

AGREEMENT

BETWEEN THE

ROSEMEAD TEACHERS ASSOCIATION/CTA/NEA

AND THE

ROSEMEAD SCHOOL DISTRICT

JULY 1, 2013- JUNE 30, 2016

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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 June 30, 2009. 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 K-8), including but not limited to special education teachers, reading specialists, speech therapists, 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 (Rev. 10/2013)

7.1 This Agreement shall be in full force and effect from July 1, 2013 through and including June 30, 2016. The Association may propose contractual changes limited to salaries and fringe benefits for 2014-15 and 2015-16 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.

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 material 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 1

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

9.2 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.

9.3 The unit member may give written authorization for examination or copying of his/her 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.

9.4 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 an opportunity to review and comment thereon. The unit member's comments shall be attached to and filed with the derogatory materials if requested by the unit member.

9.5 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.

9.6 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 (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 shall maintain membership for the term of Agreement and shall be subject to automatic payroll deduction as provided in Section 10.2, "Representation Fee."

10.2 Representation Fee:

10.2.1 The provisions of Section, "Representation Fee," shall not apply to unit members initially employed by the District prior to April 1, 1988, except as specified above.

10.2.2 Any unit member who is not a member of the Rosemead Teachers Association, CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and, general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, initiation fees, and general assessments, provided, however, that the unit member may authorize payroll deduction for such fee in the

same manner as provided in section 10.1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 10.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deductions as provided in Education Code section 45061 and in the same manner as set forth in Section 10.2 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

10.2.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Rosemead Teachers Association, CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to a non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code. (For example: Foundation to Assist California Teachers). Such payment shall be made on or before the first day of this contract of each school year.

10.2.4 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 10.2.3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Section 10.2. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before September 30 of each school year.

10.2.5 Any unit member making payments as set forth in Sections 10.2.3 and 10.2.4 above, and 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.

10.2.6 With respect to all sums deducted by the District pursuant to this Article, whether for membership dues or agency fee, 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.

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

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 days per week for a full contract year shall be entitled to ten days leave of absence for illness 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.

11.1.3 The unit member is required to notify the district of intent to return by 1:30 p.m., if possible, prior to the close of the preceding work day; but, in any event, no later than 6:00 a.m. of the following day. If notification is not made, a substitute will be employed. If a unit member is absent on Friday, it is assumed he/she will return on the following Monday unless the district office is notified to the contrary.

11.1.4 Upon return to active service, the unit member shall complete the district absence 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 nature of the disability and the anticipated date of return.

Prior to return to service, the District may require the unit member to submit a medical statement indicating his/her 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, additional verification of the use of these leave provisions.

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, he/she shall be entitled to compensation at the rate of 50% of his/her normal daily rate of pay or the difference between his/her regular daily rate of pay and the regular daily substitute rate, whichever is higher, for a period not to exceed five school months (one hundred [100] teaching days).

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 he/she intends 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 his/her 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 "Certificated Absence Report" form and submit it to the immediate supervisor; verification may be required for just cause.

11.3 Bereavement Leave

When death occurs in the immediate family of any unit member he/she shall be entitled to five days leave of absence. 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 as used in this section means the mother, father, or stepmother or stepfather in lieu of mother or father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or other person

living in the immediate household of the unit member. One day of bereavement leave may be granted to attend the funeral or memorial service of an aunt or uncle.

11.4 Family Care Leave

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

11.4.2 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 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 his/her 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

11.5.1 Family care leave shall not exceed 12 workweeks during any 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 Family care leave for any other reason shall not exceed a total of four months within a 24-month period unless a longer leave is agreed upon by the district and the unit member.

11.5.3 Leave taken for birth or adoption must be initiated within one 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 and subject to special rules which may apply.

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

11.6 Terms of 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 any accrued sick time, but the district may not require her to do so.

11.7 Maintenance of Benefits

11.7.1 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 After 12 weeks of family care leave, he/she will be required to pay the health care premium for the remainder of the leave.

11.7.3 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 The unit member shall retain his/her employee 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 employee returning from family care leave shall return with no less seniority than he/she had when the leave began.

11.8 Requests, Advance Notice, and Certification

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

11.8.1 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 A unit member's request for leave to care for a child, spouse, 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 employee needs to care for the child, parent, or spouse, and

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.

11.8.3 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 A unit member's request for leave because of his/her 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, and

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

his/her 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 employee because he/she exercises the right to family care leave or because he/she gives information or testimony related to his/her or another person's family care leave in an inquiry related to family leave rights.

