

AGREEMENT

BETWEEN THE

**ROSEMEAD TEACHERS ASSOCIATION
/CTA/NEA**

AND THE

ROSEMEAD SCHOOL DISTRICT

JULY 1, 2022 – JUNE 30, 2025

Table of Contents

PREAMBLE	8
ARTICLE I – RECOGNITION	9
ARTICLE II – DISTRICT RIGHTS	10
ARTICLE III – WORK STOPPAGES	11
ARTICLE IV – SAVINGS CLAUSE	12
ARTICLE V – MAINTENANCE OF BENEFITS	13
ARTICLE VI – WAIVER OF MEET AND NEGOTIATION	14
ARTICLE VII – TERM OF AGREEMENT	15
ARTICLE VIII – GRIEVANCE PROCEDURE	16
8.1 Definitions	16
8.2 Procedure	16
8.3 Progression of Grievance	17
8.3.1 Level One.....	17
8.3.2 Level Two	17
8.3.3 Level Three	17
8.3.4 Arbitration.....	18
ARTICLE IX – PERSONNEL FILES	19
9.1 Location of Personnel Files	19
9.2 Materials in Personnel Files	19
9.3 Derogatory Information Contained in Personnel File	19
9.4 Filing Protocols for Personnel Files	19
9.5 Consideration of Materials	19
ARTICLE X – DUES DEDUCTIONS AND REPRESENTATION FEES	20
10.1 Dues Deduction:	20
10.2 Non-Unit Member Representation	20
10.3 Indemnity	20
ARTICLE XI – LEAVES OF ABSENCE	22
11.1 Sick Leave	22
11.2 Personal Necessity Leave	23
11.3 Bereavement Leave	24
11.4 Family Care Leave	25
11.4.1 Eligibility	25
11.4.2 Use of Family Care Leave	25

11.4.3	Definitions.....	25
11.5	Duration of Leave - Family Care Leave.....	26
11.5.1	Maximum Leave	26
11.5.2	Other Family Care Leave	26
11.5.3	Family Care Leave for Birth/Adoption	26
11.5.4	Family Care Leave in Conjunction with Pregnancy Disability Leave.....	26
11.6	Terms of Leave - Family Care Leave	26
11.7	Maintenance of Benefits - Family Care Leave	27
11.7.1	Entitlement to Continue Participation in District’s Health Plan	27
11.7.2	Health Care Premiums	27
11.7.3	Continued Entitlement in Plans.....	27
11.7.4	Retention of Employment Status	27
11.8	Requests, Advance Notice, and Certification - Family Care Leave.....	27
11.8.1	Planned Medical Treatment Scheduling	28
11.8.2	Leave Requests to Care for Seriously Ill Family Member.....	28
11.8.3	Additional Leave Request.....	28
11.8.4	Request for Personal Serious Health Condition.....	28
11.8.5	Guarantees.....	29
11.9	Child Preparation/Child Care Leave	29
11.9.1	Request for Unpaid Leave of Absence.....	29
11.9.2	Request for Unpaid Leave of Absence for Infant Care.....	30
11.10	Industrial Accident or Illness Leave.....	30
11.10.1	Definitions.....	30
11.10.2	District Rights	30
11.10.3	Maximum Leave	30
11.10.4	Leave – No Accumulation	30
11.10.5	Commencement of Leave Rules and Regulations	31
11.10.6	Leave Salary Pay.....	31
11.10.7	Leave Reduction	31
11.10.8	Leave Overlap of Fiscal Year	31
11.10.9	Temporary Disability Indemnity Checks.....	31
11.10.10	Benefit Eligibility.....	31
11.10.11	Out of State Travel.....	32
11.10.12	Use of Sick Leave	32

11.10.13	Exhaustion of Paid Leaves	32
11.10.14	Entitlement to Other Sick Leave	32
11.11	Sabbatical Leave	32
11.11.1	Definition	32
11.11.2	Availability of Sabbatical Leave	33
11.11.3	Procedure	33
11.12	Jury Duty Leave	35
11.13	Grand Jury Leave	35
11.13.1	Request of Unpaid Leave of Absence	35
11.13.2	Selection to Serve on Grand Jury	35
11.14	Military Service Leave	35
11.14.1	Unpaid Leave of Absence	35
11.14.2	Entitlement to Return to Position Originally Held	35
11.15	Leaves for Teaching in a Foreign Country	36
11.16	Educational Leave	36
11.17	Other Leaves	36
11.17.1	Reasons for Leaves of Absence	36
11.18	Position Reinstatement	36
11.19	Fringe Benefits	36
ARTICLE XII – WORKDAY/WORK YEAR		37
12.1	Contract Work Year	37
12.1.1	Professional Academic School Calendar	37
12.1.2	Definition Pre-Service Day	37
12.1.3	Minimum Days for Elementary School	37
12.1.4	Minimum Days for Middle School	37
12.1.5	Late Start Days	38
12.2	School Related Activities	38
12.3	Supervision Duties	38
12.4	Professional Development Days	38
12.5	Planning Time – Elementary Schools	38
12.6	Instructional Periods and Preparation Period – Muscatel Middle School	38
12.7	Assessment Release Time – TK-Third Grade Teachers	39
12.8	Planning Time/Release Time 4, 5, 6 Grade Teachers	39
12.9	Dual Language Immersion (DLI) Teacher Release Time	40

12.10	Association President Release Time	40
12.11	Substitute Teachers – Muscatel Middle School.....	40
12.12	Substitute Teachers – Elementary Schools	40
12.13	Part-Time Teaching/Shared Teaching	40
12.14	Teacher on Special Assignment (T.O.S.A.).....	42
ARTICLE XIII – CLASS SIZE		44
13.1	Student/Teacher Ratios	44
13.1.1	Elementary School	44
13.1.2	Middle School	44
13.2	Class Size Limits	44
13.2.1	Kindergarten:	44
13.2.2	Grades 1-3:.....	44
13.2.3	Grades 4-6:.....	44
13.2.4	Combined grades K-1 or 3-4:.....	44
13.2.5	Middle school (grades 7-8):	45
13.2.6	Grades 7-8 physical education classes:	45
13.3	Exception to Class Size Limits	45
13.4	District Assurance of Compliance with Class Size Limits.....	45
ARTICLE XIV – TRANSFER AND REASSIGNMENT.....		46
14.1	Definitions	46
14.2	Intra-School Reassignment	46
14.3	Posting of Vacancies.....	46
14.3.1	Notice of Vacancy.....	46
14.3.2	Notice of Vacancies – Summer Session.....	47
14.4	Involuntary (Initiated by the District)	47
14.4.2	Condition for Involuntary Transfers or Reassignments	48
14.4.3	Displacement from Positions at a School Site/Reconfiguration of Programs/ Declining Enrollment/Elimination of Services.....	48
14.4.4	Transfer/Reassignment Procedures.....	49
14.4.5	Layoff Criteria.....	49
14.5	Voluntary (Initiated by Unit Member)	53
14.5.1	Voluntary Request.....	53
14.5.2	Remediation Program	53
14.6	Final Decision for Transfers/Reassignments	53

14.6.1	Written Rationale	53
14.7	Notifications and Released Time Allowances	54
14.7.1	Return Notification	54
14.7.2	Enrollment Requirements	54
14.7.3	Classroom Changes.....	54
ARTICLE XV – EMPLOYEE DISCIPLINE		56
15.1	District Rights and Responsibilities.....	56
15.1.1	Administrative Leave.....	56
15.2	Progressive Discipline Process	56
15.3	Progressive Discipline	56
15.3.1	Verbal or Written Warnings.....	56
15.3.2	Written Reprimand.....	57
15.3.3	Suspension	57
15.3.4	Right of Appeal.....	57
15.3.5	Confidentiality	57
15.3.6	Use of Transfers and Reassignments	57
15.3.7	Repeal or Modification	58
15.3.8	Notification of Suspension.....	58
ARTICLE XVI – SAFETY		59
16.1	Replacing or Repairing Employees’ Property.....	59
16.1.1	Payment of Incurred Losses.....	59
16.1.2	Employee’s Right to Recover Compensation	59
16.2	Insurance Policy Coverage vs. District’s Responsibility.....	59
16.3	Reason for Reimbursement.....	60
16.4	Reimbursement for Vehicle Damage Limitation	60
16.5	Security Cameras and Recording Equipment.....	60
ARTICLE XVII – SUMMER SCHOOL HIRING PROCEDURE		63
17.1	Posting of Positions	63
17.1.1	Notice of Summer School Vacancy	63
17.1.2	Second Notice of Summer School Vacancy	63
17.2	Selection Criteria.....	63
17.3	Notice of Appointment.....	63
ARTICLE XVIII – ECONOMIC AGREEMENT		64
18.1	Compensation	64

18.1.1	Retention Bonus.....	64
18.2	Salary Schedule Placement	64
18.2.1	Classifications	64
18.2.2	Provisions.....	64
18.3	Salary Placement.....	66
18.4	Extra Assignment Compensation Schedule	66
18.5	Fringe Benefits	67
18.5.1	Representation.....	67
18.5.2	Health Insurance Contribution	67
18.5.3	Health Insurance Base.....	67
18.5.4	Unused Portion of Fringe Benefit Contribution.....	67
18.5.5	Addition of Domestic Partner Coverage	67
18.6	Retiree Medical Benefits.....	68
18.6.1	Retiree Medical Benefits.....	68
18.6.2	District Paid Retiree-Only Premium	69
ARTICLE XIX – EVALUATION PROCEDURE & CALENDAR.....		70
APPENDIX A – SALARY SCHEDULES		71
APPENDIX B – EXTRA ASSIGNMENT COMPENSATION SCHEDULE.....		74
APPENDIX C – SCHOOL CALENDAR		75
APPENDIX D – PLANNING TIME/RELEASE TIME TK - 6 GRADE/DLI TEACHERS FORM		79
APPENDIX E – ABSENCE REQUEST/SUPERVISOR APPROVAL FORM		80
APPENDIX F – SIGNATURE PAGE.....		82

PREAMBLE

This Agreement is entered into by and between the ROSEMEAD SCHOOL DISTRICT (hereinafter “**District**”) and the ROSEMEAD TEACHERS’ ASSOCIATION/CALIFORNIA TEACHERS ASSOCIATION/NATIONAL EDUCATION ASSOCIATION (hereinafter “**Association**”), and supersedes the prior agreement between the parties dated July 1, 2019. This Agreement is made pursuant to the provisions of Government Code sections 3540, et seq.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

ARTICLE I – RECOGNITION

- 1.1 For the term of this Agreement, the District recognizes the Association as the exclusive representative for the following groups of certificated employees: Classroom teachers (grades TK-8), including but not limited to special education teachers, reading specialists, speech pathologists, instructional music teachers, Teachers on Special Assignment, ELD teachers, counselors, nurses, and share teachers.

Excluded: Psychologists, substitute teachers, home teachers, and all management employees as defined in the Educational Employment Relations Act.

ARTICLE II – DISTRICT RIGHTS

- 2.1 All District rights, powers, authority and functions, including rights to direct, manage, and control the school district, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, to the full extent of the law shall remain vested exclusively in the District except to the extent specifically surrendered by the express provisions of this Agreement.

ARTICLE III – WORK STOPPAGES

- 3.1 Separate and apart from, and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its members, agents, representatives, or certificated bargaining unit members shall call, cause, authorize, ratify, or engage in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever until completion of all impasse procedures prescribed by the Government Code. The Association further agrees that neither it nor its members, agents, representatives, or certificated bargaining unit members shall call, cause, authorize, ratify, or engage in any picketing on District property or during work hours of certificated unit members.

ARTICLE IV – SAVINGS CLAUSE

- 4.1 In the event any Article, Section, or portion of this Agreement shall be declared invalid or in contravention of any federal or state law or regulation by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be invalidated thereby and shall remain in full force and effect.

ARTICLE V – MAINTENANCE OF BENEFITS

- 5.1 The parties agree that written district policies related to wages, hours of employment, and other terms and conditions of employment as defined in Section 35643.2 of Chapter 10.7, Division 4, of Title I of the Government Code shall be in force for the term of this Agreement and the District shall not modify or change these policies with respect to the certificated bargaining unit, except: (1) where the policy is in conflict with law; (2) where required by state or federal statute enacted during the term of this Agreement; or (3) where required by state or federal case law decided during the term of this Agreement.

ARTICLE VI – WAIVER OF MEET AND NEGOTIATION

- 6.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of school district bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to meet and negotiate or to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, except as provided in Article V and VII.
- 6.2 This Article does not prevent the Association from bargaining about a change in past practice, which may be proposed by the District if the proposed change is within the scope of bargaining as defined by Government Code section 3543.2.
- 6.3 This Article should not preclude the parties from meeting and negotiating with respect to collective bargaining agreements to take effect after the expiration of the term of this Agreement.

ARTICLE VII – TERM OF AGREEMENT

- 7.1 This Agreement shall be in full force and effect from July 1, 2022 through and including June 30, 2025. The Association may propose contractual changes limited to salaries and fringe benefits for 2023-2024 and 2024-2025 school years. For such re-opener, either party may submit two (2) additional proposals for purposes of negotiations. Additional negotiations and/or revisions to this Agreement may occur by mutual agreement of the parties at any time. Such re-openers shall not affect the existence and/or continuity of the remainder of the contractual provisions except by mutual agreement. This Agreement between the Rosemead Teachers Association and the Rosemead School District will be updated annually to reflect negotiated revisions to this Agreement. Any agreement that does not last the duration of the existing Agreement shall be included as an Appendix and added to the Table of Contents. For the 2025-2026 year, the entire Agreement will be open for negotiations.
- 7.2 District will share with the Association forms relating to the provisions in this Agreement. RTA will be allowed to review and comment for the purposes of clarity, district wide consistency, and adherence to the Agreement. Examples include but are not limited to leaves of absences, evaluations, and employee discipline.

ARTICLE VIII – GRIEVANCE PROCEDURE

8.1 Definitions

- 8.1.1 A “grievance” is an alleged violation or misapplication or misinterpretation of provisions of this Agreement.
- 8.1.2 An “aggrieved person” or “grievant” is the Association or unit member making the claim.
- 8.1.3 The term “day” shall mean a regularly assigned work day for the unit members, excluding summer sessions.

