

Collective Bargaining Agreement

Between



and

River Charter Schools Teachers Association

July 1, 2024 through June 30, 2025

AGREEMENT

BETWEEN

RIVER CHARTER SCHOOLS

AND

RIVER CHARTER SCHOOLS TEACHERS ASSOCIATION

This Agreement made and entered into by and between River Charter Schools, a not-for-profit California Corporation, which together with its administrative staff and representatives shall be referred to in this Agreement as the “Employer,” the “School,” or “RCS”, and the certificated employees’ exclusive representative River Charter Schools Teachers Association (hereafter referred to as “RCSTA,” the “Collective,” or the “Association”).

Agreed in Bargaining:

For River Charter Schools

For River Charter Schools Teachers Association

Roxanna B. Villaseñor
Superintendent

Mary Gomes
RCSTA Board President

Chastin Pierman
Legal Counsel

Kei Swensen
CTA Representative

Table of Contents

Article I Recognition.....4
Article II Negotiations Procedure5
Article III Association Rights6
Article IV Employment Status.....9
Article V Reductions in Force11
Article VI Class Size and Workload.....14
Article VII Hours, Duties, and Work Year19
Article VIII Assignments, Transfers, and Reassignment.....25
Article IX Compensation29
Article X Health and Welfare Benefits33
Article XI Discipline and Dismissal34
Article XII Leaves of Absence40
Article XIII Evaluation47
Article XIV Safety49
Article XV Grievance and Arbitration.....53
Article XVI Public Complaints Procedures57
Article XVII Assignability.....59
Article XVIII Savings60
Article XIX Agreement.....61

Schedule A: 2024-2025 Salary Schedule for Teachers

Schedule B: 2024-2025 Salary Schedule for Education Psychologists and Speech Language Pathologists

ARTICLE I

RECOGNITION

- 1.1** RCS recognizes RCSTA/CTA/NEA as exclusive representation pursuant to the EERA for a collective bargaining unit consisting of “all certificated personnel including but not limited to: certificated teachers, education specialists, psychologists, instructional coaches, speech and language pathologists, and teachers holding other equivalent documents pursuant to EC section 47605(1)” that are employed by RCS and which shall exclude “all other employees including management, supervisory and confidential employees within the meaning of EERA section 3540.1.”
- 1.2** New certificated positions or classifications which are established during the term of this Agreement shall be part of the bargaining unit, if such positions share a community of interest with the existing unit. Any dispute regarding inclusion/exclusion shall be subject to the procedures of the EERA.
- 1.3** Any new school(s), new campus or expansion of the Employer or any affiliate, subsidiary, partnership, firm, corporation or other legal entity under control of the Employer which provide instruction, either whole or in part, shall be covered under this collective bargaining agreement.
- 1.4** The parties to this Agreement recognize the duties and work performed by the employees in the bargaining unit described above shall be performed only by unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit.

ARTICLE II

NEGOTIATIONS PROCEDURE

2.1 Intent of Negotiations

It is the mutual intent of the parties to provide students with a rigorous and innovative learning environment which includes a school-site based decision making model consistent with the negotiated agreement. Educator input concerning curriculum, teaching methodology, parent involvement, community collaboration, staff wellbeing and student support is critical.

2.2 Initial Proposals

No later than the scheduled RCS Board meeting in March of the calendar year in which this agreement expires. RCS and RCSTA shall sunshine initial proposals for reopener negotiations (if applicable) or a successor agreement.

2.3 Good Faith Negotiations

The parties shall meet and negotiate in good faith on reopeners or a successor agreement within twenty (20) work days of the Board's public hearing for each party's sunshine proposals. Any agreement between the parties shall be reduced to writing and signed by them.

2.4 Distribution of Ratified Agreement

Within ten (10) work days of ratification of the agreement by both parties herein, RCS shall make the agreement publicly available on its shared drive and the RCS website.

2.5 New Unit Members

RCS shall be responsible for providing a digital copy of the agreement to all newly hired unit members.

RCSTA shall make available a hard copy of the agreement in a teacher common area at each site.

2.6 Release Time for Negotiations

Unit members appointed by RCSTA for the purpose of meeting and negotiating will receive reasonable release time from duties without loss of compensation as per the EERA.

ARTICLE III

ASSOCIATION RIGHTS

3.1 Educational Employment Relation Act

RCSTA has the right under the Educational Employment Relations Act (EERA) to represent members in their employment relations with RCS. Nothing in this Agreement shall be construed as a waiver of those rights.

3.2 Access and Communication

RCSTA representative(s) shall have the right of access to areas in which unit members work and may use mailboxes, bulletin boards, and other modes of workplace communication, including, but not limited to, school email. RC STA and RCS agree communications by either party shall not be defamatory, obscene, in violation of the law, or malign the character of any member of the RCS community.

3.3 Bulletin Board

RCSTA shall have the right to post notices of activities and matters of Union concern on the bulletin board(s) in the employee lounges or other common work areas. RCS shall provide a bulletin board for RCSTA's exclusive use at each work site wherever unit members are assigned.

3.4 Use of School Technology and Facilities

RCSTA shall have the right to use school technology (e.g., laptops, projectors, etc.) and facilities for meetings with unit members during non-work time, and with prior approval from RCS. Such approval shall be granted unless such meetings conflict with previously scheduled use of such facilities.

3.5 RCS/School Site Committees

RCSTA may participate on RCS or School committees which address issues related to mandatory subjects of bargaining. RCSTA and RCS shall mutually agree on one (1) unit member to serve on each committee.

3.6 Release Time at RCSTA Expense for Union Conferences/Workshops and/or meetings

RCSTA may request the release of designated unit members from their regular duties with no loss of pay for no more than ten (10) days of leave (total for the bargaining unit) for the purpose of attending local, state or national workshops, subject to the following conditions:

- a. The unit members utilizing the leave must give written notification on the RCS absence form to the Principal or designee in advance of the leave.

- b. The unit member must arrange for a suitable substitute according to RCS procedures.
- c. Such leave will not be utilized on days when special events or special duties require the specific presence of that individual unit member.
- d. RCSTA shall reimburse RCS for the cost of any substitute.

3.7 Right to Represent

RCSTA shall have the right to represent unit members, with no loss of pay or benefits, in investigatory meetings, disciplinary meetings, and for the processing of grievances, consistent with applicable law.

3.8 Released Time for Bargaining

RCSTA shall be entitled to reasonable released time from duty with no loss of pay and benefits for the purpose of meeting and bargaining with RCS, including caucus time, consistent with applicable law.

3.9 Orientation

RCSTA shall have the opportunity to address new employees at an agreeable time during each new employee orientation session.

- a. New employee orientation is defined by Government Code § 3555.5 as the onboarding process, whether in person, online, or through other means, pursuant to which new employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment-related matters.
- b. RCS shall provide RCSTA with a minimum of ten (10) days written notice of all new employee orientation events held at the beginning of each school year.
- c. RCS administration will excuse themselves during the Association's orientation time.
- d. RCSTA will be given sixty (60) minutes prior to the lunch break of the orientation to present information to new unit members.
- e. RCSTA shall be notified by RCS of additional new employee orientations as they are scheduled throughout the school year. RCSTA shall have up to thirty (30) minutes at the conclusion of RCS's portion of these additional orientation opportunities for purposes of discussing the union.
- f. RCSTA may invite California Teachers Association (CTA) endorsed vendors and CTA staff to orientation/on-boarding meetings, subject to the RCS visitor policy /procedures.

3.10 Association Right to Unit Member Data

RCS shall inform RCSTA of the name, address, phone number(s), personal email, work site, and work assignment of new unit members, at the point the new unit member is placed, either before or during the school year.

3.11 Necessary Information

All information necessary for the Association to discharge its duties as the exclusive representative shall be provided by RCS without charge, including names, addresses and telephone numbers of unit members.

3.12 Staff Meetings

RCSTA shall have the right to propose agenda items for site staff and all staff meetings and shall have the right to use the room immediately following staff meetings to discuss RCSTA related issues during which time admin will leave the room.

3.13 Board Agendas and Minutes

RCS shall provide to the RCSTA President one copy of the Board agenda in advance of each Board meeting, including all non-confidential, nonprivileged attachments to the Board agenda.

- a. RCS shall provide RCSTA an ongoing place on the regular school board meeting agenda for Association updates, not to exceed twenty (20) minutes.

ARTICLE IV

EMPLOYMENT STATUS

4.1 Introduction

4.1.1 A complete year is defined as a bargaining unit member in contract paid status for seventy-five percent (75%) or more of the number of days in the work year. Any leave days that are paid and protected by law, including pregnancy disability, new parent, and military leave days, shall count towards completing this percentage.

4.2 Probationary Employment

4.2.1 Unit members shall serve a probationary term of two (2) complete consecutive years of service, as defined above.

4.2.1.1 Newly hired unit members with clear credentials shall begin their probationary period and be classified as probationary year 1 on their first day of service. They shall be classified as probationary year 2 upon having been re-elected for a second year of service.

4.2.1.2 Any newly hired unit member who holds a preliminary credential shall be classified as probationary year 1 until completion of the Induction Program required to clear a credential.

4.2.1.2.1 Upon fulfillment of the requirements for a clear credential, they shall be classified as probationary year 2.

4.2.1.3 Newly hired unit members who hold an intern permit or credential shall be classified as probationary year 0 until obtaining a preliminary credential and starting the Induction Program.

4.2.4 Termination of employment during probationary term.

4.2.4.1 Notice of non-renewal of employment from probationary employment must be provided no later than April 15 of the school year in which the non-renewal notice is given. The unit member may finish the contracted school year in which the non-renewal notice is given. In the event that notice is not given on or before April 15, the unit member shall be deemed reelected for the next succeeding school year.

4.2.4.2 During the probationary term, the unit member may be released immediately at any time without documented cause only if the unit member is provided severance in the amount of one (1) month's salary and health care premiums reimbursement through COBRA up to the monthly rate of \$775 or until the end of their contracted employment (excluding any stipend pay), whichever is less.

4.3 Post-Probationary Employment

4.3.1 Unit members who hold a clear credential, have completed their probationary period, and have been reelected for the succeeding school year, shall be classified as post probationary employees of RCS.

4.3.2 Upon completion of the probationary term and thereafter, unit members shall only be disciplined and/or discharged in accordance with just cause and the progressive discipline provisions of this Agreement.

4.3.3 Annual non-renewal may only occur if the unit member's annual evaluation is unsatisfactory, the unit member did not successfully complete their Performance Improvement Plan (PIP), and notice of non-renewal is provided by April 15 of that school year. Successful completion of a PIP is defined as at least 80% of the growth targets being met.

4.3.3.1 The language included in 4.3.3 shall not go into effect until the parties have concluded negotiations around Evaluations in accordance with the Evaluations article section 13.6 Task Force.

4.4 Status Credit

4.4.1 Once the initial collective bargaining agreement is fully ratified, all unit members' employment with RCS shall count towards their employment status.