11.8.5.3 Notifications

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

11.9 Child Preparation/Child Care Leave

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

11.10.2 The district reserves the right to require an employee to furnish proof from a physician of cause and necessity of absence during an industrial accident leave. However, if an employee has notified the district in writing prior to the date of injury that he/she has a personal physician, the employee 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 employee's regular physician and surgeon, licensed pursuant to Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code, who has previously directed the medical treatment of the employee, and who retains the employee's medical records, including his/her medical history.

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

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

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

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

11.10.8 When an industrial accident or illness leave overlaps into the next fiscal year the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

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

11.10.10 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 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 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 his/her 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 him/her of not more than his/her full salary.

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

11.10.14 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under 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 his/her 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 Sabbatical leave is a leave of absence not to exceed one 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 Sabbatical leave is available to certificated employees who have rendered service to the district for at least seven consecutive years preceding the granting of the leave, and not more than one 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 employee 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 employee on sabbatical leave shall submit a summary of his/her trip together with a statement of the educational growth believed to have been obtained.

11.11.3.3 The number of employees on sabbatical leave shall not exceed two percent 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 or two semesters.

11.11.3.4 Employees 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 days.

11.11.3.5 A committee composed of one teacher selected by the person requesting the leave, one 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 employee's progress on the salary schedule.

11.11.3.7 Compensation shall not exceed one-half the salary of the employee taking leave or 100 percent 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 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 employee shall state in writing that upon return from the leave he/she will render two years' service to the district if on a year's leave, or one year's service if the employee 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 employee under the terms of the leave. However, the Superintendent must be notified by registered mail ten 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 employee's STRS account. The employee shall remit to the district

his/her required STRS contribution.

11.11.3.12 At the expiration of the sabbatical leave, the employee 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 teacher will be assigned to a position which he/she is 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 employee of the district employed in a position requiring certification qualifications when the death or injury occurs while the employee 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 employee is mandated to serve on jury duty during scheduled working periods, he/she 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 Certificated employees may request an unpaid leave of absence for not less than one semester or more than one year for the purpose of serving on a grand jury.

11.13.2 When an employee is selected to serve on a grand jury, he/she may request an unpaid leave of absence during the year of grand jury duty.

11.14 Military Service Leave

11.14.1 The Board of Trustees shall grant an unpaid leave of absence to all certificated employees, 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 employee. The period of such military absence shall not count as a part of the service required for the classification of a probationary employee as a permanent employee of the district.

11.14.2 Within six months after the honorable discharge of a certificated employee from the armed forces of the United States, such employee shall be entitled to return to the position held by him/her at the time of his/her entrance into military service and to receive the salary to which he/she would be entitled had he/she 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 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 such leave shall be granted in each seven-year period.

11.17 Other Leaves

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

11.17.1.1 The leave is necessary to the welfare of the employee's family.

11.17.1.2 The leave is necessary due to the employee's spouse being required, due to his/her job, to be away from the area.

11.17.1.3 Due to personal reasons the employee feels it would be in the best interest of the district and the employee to be granted a year's leave.

11.18 Position Reinstatement

Any unit member on leave of absence for one school year or less is given assurance by the Board of Trustees that upon expiration of the leave the employee shall be reinstated in the position held at the time the leave was granted. Upon return from a leave of greater than one school year, the unit member will be assigned to an available position for which he/she is 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 (Rev. 10/04)

12.1 The contract work year for unit members shall be 181 days of service, with the exception of new teachers, who shall serve an additional day. These days of service shall be assigned as follows for the 2012-2013 school year: 180 Instructional Days, 1 Pre-service Day for teacher preparation, and 3 additional Professional Development Days Please see attached MOU regarding the Professional Development Days for the 2013-2014 school year. Any proposed additional Professional Development Days will be negotiated on an annual basis.

12.1.1 K-6 will be allocated five (5) minimum days for the following purposes:

12.1.1.1 Three (3) parent conferences

12.1.1.2 One (1) Open House

12.1.1.3 One (1) last day of school

12.1.2 Muscatel will be allocated 3 minimum days for the following purposes:

- 12.1.2.1 Two (2) for graduation preparation
- 12.1.2.2 One (1) last day of school

12.1.3 Muscatel will be allocated late start schedule two Wednesdays per month.

12.2 Unit members shall spend such time at school and in school related activities, such as a Back to School Night, Open House, and others, 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 30 minutes before the commencement of the instructional day.

