

REEDS CREEK CERTIFICATED CONTRACT

REEDS CREEK SCHOOL DISTRICT

REEDS CREEK TEACHERS ASSOCIATION

July 1, 2021 to June 30, 2024

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ARTICLE 1: AGREEMENT

This agreement is entered into between the REEDS CREEK SCHOOL DISTRICT ("District") and the REEDS CREEK SCHOOL ASSOCIATION CTA/NEA ("Association") pursuant to the Educational Employment Relations Act, Chapter 10.7, Division 4, Title 1, Sections 3540 through 3549 of the California Government Code.

ARTICLE 2: TERM OF AGREEMENT

2.1 DURATION

This Agreement shall be in effect from July 1, 2021 through June 30, 2024. The provisions of this Agreement shall automatically be renewed from year to year and shall be binding for additional periods of one year unless either the Association or the District gives written notice to the other in accordance with the negotiation procedures set forth in Article 7.

2.2 EXTENSION

This Agreement shall remain in full force and effect during the period of negotiations.

2.3 NEGOTIATIONS DURING TERM

During the term of this Agreement, or any extensions, either party may reopen negotiations by presenting a written proposal in accordance with the negotiation procedures set forth in Article 7.

2.4 DISCUSSIONS

Both parties recognize it is within their mutual interest to discuss any item within the scope of bargaining at any time during the life of this Agreement, and it is agreed that the parties will discuss interests and options as needed, and upon mutual agreement, to reopen negotiations at any time.

ARTICLE 3: RECOGNITION

3.1 UNIT RECOGNITION

The District recognizes the Association as the exclusive representative of that unit of employees certified by the Public Employment Relations Board, Case No. S-R-947, on December 17, 1993. That unit, for purposes of recognition and exclusive representation, shall be defined to include all full time, part time, and temporary certificated employees, except day- to-day substitutes, confidential, supervisory, and management employees.

3.2 TRANSFER OF WORK

The District and Association shall negotiate before the District transfers work or duties historically performed by a unit member to other employees outside of the unit or subcontract with non-employees for work or duties historically performed by a unit member solely for the purpose of reducing labor costs if such transfer or subcontract will result in a reduction in the number of full time equivalent positions held by unit

members. The foregoing notwithstanding, a change in the distribution of overlapping work or duties traditionally performed by both unit members and non-unit District employees that does not result in a reduction in the number of full time equivalent positions held by unit members shall not be subject to negotiations.

ARTICLE 4: ASSOCIATION/EMPLOYEE/RIGHTS

4.1 SUPPLIES

The Association may have access to standard school supplies and the use of copy machines so long as that access and use does not interfere with District operations. When using the District's copy machines, the Association shall supply its own copy paper and limit its use to non-cumulative total of not more than 100 copies per month.

4.2 USE OF FACILITIES

The Association and its members may use District facilities for the purpose of meetings concerned with the exercise of rights guaranteed to the Association and its members when those facilities are not otherwise in use. District policies regulating the use of facilities must be followed. Request for use must be made on the proper District forms. The District will be notified in advance for the use so that scheduling can be arranged.

4.3 CONDUCT OF BUSINESS

Authorized representatives of the Association shall have the right to transact business on school property at reasonable times. All Association business, discussions, and activities shall be conducted by unit members and Association officials outside of the unit members' assigned duty times and in such a way which will not interfere with school programs. Association representatives who are not employed by the District shall advise the district office of their presence before proceeding to conduct Association business on the school campus.

4.4 NOTICES

The Association shall have the right, without interference, censorship or examination by the District, to use the unit member mailboxes for communication with unit members. The Association shall also have the right to post notices of activities and matters of Association concern on the Association bulletin board. Copies of all items posted on the Association bulletin board or distributed through use of unit member mailboxes shall be provided to the Superintendent/Principal at the time of posting and/or distribution.