4.5 Charter Revocation or Nonrenewal

4.5.1 Charter revocation or nonrenewal shall terminate any and all employment rights consistent with the effective date of revocation or nonrenewal of the charter.

ARTICLE V

REDUCTIONS IN FORCE

5.1 Layoffs/Reduction In Force

- 5.1.1 A reduction in Force (“layoff”) shall be defined as an involuntary reduction in FTE for any unit member who has completed their probationary term.
- 5.1.2 A reduction in force may occur due to programmatic needs, declining or insufficient enrollment, or reduction in funds.
- 5.1.3 In the event of a layoff during the school year, RCS shall provide advance notice of layoff to affected unit members of at least thirty (30) workdays. There shall be no mid-year layoffs after November 15th of each academic year.
 - 5.1.3.1 RCS will provide a severance of one (1) month’s salary and healthcare premium reimbursement through COBRA up to the monthly rate of \$775 for each affected unit member. This severance constitutes any legal obligation of the parties to negotiate the impacts of the laid off unit members. However, RCSTA reserves the right to negotiate over the impacts of layoffs on remaining members.

5.2 Procedure for Layoffs

- 5.2.1 Prior to considering any reductions in force of unit members, the employer shall meet with the union to discuss its impact and receive input concerning allocation of the reduction.
- 5.2.2 The Union, in consultation with the affected staff, shall have the right to meet and negotiate the effects and/or impact of the RCS’s determination in regards to which bargaining unit members shall be laid off and the bargaining unit members who are retained. Such negotiations shall not delay implementation of any layoff.
- 5.2.3 Before reducing FTE or eliminating positions, volunteers shall first be sought. In the case that reductions in force cannot be fully accommodated by volunteers, RCS shall first reduce the hours of members with a lower FTE percentage.
- 5.2.4 Layoffs shall occur on a school-by-school basis. A unit member laid off at one school shall not "bump" a unit member at another school.
- 5.2.5 A unit member laid off at one school site may choose to be placed on that school’s Rehire List (see Section 5.5 below) or to be considered for transfer to another school site for which there is an opening and for which they hold the appropriate credential. If there is no transfer available, the unit member shall be automatically placed on the Rehire List.

5.3 Order of Layoff

- 5.3.1 No unit member shall be terminated while any other unit member with lesser seniority is retained to render a service which the unit member is certificated and qualified to render at the same school. A unit member is certificated and qualified to render a service if they possess the appropriate credential and/or certification.
- 5.3.2 For purposes of this Article, a unit member's seniority date is based on the date on which they began paid probationary service with RCS. For any unit member with a break in service, the most recent date of regular employment is the seniority date. For purposes of this Article, a break in service is defined as an unpaid leave of absence of more than 12 months or separation followed by reemployment.
- 5.3.3 In the event two or more members share the same seniority date, their evaluations may be used to determine order of layoff. If the performance levels are identical, ties shall be broken by random lottery conducted in the presence of at least one Union RCSTA representative and the affected members. In the event any one or more of affected member(s) is unavailable for the lottery, an additional Union RCSTA representative must be present as a witness and substitute for all absent members.
 - 5.3.3.1 The language included in 5.3.3 regarding performance levels shall not go into effect until the parties have concluded negotiations around Evaluations in accordance with the Evaluations article section 13.6. Task Force.

5.4 Preliminary & Final Notice of Layoff

- 5.4.1 In the event of a reduction in force, RCS shall issue a preliminary notice by no later than March 30 to any unit members whose services are to be reduced or eliminated. This notice shall be issued by email and certified mail.
- 5.4.2 Final notice of a reduction in force occurring for the following school year shall be provided no later than May 30.

5.5 Rehire List

- 5.5.1 Individuals who have had their FTE reduced or positions eliminated shall be placed on a reemployment list for a period of eighteen (18) months following the effective date of the layoff and shall be offered reemployment in order of seniority (based on first paid date at the School).
- 5.5.2 If and when a position opens, it must be offered to the most senior qualified member on the Rehire List who holds the appropriate certification. The offer is to be made by phone call and via certified mail to the address on file for the unit member. The unit member shall have five (5) calendar days from the date of the notice to respond to the offer of re-employment. It is the unit members' responsibility to maintain

communication with the school during the period they are on the rehire list including updating their phone numbers and addresses.

- 5.5.3 Unit members who decline two offers of reemployment for a position for which they hold an appropriate credential will be removed from the Rehire List and will have to reapply for consideration of future employment.
- 5.5.4 No prospective employee may be offered a position until every qualified unit member on the Rehire List has refused an offer of reemployment for a position requiring that credential.
- 5.5.5 When a unit member is reemployed, the time spent on the Rehire List shall not constitute a break in service but for all purposes will be treated as time spent on an unpaid leave of absence.

5.6 Grievance Procedure

- 5.6.1 The employer's decision to reduce force is not subject to grievance. However, alleged violations of the above procedures are subject to the grievance procedures in this Agreement, subject to the timelines set forth in this Article.
- 5.6.2 A unit member who disputes the order of layoff under Section 5.3 must provide written documentation to the Principal or designee within ten (10) calendar days after the reduction in force notice is sent to the unit member. If RCS revises the unit member's layoff priority as a result of the documentation provided by the unit member, RCS shall notify the unit member and any other affected unit members within ten (10) calendar days.
- 5.6.3 In the event the employer makes an error with respect to the procedures and criteria in this article, the remedy will be to restore employment to the affected member and the time prior to restoration will not be considered a break in service.

5.7 Exclusion

The terms of this Article do not apply in the event of charter revocation or nonrenewal.

ARTICLE VI

CLASS SIZE AND WORKLOAD

6.1 Teachers

In assigning students to classes, the following guidelines will be observed:

6.1.1 Transitional Kindergarten (TK) class size shall not exceed twenty (20) students, with a 1:10 adult to student ratio.

6.1.2 Kindergarten class size shall not exceed twenty-six (26) students.

6.1.2.1 Every Kindergarten class shall be assigned one (1) dedicated full-time instructional aide.

6.1.3 First grade and Second-grade class size shall not exceed twenty-six (26) students.

6.1.3.1 First and Second grade classes shall be assigned one (1) dedicated full-time instructional aide for every two (2) classes.

6.1.4 Third grade through Sixth grade class size shall not exceed twenty-eight (28) students.

6.1.5 Seventh and Eighth grade class size shall not exceed a maximum class size of thirty (30) students.

6.1.6 Maximum class sizes for PE classes shall not exceed sixty (60) students.

6.1.6.1 If a PE teacher is required to teach more than thirty (30) students at the same time, a paraprofessional shall be assigned.

6.1.7 Class size overage is defined as a student listed on the unit member's official roster and/or assigned to the unit member's classroom on an emergency basis (i.e. no substitute coverage) for more than one hundred eighty (180) minutes of any day, exclusive of scheduled specials, recesses, and lunch periods, over the class size maximum. For any overage, unit members shall receive additional compensation until the class size is reduced to the appropriate level as follows:

6.1.7.1 Unit members shall receive \$20 per day per student over the class size maximum.

6.1.7.2 The overage shall not exceed four (4) students for any of the class size limitations defined in this article.

6.1.8 The lowest class size maximum shall be used in the event that a combination class is created.

6.2 Teachers on Special Assignment (TOSA)

TOSAs such as Instructional Coaches, etc. shall have a workload commensurate with that of classroom teachers. Job descriptions for Teachers on Special Assignment shall be developed by RCS with consultation from RCSTA and shall be finalized before the beginning of each instructional year.

6.2.1 TOSAs do not hold administrative positions and as such shall not be required to take on duties such as teacher supervision, discipline, or evaluation.

6.3 School Psychologists

School Psychologists shall not have a combined active caseload of assessments, counseling services (e.g., ERMHS or Tier 2 Interventions), and behavior services that exceeds sixty (60) students.

6.3.1 An active counseling or behavior case shall be defined as initiated upon receipt of parent/guardian consent and includes cases across general education, 504 Plans, and IEPs.

6.3.2 An active assessment, which delegates tasks to the assigned psychologist, shall be defined as initiated upon receipt of parent/guardian consent for assessment, and shall include IEP Assessments, 504 evaluations, Functional Behavior Analyses (as applicable), and Behavior Intervention Plans.

6.3.3 Active assessments shall be considered complete/inactive upon submission of the final report and participation in the meeting at which the report is presented, and applicable collaboration and support is determined, and/or applicable data is provided which results in no further need for assessment measures or investigatory processes.

6.3.4 Counseling cases and behavior cases shall be considered complete/inactive upon termination of services or removal of services from a student's formalized plan (e.g. IEP, 504 plan, behavior intervention plan, behavior support plan, or safety plan).

6.3.5 The School Psychologist will be excused from performing additional job roles (e.g. adjunct duties, system creation/implementation, multi-grade or school wide campaigns) which interfere with primary roles once they have reached fifty (50) combined active cases.

6.3.6 If the caseload exceeds sixty (60) active cases, the School Psychologist shall notify their direct supervisor. A meeting must be held within ten (10) workdays to review the School Psychologist's combined caseload and find a solution. If a mutually agreed-upon solution cannot be reached, RCS shall pay a stipend of twenty (20) dollars per day for each additional case over the caseload maximum until a solution can be found.

6.4 School Counselor

RCS shall have discretion as to whether to retain a School Counselor at each school site. If a School Counselor is retained at a school site, the following requirements shall apply.

- 6.4.1 A School Counselor shall not be the coordinator/manager on more than two (2) large-scale projects (e.g. school-wide or multi-grade campaigns, system creation and implementation across tier 1 or tier 2) at any given time.
- 6.4.2 Large-scale projects shall not interfere with direct services to students (e.g. active counseling cases or behavior work)
- 6.4.3 School Counselors shall be assigned based on a ratio of 1:550 students.
- 6.4.4 A School Counselor shall not have a combined active caseload of counseling cases and behavior services that exceeds seventy (70) students.
- 6.4.5 An active counseling or behavior case shall be defined as initiated upon receipt of parent/guardian consent for initiation of services and may include students across general education, 504 Plans, and IEPs.
- 6.4.6 Counseling cases and behavior cases shall be considered complete/inactive upon termination of services for a given case.
- 6.4.7 If the caseload exceeds seventy (70) active cases, the School Counselor shall notify their direct supervisor. A meeting must be held within ten (10) workdays to review the School Counselor's caseload and find a solution. If a mutually agreed-upon solution cannot be reached, RCS shall pay a stipend of twenty dollars (\$20) per day per additional student over the caseload maximum until a solution can be found.

6.5 Speech-Language Pathologists (SLP)

- 6.5.1 For purposes of this section, "caseload" refers to the number of students with IEPs or participating in informal school-based interventions (i.e., Response to Intervention, speech awareness) that receive direct and/or indirect service delivery options.
- 6.5.2 Speech-language Pathologists shall be assigned a caseload not to exceed fifty-five (55) students.
- 6.5.3 An active speech case shall be defined as initiated upon receipt of parent/guardian consent for initiation of services and may include students across general education, 504 Plans, and IEPs. Speech cases shall be considered complete/inactive upon termination of services for a given case.