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

12.4 For the 2012-2013 school year, members will participate in three [3] professional development days. Upon participation, members will be compensated at their per diem rate.

12.5 The Muscatel Middle School instructional day shall include six (6) instructional periods. Teachers shall be assigned five (5) instructional periods and one (1) planning and conference period. [Suspended for the 2012-2013 year only.] Please see attached MOU regarding Muscatel's Calendar for 2013-2014.

12.6 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 substitute daily rate.

12.7 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 daily substitute rate on an hourly basis.

12.8 Single Session Kindergarten Classes *(Revised 6/98)*

Kindergarten teachers assigned to a 180 minute single session shall be available for assistance or assignment in the instructional program of the primary grades when not involved in the kindergarten program.

ARTICLE XIII - CLASS SIZE

13.1 Effective September, 1995, 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 Each elementary school (grades K-6) shall be staffed on a ratio of one teacher for each 30 students. This ratio shall exclude all Special Education teachers, ESL teachers, and staff associates.

13.1.2 Muscatel Middle School (grades 7-8) shall also be staffed on a ratio for one teacher for each 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 exceeding 33

- 13.2.2 Grades 1-3: no class size exceeding 32
- 13.2.3 Grades 4-6: no class size exceeding 35
- 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 exceeding 36
- 13.2.6 Grades 7-8 physical education classes shall not exceed 47

13.3 Excluded from the class size limits in B. 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 If a unit member or the Association reports in writing to the Principal and Superintendent/designee that his/her class exceeds the above maximums, the District shall ensure compliance with the maximums within fifteen (15) working days (excluding the first three weeks of school) from the date said notice is received by the Superintendent or designee.

ARTICLE XIV - TRANSFER AND REASSIGNMENT (revised 10/04)

Refer to MOU Revised 5/22/12

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 K-6, it is a change of grade level and in grades 7-8, a change from one subject matter area to another.

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

15.3.1 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 working (5) days between September 1 and June 30, and not less than seven (7) weekdays between June 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 The District shall, upon request of a unit member, notify that unit member of any vacancies which may arise during the summer recess or period of leave which meet the specification of his/her request. The unit member's request must be in writing and must include a mailing address for the summer or period of leave.

14.3.3 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 the position is advertised externally.

14.3.4 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 his/her description of the circumstances which may necessitate a 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 vacancy is available, the affected teacher will have the opportunity to select from the vacancies.

If more than one 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 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.

14.5 Voluntary (Initiated by Unit Member)

14.5.1 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 he/she 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 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 acknowledgment 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 acknowledgment 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 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

14.6.1 When an involuntary or voluntary transfer/reassignment is deemed necessary, the initiating administrator will submit his/her 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 14.3.1, 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 15.4.1.1;

14.6.1.3 Seniority within the bargaining unit when there is more than one qualified candidate.

14.7 Notifications and Released Time Allowances

14.7.1 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 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 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 If a school principal/designee asks a unit member to change classrooms during the summer, affected unit member will receive at least three (3) days' notice and will be compensated for a maximum of two six-hour days at the summer school hourly rate (\$30 per hour). The District will provide necessary moving assistance. This addition is retroactive to July 1, 2004.

ARTICLE – XV EMPLOYEE DISCIPLINE

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

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

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

of discipline.

15.3.8 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 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 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 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 If at the time of loss the employee has an insurance policy affording the same coverage as would be provided by this 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 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 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.

ARTICLE –XVII SUMMER SCHOOL HIRING PROCEDURE

17.1 Posting of Positions

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

17.2 Selection Criteria

17.2.1 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 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 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 Summer School Director shall make the summer school appointments based on the above qualifications and criteria. The Director shall notify the successful and unsuccessful applicants no later

than the last working day in May. The Director shall provide the President of the Association with a list of the successful and unsuccessful applicants.

ARTICLE– XVIII ECONOMIC AGREEMENT

18.1 The certificated bargaining unit will be compensated as determined by the current year's negotiations.

18.1.2 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 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 his/her employment hire date in the District. If a unit member stays for less than 2 years in the District, unit member shall no longer be eligible to receive the bonus nor shall the bonus be subject to any pro-ratio toward that new employee.