8.2 Procedure

- 8.2.1 The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to grievances.
- 8.2.2 Unit members are encouraged to meet with their immediate supervisor in an effort to resolve potential grievances.
- 8.2.3 The time limits prescribed herein may be extended by mutual written agreement of the District and Association. If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall not be subject to arbitration and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner, at any level, the running of the time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.
- 8.2.4 Grievance documents and materials incidental to the processing of a grievance will be maintained in a separate grievance file.
- 8.2.5 Reasonable release time will be provided for processing of grievances. Grievances will be processed during non-instructional time whenever possible.
- 8.2.6 Processing and discussing the merits of an alleged grievance shall not constitute a waiver of a defense that the dispute is not grievable, provided that such defense was raised prior to submitting the grievance to arbitration.
- 8.2.7 Grievances which arise out of acts or omissions that are alleged to have occurred above the level of the school site administration, or that involve more than one school site, may be filed initially at Level Two within the same time limits and

including the same documentation as required at Level One. This does not preclude an informal resolution of the grievance with the superintendent or designee.

8.3 Progression of Grievance

8.3.1 Level One

In the event the grievant wishes to initiate a grievance, the grievant shall submit to the immediate supervisor a written statement which shall describe the facts and conditions giving rise to the grievance, the provisions of the Agreement alleged to have been violated, and the remedy sought. The written statement which shall be submitted within thirty (30) days after the act or omission giving rise to the grievance, or the time that the grievant became aware of the alleged act or omission. If the grievance involves a probationary unit member, the time limit for initiating the grievance shall be extended to April 15th of their second year of probation. The immediate supervisor may call a meeting with the grievant and Association representative prior to issuing a written response. The immediate supervisor shall respond in writing to the grievant within ten (10) days of receipt of the written Level One grievance.

8.3.2 Level Two

In the event the grievant is not satisfied with the response from the immediate supervisor, or if no response is received within the ten (10) days, the grievant may appeal to the Superintendent, or designee, within ten (10) days after receipt of the Level One response, or its due date. The written statement shall describe the facts and conditions giving rise to the grievance, the provisions of the Agreement alleged to have been violated, and the remedy sought. The Superintendent, or designee, may call a meeting with the grievant and Association representative prior to issuing a written response. The Superintendent, or designee, shall respond to the grievant in writing within ten (10) days after receiving the appeal.

8.3.3 Level Three

If the grievant is not satisfied with the response of the Superintendent, or designee, the grievant may, within ten (10) days of its receipt or due date, request the Association to submit the grievance to arbitration. The Association shall notify the

District that such a request has been received within five (5) days of receipt. The Association shall give written notice of its decision, whether or not to submit the grievance to arbitration, to the grievant and the District within twenty (20) days after receipt of the request from the grievant.

8.3.4 Arbitration

8.3.4.1 The selection of the Arbitrator and the processing of the appeal shall be conducted according to the Voluntary Labor Arbitration Rule of the American Arbitration Association, except as otherwise mutually agreed to in writing. All fees and expenses of the Arbitrator shall be borne equally by the parties. Each party shall bear the expenses of the presentation of its own case.

8.3.4.2 The Arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of provision(s) of this agreement in the respect alleged in the grievance and the appropriate remedy, if any. The decision of the Arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other, and upon arguments presented in briefs.

8.3.4.3 The Arbitrator shall not have authority, nor consider it his/her function to decide any issue not submitted or to so interpret or apply to the Agreement as to change that which can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.

ARTICLE IX – PERSONNEL FILES

9.1 Location of Personnel Files

All personnel files of unit members shall be located at the District Office.

9.2 Materials in Personnel Files

Materials in the file will be made available for inspection by the unit member during non-instructional time provided, however, that such inspection is not to include ratings, reports, or records, which were:

9.2.1 Obtained prior to the employment of the unit member;

9.2.2 Prepared by identifiable examination committee members; or

9.2.3 Obtained in connection with promotional examinations.

The unit member may give written authorization for examination or copying of their personnel file by an Association representative. Such examination shall be during non-instructional times, and copies may be charged to the Association at the District's cost.

9.3 Derogatory Information Contained in Personnel File

Information of a derogatory nature, except for materials exempted by this Article, in paragraph 9.2.1, 9.2.2, and 9.2.3 above, shall not be entered or filed until the unit member is given a copy of the information and will sign and date a form that states they have been notified of their right to review and provide a rebuttal thereon. The unit member's rebuttal shall be attached to and filed with the derogatory materials if requested by the unit member.

9.4 Filing Protocols for Personnel Files

The person responsible for placing material in a unit member's file shall initial the material and indicate the date on which it was placed in the file. Persons reviewing the file will initial and date the log.

9.5 Consideration of Materials

No personnel file material relating to matters occurring more than four (4) years prior to the filing of charges for suspension or dismissal may be used as a basis for a decision to suspend or dismiss.

ARTICLE X – DUES DEDUCTIONS AND REPRESENTATION

FEES

10.1 Dues Deduction:

- 10.1.1 Any unit member who is a member of the Rosemead Teachers Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated.
- 10.1.2 Unit members who are current RTA members may maintain membership for the term of Agreement and may be subject to automatic payroll deduction.
- 10.1.3 With respect to all sums deducted by the District pursuant to this Article, for membership dues, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.
- 10.1.4 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

10.2 Non-Unit Member Representation

Any non-unit member who requests that the grievance or arbitration provisions of the Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

10.3 Indemnity

- 10.3.1 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred by the District in defending against any court action and/or any administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the Agency Fee provisions of this Agreement or their implementation, and any damage award result there from.

10.3.2 After consultation with the District, the Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph one shall or shall not be compromised, resisted, defended, tried, or appealed. Any dispute as to the reasonableness of legal fees and costs shall be determined by a court of competent jurisdiction.

ARTICLE XI – LEAVES OF ABSENCE

The following leave sections shall be applicable to unit members during the regular school year and shall not be applied to summer school with the exception of Industrial Accident Leave, which shall be applicable to any employment or job related activity.

11.1 Sick Leave

- 11.1.1 Unit members employed for five (5) days per week for a full contract year shall be entitled to ten (10) days leave of absence for illness, mental wellness, or injury for each year. Unit members working less than full time shall be entitled to sick leave in the same ratio that their employment bears to full-time employment. Time spent on sick leave shall count for salary schedule advancement.
- 11.1.2 Unused sick leave shall be accumulated from year to year. A unit member may transfer accumulated sick leave into this district according to procedures and requirements of Education Code Section 44979. The District agrees to provide annual notification of the unit member's sick leave entitlement no later than November 1st of the current school year. This notification shall break down accumulated leave from previous years, plus current year's sick leave, giving a current grand total of sick leave entitlement.
- 11.1.3 Unit members shall make any and all reasonable efforts to notify the district via the online absence system of their intended absence for the following work day no later than 9:00 p.m. the prior day.
- 11.1.4 Upon return to active service, the unit member shall complete the agreed upon Absence Request and Supervisor Approval Form and submit it to the immediate supervisor.
- 11.1.5 A unit member becoming aware of the need for absence due to surgery or other predictable or previously scheduled cause shall notify the District as far in advance of the initial disability date as possible. The notice shall include the anticipated date of return. Prior to return to service, the District may require the unit member to submit a medical statement indicating their ability to return to his/her present position without restrictions or detriment to the employee's physical or emotional well-being.

- 11.1.6 The unit member shall provide, upon district request, verification of the use of sick leave for illnesses exceeding five (5) consecutive days.
- 11.1.7 If, upon termination, a unit member has used more sick leave than has been earned or accrued, that deficit, in a dollar amount calculated from the equivalent daily rate for that unit member, at the time of termination, will be deducted from the final salary warrant.
- 11.1.8 Upon exhaustion of the unit member's fully paid sick leave, they shall be entitled to compensation at the rate of 50% of their normal daily rate of pay or the difference between their regular daily rate of pay and the regular daily substitute rate, whichever is higher, for a period not to exceed one hundred (100) teaching days per school year.

11.2 Personal Necessity Leave

- 11.2.1 Personal necessity leave may be utilized by a unit member who has sufficient sick leave credit, for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and which cannot be dealt with during off-duty hours.
- 11.2.2 A unit member may elect to use not more than seven (7) days per year of unused sick leave for purposes of personal necessity leave. Unused personal necessity leave entitlement shall not be accumulated from year to year. The number of days of personal necessity leave shall not exceed the number of full days of unused sick leave to which the unit member is entitled. Exceptions may be made by the Superintendent or Superintendent's designee to grant up to ten (10) days per year based upon unusual and extenuating circumstances. Time spent on personal necessity leave shall count for salary schedule advancement.
- 11.2.3 The unit member shall submit written notice to the immediate administrator by 3:00 p.m. of the preceding work day that they intend to take personal necessity leave, except where extenuating circumstances make such notice impossible, as in the following examples:
 - 11.2.3.1 Death or serious illness of a member of the immediate family. (This leave provision shall be in addition to those provided under the Bereavement Leave provisions).

11.2.3.2 Accident involving the unit member or their property, or the person or property of a member of the immediate family.

11.2.4 The unit member shall make every reasonable effort to comply with the District procedures designed to secure substitutes and shall notify the immediate administrator of the expected duration of the absence at the earliest possible time.

11.2.5 Upon return to active service the unit member shall complete the District's Absence Request and Supervisor Approval Form and submit it to the immediate supervisor.

11.3 Bereavement Leave

When death occurs in the immediate family of any unit member, they shall be entitled up to five (5) days leave of absence, per death, to be utilized within a twelve (12) month period from the date of death. District may require verification for approval. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections. When unusual circumstances exist, the Superintendent or designee may authorize additional bereavement leave with full salary compensation. Time spent on bereavement leave shall count for salary schedule advancement.

Members of the immediate family are defined as the employee's:

- spouse or registered domestic partner
- parent or parent in-law
- child or child in-law
- grandparent
- grandchild
- sibling or sibling in-law
- other person living in the immediate household of the unit member

One (1) day of bereavement leave may be granted to attend the funeral or memorial service of an aunt, uncle, niece, or nephew.

11.4 Family Care Leave

11.4.1 Eligibility

Any unit member who has served the district for one (1) or more school years shall be eligible to take unpaid family care leave under the provisions of state and federal law.

11.4.2 Use of Family Care Leave

Family care leave may be used for the following reason:

- 11.4.2.1 Because of the birth of the employee's child, and in order to care for the child.
- 11.4.2.2 Because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child.
- 11.4.2.3 In order to care for the employee's child, parent, or spouse/registered domestic partner with a serious health condition.
- 11.4.2.4 Because of the employee's own serious health condition which makes the employee unable to perform their job.

11.4.3 Definitions

- 11.4.3.1 For purposes of this regulation, "child" means a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, or a child of a person standing in loco parentis (in place of the parent) as long as the child is under 18 years of age or an adult dependent child.
- 11.4.3.2 "Parent" means a biological, foster or adoptive parent, a stepparent, or a legal guardian; it includes an individual who stood in loco parentis to an employee when the employee was a child.
- 11.4.3.3 "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:
 - 11.4.3.3.1 Inpatient care in a hospital, hospice, or residential health care facility, or
 - 11.4.3.3.2 Continuing treatment or continuing supervision by a health care provider.

11.5 Duration of Leave - Family Care Leave

11.5.1 Maximum Leave

Family care leave shall not exceed twelve (12) workweeks during any twelve (12) month period if taken for the employee's own serious health condition, because of foster care placement, or to care for a person who stood in loco parentis and who is not a foster or adoptive parent, step-parent, or legal guardian. This leave may be taken intermittently or on a reduced leave schedule when medically necessary. The employee may be required to take the leave for periods of a particular duration (not to exceed the duration of the planned medical treatment) or to transfer temporarily to a different job that has the equivalent pay and benefits but could better accommodate recurring periods of leave.

11.5.2 Other Family Care Leave

Family care leave for any other reason shall not exceed a total of four (4) months within a twenty four (24) month period unless a longer leave is agreed upon by the district and the unit member.

11.5.3 Family Care Leave for Birth/Adoption

Leave taken for birth or adoption must be initiated within one (1) year of the birth or adoption. Leaves may be subject to a minimum duration or can be taken intermittently or on a reduced leave schedule depending on the reason for the leave. Leaves may be subject to special rules.

11.5.4 Family Care Leave in Conjunction with Pregnancy Disability Leave

When used in conjunction with the maximum four (4) -month pregnancy disability leave under Government Code 12945, family care leave shall be no more than one (1) month unless the district and the unit member agree otherwise.

11.6 Terms of Leave - Family Care Leave

11.6.1 Sick leave shall be used during the period of family care leave only if the unit member so agrees.

- 11.6.2 During the otherwise unpaid portion of pregnancy disability leave, the unit member may use an accrued sick time, but the district may not require the unit member to do so.

11.7 Maintenance of Benefits - Family Care Leave

11.7.1 Entitlement to Continue Participation in District's Health Plan

During the period of family care leave, the unit member shall continue to be entitled to participate in the district's health plan.

11.7.2 Health Care Premiums

After twelve (12) weeks of family care leave, the unit member will be required to pay the health care premium for the remainder of the leave.

11.7.3 Continued Entitlement in Plans

During the period of family care leave, the unit member shall continue to be entitled to participate in pension and retirement plans, supplemental unemployment benefit plans, and/or any other employee welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose.

11.7.4 Retention of Employment Status

The unit member shall retain their employment status with the district during the leave period, and the leave shall not constitute a break in service for purposes of longevity or seniority under any employee benefit plan or collective bargaining agreement. For purposes of layoff, recall, promotion, job assignment, and seniority-related benefits, the unit member returning from family care leave shall return with no less seniority than what the unit member had when the leave began.

11.8 Requests, Advance Notice, and Certification - Family Care Leave

If a unit member learns of the need for family care leave more than thirty (30) days before the leave is to begin, the unit member shall give the district at least thirty (30) days' written advance notice. If the unit member learns of the need for family care leave fewer than thirty (30) days in advance, the unit member shall provide such notice as soon as practical.

11.8.1 Planned Medical Treatment Scheduling

If leave is needed for a planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of district operations. This scheduling shall be subject to the health care provider's approval.

11.8.2 Leave Requests to Care for Seriously Ill Family Member

A unit member's request for leave to care for a child, spouse/registered domestic partner, or parent who has a serious health condition shall be supported by a certification from the health care provider of the person requiring care. This certification shall include:

- 11.8.2.1 The date, if known, on which the serious health condition began.
- 11.8.2.2 The probable duration of the condition.
- 11.8.2.3 An estimate of the amount of time the health care provider believes the unit member needs to care for the child, parent, or spouse/registered domestic partner.
- 11.8.2.4 A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent, or spouse/registered domestic partner.