- 6.5.4 If the caseload exceeds fifty-five (55) students, the SLP shall notify their direct supervisor. A meeting must be held within ten (10) workdays to review the SLP's caseload and find a solution. If a mutually agreed-upon solution cannot be reached, RCS shall pay a stipend of twenty dollars (\$20) per day per additional student over the caseload maximum until a solution can be found.

6.6 Education Specialists (SPED teachers)

Education Specialists (SPED teachers) shall have the caseload maximums as stated below. Education Specialist caseloads will be determined at each site through discussion between Education Specialists, relevant site administration, and the Program Specialist. Factors to be considered in determining caseload allocation shall include required student service minutes and assignment of instructional paraprofessionals.

- 6.6.1 Specialists serving students with IEPs shall have a caseload of no more than twenty-eight (28) students.
- 6.6.1.1 The caseloads shall be distributed between the number of specialists at a given site with consideration given to grade level and acuity of need.
- 6.6.1.2 Depending upon the intensity of the Education Specialist's caseload (e.g., number of students with moderate to severe needs), the administrator may reduce their caseload.
- 6.6.1.3 Should the number of students with extensive support needs (e.g. those who require 51% or more of specialized academic instruction in a given school day) exceed a ratio of four (4) students to one education specialist (4:1), the administrator shall, within ten (10) workdays, begin providing monthly consultation with the education specialist to review and evaluate their caseload.
- 6.6.2 In rare circumstances, caseloads may temporarily exceed the above caseload maximums based on program needs. In the event that an Education Specialist is asked to support students beyond their maximum caseload, the education specialist shall be paid \$20 per day per student, with no Education Specialist asked to serve more than four (4) additional students beyond their maximum.
- 6.6.3 Every Education Specialist shall be assigned at least one (1) full-time dedicated paraprofessional to every nine (9) students on their caseload, in addition to any para educator providing dedicated and/or exclusive support to a student or students, as designated by their IEP, for the specific purpose of supporting the Education Specialist's caseload. **Article 6.6.3 is suspended temporarily through the 2025-2026 school year per MOU dated 3.6.24**

6.7 Unit Members Providing Substitute Coverage

- 6.7.1 Any unit member that is required to substitute in another employee's assignment for a partial or full day shall not be required to perform their normal assigned duties while substituting.
- 6.7.2 A unit member may be asked to provide substitute coverage during their preparation period for another unit member's class without compensation up to a maximum of three (3) times per school year. Thereafter, the unit member shall be provided coverage within five (5) workdays to make up for the missed preparation time or be paid at their hourly rate for one (1) hour per day for each period of substitute.
- 6.7.3 A qualified non-classroom based unit member may be asked to provide coverage for another unit member's class up to a maximum of three (3) times per school year. Thereafter, the unit member shall have the opportunity to request compensation in the form of extra duty pay for any time sensitive regular work that they must complete.

ARTICLE VII

HOURS, DUTIES, AND WORK YEAR

7.1 Work Year

The total number of workdays shall be as follows:

7.1.1 Classroom Teacher (~~1835~~)

7.1.2 Education Specialist (~~1835~~)

7.1.3 Teacher on Special Assignment (TOSA)/Instructional Coach (~~18890~~)

7.1.4 Speech Language Pathologist (~~18890~~)

7.1.5 School Psychologist (~~18890~~)

7.1.6 School Counselor (~~1835~~)

7.1.7 Program Specialists (~~18890~~)

7.2 Calendars

7.2.1 The RCS calendar shall include one hundred seventy-five (175) instructional days. If applicable law requires additional instructional days for charter schools, RCS shall have the authority to increase the instructional days to no more than one hundred eighty (180) without bargaining.

7.2.2 Any unit member required to work more than one hundred eighty ~~five three~~ (~~1835~~) days shall be required to work all instructional days and present a calendar by July 1 to be reviewed and approved in advance (before their first day of work) by their supervising administrator with respect to the additional workdays for their position.

7.2.3 The school calendars, specifically the first day and last days of work, length of the work year, vacations, holidays, minimum days, report card due dates to administration, parent-teacher conferences, professional development days, and early dismissal dates shall be subject to negotiations between the parties each year. RCSTA may provide input regarding all other aspects of the school calendar. The parties agree to begin negotiations in good faith in sufficient time to reach agreement on the school calendars no later than March 15 each year. Parties may agree to up to three (3) years of calendar. School calendars are subject to Board approval.

7.3 Workday/Work Week

All Unit Members

- 7.3.1 The workday shall begin thirty (30) minutes before the start of student instruction and end thirty (30) minutes after the end of instruction, except on Wednesday early release days when the workday ends one hundred and five (105) minutes after the end of instruction.
- 7.3.2 Any proposed changes to the beginning/end of the workday shall be subject to negotiations between the parties.
- 7.3.3 The workday shall not be more than four hundred twenty-five (425) minutes, exclusive of duty-free lunch periods.
- 7.3.4 Except as provided in sections 4 and 9 of this Article, a unit member may be required by RCS to work beyond their contracted workday only in the event of an unavoidable extenuating circumstance. In such an event, RCS shall pay for that time at the affected unit member's hourly rate.

7.4 Professional Obligations

It is the intention of RCS and RCSTA to focus on the unit member's role as a professional whose time and energy should be focused upon the learning process while also authentically contributing to the culture of their school community by attending various afterhours school events. RCS shall make every effort not to regularly assign unit members to supervise students engaged in non-instructional activities during the school day. However, unit members shall remain available to assist any situation where the health and safety of students would be adversely impacted.

7.4.1 All Unit Members

7.4.1.1 In addition to the onsite obligation specified herein, teachers will be required to participate in a maximum of ten (10) hours per school year of the following below regular professional obligations at the site administrator's discretion, if performed outside of the regular workday, including but not limited to: Back to School Night, Meet and Greet Night, Art Showcase, music concerts, Project Based Learning nights, Parent/Teacher Club events, and science fairs. The duration of the time the unit member is required to set up and/or tear down shall be included. Additional participation is at the unit member's discretion.

7.4.1.1.1 For events beginning after 5:00 pm, an additional thirty (30) minutes will be counted for travel time back to the school site.

7.4.1.1.2 Site Administration shall communicate which events are required including specific time commitments for each event at the beginning of each school year.

7.4.1.1.3 Unit members are asked to keep track of their own participation in professional obligations outside of working hours during the 2024-2025 school year.

7.4.1.2 RCS shall endeavor to schedule other meetings such as Parent Teacher Conferences, IEP meetings, 504 meetings, and SSTs during the workday. Coverage shall be provided when necessary. Any other requirements not listed in this Article shall be subject to negotiation with the union.

7.4.2 Psychologists, School Counselors, Program Specialists & Speech Language Pathologists

7.4.2.1 All professional obligations, including meetings such as IEP meetings, 504 meetings, SSTs, and any other required meetings shall be scheduled during the workday unless there are unavoidable extenuating circumstances.

7.4.2.2 Psychologists, School Counselors, Program Specialists, and Speech-Language Pathologists serve as members of school staff, assuming reasonable extra responsibilities which do not limit primary function. If assigned to more than one site, consideration should be made to their individual situations.

7.5 Job Description

7.5.1 RCS shall develop and make available job descriptions for all positions within the bargaining unit. Prior to any new or amended job descriptions going to the RCS Board, RCSTA shall reserve the right to negotiate any impacts on working conditions.

7.5.2 Job descriptions shall include:

7.5.2.1 Defined essential duties to be completed within the defined work hours listed in this article.

7.5.2.2 The direct supervisor for each position.

7.5.2.3 The salary schedule for each position.

7.6 Staff Meetings & Professional Development

7.6.1 Wednesday Early Out Days shall be reserved as collaboration days with the following exceptions: Unit members may be required to attend up to two (2) staff meetings and/or professional development meetings directed by School site administration per month. These meetings shall be scheduled in advance on early release Wednesdays and provided to unit members prior to the beginning of the school year. Staff meetings/professional development shall not exceed ninety (90)

minutes in length. Meetings shall start no sooner than fifteen (15) minutes after the end of the student day.

7.6.2 Unit members may propose agenda items for staff meetings. Agendas for staff meetings must be distributed at least 24 hours in advance.

7.6.3 Content for professional development is subject to input from unit members.

7.7 Preparation Time

7.7.1 Preparation time is defined as self-directed pupil free time during the workday.

7.7.2 Unit members may be required to attend up to sixty (60) minutes per week of coaching, training, or other required meetings during preparation time. Unit members may elect to receive additional coaching during their preparation time.

7.7.3 Upon receiving approval from their supervisor, a unit member may leave campus during their preparation period.

7.7.4 No unit member shall be required to relinquish their preparation period except in accordance with section 7.7.2.

7.7.4.1 In the event that more than sixty (60) minutes of preparation time is missed for reasons as described in Section 7.7.2 or any preparation time is missed for reasons other than as described in Section 7.7.2, unit members will be provided coverage upon request within five (5) workdays to make up for the missed preparation time. This includes weeks when there are less than five (5) instructional days but excludes the first and last weeks of school, and parent conferencing weeks.

7.7.5 Teachers

7.7.5.1 Elementary teachers shall be guaranteed a minimum of two hundred and seventy-five (275) minutes of preparation time a week in uninterrupted blocks of at least thirty (30) minutes. One hundred and twenty-five (125) minutes of preparation time per week occurs prior to the start of the instructional day. Additionally, teachers are provided an additional ninety (90) minutes of preparation time on early release Wednesdays when staff meetings or professional development are not scheduled (approximately two (2) Wednesdays per month).

7.7.5.2 Middle school teachers shall be assigned one preparation period daily equal in length and frequency to a teaching period. One hundred and twenty-five (125) minutes of preparation time per week occurs prior to the start of the instructional day.

7.7.6 School Psychologists, School Counselors, Education Specialists, Program Specialists, and Speech Language Pathologists

7.7.6.1 It is understood that prep time for the school psychologist, school counselor, education specialist, program specialist, and speech and language pathologist shall be at their discretion when not directly interacting with students. It is expected that these unit members will have a reasonable amount of prep time built into their schedules that reflects the needs of their current caseload.

7.8 Planning Responsibilities for Teachers, Education Specialists, and School Counselors

It is expected that each teacher will make appropriate long-range and daily plans for their classroom teaching.

7.8.1 Long Range Plans: These plans take the form of instructional pacing goals and objectives for the year's instructional program which shall be submitted annually to the school Principal for approval and adoption as a working document which may be modified by mutual agreement. Teachers shall be given four (4) hours prior to the first instructional day to complete this work.

7.8.2 Daily Plans: Teachers will develop daily lesson plans. The Principal may require such plans to be in written form and submitted to the Principal no sooner than five (5) work days prior to the lesson date for core subjects to ensure instructional pacing.

7.8.3 Substitute Plans: Three (3) days of emergency substitute plans shall be kept on file in the school office or in a specified place in the classroom. These plans must be updated every trimester.

7.9 Adjunct Duties

Adjunct duties shall be defined as professional duties outside the unit member's defined day and not inclusive of after school student supervision. All adjunct duties will be student and school based in order to promote RCS's programs and objectives.

