

**AGREEMENT**

**BETWEEN THE**

**ROSEMEAD TEACHERS ASSOCIATION  
/CTA/NEA**

**AND THE**

**ROSEMEAD SCHOOL DISTRICT**

**JULY 1, 2022 – JUNE 30, 2025**

## Table of Contents

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

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

11.10.13	Exhaustion of Paid Leaves .....	32
11.10.14	Entitlement to Other Sick Leave .....	32
<b>11.11</b>	<b>Sabbatical Leave .....</b>	<b>32</b>
11.11.1	Definition .....	32
11.11.2	Availability of Sabbatical Leave .....	33
11.11.3	Procedure .....	33
<b>11.12</b>	<b>Jury Duty Leave .....</b>	<b>35</b>
<b>11.13</b>	<b>Grand Jury Leave .....</b>	<b>35</b>
11.13.1	Request of Unpaid Leave of Absence .....	35
11.13.2	Selection to Serve on Grand Jury .....	35
<b>11.14</b>	<b>Military Service Leave .....</b>	<b>35</b>
11.14.1	Unpaid Leave of Absence .....	35
11.14.2	Entitlement to Return to Position Originally Held .....	35
<b>11.15</b>	<b>Leaves for Teaching in a Foreign Country .....</b>	<b>36</b>
<b>11.16</b>	<b>Educational Leave .....</b>	<b>36</b>
<b>11.17</b>	<b>Other Leaves .....</b>	<b>36</b>
11.17.1	Reasons for Leaves of Absence .....	36
<b>11.18</b>	<b>Position Reinstatement .....</b>	<b>36</b>
<b>11.19</b>	<b>Fringe Benefits .....</b>	<b>36</b>
<b>ARTICLE XII – WORKDAY/WORK YEAR .....</b>		<b>37</b>
<b>12.1</b>	<b>Contract Work Year .....</b>	<b>37</b>
12.1.1	Professional Academic School Calendar .....	37
12.1.2	Definition Pre-Service Day .....	37
12.1.3	Minimum Days for Elementary School .....	37
12.1.4	Minimum Days for Middle School .....	37
12.1.5	Late Start Days .....	38
<b>12.2</b>	<b>School Related Activities .....</b>	<b>38</b>
<b>12.3</b>	<b>Supervision Duties .....</b>	<b>38</b>
<b>12.4</b>	<b>Professional Development Days .....</b>	<b>38</b>
<b>12.5</b>	<b>Planning Time – Elementary Schools .....</b>	<b>40</b>
<b>12.6</b>	<b>Instructional Periods and Preparation Period – Muscatel Middle School .....</b>	<b>40</b>
<b>12.7</b>	<b>Assessment Release Time – TK-Third Grade Teachers .....</b>	<b>40</b>
<b>12.8</b>	<b>Planning Time/Release Time 4, 5, 6 Grade Teachers .....</b>	<b>41</b>
<b>12.9</b>	<b>Dual Language Immersion (DLI) Teacher Release Time .....</b>	<b>41</b>

<b>12.10</b>	<b>Association President Release Time .....</b>	<b>41</b>
<b>12.11</b>	<b>Substitute Teachers – Muscatel Middle School.....</b>	<b>41</b>
<b>12.12</b>	<b>Substitute Teachers – Elementary Schools .....</b>	<b>41</b>
<b>12.13</b>	<b>Part-Time Teaching/Shared Teaching .....</b>	<b>42</b>
<b>12.14</b>	<b>Teacher on Special Assignment (T.O.S.A.) .....</b>	<b>44</b>
<b>ARTICLE XIII – CLASS SIZE .....</b>		<b>45</b>
<b>13.1</b>	<b>Student/Teacher Ratios .....</b>	<b>45</b>
13.1.1	Elementary School .....	45
13.1.2	Middle School .....	45
<b>13.2</b>	<b>Class Size Limits .....</b>	<b>45</b>
13.2.1	Kindergarten: .....	45
13.2.2	Grades 1-3:.....	45
13.2.3	Grades 4-6:.....	45
13.2.4	Combined grades K-1 or 3-4:.....	45
13.2.5	Middle school (grades 7-8): .....	46
13.2.6	Grades 7-8 physical education classes: .....	46
<b>13.3</b>	<b>Exception to Class Size Limits .....</b>	<b>46</b>
<b>13.4</b>	<b>District Assurance of Compliance with Class Size Limits.....</b>	<b>46</b>
<b>ARTICLE XIV – TRANSFER AND REASSIGNMENT.....</b>		<b>47</b>
<b>14.1</b>	<b>Definitions .....</b>	<b>47</b>
<b>14.2</b>	<b>Seniority.....</b>	<b>48</b>
14.2.1	First Paid Certificated Service Date.....	48
14.2.2	Combination Grade Level Seniority .....	48
14.2.3	Seniority Tiebreakers .....	48
<b>14.3</b>	<b>Posting of Vacancies .....</b>	<b>48</b>
14.3.1	Notice of Vacancy.....	48
14.3.3	Notice of Vacancies – Summer Recess.....	49
<b>14.4</b>	<b>Filling of Vacancies .....</b>	<b>49</b>
<b>14.5</b>	<b>Involuntary Transfer/Reassignment .....</b>	<b>50</b>
14.5.3	Condition for Involuntary Transfers or Reassignments .....	50
14.5.4	Assignment and Transfer/Reassignment Power.....	50
14.5.5	Projected Staffing Needs.....	50
14.5.6	Displacement from Positions at a School Site/Reconfiguration of Programs/ Declining Enrollment/Elimination of Services.....	51

