher up to \$200 for the loss of personal property (i.e., clothes, glasses, dentures and similar personal items) not covered by personal insurance and attributable to the assault.
- 15.6 Teachers using personal property for classroom instruction must obtain prior administrative approval and dates for such use. Such property which is stolen or vandalized is subject to reasonable reimbursement.

ARTICLE 16 ~ NON DISCRIMINATION

- 16.1 There shall not be discrimination in the application, employment, evaluation or termination of any teacher on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, physical handicap, membership or participation in employee organization(s) by either party covered in this Agreement.
- 16.2 Nothing in this article shall preclude an employee from being assigned to and performing tasks and responsibilities inherent in his/her assignment as determined by the District.

ARTICLE 17 ~ SAVINGS

- 17.1 If any provision of this Agreement is declared invalid or contrary to law by a court of competent jurisdiction, then that provision shall be deleted and all other provisions of this Agreement shall remain in effect until the expiration of the contract.
- 17.2 If statutory changes occur which specifically expand or decrease any benefit contained in this Agreement, either the Association or the District may, within ten (10) working days of official notification of the statutory change, open this contract for the expressed purpose of and limited to negotiating the statutory change.

ARTICLE 18 ~ PAR

PEER ASSISTANCE AND REVIEW

- 18.1 PURPOSE
- 18.1.1 The Peer Assistance and Review Program (PAR) allows exemplary Unit Members to assist certain permanent and beginning Unit Members in the area of instructional skills, pupil progress, learning environment/classroom management, adherence to curricular learning objectives, and/or related aspects of his or her teaching

performance. Unit Members referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful teacher.

- 18.1.2 "Consulting Teachers" provide peer assistance activities to Participating Teachers. Consulting Teachers are selected and designated by the Joint Committee. A Mandatory Participating Teacher is a permanent classroom Unit Member who is referred to and required to participate in the PAR program as a result of an unsatisfactory rating of the employee's performance in any of the areas as identified in 18.1.1 of this article. A Voluntary Participating Teacher is a classroom teacher who requests assistance through the PAR process subject to the provisions of the law and the agreement of the Joint Committee.
- 18.1.3 The Program resources shall be utilized in the following priority: first, for permanent unit members with an unsatisfactory evaluation; second, permanent unit members who volunteer; third for staff development. After May 1st, the Joint Committee shall determine if any resources remain. If the Joint Committee determines that resources remain, those resources will be used for the programs described in 1.4.
- 18.1.4 PAR resources will be developed by setting aside, in a PAR Operations Account, \$19,600 from the PAR funding provided by the State for 2000-01 and 2001-02. The balance of the PAR funds for those years will be used to fund a teacher assistance and staff development program jointly developed by the Association and the District. In succeeding years, the PAR Operations Account will be funded to \$40,000 out of PAR funds and all remaining PAR funds will fund a mutually developed teacher assistance and staff development program.
- 18.1.5 If the Joint Committee determines that Participating Teachers will need assistance during a school year, all costs associated with Consulting Teachers will be charged against the PAR Operations Account. The account will be replenished in the succeeding year. Remaining PAR funds will be used for the programs described in the preceding paragraph.
- 18.1.6 If the Joint Committee determines that the anticipated costs of PAR assistance to Participating Teachers for a school year will exceed the amount of money in the PAR Operations Account, PAR funds necessary to cover excess costs will be deducted from the amount available to fund the positions described in paragraph one of this section.

18.2 JOINT COMMITTEE

- 18.2.1 Definition: Oversight and guidance of the PAR program is provided through the Joint Committee. The majority of the Joint Committee shall be certificated unit members. The District will designate certificated administrators for the Joint Committee.
- 18.2.2 Composition: The Joint Committee shall be composed of five members. Three members shall be Association members and two members shall be certificated administrators. An Association member will chair the committee in the first year and the following year a member selected by the District. The chair will thereafter rotate on an annual basis between Association and District members.
- 18.2.3 Selection: The District shall select its representatives. The Association shall select its representatives through a voting process in accordance with its Bylaws. Any certificated Unit Member covered by the certificated evaluation article of the current master agreement (Article VII) and who is subject to referral to the PAR Program shall be eligible to vote in the election.
- 18.2.4 Qualifications: The qualifications for the Association Members of the Joint Committee shall be the same as the qualifications for the Consulting Teacher.
- 18.2.5 Term of Membership of Joint Committee: The term of a Joint Committee member who is an Association Member shall be three years. One of the members elected initially will serve a one-year term; the other two members shall serve either a two or three-year term to maintain continuity and experience on the committee.
- 18.2.6 Decision-Making: The Joint Committee shall meet, as it deems necessary to perform its functions. To the extent practical, meetings shall be held during the regular workday for certificated Association Members. Association Members shall be released from other assigned duties in order to attend Joint Committee meetings. A minimum of one Administrator and two Teachers must be present for the Joint committee to meet on all