7.9.1 A list of adjunct duties at each site shall be determined with input from the staff and unit members shall not be required to perform more than twelve (12) hours per year.

7.9.2 Site Administration shall solicit individual preferences and shall endeavor to assign unit member participation in adjunct duties equally.

7.9.3 Adjunct duties will only be assigned during contracted days.

7.9.4 Unit members who work at more than one site shall be exempt from site-specific adjunct duties unless they volunteer.

- 7.9.5 A list of adjunct duties shall be determined with input from the staff and unit members shall not be required to perform more than twelve (12) hours per year.
- 7.9.6 Adjunct duty positions that require more than twelve (12) hours per year to complete will be voluntary and compensated at a negotiated hourly rate or a stipend.
- 7.9.7 Unit members are asked to keep track of their own participation in adjunct duties for the 2024-2025 school year.

7.10 Duty Free Lunch

Each unit member shall be entitled to a duty-free lunch period of forty (40) minutes.

7.11 Classrooms and Workspace

- 7.11.1 All unit members shall be given a workspace to conduct their primary roles.
- 7.11.2 When modifications in school schedules make classrooms unavailable to teachers, suitable space for preparation and work will be provided.
- 7.11.3 RCS shall endeavor to maintain the same room assignments from year to year. If a teacher must move their classroom, the teacher shall be given two (2) workdays within which to move and assistance provided. If workdays are not available, the teacher shall be compensated for two (2) workdays at their per diem rate.

ARTICLE VIII

ASSIGNMENTS, TRANSFERS, AND VACANCIES

8.1 Definitions

- 8.1.1. An "Assignment" is the current placement of a unit member in a department, content area, or grade level for which they hold an appropriate credential and/or permit.
- 8.1.2. A "Reassignment" is the movement of a unit member from one grade level, department or content area to another grade level, department or content area within the same worksite for which they hold an appropriate credential and/or permit.
- 8.1.3. A "Transfer" is the movement of a unit member from one campus to another.
 - 8.1.3.1 Voluntary Transfer is unit member initiated.
 - 8.1.3.2 Involuntary Transfer is RCS initiated.
- 8.1.4. A "Vacancy" is any unfilled or unoccupied position within the bargaining unit. This includes any vacated, promotional or newly created position whose work is part of the bargaining unit.

8.2 Assignments

- 8.2.1 On or before March 1 of each school year, RCS will distribute to all unit members a notice of intent to return. On or before March 15 of each school year, all bargaining unit members must sign a notice of intent to return in order to be assured an assignment with RCS for the following school year. Failure to do so shall be deemed an automatic declining of continued employment with RCS for the following school year as long as RCS has provided a minimum of two (2) reminders, one of which must be hard copy, of the deadline to the unit member.
- 8.2.2 Unit members shall be notified of their final assignments for the next school year on or before June 1. Assignments shall not be changed except as specified in Sections 8.3 and 8.4 of this Article.

8.3 Voluntary Transfers and Reassignments

- 8.3.1. A unit member may request a transfer or reassignment when a vacancy exists. RCS shall follow the procedures in Section 8.5, Vacancies, of this article when a unit member requests a transfer or reassignment.
- 8.3.2. The unit member shall request a transfer or reassignment by completing an online application.

8.3.2.1. The unit member requesting transfer or reassignment shall submit a letter of interest with their application.

8.3.2.2. In the event that a unit member is requesting transfer or reassignment of more than two (2) grade levels in either direction.

8.3.2.2.1 The unit member may be subject to submitting a lesson plan or an informal observation by the supervisor of the vacancy. This observation shall only be used for the purposes of filling the vacancy. All applicants for the same position shall be subject to the same process, regardless of if they would qualify under 8.3.2.2.

8.3.2.3. The unit member requesting transfer or reassignment may be subject to a panel interview as defined in Section 8.6 of this Article. In the event of a mid-year vacancy, an interview with the direct supervisor of the position may be held instead.

8.3.2.4 The unit member requesting a transfer may be required to submit additional supporting documentation such as updated transcripts and credentials/authorizations/permits.

8.3.3 Voluntary transfers or reassignments may be denied. In the event a voluntary transfer or reassignment is denied, the unit member will be notified as stated in 5.5.3.2. The unit member may make a written request and receive the specific reason for denial, in writing, within fifteen (15) working days based on criteria set in 5.5.3.3.

8.4 Involuntary Transfers and Reassignments

8.4.1 Involuntary transfers or reassignments may only be made when it is in the best interest of the RCS educational program as specified in Section 8.4.2 and/or Section 8.4.3 of this Article.

8.4.2 RCS may make involuntary transfers or reassignments of a unit member or members related to changes in enrollment or programmatic changes as follows:

8.4.2.1 RCS shall determine positions needed by school, department and/or content area.

8.4.2.2 RCS will try to fill the positions needed by first seeking volunteers.

8.4.2.3 RCS shall only involuntarily transfer or reassign a unit member if the positions cannot be filled by volunteers.

8.4.2.4 Unit members subject to involuntary transfer and/or reassignment shall not be involuntarily transferred or reassigned again in that same year.

- 8.4.3 In the event that a unit member be transferred or reassigned for their welfare and/or the welfare of RCS, the following procedures shall be followed:
- 8.4.3.1 The unit member and RCSTA shall be notified in writing of the intent to transfer or reassign.
 - 8.4.3.2 If requested, the intent to transfer or reassign must be discussed with the unit member at a mutually agreed upon time no less than five (5) or more than ten (10) school days after receipt of written notification. A representative of RCSTA shall, upon request, be present at this conference.
 - 8.4.3.3 The conference shall include a discussion of the specific reasons for the transfer or reassignment which upon request shall also be furnished in writing.
 - 8.4.3.4 The unit member transferred or reassigned shall have the right to apply for any subsequent vacancy for which they are qualified. Where the conditions which precipitated the involuntary transfer or reassignment still exist, RCS retains the right to deny such voluntary transfer or reassignment as stated in 8.3.3 of this article.
 - 8.4.3.5 Unit members subject to involuntary transfer and/or reassignment shall not be involuntarily transferred or reassigned again in that same school year.
- 8.4.4 Involuntary transfers and reassignments shall not be made for arbitrary or capricious reasons.

8.5 Vacancies

- 8.5.1 RCS shall advertise vacant positions for the following school year internally and shall provide all staff via email a list of vacancies within five (5) workdays following when the vacancy becomes available.
- 8.5.1.1 Unit members that apply after the first five (5) days of internal posting will be considered along with outside candidates.
- 8.5.2 The list shall contain:
- 8.5.2.1 An internal closing date, which is at least five (5) workdays following the posting date
 - 8.5.2.2 A job description
 - 8.5.2.3 Temporary or regular (non-temporary/non-substitute) nature of the vacancy
 - 8.5.2.4 Credentials and minimum qualifications necessary to meet the requirements of the position.

- 8.5.3 RCS will interview all qualified unit members who have applied for vacant positions and consider the criteria as set out in 8.5.6.
- 8.5.4 Once a determination has been made, RCS will notify the unit members/internal candidates in writing if they have or have not been selected for the position.
- 8.5.5 The following shall be used as a basis for filling vacancies in priority order:
 - 8.5.5.1 Credential(s) and/or permit(s) held
 - 8.5.5.2 Experience within the classification and/ or program
 - 8.5.5.3 Seniority within RCS.
- 8.5.6 For vacancies taking effect the following school year that occur before June 1 of the current school year:
 - 8.5.6.1 During the first five (5) workdays of a posting, all internal candidates will be screened and any unit member who qualifies or will be qualified by the start of the next school year according to the criteria in 8.5.6 will be placed on an interest list and given first rights to an interview when the position becomes available again for the next school year.
 - 8.5.6.2 Any unit member from the interest list who qualifies according to the criteria in 8.5.5 will be considered for the transfer or reassignment.

8.6 Interview Panels

- 8.6.1 If a panel is determined to be the method of interview, all applicants for the position shall be interviewed in the same manner and by the same interview panel.
- 8.6.2 RCS and RCSTA agree that grade level and/or content teaching partners shall be invited to participate in any interview process as appropriate to the position.

ARTICLE IX
COMPENSATION

9.1 Salary Schedule

Effective July 1, 2024, the 202~~43~~-202~~54~~ Salary Schedule for Teachers is attached as **Schedule A**.

The 202~~43~~-202~~54~~ Salary Schedule for Education Psychologists and Speech Language Pathologists is attached as **Schedule B**.

These increases shall close negotiations on Compensation through the school year 2024-2025.

Step placement of each unit member shall be determined by the guidelines defined in this Article. No unit member will be subject to a reduction in compensation as a result of the implementation of this salary schedule.

- Class 1 - Bachelor's Degree + Credential
- Class 2 - Bachelor's Degree + Credential + 15 Units
- Class 3 - Bachelor's Degree + Credential + 30 Units
- Class 4 - Bachelor's Degree + Credential + 45 Units
- Class 5 - Bachelor's Degree + Credential + 60 Units or Master's Degree
- Class 6 - Bachelor's Degree + Credential + 75 Units or Master's Degree +15 Units
- Class 7 - Bachelor's Degree + Credential + 90 Units or Master's Degree +30 Units
- Class 8 - Bachelor's Degree + Credential + 105 Units or Master's Degree +45 Units

Unit members who are hired without a valid California teaching credential shall be placed on Column 0 Step 1. The unit members shall not move to subsequent columns until they complete a credential program and are issued a valid teaching credential approved by the California Commission on Teacher Credentialing.

Unit members on Column 0 shall be reimbursed for up to \$2,000 annually toward coursework (tuition/fees/books, etc.) for a CTC approved credential program consistent with the RCS Pre-Service Sponsorship MOU. Unit members must submit receipts and receive a C or better in order to receive reimbursement.

Unit members whose assignment is less than full time will be paid in direct proportion to the FTE assigned.

9.2 Step (Years of Creditable Experience) Advancements

9.2.1 Step advancements on the salary schedule are effective on the beginning date of the school year immediately following the school year in which the unit member was employed. Unit members shall advance one (1) step (or row) for each year of creditable service until the maximum step has been reached.

9.2.2 Effective July 1, 2023, credit for unit members for prior years' experience for placement on the salary schedule for unit members shall be granted as follows:

9.2.2.1 All certificated experience under contract at a public or private accredited TK- 12 school will be credited on a year for year basis with a maximum of fifteen (15) years credited at RCS.

9.2.2.2 Within one hundred twenty (120) calendar days of ratification, any current RCS employee who was not given full credit for fifteen (15) years of experience shall be given an opportunity to provide acceptable verification of such experience, and will then be credited for any years they were denied previously and be moved up the salary schedule accordingly. After one hundred twenty (120) calendar days, the employee will be credited effective the date the verification was provided.

9.2.3 For purposes of this Section, a year is defined as service for 75% of the instructional day and duty year (August 1-July 31).