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 after completion of 16 years in the district at the beginning of the 17th year, an additional increment of \$600 after completion of 19 years in the district at the beginning of the 20th year, and an additional increment of \$600 after completion of 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 after completion of 16 years in the district at the beginning of the 17th year, an additional increment of \$700 after completion of 19 years in the district at the beginning of the 20th year, and an additional increment of \$700 after completion of 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 after completion of 16 years in the district at the beginning of the 17th year, an additional increment of \$800 after completion of 19 years in the district at the beginning of the 20th year, and an additional increment of \$800 after completion of 22 years in the district at the beginning of the 23rd year.
- In order to retain credentialed teachers, two longevity steps shall be added to the salary schedule. These longevity steps shall be added at years 5 and 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, \$700, and \$800 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, \$700, and \$800 shall apply on the 1st day of the 11th year of service. These adjustments will be retroactive to July 1, 2001.

18.2.2.3 Teachers initially employed in the district will be credited with a maximum of four years' previous teaching experience.

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 Revenue Limit Increase:

In the event that there is a net increase in the base revenue limit (after deficits are applied) on a continuing unrestricted basis, new grant money frees up General Fund money, or revenue increases from ADA growth, the Association reserves the right to negotiate for a percentage of this money for 1996-97 after the Second Principle Apportionment (P-2). It is understood by both parties that the District shall maintain a minimum three percent (3%) Reserve for Economic Uncertainty.

18.5 Extra Assignment Compensation Schedule:

The District agrees to compensate unit members for extra duty assignments according to the schedule attached as Appendix B. See new Appendix B 2011.

18.6 Fringe Benefits

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

18.6.2 The Health Insurance contribution for 2013-14 is \$986.93 per month for ten months for 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.

18.6.3 The health insurance base for 2013-14 is \$986.93 per month for ten months for eligible full-time employees (prorated for part time unit members) that is to be used for medical, dental, and vision insurance premiums.

18.6.4 Effective October 1, 2005, all unit members may apply any of the unused portion (after required medical, dental, and vision insurance) of the total dollar amount of district fringe benefit contribution to a residual cash benefit or optional coverage as listed on the district's annual authorization for voluntary deduction and allocation of fringe benefits form.

The District and the Rosemead Teacher's 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 \$986.93 per month and it has been agreed by the parties that any future changes to the base will be negotiated.

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

18.6.5.1 Either of the following:

18.6.5.1.1 Be members of the same sex; or

18.6.5.1.2 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.

18.6.5.2 Have a common residence.

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

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

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

18.6.5.6 Be at least 18 years of age.

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

18.6.5.8 Both must file a Declaration of domestic Partnership with the Secretary of

State and provide a copy of this document with insurance enrollment forms.

18.7 Retiree Medical Benefits

18.7.1 Unit members who retire on or before July 1, 1995, will be offered medical benefits at the yearly fee for service single party rate. Unit members who retire after July 1, 1995, will be offered medical benefits at the yearly HMO single party rate.

18.7.2 Unit members who retire after July 1, 2000, will be offered District- paid medical benefits at the yearly fee for service of the HMO single party rate, providing the following criteria are met:

18.7.2.1 Unit member is between the ages of 55-65.

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

18.7.2.3 The unit member must inform the Board in writing of his/her

intention to retire under the 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.

18.7.3 The district will pay retiree-only premium of the district approved HMO medical plan until the retiree attains the age of 65.

18.7.4 If the retiree selects a district approved medical plan other than the HMO plan, he/she shall pay the difference.

Article XIX EVALUATION PROCEDURE AND CALENDAR

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 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 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 two additional formal observations and a summary evaluation.
By March 15 th	Summary Evaluation – Conference to be held with Probationary 2 Teachers
By First Week Of May	A minimum of one additional formal classroom observation shall be completed for all permanent employees. In addition, non-tenured employees shall be formally observed two 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.

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

ROSEMEAD SCHOOL DISTRICT
Certificated Teachers Salary Schedule
2013-2014

Effective
8/27/2013

BA Degree	BA plus 15 Units	BA plus 30 Units	BA plus 30 Units with Valid California Credential	BA plus 45 Units or MA Degree	BA plus 45 Units or MA Degree with valid California Credential	BA plus 60 Units including MA or MA plus 15 Units	BA plus 60 Units including MA or MA plus 15 Units w/ credential
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All Units indicated are semester units