14.6	Voluntary Transfer/Reassignment .....	51
14.6.1	Voluntary Requests .....	51
14.6.2	Remediation Program .....	51
14.6.3	Shared Teaching Assignments .....	52
<b>14.7</b>	<b>Final Decision for Transfers/Reassignments .....</b>	<b>52</b>
14.7.1	Written Rationale .....	52
<b>14.8</b>	<b>Layoff Criteria .....</b>	<b>52</b>
<b>14.9</b>	<b>Notifications and Released Time Allowances .....</b>	<b>53</b>
14.9.1	Return Notification .....	53
14.9.2	Enrollment Requirements .....	53
14.9.3	Classroom Changes.....	53
<b>ARTICLE XV – EMPLOYEE DISCIPLINE .....</b>		<b>54</b>
<b>15.1</b>	<b>District Rights and Responsibilities.....</b>	<b>54</b>
15.1.1	Administrative Leave.....	54
<b>15.2</b>	<b>Progressive Discipline Process .....</b>	<b>54</b>
<b>15.3</b>	<b>Progressive Discipline .....</b>	<b>54</b>
15.3.1	Verbal or Written Warnings.....	54
15.3.2	Written Reprimand.....	55
15.3.3	Suspension .....	55
15.3.4	Right of Appeal.....	55
15.3.5	Confidentiality .....	55
15.3.6	Use of Transfers and Reassignments .....	55
15.3.7	Repeal or Modification .....	56
15.3.8	Notification of Suspension.....	56
<b>ARTICLE XVI – SAFETY .....</b>		<b>57</b>
<b>16.1</b>	<b>Replacing or Repairing Employees’ Property.....</b>	<b>57</b>
16.1.1	Payment of Incurred Losses.....	57
16.1.2	Employee’s Right to Recover Compensation .....	57
<b>16.2</b>	<b>Insurance Policy Coverage vs. District’s Responsibility.....</b>	<b>57</b>
<b>16.3</b>	<b>Reason for Reimbursement.....</b>	<b>58</b>
<b>16.4</b>	<b>Reimbursement for Vehicle Damage Limitation .....</b>	<b>58</b>
<b>16.5</b>	<b>Security Cameras and Recording Equipment.....</b>	<b>58</b>
<b>ARTICLE XVII – SUMMER SCHOOL HIRING PROCEDURE.....</b>		<b>61</b>
<b>17.1</b>	<b>Posting of Positions .....</b>	<b>61</b>

17.1.1	Notice of Summer School Vacancy .....	61
17.1.2	Second Notice of Summer School Vacancy .....	61
<b>17.2</b>	<b>Selection Criteria .....</b>	<b>61</b>
<b>17.3</b>	<b>Notice of Appointment.....</b>	<b>61</b>
<b>ARTICLE XVIII – ECONOMIC AGREEMENT .....</b>		<b>62</b>
<b>18.1</b>	<b>Compensation.....</b>	<b>62</b>
18.1.1	Retention Bonus.....	62
<b>18.2</b>	<b>Salary Schedule Placement .....</b>	<b>62</b>
18.2.1	Classifications .....	62
18.2.2	Provisions.....	63
<b>18.3</b>	<b>Longevity .....</b>	<b>65</b>
<b>18.4</b>	<b>Extra Assignment Compensation Schedule .....</b>	<b>65</b>
<b>18.5</b>	<b>Fringe Benefits .....</b>	<b>65</b>
18.5.1	Representation.....	65
18.5.2	Health Insurance Contribution .....	65
18.5.3	Health Insurance Base.....	66
18.5.4	Unused Portion of Fringe Benefit Contribution.....	66
18.5.5	Addition of Domestic Partner Coverage .....	66
<b>18.6</b>	<b>Retiree Medical Benefits.....</b>	<b>67</b>
18.6.1	Retiree Medical Benefits.....	67
18.6.2	District Paid Retiree-Only Premium .....	67
<b>ARTICLE XIX – EVALUATION PROCEDURE &amp; CALENDAR .....</b>		<b>68</b>
<b>APPENDIX A – SALARY SCHEDULES .....</b>		<b>69</b>
<b>APPENDIX B – EXTRA ASSIGNMENT COMPENSATION SCHEDULE.....</b>		<b>72</b>
<b>APPENDIX C – SCHOOL CALENDAR .....</b>		<b>73</b>
<b>APPENDIX D – PLANNING TIME/RELEASE TIME TK - 6 GRADE/DLI TEACHERS FORM</b>		<b>75</b>
<b>APPENDIX E – ABSENCE REQUEST/SUPERVISOR APPROVAL FORM .....</b>		<b>76</b>
<b>APPENDIX F – SIGNATURE PAGE.....</b>		<b>78</b>

## **PREAMBLE**

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

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



## **ARTICLE I – RECOGNITION**

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

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

## **ARTICLE II – DISTRICT RIGHTS**

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

## **ARTICLE III – WORK STOPPAGES**

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

## **ARTICLE IV – SAVINGS CLAUSE**

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

## **ARTICLE V – MAINTENANCE OF BENEFITS**

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

## **ARTICLE VI – WAIVER OF MEET AND NEGOTIATION**

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

## **ARTICLE VII – TERM OF AGREEMENT**

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

## **ARTICLE VIII – GRIEVANCE PROCEDURE**

### **8.1 Definitions**

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

### **8.2 Procedure**

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



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

### **8.3 Progression of Grievance**

#### **8.3.1 Level One**

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

#### **8.3.2 Level Two**

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

#### **8.3.3 Level Three**

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

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

#### 8.3.4 Arbitration

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

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

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

## **ARTICLE IX – PERSONNEL FILES**

### **9.1 Location of Personnel Files**

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

### **9.2 Materials in Personnel Files**

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

9.2.1 Obtained prior to the employment of the unit member;

9.2.2 Prepared by identifiable examination committee members; or

9.2.3 Obtained in connection with promotional examinations.

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

### **9.3 Derogatory Information Contained in Personnel File**

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

### **9.4 Filing Protocols for Personnel Files**

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

### **9.5 Consideration of Materials**

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

## **ARTICLE X – DUES DEDUCTIONS AND REPRESENTATION**

### **FEES**

#### **10.1 Dues Deduction:**

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

#### **10.2 Non-Unit Member Representation**

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

#### **10.3 Indemnity**

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

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

## **ARTICLE XI – LEAVES OF ABSENCE**

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

### **11.1 Sick Leave**

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

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

## **11.2 Personal Necessity Leave**

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

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

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

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

### **11.3 Bereavement Leave**

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

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

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

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



## 11.4 Family Care Leave

### 11.4.1 Eligibility

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

### 11.4.2 Use of Family Care Leave

Family care leave may be used for the following reason:

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

### 11.4.3 Definitions

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

## **11.5 Duration of Leave - Family Care Leave**

### **11.5.1 Maximum Leave**

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

### **11.5.2 Other Family Care Leave**

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

### **11.5.3 Family Care Leave for Birth/Adoption**

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

### **11.5.4 Family Care Leave in Conjunction with Pregnancy Disability Leave**

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

## **11.6 Terms of Leave - Family Care Leave**

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

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

## **11.7 Maintenance of Benefits - Family Care Leave**

### **11.7.1 Entitlement to Continue Participation in District's Health Plan**

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

### **11.7.2 Health Care Premiums**

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

### **11.7.3 Continued Entitlement in Plans**

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

### **11.7.4 Retention of Employment Status**

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

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

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

#### 11.8.1 Planned Medical Treatment Scheduling

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

#### 11.8.2 Leave Requests to Care for Seriously Ill Family Member

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

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

#### 11.8.3 Additional Leave Request

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

#### 11.8.4 Request for Personal Serious Health Condition

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

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

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

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

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

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

#### 11.8.5 Guarantees

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

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

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

### 11.9 Child Preparation/Child Care Leave

#### 11.9.1 Request for Unpaid Leave of Absence

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

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

#### 11.9.2 Request for Unpaid Leave of Absence for Infant Care

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

### 11.10 Industrial Accident or Illness Leave

#### 11.10.1 Definitions

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

#### 11.10.2 District Rights

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

#### 11.10.3 Maximum Leave

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

#### 11.10.4 Leave – No Accumulation

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

#### 11.10.5 Commencement of Leave Rules and Regulations

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

#### 11.10.6 Leave Salary Pay

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

#### 11.10.7 Leave Reduction

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

#### 11.10.8 Leave Overlap of Fiscal Year

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

#### 11.10.9 Temporary Disability Indemnity Checks

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

#### 11.10.10 Benefit Eligibility

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

#### 11.10.11 Out of State Travel

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

#### 11.10.12 Use of Sick Leave

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

#### 11.10.13 Exhaustion of Paid Leaves

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

#### 11.10.14 Entitlement to Other Sick Leave

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

### 11.11 Sabbatical Leave

#### 11.11.1 Definition

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



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

#### 11.11.2 Availability of Sabbatical Leave

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

#### 11.11.3 Procedure

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

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

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

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

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

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

### **11.12 Jury Duty Leave**

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

### **11.13 Grand Jury Leave**

#### **11.13.1 Request of Unpaid Leave of Absence**

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

#### **11.13.2 Selection to Serve on Grand Jury**

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

### **11.14 Military Service Leave**

#### **11.14.1 Unpaid Leave of Absence**

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

#### **11.14.2 Entitlement to Return to Position Originally Held**

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

### **11.15 Leaves for Teaching in a Foreign Country**

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

### **11.16 Educational Leave**

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

### **11.17 Other Leaves**

#### **11.17.1 Reasons for Leaves of Absence**

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

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

### **11.18 Position Reinstatement**

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

### **11.19 Fringe Benefits**

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

## **ARTICLE XII – WORKDAY/WORK YEAR**

### **12.1 Contract Work Year**

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

#### **12.1.1 Professional Academic School Calendar**

(See [Appendix C](#))

#### **12.1.2 Definition Pre-Service Day**

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

#### **12.1.3 Minimum Days for Elementary School**

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

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

#### **12.1.4 Minimum Days for Middle School**

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

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

#### 12.1.5 Late Start Days

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

### 12.2 School Related Activities

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

### 12.3 Supervision Duties

Supervision duties district-wide shall be equitable, with the goal of ensuring the safe and adequate supervision during student arrival, recess, and dismissal.

12.3.1 Before the start of the school year, each site supervision committee will finalize a supervision schedule.

12.3.2 The site supervision committee will consist of the site principal and designee of their choosing and two RTA designees. RTA designees will comprise of a primary and upper-grade teacher for elementary sites and a 7<sup>th</sup> and 8<sup>th</sup>-grade teacher for Muscatel.

### 12.4 Professional Development Days

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

#### 12.4.1

The parties agree to four (4) Professional Development days for the 2024-2025 school year. All four (4) Professional Development Days, and corresponding compensation will be removed from the calendar and salary schedule at the end of the 2024-2025 school year, and will be re-evaluated and renegotiated as to their impact on LCFF funding.

#### 12.4.2

Professional Development day times for 2024-2025 school year will remain status quo beginning at 7:30 a.m. and ending no later than 2:30 p.m.

#### 12.4.3

The professional development days will be as follows:

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

#### 12.4.4

A doctor's note will not be required for an absence on a Professional Development Day.

PN days may be utilized on PD days as per contract.

### **12.5 Planning Time – Elementary Schools**

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

### **12.6 Instructional Periods and Preparation Period – Muscatel Middle School**

The Muscatel Middle School instructional day shall include seven (7) periods. Teachers shall be assigned six (6) instructional periods and one (1) preparation period. Special Education teachers shall be assigned five (5) instructional periods, one (1) preparation period, and one (1) additional period for purposes such as assessing students and writing IEPs. Preparation time shall be used at teacher's discretion separate from other meetings, unless agreed to by the teacher.

### **12.7 Assessment Release Time – TK-Third Grade Teachers**

For the purpose of conducting individual student assessments:

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



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

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

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

#### **12.9 Dual Language Immersion (DLI) Teacher Release Time**

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

#### **12.10 Association President Release Time**

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

#### **12.11 Substitute Teachers – Muscatel Middle School**

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

#### **12.12 Substitute Teachers – Elementary Schools**

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

### **12.13 Part-Time Teaching/Shared Teaching**

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

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

Proposals submitted by teachers shall include:

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

Regulations:

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

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

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

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

If it is the consensus of the principal, and/or Superintendent or designee that the program is not effective, the senior teacher or the permanent status contract teacher will become the full-time teacher and the other will take another assignment that may include daily substitute teaching at their contract daily rate.

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

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

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

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

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

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

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

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

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

#### **TEACHER ON SPECIAL ASSIGNMENT (T.O.S.A.) POSITIONS**

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

## **ARTICLE XIII – CLASS SIZE**

### **13.1 Student/Teacher Ratios**

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

#### **13.1.1 Elementary School**

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

#### **13.1.2 Middle School**

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

### **13.2 Class Size Limits**

#### **13.2.1 Kindergarten:**

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

#### **13.2.2 Grades 1-3:**

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

#### **13.2.3 Grades 4-6:**

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

#### **13.2.4 Combined grades K-1 or 3-4:**

Shall be covered by the Grade 1-3 maximums.

13.2.5 Middle school (grades 7-8):

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

13.2.6 Grades 7-8 physical education classes:

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

**13.3 Exception to Class Size Limits**

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

**13.4 District Assurance of Compliance with Class Size Limits**

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

## **ARTICLE XIV – TRANSFER AND REASSIGNMENT**

### **14.1 Definitions**

14.1.1 A vacancy is any vacated or newly created position within the bargaining unit.

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

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

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

14.1.5 Displacement: Refers to the involuntary loss of a grade level, subject matter, program, or school position to the least senior teacher.