9.3 Course Work and Advanced Degrees Creditable for Column Placement and Salary Advancement

9.3.1 Initial Column Placement

Effective July 1, 2023, for salary placement and advancement purposes, degrees and units must be finished academic degrees and/or creditable upper division or graduate units from regularly accredited institutions of higher education. Qualifying course work must be posted on an official transcript as semester, quarter, or trimester units and received by RCS within ninety (90) days from signature of a contract for new hires, otherwise placement shall be adjusted accordingly.

9.3.2 Creditable course work for column placement is creditable if it is a course taken for credit at an accredited institution, within the major or minor or reasonably related to the unit member's assignment or related to a potential future certificated assignment and posted as semester, quarter, or trimester units on an official transcript in the institution's regular upper division or graduate course number series. Lower division, extension, professional development, continuing education, and travel course work may be creditable for column advancement or placement if the course is pre-approved for credit by RCS. Application for course approval by RCS must be made by a unit member on an individual basis. The application must describe the value of the course for enhancing professional competence.

9.3.3 With respect to hard-to-fill positions, as well as in cases where a highly desirable candidate has a documented offer of a more generous salary, RCS shall retain flexibility of up to five (5) steps with respect to initial placement on the salary

schedule in order to remain competitive in this regard.

9.4 Step and Column Advancement

Column advancement on the salary schedule shall conform to the following:

- 9.4.1 Eligible unit members shall advance to a higher column of the salary schedule effective on the first date of contract service in a school year provided that the minimum number of qualifying units or the advanced degree is posted on an official transcript as having been completed by June 30 of the current school year and a copy of said transcript is filed with RCS by June 30. For coursework that is completed before December 31 of the current school year, the unit member will advance to the higher column effective February 1 of the current school year as long as transcripts are filed with RCS by December 31 of the current school year.
- 9.4.2 For purposes of column advancement, the total number of creditable units shall be converted to semester units and rounded to the next larger whole number when the fraction is 1/2 or larger (i.e., 35 1/2 semester units shall be counted as 36 semester units).

9.5 Accredited Institutions of Higher Education

Accredited institution of higher education means an institution of higher education in the United States, fully accredited by a United States regional accrediting Association which awards accreditation to institutions of higher education for training in specified professions.

9.6 Advanced Degrees

Advanced degrees in the field of education or in a field reasonably related to the unit member's current assignment shall be credited for column advancement or placement based on units or degree earned.

9.7 Additional Workdays

Additional workdays beyond the unit member's work year shall be compensated at the bargaining unit member's pro rata rate of pay and only when pre-approved, in writing, by RCS.

9.8 Stipends

- 9.8.1 All additional stipend work opportunities shall be posted at least five (5) workdays prior to a unit member being selected for that position in order for all unit members to have the opportunity to apply. As applicable, required responsibilities for each position shall be listed in writing at the time of posting.

- 9.8.2 RCS will make every effort to distribute stipend positions equitably among qualified unit members.
- 9.8.3 RCS shall attempt to distribute additional work opportunities as equitably as possible. No unit member shall be permitted to hold more than two (2) stipend positions at a time, unless positions cannot be filled.
- 9.8.4 Stipends will be paid twice annually in December and May.
- 9.8.5 The following stipends shall be offered for unit members for additional work assignments. Any additional stipends that RCS wishes to offer unit members shall be negotiated.
1. For overnight field trips, unit members will get paid a stipend of \$150 per night.
 2. Coaches/Advisors (2 max per team): \$750
 - a. Basketball
 - b. Volleyball
 - c. Soccer
 - d. Flag Football
 - e. Running Club
 - f. Student Interest Clubs (staff proposal needed/admin approval required)
 3. Intern/Induction Mentor: \$1,500 per mentee
 4. RCS Induction Coordinator: \$2,000 per year
 5. Leadership: \$1,200 per year
 - a. LCS – not to exceed 12 stipends per year
 - b. DECS – not to exceed 10 stipends per year
 6. Extra Duty Pay (individual hourly rate with staff proposal and admin approval)
 - a. VAPA outside of the school day
 - b. Academic Club or Competition
 - c. Tutoring/Homework Support

ARTICLE X

HEALTH AND WELFARE BENEFITS

- 10.1** Should unit members elect to enroll in medical, dental, and/or vision plans, including employee only or employee and dependents, offered by RCS, RCS shall contribute \$775/month towards costs associated with each unit member's elected medical, dental, and vision plan premiums.
- 10.2** RCS shall provide for each unit member Life insurance at no cost to unit members.
- 10.3** RCS shall make available for each unit member Long-term Disability insurance at the employee's cost.
- 10.4** RCS shall participate in California State Short-term Disability insurance in accordance with the law.
- 10.5** RCS shall continue to make available Voluntary Life and Accidental Death and Dismemberment Insurance.
- 10.6** RCS shall participate in an Employee Assistance Program that is confidential in nature and accessible to all unit members. This program shall offer at least three (3) sessions of individual counseling services at no cost to unit members annually. EAP information shall be made available to all unit members within one-month of their initial hire and on an annual basis.

ARTICLE XI

DISCIPLINE AND DISMISSAL

11.1 Intent

Subject to the limitations specified in Employment Status, no unit member shall be disciplined, dismissed, reduced in rank or compensation without just cause.

As soon as RCS becomes aware of conduct which may give reason to pursue disciplinary action, where deemed necessary by any involved party, an investigation to fully understand the conduct shall ensue under a good faith effort to come to an objective conclusion as soon as possible, but no later than thirty (30) calendar days after the initially documented conduct in question unless the nature of the investigation is such that it requires the use of a third party investigator or where the matter is under investigation by law enforcement. This does not limit the parties from mutually agreeing to a timeline extension. Disciplinary action will then take place as soon as is reasonably possible, but no later than twenty (20) work days following the School's receipt of the investigation findings.

Discipline shall be consistent with the principles of progressive discipline as specified herein.

11.2 Confidentiality

11.2.1 When imposing discipline, RCS shall maintain confidentiality consistent with legal requirements.

11.2.2 When giving reprimands, warnings, or criticism, privacy appropriate to the professional relationship shall be maintained.

11.3 Investigatory and Disciplinary Meetings

11.3.1 When an administrator has a conference with an employee where it is evident at the time the meeting is convened that the employee is the focus of a possible disciplinary action, the employee shall be notified of the purpose of the meeting, before the meeting takes place. It is the employee's right to be accompanied and represented by a union representative of the unit member's choice.

11.3.2 Where a union representative is not available to accompany an employee to an investigatory or disciplinary meeting, RCS shall reschedule the meeting to a time that enables the employee to have a union representative present within three (3) workdays. If the union representative of the employee's choosing is not available, the employee must find an alternate union representative.

11.3.3 At any time a unit member is called to a meeting and realizes that the

purpose of the meeting is such that the outcome could result in discipline, the unit member has the right to terminate the meeting until a union representative can be present.

- 11.3.4 A unit member who refuses to continue meeting without a union representative, after it is determined by the unit member that discipline could result from the meeting, shall not be insubordinate.

11.4 Progressive Discipline

- 11.4.1 Absent serious misconduct, discipline shall be progressive in nature which generally includes the following progression: verbal warning; written reprimand with disciplinary conference; suspension without pay; and dismissal.
- 11.4.2 In determining the appropriate level of disciplinary action, the Superintendent or designee shall consider the nature of the current misconduct, the nature of the unit member's prior misconduct, prior disciplinary action taken against the unit member, and the unit member's response to the disciplinary action.
- 11.4.3 Progressive discipline does not necessitate RCS to use a more severe disciplinary action than the preceding action for a repeated offense.
- 11.4.4 Progressive discipline is intended to correct employee misconduct. As such, all disciplinary action shall include specific recommendations/directives to correct the misconduct.

11.5 Progressive Discipline Steps

- 11.5.1 Verbal Warning. A verbal warning may be reduced in writing to a post-conference summary memorandum. The post summary memorandum must include a defined, objective description of the conduct which gave rise to the verbal warning, as well as a description of the remediative/corrective actions to be taken by the unit member. The employee must receive a copy of the post-conference summary memorandum within five (5) workdays of the verbal warning. Such memoranda shall be included in a unit member's personnel file. Such memoranda shall not be grieved unless they become a basis for a written reprimand or suspension.
- 11.5.2 Written Warning. A written warning may only be issued when the verbal warning fails to bring about the proper conduct. The employee must receive the written warning within five (5) workdays of when the site administrator becomes aware of conduct which was the focal point of a previous verbal warning, unless the matter was investigated in which case the warning must be issued within five (5) work days of the investigation's conclusion. The written warning may be retained by the site administrator

and may be used if the reason(s) for the memorandum continue. Such warning may be included in a unit member's personnel file. A unit member shall have the right to submit a written response and have it attached to any warning that is included in their personnel file. A copy of the memoranda from the verbal warning may also be included in the unit member's personnel file at this time as well. Such warning shall not be grieved unless they become a basis for a written reprimand or suspension.

11.5.3 Written Reprimand with Disciplinary Conference. Unless conduct warrants a written reprimand in the first instance, a written reprimand shall not be used unless the employee has received both a verbal and written warning about similar actions, which were the focal point of the original warnings, within the four (4) preceding years. The post summary memorandum from the verbal warning and the written warning must be attached to the written reprimand and must include the date the verbal warning(s) were given. The purpose of the disciplinary conference shall solely be to discuss the specific conduct of the warnings and develop a support plan for the unit member. Written reprimands shall be placed in the unit member's personnel file.

11.5.4 Suspension Without Pay. Suspensions without pay may be implemented for up to fifteen (15) workdays. The salary effects of that suspension shall not be implemented until the suspension has become final, including the conclusion of an investigation and the conclusion of any action taken by the unit member or RCSTA in accordance with the Grievance and Arbitration article herein. No unit member shall receive more than one (1) suspension without pay penalty for any single action or infraction.

11.5.5 Dismissal. Dismissal shall be carried out in accordance with this Article.

11.6 Administrative Leave With Pay

Administration, at their discretion, may place any unit member on administrative leave with pay for the purpose of investigating charges or complaints against such unit member. Full benefits shall remain in force pending the completion of an investigation. Such leave will not be considered disciplinary in nature.

11.7 Causes for Discipline/Dismissal

The following independently or collectively are causes for discipline:

- Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
- Unprofessional conduct.
- Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-

employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.

- Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
- Fighting or instigating a fight on School premises.
- Violations of the drug and alcohol policy.
- Using or possessing firearms, weapons or explosives of any kind on School premises.
- Gambling on School premises.
- Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
- Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record your clock card.
- Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
- Conducting excessive personal business during working hours.
- Unexcused absenteeism or tardiness.
- Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
- Immoral or indecent conduct.
- Conviction of a criminal act.
- Engaging in sabotage or espionage (industrial or otherwise)
- Violations of the harassment, discrimination, and retaliation policy.
- Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
- Sleeping during work hours.
- Release of confidential information without authorization.

- Any other conduct detrimental to other employees or the School’s interests or its efficient operations.
- Refusal to speak to supervisors or other employees.
- Dishonesty.
- Failure to possess or maintain the credential/certificate required of the position.
- Inability to perform the essential functions of the job with or without reasonable accommodations.