11.8.3 Additional Leave Request

If additional leave is needed when the time estimated by the health care provider expires, the district may require the unit member to provide re-certification as specified above.

11.8.4 Request for Personal Serious Health Condition

A unit member's request for leave because of their own serious health condition shall be supported by a certification from the unit member's health care provider. This certification shall include:

- 11.8.4.1 The date on which the serious health condition began.
- 11.8.4.2 The probable duration of the condition.

11.8.4.3 The appropriate medical facts within the knowledge of the health care provider regarding the condition.

11.8.4.4 A statement that the unit member is unable to perform the functions of their job.

11.8.4.5 If the unit member is requesting leave for intermittent treatment or leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave.

Note: The district can challenge the certification and require the employee to obtain, at district expense, a second opinion from a district-approved health care practitioner. If the second opinion is contrary to the first, the district may require, again at district expense, that the employee obtain a third medical opinion from a third health care practitioner approved by both the employee and the district.

11.8.5 Guarantees

11.8.5.1 Upon granting a unit member's request for family care leave, the district shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. At the unit member's request, the district shall provide this guarantee in writing.

11.8.5.2 The district shall not refuse to hire and shall not discourage, fine, suspend, expel, or discriminate against any unit member because they exercise the right to family care leave or because they give information or testimony related to their or another person's family care leave in an inquiry related to family leave rights.

11.8.5.3 In accordance with law, the district shall notify the unit members of their right to request family care leave.

11.9 Child Preparation/Child Care Leave

11.9.1 Request for Unpaid Leave of Absence

The unit member may request an unpaid leave of absence for the purpose of preparing for the child at any time prior to the birth of the child. The request for a

child preparation leave shall be accompanied by a physician's statement indicating the expected date of the child's birth and/or the expected time of physical disability.

11.9.2 Request for Unpaid Leave of Absence for Infant Care

The unit member may request an unpaid leave of absence for the purpose of infant care at any time after the pregnancy is known. This leave of absence is in addition to any disability and family care leave rights and is subject to the approval of the Board of Trustees; the length of the leave shall be no longer than the balance of the year in which leave is requested plus the following school year.

11.10 Industrial Accident or Illness Leave

11.10.1 Definitions

The accident or illness must have arisen out of and in the course of employment.

11.10.2 District Rights

The district reserves the right to require a unit member to furnish proof from a physician of cause and necessity of absence during an industrial accident leave. However, if any unit member has notified the district in writing prior to the date of injury that they have a personal physician, the unit member shall have the right to be treated by such physician from the date of the injury. For the purpose of this section "personal physician" means the unit member's regular physician and surgeon, licensed pursuant to Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professionals Code, who has previously directed the medical treatment of the unit member, and who retains the unit member's medical records, including their medical history.

11.10.3 Maximum Leave

Allowable leave for each industrial accident or illness shall not exceed sixty (60) working days and shall not extend beyond the last day for which temporary disability indemnity is received.

11.10.4 Leave – No Accumulation

Allowable leave shall not be accumulated from year to year. However, time spent on this leave shall count for salary schedule advancement.

11.10.5 Commencement of Leave Rules and Regulations

The leave under these rules and regulations shall commence on the first day of absence.

11.10.6 Leave Salary Pay

When a unit member is absent from their duties due to industrial accident or illness, they shall be paid such portion of the salary due to them for any month in which absence occurs, as when added to their temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to them of not more than their full salary.

11.10.7 Leave Reduction

Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

11.10.8 Leave Overlap of Fiscal Year

When an industrial accident or illness leave overlaps into the next fiscal year the unit member shall be entitled to only the amount of unused leave due to them for the same illness or injury.

11.10.9 Temporary Disability Indemnity Checks

During any paid leave of absence, the unit member shall endorse to the district the temporary disability indemnity checks received due to their industrial accident or illness. The district, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.

11.10.10 Benefit Eligibility

The benefits provided by these rules and regulations shall be applicable to all unit members immediately upon becoming an employee of the district.

11.10.11 Out of State Travel

Any unit member receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the governing board authorizes travel outside the State.

11.10.12 Use of Sick Leave

Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided for sick leave (Education Code Sections 44977, 44978) and their absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability will result in payment to them of not more than their full salary.

11.10.13 Exhaustion of Paid Leaves

When all available paid leaves have been exhausted and the unit member is not able to resume the duties of their position, they may elect to resign, request a leave of absence without pay, or be dismissed.

11.10.14 Entitlement to Other Sick Leave

The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Education Code Section 45191. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if a unit member is receiving workers' compensation the unit member shall be entitled to use only so much of their accumulated or available sick leave or other available leave, which, when added to the workers' compensation award, provide for a full day's wage or salary.

11.11 Sabbatical Leave

11.11.1 Definition

Sabbatical leave is a leave of absence not to exceed one (1) year for the purpose of permitting study at an accredited college or university, independent study, travel, or a combination of travel and study by the employee which will benefit the schools

and pupils of the district. Time spent on sabbatical leave shall count toward salary schedule advancement.

11.11.2 Availability of Sabbatical Leave

Sabbatical leave is available to certificated unit members who have rendered service to the district for at least seven (7) consecutive years preceding the granting of the leave, and not more than one (1) such leave shall be granted in each seven-year period.

11.11.3 Procedure

11.11.3.1 The applicant who requests leave for study at an accredited college or university or for independent study must submit a proposal outlining the program of study to be undertaken. Before returning to duty, the unit member shall submit a transcript of work taken and grades earned or a description of work accomplished.

11.11.3.2 The applicant who desires to travel must submit a detailed statement of the proposed itinerary. Before returning to duty, the unit member on sabbatical leave shall submit a summary of their trip together with a statement of the educational growth believed to have been obtained.

11.11.3.3 The number of unit members on sabbatical leave shall not exceed 2% of the certificated employees. The granting of such leave will be governed by the purpose of the leave and seniority in the district. This leave may be granted for one (1) or two (2) semesters.

11.11.3.4 Unit members desiring sabbatical leave will submit their program of study and/or itinerary to the Superintendent by March 1. The Superintendent shall give notice to the applicant whether the request was granted or rejected within sixty (60) days.

11.11.3.5 A committee composed of one (1) teacher selected by the person requesting the leave, one (1) person selected by the administration, and a third person mutually selected by both shall review the request and submit their recommendation to the Superintendent who shall report the recommendation to the Board. The final decision rests with the Board of Trustees.

- 11.11.3.6 Absence on sabbatical shall count as a regular period of service and shall not interrupt the unit member's progress on the salary schedule.
- 11.11.3.7 Compensation shall not exceed one-half the salary of the unit member taking leave or 100% of the lowest step on the current salary schedule, whichever is greater.
- 11.11.3.8 The salary for the sabbatical leave shall be paid in two (2) equal installments. The first installment shall be paid at the end of the first semester of teaching following the leave and the second installment at the end of the third semester following the leave.
- 11.11.3.9 The unit member shall state in writing that upon return from the leave they will render two (2) years' service to the district if on a year's leave, or one (1) years' service if the unit member is on a semester leave.
- 11.11.3.10 Interruption of the sabbatical leave caused by serious accident or illness shall not affect the amount of compensation to be paid to the unit member under the terms of the leave. However, the Superintendent must be notified by registered mail ten (10) days after the occurrence of the accident or illness, and a doctor's statement verifying the accident or illness must be submitted.
- 11.11.3.11 The leave time shall count toward retirement and the district shall continue paying into the unit member's STRS account. The unit member shall remit to the district their required STRS contribution.
- 11.11.3.12 At the expiration of the sabbatical leave, the unit member shall be reinstated in the position held at the time the leave was granted. In the event that the position has been eliminated or a decrease in enrollment has reduced the number of classes at that grade level, the unit member will be assigned to a position which they are qualified to fill.
- 11.11.3.13 Both the governing board and the district shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any unit member of the district employed in a position requiring certification qualifications when the death or injury occurs which the unit member is on any leave of absence granted under the provisions of Sections 44962-44976, inclusive.

11.12 Jury Duty Leave

In the event that a certificated unit member is mandated to serve on jury duty during scheduled working periods, they shall be granted unlimited leave and receive full compensation (less any jury duty fees received while serving on jury duty). Service on jury duty shall count toward salary schedule advancement.

11.13 Grand Jury Leave

11.13.1 Request of Unpaid Leave of Absence

Certificated unit members may request an unpaid leave of absence for not less than one (1) semester or more than one (1) year for the purpose of serving on a grand jury.

11.13.2 Selection to Serve on Grand Jury

When a unit member is selected to serve on a grand jury, they may request an unpaid leave of absence during the year of grand jury duty.

11.14 Military Service Leave

11.14.1 Unpaid Leave of Absence

The Board of Trustees shall grant an unpaid leave of absence to all certificated unit members, on regular contract, for the duration of military service, subject only to presentation of satisfactory evidence of physical and mental fitness to serve the district on return from military service. Such absence shall not affect in any way the classification of the unit member. The period of such military absence shall not count as a part of the service required for the classification of a probationary unit member as a permanent employee of the district.

11.14.2 Entitlement to Return to Position Originally Held

Within six (6) months after the honorable discharge of a certificated unit member from the armed forces of the United States, such unit member shall be entitled to return to the position held at the time of their entrance into military service and to receive the salary to which they would be entitled had they continued in the service of the school district. (Education Code Section 44800)

11.15 Leaves for Teaching in a Foreign Country

Any unit member may be granted a leave of absence for one (1) year to teach in a foreign country. This type of leave shall be granted without salary and permits the teacher to teach in an accredited foreign school, in an American sponsored school abroad, or in an exchange teaching program. Time spent on this leave shall count for salary schedule advancement.

11.16 Educational Leave

Permanent unit members may petition for an unpaid educational leave for study or research. Not more than one (1) such leave shall be granted in each seven-year period.

11.17 Other Leaves

11.17.1 Reasons for Leaves of Absence

Leaves of absence for reasons other than those stated above may be granted by the governing board for a maximum of one (1) school year in accordance with any of the following criteria:

- 11.17.1.1 The leave is necessary to the welfare of the unit member's family.
- 11.17.1.2 The leave is necessary due to the unit member's spouse/registered domestic partner being required, due to their job, to be away from the area.
- 11.17.1.3 Due to personal reasons the unit member feels it would be in the best interest of the district and the unit member to be granted a year's leave.

11.18 Position Reinstatement

Any unit member on leave of absence for one (1) school year or less is given assurance by the Board of Trustees that upon expiration of the leave the unit member shall be reinstated in the position held at the time the leave was granted. Upon return from a leave of greater than one (1) school year, the unit member will be assigned to an available position for which they are credentialed. [[refer to 11.8.5](#)]

11.19 Fringe Benefits

Unit members on Board-approved unpaid leave may participate in the district's health insurance program at the established rate by submitting premium payments as required.

ARTICLE XII – WORKDAY/WORK YEAR

12.1 Contract Work Year

The contract work year for unit members shall be 180 Instructional Days and one (1) Pre-Service Day for teacher preparation, with the exception of new teachers, who shall serve an additional two (2) days. Any Professional Development Days will be negotiated on an annual basis.

12.1.1 Professional Academic School Calendar

(See [Appendix C](#))

12.1.2 Definition Pre-Service Day

Pre-Service Day will consist of a district welcome back for all staff from 7:30 a.m. - 9:30 a.m. and teacher classroom preparation from 9:45 a.m. - 2:30 p.m. with no staff meetings held on this day.

12.1.3 Minimum Days for Elementary School

TK-6 will be allocated six (6) minimum days for bargaining unit members to prepare for the following purposes:

- 12.1.3.1 First day of school
- 12.1.3.2 Three (3) Parent Conferences
- 12.1.3.3 One (1) Open House
- 12.1.3.4 One (1) Last day of school

12.1.4 Minimum Days for Middle School

Muscatel will be allocated four (4) minimum days for bargaining unit members to prepare for the following purposes:

- 12.1.4.1 First day of school
- 12.1.4.2 One (1) Quarter 2 report card preparation time (the Friday before the quarter 2 report card due date)
- 12.1.4.3 One (1) Quarter 4 report card preparation time (the Friday before the quarter 4 report card due date)
- 12.1.4.4 One (1) Last day of school

12.1.5 Late Start Days

All schools will implement a late start schedule on designated Wednesdays for a total of 18 days per school year, as identified in the annual school calendar.

12.2 School Related Activities

Unit members shall spend such time at school and in school related activities, such as a Back to School Night, Open House, and other events, which are necessary to provide for student needs and a quality educational program. Unit members shall be present at their respective school sites and engaged in school duties at least thirty (30) minutes before the commencement of the instructional day.

12.3 Supervision Duties

Supervision duties shall be equitably assigned by the site administrator based on the needs of the instructional programs at the site.

12.4 Professional Development Days

Unit members will participate in professional development days as negotiated annually. The District will seek input from unit members on professional development day topics. (See [Appendix C](#))

12.5 Planning Time – Elementary Schools

General education and SDC elementary school teachers shall be entitled to an average of sixty (60) minutes per instructional week to be used at the teacher's discretion, separate from other meetings. Teachers who lose their weekly planning time due to a single day holiday, student free day, staffing shortage or other unforeseen circumstances, will have that time rescheduled within a timely manner. This provision will be enforced only in weeks with four (4) or more instructional days. Unit members absent on their planning day will not be rescheduled. RSP teachers shall be entitled to a minimum of 300 minutes of planning time per instructional week.

12.6 Instructional Periods and Preparation Period – Muscatel Middle School

The Muscatel Middle School instructional day shall include seven (7) periods. Teachers shall be assigned six (6) instructional periods and one (1) preparation period. Special Education teachers shall be assigned five (5) instructional periods, one (1) preparation

period, and one (1) additional period for purposes such as assessing students and writing IEPs. Preparation time shall be used at teacher's discretion separate from other meetings, unless agreed to by the teacher.