- business except for decisions regarding a referred teacher. All members of the Joint Committee must be present before a decision regarding a referred teacher can be made.
- 18.2.7 Duties and Responsibilities: The Joint Committee's primary responsibility will involve (a) establishing the annual Program needs and the budget necessary to meet the need and (b) selecting, assigning, and overseeing the Consulting Teachers. In addition, the Committee is responsible for:
- 18.2.7.1 Submitting to the Governing Board and the Association an annual report of the Program's impact
 - 18.2.7.2 Making recommendations to the Governing Board regarding Participating Teachers with unsatisfactory evaluations, and if necessary, forwarding names of individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement.
 - 18.2.7.3 Assigning and reassigning the Consulting Teachers.
 - 18.2.7.4 Reviewing Consulting Teacher's reports on Mandatory Participating Teachers.
 - 18.2.7.5 Assessing the effectiveness of the Consulting Teachers in the role of Consulting Teacher.
 - 18.2.7.6 Coordinating with the District to provide training for Consulting Teachers, for Committee Members, and where appropriate, for Participating Teachers.
 - 18.2.7.7 Establishing internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this document, including a procedure for selecting the Joint Committee chairperson.
 - 18.2.7.8 Guiding and assisting Consulting Teachers in:
 - 18.2.7.8.1 Developing performance goals for Participating Teachers.
 - 18.2.7.8.2 Determining appropriate observation scheduling and practices
 - 18.2.7.8.3 Establishing and maintaining a cooperative relationship with a Participating Teacher's Principal.
 - 18.2.7.8.4 Assessing staff development activities that may assist in improving a Participating Teacher's skills and knowledge.
 - 18.2.7.8.5 Writing peer review reports.
 - 18.2.7.9 Pursuant to Education Code sections 44500(b)(7) and 44662(d), the Joint Committee's final report regarding the results of a Participating Teacher's participation in the PAR program (including responses, if any) shall be made available in the Personnel File for consideration as part of the evaluation and assessment of employee performance.
 - 18.2.7.10 At the end of each school year, the Joint Committee shall forward all documents and records, relating to a Unit Member's participation in the PAR program, to the District Office. All documents shall be filed separately from the individual's personnel record.
- 18.2.8 Compensation: Teachers serving on the Joint Committee will be paid a stipend. The stipend amount will be determined through discussions between the Association and the district and based on available funding.
- 18.2.9 Confidentiality: Any discussion related to a Participating Teacher's Consulting Teachers, Principal, or any designated evaluator of a Participating Teacher and Joint Committee members shall keep participation in the PAR program in strict confidence. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee Members and Consulting Teachers may disclose such information only as necessary to administer this Article. All materials related to evaluations, reports and other personnel matters shall be confidential, subject to the following exceptions:
- 18.2.9.1 In response to a subpoena or order of the court
 - 18.2.9.2 The District in any dismissal action against the Participating Teacher may use the final report.
- 18.2.10 Records: Documents and writings relating to a Mandatory Participating Teacher's participation in the PAR program are regarded as personnel matters and shall be subject to the personnel exemption of the Public Records Act (Government Code section 6250 et seq.) Except for a Consulting Teacher's final report regarding a Participating Teacher's participation in the PAR program, pursuant to Education Code

section 44500(b)(7), the Joint Committee's recommendation to the Board of Trustees regarding PAR program participants pursuant to Education Code section 44502(a), and any management follow-up evaluation and assessment of performance by the employee's Principal or designated evaluator, all other documents relating to participation in the PAR program shall be maintained in a separate file. All communications and documents relating to Voluntary Participating Teachers shall remain confidential between the Consulting teacher and the Voluntary Participating Teacher.

- 18.2.11 Liability: As provided by Education Code section 44503 (d), a certificated bargaining unit employee who performs functions pursuant to the Addendum as a Joint Committee member or as a Consulting Teacher shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code. The District shall defend and hold harmless individual Committee members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this program.
- 18.2.12 Bargaining Unit Status: A certificated Bargaining Unit Member who implements any PAR program functions is not a management or supervisory employee for purposes of the Educational Employment Relations Act.
- 18.2.13 Training: The District shall provide appropriate training opportunities for Joint Committee members in areas related to the committee's statutory responsibility.

18.3 CONSULTING TEACHER

- 18.3.1 An Association Member meeting the requirements of section 18.3.2 of this Article who is selected by the Joint Committee to provide Program assistance to a Participating Teacher.

18.3.2 Minimum Qualifications:

18.3.2.1 District Consulting teacher

- 18.3.2.1.1 Must be a credentialed Association Member with permanent status
- 18.3.2.1.2 Shall have at least five (5) years of recent teaching experience with previous three (3) years being in the Ripon Unified School District.
- 18.3.2.1.3 Shall demonstrate teaching ability, as indicated by, but not limited to:
 - 18.3.2.1.3.1 Effective communication skills
 - 18.3.2.1.3.2 Subject matter knowledge
 - 18.3.2.1.3.3 Knowledge and commitment to District curricular goals and standards
 - 18.3.2.1.3.4 Mastery of a range of teaching strategies necessary to meet student needs
 - 18.3.2.1.3.5 Effective leadership skill
 - 18.3.2.1.3.6 Shall be in the classroom at least 60% of his/ her current assignment at the time of selection.
 - 18.3.2.1.3.7 Or may be provided by the County Consortium

- 18.3.3 Application Process: an application for selection as a Consulting Teacher shall include a minimum of two references from individuals who have knowledge of the candidate's ability to satisfy the minimum qualifications. At least one reference shall be from a Principal or other District Administrator who has direct knowledge of the candidate's classroom performance. One reference shall be from another classroom Unit Member. All applications and references will be treated with confidentiality and will not be disclosed except as required by law. The Joint Committee's procedures for selecting Consulting Teachers shall include provisions for classroom observation of Consulting Teacher candidates. The Joint Committee will make the selection, which will be forwarded to the Superintendent for presentation to the School Board.

18.3.4 Terms and Conditions:

- 18.3.4.1 Consulting Teacher's term will be three (3) years. At the end of the Consulting Teacher's term the Consulting Teacher may reapply for another term.