11.8. Suspension or Dismissal Process

11.8.1 Suspension or termination shall be initiated in writing by the Superintendent or designee by providing Notice of Recommended Discipline (“Recommendation”) and serving such Recommendation upon the unit member in person or by certified mail no less than five (5) workdays prior to the proposed discipline being imposed.

11.8.2 The Recommendation shall contain:

11.8.2.1 A statement, in ordinary language, of the factual basis upon which the disciplinary action is based;

11.8.2.2 Any rule or regulation alleged to have been violated;

11.8.2.3 The proposed penalty;

11.8.2.4 A copy of any documentary materials upon which such action is based; and

11.8.2.5 A statement of the unit member’s right to respond verbally and in writing prior to the proposed discipline being imposed.

11.8.3 Following this period, the unit member shall be provided a written Notice of Discipline in person or by certified mail, prior to discipline being imposed, setting forth the decision of the Superintendent or designee.

11.9. Access and Response to Critical Material in Personnel Files

11.9.1 There shall be a single official personnel file for each unit member.

11.9.2 Unit members shall have the right to inspect and obtain a copy of personnel file materials, upon request and without retaliation as permitted by law. Upon authorization by the unit member, an RCSTA representative may review the unit member’s file or accompany the unit member in their review of the file.

- 11.9.3 All disciplinary material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.
- 11.9.4 Information of a derogatory or disciplinary nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter and have attached to any such derogatory or disciplinary statement, their own comments. Such review may take place during normal business hours while a unit member is not responsible for direct supervision of students, and the unit member shall be released from duty for this purpose without salary reduction.
- 11.9.5 Employees will be given copies of any conference memos, written warnings, written reprimands, and any material placed in their personnel file.

11.10 Derogatory Documents.

All disciplinary documents will be removed from the unit member's personnel file after the passage of four (4) years without a recurrence of the same or similar conduct.

11.11 Nonrenewal or Revocation of Charter

Should the RCS charter petition be non-renewed or revoked, the employment of all unit members shall be terminated effective the last day of school or upon effect of the non-renewal or revocation. This section shall not be subject to the grievance procedure.

11.12 Reference to or Reliance upon the Education Code

The parties expressly agree that the Education Code provisions for certificated discipline do not apply to this Agreement.

ARTICLE XII

LEAVES OF ABSENCE

12.1 Definitions

Immediate family shall mean:

- 12.1.1 a spouse or registered domestic partner;
- 12.1.2 the biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee or the employee's spouse or registered domestic partner stands in loco parentis, regardless of age or dependency status;
- 12.1.3 an employee's or an employee's spouse/registered domestic partner's biological, adoptive, or foster parent, stepparent, or legal guardian or a person who stood in loco parentis when the employee or the employee's spouse/registered domestic partner was a minor child;
- 12.1.4 a grandparent;
- 12.1.5 a grandchild;
- 12.1.6 a sibling;
- 12.1.7 the employee's spouse's/registered domestic partner's children, parents, grandparents, grandchildren, or siblings;
- 12.1.8 any relative living in the immediate household of the employee;
- 12.1.9 a designated person (i.e., a person identified by the employee at the time the employee requests sick leave) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees are limited to one (1) designated person per twelve (12) month period; and
- 12.1.10 a non-registered domestic partner designated by the unit member. A non-registered domestic partnership has the following criteria:
 - 12.1.10.1 The partners have a committed relationship which has existed for at least one year; and
 - 12.1.10.2 both partners reside at the same address; and
 - 12.1.10.3 the unit member certifies to RCS that this information is true and correct at the time that the unit member requests leave.

12.2 Sick Leave

- 12.2.1 Unless required otherwise by local ordinance, the following applies regarding unit member sick leave.
- 12.2.2 All full-time unit members will be provided with ten (10) paid sick leave days per school year.
- 12.2.3 Sick days shall be provided at the beginning of the school year, and pro-rated for employees who are hired mid-year.
- 12.2.4 Part-time unit members shall be provided paid sick leave prorated based on their FTE status.
- 12.2.5 Unit members may utilize sick leave in one (1) hour increments.
- 12.2.6 Sick leave may be used by the unit member for illness, injury, or quarantine of the unit member or the unit member's immediate family, or to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.
- 12.2.7 Pre-scheduled use of sick leave shall be requested at least three (3) workdays in advance via phone or email when possible.
 - 12.2.7.1 In cases when advance notice is impracticable, unit members are expected to notify their direct supervisor via phone or email or post their absence to the online sub system once such a system becomes available, prior to the start of each workday to report an absence due to illness or injury.
- 12.2.8 Unused sick leave carries over from year to year. In addition, unit members shall be entitled to all unused sick leave which may have been accumulated while employed in a position requiring certification qualifications with another public school district or charter.
- 12.2.9 Any sick leave accumulated but unused, if applicable, shall be transferred to a public school employer upon separation from employment.
- 12.2.10 Upon retirement, the unit member's accrued sick leave, if any, may be applied toward service credit in accordance with the State Teachers' Retirement System ("STRS") regulations.
- 12.2.11 Unit members shall not be compensated by RCS for unused sick leave upon separation from employment.
- 12.2.12 For absences of more than five (5) consecutive workdays, RCS may require a physician's verification and/or a physician's statement testifying the unit member's fitness to return to duty.

12.3 Personal Necessity Leave (PNL)

- 12.3.1 Full-time unit members may use up to forty-eight (48) hours of accrued sick leave in cases of personal necessity per year. Part-time unit members may use up to half of their annual accrued sick leave in cases of personal necessity.
- 12.3.2 Unit members must request PNL at least three (3) days in advance unless an emergency/unforeseen situation occurs. Approval shall be at the discretion of RCS. The unit member shall not be required to provide certification or explain the reason for the leave.
- 12.3.3 PNL may be used in one (1) hour increments.
- 12.3.4 PNL is not vacation, does not carry over from year to year, and is not paid out upon separation from employment. Any unused PNL shall be accounted as sick leave at the end of the year.

12.4 Unpaid Leave of Absence

- 12.4.1 At the discretion of RCS, unit members may be granted an unpaid leave of absence of up to one (1) year. The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.
- 12.4.2 The leave may be extended at the discretion of RCS.
- 12.4.3 If the unit member is covered for medical and dental coverage benefits, such benefits will remain in force during an unpaid leave only provided the unit member assumes RCS's total cost of the premiums.
- 12.4.4 Requests for an unpaid leave of absence or any extension of a leave shall be submitted in writing to RCS thirty (30) days in advance or as soon as practicable prior to commencement of the leave period. RCS will make the final decision concerning the request.
- 12.4.5 All unit members on approved leave are expected to report any change of status in their need for leave or their intention to return to work to the Superintendent as soon as a unit member becomes aware of the need.
- 12.4.6 Upon return, RCS shall endeavor to return the unit member to the same position or a comparable position, unless they would not otherwise have been employed in the same position at the time reinstatement is requested.
- 12.4.7 If a unit member fails to return to work after an approved leave of absence, including any extension of the leave time, the unit member will be considered to have voluntarily terminated employment with RCS.

12.5 Pregnancy Disability, Family Medical and California Family Rights Act Leaves

- 12.5.1 RCS shall provide Pregnancy Disability Leave, Family and Medical Leave Act and California Family Rights Act leave (including child bonding leave) to unit members consistent with applicable law.
- 12.5.2 During that period of time during which a unit member is physically disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth and/or recovery there from, such full-time unit member shall be granted up to ten (10) work days of fully Paid Pregnancy Disability leave, prorated for less than full-time unit members, consistent with the following.
- 12.5.3 To be eligible for this Paid Pregnancy Disability Leave, the unit member is required to submit signed medical documentation from a licensed physician to Human Resources specifying that the unit member has a pregnancy-related disability and the estimated amount of time off the unit member requires as a result of the pregnancy related disability.
- 12.5.4 After exhausting sick leave, unit members will receive a supplement to their State Disability Insurance, or Paid Family Leave benefits, whichever is relevant to the employee's particular situation, that will bring their pay to 100% of their normal pay prior to leave for pregnancy disability or baby-bonding. The maximum period of the supplement will be provided is six (6) weeks and will begin after the State required seven (7) day waiting period, as applicable. It is the employee's responsibility to apply for wage supplements under the State programs available and to coordinate with RCS Human Resources.
- 12.5.5 A unit member who is a natural, adopting, or foster parent may be granted an unpaid leave for child rearing which shall not exceed one (1) calendar year. Requests for such leave shall be made to the Human Resources Department at least eight (8) weeks prior to the anticipated date on which the leave is to commence.
- 12.5.6 Family and Medical Leave: An eligible employee is entitled to a total of 12 workweeks of leave during any 12-month period. Entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.
- 12.5.7 Any such leave shall not constitute a break in service when the unit member returns from leave.
- 12.5.8 Upon return, a unit member is entitled to the same position unless they would not otherwise have been employed in the same position at the time reinstatement is requested. If the unit member is not reinstated to the same position, they must be reinstated to a comparable position.

12.6 Industrial Illness/Workers' Compensation

12.6.1 RCS shall provide industrial accident and illness leave consistent with applicable law and under the provisions of the existing insurance carrier.

12.6.2 A unit member claiming an industrial accident or illness leave may be subject to examination by a physician designated by the School's insurance carrier to assist in determining the qualification and the length of time during which the unit member will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury or illness involved.

12.7 Bereavement Leave

Unit members are entitled to three (3) days of paid bereavement leave in the event of a death in their immediate family, unless travel of more than 200 miles is required; in such case the length of leave shall be for five (5) days. Such days need not be taken in consecutive order.

12.8 Reproductive Loss Leave

All employees who have worked for RCS for at least thirty (30) days shall be eligible to take up to five (5) days of leave upon the employee experiencing a reproductive loss event. A reproductive loss event includes any failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Reproductive loss leave must be used within three (3) months of a reproductive loss event. Employees may take up to twenty (20) days of leave due to qualifying reproductive loss events within a twelve (12) month period. Reproductive loss leave shall be unpaid unless the employee elects to use available accrued/unused paid leave. Reproductive loss leave shall not be used in computing overtime pay.

12.9 Jury Duty and Witness Leave

12.9.1 Unit members, while serving jury duty, or testifying as a witness on behalf of RCS, shall receive full pay during such duty provided the unit member performs any assigned and necessary job duties during their leave, which shall not include any direct instructional responsibilities or required meetings (e.g. preparing substitute lesson plans, responding to parent messages, etc.).

12.9.2 Unit members must submit to RCS a copy of the summons within two (2) days following receipt. In addition, the unit member must also submit proof of service with the period of jury duty or witness duty when completed.

12.10 Voting Time Off

12.10.1 In the instance where a unit member does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the unit member may take off enough working time to vote.

12.10.2 Such voting time off shall be taken at the beginning or the end of the regular working shift.

12.10.3 A unit member will be allowed a maximum of two (2) hours of time off during an election day without a loss of pay.