	I A	II A	III A	III B	IV A	IV B	V A	V B
1	41,634	44,224	46,717	47,100	49,401	49,805	51,934	52,360
2	43,561	46,237	48,958	49,357	51,758	52,181	54,523	54,969
3	45,490	48,299	51,238	51,658	54,094	54,536	57,034	57,501
4	47,335	50,362	53,521	53,959	56,506	56,967	59,615	60,103
5	49,402	52,380	55,717	56,172	58,916	59,398	62,123	62,632
6	51,238	54,523	57,960	58,435	61,290	61,790	64,792	65,322
7	53,214	56,506	60,191	60,684	63,648	64,169	67,290	67,842
8	55,102	58,564	62,561	63,074	66,069	66,609	69,843	70,414
9	57,034	60,539	64,792	65,322	68,487	69,048	72,384	72,975
10		62,706	66,899	67,445	70,939	71,521	74,920	75,534
11			69,176	69,742	73,307	73,906	77,469	78,104
12					75,764	76,384	80,147	80,801
13					78,261	78,901	82,868	83,548
14							85,685	86,387
15			70,172	70,747	79,423	80,074	87,013	87,725
6th				59,035		62,490		66,122
11th				70,942		75,306		79,704
17th	57,634	63,306	70,772	72,547	80,123	82,174	87,813	90,125
20th	58,234	63,906	71,372	73,147	80,823	82,874	88,613	90,925
23rd	58,834	64,506	71,972	73,747	81,523	83,574	89,413	91,725

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

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

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

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 4 years previous eligible teaching experience.

184 WORK DAYS
11-MONTH PAY

Board Approved: December 12, 2013

Cert Salary Schedule-tentativepd3days+4.7=6.33%

EXTRA ASSIGNMENT COMPENSATION SCHEDULEDISTRICT INSTRUMENTAL MUSIC TEACHER (\$800): (1 Position)~~(Rev. 10/04)~~ Preparation and Supervision of Activities such as:

Parade(s)

Awards Night[s]

Muscatel Winter concert

Muscatel Founder's Day

Muscatel Spring concert

Elementary District Wide Concert

Rosemead Middle School Music Festival

Shuey Elementary Spring Concert

Awards Night (Attendance Only/No Performance)

Afterschool hourly compensation.

Any additional performance at the elementary or middle school level will be added at the discretion of the instrumental music teacher.

MIDDLE SCHOOL SCIENCE OLYMPIAD COACHES (\$900) (01/07) (2 Positions)MIDDLE SCHOOL YEARBOOK/ADVISOR (\$800):

Individual help with

Photography backup for:

Desktop Publishing skills

Holiday and spring dances

for yearbook/newsletter

Parades

Special events

Final layout, printing, distribution

Keeping track of budget

INSTRUCTIONAL COACH – One Per Elementary (\$800 each)

Duties to be determined. (Effective July 1, 2010)

MIDDLE SCHOOL AVID COACH – (One Position) (\$800)MIDDLE SCHOOL ASB ADVISOR (\$800) (One Position)

Preparation and supervision of activities such as:

Dances

Spirit days

Fund-raisers

Lunchtime activities

Straight "A" Breakfast

SUMMER SCHOOL CURRICULUM DEVELOPMENT (\$30.00/hour*)SUMMER SCHOOL TEACHER / EXTRA DUTY COMPENSATION (\$30.00/hour*)**Revised 3/2/99*

ROSEMEAD SCHOOL DISTRICT
SCHOOL CALENDAR
2013-2014

	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	Student Free	Instr.	Tchr			
First School Month Aug 26 - Sept 20	(PD)	(PS)	(STU)			Sept	*2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	1			16	18		
Second School Month Sept 23 - Oct 18	23	24	25	26	27	Oct	30	1	2	3	4	7	8	9	10	11	14	15	16	17	18				20	20		
Third School Month Oct 21 - Nov 15	21	22	23	24	25		28	29	30	31	Nov	4	5	(6)	(7)	(8)	*11	12	13	14	15	1			19	19		
Fourth School Month Nov 18 - Dec 13	18	19	20	21	22		25	26	27x	*28	29x	Dec	2	3	4	5	6	9	10	11	12	13	1	2		17	17	
Fifth School Month Dec 16 - Jan 10	16	17	18	19	20		23x	24x	*25	26x	27x	Jan	30x	31x	*1	2x	3x	(PD)	6x	7	8	9	10	2	9	1	8	9
Sixth School Month Jan 13 - Feb 7	13	14	15	16	17		*20	21	22	23	24	Feb	27	28	29	30	31	3	4	5	6	7	1			19	19	
Seventh School Month Feb 10 - Mar 7	10	11	12	13	*14	(PD)	*17	18	19	20	21	Mar	24	25	26	27	28	3	4	5	6	7	2		1	17	18	
Eighth School Month Mar 10 - Apr 4	10	11	12	13	14		17	18	19	20	21	Apr	24	25	26	27	28	31	1	2	3	4				20	20	
Ninth School Month Apr 7 - May 2	7	8	9	10	11		14	15	16	17	18	May	21x	22x	23x	24x	25x	28	29	30	1	2	5			15	15	
Tenth School Month May 5 - May 30	5	6	7	8	9		12	13	14	15	16		19	20	21	22	23	26*	27	28	29	30	1			19	19	
Eleventh School Month June 2 - June 13	June	2	3	4	5	6	9	10	{11}	{12}	{13}															10	10	
TOTALS																9	16	2	180	184								