- 18.3.4.2 A Consulting Teacher may not be appointed to an administrative position while serving as a Consulting Teacher.
- 18.3.4.3 The Consulting Teacher may petition the Joint Committee for an assignment change.
- 18.3.4.4 The Joint Committee may remove a Consulting Teacher with reasonable cause.
- 18.3.5 Compensation:
 - 18.3.5.1 When approved, the Consulting Teacher will receive a stipend of \$500 at the completion of the training.
 - 18.3.5.2 When the Joint Committee assigns Consulting Teacher duties, he/she will receive an additional stipend of 8% of Class I, Step I of the Certificated Salary Schedule.
 - 18.3.5.3 A Consulting Teacher may submit for approval up to (50) hours for duties performed outside the normal contract hours. Those hours will be compensated at a rate of \$36 per hour.
 - 18.3.5.4 If a Consulting Teacher is not assigned to a Participating Teacher, he/she will select from the defined mentorship's available, and will receive the compensation related to that mentorship.
- 18.3.6 Job Description for the Consulting Teacher
 - 18.3.6.1 Duties: Consulting Teachers assigned a mandatory referral shall meet for a quarterly progress report with the Joint Committee and provide dialogue and a written summary on the Participating Teacher's progress. They shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities as assigned by the Joint Committee.'
 - 18.3.6.2 The Consulting Teacher shall:
 - 18.3.6.2.1 Participate in initial and ongoing training provided through the District.
 - 18.3.6.2.2 Meet regularly (specifically defined in conjunction with time allowed) for observations/discussions with each Participating Teacher.
 - 18.3.6.2.3 Participate in meetings with other District Consulting Teachers.
 - 18.3.6.2.4 Maintain a written log of contacts and specific support given to each Participating teacher.
 - 18.3.6.2.5 Meet with the Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan for mandatory referrals and develop a process for determining successful completion of the PAR Program.
 - 18.3.6.2.6 Conduct multiple observations of the Mandatory Participating Teacher during classroom instruction and provide specific feedback after each visit
 - 18.3.6.2.7 Document all observations, visitations and meetings.
 - 18.3.6.2.8 Monitor the progress of the Mandatory Participating Teacher and submit to, and review and discuss with the teacher any periodic written reports that require his/her signature before being submitted to the Joint Committee.
 - 18.3.6.2.9 Continue to provide assistance to the teacher until the prescribed time limit has expired, or until the teaching performance of the teacher receives a satisfactory evaluation or it is determined that further assistance will not be productive.
 - 18.3.6.2.10 Submit a final report to the Joint Committee.
- 18.4 RELEASE TIME
 - 18.4.1 Consulting Teachers working with Participating Teachers shall be provided sufficient release time to complete the duties previously listed.
 - 18.4.2 The District shall make a good faith effort to provide sufficient release time for assisting Voluntary Participating Teachers. This release time shall be for:
 - 18.4.2.1 traveling to and from sites
 - 18.4.2.2 completing documentation

- 18.4.2.3 meeting with the Joint Committee for regular meetings and with other Consulting Teachers
- 18.4.2.4 preparing time for class visits
- 18.4.2.5 making arrangements for the support of the Participating Teacher
- 18.4.2.6 training and staff development
- 18.4.3 Workload/ Caseload: Standard ratios for Consulting Teachers to Participating teachers are:
 - 18.4.3.1 The Consulting Teacher shall not have more than one (1) Mandatory referral at one time.
 - 18.4.3.2 The Consulting Teacher shall not have more than two (2) Voluntary referrals at one time.
 - 18.4.3.3 The consulting Teacher shall be limited to only one (1) of the foregoing assignments.
- 18.4.4 Final Report to the Joint Committee: The Consulting Teacher shall submit a final report, for a Mandated Participating Teacher, to the Joint Committee no later than the date determined by the Joint Committee.

18.5 PARTICIPATING TEACHER

- 18.5.1 Definition of a Mandatory Participating Teacher: A Mandatory Participating Teacher is a teacher with permanent status who receives assistance to improve his/ her instructional skills, pupil progress, learning environment/ classroom management, adherence to curricular/ learning objectives and/ or related aspects of his/ her teaching performance, as a result of an unsatisfactory Summary Evaluation. Any permanent teacher with an unsatisfactory evaluation in any of the following areas must participate in PAR:
 - 18.5.1.1 The progress of students toward District and State established standards of expected student achievements
 - 18.5.1.2 The instructional techniques and strategies used by the unit members.
 - 18.5.1.3 The unit member's adherence to curricular objectives.
 - 18.5.1.4 The establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities.
- 18.5.2 Performance Goals consistent with areas of deficiency identified by the evaluator shall be in writing clearly stated and aligned with pupil learning.
- 18.5.3 Refusal to participate in the program will lead to disciplinary action up to and including dismissal.
- 18.5.4 Role of the Participating Teacher on selecting Consulting Teacher: A Mandatory Participating Teacher may select his/ her Consulting Teacher from a panel of Consulting Teachers provided by the Joint Committee. During the first quarter, the Participating Teacher may request a change of his/ her assigned Consulting Teacher or County Consortium Teacher. A change of Consulting Teacher will not alter the timeline for the Participating Teacher's participation in the PAR Program.
- 18.5.5 Relationship of the Participating Teacher to the Consulting Teacher:
 - 18.5.5.1 All Proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential with the Participating Teacher's supervisor as required by law.
 - 18.5.5.2 Joint Committee members and consulting Teachers may disclose such information only as necessary to administer this Article or as required by law.
- 18.5.6 Report and Response: A Consulting Teacher shall submit a final report regarding and employee's participation in the PAR Program. The Joint committee recommendation to the Board of Trustees regarding PAR Program participants and any management follow up evaluation and assessment of performance by the employee's Principal or designated evaluator shall be maintained in the personnel file. All other documents relating to participation in the PAR Program shall be maintained in a separate confidential file. A copy of all reports will be given to the Participating Teacher.
 - 18.5.6.1 A Participating Teacher may respond to a Consulting Teacher's final report either by an appearance before the Joint Committee or by a written submission or both. If a Participating Teacher desires to file a written response, or request to appear before the Committee, the response or request must be made in writing within five (5) working days of the receipt of the final report.