14.1.6 Voluntary transfers or reassignments are those initiated by unit members, unit members who unwind their shared teaching assignment, and unit members who volunteer to leave their grade level, subject matter, or program in the event of overstaffing.

14.1.7 Reconfiguration: Refers to a grade level or subject matter assignment that has changed under the guidelines of 14.1.4.

14.1.8 39-month reemployment list: Teachers subject to layoff who were notified by March 15 will be placed on this list.

## 14.2 Seniority

### 14.2.1 First Paid Certificated Service Date

The Rosemead Teachers Association and the Rosemead School District agree that the date of this first paid certificated service, regardless of credential held (excluding substitute teachers), will serve as the “seniority” date for purposes of transfer/reassignments and layoffs. The Rosemead Teachers Association and the Rosemead School District agree that California Education Code section 44845 shall govern this issue.

### 14.2.2 Combination Grade Level Seniority

If a teacher accepts a combination class, their school site seniority will be based on their most recent year with a single-grade level assignment.

### 14.2.3 Seniority Tiebreakers

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

14.2.3.1        Greatest number of years teaching with a credential issued within the United States.

14.2.3.2        Breadth of credential authorization.

14.2.3.3        Advanced degrees in assignment or credential-related subject areas.

14.2.3.4        Greatest number of post-BA accredited college units on file with the District in assignment or credential-related subject areas.

14.2.3.5        Date and time employee signed first employment contract.

## 14.3 Posting of Vacancies

### 14.3.1 Notice of Vacancy

The District shall develop and deliver to each unit member and the President of the Association, a notice of each vacancy as soon as the District determines the need to fill the vacancy. Each notice shall state:



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

14.3.2 The District has the right to simultaneously post job vacancies internally and externally.

#### 14.3.3 Notice of Vacancies – Summer Recess

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

### 14.4 Filling of Vacancies

The final decision regarding the filling of vacancies shall be made under the following criteria.

14.4.1 Must possess the appropriate certification and meet the position requirements as specified in the notice of vacancy.

14.4.2 Special consideration will be granted to applicants at the site where the vacancy exists. In instances of multiple applicants at the site, seniority tiebreakers will be applied.

14.4.3 If there are no applicants at the site where the vacancy exists, special consideration will be given to applicants from other sites. In instances of multiple applicants from other sites, seniority tiebreakers will be applied.

14.4.4 If no internal candidates apply, individuals on the 39-month reemployment list will be considered.

14.4.5 If the vacancy still exists, the District may fill the vacancy with outside candidates. Teachers on temporary contract shall be considered outside applicants for future vacancies.

14.4.6 Vacancies shall not be filled prior to the posted deadline.

## **14.5 Involuntary Transfer/Reassignment**

14.5.1 Prior to the District initiating an involuntary transfer or reassignment, the administrator shall identify in writing the demonstrable educational needs which give rise to the transfer or reassignment.

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

### **14.5.3 Condition for Involuntary Transfers or Reassignments**

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

### **14.5.4 Assignment and Transfer/Reassignment Power**

No provisions in this article shall be deemed to preempt or supersede California Education Code Section 35035 (e) which states that, “Subject to approval of the governing board of the school district, [the Superintendent or designee shall] assign all employees of the school district employed in positions requiring certification qualifications to the positions in which they are to serve. This power to assign includes the power to transfer a teacher from one school to another school at which the teacher is certificated to serve within the school district when the superintendent concludes that the transfer is in the best interest of the school district.”

### **14.5.5 Projected Staffing Needs**

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

The district will notify and/or meet/confer with RTA to discuss potential staffing changes and/or layoffs on or before February 1<sup>st</sup>. Teachers subject to layoff will be notified by March 15<sup>th</sup> and placed on the 39-month reemployment list.

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

After February 1<sup>st</sup>, if a school site is determined (by the Superintendent or designee) and school site principals) to be overstaffed, the following process will be followed:

- 14.5.6.1 The principal or designee will first seek a volunteer among the certificated grade level or subject matter. If a volunteer comes forward, they shall apply for a vacant position.
- 14.5.6.2 If no volunteer is available, the teacher with the least seniority in the affected grade level or subject matter will be considered displaced.
- 14.5.6.3 The displaced teacher shall apply for vacancies within the affected school or district wide.
- 14.5.6.4 If there are no vacancies at the affected school, the teacher with the least seniority at the school site may be displaced. The subsequently displaced teacher shall apply for vacancies district wide.
- 14.5.6.5 At the beginning of the school year, if there are any displaced teachers without an assignment, the District will determine the placement of these teachers by seniority to best meet the educational needs of students.
- 14.5.6.6 Displaced teachers will be given priority to return to the assignment they were displaced from up to fourteen (14) calendar days into the next school year, if it reopens.

#### 14.6 Voluntary Transfer/Reassignment

##### 14.6.1 Voluntary Requests

Unit members who want a transfer or reassignment, will do so by applying for a vacant position.

##### 14.6.2 Remediation Program

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

### 14.6.3 Shared Teaching Assignments

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

14.6.3.1 The shared teacher partner with more seniority in the district (based on the districtwide seniority list) will be able to retain the grade-level position they are currently in;

14.6.3.2 The shared teacher partner with less seniority in the district shall apply for a vacant position;

14.6.3.3 If the shared teacher partner with more seniority chooses to voluntarily forgo their seniority right to this particular position, they will submit such an agreement in writing and shall apply for a vacant position.

## 14.7 Final Decision for Transfers/Reassignments

### 14.7.1 Written Rationale

If a unit member's request for a voluntary transfer/reassignment is denied, the unit member shall be granted, upon request, a written explanation of why the request was denied. The final decision regarding transfers and reassignments of unit members shall be made by the Superintendent or designee in accordance with [Article 14.4](#).

## 14.8 Layoff Criteria

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

14.8.1 Greatest number of years teaching with a credential issued within the United States.

14.8.2 Breadth of credential authorization.

14.8.3 Advanced degrees in assignment or credential-related subject areas.

14.8.4 Greatest number of post-BA accredited college units on file with the District in assignment or credential-related subject areas.