*LEGAL HOLIDAY PER EDUCATION CODE SECTION 37220

HOLIDAY	2013 - 2014		Day or Date Each Year
	Day	Date	
Labor Day	Monday	Sept 2	1st Mon in Sept
Veterans Day	Monday	Nov 11	Nov 11
Thanksgiving Day	Thursday	Nov 28	4th Thurs in Nov
Christmas Day	Wednesday	Dec 25	Dec 25
New Year's Day	Wednesday	Jan 1	Jan 1
Martin Luther King, Jr. Day	Monday	Jan 20	3rd Mon in Jan
Lincoln's Birthday	Friday	Feb 14	Feb 12
President's Day	Monday	Feb 17	3rd Mon in Feb
Memorial Day	Monday	May 26	Last Mon in May

x LOCAL HOLIDAY PER EDUCATION CODE SECTION 37220.(13)

Nov 27 & 29	Local Student Holidays
Dec 23 - Jan 6	Winter Recess
April 21 - 25	Spring Recess

Professional Development - (PD)

Aug 27
Jan 7 - Student Free Day
Feb 13 - Student Free Day

{ } Minimum Days

Nov 6, 7, 8 (Parent Conference K-6)
June 11, 12 (7-8)
June 13 (K-8)

SCHOOL BEGINS - AUGUST 29, 2013

Aug 27 - 1st Day for Teachers

Aug 28 (P\$) - Pre-service Day for Teachers

Aug 29 (STU) - 1st Day for Students

LAST SCHOOL DAY, K-8 - JUNE 13, 2014

The District will retain the option of eliminating any or all of the three Professional Development days for the 2013-14 school year in accordance with Article 13.9.1.4

Calendar subject to change

Board Approved: 04-11-13

ROSEMEAD SCHOOL DISTRICT K-8 CALENDAR - 2013-2014

STUDENT / INSTRUCTIONAL DAYS

July	1, 2013	Monday	Fiscal year begins
*July	4, 2013	Thursday	Independence Day Holiday
August	29, 2013	Thursday	School Begins
*September	2, 2013	Monday	Labor Day Holiday
October	31, 2013	Thursday	End of First Quarter, 7 th -8 th
November	6, 2013	Wednesday	Parent-Teacher Conference/K-6 th Min. Day-Students
November	7, 2013	Thursday	Parent-Teacher Conference/K-6 th Min. Day-Students
November	8, 2013	Friday	Parent-Teacher Conference/K-6 th Min. Day-Students
*November	11, 2013	Monday	Veteran's Day Holiday
November	22, 2013	Friday	End of First Trimester
xNovember	27, 2013	Wednesday	Local Student Holiday
*November	28, 2013	Thursday	Thanksgiving Day
xNovember	29, 2013	Friday	Local Student Holiday
xDecember	23, 2013	Monday	Winter Recess Begins (Dec. 23 rd – Jan. 6 th)
xDecember	23, 2013	Monday	Local Holiday/Admissions Day
xDecember	24, 2013	Tuesday	Christmas Eve Holiday
*December	25, 2013	Wednesday	Christmas Day Holiday
xDecember	31, 2013	Tuesday	New Year's Eve Holiday
*January	1, 2014	Wednesday	New Year's Day Holiday
^January	7, 2014	Tuesday	No School – Student Free Day
January	8, 2014	Wednesday	School Reopens
*January	20, 2014	Monday	Martin Luther King, Jr. Holiday
January	27, 2014	Monday	End of Second Quarter, 7 th -8 th
^February	13, 2014	Thursday	No School – Student Free Day
*February	14, 2014	Friday	Lincoln's Birthday Holiday
*February	17, 2014	Monday	President's Day Holiday
March	13, 2014	Thursday	End of Second Trimester
April	03, 2014	Thursday	End of Third Quarter, 7 th -8 th
xApril	21, 2014	Monday	Spring Recess Begins (April 21 st – 25 th)
April	28, 2014	Monday	School Reopens
*May	26, 2014	Monday	Memorial Day Holiday
June	11, 2014	Wednesday	Minimum Day – Muscatel Students Only
June	12, 2014	Thursday	Minimum Day – Muscatel Students Only
June	13, 2014	Friday	Last Day of School; Minimum Day K-8 th Students; End of Fourth Quarter & 3 rd Trimester; 7 th -8 th Report Cards, K-8 th