- 18.5.6.2 The Participating Teacher will continue as a participant in the Program until:
 - (1) The Joint Committee determines the teacher no longer benefits from participation in the Program.
 - (2) The teacher receives a satisfactory evaluation.
 - (3) The teacher is separated from the District. The Participating Teacher will stay in the Program no more than eighteen (18) months. Under special circumstances the Program may be extended an additional six (6) months. Extensions are granted by a majority vote of the Joint Committee. A teacher may not participate in the Program for more than two (2) years in a five (5) year period.
- 18.5.7 Definition of a Voluntary Participating Teacher: A teacher who volunteers to participate in the PAR Program, because he/ she would like to receive assistance from a Consulting Teacher, in one of the following areas:
 - 18.5.7.1 instructional skills
 - 18.5.7.2 pupil progress
 - 18.5.7.3 learning environment/ classroom management
 - 18.5.7.4 adherence to curricular/ learning objectives
 - 18.5.7.5 related aspects of the Voluntary Participating Teacher's teaching performance
- 18.5.8 Priority will be given to permanent unit members. Upon space available, probationary unit members will have an opportunity to apply to participate in PAR.
- 18.5.9 All communications and documents relating to a Voluntary Participating Teacher shall remain confidential between the Consulting teacher and the Voluntary Participating Teacher.
- 18.6 TRAINING
 - 18.6.1 The Joint Committee will consult with the Superintendent to determine appropriate on-going training for both Joint Committee members and the Consulting Teachers
 - 18.6.2 The Joint Committee is responsible for ensuring that training is provided in a timely manner.
 - 18.6.3 Training and related costs shall fall within the budget constraints of PAR funding.

ARTICLE 19 ~ PROGRESSIVE DISCIPLINE

- 19.1 GENERAL
 - 19.1.1 The District shall have the right to impose disciplinary action, both orally or written, and suspension, for just cause.
 - 19.1.2 This article shall not limit the District's right to evaluate or to reprimand orally or in writing or to counsel unit members. Nor shall anything in Article 11 - "Evaluation," limit the District's right to discipline unit members pursuant to this article.
 - 19.1.3 The unit member may request the presence of an Association representative at any meeting scheduled by an administrator where discipline (or the reasonable possibility of discipline) is the reason for meeting.
 - 19.1.4 Administrators shall notify unit members in advance of any meeting scheduled for the purpose of taking disciplinary action toward the unit members.
 - 19.1.5 Each step of progressive discipline must be preceded by the previous step within a forty-eight month period, except when the Superintendent or designee determines that the misconduct justifies the skipping of steps of progressive discipline.
- 19.2 STEPS OF PROGRESSIVE DISCIPLINE
 - 19.2.1 The steps of progressive discipline shall be followed by the district except when the Superintendent and/ or designee determine that the misconduct justifies the skipping of steps of progressive discipline.
 - 19.2.2 The administrator shall meet with the unit member within 30 shared working days (working days for both the administrator and unit member) of when the administrator became aware of incident(s) or event(s) that might result in disciplinary action.
 - STEP 1: Oral Counseling**
The Oral Counseling session shall be a scheduled meeting between the administrator and the unit member.
 - STEP 2: Letter of Concern**
A Letter of Concern shall report the specific acts or omissions upon which the

concern is based and shall specify the administrator's expectation for improvement. It shall not be placed in the unit member's personnel file, except as attachments to a written reprimand. The unit member shall have the right to attach his/ her statement of rebuttal to any Letter of Concern. Such statements of rebuttal shall remain with the Letter of Concern if attached to a letter of reprimand. A Letter of Concern shall also include a statement explaining that if the act/ omission occurs again, further disciplinary action may be taken with the unit member.

STEP 3: Letter of Warning

A Letter of Warning shall report the specific acts or omissions upon which the concern is based and shall specify the administrator's expectation for improvement. It shall not be placed in the unit member's personnel file, except as attachments to a written reprimand. The unit member shall have the right to attach his/ her statement of rebuttal to any Letter of Warning. Such statements of rebuttal shall remain with the Letter of Warning if attached to a letter of reprimand. A Letter of Warning shall also include a statement explaining that if the act/ omission occurs again, further disciplinary action may be taken with the unit member.

STEP 4: Letter of Reprimand

The unit member shall sign the written reprimand, only to acknowledge receipt and not to imply concurrence. All written reprimands shall include a standard statement from the District informing unit members of the following:

- a. The written reprimand shall be placed in the unit member's personnel file.
- b. The unit member has the right to submit a written rebuttal to the written reprimand at any time, and that such rebuttal shall be permanently attached to the written reprimand.

STEP 5: Procedure For Imposing Suspension Without Pay

1. Prior to suspension, the District shall give written notice to the unit member. This written notice of suspension shall be deemed sufficient if personally delivered or sent to the unit member by certified mail, return receipt requested, at least five (5) working days prior to the date when the suspension is proposed to be affected.
2. The contents of the written notice shall include, but need not be limited to, the
 - a. A statement of the specific act and omissions upon which the suspension is based;
 - b. A statement of the cause, or causes, for the action taken;
 - c. If it is claimed that the unit member has violated a rule-or-regulation of the District, a statement of the rule or regulation;
 - d. A statement of the suspension proposed, including beginning and ending dates(s);
 - e. A statement that the unit member has the right to participate in a pre-suspension conference and a proposed date, time, and place for such pre- suspension conference;
 - f. A statement that, as the alternative to (e), the unit member may file a grievance with the Superintendent at Level 4. The filing of such a grievance shall serve as a bar against the immediate imposition of the suspension;
 - g. A statement that if the unit member does not respond pursuant to (e) or (1) above, the District will impose the suspension as noticed;
 - h. The pre-suspension conference, unless waived, shall take place not less than five (5) working days nor more than ten (10) working days from the date of the notice.
3. The pre-suspension conference shall be informal. The unit member shall be given the opportunity to present facts and arguments regarding the proposed suspension.
4. The Superintendent or their designee shall inform the unit member of the decision to suspend or not to suspend within three (3) working days from the date

of the pre-suspension conference.

5. Any grievance submitted by the unit member, must be within ten (10) working days from receipt of the Superintendent's decision.
6. The maximum length of any one such suspension shall be ten (10) working days, provided, however, that this shall not limit the District's right to impose a suspension without pay of less than ten (10) working days. There shall be no limitation of the number of times that the District may suspend a unit member without pay for just cause except that no unit member shall be suspended without pay for just cause more than once for the identical specific incident.
7. The District shall not apply this article in an arbitrary and capricious manner and the length of any suspension imposed by the District shall be appropriate for the conduct which led to the imposition of the suspension.
8. Suspension pursuant to this Article shall not reduce or deprive the unit member of seniority or health benefits.