12.11 Military and Military Spousal Leave of Absence

RCS shall comply with all applicable military service leave laws, including the Uniformed Services Employment and Reemployment Rights Act (USERRA).

12.12 Other Statutory Leaves of Absence

RCS shall comply with applicable law with respect to any statutory leaves of absence not mentioned herein.

12.13 Catastrophic Leave

Catastrophic injury or illness is defined as a life-threatening injury or illness of a unit member, or immediate family member, which incapacitates the unit member as verified by a licensed physician and forces the unit member to exhaust all leave time earned by that unit member, resulting in the loss of compensation for the unit member. Conditions that are short-term in nature, including, but not limited to, common illnesses such as influenza and the measles, and common injuries, are not catastrophic. Acute chronic illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work and which are long-term in nature and require long recuperation periods may be considered catastrophic. However, common conditions such as back pain, a broken limb, or influenza shall not be considered catastrophic. RCS shall create a catastrophic leave program as follows:

12.13.1 All unit members on active duty with RCS are eligible to contribute to the Catastrophic Leave Bank (“Bank”). Participation is voluntary but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.

12.13.2 Unit members may donate one (1) sick leave day per fiscal year. Initial contributions shall be made between July 1 and October 1 of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. RCS shall supply enrollment forms for the Bank to all new unit members and those unit members returning from leave.

12.13.3 Unit members who elect not to join the Bank upon first becoming eligible must wait for the next designated open enrollment period of the Bank. This period occurs from July 1 to October 1 of each year.

- 12.13.4 Unit members may choose to donate additional sick leave days to the Bank; however, each unit member must retain at least eight (8) sick leave days for their own account.
- 12.13.5 A unit member must first exhaust all accrued sick leave before becoming eligible for credits under this program.
- 12.13.6 The Bank shall be administered by a joint committee comprised of two (2) members appointed by RCSTA and two (2) admin designees appointed by RCS. This committee shall determine whether or not to grant a request for “Catastrophic Leave” based on verification by a medical doctor as to the nature of the illness or injury and anticipated length of absence. All information provided by the unit member requesting leave shall be held in strict confidence by the committee and shall be isolated from other employment records as required by applicable law.
- 12.13.7 Catastrophic leave requests must be submitted in writing to the Catastrophic Leave Bank Committee.
- 12.13.8 Withdrawals from the Bank shall be granted in units of no more than thirty (30) duty days. Unit members may submit requests for extensions of withdrawals as prior grants expire, but a unit member’s withdrawal from the Bank may not exceed sixty (60) days per fiscal year.

ARTICLE XIII

EVALUATION AND DEVELOPMENT PROCEDURES

13.1 Purpose

The primary purpose of evaluation is to develop, support, and retain unit members and thereby improve the quality of education for all students at River Charter Schools.

13.2. Evaluation System

RCSTA and RCS recognize the evaluation process as a framework for on-going opportunities for professional growth and development to improve both teaching and learning. The evaluation process shall endeavor to provide for instructional and professional growth at every point in the educator' s career, give increased help and supervision to educators with growth areas, and ensure ample opportunities for professional growth and development. Further, the process will provide relevant and constructive feedback, including opportunities for peer involvement for advisory and support purposes, and integration with professional development and the necessary resources for unit members to improve their practice and enhance student learning.

13.3 Evaluator:

13.3.1 The unit member' s Principal or designated administrator shall be responsible for evaluating the unit member. The designated evaluator shall be qualified to conduct an evaluation.

13.3.2. A unit member may not evaluate another unit member.

13.3.3 A unit member's coach shall not serve as their evaluator.

13.4 Support for Growth Areas

If growth areas are noted in an evaluation, the evaluator may develop a plan with the unit member to assist the unit member in developing the areas identified. The evaluator will:

13.4.1. Provide a written document that includes an explanation of the growth area and suggested corrections. Where possible, improvement goals shall be collaboratively created along with clearly indicated expectations and evidence of achievement.

13.4.1.1 In the event that the unit member receives an overall evaluation that does not meet expectations and where consensus cannot be reached in that growth area, the evaluator may designate up to two (2) goals for improvement in that growth area.

13.4.1.2 In the event that the unit member receives an overall evaluation that meets expectations and where consensus cannot be reached in that

growth area, the evaluator and the unit member may each select one goal for improvement in that growth area.

13.4.2. Provide resources to assist with improvement which may include but is not limited to the following: support and coaching, professional development, observation of demonstration lessons and peer classrooms, administrator determined and accompanied visitations to other classes, or other techniques to support improvement.

13.4.3 Provide a clear timeline for making improvement.

13.4.4. Meet no less than once per month with the unit member to provide feedback and review progress towards the goals identified on the timeline and make adjustments as needed.

13.5 Professional Evidence

13.5.1. In order to supplement the evaluation, the evaluator may request evidence from the unit member that demonstrates effective work in the classroom, the school, and the community. For example, the evidence might include a sample of the curriculum unit, a video of a successful lesson, a survey created to assess parents' reactions to home-school communications, or work generated as part of a team. Evidence could also include: observation reports of formal and informal observations by the evaluator, sample lesson plans, self-evaluation based on Performance Standards, and evidence of contributing to school academic growth.

13.6 Task force:

13.6.1 RCSTA and RCS shall form a task force to meet and design the evaluation system including but not limited to tools, evaluation criteria, and process.

13.6.2 The Task Force shall be composed of up to four (4) RCSTA members (chosen by the RCSTA Officers), and no more than four (4) RCS representatives (chosen by RCS). RCSTA and RCS task force members will be chosen no later than **July 1st, 2023**.

13.6.3 The task force shall solicit feedback from all stakeholders before beginning their work.

13.6.4 The task force shall meet on a regular basis, but at least monthly, and shall conclude its work by no later than **June 30, 2025**.

13.6.5 At the conclusion of the work of the task force, the parties shall convene reopen negotiations for potential modification of this article.

ARTICLE XIV

SAFETY

14.1 Laws and Regulations

RCS shall comply with all applicable health and safety laws and regulations.

14.2 Safe and Clean Facilities

RCS shall provide facilities that are clean, safe, and maintained in good repair and otherwise maintain a safe place of employment. Pursuant to relevant laws, rules and regulations referenced herein, employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health and safety.

14.2.1 Each school site shall have access to potable water. Water in all faucets should be tested according to applicable law to ensure safety.

14.2.2 Each site shall be provided with the following for staff use:

14.2.2.1 A lunchroom/faculty lounge which is adequately furnished

14.2.2.2 Adequate lavatory facilities for staff use only

14.2.3 The unit member will receive coverage to use the bathroom when needed if a unit member will be required to work more than two (2) consecutive hours without receiving a break.

14.2.4 If the water and/or electricity is out for more than two (2) hours, students and unit members shall be dismissed.

14.2.5 No unit member shall be required to work in a regular classroom that is colder than 59°F or warmer than 82°F.

14.3 Written Report on Unsafe Conditions

Unit members shall be required to immediately report to the Principal or designee, in writing, any condition that may have a detrimental effect on the health, safety, or well-being of students, employees or other persons. This would include any unsafe, hazardous, unhealthy, or potentially dangerous working condition. Procedures for reporting and follow-up shall be determined by RCS, reviewed at least annually, and distributed to unit members each year.

14.4 Vehicle Use

When unit members are required to use their personal automobile during work time, and in the case of an accident, the driver's insurance shall be primary, and RCS's will be secondary. No unit member shall be required to transport students in their personal vehicle.

14.5 Immediate Report of Assault

Unit members shall immediately report cases of assault or attacks suffered in connection with their employment to the Principal or immediate supervisor and to the appropriate law enforcement, pursuant to Ed Code §44014. RCS shall release the employee from duty without loss of pay or benefits, when they are required to make a statement to the police or appear in court in connection to the incident. There shall be no reprisals to the unit member for making reports to law enforcement, pursuant to Ed Code §44014(c).

14.6 Infectious or Contagious Disease

Unit members shall report any suspected infections or contagious disease that the unit member believes endangers safety. Students suspected of having a contagious disease shall be sent to the school office. The unit member(s) shall be notified regarding the nature of the suspected disease and the steps taken by RCS deemed necessary, to protect the safety of the unit member(s) and students.

14.7 Dangerous Student Action

Unit members who deem their safety, or the safety of other students, to be endangered by a student's actions should refer such student to the principal.

14.7.1 When RCS has knowledge about any student with a violent or aggressive behavior record, such knowledge shall be provided to each unit member to whom the student is assigned.

14.7.2 If a student already has a behavior plan, 504 or IEP, the response to any teacher reported violent behavior will be in accordance with that student's plan.

14.7.3 For all other students without a behavior plan, 504, or IEP, if engaging in any extreme and/or repeated episodes of teacher reported physical or verbal violent behavior, the administrator will set up a behavior plan meeting within seven (7) days of the extreme behavior incident or of the most recent episode if behavior has been a repetitive occurrence. The plan discussed in that meeting will reflect input from the teacher(s) and other members of the site-based intervention team.

14.7.3.1 Prior to returning the student to that unit member's class, RCS shall communicate with the unit member the additional classroom supports to be provided (e.g., designating a School resource contact who is available to respond if the unit member calls) until a behavior plan has been developed and communicated to the affected teacher.

14.7.4 If RCS has deployed all available staff members to provide increased support and classroom data continues to show that attempts to remediate student safety concerns have failed, RCS will make every effort to provide additional classroom staff support (e.g. paraeducators or classroom aides) commensurate with the frequency and duration of the student's behaviors.

14.7.5 In no event shall an administrator return a student to class without responding to the concerns of the unit member first.

14.8 Reasonable Physical Control

In accordance with applicable law, a unit member may use reasonable physical control as is necessary to protect oneself from attack, to quell a disturbance threatening physical injury to others, or to maintain the safety of an aggressor student or surrounding individuals.

14.8.1 RCS will be responsible for providing training to designated unit members who are determined by administration in de-escalation and/or hands-on techniques, in order to maintain established expectations for staff in situations where physical control and/or protection becomes necessary

14.8.2 RCS will be responsible for the progress monitoring of the designated staff's ability to perform de-escalation and/or hands-on tactics with fidelity to the aforementioned training (e.g., providing regular refresher courses or designated on-site practice time for staff to maintain readiness for the aforementioned situations).

14.9 Disruptive Person on Campus

In responding to disruptive persons/parents on campus, through digital platforms, or other means, unit members may request RCS to take appropriate action to eliminate such disruption. Such action to be taken shall be in the discretion of RCS but may include removal measures or possibly injunctive (restraining order) relief.

14.10 Emergency Closure

In the event of an emergency closure of RCS facilities, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits provided assigned job duties continue to be performed. If make-up days are required by law, RCS shall negotiate said days with RCSTA.

14.11 Emergency Supplies

RCS shall provide each classroom and major work area with first aid kits containing rubber gloves, mouth-to-mouth breathers, a flashlight, and other basic first aid supplies. RCS shall also provide at each school site equipment and supplies recommended in the Emergency First Aid Guidelines for California Schools from the Emergency Medical Services

Authority of the California Health and Human Services Agency. Emergency supplies will be collected and refreshed before the beginning of each school year.