*Legal Holiday
xLocal Holiday
^Student Free Day

Calendar subject to change.

Board Approved: 04-11-13

ROSEMEAD SCHOOL DISTRICT

AR 4128(a)

Certificated PersonnelPart-Time 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.

Employees desiring to participate in a part-time teaching/share teaching assignment must submit their request to the Superintendent no later than May 1. The request shall be signed by the teachers and the principals involved in both the old and new job assignments. The signatures of the principals shall not indicate approval or disapproval. If a request is denied, the teachers shall receive a written response to their written proposal.

Proposals submitted by teachers shall include:

1. How they will share the position.
2. Verification that their classroom philosophy is mutually acceptable and consistent.
3. Assurance that curricular and instructional strengths will be used to the best advantage for their students.
4. A specific plan which outlines tasks, schedules, curricular program, report cards, conferences, testing, etc.
5. A detailed plan for establishing communications 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, all student-free days, and evening activities unless prior approval is received from the principal.

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

Principals will submit two annual written evaluations, one prior to Winter Break and one 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.

Both teachers will be required to be in daily attendance during the first two weeks of school and one week during the third trimester.

Refer to Article XIV Transfer/Reassignment regarding shared teaching seniority guidelines.

approved: 6-6-84
amended: 6-13-85
reviewed: 9-16-93
amended: 4-06-06

ROSEMEAD SCHOOL DISTRICT

PLANNING TIME/RELEASE TIME 4, 5, AND 6 GRADE TEACHERS

NAME _____ DATE _____

DEPT/SCHOOL _____ GRADE: 4 5 6

SPECIAL ARRANGEMENT/REQUEST

SPECIFIC DATE REQUESTED ☐ _____ ORFIRST DATE AVAILABLE ☐FULL DAY ☐ ORHALF 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 4, 5, or 6 will be allocated a total of two (2) days per school year.
2. Implementation of this article is with the understanding that unit members' use of substitute days is contingent upon District needs.
3. If substitute teachers are available they will be assigned on a first request basis.
4. It is the unit member's responsibility to fill out the District form, "PLANNING TIME/RELEASE TIME FOR 4, 5, AND 6 GRADE 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.
5. Request for substitute days will be coordinated with the site administrator in conjunction with the District substitute coordinator.

APPENDIX F

Revised 5/22/12

Presented as an MOU and to be added to Article XV. [The following is a one year MOU, for the 2012-13 school year only, to be reassessed by both the Association and the District, to determine the feasibility of the following language before being permanently added to the Contract between the Association and the Rosemead School District]

DISPLACEMENT FROM POSITIONS AT A SCHOOL SITE/RECONFIGURATION OF PROGRAMS/DECLINING ENROLLMENT/ELIMINATION OF SERVICES

TRANSFER/REASSIGNMENT PROCEDURES

For the purposes of this MOU and transfer/reassignment language, the following definitions will apply:

Reconfiguration: Refers to a grade level assignment that has changed under the guidelines of 15.4.1.

Displacement: Involuntary loss of a grade level, subject matter, program, or school position.

No provisions in this MOU shall be deemed to preempt or supersede California Education Code section 35035 (c) 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.

[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 lay-offs. 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.]

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.