14.8.5 Date and time employee signed first employment contract.

## **14.9 Notifications and Released Time Allowances**

### **14.9.1 Return Notification**

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

### **14.9.2 Enrollment Requirements**

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

### **14.9.3 Classroom Changes**

If a unit member is involuntarily transferred/reassigned, or is asked by a school principal/designee asks a unit member to change classrooms due to facility issues or reconfiguration of a site, the affected unit member will receive at least three (3) work days' notice during the school year and three (3) weekdays notice during summer break. Unit members will be compensated for a maximum of twelve (12) hours at the summer school hourly rate. The District will provide necessary moving assistance. Unit members who are changing classrooms as a result of a voluntary transfer/reassignment are excluded from this provision.

## **ARTICLE XV – EMPLOYEE DISCIPLINE**

### **15.1 District Rights and Responsibilities**

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

#### **15.1.1 Administrative Leave**

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

### **15.2 Progressive Discipline Process**

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

### **15.3 Progressive Discipline**

Includes the following:

#### **15.3.1 Verbal or Written Warnings**

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

### 15.3.2 Written Reprimand

Written reprimands are used:

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

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

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

### 15.3.3 Suspension

Suspensions are used:

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

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

### 15.3.4 Right of Appeal

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

### 15.3.5 Confidentiality

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

### 15.3.6 Use of Transfers and Reassignments

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

#### 15.3.7 Repeal or Modification

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

#### 15.3.8 Notification of Suspension

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

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



## **ARTICLE XVI – SAFETY**

### **16.1 Replacing or Repairing Employees' Property**

#### **16.1.1 Payment of Incurred Losses**

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

#### **16.1.2 Employee's Right to Recover Compensation**

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

### **16.2 Insurance Policy Coverage vs. District's Responsibility**

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

### **16.3 Reason for Reimbursement**

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

### **16.4 Reimbursement for Vehicle Damage Limitation**

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

### **16.5 Security Cameras and Recording Equipment**

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

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

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

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

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

## **ARTICLE XVII – SUMMER SCHOOL HIRING PROCEDURE**

### **17.1 Posting of Positions**

#### **17.1.1 Notice of Summer School Vacancy**

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

#### **17.1.2 Second Notice of Summer School Vacancy**

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

### **17.2 Selection Criteria**

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

### **17.3 Notice of Appointment**

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

## **ARTICLE XVIII – ECONOMIC AGREEMENT**

### **18.1 Compensation**

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

RTA and the District agree to a 5.5% ongoing salary schedule increase for the 2023-2024 school year, retroactive to July 1, 2023.

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

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

#### **18.1.1 Retention Bonus**

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

### **18.2 Salary Schedule Placement**

#### **18.2.1 Classifications**

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

## 18.2.2 Provisions

18.2.2.1 Due to implementation of California Education Code Sections 23002 and 23005 [Cal STRS penalties and interest] all teachers will be placed on an eleven (11) calendar month pay period beginning August 31, 2012.

18.2.2.2 Anniversary Steps:

- A teacher on Columns 1, 2, and 3 of the salary schedule will be granted an anniversary increment of \$600.00 after completion of fourteen (14) years in the district at the beginning of the 15<sup>th</sup> year, an additional increment of \$600.00 after completion of sixteen (16) years in the district at the beginning of the 17<sup>th</sup> year, an additional increment of \$600.00 after completion of nineteen (19) years in the district at the beginning of the 20<sup>th</sup> year, and an additional increment of \$600.00 after completion of twenty-two (22) years in the district at the beginning of the 23<sup>rd</sup> year.
- A teacher on Column 4 of the salary schedule will be granted an anniversary increment of \$700.00 after completion of fourteen (14) years in the district at the beginning of the 15<sup>th</sup> year, an additional increment of \$700.00 after completion of sixteen (16) years in the district at the beginning of the 17<sup>th</sup> year, an additional increment of \$700.00 after completion of nineteen (19) years in the district at the beginning of the 20<sup>th</sup> year, and an additional increment of \$700.00 after completion of twenty-two (22) years in the district at the beginning of the 23<sup>rd</sup> year.
- A teacher on Column 5 of the salary schedule will be granted an anniversary increment of \$800.00 after complement of fourteen (14) years in the district at the beginning of the 15<sup>th</sup> year, an additional increment of \$800.00 after completion of sixteen (16) years in the district at the beginning of the 17<sup>th</sup> year, an additional increment of \$800.00 after completion of nineteen (19) years in the district at the beginning of the 20<sup>th</sup> year, an

additional increment of \$800.00 after completion of twenty-two (22) years in the district at the beginning of the 23<sup>rd</sup> year.

- In order to retain credentialed teachers, two (2) longevity steps shall be added to the salary schedule. These longevity steps shall be added at years five (5) and ten (10) on Schedule B. The unit members who receive this amount will be paid this amount on a monthly basis. The employee shall be eligible for the \$600.00, \$700.00, and \$800.00 longevity step increase (dependent upon the individual unit member placement on the schedule). The 5-year longevity step will be added or credited to the employee on the 1<sup>st</sup> day of service of the 6<sup>th</sup> year. The 10-year longevity step of \$600.00, \$700.00, and \$800.00 shall apply on the 1<sup>st</sup> day of the 11<sup>th</sup> year of service.

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

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

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

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

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



### **18.3 Longevity**

The District and RTA agree to the following:

- Start dates for step increases and longevity stipends for current and future bargaining unit members will be August 1<sup>st</sup>.
  - Unit members who worked at least 75% of their position's work year will get a full year's service credit for purposes of step advancement and longevity stipend increases, on their first paycheck of the next school year.
  - Unit members who worked less than 75% of their position's work year will get step advancement and longevity stipend increases their first paycheck of the school year after earning a full year's service credit.