12.7 Assessment Release Time – TK-Third Grade Teachers

For the purpose of conducting individual student assessments:

- a. Unit members assigned to teach grades TK through third regular education or SDC will be allocated a total of two (2) days per school year.
- b. Implementation of this article is with the understanding that unit members' use of substitute days is contingent upon District needs.
- c. It is the unit member's responsibility to fill out the Planning Time/Release Time TK-6 Grade/DLI Teachers Form before use of substitute time. Unit members will make every effort to turn in the form to the District Office at least two (2) school days prior to requested day of release.
- d. Requests for substitute days will be coordinated with the site administrator in conjunction with Human Resources department staff.

12.8 Planning Time/Release Time 4, 5, 6 Grade Teachers

For the purpose of on-site curriculum planning, assessment, evaluation and reporting, and/or improvement of instructional strategies:

- a. Unit members assigned to teach regular education or SDC grades 4, 5, or 6 will be allocated a total of two (2) days per school year.
- b. Implementation of this article is with the understanding that unit members' use of substitute days is contingent upon District needs.
- c. It is the unit member's responsibility to fill out the Planning Time/Release Time TK-6 Grade/DLI Teachers Form before use of substitute time. Unit members will turn in the form to the District Office at least two (2) school days prior to requested day of release.
- d. Requests for substitute days will be coordinated with the site administrator in conjunction with the District Human Resources department staff.

12.9 Dual Language Immersion (DLI) Teacher Release Time

All DLI teachers shall receive one (1) release day per trimester. It is the unit member's responsibility to fill out the Planning Time/Release Time TK-6 Grade/DLI Teachers Form before use of substitute time.

12.10 Association President Release Time

The RTA President shall be granted release days for conducting union business, which includes, but is not limited to, union meetings, union conferences, and school site visits with prior approval by the Superintendent.

12.11 Substitute Teachers – Muscatel Middle School

In the event the district is unable to obtain a substitute teacher for a teacher who is absent at Muscatel Middle School, the class may be covered by utilizing teachers during their planning and conference periods. Each teacher participating in this assignment would be compensated at the rate of one-fifth of the long term substitute daily rate.

12.12 Substitute Teachers – Elementary Schools

When a substitute is needed at an elementary school, and would normally be called and is not available, the District will divide any class without a substitute among other teachers, with each teacher receiving a proportionate share of the long term substitute daily rate.

12.13 Part-Time Teaching/Shared Teaching

Proposals submitted for part-time teaching/share teaching will be reviewed by a committee composed of principals and the Superintendent or designee who will submit their recommendations to the Superintendent.

If teachers wish to initiate, continue, or terminate a part-time/share teaching assignment, the deadline to submit a proposal to the Superintendent or designee is February 1st of each year. The proposal shall be signed by the teachers and the principals involved in both the old and new job assignments. The signatures of the principal(s) shall not indicate approval or disapproval. If a proposal is denied, the teachers shall receive a written response to their written proposal.

Proposals submitted by teachers shall include:

- a. How they will share the position.
- b. Verification that their classroom philosophy is mutually acceptable and consistent.
- c. Assurance that curricular and instructional strengths will be used to the best advantage for their students.
- d. A specific plan which outlines tasks, schedules, curricular program, report cards, conferences, testing, etc.
- e. A detailed plan for establishing communication with each other, students, staff, and parents.

Regulations:

Both teachers will be required to attend staff meetings on the days on which they are teaching, and evening activities unless prior approval is received from the principal. Both teachers will be required to attend Professional Development/student-free days, to be pro-rated in accordance with their assignment. Example: If the district has eight (8) Professional Development Days on the work calendar, a 50% part-time teacher/shared teacher will be required to attend four (4) of the eight (8) days. The additional days will be optional and compensated at a per diem rate for the additional PD days attended.

Teachers must be permanent and fully credentialed to qualify for a Shared Teaching Assignment.

Both teachers will substitute for one another when absent from class, unless extenuating circumstances preclude this.

Principals will submit two (2) annual written evaluations, one (1) prior to Winter Break and one (1) prior to Spring Break, to the Superintendent, or designee, regarding the effectiveness of the program. If in the principal's opinion, the program is not working effectively, the Superintendent, or designee, will also be included in the evaluation process.

If it is the consensus of the principal, and/or Superintendent or designee that the program is not effective, the senior teacher or the permanent status contract teacher will become the

full-time teacher and the other will take another assignment that may include daily substitute teaching at their contract daily rate.

For existing part-time/shared teaching assignments (established prior to 2017-2018 school year):

Both teachers will be required to be in daily attendance during the first five (5) student school days and the last student school day of the academic year.

For new part-time/shared teaching assignments (beginning the 2017-2018 school year):

Both teachers will be required to be in daily attendance during the first two (2) weeks of student school days and the last student school day of the academic year.

After a part-time/shared teaching assignment team has completed a successful year and a new agreement has been approved by the principal and district office, both teachers will be required to be in a daily attendance during the first five (5) student school days and the last student school day of the academic year.

Leaves, such as sick leave, personal necessity, and bereavement will be prorated in accordance with a teacher's part-time/shared teaching assignment percentage.

Refer to [Article XIV Transfer/Reassignment](#) regarding shared teaching seniority guidelines.

12.14 Teacher on Special Assignment (T.O.S.A.)

A Teacher on Special Assignment (T.O.S.A.) shall be defined as a unit member released from their classroom or assigned in a T.O.S.A. position in lieu of the classroom for the purpose of filling a position to be supervised by a District level or school site level administrator, outside of the normal classroom environment.

TEACHER ON SPECIAL ASSIGNMENT POSITIONS

- 12.14.1 The District shall create a job description, including work hours for each Teacher on Special Assignment position and negotiate its approval with the Association.
- 12.14.2 Openings for T.O.S.A. positions shall be advertised and filled following the same procedures used for advertising/filling of all other certificated positions in the District.
- 12.14.3 T.O.S.A.'s shall not evaluate other employees.
- 12.14.4 A T.O.S.A. who wishes to return to the classroom, or whose assignment has ended, may be assigned to any location, and assigned such classes as he or she they may be credentialed to teach. However, the District will make a reasonable effort to assign the unit member to the same school and same assignment that the unit member held before becoming a T.O.S.A.
- 12.14.5 T.O.S.A. positions will be advertised/filled on an annual basis as needed. The District has the right to return a T.O.S.A. at any time to a teaching position for which they are credentialed to teach.

ARTICLE XIII – CLASS SIZE

13.1 Student/Teacher Ratios

The District shall make reasonable efforts to meet the following student/teacher ratios, subject to the constraints of staff availability and qualifications, plant and classroom limitations, student transportation problems, avoidance of double sessions, special student needs such as concentrations of educationally disadvantaged students, innovations in methods and program and financial ability:

13.1.1 Elementary School

Each elementary school (grades TK-6) shall be staffed on a ratio of one (1) teacher for each thirty (30) students. This ratio shall exclude all Special Education teachers, ESL teachers, and staff associates.

13.1.2 Middle School

Muscatel Middle School (grades 7-8) shall also be staffed on a ratio for one (1) teacher for each thirty (30) students excluding special education teachers. However, at the middle school, the student population shall be increased by 1/6th (.167) when the staffing ratio is computed in order to accommodate the middle school preparation period.

13.2 Class Size Limits

13.2.1 Kindergarten:

No class size shall exceed thirty-three (33) students.

13.2.2 Grades 1-3:

No class size shall exceed thirty-two (32) students.

13.2.3 Grades 4-6:

No class size shall exceed thirty-five (35) students.

13.2.4 Combined grades K-1 or 3-4:

Shall be covered by the Grade 1-3 maximums.

13.2.5 Middle school (grades 7-8):

No class size shall exceed thirty-six (36) students.

13.2.6 Grades 7-8 physical education classes:

No class size shall exceed forty-seven (47) students.

13.3 Exception to Class Size Limits

Excluded from the class size limits in 13.2 above are the students and teachers in Special Education, ELD, instrumental music, and any “over-ratio” class for which the teacher involved and the Association has made a written waiver request.

13.4 District Assurance of Compliance with Class Size Limits

A unit member or the Association reports in writing to the Principal and Superintendent/designee that their class exceeds the above maximums, the District shall ensure compliance with the maximums within fifteen (15) working days (excluding the first three (3) weeks of school) from the date said notice is received by the Superintendent or designee.

ARTICLE XIV – TRANSFER AND REASSIGNMENT

14.1 Definitions

14.1.1 A transfer is defined as a change from the unit member's assigned work location to another work location at a different work site.

14.1.2 A reassignment is defined as a change of position within the same school or facility. Specifically, in grades TK-6, it is a change of grade level and in grades 7-8, a change from one (1) subject matter area to another. For middle school teachers who teach more than one (1) subject matter, constitutes the majority of their teaching assignment. This language shall not prohibit the District from assigning a teacher to an assignment to which they are qualified based on legitimate educational needs.

14.2 Intra-School Reassignment

When a unit member vacates an existing position at a school, the position will be posted in writing for five (5) working days. If the position is filled by another teacher from that campus, the newly vacated position will again be posted in writing on the same campus. The remaining open position will then be reported to the Superintendent or designee for posting within the District.

14.3 Posting of Vacancies

14.3.1 Notice of Vacancy

A vacancy is any vacated or newly created position within the bargaining unit. The District shall develop and deliver to each unit member and the President of the Association, and post at each school, a notice of each vacancy as soon as the District determines the need to fill the vacancy. Each notice shall state:

- A deadline for applications which shall be not less than five (5) working days between September 1 and June 30, and not less than three (3) weekdays between July 1 and August 31, after the first date of posting;
- A description of the position and duties; and
- A list of all qualifications and requirements for the position.

The vacancy shall not be filled prior to the posted deadline.

14.3.2 Notice of Vacancies – Summer Session

The District shall notify unit members of any vacancies which may arise during the summer recess via district email and phone notification.

14.3.2.1 The District will give special consideration to current unit members for vacant positions. Special consideration means that applicants who qualify according to the criteria in the posted notice, described in 14.3 above, will be interviewed before outside applicants are considered. Teachers on a temporary contract shall be considered outside applicants for future vacancies.

14.3.2.2 When no qualified applicant exists within the District, the District may seek qualified applicants from outside the District.

14.4 Involuntary (Initiated by the District)

14.4.1 Involuntary transfers or reassignments are those initiated by the District and shall not occur except when required to meet demonstrable educational needs of the District, which may include, but are not limited to, enrollment changes, program changes, school closures, changes in curriculum or course offerings, identifiable educational needs of the pupils, or vacancies caused by death, retirements, or resignations.

14.4.1.1 Prior to initiating a transfer or reassignment, the administrator shall identify in writing the demonstrable educational needs which give rise to the transfer or reassignment.

14.4.1.2 The administrator shall then distribute their description of the circumstances which may necessitate transfer or reassignment to the Association President and to those unit members potentially involved and make a good faith effort to meet those needs through the use of a volunteer(s).

14.4.1.3 In the case of a school losing a grade level position due to declining enrollment, the principal will first request a volunteer to change grade levels. If a volunteer is not available, the teacher with the least seniority at the grade level affected at that school will be involuntarily transferred/reassigned to an available grade level position. The teacher

transferred to the new grade level may accept the position or may apply for any other vacancies at the affected school or any other vacancies district wide. If a vacancy is not available at the affected school, the teacher with the least seniority at the school will be transferred to another school.

If more than one (1) vacancy is available, the affected teacher will have the opportunity to select from the vacancies.

If more than one (1) teacher must be involuntarily transferred/reassigned, the teacher with the most seniority has first choice at the vacancies.

The District and the Rosemead Teachers' Association agree to minimize the disruption to the educational process when involuntary transfers/reassignments are necessary.

14.4.2 Condition for Involuntary Transfers or Reassignments

Involuntary transfers or reassignments shall not be made for disciplinary reasons or when the identified need can be met through the use of a unit member who volunteers.

14.4.3 Displacement from Positions at a School Site/Reconfiguration of Programs/ Declining Enrollment/Elimination of Services

14.4.3.1 Definitions

- Reconfiguration: Refers to a grade level assignment that has changed under the guidelines of [14.4.1](#).
- Displacement: Refers to involuntary loss of a grade level, subject matter, program, or school position.
- Seniority: The Rosemead Teachers' Association and the Rosemead School District agree that the date of the first paid certificated service, regardless of credential held (excluding substitute teachers), will serve as the "seniority" date for purposes of transfer/reassignments and layoffs. The Rosemead Teachers' Association and the Rosemead School District agree that California Education Code section 44845 shall govern this issue. Section 44845 states: "Every probationary or permanent employee employed after June 30, 1947, shall be deemed to

have been employed on the date upon which he first rendered paid service in a probationary position.” Authority – *California Teachers Association v. Vallejo City Unified School District* (2007) 149 Cal.App.4th 135; April 27, 2011, Administrative Law Judge Decision (Cohen) Before The Governing Board of the Rosemead School District OAH No. 2011020276.

14.4.4 Transfer/Reassignment Procedures

No provisions in this article shall be deemed to preempt or supersede California Education Code Section 35035 (e) and other Transfer/Reassignment provisions contained in the applicable Collective Bargaining Agreement granting the Superintendent authority to oversee school district staffing assignments and voluntary/involuntary transfers. Section 35035 (e) provides in relevant part:

“Subject to approval of the governing board of the school district assign all employees of the school district employed in positions requiring certification qualifications to the positions in which they are to serve. This power to assign includes the power to transfer a teacher from one school to another school at which the teacher is certificated to serve within the school district when the superintendent concludes that the transfer is in the best interest of the school district.”

The Rosemead School District and the Rosemead Teachers’ Association also agree that in the case of multiple affected teachers having the same seniority date, the layoff tiebreakers previously approved at the March 1, 2012, Board meeting will apply.

14.4.5 Layoff Criteria

Order of layoff for teachers with the same date of first paid service shall be determined according to the following criteria:

- a. Greatest number of years teaching with a credential issued within the United States.
- b. Breadth of credential authorization.
- c. Advanced degrees in assignment or credential-related subject areas.
- d. Greatest number of post-BA accredited college units on file with the District in assignment or credential-related subject areas.

- e. Date and time employee signed first employment contract.

14.4.5.1 Step 1 – Projected Staffing Needs

The Superintendent/designee and school site principals will monitor (on a monthly basis) the certificated staffing needs and student ratios for each school site during the school year. The designee will determine the number of full-time equivalency teaching positions needed for the new school year no later than February 1st of each year.

Decisions regarding layoffs must be made by February 1st in order to make timely decisions regarding layoffs/reductions in staff. Note: Teachers subject to layoff will be placed on the 39-month reemployment list which is separate from the Districtwide Reassignment List.