4.5 ACCESS TO INFORMATION

Upon request, the District shall furnish the Association one copy of the following information: (1) Interim/Budget Documents, (2) Board Agendas, (3) Board Packets (emailed to the Union President prior to each meeting), (3) Board Minutes and (4) Audits, available on the District Website.

4.6 OTHER PAYROLL DEDUCTIONS

Upon submission of the completed District payroll deduction authorization form, the District shall deduct from the pay of unit members group insurance premiums pursuant

to Education Code Section 44041 and annuity programs authorized by Section 403 (b) of the Internal Revenue Code. The District uses the Salary Reduction Authorization form that is contained in Attachment "F". The District shall not be obliged to put into effect any new, changed or discontinued payroll deduction until the pay period commencing no less than thirty (30) calendar days after submission of the form to the designated representative of the District.

4.7 RETAINED RIGHTS

The Association retains all of its rights, powers, and duties as provided in Government Code Sections 3540-3549.

4.8 RELEASE TIME

The Association may designate not more than two of its unit members as negotiating representatives who shall have the right to receive reasonable periods of release time, without loss of compensation, to be used for the actual time required for negotiations and PERB hearings.

4.9 UNIT MEMBER COMMITTEE ASSIGNMENTS

The District may appoint unit members willing to serve on the various councils and committees that the District may from time to time be required or desire to form. The Association may substitute any other unit member for one appointed by the District upon the condition that the substituted member will perform the duties of the council or committee in good faith and as required.

4.10 EMPLOYEE RIGHTS

The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organization activities.

4.11 DEDUCTION OF DUES

The District shall deduct from the pay of a unit member and, through the business services of the Tehama County Office of Education pursuant to its normal and customary practice, pay to the Association the normal and regular monthly CTA/NEA and chapter membership dues, subject to the following:

4.11.1 Such deduction shall be made only upon submission of a chapter CTA/NEA membership enrollment form that has been duly executed by the unit member. Association members who currently have authorization cards on file for the above purposes need not be re-solicited. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from Association members.

4.11.2 The District shall not be obligated to put into effect any new or discontinued deductions pursuant to the terms of this article until the pay period commencing fifteen (15) days or more after submission.

ARTICLE 5: DISTRICT RIGHTS

5.1 RETAINED RIGHTS

The District retains all of its power and authority to direct, manage and control to the full extent of the law, including the exercise of discretion in connection therewith, all of which are limited only by the specific and expressed terms of the Agreement, and then only to the extent such specific and express terms are in conformance with the law.

5.2 EMERGENCY

In the event of an emergency, the District retains its right to take reasonable action in dealing with said emergency. An emergency shall be a natural disaster, an act of civil strife or other events rendering normal operations of the District to be substantially impaired.

5.3 IN SERVICE TRAINING

The District shall determine the subject matter and manner of presentation of all in-service programs after consultation with the appropriate members of the Association.

ARTICLE 6: EMPLOYMENT STATUS

Unit members who have successfully completed two years of probationary employment within the District shall be granted permanent status.

- A. Definition: Temporary teachers are those teachers requiring certification qualifications, other than substitute employees, who are employed to serve from day to day service.
- B. Temporary teachers are teachers who are hired who do not possess the credential to fill a position and require emergency, intern, or special permits in order to fill the position.
- C. Movement of Probationary Status: The following guidelines will apply when moving temporary teachers to probationary status.
 - a. "Date of Hire" will be used for placement on the certificated seniority list once they receive probationary status.
 - b. Temporary teachers who hold only emergency credentials for their current assignment will not be moved to probationary status.
- D. Movement on Pay Scale: Temporary Teachers will not advance past year one on pay scale until completion of probationary year one.
- E. Termination of Temporary Teachers

- a. The District reserves the right to terminate a temporary teacher at any time during the school year, without cause.

F. Termination of Probationary Teacher

- a. The District reserves the right to terminate a Probationary Teacher anytime during probationary status, without cause.