### **18.4 Extra Assignment Compensation Schedule**

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

### **18.5 Fringe Benefits**

#### **18.5.1 Representation**

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

#### **18.5.2 Health Insurance Contribution**

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

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

### 18.5.3 Health Insurance Base

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

### 18.5.4 Unused Portion of Fringe Benefit Contribution

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

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

### 18.5.5 Addition of Domestic Partner Coverage

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

18.5.5.1 Either of the following:

18.5.5.1.1 Be members of the same sex; or

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

18.5.5.2 Have a common residence

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

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

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

18.5.5.6 Be at least 18 years of age.

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

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

## **18.6 Retiree Medical Benefits**

### **18.6.1 Retiree Medical Benefits**

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

18.6.1.1 Retiree is between the ages of 55-65.

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

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

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

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

### **18.6.2 District Paid Retiree-Only Premium**

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

## ARTICLE XIX – EVALUATION PROCEDURE & CALENDAR

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

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

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

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

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

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

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

# APPENDIX A – SALARY SCHEDULES

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

## ROSEMEAD SCHOOL DISTRICT Certificated Teachers Salary Schedule 2023 - 2024

Effective July 1, 2023

Schedule C - Columns "A"					Schedule V - Columns B			
BA Degree	BA plus 15 Units	BA plus 30 Units	BA plus 45 Units or MA Degree	BA plus 60 Units including MA or MA plus 15 Units	BA plus 30 Units with Valid California Credential	BA plus 45 Units or MA Degree with valid California Credential	BA plus 60 Units including MA or MA plus 15 Units w/ credential	
<b>RANGE</b>								
All Units indicated are semester units 2023-24 Four (4) Professional Development days plus One (1) Pre-Service day (185)								
I A	II A	III A	IV A	V A	III B	IV B	V B	
1	60,313	64,065	67,875	71,566	75,237	68,231	72,150	75,852
2	63,104	66,982	70,921	74,982	78,986	71,502	75,593	79,632
3	65,900	69,970	74,229	78,362	82,624	74,833	79,004	83,299
4	68,574	72,959	77,534	81,860	86,361	78,166	82,528	87,069
5	71,567	75,884	80,717	85,351	89,996	81,374	86,048	90,732
6	74,229	78,986	83,984	88,790	93,863	84,652	89,511	94,629
7	77,089	81,860	87,199	92,203	97,482	87,911	92,959	98,280
8	79,824	84,842	90,629	95,713	101,180	91,371	96,492	102,007
9	82,624	87,701	93,863	99,215	104,861	94,629	100,028	105,717
10	-	90,839	96,914	102,768	108,536	97,705	103,610	109,424
11	-	-	100,212	106,198	112,231	101,033	107,065	113,145
12	-	-	-	109,756	116,107	-	110,657	117,055
13	-	-	-	113,375	120,051	-	114,303	121,032
14	-	-	-	-	124,130	-	-	125,145
15	-	-	101,659	115,058	126,051	102,490	116,000	127,083
6th						85,252	90,211	95,429
11th						102,233	108,465	114,745
15th	83,224	91,439	102,259	115,758	126,851	104,290	118,100	129,483
17th	83,824	92,039	102,859	116,458	127,651	104,890	118,800	130,283
20th	84,424	92,839	103,459	117,158	128,451	105,490	119,500	131,083
23rd	85,024	93,239	104,059	117,858	129,251	106,090	120,200	131,883

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

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

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

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

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

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

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

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

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

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

Board Approved: April 11, 2024 185 WORK DAYS  
11 Month Pay

(4/24)

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

**ROSEMEAD SCHOOL DISTRICT**  
School Nurse Salary Schedule  
2023 - 2024

Effective July 1, 2023

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

**RANGE**

All Units indicated are semester units

2023-24 Four (4) Professional Development days plus One Pre-Service day (185)

	I A	II A	III A	IV A	V A	III B	IV B	V B
1	66,346	70,472	74,443	78,722	82,762	75,054	79,366	83,437
2	69,415	73,680	78,013	82,481	86,885	78,651	83,152	87,597
3	72,489	76,966	81,651	86,199	90,886	82,317	86,904	91,629
4	75,431	80,255	85,288	90,045	94,997	85,984	90,782	95,776
5	78,723	83,473	88,789	93,886	98,996	89,511	94,652	99,804
6	81,651	86,885	92,361	97,669	103,250	93,117	98,463	104,092
7	84,798	90,045	95,918	101,423	107,230	96,702	102,256	108,108
8	87,808	93,326	99,692	105,264	111,298	100,509	106,141	112,208
9	90,886	96,472	103,250	109,137	115,347	104,092	110,031	116,289
10	-	99,923	106,607	113,044	119,389	107,475	113,972	120,366
11	-	-	110,235	116,819	123,454	111,137	117,771	124,459
12	-	-	-	120,731	127,718	-	121,722	128,761
13	-	-	-	124,712	132,055	-	125,734	133,136
14	-	-	-	-	136,543	-	-	137,660
15	-	-	111,825	126,563	138,657	112,739	127,600	139,792
6th						93,717	99,163	104,892
11th						112,337	119,171	126,059
15th	91,486	100,523	112,425	127,263	139,457	114,539	129,700	142,192
17th	92,086	101,123	113,025	127,963	140,257	115,139	130,400	142,992
20th	92,686	101,723	113,625	128,663	141,057	115,739	131,100	143,792
23rd	93,286	102,323	114,225	129,363	141,857	116,339	131,800	144,592

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

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

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

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

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

185 WORK DAYS  
11 Month Pay

Board Approved: April 11, 2024

(4/24)  




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

**ROSEMEAD SCHOOL DISTRICT**  
School Counselor Salary Schedule  
2023 - 2024

Effective July 1, 2023

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

**RANGE**

All Units indicated are semester units **2023-24 Four (4) Professional Development days plus One (1) Pre-Service day (185)**

	I A	II A	III A	IV A	V A	III B	IV B	V B
1	63,073	66,996	70,772	74,840	78,679	71,352	75,451	79,322
2	65,991	70,047	74,165	78,413	82,599	74,772	79,050	83,275
3	68,914	73,171	77,624	81,947	86,403	78,257	82,617	87,109
4	71,710	76,297	81,081	85,605	90,312	81,742	86,304	91,053
5	74,841	79,356	84,409	89,254	94,113	85,096	89,984	94,882
6	77,624	82,599	87,806	92,852	98,157	88,525	93,607	98,958
7	80,616	85,605	91,188	96,421	101,941	91,933	97,212	102,776
8	83,476	88,722	94,775	100,092	105,809	95,551	100,907	106,673
9	86,403	91,713	98,157	103,754	109,658	98,958	104,604	110,553
10	-	94,994	101,349	107,469	113,501	102,175	108,351	114,430
11	-	-	104,797	111,057	117,365	105,655	111,962	118,320
12	-	-	-	114,777	121,419	-	115,719	122,410
13	-	-	-	118,561	125,543	-	119,532	126,568
14	-	-	-	-	129,809	-	-	130,871
15	-	-	108,309	120,322	131,818	107,179	121,306	132,897
6th						89,125	94,307	99,758
11th						106,855	113,362	119,920
15th	87,003	95,594	106,909	121,022	132,616	108,979	123,406	135,297
17th	87,603	96,194	107,509	121,722	133,418	109,579	124,106	136,097
20th	88,203	96,794	108,109	122,422	134,218	110,179	124,806	136,897
23rd	88,803	97,394	108,709	123,122	135,018	110,779	125,506	137,697