14.12 Communication Equipment

Each unit member shall be provided with a radio or alternative telecommunications device that shall enable the unit member to contact the main office and/or school security personnel. RCS shall ensure that all devices function properly and shall provide sufficient training for all staff on the use of the provided devices.

14.13 Working After Hours

No unit member shall be required to be on school grounds after the end of the regular workday except as allowed in this Agreement and only in circumstances where an administrator or designee is also present on school grounds. Unit members may choose to remain on/access school grounds outside of the regular workday at their discretion.

14.14 Student Health Notification

Regularly, at least at the beginning of each semester, RCS shall provide each unit member with confidential medical information regarding any student on their roster which would require a unit member to take action to ensure student safety, and provide applicable training. Such information and training will help to prepare unit members to react if a student should experience a medical emergency in their classroom or in the school at large. The preceding will be carried out in line with FERPA and any other relevant laws meant to protect student privacy.

14.15 Lactation Facilities/Accommodations

RCS shall provide a dedicated space for unit members to express breast milk. This space shall not be a bathroom, must be shielded from view and free from intrusion by coworkers or the public, shall have a lock, shall not be accessible to students, shall be clean, and shall have running water, a refrigerator, and electricity.

ARTICLE XV

GRIEVANCE AND ARBITRATION

15.1 Definitions & General Conditions

- 15.1.1 A grievance is a claim by one or more unit members, or RCSTA, that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
- 15.1.2 The “grievant” is the unit member, unit members, or RCSTA making a claim.
- 15.1.3 A “day” is a day in which unit members are scheduled to work as set forth in the school calendar as set forth in this Agreement.
- 15.1.4 Timelines shall begin the day following the alleged violation, receipt of the grievance appeal, or written decision.
- 15.1.5 Timelines specified at each level shall be considered the maximum; however, may be extended in writing by mutual agreement between the grievant and RCS.
- 15.1.6 Failure by RCS to follow the timelines or requirements in any step of this Article shall permit the grievant to immediately begin the next step in this procedure.
- 15.1.7 Failure by a grievant to follow the timelines or requirements in any step of this Article shall render the grievance withdrawn and shall be construed as a waiver of the party’s rights under this procedure.
- 15.1.8 If the grievance was not created by a decision of the direct supervisor, the grievant shall hold the informal and Level 1 meetings with the responsible administrator.
- 15.1.9 Release time shall be provided to the grievant, witnesses, and RCSTA representatives consistent with applicable law.
- 15.1.10 Where a grievant is not assisted by RCSTA, RCS shall promptly furnish to RCSTA a copy of all grievance correspondence and documents. Notwithstanding anything in this Article, the decision to advance a case to Mediation or Arbitration rests solely with RCSTA.
- 15.1.11 It is understood and agreed that nothing herein shall prevent RCS and RCSTA from agreeing in writing to waive one or more steps of the grievance procedure or from agreeing to submit a grievance directly to arbitration.
- 15.1.12 The grievance papers shall not be filed in the employee’s personnel file. They shall be kept in a separate confidential file accessible only to Human Resources personnel and the Superintendent.

15.2 Right to Representation

15.2.1 A grievant may be represented at all stages of the grievance by a union representative.

15.2.2 In the event that a number of unit members have the same grievance, RCSTA may file a single grievance on behalf of all the complainants involved. RCS will notify RCSTA in writing who they consider to be the immediate supervisor for the grievant.

15.3 No Reprisals

15.3.1 No reprisals of any kind shall be taken by RCS or by any member or representative of the administration against any grievant, any party of interest, any bargaining unit member, RCSTA, or any other participant in the grievance procedures by reason of such participation.

15.4 Informal Procedure

15.4.1 Within twenty (20) days after the alleged violation and before filing a formal written grievance, the grievant shall attempt to resolve their claim by an informal conference with their direct supervisor. The grievant shall inform the direct supervisor that the conference is for the purpose of seeking to resolve the grievance at the informal level.

15.4.2 If the grievance does not relate to the direct supervisor and the remedy requested is not within the authority of the direct supervisor, the grievant may initiate the informal conference with the Superintendent or designee who has this responsibility and authority.

15.4.3 The RCS representative handling the informal conference shall provide a written response no later than five (5) days after the conference.

15.5 Level 1: Direct Supervisor

15.5.1 If the matter is not resolved to the satisfaction of the grievant, the grievant may submit the claim as a formal grievance to the direct supervisor no later than fifteen (15) days after receipt of the written response using the grievance form set forth in this Agreement.

15.5.2 Within five (5) days from the date of the formal grievance, the direct supervisor shall meet with the grievant and a union representative in an effort to resolve the matter.

15.5.3 No later than five (5) days after the Level 1 conference, the direct supervisor shall render a decision in writing to the grievant and RCSTA, together with supporting reasons.

15.6 Level 2: Superintendent

- 15.6.1 Within five (5) days of receipt of the decision at Level 1, or if no decision is rendered within the required time, if the grievant is not satisfied with the decision, or if the grievance skipped Level 1 pursuant to 15.1.8, the grievance may be appealed in writing to the Superintendent.
- 15.6.2 Within ten (10) days of receiving the appeal, the Superintendent shall meet with the aggrieved and a union representative in an effort to resolve the grievance.
- 15.6.3 No later than five (5) days after the meeting, the Superintendent shall respond with a decision in writing to the grievant and RCSTA, together with supporting reasons.

15.7 Level 3: Mediation

- 15.7.1 If RCSTA is not satisfied with the decision rendered at Level 2, or if no decision is rendered within the required time, the grievance shall be referred to mediation.
- 15.7.2 RCSTA and RCS shall request a mediator from the California State Mediation and Conciliation Service (SMCS) to be assigned to assist the parties in the resolution of the grievance.
- 15.7.3 The mediator shall meet with the grievant, RCSTA, and RCS as soon as possible to resolve the grievance, but no later than fifteen (15) days from the mediator's soonest availability.
- 15.7.4 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, RCSTA, and RCS. This agreement shall constitute a settlement of the grievance.
- 15.7.5 All costs of mediation, including but not limited to travel and subsistence expenses, shall be borne by the party incurring them.
- 15.7.6 If the grievant, RCSTA, and RCS have not resolved the grievance with the assistance of the mediator, RCSTA may terminate mediation and proceed to Level 4.

15.8 Level 4: Arbitration

- 15.8.1 Within thirty (30) days of the conclusion of mediation at Level 3, RCSTA may submit the grievance to final and binding arbitration upon written notice to the superintendent. The appeal shall include a copy of the original grievance, the decision rendered at Level 2, and a clear concise statement of the reasons for the appeal.
- 15.8.2 The arbitrator shall be selected from a list, provided by the California State Mediation and Conciliation Service (SMCS), of persons experienced in hearing

grievances in TK- 12 schools. If the grievant and RCS cannot agree on an arbitrator from the list, each party shall alternately strike names until only one (1) name remains, with the party striking first to be determined by a coin toss.

- 15.8.3 If the arbitrator selected cannot be available for hearing within sixty (60) days, the parties shall contact the next remaining arbitrator in reverse order of striking, until one is selected who is able to serve within sixty (60) days.
- 15.8.4 Either party may request from the other the production, review and right to copy non-confidential documents relevant to the grievance. In addition, the parties shall, at least five (5) days prior to the first hearing date, exchange lists of their intended witnesses.
- 15.8.5 The conduct of the hearing shall be at the discretion of the arbitrator who shall be governed by commonly accepted rules of procedure for holding arbitration hearings.
- 15.8.6 The arbitrator's award shall be final and binding upon the grievant, RCSTA, and RCS. The California law on final and binding arbitration awards shall be applicable to such a decision.
- 15.8.7 The arbitrator shall not have jurisdiction to make any monetary award in excess of one (1) year of the unit member's salary.
- 15.8.8 All costs for the services of the arbitration, including but not limited to, per diem expenses, court reporter expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by the parties. All other costs shall be borne by the party incurring them. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcript.

ARTICLE XVI

PUBLIC COMPLAINTS PROCEDURES

16.1 Definitions

A complaint shall be defined as an alleged violation on the part of a unit member, of RCS's policies, regulations, rules or procedures, RCS will encourage individuals making complaints to do so in writing, but some complaints require investigation whether or not set forth in writing.

16.2 Procedure

16.2.1 No negative and/or unsatisfactory evaluation or disciplinary action shall be predicated upon a complaint unless the following procedures have been followed:

16.2.1.1 Except in compelling circumstances, the unit member shall be provided a written explanation of the complaint and all accompanying material, submitted with the complaint and which RCS is able to share, within ten (10) workdays of receipt of the complaint by RCS.

16.2.1.2 Where it is necessary for RCS to investigate the complaint, every reasonable effort shall be made to complete the investigation within thirty (30) work days though additional time may be needed where the investigation was delayed due to the involvement of law enforcement or where the matter has been referred to a licensed investigator.

16.2.1.3 In the event that these notifications are precluded by applicable law with respect to the investigation of complaints regarding possible criminal conduct, child abuse or sexual harassment, the unit member shall be provided a copy of the complaint only at the appropriate point in the investigation process.

16.2.1.4 The unit member is entitled to representation during any meetings regarding the complaint.

16.2.1.5 The unit member shall have an opportunity to respond during the administrator's investigation into the merits of the complaint.

16.2.1.6 No unit member shall be disciplined, dismissed, reduced in rank or compensation on the basis of an unsubstantiated anonymous complaint.

16.2.1.7 If the complaint results in discipline it shall be consistent with the principles of progressive discipline as specified in this agreement. If

discipline is not to result, the personnel file shall contain no reference to the matter. If the document is either retained and/or placed in the employee's personnel file, the employee shall be given a reasonable opportunity to attach a reply.

16.2.2 The complaint shall not be used in an unsatisfactory evaluation unless it is reasonably determined that the allegations have been corroborated or substantiated and discipline has resulted.

16.2.3 This Article does not apply to matters that are being investigated or have been referred to investigation by law enforcement, unless and until law enforcement refers the matter to RCS for administrative handling.

ARTICLE XVII

ASSIGNABILITY

This Agreement may be enforceable between RCS and any successor employer according to applicable law. If RCS is legally able to and decides to change corporate status, dissolve, or merge and in such event, if RCS would no longer be the public school employer under EERA, then RCS shall consult with RCSTA and will review any suggested proposals concerning the intended action, prior to any action being taken.

ARTICLE XVIII

SAVINGS

- 18.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction or change in legislation, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 18.2 It is further agreed that within forty (40) work days of receipt of notification of the court's decision or change in legislation, negotiations shall commence regarding matters related to the provision held to be contrary to law.

ARTICLE XIX
AGREEMENT

This Agreement is between River Charter Schools ("RCS") and River Charter School Teachers Association ("RCSTA" or the "Association").

This Agreement is entered into and shall be enforced pursuant to the Educational Employment Relations Act ("EERA") of the California Government Code (Sections 3540 et seq.) as adopted and amended.

4865-8082-4273, v. 1