ARTICLE 7: NEGOTIATION PROCEDURE

7.1 OPENING NEGOTIATIONS

7.1.1 Each party may reopen negotiations on ARTICLE 12: SALARIES, ARTICLE 13: BENEFITS and two(2) other Articles of this Agreement by submitting a written proposal to the other party five (5) business days prior to the regularly scheduled March meeting of the District Board of Trustees of the prior year.

7.1.2 In order to expedite the negotiations process and to comply with the public notice requirements of the Educational Employment Relations Act, the initial proposals of both parties shall specify the particular issues, within each Article that are desired to be negotiated.

7.1.3 Each party wishing to open negotiations during any extension of the Term of this Agreement (pursuant to Article 2.1 above), or upon its expiration to amend, modify or change the Agreement, shall submit its written proposal to the other party as specified in 7.1.2 above.

7.1.4 The above dates for submission of a party's proposal may be extended by written agreement of the parties.

7.2 COMMENCEMENT OF NEGOTIATIONS

The District and the Association shall meet and negotiate in good faith and shall commence negotiations within a reasonable period of time after completion of the public notice requirements of the Education Employment Relations Act set forth in Government Code Section 3547. Any agreement reached between the parties shall be reduced to writing and signed by them.

7.3 TIME AND PLACE OF NEGOTIATIONS

Negotiations shall take place at mutually agreeable times and places.

7.4 REPRESENTATIVES

The Board and the Association shall discharge their respective duties by means of representatives and committees, and either party may use outside consultants to assist in negotiations.

7.5 CONTRACT LIMITATIONS

The Association and District recognize the official representatives of each as the sole representatives for matters being negotiated within the scope of the Educational Employment Relations Act, and each agrees not to negotiate with anyone other than said representatives except as mutually agreed upon. The foregoing notwithstanding, when good faith negotiations are in progress, and upon agreement of the parties, representatives from each negotiating body shall have the opportunity, after reasonable negotiations have occurred, to meet, for the purpose of presenting information, not for the purpose of negotiations, with, in the case of the District, the Association and its members, and, in the case of the Association, with the Board. Good Faith negotiations means a serious and honest effort on the part of each party to reach agreement.

7.6 FINAL AGREEMENT

Within thirty (30) days of ratification of the Agreement by both parties herein, the Board shall have copies prepared and delivered to the Association for distribution to each member in the District. The District and Association shall equally share the cost of duplication of the initial Agreement.

7.7 CALENDAR NEGOTIATIONS

The Association and the District agree that the Superintendent/Principal and Association representatives shall meet each year to develop a recommendation concerning the opening and closing dates and the distribution of legal and local holidays of the annual school calendar. It is the goal of the parties that this recommendation will be presented to the Board of Trustees for action at the regularly scheduled March Board meeting. The school calendar for the current year is contained in Attachment "A".

7.8 STATUTORY CHANGES

Any future statutory changes to the provisions of the Education Code in effect on July 1, 2021, that modify the parties' rights to negotiate the terms and conditions of employment shall entitle either party to demand to bargain the issue.

7.9 RENEGOTIATIONS OF INVALID PROVISIONS

In the event of suspension or invalidation of any Article or Section of the Agreement, the parties agree to meet and negotiate as soon as possible after such determination becomes known to both parties for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 8: LENGTH OF WORK YEAR AND DAY

8.1 WORK YEAR

Unit members shall provide student instruction for 180 days a year, unless a change is negotiated. Unit members shall render service for one workday prior to the first day of student instruction, one day in January following the two week break, and one day

after the last day of school. Other in-service days may be put in the calendar and will be approved by the Union and paid the daily rate. There shall be one student-free day immediately following conclusion of the student instructional year.

8.2 WORKDAY

Full time unit members will be on the school site between 8:00 AM and 3:30 PM each day of the work year. The workday of a unit member who works less than full time shall begin thirty (30) minutes before and end thirty (30) minutes after their instructional day. Unit members will have their workstations available to receive students at 8:00 am.