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

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

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

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

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

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

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

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

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

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

Board Approved: April 11, 2024 185 WORK DAYS  
11 Month Pay

(4/24)  


## **APPENDIX B – EXTRA ASSIGNMENT COMPENSATION**

### **SCHEDULE**

#### **Extra Duty Assignments and Stipends**

1. RTA agrees to a multi-tiered compensation schedule for Extra Duty Assignments and proposed compensation as follows:
  - a. \$2,000.00 per year stipend for bargaining unit members with a Doctorate Degree
  - b. DLI non-English teachers shall receive a \$3,000.00 yearly stipend, DLI English teachers shall receive a \$2,000.00 yearly stipend.
  - c. The ASB Advisor (Muscatel), Academic Advisor (Elementary), and SST Coordinator are designated as a full-year assignment and will be compensated with a \$1,800.00 stipend.
  - d. Other year-long assignments such as Technology Leads, Curriculum Leads, Yearbook Advisors Leader in Me Leads, PBIS Leads, and AVID Coordinator (Muscatel) would be compensated with a \$1,100.00 stipend.
  - e. Extracurricular club advisors will be compensated with a \$900.00 stipend for each season (Fall Season: October through January or Spring Season: February through May). Unit members in these positions are expected to work at least an (1) hour per week during their season.
  - f. Muscatel sports coaches will be compensated with a \$1,800.00 stipend for each season (Fall Season: October through January or Spring Season: February through May). Unit members in these positions are expected to work at least two (2) hours per week during their season.
  - g. Instructional Academic Intervention/Enrichment Class Teachers and Music Director (District-Wide) would be paid at the hourly Summer School rate. Total hours will be determined by the administrator if funding is available. All positions are as needed.
  - h. Both parties agree to the establishment of duty statements for extra duty and stipend assignments.
2. Summer school curriculum development \$45.00/hour
3. Summer school teacher/extra duty compensation \$45.00/hour



# APPENDIX C – SCHOOL CALENDAR

## ROSEMEAD SCHOOL DISTRICT 2024-2025 PROFESSIONAL ACADEMIC SCHOOL CALENDAR \*\*OFFICIAL\*\*

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

### \*LEGAL HOLIDAY PER EDUCATION CODE SECTION 37220

2024-2025				DAY OR DATE	
HOLIDAY	DAY	DATE		EACH YEAR	
Independence Day	Thurs	Jul 4		4th Day in July	
Labor Day	Mon	Sept 2		1st Mon in Sept	
Veteran's Day	Mon	Nov 11		11th Day in Nov	
Thanksgiving Day	Thurs	Nov 28		4th Thurs in Nov	
Christmas Day	Wed	Dec 25		Dec 25	
New Year's Day	Wed	Jan 1		Jan 1	
Martin Luther King, Jr. Day	Mon	Jan 20		3rd Mon in Jan	
Lincoln's Birthday (observed)	Mon	Feb 10		Feb 12	
President's Day	Mon	Feb 17		3rd Mon in Feb	
Memorial Day	Mon	May 26		Last Mon in May	
Juneteenth Day	Thurs	Jun 19		19th Day in Jun	

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

Nov 25 - Nov 29	Local Student Holidays
Dec 23 - Jan 6	Winter Recess
Apr 21 - Apr 25	Spring Recess

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

Aug 19	Professional Development
Aug 20	Pre Service (PS) Day for Teachers per CBA
Aug 30	Student Free Days/Professional Dev.
Jan 7	Student Free Days/Professional Dev.
Mar 3	Student Free Days/Professional Dev.

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

Sept 4, 18; Oct 2, 16; Nov 6, 20  
Dec 4, 18; Jan 15; Feb 5, 19  
Mar 5, 19; Apr 2, 16; May 7, 21

### { } Minimum Days

Aug 21 (1st day of school - all students)  
Oct 9, 10, 11 (Parent Conference TK-6)  
*Open House (Elementary Schools)*  
*Jan 17, Jun 6 (MMS Semester Report Cards)*  
*Jun 10 (Min. Day for TK-8 Students)*

*Dec 23, 2024 (Admission's Day)*

*Aug 20, 2024 & Jun 11, 2025 CSEA only, PD Days*

### SCHOOL BEGINS - WEDNESDAY, AUGUST 21, 2024

LAST SCHOOL DAY, TK-8 - TUESDAY, JUNE 10, 2025

(Statutory requirement Instructional Days for Students 180 Days)