In order to make timely decisions regarding layoffs/reductions in staff, the district will notify and/or meet/confer with RTA to discuss potential staffing changes and/or layoffs on or before February 1st. Note: Teachers subject to layoff will be notified by March 15th and placed on the 39-month reemployment list which is separate from the Districtwide Reassignment List. (This language does not supersede or impede the rights of layoff authorized under the Education Code).

14.4.5.2 Step 2 - Displacement from Positions at a School Site/ Reconfiguration of Programs/Declining Enrollment/Elimination of Services

After February 1st, if a school site is determined (by the Superintendent/designee and school site principals) to be overstaffed, the number of teacher FTE's (full time equivalencies) by which they are overstaffed will be placed on the Districtwide Reassignment List. Those teachers with the least seniority in the district, at that school, will be placed on this list. These teachers will have a position to be determined at a later time.

14.4.5.3 Step 3 – Reassignment due to Displacement

If a teacher needs to be reassigned due to displacement, the teacher can:

- a. Choose a new grade level assignment based on internally posted vacancies at their school,

- b. Choose another subject matter assignment on internally posted vacancies if their credential allows, or
- c. Choose to go on the Districtwide Reassignment List.
- d. Displaced teachers will be given priority to return to the assignment they were displaced from up to fourteen (14) calendar days into the next school year, if it reopens.

Shared Teaching Assignments

When a set of shared teachers agree to unwind their shared teaching assignment, they must notify the district by February 1st of the current school year. The fully credentialed, permanent teachers will sign an agreement which includes the following:

- a. the shared teacher partner with more seniority in the district (based on the districtwide seniority list) will be able to retain the grade-level position they are currently in;
- b. the shared teacher partner with less seniority in the district will be considered displaced, and Step 3 of this language will apply;
- c. if the shared teacher partner with more seniority chooses to voluntarily forgo their seniority right to this particular position, they will submit such an agreement in writing and will be considered displaced; and the RTA Transfer and Reassignment Procedure will apply. *

*Voluntarily foregoing a seniority right for shared teacher partners or displaced teachers falls under the Transfer and Reassignment language, Step 3. Additionally, once a teacher is on the Districtwide Reassignment List, (either voluntarily or involuntarily), job openings will be filled by order of placement on the districtwide seniority list.

Combination Grade Level Seniority

If a teacher accepts a combination class for a year, their school site seniority will be based on their last year at one (1) grade-level assignment.

14.4.5.4 Step 4 – Districtwide Vacancies

Once grade level school assignments have been determined, the district will post all open positions (vacancies) districtwide (as per [Article 14.3](#)) and

teachers may apply. Vacancies will be filled in the order of districtwide seniority of the qualified teachers who have applied. If there are any teachers still remaining on the Districtwide Reassignment List, their assignments will be determined by the Superintendent or designee in accordance with the provisions of this Article, and to best meet the educational needs of the district.

Teachers who have been placed (or volunteered to be placed) on the Districtwide Reassignment list due to loss of a position or loss of a grade level position will have priority placement in these vacancies by order of seniority as defined above. Following the closing of the districtwide posting, teachers will be notified of openings. These teachers will have seventy two (72) hours to select a position, at which point they will be moved to the bottom of the placement list, if they have not made a decision or have not responded. It is the responsibility of the employee to provide current contact information during the summer break.

14.4.5.5 Step 5 – Transfer/Reassignment Changes

Transfer/reassignment changes to the above listed process may take place during the first two (2) weeks of the beginning of the school year. If there are any remaining teachers on the Districtwide Reassignment List, the District will determine the placement of these teachers by seniority to best meet the educational needs of students.

14.4.5.6 Step 6 – Additional Positions

Any additional positions added to existing teacher staffing (after placement of Districtwide Reassignment List teachers) will be advertised per [Article 14.3](#). Any vacancy resulting from this process will first be filled through internal advertising and any subsequent vacancies will be filled through the 39-month reemployment list, as required by Education Code, prior to any external advertising.

14.5 Voluntary (Initiated by Unit Member)

14.5.1 Voluntary Request

Voluntary transfers or reassignments are those initiated by unit members. Request for Transfer and Reassignment forms are available at the District Office or from the building principal's office. Such forms shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which they desires to be transferred.

14.5.1.1 Submission of a request for transfer for the following school year on the appropriate district form, shall be submitted prior to May 15. Properly filed transfer requests shall be valid for one (1) year from the date submitted.

14.5.1.2 A teacher's request for transfer shall bear the signature of that teacher's present principal. Such signature is an acknowledgement only that the principal has been informed of the teacher's desire for transfer consideration. Such signature does not necessarily imply approval or disapproval of the principal, nor may the acknowledgement be withheld by the principal.

14.5.1.3 The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the teacher in writing at any time prior to official notification of transfer approval.

14.5.2 Remediation Program

Unit members who are on a remediation program as a result of an evaluation may not be considered for a voluntary transfer without special authorization from the Superintendent or designee.

14.6 Final Decision for Transfers/Reassignments

14.6.1 Written Rationale

When an involuntary or voluntary transfer/reassignment is deemed necessary, the initiating administrator will submit their written rationale to the affected unit member upon request. If a unit member's request for a voluntary transfer/reassignment is denied, the unit member shall be granted, upon request, a

written explanation of why the request was denied. The final decision regarding transfers and reassignments of unit members shall be made by the Superintendent or designee in accordance with the provisions of this article and the following criteria:

- 14.6.1.1 Appropriate certification;
- 14.6.1.2 Meets the position requirements as prescribed by the administration in the posted notice described in 14.3, including experience within the classification, grade level, or subject area when required for the position, or meets the demonstrable educational needs as described by the initiating administrator pursuant to paragraph 14.3;
- 14.6.1.3 Seniority within the bargaining unit when there is more than one (1) qualified candidate.

14.7 Notifications and Released Time Allowances

14.7.1 Return Notification

Unless circumstances determine otherwise, a returning unit member will be notified not later than ten (10) calendar days, excluding holidays, before the first day of instruction, of an involuntary transfer or reassignment which will be effective the beginning of the school year. However, every effort will be made to give the unit member as much advance notice as possible. If the ten (10) days of advance notification for transfer or reassignment is not possible, the unit member shall be provided two (2) days of release time.

14.7.2 Enrollment Requirements

When transfers or reassignments are necessary to meet enrollment changes at the start of the school year or for other reasons during the school year, affected unit members will be given at least three (3) days notice and two (2) days of release time. The District will provide necessary moving assistance.

14.7.3 Classroom Changes

If a school principal/designee asks a unit member to change classrooms, the affected unit member will receive at least three (3) work days notice during the school year and three (3) weekdays notice during summer break. Unit members

will be compensated for a maximum of twelve (12) hours at the summer school hourly rate. The District will provide necessary moving assistance.

ARTICLE XV – EMPLOYEE DISCIPLINE

15.1 District Rights and Responsibilities

The Association recognizes the District's right and responsibility to take appropriate disciplinary action against a unit member on the grounds of unprofessional conduct, or violations of, or refusal to obey reasonable regulations prescribed in the Education Code, or by the State Board of Education, or by the Governing Board of the District, or by administrative rules, or by the requirements of the negotiated agreement. The discipline procedure described herein shall not be a prerequisite to any dismissal action.

15.1.1 Administrative Leave

This Article does not apply to nor does it limit the District's rights to impose mandatory/optional leaves of absence pursuant to Education Code Sections 44939, 44940, and 44942 or to issue statutory letters of unprofessional conduct and/or incompetence. The District's right to non-reelect or dismiss probationary and/or temporary employees is specifically excluded from the operation of this Article.

15.2 Progressive Discipline Process

The District agrees to apply progressive discipline and correction except where the nature of the offense or the possible consequences of repetition reasonably requires more severe action. The level of discipline must relate to the severity of the offense. Discipline shall be for cause; unit members to be disciplined under this Article shall be provided due process.

15.3 Progressive Discipline

Includes the following:

15.3.1 Verbal or Written Warnings

Verbal or written warnings are used to prevent or to correct behavior where the offense does not warrant a record of the event being placed in the unit member's personnel file. Written warnings shall not be placed in the unit member's personnel file unless subsequent disciplinary action warrants the written record being placed in the personnel file.

15.3.2 Written Reprimand

Written reprimands are used:

15.3.2.1 When a unit member repeats an offense after having previously received a written warning about the same or similar actions; or

15.3.2.2 When the nature of the offense and the possible consequences of repetition justify a record being placed in the unit member's personnel file.

The unit member shall sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file.

15.3.3 Suspension

Suspensions are used:

15.3.3.1 When a unit member repeats an offense after having previously received a written reprimand about the same or similar actions; or

15.3.3.2 When the nature of the offense and the possible consequences of repetition justify the suspension. No unit member shall be suspended for more than fifteen (15) working days without pay per offense.

15.3.4 Right of Appeal

Notice of discipline under this Article above the warning level, including, but not limited to, reprimands, pay docking and suspensions, with or without pay, shall contain written notification to the unit member of their right to appeal the discipline through the grievance procedure, [Article VIII](#). Except in cases of emergency, the discipline shall be held in abeyance until the time for filing a grievance has expired, or, if a grievance is filed, until the District has responded to the grievance at the first level.

15.3.5 Confidentiality

Both the District and Association will maintain confidentiality of proceedings hereunder to the extent permitted by law.

15.3.6 Use of Transfers and Reassignments

Transfers and reassignments shall not be used as a means for disciplining a unit member.

15.3.7 Repeal or Modification

A disciplinary action may be repealed or modified at any time following service of notice of discipline.

15.3.8 Notification of Suspension

Except in cases of emergency, before the District suspends a certificated employee for cause pursuant to this Article, notice of such recommendation shall be made in writing and served in person or by certified mail upon the employee by the Superintendent or designee. The notice shall contain:

- 15.3.8.1 a statement of the specific acts or omission upon which the disciplinary action is based;
- 15.3.8.2 the Education Code, policy, rule, or regulation violated;
- 15.3.8.3 the penalty proposed;
- 15.3.8.4 copies of available documentary evidence upon which the recommendation is based;
- 15.3.8.5 a statement of the employee's right to challenge the proposed action through the Grievance Procedure, Article VIII; and
- 15.3.8.6 a statement of the employee's right to request Association representation. If the employee fails to request a hearing within ten (10) working days after service of the notice, the suspension may be imposed.

ARTICLE XVI – SAFETY

16.1 Replacing or Repairing Employees' Property

16.1.1 Payment of Incurred Losses

The district shall provide for the payment of the costs of replacing or repairing property of an employee, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the employee when such property is damaged in the line of duty without fault of the employee or if such property is stolen from the employee by robbery or theft while the employee is in the line of duty. If the property is damaged beyond repair or stolen, the actual value of such property may be paid. The value of such property shall be determined as of the time of the damage thereto or the robbery or theft. All other property of an employee not enumerated above shall be covered in the same manner providing the employee has been given written approval by an administrator to have such property on school or district premises and has on file a description of such property. The district's liability for this property will be for a thirty (30) day period. The approval for the use of this personal property may be extended by the administrator except the approval date may not extend beyond the work year of the employee.

16.1.2 Employee's Right to Recover Compensation

In the event the employee is paid the costs of replacing or repairing such property or the actual value of such property, the school district shall, to the extent of such payments, be subrogated to any right of the employee to recover compensation for such damaged or stolen property.

16.2 Insurance Policy Coverage vs. District's Responsibility

If at the time of loss, the employee has an insurance policy affording the same coverage as would be provided by the procedure, this insurance policy would be primary and the district would assume liability for only that portion of the loss not covered by the employee's insurance.

16.3 Reason for Reimbursement

No reimbursement shall be made for any loss suffered because of lack of prudent care or failure to keep property in locked area available to the owner.

16.4 Reimbursement for Vehicle Damage Limitation

Reimbursement for vehicle damaged shall be limited to payment of the deductible amount of the employee's insurance policy. Reimbursement shall not exceed \$200.00 for damages resulting from malicious acts to a vehicle parked or driven on or adjacent to district premises. Reimbursement shall not be made in the case of collision; theft of an entire vehicle; theft of optional attached equipment such as radio, tape deck, car phone, camper shell, car cover, custom wheels, tapes or cassettes; or damage to a vehicle resulting from actual theft of the vehicle.

16.5 Security Cameras and Recording Equipment

The District strives to provide our students and staff a safe and secure environment. The District and RTA have reached the following understanding over the effects of the use of recording equipment on District property to ensure the safety and security of students and district employees:

- a. The District has and will install video recording equipment without audio for the purpose of ensuring the health, welfare and safety of all students, staff, and visitors to District property, and to safeguard district facilities.
- b. Direct access to the live and stored feed provided by District video recording equipment shall be restricted to designated District Administrators with unique login IDs only for the purposes of safety or security.
- c. Annually, the District shall provide RTA with a listing of the number, location, and view of known recording equipment to be used. An initial list of equipment will be provided fifty (50) working days after this MOU is signed and ratified by both parties. The list will be updated in good faith as the information becomes available. RTA will be given access to view the video recording angles of the cameras upon request.
- d. When the District has installed recording equipment, signs will be posted to notify persons that recordings will occur at the District.

- e. No recording equipment will be installed where there is a reasonable expectation of privacy, in accordance with applicable law, such as restrooms or locker rooms. Additionally, recording equipment is not to be used in staff lounges and/or copy rooms. Recording equipment shall be utilized to monitor points of entrance, large congregate settings (such as school quads, playgrounds, and hallways), and difficult to supervise areas (such as behind classroom buildings, and areas that present security vulnerabilities).
- f. The surveillance equipment will not be used to replace, supplant, or circumvent the supervisorial or managerial responsibilities associated with employee supervision. This shall not limit the District's ability to use evidence derived from surveillance cameras when conducting workplace investigations in response to specific incidents such as theft, burglary, vandalism, intruders, fights, workers compensation accidents, bullying, or safety concerns. In the event of any investigation involving a bargaining unit member, RTA will be notified within twenty (24) hours. The District will not use live or recorded video to determine promotions, transfers, and/or observe for the purpose of evaluating employee work performance in the indoor and/or outdoor learning environment.
- g. This monitoring equipment may incidentally capture sights or images of bargaining unit members in performance of their duties. Disciplinary action can be taken should incidental viewing show a bargaining unit member in violation of the law.
- h. The primary purpose of viewing these video recordings is to determine the source of and/or to prevent criminal activity. When there is a suspected incident of criminal activity and outside agencies are contacted (e.g. Los Angeles County Sheriff) the District shall grant access to surveillance recordings as requested by law enforcement during the criminal investigation. Timelines for the access and review of video recordings shall be reviewed for the date(s) from which there is a reasonable suspicion of alleged criminal activity. The timelines may be expanded at the request of law enforcement to ensure a thorough and complete investigation.
- i. Video recordings will be automatically stored by the camera system for a maximum of three (3) months or ninety (90) days but shall not be permanently saved by the District.
- j. The District agrees to utilize the base program of the camera systems in a manner consistent with this agreement. The District shall notify RTA of the type of cameras

they intend to use and provide RTA with a copy of the owner's manual. Should the District request and/or receive additional features and functionality beyond the base program, the parties agree to meet and negotiate the effects in good faith.