19.3 RIGHT TO CHALLENGE

- 19.3.1 The unit member shall have the right to be accompanied by a representative at any meeting scheduled by an administrator where discipline is the reason for the meeting.
- 19.3.2 Oral Counseling, Letter of Concern, and Letters of Warning, may not be grieved under the provisions of this agreement.
- 19.3.3 Letters of Reprimand may be grieved commencing at step one (1)
- 19.3.4 Disputes arising out of the application of the Article shall apply only to suspensions and shall be submitted directly to step four (4) of the grievance procedure.

19.4 IMMEDIATE EFFECT

- 19.4.1 Notwithstanding other provisions of the Article, a unit member against whom disciplinary action is to be taken may be immediately suspended without pay upon verbal notification pending a hearing, when his/ her presence would be detrimental to the welfare of the District, the pupils, the public, or other unit members of the District.
- 19.4.2 This verbal notification shall be followed by service upon the unit member of the written notice as set forth in C.1-2 above. Failure to provide the required written notice within five (5) working days from the date of the verbal notification shall nullify the disciplinary action.
- 19.4.3 In lieu of suspension without pay the District may place the unit member on paid administrative leave.

19.5 NON-EXCLUSIVITY

- 19.5.1 Nothing in this Article shall limit the District's right to institute dismissal, non-reelection and/ or immediate suspension and mandatory leave of absence proceedings as set forth in California Education Code, nor shall discipline under this Article be regarded as a precondition to any proceedings under the California Education Code.

APPENDIX A ~ CATASTROPHIC LEAVE PROGRAM
RIPON UNIFIED SCHOOL DISTRICT
CATASTROPHIC LEAVE PROGRAM
ARTICLE 9
_____SCHOOL YEAR

Name	Location
Current Position	Payroll ID Number

I hereby contribute _____ day(s)* of sick leave to the Catastrophic Leave Program.

I understand the contribution will be deducted from my sick leave balance and the contribution is irrevocable.

I also understand this contribution qualifies me to request leave from the Catastrophic Leave Program in the event I exhaust all leave entitlement and am suffering from a catastrophic illness or injury, or if a member of my family is suffering from a catastrophic illness or injury and my presence is required to care for the family member.

Final determination of whether to grant the catastrophic leave, if requested, will be made by the Catastrophic Leave Committee.

Signature

Date

NOTE: Unit members must have permanent status to participate in the Catastrophic Leave Program. Permanent status is at least one year of employment with the District.

(*minimum donation = 1 day; maximum donation = 5 days)

Return this form to the Personnel Office, no later than October 31st.

APPENDIX B ~ CATASTROPHIC MEDICAL CERTIFICATION FORM

MEDICAL CERTIFICATION

- Instructions:** 1. Employee: Fill out Section 1 of the form, then submit it to your health care provider.
 2. Health Care Provider: Complete Sections II & III and return to the employee for submission.
 3. Employee: Submit the completed certification form to the appropriate administrator.

EMPLOYEE INFORMATION			
Employee Name:		Patient's Name (if other than employee)	
Supervisor's Name:		Relation to Employee:	
Department:		Campus Phone:	
Current mailing address:		Home Phone:	
I authorize my health care provider to complete this form and provide the information requested by Ripon Unified School District.			
Employee Signature _____		Date _____	

MEDICAL INFORMATION	
<input type="checkbox"/> EMPLOYEE WITH A SERIOUS HEALTH CONDITION	
Does this employee have a serious health condition? (see Def. of Serious Health Condition on reverse.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date the serious health condition began or date seen for this condition:	
Please review the attached job description. Is this employee able to perform the essential functions of this job?	
<input type="checkbox"/> No	
<input type="checkbox"/> Yes If yes, please describe any restrictions or recommendations:	
Anticipated return to work date:	
<input type="checkbox"/> EMPLOYEE'S FAMILY MEMBER WITH A SERIOUS HEALTH CONDITION	
Does the employee's family member have a serious health condition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date the serious health condition began or date seen for this condition:	
Is the employee's presence necessary or would it be beneficial to the patient? (This may include psychological comfort and/ or arranging for third-party care for the family member.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
If intermittent leave or a reduced work schedule is being considered, is it medically necessary?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes please describe the recommended schedule:	
Anticipated return to work date:	<input type="checkbox"/> Yes <input type="checkbox"/> No
HEALTH CARE PROVIDER INFORMATION	
Name of Health Care Provider:	Specialty:
Address:	Phone:
State License Number:	Licensed to practice in the state(s) of:
Signature:	Date:

DEFINITION OF SERIOUS HEALTH CONDITION

A "serious health condition" is an illness, impairment, or physical or mental condition that involves one of the following:

- Hospital care: Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
- Absence plus treatment: A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
 1. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
 2. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider.
 3. Pregnancy. Any period of incapacity due to pregnancy, or for prenatal care.
 4. Chronic condition requiring treatment. A chronic condition which:
 - a) requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider.
 - b) continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - c) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
 - d) permanent/ long-term condition. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a healthcare provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
 5. Multiple treatments (non-chronic conditions). Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

APPENDIX C ~ SALARY SCHEDULE

Ripon Unified School District
2013-2014
CERTIFICATED SALARY SCHEDULE
183 DAYS (1 FD)