8.3 LUNCH PERIOD

During the student lunch period which shall be at least forty (40) minutes, each unit member shall be entitled to a thirty (30) minute lunch "duty free" lunch period with the exception of days of inclement weather and in the event of an emergency, in which event, the unit member will be available for student supervision.

8.4 RECESS BREAK

Except as set forth in this paragraph, unit members shall be provided a duty free period of not less than ten (10) minutes during the period of student's morning playground recess. Unit members shall provide playground supervision during the student's morning playground recess on a rotating basis. Those unit members serving as playground supervisors shall be afforded an opportunity to use restroom facilities at or about the time of student recess period by other unit members, instructional aides, or other suitable persons providing temporary classroom or playground supervision.

8.5 PREPARATION-PLANNING TIME

The parties agree that it is important that unit members be afforded an opportunity during workday for preparation and planning. Accordingly, the District shall attempt to preserve the period between 8:00 a.m. and 8:30 a.m. of each workday for unit members' classroom preparation and shall make an attempt, consistent with the educational best interest of the students of the District, to provide unit members with planning time during the instructional day through use of support personnel (i.e.: music, PE, computers, etc.).

Unit members may leave immediately after all professional duties and responsibilities have been completed as stated in 8.5 – 8.7. A unit member's workday consists of 7.5 hours. Of those hours, approximately 6.5 hours will be during the regularly scheduled school day as student contact time. Unit members may flex the remaining hour as part of their professional day. This may be in the morning, after school, or in the evenings at the discretion of the unit member.

A minimum school day shall be scheduled each Monday that school is normally in session. During such minimum days, unit members shall perform on campus preparation, planning, and other professional activities after the end of the student day (1:00 p.m.), consistent with Article 8.2 of the parties Collective Bargaining Agreement.

Generally two of the Mondays per month will be meeting free except for emergency meetings as determined by the superintendent.

8.6 STAFF MEETINGS

Unit members will attend to completion each regularly scheduled staff meeting (twice monthly) that shall not extend beyond 4:30 p.m..

8.7 SCHOOL FUNCTIONS

Unit members are required to attend Back-to-School Night, Open House, the Christmas Program and Graduation Ceremony. There will be a student minimum day on the day Back-to-School and Open House are held, to allow unit members to use the remainder of the work day to complete preparations for the event.

8.8 OTHER EVENTS

In an effort to support Parent Club and parent participation and other school events, such as school-wide music performances and plays, unit members are encouraged to attend functions that benefit the students in their grade levels.

ARTICLE 9: ASSIGNMENT AND REASSIGNMENT

Definitions:

- a. Reassignment is the change of an employee's grade level or subject.
- b. Vacancy shall include a new position or an opening arising from the resignation, retirement, leave, release or reassignment, or creation of new position.

9.1 INITIAL ASSIGNMENT

Upon initial employment, the Superintendent/ Principal shall assign a unit member to the positions, subject areas and programs in which they are to serve.

9.2 REASSIGNMENT

A reassignment is the movement of a unit member from the current grade and/or subject matter assignment he or she held immediately preceding such action. A reassignment may be initiated by a unit member (voluntary) or by the District (involuntary).

9.2.1 In making reassignment of unit members, the District shall be guided by the following considerations:

9.2.1.1 Reassignment shall be made by the District based upon the following consideration (these are not listed in any particular order): (1) professional preparation/experience in grade level, (2) demonstrated command of subject matter, (3) previous evaluations, (4) unit member requests, (5) enrollment patterns and (6) seniority.

9.2.1.2 The Superintendent/Principal shall consult with affected unit members to insure that their points of view are heard and given

consideration when reassignments are being considered that will result in a different grade level, or subject matter assignment, or that will affect team teaching, cluster grouping, and staffing situations that require a close working relationship between personnel involved.

9.2.1.3 Insofar as is possible, all reassignments shall be made in a timely manner in order to allow adequate time for preparations of the new assignment and in order to allow an orderly transition period for the school, the students and the unit member being reassigned. If a unit member is to be reassigned for a new school year, he or she shall be notified as soon as possible.