- k. When an installation(s) need to take place, the District will inform RTA in writing of the necessary installation(s) as soon as the District has reasonable knowledge of the installation(s).
- l. The Parties agree that any cameras placed previously and after the effective date of this Agreement shall also be subject to this Agreement.

ARTICLE XVII – SUMMER SCHOOL HIRING PROCEDURE

17.1 Posting of Positions

17.1.1 Notice of Summer School Vacancy

All summer school positions shall be posted on or before April 15th [fifteenth] of each year and shall include a description of the location, subject, grade level(s), and credentials required. The application form shall include space for a statement of experience and qualifications. Applications for positions must be received and date stamped at the District Office by 4:00 p.m. of the last day of April.

17.1.2 Second Notice of Summer School Vacancy

If a second posting is needed, the closing date for applying for openings shall not be less than one (1) week prior to the date the notice was posted.

17.2 Selection Criteria

The District shall fill a summer school position with an applicant who meets the credential requirement listed in the posted notice for that position. The position shall be filled with a bargaining unit member unless there are no applicants from the bargaining unit who meet the posted credential requirement. If more than one (1) unit member who is qualified by credential applies for the same position, the applicant with the most seniority in the District shall be offered the position. If two (2) or more applicants share the same district seniority, all other qualifications listed on the application form shall be considered by the Summer School Director when making the selection. If there is no qualified bargaining member interested, the position will be advertised to external candidates. The District reserves the right to assign, by seniority, an applicant who is currently employed with the District that possesses an active credential.

17.3 Notice of Appointment

The Superintendent and/or designee shall make the summer school appointments based on the above qualifications and criteria. The Superintendent and/or designee shall notify the successful and unsuccessful applicants no later than the last working day in May. The Superintendent and/or designee shall provide the President of the Association with a list of the successful and unsuccessful applicants.

ARTICLE XVIII – ECONOMIC AGREEMENT

18.1 Compensation

The certificated bargaining unit will be compensated as determined by the current year's negotiations. (See [Appendix A](#))

The compensation for nurses shall be based on a ratio of 1.10 of their placement on the certificated salary schedule. (See [Appendix A](#))

The counselor position will be placed on a counselor salary schedule based on a ratio of 1.05 from certificated teacher's salary schedule. (See [Appendix A](#))

18.1.1 Retention Bonus

In order to recruit and attract new teachers to the District, new first year teachers to the District, any new unit member will be offered a \$1,000.00 retention bonus at the time of signing a contract with the District. The unit member shall be eligible to receive the bonus on the first day of the third year of their employment hire date in the District. If a unit member stays for less than two (2) years in the District, unit member shall no longer be eligible to receive the bonus nor shall the bonus be prorated.

18.2 Salary Schedule Placement

18.2.1 Classifications

- 18.2.1.1 Classification I Bachelor's degree
- 18.2.1.2 Classification II Bachelor's degree plus 15 semester units
- 18.2.1.3 Classification III Bachelor's degree plus 30 semester units
- 18.2.1.4 Classification IV Bachelor's degree plus 45 semester units or Master's degree
- 18.2.1.5 Classification V Bachelor's degree plus 60 semester units, including a Master's degree, or Master's degree plus 15 units

18.2.2 Provisions

- 18.2.2.1 Due to implementation of California Education Code Sections 23002 and 23005 [Cal STRS penalties and interest] all teachers will be

placed on an eleven (11) calendar month pay period beginning August 31, 2012.

18.2.2.2 Anniversary Steps:

- A teacher on Columns 1, 2, and 3 of the salary schedule will be granted an anniversary increment of \$600.00 after completion of fourteen (14) years in the district at the beginning of the 15th year, an additional increment of \$600.00 after completion of sixteen (16) years in the district at the beginning of the 17th year, an additional increment of \$600.00 after completion of nineteen (19) years in the district at the beginning of the 20th year, and an additional increment of \$600.00 after completion of twenty-two (22) years in the district at the beginning of the 23rd year.
- A teacher on Column 4 of the salary schedule will be granted an anniversary increment of \$700.00 after completion of fourteen (14) years in the district at the beginning of the 15th year, an additional increment of \$700.00 after completion of sixteen (16) years in the district at the beginning of the 17th year, an additional increment of \$700.00 after completion of nineteen (19) years in the district at the beginning of the 20th year, and an additional increment of \$700.00 after completion of twenty-two (22) years in the district at the beginning of the 23rd year.
- A teacher on Column 5 of the salary schedule will be granted an anniversary increment of \$800.00 after complement of fourteen (14) years in the district at the beginning of the 15th year, an additional increment of \$800.00 after completion of sixteen (16) years in the district at the beginning of the 17th year, an additional increment of \$800.00 after completion of nineteen (19) years in the district at the beginning of the 20th year, an additional increment of \$800.00 after completion of twenty-two (22) years in the district at the beginning of the 23rd year.
- In order to retain credentialed teachers, two (2) longevity steps shall be added to the salary schedule. These longevity steps shall

be added at years five (5) and ten (10) on Schedule B. The unit members who receive this amount will be paid this amount on a monthly basis. The employee shall be eligible for the \$600.00, \$700.00, and \$800.00 longevity step increase (dependent upon the individual unit member placement on the schedule). The 5-year longevity step will be added or credited to the employee on the 1st day of service of the 6th year. The 10-year longevity step of \$600.00, \$700.00, and \$800.00 shall apply on the 1st day of the 11th year of service.

18.2.2.3 Teachers new to the district will be credited with up to a maximum of ten (10) years previous eligible teaching experience.

18.2.2.4 The compensation for counselors shall be based on a ratio of 1.05 of their placement on the certificated salary schedule. (See [Appendix A](#))

18.2.2.5 RTA proposes the District hire speech pathologists directly and will work collaboratively with the District to determine salary and benefits. These would be bargaining unit positions.

18.3 [Salary Placement](#)

18.3.1 A fraction of a year, which is less than three-fourths of a year, will not be counted towards a salary advancement or placement on the salary schedule.

18.3.2 Units of work taken for advancement on the salary schedule must be submitted to the Personnel Office by the 15th of the month in order to receive credit for advancement on the salary schedule for the following month. Completion of these units must be made by official verification from the college or a letter from the professor.

18.4 [Extra Assignment Compensation Schedule](#)

The District agrees to compensate unit members for extra duty assignments according to the extra assignment compensation schedule. (See [Appendix B](#)).

18.5 Fringe Benefits

18.5.1 Representation

The Rosemead Teachers Association will have representation on the District Health Insurance Committee.

18.5.2 Health Insurance Contribution

The Health Insurance contribution is \$1,100.00 per month for ten (10) months of eligible full-time unit members (pro-rated for part-time unit members) for District medical, dental, and vision health benefit insurance. In the event the health premium costs exceed the above employer contribution, the affected unit members shall pay the difference through payroll deduction.

The District and the Rosemead Teachers Association agree that the district is not automatically obligated to absorb any future increase in medical, dental, and vision benefit costs above the base of \$1,100.00 per month and it has been agreed by the parties that any future changes to the base will be negotiated.

18.5.3 Health Insurance Base

The health insurance base is \$1,100.00 per month for ten (10) months for eligible full-time employees (pro-rated for part time unit members) that is to be used for medical, dental, and vision insurance premiums.

18.5.4 Unused Portion of Fringe Benefit Contribution

Implement the pooled cross-subsidy strategy so that all benefit eligible members receive an equal reimbursement of total district unused Health and Benefits district contribution, prorated for part-time members, regardless of plan choice.

- a. The District and RTA agree that this cross-subsidy strategy will only take effect if all bargaining units agree to its implementation.

18.5.5 Addition of Domestic Partner Coverage

Effective October 1, 2004, the District will add registered domestic partner coverage to the benefit plans as defined below:

18.5.5.1 Either of the following:

18.5.5.1.1 Be members of the same sex; or

18.5.5.1.2 Be member of the opposite sex and one or both be eligible for Social Security benefits and one or both be over the age of 62.

18.5.5.2 Have a common residence

18.5.5.3 Agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership.

18.5.5.4 Not be married or a member of another domestic partnership.

18.5.5.5 Not be related by blood in a way that would prevent them from being married to each other in this state.

18.5.5.6 Be at least 18 years of age.

18.5.5.7 Neither has previously filed a Declaration of Partnership with the Secretary of State that has not been terminated in accordance with the law.

18.5.5.8 Both must file a Declaration of domestic Partnership with the Secretary of State and provide a copy of this document with insurance enrollment forms.

18.6 Retiree Medical Benefits

18.6.1 Retiree Medical Benefits

After July 1, 2022, retirees will be offered District – paid medical only benefits providing the following criteria are met:

18.6.1.1 Retiree is between the ages of 55-65.

18.6.1.2 Retiree must have been employed in a full-time certificated position for a minimum of ten (10) consecutive years. Board approved leave of absence may be counted as a year of employment if it falls within the ten (10) year minimum.

18.6.1.3 The unit member must inform the Board in writing of their intention to retire under the California Public Employees Retirement System, State Teachers Retirement System or the Public Employees Retirement System. Such letter will constitute a formal notice to the Board of that person's resignation.

District – paid medical benefits will cease if the retiree returns to full-time employment at any time after retirement from the Rosemead School District.

District – paid retiree medical benefits will cease upon the retiree reaching Medicare eligibility, age 65.

18.6.2 District Paid Retiree-Only Premium

The retiree will be eligible for any District offered and approved medical plan, up to the cost of the District paid health contribution (benefits cap). Anything that exceeds that amount, the retiree shall pay the difference between the medical plan cost and the benefits cap.

ARTICLE XIX – EVALUATION PROCEDURE & CALENDAR

Non-tenured employees shall be evaluated each school year (as per Ed Code).

Permanent employees with three (3) to ten (10) years of employment with the Rosemead School District who receive a summary evaluation of satisfactory or above shall be evaluated beginning in their 4th [fourth] year and every other school year after.

Permanent employees with eleven (11) or more years of employment with the Rosemead School District who receive a summary evaluation of satisfactory or above shall be evaluated beginning in their 12th [twelfth] year and every three (3) years after.

All permanent teachers with a satisfactory or above evaluation during their previous evaluation cycle will receive one (1) formal observation on scheduled years, a non-satisfactory formal observation will require a second formal observation for that year.

Evaluation is an ongoing process performed throughout the year. The summary evaluation(s) shall be completed and submitted to the Superintendent's Office on or before the 2nd [second] week of May.

By October 1 st	Certificated Personnel Evaluation Guidelines are to be distributed and explained by principals or designated administrators.
By October 15 th	An individual conference shall be held between the certificated employee and the evaluator. At this conference the Certificated Personnel Evaluation Agreement shall be completed.
At least 24 hours prior to observation, or less, if mutually agreed upon.	Pre-Observation Summary
At least 2 days prior notification, or less, if mutually agreed upon.	Observation
Within 5 school days of observation, or more, if mutually agreed upon	Post Observation Conference
By Winter Break	At least two (2) formal classroom observations shall be completed on all non-tenured employees and one formal observation on permanent employees scheduled for evaluation.
By End of First Semester [Muscatel] or First Trimester [Elementary]	A Summary Evaluation Report shall be completed for any teacher whose performance <u>does not</u> meet acceptable district standard.
By March 1 st	Those certificated employees who are deemed to "need improvement" or have "unsatisfactory performance" shall receive an additional (1) formal observation and a summary evaluation.
By March 15 th	Summary Evaluation – Conference to be held with Probationary 2 Teachers
By March 30 th	Summary Evaluation – Conference to be held with Permanent Employees with unsatisfactory performance on their 1 st observation
By First Week of May	Non-tenured employees shall be formally observed two (2) additional times. Summary Evaluations Reports for all employees scheduled for evaluation shall be submitted to the Superintendent's Office.
At least 30 days prior to the last school day.	Summary Evaluation – Conferences to be held with all Non-tenured, Probationary 1, and Permanent teachers.
At Any Time	Assistance Plan may be given to an employee.

The Summary Evaluation Report is not subject to the grievance process.

APPENDIX A – SALARY SCHEDULES

Non-credentialed placement
will be on columns "A"
Credentialed placement
will be on columns "B"

ROSEMEAD SCHOOL DISTRICT Certificated Teachers Salary Schedule 2022 - 2023

Effective July 1, 2022

Schedule C - Columns "A"					Schedule V - Columns B		
BA Degree	BA plus 15 Units	BA plus 30 Units	BA plus 45 Units or MA Degree	BA plus 60 Units including MA or MA plus 15 Units	BA plus 30 Units with Valid California Credential	BA plus 45 Units or MA Degree with valid California Credential	BA plus 60 Units including MA or MA plus 15 Units w/ credential

RANGE

All Units indicated are semester units 2022-23 Six (6) Professional Development days plus One (1) Pre-Service day (187)

	I A	II A	III A	IV A	V A	III B	IV B	V B
1	57,169	60,725	64,147	67,835	71,315	64,674	68,389	71,898
2	59,814	63,490	67,224	71,073	74,868	67,774	71,652	75,481
3	62,464	66,322	70,359	74,277	78,317	70,932	74,885	78,956
4	64,999	69,155	73,492	77,592	81,859	74,091	78,226	82,530
5	67,836	71,928	76,509	80,901	85,304	77,132	81,562	86,002
6	70,359	74,868	79,587	84,161	88,970	80,239	84,845	89,696
7	73,070	77,592	82,653	87,396	92,400	83,328	88,113	93,156
8	75,663	80,419	85,904	90,723	95,905	86,608	91,462	96,689
9	78,317	83,129	88,970	94,043	99,394	89,696	94,813	100,206
10	-	86,103	91,862	97,410	102,878	92,611	98,209	103,719
11	-	-	94,988	100,662	106,380	95,766	101,483	107,246
12	-	-	-	104,034	110,054	-	104,888	110,953
13	-	-	-	107,464	113,792	-	108,344	114,722
14	-	-	-	-	117,659	-	-	118,621
15	-	-	96,359	109,060	119,480	97,147	109,953	120,458
6th						80,839	85,545	90,496
11th						96,966	102,883	108,846
15th	78,917	86,703	96,959	109,760	120,280	98,947	112,053	122,858
17th	79,517	87,303	97,559	110,460	121,080	99,547	112,753	123,658
20th	80,117	87,903	98,159	111,160	121,880	100,147	113,453	124,458
23rd	80,717	88,503	98,759	111,860	122,680	100,747	114,153	125,258

Shaded area is longevity steps. Placement on these steps is dependent on the number of consecutive years employee has been with the Rosemead School District.