STEP	A BA/BS + 12	B BA/BS + 24	C BA/BS + 36	D BA/BS + 48	E BA/BS + 60	F BA/BS + 72	STEP
1	39,216.90 214.30	40,135.56 219.32	41,917.98 229.06	43,835.82 239.54	46,630.23 254.81	49,624.11 271.17	1
2	39,923.28 218.16	41,224.41 225.27	43,030.62 235.14	44,950.29 245.63	47,744.70 260.90	50,738.58 277.26	2
3	41,037.75 224.25	42,364.50 231.50	44,145.09 241.23	46,081.23 251.81	48,857.34 266.98	51,854.88 283.36	3
4	42,152.22 230.34	43,480.80 237.60	45,259.56 247.32	47,179.23 257.81	49,971.81 273.07	52,965.69 289.43	4
5	43,266.69 236.43	44,597.10 243.70	46,375.86 253.42	48,291.87 263.89	51,088.11 279.17	54,078.33 295.51	5
6	44,381.16 242.52	45,706.08 249.76	47,488.50 259.50	49,410.00 270.00	52,202.58 285.26	55,192.80 301.60	6
7	45,495.63 248.61	46,822.38 255.86	48,604.80 265.60	50,522.64 276.08	53,318.88 291.36	56,307.27 307.69	7
8	46,611.93 254.71	47,935.02 261.94	49,721.10 271.70	51,638.94 282.18	54,431.52 297.44	57,423.57 313.79	8
9	47,726.40 260.80	49,053.15 268.05	50,835.57 277.79	52,755.24 288.28	55,544.16 303.52	58,536.21 319.87	9
10	48,842.70 266.90	50,169.45 274.15	51,950.04 283.88	53,864.22 294.34	56,658.63 309.61	59,650.68 325.96	10
11		51,283.92 280.24	53,064.51 289.97	54,978.69 300.43	57,774.93 315.71	60,765.15 332.05	11
12			54,180.81 296.07	56,094.99 306.53	58,891.23 321.81	61,879.62 338.14	12
13			54,180.81 296.07	57,211.29 312.63	60,005.70 327.90	63,369.24 346.28	13
14			54,180.81 296.07	57,211.29 312.63	61,122.00 334.00	64,858.86 354.42	14
15			54,180.81 296.07	57,211.29 312.63	61,122.00 334.00	66,348.48 362.56	15
20			59,438.40 324.80	63,349.11 346.17	72,252.06 394.82	75,622.92 413.24	20
25*						76,622.92 418.70	25*

\$1,000* Longevity Increment paid after 25 years of Certificated Teaching

*Teacher must be on Column 6 Step 20 and have completed 10 consecutive years of employment with the District.

Top figure in each cell is Annual Salary.
Bottom figure in each cell is Daily Rate.

APPENDIX D ~ CO-CURRICULAR & SUPPLEMENTARY SCHEDULE

RIPON UNIFIED SCHOOL DISTRICT
2012-13 SUPPLEMENTAL COMPENSATION

100%

HIGH SCHOOL EXTRA CURRICULAR ASSIGNMENTS

<u>CLASS</u>	<u>POSITION</u>	<u>STIPEND</u>	<u>CLASS</u>	<u>POSITION</u>	<u>STIPEND</u>
001	Athletic Director	\$ 5,500	007	Football Assistant (3)	\$ 2,145
				Frosh Basketball	\$ 2,145
				Frosh Football	\$ 2,145
				Frosh Volleyball	\$ 2,145
<u>CLASS</u>	<u>POSITION</u>	<u>STIPEND</u>	<u>CLASS</u>	<u>POSITION</u>	<u>STIPEND</u>
002	Varsity Football	\$ 3,900			
<u>CLASS</u>	<u>POSITION</u>	<u>STIPEND</u>	<u>CLASS</u>	<u>POSITION</u>	<u>STIPEND</u>
003	Varsity Basketball	\$ 3,549	008 I	Academic Decathlon	\$ 900
	Varsity Volleyball	\$ 3,549	008 A	Activities Director	\$ 4,500
	Varsity Wrestling	\$ 3,549	008 B	Cheerleader Advisor	\$ 3,000
<u>CLASS</u>	<u>POSITION</u>	<u>STIPEND</u>	008 I	CSF Advisor	\$ 900
004	Varsity Baseball	\$ 3,549	008 G	Department Head (6)	\$ 1,500
	Varsity Soccer	\$ 3,549	008 C	Drama (1 Play)	\$ 2,400
	Varsity Softball	\$ 3,549	008 I	FHA Advisor	\$ 900
<u>CLASS</u>	<u>POSITION</u>	<u>STIPEND</u>	008 J	Head Class Advisor-Frosh	\$ 600
005	Varsity Golf	\$ 2,847	008 I	Head Class Advisor-Soph	\$ 900
	Varsity Swimming	\$ 2,847	008 H	Head Class Advisor-Junior	\$ 1,200
	Varsity Cross Country	\$ 2,847	008 G	Head Class Advisor-Senior	\$ 1,500
	Varsity Tennis	\$ 2,847	008 C	Instrumental Music	\$ 2,400
	Varsity Track	\$ 2,847	008 E	Special Education Teacher (3)	\$ 1,500
	Varsity Water Polo	\$ 2,847	008 B	Student Store Advisor	\$ 3,000
<u>CLASS</u>	<u>POSITION</u>	<u>STIPEND</u>	008 F	Vocal Music	\$ 1,800
006	JV Baseball	\$ 2,301	008 D	Yearbook Advisor	\$ 2,100
	JV Basketball	\$ 2,301			
	JV Football	\$ 2,301			
	JV Soccer	\$ 2,301			
	JV Softball	\$ 2,301			
	JV Volleyball	\$ 2,301			
	JV Wrestling	\$ 2,301			

ELEMENTARY EXTRA CURRICULAR ASSIGNMENTS

<u>CLASS</u>	<u>POSITION</u>	<u>STIPEND</u>
100 C	7th/8th Elementary Sports	\$ 1,800
100 F	Academic Pentathlon (3 per site)	\$ 900
100 A	Athletic Director-Districtwide	\$ 3,000
100 B	Athletic Director-Site Only	\$ 2,400
100 F	District Spelling Bee	\$ 900
100 F	Instrumental Music	\$ 900
100 F	Peer Helper	\$ 900
100 E	Safety Patrol	\$ 1,200
100 H	Sixth Grade Science Camp	\$ 700
100 D	Special Education Teacher (8.0)	\$ 1,500
100 F	Student Council (1 per site)	\$ 900
100 G	Vocal Music	\$ 600
100 D	Yearbook Advisor	\$ 1,500