Calendar subject to change

Aug 15 & 16, 2024 (NT) - New Teachers Only

Aug 21, 2024 (STU) - 1st Day for Students

Board Approved: 6/27/2024 / Distributed: 7/1/2024



## ROSEMEAD SCHOOL DISTRICT

### 2024-2025 PROFESSIONAL ACADEMIC SCHOOL CALENDAR

July	1, 2024	Monday	Fiscal year begins	<b>LEGEND:</b> *Legal Holiday xLocal Holiday ^Student Free Day
* July	4, 2024	Thursday	Independence Day Holiday	
August	19, 2024	Monday	Student Free Day/Professional Development	
August	20, 2024	Tuesday	Pre-Service Day/CSEA only, Professional Development	
August	21, 2024	Wednesday	School Begins/Minimum Day TK-8 <sup>th</sup> Students	
^ August	30, 2024	Friday	No School – Student Free Day/Professional Development	
* September	2, 2024	Monday	Labor Day Holiday	
October	9, 2024	Wednesday	Parent-Teacher Conference/Minimum Day TK-6 <sup>th</sup> Students	
October	10, 2024	Thursday	Parent-Teacher Conference/Minimum Day TK-6 <sup>th</sup> Students	
October	11, 2024	Friday	Parent-Teacher Conference/Minimum Day TK-6 <sup>th</sup> Students	
October	24, 2024	Thursday	End of First Quarter (Middle School)	
* November	11, 2024	Monday	Veteran's Day Holiday	
November	15, 2024	Friday	End of First Trimester (Elementary Schools)	
x November	25, 2024	Monday	Local Student Holiday Begins (Nov. 25 <sup>th</sup> - 29 <sup>th</sup> )	
x November	26, 2024	Tuesday	Local Student Holiday	
x November	27, 2024	Wednesday	Local Student Holiday	
* November	28, 2024	Thursday	Thanksgiving Day Holiday	
x November	29, 2024	Friday	Local Student Holiday	
x December	23, 2024	Monday	Winter Recess Begins (Dec. 23 <sup>rd</sup> – Jan. 6 <sup>th</sup> )	
x December	23, 2024	Monday	Admission's Day (Classified only Holiday)	
x December	24, 2024	Tuesday	Christmas Eve Holiday	
* December	25, 2024	Wednesday	Christmas Day Holiday	
x December	31, 2024	Tuesday	New Year's Eve Holiday	
* January	1, 2025	Wednesday	New Year's Day Holiday	
^ January	7, 2025	Tuesday	No School – Student Free Day/Professional Development	
January	8, 2025	Wednesday	School Reopens	
January	17, 2025	Friday	Minimum Day 7 <sup>th</sup> -8 <sup>th</sup> Students (Middle School)	
* January	20, 2025	Monday	Martin Luther King, Jr. Holiday	
January	22, 2025	Wednesday	End of Second Quarter/First Semester (Middle School)	
* February	10, 2025	Monday	Lincoln's Birthday Holiday ( <i>observed</i> )	
* February	17, 2025	Monday	President's Birthday Holiday	
^ March	3, 2025	Monday	No School – Student Free Day/Professional Development	
March	10, 2025	Monday	End of Second Trimester (Elementary Schools)	
March	31, 2025	Monday	End of Third Quarter (Middle School)	
x April	21, 2025	Monday	Spring Recess Begins (Apr. 21 <sup>st</sup> – Apr. 25 <sup>th</sup> )	
April	28, 2025	Monday	School Reopens	
May	8, 2025	Thursday	Encinita Open House (Minimum Day Encinita Only)	
May	14, 2025	Wednesday	Shuey Open House (Minimum Day Shuey Only)	
May	20, 2025	Tuesday	Savannah Open House (Minimum Day Savannah Only)	
May	22, 2025	Thursday	Janson Open House (Minimum Day Janson Only)	
* May	26, 2025	Monday	Memorial Day Holiday	
May	29, 2025	Thursday	Muscatel Open House (Regular School Day)	
June	6, 2025	Friday	Minimum Day 7 <sup>th</sup> -8 <sup>th</sup> Students (Middle School)	
June	10, 2025	Tuesday	Last Day of School / Minimum Day TK-8 <sup>th</sup> Students	
			End of Fourth Quarter & Third Trimester	
			TK-8 <sup>th</sup> Report Cards	
June	11, 2025	Wednesday	CSEA only, Professional Development	
* June	19, 2025	Thursday	Juneteenth Holiday	

Calendar is subject to change.

Board Approved: 6/27/2024 / Distributed: 7/1/2024

## APPENDIX D – PLANNING TIME/RELEASE TIME TK - 6

### GRADE/DLI TEACHERS FORM

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

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

SPECIAL ARRANGEMENT/REQUEST:

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SPECIFIC DATE REQUESTED: ☐ \_\_\_\_\_ OR

FIRST DATE AVAILABLE: ☐

FULL DAY: ☐ OR

HALF DAY SHARING: ☐ WITH \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Principal/Supervisor Signature

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

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

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

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

# **APPENDIX E – ABSENCE REQUEST/SUPERVISOR**

## **APPROVAL FORM**



### **ROSEMEAD SCHOOL DISTRICT**

#### **New Absence Request Form Procedures**

1. Beginning the 2020-2021 School Year, we are introducing a new Absence Request Form and combining our previous half sheet carbon copy Absence Request form and Employee Absence Report form all in one.
2. All Employees (including Site Custodians) will need to obtain this new Absence Request Form from their timekeeper (i.e. Office Manager and/or Admin Secretary) or the employee can obtain the form directly from the Google Shared Folder:  
(<https://drive.google.com/file/d/1SYfgdYf834FVvbtCuaApcU-YbuI4P6zu/view?usp=sharing>).
  - a. **M&O personnel** – Must request the Absence Request Form from **M&O Admin.Secretary**, to ensure sub coverage is arranged on the date of the employee's absence.
3. Absences that need prior Supervisor and Administrative Approval are: Personal Necessity (PN); Personal Leave without Pay (PL); and Vacation (V) (Vacation is applicable to Classified Employees Only).
4. Employees must submit Absence Request to their timekeeper (i.e. Office Managers and/or Admin Secretary). Timekeepers will obtain Principal/Supervisor's approval and forward the form to the District Office for final approval from Superintendent or Assistant Superintendent.  
Routing of Absence Request Form for Approval:
  - a. Absence Request for Principals → Send to the Superintendent
  - b. Absence Request for Certificated Staff and Classified Staff → Send to the Assistant Superintendent of Educational Services
  - c. Absence Request for Custodians and M&O Staff → Send to the Assistant Superintendent of Administrative Services
5. Once the Superintendent/Assistant Superintendent approves or denies the request, the division Administrative Assistant will forward the form back to the Timekeeper of the employee. The timekeeper will notify the employee, and may provide the employee with a digital or hard copy of the finalized form.
6. The finalized form must be attached to the Monthly Attendance Report (Timesheet) of the employee for payroll reconciliation.

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

Thank you,

**Rosemead School District Payroll Dept.**



**Rosemead School District**  
**Absence Request and Supervisor Approval Form**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

**IMMEDIATE SUPERVISOR APPROVAL**

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_

**DISTRICT OFFICE APPROVAL/TIME TRACKING**

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

Rev. (03/23)



## APPENDIX F – SIGNATURE PAGE

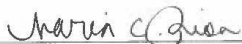
**AGREEMENT**  
  
**BETWEEN THE**  
  
**ROSEMEAD TEACHERS ASSOCIATION**  
**/CTA/NEA**  
  
**AND THE**  
  
**ROSEMEAD SCHOOL DISTRICT**

JULY 1, 2022 – JUNE 30, 2025  
(2023-2024 Tentative Agreement Updates)

**ROSEMEAD SCHOOL DISTRICT:**



Jennifer Fang, Ph.D.  
Interim Superintendent  
(on behalf of Alejandro Ruvalcaba  
Superintendent)



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

Date signed: 3/2/25

**ROSEMEAD TEACHERS ASSOCIATION:**



Cami Case  
RTA President



Diana Richardson  
RTA Negotiator