Beginning of the 6th year a teacher who has completed 5 years in the district will be granted an anniversary increment of	600	700	800
Beginning of the 11th year a teacher who has completed 10 years in the district will be granted an anniversary increment of	600	700	800
Beginning of the 15th year a teacher who has completed 14 years in the district will be granted an anniversary increment of	600	600	600
Beginning of the 17th year a teacher who has completed 16 years in the district will be granted an anniversary increment of	600	600	600
Beginning of the 20th year a teacher who has completed 19 years in the district will be granted an anniversary increment of	600	600	600
Beginning of the 23th year a teacher who has completed 22 years in the district will be granted an anniversary increment of	600	600	600

New teachers shall be eligible to receive a \$1,000 retention bonus on the first day of the third year of employment.

Teachers will be credited with up to a maximum of 10 years previous eligible teaching experience.

Certificated employee will be eligible to receive a \$2,000 per year Doctorate stipend

Board Approved: June 22, 2023

187 WORK DAYS
11 Month Pay

(6/23)



Non-credentialed placement
will be on columns "A"
Credentialed placement
will be on columns "B"

ROSEMEAD SCHOOL DISTRICT
School Nurse Salary Schedule
2022 - 2023

Effective July 1, 2022

Schedule CN - Columns "A"					Schedule VN - Columns B		
BA Degree	BA plus 15 Units	BA plus 30 Units	BA plus 45 Units or MA Degree	BA plus 60 Units including MA or MA plus 15 Units	BA plus 30 Units with Valid California Credential	BA plus 45 Units or MA Degree with valid California Credential	BA plus 60 Units including MA or MA plus 15 Units w/ credential

RANGE

All Units indicated are semester units 2022-23 Six (6) Professional Development days plus One (1) Pre-Service day (187)

	I A	II A	III A	IV A	V A	III B	IV B	V B
1	62,887	66,798	70,562	74,618	78,447	71,141	75,228	79,087
2	65,796	69,839	73,946	78,181	82,355	74,551	78,817	83,030
3	68,710	72,954	77,394	81,705	86,148	78,026	82,373	86,852
4	71,499	76,071	80,842	85,351	90,045	81,501	86,049	90,783
5	74,619	79,121	84,160	88,991	93,835	84,845	89,718	94,601
6	77,394	82,355	87,546	92,577	97,867	88,263	93,330	98,665
7	80,377	85,351	90,918	96,136	101,640	91,661	96,925	102,472
8	83,230	88,461	94,495	99,795	105,496	95,269	100,608	106,358
9	86,148	91,443	97,867	103,447	109,334	98,665	104,295	110,227
10	-	94,714	101,049	107,151	113,165	101,872	108,030	114,091
11	-	-	104,488	110,729	117,018	105,343	111,631	117,971
12	-	-	-	114,437	121,060	-	115,376	122,048
13	-	-	-	118,210	125,171	-	119,179	126,195
14	-	-	-	-	129,425	-	-	130,483
15	-	-	105,995	119,965	131,428	106,862	120,948	132,504
6th						88,863	94,030	99,465
11th						106,543	113,031	119,571
15th	86,748	95,314	106,595	120,665	132,228	108,662	123,048	134,904
17th	87,348	95,914	107,195	121,365	133,028	109,262	123,748	135,704
20th	87,948	96,514	107,795	122,065	133,828	109,862	124,448	136,504
23rd	88,548	97,114	108,395	122,765	134,628	110,462	125,148	137,304

Shaded area is longevity steps. Placement on these steps is dependent on the number of consecutive years employee has been with the Rosemead School District.

Beginning of the 6th year a teacher who has completed 5 years in the district will be granted an anniversary increment of 600 700 800

Beginning of the 11th year a teacher who has completed 10 years in the district will be granted an anniversary increment of 600 700 800

Beginning of the 15th year a teacher who has completed 14 years in the district will be granted an anniversary increment of 600 600 600 700 800 600 700 800

Beginning of the 17th year a teacher who has completed 16 years in the district will be granted an anniversary increment of 600 600 600 700 800 600 700 800

Beginning of the 20th year a teacher who has completed 19 years in the district will be granted an anniversary increment of 600 600 600 700 800 600 700 800

Beginning of the 23th year a teacher who has completed 22 years in the district will be granted an anniversary increment of 600 600 600 700 800 600 700 800

New teachers shall be eligible to receive a \$1,000 retention bonus on the first day of the third year of employment.

Teachers will be credited with up to a maximum of 10 years previous eligible teaching experience.

Certificated employee will be eligible to receive a \$2,000 per year Doctorate stipend

187 WORK DAYS
11 Month Pay

Board Approved: June 22, 2023

(6/23)

Non-credentialed placement
will be on columns "A"
Credentialed placement
will be on columns "B"

ROSEMEAD SCHOOL DISTRICT
School Counselor Salary Schedule
2022 - 2023

Effective July 1, 2022

Schedule CC - Columns "A"					Schedule VC - Columns B		
BA Degree	BA plus 15 Units	BA plus 30 Units	BA plus 45 Units or MA Degree	BA plus 60 Units including MA or MA plus 15 Units	BA plus 30 Units with Valid California Credential	BA plus 45 Units or MA Degree with valid California Credential	BA plus 60 Units including MA or MA plus 15 Units w/ credential

RANGE

All Units indicated are semester units 2022-23 Six (6) Professional Development days plus One (1) Pre-Service day (187)

	I A	II A	III A	IV A	V A	III B	IV B	V B
1	59,785	63,503	67,082	70,938	74,577	67,632	71,518	75,187
2	62,551	66,395	70,299	74,325	78,293	70,874	74,929	78,934
3	65,321	69,356	73,577	77,675	81,899	74,177	78,310	82,568
4	67,972	72,319	76,854	81,142	85,604	77,481	81,805	86,306
5	70,939	75,219	80,009	84,601	89,207	80,660	85,293	89,936
6	73,577	78,293	83,228	88,011	93,040	83,910	88,727	93,799
7	76,413	81,142	86,434	91,394	96,627	87,140	92,144	97,418
8	79,124	84,097	89,834	94,874	100,293	90,570	95,646	101,112
9	81,899	86,932	93,040	98,345	103,941	93,799	99,151	104,790
10	-	90,042	96,055	101,866	107,584	96,848	102,702	108,464
11	-	-	99,334	105,267	111,246	100,147	106,125	112,152
12	-	-	-	108,793	115,089	-	109,686	116,028
13	-	-	-	112,380	118,998	-	113,300	119,970
14	-	-	-	-	123,042	-	-	124,048
15	-	-	100,767	114,049	124,946	101,591	114,982	125,969
6th						84,510	89,427	94,599
11th						101,347	107,525	113,752
15th	82,499	90,642	101,367	114,749	125,746	103,391	117,082	128,369
17th	83,099	91,242	101,967	115,449	126,546	103,991	117,782	129,169
20th	83,699	91,842	102,567	116,149	127,346	104,591	118,482	129,969
23rd	84,299	92,442	103,167	116,849	128,146	105,191	119,182	130,769

Shaded area is longevity steps. Placement on these steps is dependent on the number of consecutive years employee has been with the Rosemead School District.

Beginning of the 6th year a teacher who has completed 5 years in the district will be granted an anniversary increment of 600 700 800

Beginning of the 11th year a teacher who has completed 10 years in the district will be granted an anniversary increment of 600 700 800

Beginning of the 15th year a teacher who has completed 14 years in the district will be granted an anniversary increment of 600 600 600 700 800 600 700 800

Beginning of the 17th year a teacher who has completed 16 years in the district will be granted an anniversary increment of 600 600 600 700 800 600 700 800

Beginning of the 20th year a teacher who has completed 19 years in the district will be granted an anniversary increment of 600 600 600 700 800 600 700 800

Beginning of the 23th year a teacher who has completed 22 years in the district will be granted an anniversary increment of 600 600 600 700 800 600 700 800

New teachers shall be eligible to receive a \$1,000 retention bonus on the first day of the third year of employment.

Teachers will be credited with up to a maximum of 10 years previous eligible teaching experience.

Certificated employee will be eligible to receive a \$2,000 per year Doctorate stipend.

187 WORK DAYS
11 Month Pay

Board Approved: November 2, 2023



(9/23)

APPENDIX B – EXTRA ASSIGNMENT COMPENSATION

SCHEDULE

•

Extra Duty Assignments and Stipends

1. RTA agrees to a multi-tiered compensation schedule for Extra duty Assignments and proposed compensation as follows:
 - a. \$2,000.00 per year stipend for bargaining unit members with a Doctorate Degree
 - b. DLI non-English teachers shall receive a \$3,000.00 yearly stipend, DLI English teachers shall receive a \$2,000.00 yearly stipend.
 - c. The ASB Advisor (Muscatel) is designated as a full year assignment and will be compensated with a \$1,800.00 stipend.
 - d. Academic Advisor (Elementary) and SST Coordinator positions will be designated as a full year assignment and will be compensated with a \$1,300.00 stipend.
 - e. Other year-long assignments such as Technology Leads, Curriculum Leads, Yearbook Advisor (Elementary), Math Field Day Coaches, Science Olympiad coaches, and AVID Coordinator (Muscatel) would be compensated with a \$1,100.00 stipend.
 - f. Seasonal assignments would be as follows: Sports Coaches and Enrichment Teachers (Arts, Language, Dance, Robotics). These positions would be filled during the Fall and Spring or seasons determined by site principal and would be compensated with a \$900.00 stipend for each season.
 - g. Yearbook Advisor (Muscatel) would be compensated at \$800.00 for the school year.
 - h. Intervention Teachers (Reading, Math, Promotion/Retention) and Music Director (District-Wide) would be paid at the hourly Summer School rate.
 - i. Total hours will be determined by the site principal for all Extra Duty Assignments if funding is available. All positions are as needed.
 - j. Both parties agree to the establishment of duty statements for extra duty and stipend assignments.
2. Summer school curriculum development \$45.00/hour
3. Summer school teacher/extra duty compensation \$45.00/hour

APPENDIX C – SCHOOL CALENDAR

ROSEMEAD SCHOOL DISTRICT 2023-2024 PROFESSIONAL ACADEMIC SCHOOL CALENDAR (Official)

	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					HOLIDAYS		# of Days		
	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Legal (*)	Local (x)	Student Free/ Prof Dev	Instr.	Tchr
First School Month Aug 14 - Sept 8	(SF)	(PS)	{ }												Sept (SF)	*			LS						
Second School Month Sept 11 - Oct 6	14	15	16	17	18	21	22	23	24	25	28	29	30	31	1	4	5	6	7	8	1	0	3	16	19
Third School Month Oct 9 - Nov 3	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	2	3	4	5	6	0	0	0	20	20
Fourth School Month Nov 6 - Dec 1			{ }	{ }	{ }														Nov-LS						
Fifth School Month Dec 4 - Dec 29	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31	1	2	3	0	0	0	20	20
Sixth School Month Jan 1 - Jan 26	6	7	8	9	10						x	x	x	*	x					Dec	2	4	0	14	14
Seventh School Month Jan 29 - Feb 23			LS			13	14	15	16	17	20	21	22	23	24	27	28	29	30	1					
Eighth School Month Feb 26 - Mar 22	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	2	5	0	13	13
Ninth School Month Mar 25 - Apr 19	Jan	*	x	x	x	(SF)					*										3	3	1	13	14
Tenth School Month Apr 22 - May 17	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	3	3	1	13	14
Eleventh School Month May 20 - Jun 5	29	30	31	1	2						*					*			LS		2	0	0	18	18
Twelfth School Month Jun 8 - Jun 23						5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	2	0	0	18	18
Thirteenth School Month Jun 26 - Jul 1	26	27	28	29	1	(SF)					4	5	6	7	8	11	12	13	14	15	18	19	20	21	22
Fourteenth School Month Jul 4 - Jul 19																					0	0	1	19	20
Fifteenth School Month Jul 22 - Aug 6						Apr-x	x	x	x	x										LS					
Sixteenth School Month Aug 9 - Aug 24	25	26	27	28	29	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	0	5	0	15	15
Seventeenth School Month Aug 27 - Sep 11																									
Eighteenth School Month Sep 14 - Sep 29						May-LS					6	7	8	9	10	13	14	15	16	17	0	0	0	20	20
Nineteenth School Month Oct 2 - Oct 17																									
Twentieth School Month Oct 20 - Oct 31						*					Jun										1	0	0	12	12
Twenty-first School Month Nov 3 - Nov 18	20	21	22	23	24	27	28	29	30	31	3	4	5												
TOTALS																					11	17	5	180	185

*LEGAL HOLIDAY PER EDUCATION CODE SECTION 37220

2023-2024			DAY OR DATE	
HOLIDAY	DAY	DATE	EACH YEAR	
Independence Day	Tues	Jul 4	4th Day in July	
Labor Day	Mon	Sept 4	1st Mon in Sept	
Veteran's Day	Fri	Nov 10	11th Day in Nov	
Thanksgiving Day	Thurs	Nov 23	4th Thurs in Nov	
Christmas Day	Mon	Dec 25	Dec 25	
New Year's Day	Mon	Jan 1	Jan 1	
Martin Luther King, Jr. Day	Mon	Jan 15	3rd Mon in Jan	
Lincoln's Birthday	Mon	Feb 12	Feb 12	
President's Day	Mon	Feb 19	3rd Mon in Feb	
Memorial Day	Mon	May 27	Last Mon in May	
Juneteenth Day	Wed	Jun 19	19th Day in Jun	

x LOCAL HOLIDAY PER EDUCATION CODE SECTION 37220.13

Nov 20 - Nov 24	Local Student Holidays
Dec 21 - Jan 5	Winter Recess
Apr 1 - Apr 5	Spring Recess

Student Free (SF)/Professional Development (PD)/Pre Service (PS) Days

Aug 14	Professional Development
Aug 15	Pre-Service (PS) Day for Teachers per CBA
Sept 1	Student Free Days/Professional Dev.
Jan 8	Student Free Days/Professional Dev.
Mar 4	Student Free Days/Professional Dev.