FROM THE ROSEMEAD SCHOOL DISTRICT
TO
ROSEMEAD TEACHERS' ASSOCIATION
2013-14

(Professional Development Days & School Calendar [Common Core State Standards Implementation Funds as part of Total Compensation])

MEMORANDUM OF UNDERSTANDING

The District and RTA agree to enter into this Memorandum of Understanding ("MOU") for one school year with regard to teacher professional development based upon the following terms:

- A. It is agreed that all schools will work three (3) professional staff development days (paid from one-time Common Core State Standards Implementation Funds (CCSS) which will take the teachers' work year from 181 days to 184 days for the 2013-2014 school year only. The proposed payment from CCSS funds for the 2013-14 school year professional staff development days are based solely upon Professional development for teachers involved in the direct instruction of pupils that is aligned to the academic content standards adopted pursuant to California *Education Code (EC)* sections 60605.8, 60605.11, 60605.85, and 60811.3. For any bargaining unit member who does not provide direct instruction, the District will determine appropriate funding for the Professional Development days.
- B. In conjunction with the District's Local Control Accountability Plan (LCAP) Common Core State Standards Implementation Funds will be used for the implementation of Common Core State Standards in the District.
- C. The 3 CCSS professional staff development days shall be on the salary schedule for the 2013-14 school year only (an approximate 1.63% increase to the salary schedule for 2013-14 only). The 3 CCSS Professional Development days will come off the salary schedule at the conclusion of the 2013-14 school year unless such professional development days are specifically negotiated back onto the salary schedule in the future. If the funding provided under CCSS is ever reduced or discontinued, any CCSS Professional Development day salary schedule increases will be reduced or discontinued accordingly.

On these Professional Development days, Personal Necessity shall not be authorized unless an emergency situation is approved by the Superintendent. The use of sick leave on Professional Development days is subject to a District request for verification from a physician or other licensed health care provider. These District requests shall be based upon reasonable cause. Unit members that miss a Professional Development day will be subject to a deduction equal to their daily rate of pay if they are unable to provide appropriate medical verification.

- D. The District and RTA agree that the agreements reached above will be considered part of "total compensation" to the bargaining unit.

This tentative agreement is subject to approval by the school board, County Office of Education, RTA Executive Board, and ratification by the Teacher's Association in accordance with the California Education Code and Government Code.

Rosemead School District
11/12/13
Date

Rosemead Teachers' Association
11/12/13
Date

FROM THE ROSEMEAD SCHOOL DISTRICT
TO
ROSEMEAD TEACHERS ASSOCIATION
2013-14

(Late Start and Minimum Day School Calendar for Muscatel Middle School)

MEMORANDUM OF UNDERSTANDING

The District and RTA agree to enter into this Memorandum of Understanding ("MOU") for one school year with regard to the Muscatel Middle School calendar and teacher professional development based upon the following terms:

- A. Muscatel MOU- The District and RTA agree that this Muscatel Middle School Late Start Memorandum of Understanding ("MOU") establishing 21 late start days and 4 Minimum days for the 2013-14 school year only be adopted with the understanding that Article XII is suspended for the 2013-2014 school year only. Article XII provides as follows:

"Article 12.2.1- Muscatel will be allocated 3 minimum days for the following purposes: 12.2.1.1 Two (2) for graduation preparation; 12.2.1.2 One (1) last day of school. 12.2.3 Muscatel will be allocated late start schedule of Two (2) Wednesdays per month."

This MOU is subject to approval by the school board, County Office of Education, RTA Executive Board, and ratification by the Teacher's Association in accordance with the California Education Code and Government Code.



Rosemead School District

11/12/13
Date



Rosemead Teachers' Association

11/12/13
Date

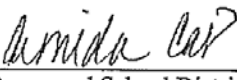
TEACHER ON SPECIAL ASSIGNMENT
March 25, 2013

DEFINITION:

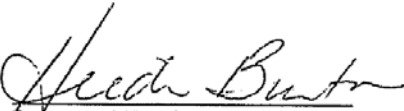
A Teacher on Special Assignment shall be defined as a unit member released from his/her classroom or assigned in a T.O.S.A. position in lieu of the classroom for a maximum of 50% of his/her teaching assignment for the purpose of filling a position to be supervised by a District level or school site level administrator, outside of the normal classroom environment.

TEACHER ON SPECIAL ASSIGNMENT POSITIONS

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;
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;
3. T.O.S.A.'s shall not evaluate other employees;
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 may be credentialed to teach. However, the District will make a reasonable effort to assign the unit member to the same school and the same assignment that the unit member held before becoming T.O.S.A.
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 he/she is credentialed to teach.



Rosemead School District
11/12/13
Date



Rosemead Teachers' Association
11/12/13
Date