MISCELLANEOUS INSTRUCTION

<u>CLASS</u>	<u>POSITION</u>	<u>HOURLY</u>
200	Detention	\$ 27.41
	Sophomore Counseling	\$ 27.41
201	Adult Education	\$ 30.00
	Afterschool Tutoring	\$ 30.00
	Home Study	\$ 30.00
	Intramural - Max 100 hrs/site	\$ 30.00
	Saturday School	\$ 30.00
	Summer School	\$ 30.00

APPENDIX E ~ HEALTH INSURANCE RATE SHEET

Ripon Unified School District
2012-2013

RUDTA Health Insurance Rate Sheet

Plan Year: October 2012 - September 2013		Medical	Dental	Vision
CVT		PPO/HMO	Delta Dental	VSP
		Tiered	Composite	Composite
Single District Contribution:		354.00	116.34	24.19
Family District Contribution:		663.00	77.89	15.61
Employee Per Month		See Below	\$ 38.45	\$ 8.58
		Premium Per Month	District Pay Per Month	Employee /11 Months
ANTHEM 90/10 PLAN #4B (PPO)				
Medical-\$20/Prescription=\$7/\$15/\$30/ER Co-Pay=\$75				
Deductible-\$100/\$300/Co-Insurance-\$300				
Single Rate (Medical)		781.00	354.00	465.82
Family Rate (Medical)		1,576.00	663.00	996.00
Composite Rate (Dental)		116.34	77.89	41.95
Composite Rate (Vision)		24.19	15.61	9.36
Anthem Plan 4B		Single Rates		Family Rates
Total Employee Cost Per Month→		\$ 517.12		\$ 1,047.31
ANTHEM 90/10 WELLNESS PLAN #1C (PPO)				
Medical-\$20/Prescription=\$7/\$25/\$40/ER Co-Pay=\$75				
Deductible-\$500/\$1,000/Co-Insurance-\$500				
Single Rate (Medical)		727.00	354.00	406.91
Family Rate (Medical)		1,463.00	663.00	872.73
Composite Rate (Dental)		116.34	77.89	41.95
Composite Rate (Vision)		24.19	15.61	9.36
Anthem Wellness Plan 1C		Single Rates		Family Rates
Total Employee Cost Per Month→		\$ 458.21		\$ 924.03
ANTHEM 80/20 PLAN #6B (PPO)				
Medical-\$20/Prescription=\$7/\$15/\$30/ER Co-Pay=\$75				
Deductible-\$250/\$750/Co-Insurance-\$1,000				
Single Rate (Medical)		719.00	354.00	398.18
Family Rate (Medical)		1,456.00	663.00	865.09
Composite Rate (Dental)		116.34	77.89	41.95
Composite Rate (Vision)		24.19	15.61	9.36
Anthem Plan 6B		Single Rates		Family Rates
Total Employee Cost Per Month→		\$ 449.49		\$ 916.40
ANTHEM 80/20 PLAN #8C (PPO)				
Medical=20%/Prescription=\$7/\$25/\$40/ER Co-Pay=\$75				
Deductible-\$500/\$1,500/Co-Insurance-\$2,000				
Single Rate (Medical)		643.00	354.00	315.27
Family Rate (Medical)		1,297.00	663.00	691.64
Composite Rate (Dental)		116.34	77.89	41.95
Composite Rate (Vision)		24.19	15.61	9.36
Anthem Plan 8C		Single Rates		Family Rates
Total Employee Cost Per Month→		\$ 366.58		\$ 742.94
ANTHEM 80/20 PLAN #10C (PPO)				
Medical=20%/Prescription=\$7/\$25/\$40/ER Co-Pay=\$75				
Deductible-\$2,000/\$6,000/Co-Insurance-\$4,000				
Single Rate (Medical)		499.00	354.00	158.18
Family Rate (Medical)		1,007.00	663.00	375.27
Composite Rate (Dental)		116.34	77.89	41.95
Composite Rate (Vision)		24.19	15.61	9.36
Anthem Plan 10C		Single Rates		Family Rates
Total Employee Cost Per Month→		\$ 209.49		\$ 426.58
ANTHEM 80% - HDHP 1 (PPO)				
Medical=20%/Prescription=20%				
Deductible-\$3,000/\$7,100/Co-Insurance-\$3,900				
Single Rate (Medical)		587.00	354.00	254.18
Family Rate (Medical)		1,187.00	663.00	571.64
Composite Rate (Dental)		116.34	77.89	41.95
Composite Rate (Vision)		24.19	15.61	9.36
Anthem HDHP 1 Plan		Single Rates		Family Rates