Late-Start Days (LS) School begins at 9:30 a.m.

Sept 6, 20; Oct 4, 18; Nov 1, 15
Dec 6, 20; Jan 17; Feb 7, 21
Mar 6, 20; Apr 17; May 1, 15

{ } Minimum Days

Aug 16 (1st day of school - all students)
Oct 11, 12, 13 (Parent Conference TK-5)
Open House (Elementary Schools)
Jan 12, May 31 (MMS Semester Report Cards)
Jun 5 (Min. Days for TK-8 Students)
Dec 27 (Admission's Day)

SCHOOL BEGINS - WEDNESDAY, AUGUST 16, 2023

LAST SCHOOL DAY, TK-8 - WEDNESDAY, JUNE 5, 2024

(Statutory requirement Instructional Days for Students 180 Days)

Calendar subject to change

Aug 10 & 11, 2023 (NT) - New Teachers Only

Aug 16, 2023 (STU) - 1st Day for Students

Board Approved: June 22, 2023 / Distributed: 6/27/23



ROSEMEAD SCHOOL DISTRICT

2023-2024 PROFESSIONAL ACADEMIC SCHOOL CALENDAR

July	1, 2023	Saturday	Fiscal year begins
* July	4, 2023	Tuesday	Independence Day Holiday
August	14, 2023	Monday	Student Free Day/Professional Development
August	15, 2023	Tuesday	Pre-Service Day
August	16, 2023	Wednesday	School Begins/Minimum Day TK-8 th Students
^ September	1, 2023	Friday	No School – Student Free Day/Professional Development
* September	4, 2023	Monday	Labor Day Holiday
October	11, 2023	Wednesday	Parent-Teacher Conference/Minimum Day TK-6 th Students
October	12, 2023	Thursday	Parent-Teacher Conference/Minimum Day TK-6 th Students
October	13, 2023	Friday	Parent-Teacher Conference/Minimum Day TK-6 th Students
October	20, 2023	Friday	End of First Quarter (Middle School)
November	9, 2023	Thursday	End of First Trimester (Elementary Schools)
* November	10, 2023	Friday	Veteran's Day Holiday (<i>observed</i>)
x November	20, 2023	Monday	Local Student Holiday Begins (Nov. 20 th – 24 th)
x November	21, 2023	Tuesday	Local Student Holiday
x November	22, 2023	Wednesday	Local Student Holiday
* November	23, 2023	Thursday	Thanksgiving Day Holiday
x November	24, 2023	Friday	Local Student Holiday
x December	21, 2023	Thursday	Winter Recess Begins (Dec. 21 st – Jan. 5 th)
* December	25, 2023	Thursday Monday	Christmas Day Holiday
* December	26, 2023	Friday Tuesday	Christmas Eve Holiday <i>Observed</i>
* December	27, 2023	Wednesday	Admission's Day (Classified Holiday)
* January	1, 2024	Monday	New Year's Day Holiday
* January	2, 2024	Tuesday	New Year's Eve Holiday <i>Observed</i>
^ January	8, 2024	Monday	No School – Student Free Day/Professional Development
January	9, 2024	Tuesday	School Reopens
January	12, 2024	Friday	Minimum Day 7 th -8 th Students (Middle School)
* January	15, 2024	Monday	Martin Luther King, Jr. Holiday
January	19, 2024	Friday	End of Second Quarter/First Semester (Middle School)
* February	12, 2024	Monday	Lincoln's Birthday Holiday
* February	19, 2024	Monday	President's Birthday Holiday
^ March	4, 2024	Monday	No School – Student Free Day/Professional Development
March	8, 2024	Friday	End of Second Trimester (Elementary Schools)
March	29, 2024	Friday	End of Third Quarter (Middle School)
x April	1, 2024	Monday	Spring Recess Begins (Apr. 1 st – Apr. 5 th)
April	8, 2024	Monday	School Reopens
May	8, 2024	Wednesday	Encinita Open House (Minimum Day Encinita Only)
May	14, 2024	Tuesday	Savannah Open House (Minimum Day Savannah Only)
May	21, 2024	Tuesday	Shuey Open House (Minimum Day Shuey Only)
May	22, 2024	Wednesday	Muscatel Open House (Regular School Day)
May	23, 2024	Thursday	Janson Open House (Minimum Day Janson Only)
* May	27, 2024	Monday	Memorial Day Holiday
May	31, 2024	Friday	Minimum Day 7 th -8 th Students (Middle School)
June	5, 2024	Wednesday	Last Day of School / Minimum Day TK-8 th Students
			End of Fourth Quarter & Third Trimester
			TK-8 th Report Cards
* June	19, 2024	Wednesday	Juneteenth Holiday

LEGEND:
 *Legal Holiday
 xLocal Holiday
 ^Student Free Day

Calendar is subject to change.

Board Approved: June 22, 2023 /
 Corrected/Distributed: 6/27/23

Professional Development Days

Unit members will participate in professional development days as negotiated annually. The District will seek input from unit members on professional development day topics.

12.4.1 The parties agree to four (4) Professional Development days for the 2023-2024 school year. The corresponding compensation for the reduction of the 2 days, from 6 days to 4 days, (1.06%) will remain on the salary schedule. The remaining 4 Professional Development Days, and corresponding compensation will be removed from the calendar and salary schedule at the end of the 2023-2024 school year, and will be re-evaluated and renegotiated as to their impact on LCFF funding.

12.4.2 Professional Development day times for 2023-2024 school year will remain status quo beginning at 7:30 a.m. and ending no later than 2:30 p.m.

12.4.3 The professional development days will be as follows,

- a) 3 full district driven professional development days
- b) 1 half day district driven professional development day which shall be scheduled from 7:30 a.m. – 10:45 a.m., including a 15-minute break
- c) 1 half day site driven professional collaboration day which shall be scheduled from 10:45 a.m. – 2:30 p.m., including a 45-minute lunch break.
 - i. The content, activities, and agendas will be collaboratively developed by teachers and site administration
 - ii. Professional collaboration is defined as follows,
 1. Professional Learning Committee (PLC) meetings
 2. Review of assessment results/data and student work
 3. Development of site, grade level, or school goals
 4. Planning for student grouping, intervention/enrichment programs, and differentiation
 5. Review of instructional materials and interventions
 6. Articulation related to curriculum and assessment between and among Grade Levels, Departments, and/or Divisions
 7. Professional development related to student achievement and site and/or district goals
 8. Curriculum development
 9. Grade level/department decision-making and curriculum planning

12.4.4 A doctor's note will not be required for an absence on a Professional Development Day. PN days may be utilized on PD days as per contract.

APPENDIX D – PLANNING TIME/RELEASE TIME TK - 6

GRADE/DLI TEACHERS FORM

NAME: _____ DATE: _____

DEPT/SCHOOL: _____ GRADE: TK, K, 1, 2, 3, 4, 5, 6, DLI

SPECIAL ARRANGEMENT/REQUEST:

SPECIFIC DATE REQUESTED: ☐ _____ OR

FIRST DATE AVAILABLE: ☐

FULL DAY: ☐ OR

HALF DAY SHARING: ☐ WITH _____

Employee Signature

Principal/Supervisor Signature

For the purpose of on-site curriculum planning, assessment, evaluation and reporting, and/or improvement of instructional strategies:

1. Unit members assigned to teach regular education grades TK – 6 will be allocated a total of two (2) days per school year.
2. In addition, all DLI teachers shall receive one (1) release day per trimester.
3. Implementation of this article is with the understanding that unit members' use of substitute days in contingent upon District needs.
4. If substitute teachers are available they will be assigned on a first request basis.
5. It is the unit member's responsibility to fill out the District form, "PLANNING TIME/RELEASE TIME FOR TK-6 GRADE/DLI TEACHERS," before use of substitute time. Unit member will make every effort to turn the form in to the District Office at least two (2) days prior to use of time.

Request for substitute days will be coordinated with the site administrator in conjunction with the District substitute coordinator.

Once approved, the unit member will enter release time request in Frontline by selecting code "School Business > release time."

APPENDIX E – ABSENCE REQUEST/SUPERVISOR

APPROVAL FORM



ROSEMEAD SCHOOL DISTRICT

New Absence Request Form Procedures

1. Beginning the 2020-2021 School Year, we are introducing a new Absence Request Form and combining our previous half sheet carbon copy Absence Request form and Employee Absence Report form all in one.
2. All Employees (including Site Custodians) will need to obtain this new Absence Request Form from their timekeeper (i.e. Office Manager and/or Admin Secretary) or the employee can obtain the form directly from the Google Shared Folder:
(<https://drive.google.com/file/d/1SYfgdYf834FVvbtCuaApeU-YbuI4P6zu/view?usp=sharing>).
 - a. **M&O personnel** – Must request the Absence Request Form from **M&O Admin.Secretary**, to ensure sub coverage is arranged on the date of the employee's absence.
3. Absences that need prior Supervisor and Administrative Approval are: Personal Necessity (PN); Personal Leave without Pay (PL); and Vacation (V) (Vacation is applicable to Classified Employees Only).
4. Employees must submit Absence Request to their timekeeper (i.e. Office Managers and/or Admin Secretary). Timekeepers will obtain Principal/Supervisor's approval and forward the form to the District Office for final approval from Superintendent or Assistant Superintendent.
Routing of Absence Request Form for Approval:
 - a. Absence Request for Principals → Send to the Superintendent
 - b. Absence Request for Certificated Staff and Classified Staff → Send to the Assistant Superintendent of Educational Services
 - c. Absence Request for Custodians and M&O Staff → Send to the Assistant Superintendent of Administrative Services
5. Once the Superintendent/Assistant Superintendent approves or denies the request, the division Administrative Assistant will forward the form back to the Timekeeper of the employee. The timekeeper will notify the employee, and may provide the employee with a digital or hard copy of the finalized form.
6. The finalized form must be attached to the Monthly Attendance Report (Timesheet) of the employee for payroll reconciliation.

Please contact Dory Garcia, Administrative Assistant, for questions regarding this process.

Thank you,

Rosemead School District Payroll Dept.



Rosemead School District
Absence Request and Supervisor Approval Form

Name: _____ Title: _____

Employee Type (Select): ☐ Certified ☐ Classified ☐ Confidential ☐ Management Site/Dept.: _____

Date(s) of absence: From: _____ To: _____ Total of _____ day(s)/hour(s) absent from work. Charge _____ day(s) and/or _____ hour(s) as follows - (select below):

☐ **SICK LEAVE**
(The district may require a doctor's verification for illnesses exceeding five (5) consecutive days.)

☐ **MEDICAL LEAVE**
(Please Check one: ☐ Maternity/Paternity/Adoption; ☐ FMLA; ☐ Personal Medical Disability; ☐ Other
(Please use "REMARKS" box below to include the following details: Date of Last Work day. Attach Medical Report / Work Status, if applicable)

☐ **INDUSTRIAL ACCIDENT LEAVE (WORKER'S COMP)** - (Please use "REMARKS" box below to include the follow details: Original Date of Incident). Requires verification documentation from physician.

☐ **VACATION LEAVE**
(Applicable to Classified Employees - based on accrual availability)

☐ **PERSONAL LEAVE** (without pay)
(Please include start & end date(s) in "REMARKS" box below)

☐ **JURY DUTY**
(Please attach Jury Duty Certificate of Attendance)

☐ **PERSONAL NECESSITY LEAVE** (with pay)
Pursuant to RTA Collective Bargaining Agreement (CBA) section 11.2.3 and CSEA CBA section 11.2, employees shall use this leave for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and which cannot be dealt with during off-duty hours. PN is deducted from Sick Leave. Not to exceed: 7 days per school year

☐ **BEREAVEMENT LEAVE**
(immediate family member, refer to Collective Bargaining Agreements) (Please use "REMARKS" box below to include the following details: Name and Relationship to deceased, date of death, City/State/Country of deceased)

☐ **CONFERENCE/WORKSHOP**
(Preapproval required by Superintendent, if request meets threshold. Board Approval is required, if request is above threshold.) (Please use "REMARKS" box below to include the follow: Name of Conference, date(s), and Location-City/State)

☐ **OTHER** (i.e. negotiations, adoption, etc.)
(Describe circumstance of leave in "REMARKS" box below)

REMARKS – Please provide complete details below. Use the reverse side if more space is needed.

I certify that on the above listed date(s), I was absent for the reason(s) stated.

Employee Signature _____ Date _____

IMMEDIATE SUPERVISOR APPROVAL

Supervisor's Signature _____ Date _____ Approved _____ Denied _____

DISTRICT OFFICE APPROVAL/TIME TRACKING

Superintendent/ Asst. Supt Signature		Date		Approved	Denied
For Payroll Use		For HR Use		Sup't Ofc Use	

Rev. (03/23)

APPENDIX F – SIGNATURE PAGE

AGREEMENT

BETWEEN THE

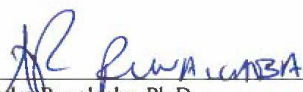
ROSEMEAD TEACHERS ASSOCIATION
/CTA/NEA


AND THE

ROSEMEAD SCHOOL DISTRICT

JULY 1, 2022 – JUNE 30, 2025

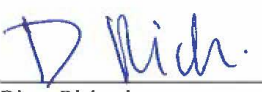
ROSEMEAD SCHOOL DISTRICT:


Alejandro Ruvalcaba, Ph.D.
Superintendent


Maria C. Rios, Ed.D.
Assistant Superintendent, Administrative Services

ROSEMEAD TEACHERS ASSOCIATION:

 11-14-23
Jerardo Puente
RTA President

 11/14/23
Diana Richardson
RTA Negotiator

Date signed: Nov. 14, 2023