Total Employee Cost Per Month→		\$ 305.49	\$ 622.94
KAISER PLAN #3 (HMO)			
<i>Medical=\$20/Prescription=\$20/\$20/ER Co-Pay=\$50</i>			
<i>Deductible-\$0</i>			
Single Rate (Medical)	761.00	354.00	444.00
Family Rate (Medical)	1,536.00	663.00	952.36
Composite Rate (Dental)	116.34	77.89	41.95
Composite Rate (Vision)	24.19	15.61	9.36
Kaiser Plan 3		Single Rates	Family Rates
Total Employee Cost Per Month→		\$ 495.31	\$ 1,003.67
KAISER PLAN #4 w/CHIRO (HMO)			
<i>Medical=\$30/Prescription=\$10/\$15/ER Co-Pay=\$50</i>			
<i>Deductible-\$0</i>			
Single Rate (Medical)	754.16	354.00	436.54
Family Rate (Medical)	1,524.39	663.00	939.70
Composite Rate (Dental)	116.34	77.89	41.95
Composite Rate (Vision)	24.19	15.61	9.36
Kaiser Plan 4		Single Rates	Family Rates
Total Employee Cost Per Month→		\$ 487.84	\$ 991.00
KAISER PLAN #6 (HMO)			
<i>Medical=\$25/Prescription=\$10/\$20/ER Co-Pay=\$50</i>			
<i>Deductible-\$0</i>			
Single Rate (Medical)	753.00	354.00	435.27
Family Rate (Medical)	1,520.00	663.00	934.91
Composite Rate (Dental)	116.34	77.89	41.95
Composite Rate (Vision)	24.19	15.61	9.36
Kaiser Plan 6		Single Rates	Family Rates
Total Employee Cost Per Month→		\$ 486.58	\$ 986.21
KAISER PLAN #7 (HMO)			
<i>Medical=\$35/Prescription=\$10/\$30/ER Co-pay=\$100</i>			
<i>Deductible-\$0</i>			
Single Rate (Medical)	721.00	354.00	400.36
Family Rate (Medical)	1,455.00	663.00	864.00
Composite Rate (Dental)	116.34	77.89	41.95
Composite Rate (Vision)	24.19	15.61	9.36
Kaiser Plan 7		Single Rates	Family Rates
Total Employee Cost Per Month→		\$ 451.67	\$ 915.31

APPENDIX F ~ UNIT REQUEST FORM
UNIT REQUEST FORM

Name			Date Submitted
Course Title	Course Number	Institution	Units (Semester/Quarter)

Describe how this course will address a need identified in your Individual Professional Development Plan.

		Office Use Only	
		Received	
		Accepted	
		School Year	
		Grade	
		Date	
		Credit	
		Total Units	

Site Administrator Approval/ Disapproval (circle one)

Statement of reason for disapproval.

Initials _____

Date _____

District Review
Initials _____
Date _____

Ripon Unified School District
2012-13 School Calendar[illegible]

APPENDIX H ~ EVALUATION FORM

Ripon Unified School District

Copy 1 – Personnel File

Copy 2 – Evaluator

Copy 3 - Evaluatee

CERTIFICATED PERSONNEL EVALUATION FORM

Employee

Position

School

Evaluator

Position

School Year

Status: ☐ Temporary ☐ First Year Probationary ☐ Second Year Probationary ☐ Permanent

Rating: S = Satisfactory N = Needs Improvement U = Unsatisfactory

STANDARD I – Progress of Pupils Toward Established Standards of Expected Pupil Achievement	Rating	Comments/ Explanations
<ul style="list-style-type: none">• Conveys an attitude that all students can succeed.• Uses appropriate diagnostic techniques from a variety of sources• Uses established district standards to plan lessons• Develops, implements and assesses learning activities which include performance-based assessment.• Records and communicates student progress to students and parents in a professional manner• Develops classroom assignments/homework relevant to the students' ability levels		

CERTIFICATED PERSONNEL EVALUATION

Page 2 of 4

STANDARD II –Instructional Techniques and Strategies Used	Rating	Comments/ Explanations
<ul style="list-style-type: none">• Demonstrates a variety of effective techniques and strategies which address individual student needs• Maximizes instructional time by organizing and presenting effective lessons• Uses a variety of appropriate resource materials• Develops lessons that encourage student interest and involvement• Employs a range of questioning techniques• Encourages independent thinking, decision making and problem-solving• Modifies lessons as necessary• Provides opportunities for students to use various levels of thinking• Provides for review and reteaching• Presents information in a clear, logical sequence• Gives direction in a vocabulary appropriate for students• Plans desired outcomes, both long and short term• Teaches to a specific objective• Provides remedial/enrichment opportunities		

STANDARD III – Adheres to Curricular Objectives	Rating	Comments/ Explanations
<ul style="list-style-type: none">• Demonstrates knowledge of and implements assigned curriculum, district curriculum guides and standards, course outlines and state frameworks• Participates in professional growth activities• Monitors and paces students toward adopted district curricular standards		

CERTIFICATED PERSONNEL EVALUATION

Page 3 of 4

STANDARD IV –The Establishment and Maintenance of a Suitable Learning Environment	Rating	Comments/ Explanations
<ul style="list-style-type: none">• Develops and maintains standards and procedures which promote an effective learning environment• Maintains open channels of communication between home and school• Maintains respect and courtesy among pupils, teachers and other staff members• Creates a climate in which student diversity is accepted• Implements the policies and procedures of the school and district• Is confidential and professional in dealing with all student and parent matters• Applies behavior standards consistently and fairly• Provides for appropriate transitions within the lesson• Uses materials which promote and encourage learning• Provides opportunities for recognition of individual student performance (i.e., verbal praise, student displays, awards, notes)• Provides feedback to students in a timely and appropriate manner• Demonstrates sensitivity to student needs• Serves as a role model for students		

ADDITIONAL COMMENTS – EMPLOYEE	ADDITIONAL COMMENTS – EVALUATOR

CERTIFICATED PERSONNEL EVALUATION

Page 4 of 4

Your next evaluation will be:

☐

Category 1
(Article 7.3.1.1)

☐

Category 2
(Article 7.3.1.2)

☐

Category 3
(Article 7.3.1.3)

☐

Category 4
(Article 7.3.1.4)

Recommendations

Probationary:

_____ Continue Probationary Status
_____ Continue Probationary Status with Recommendation for Assistance
_____ Recommend for Permanent Status
_____ Recommend Non Re-Employment

Temporary:

_____ Continue Temporary Status
_____ Continue Temporary Status with Recommendation for Assistance
_____ Recommend Release from Contract

_____ Continue Permanent Status
_____ Continue Permanent Status with Suggested Participation in PAR
_____ Continue Permanent Status with Mandated Referral to PAR

Additional information may be attached.

Employee's Signature _____ Date _____

Evaluator's Signature _____ Title _____ Date _____

Reviewed by _____ Title _____ Date _____

Reviewed by _____ Title _____ Date _____

Distribution: Personnel File, Evaluator, Employee