9.2.1.4 Reassignments shall not be punitive or disciplinary in nature, nor shall they be made for arbitrary or capricious purposes, but the District's exercise of discretion shall be final.

9.2.1.5 with the consent of the Superintendent/Principal, two unit members may choose to exchange positions, or loop with their class. All requests shall be made in writing to the Superintendent/Principal by April 15th prior to the school year in which the transfer is requested.

9.2.1.6 Qualified unit members requesting reassignment shall be considered for available positions before new employees are hired.

9.2.1.7 Involuntary reassignment shall only take place after there has been a meeting for purposes of explanation between the unit member concerned and the Superintendent/Principal and, upon request of the employee, after a written rationale for the assignment has been provided.

9.2.1.8 The District shall privately notify a unit member of an involuntary reassignment prior to any announcement to other unit members, staff, pupil, or parents.

9.2.1.9 Every reasonable effort shall be made to minimize the number of involuntary assignments.

9.3 ASSIGNMENT NOTICE

The District will attempt to provide unit members with specific assignment notices by July 1: however, enrollment fluctuations and staff changes may necessitate later notification. In such cases unit members will be notified as soon as possible.

9.4 REPRESENTATION

Unit members shall have, if desired, unit representation or a fellow unit member present at meetings with the Superintendent/Principal in areas of reassignment.

9.5 EQUAL SENIORITY

If two or more unit members first render paid service on the same day, the District shall determine seniority for each particular assignment based on the needs of the District and its students. If the issue of seniority is the deciding factor in the making of an assignment by the District, the seniority of equally qualified unit members shall be determined by Resolution #10-11-03.

Certificated Seniority list shall be posted.

ARTICLE 10: CLASS SIZE

When a class size exceeds thirty full time equivalent students, or a combination class exceeds twenty-six full time equivalent students for twenty consecutive instructional days, the District and the Association shall meet to mutually develop and implement a practical solution.

ARTICLE 11: CURRICULUM

The Association has the right to consult with the District on the definition of educational goals and objectives, the determination of the content of course and curriculum, and the selection of textbooks, equipment and other instructional materials.

ARTICLE 12: SALARIES

12.1 SALARY SCHEDULE

Effective July 1, 2010, unit members shall be paid pursuant to the salary schedule set forth in Attachment "B".

A continuously employed unit member who provides paid service for less than the full work year or full work day, as defined in this Agreement, or a combination thereof, shall receive a pro-rated salary equal to the percentage of the full work year and/or work day as the part-time unit member provides paid service, in accordance with the terms of the unit member's part-time employment agreement with the District.

12.2 INITIAL PLACEMENT

A unit member's vertical step placement on the schedule shall be based upon one step for each full year of credited employment, up to the maximum number of steps in his/her column placement.

Employees with a preliminary teaching credential may not move to step three until they obtain a clear teaching credential.

12.2.1 Unit members may be given credit on a year-for-year basis up to a maximum for five years (with maximum placement on step six) of previous teaching experience, subject to the following criteria:

12.2.1.1 The previous teaching was full-time for at least one hundred thirty-five days per school year.

12.2.1.2 The previous teaching occurred at a public or accredited private school in the United States or an accredited Department of Defense school within ten years immediately prior to initial placement.

12.2.1.3 The previous teaching occurred after receipt of a California clear credential (or its equivalent from another state).

12.2.1.4 The experience shall be verified to the satisfaction of the District.

12.3 STEP ADVANCEMENT

In the year following initial placement, and thereafter, a unit member shall advance one step downward in the appropriate column for each additional full year of employment by the District until he/she reaches the bottom of that column, at which time there shall be no further step increases until the unit member advances to the next column with step increases equal to or greater than the total number of the unit member's years of credited employment by the District.

12.4 COLUMN ADVANCEMENT

Unit members may advance from their existing class (column) to the appropriate class (column) of the salary schedule in the year following the completion of the required units.

12.4.1 Credit for salary schedule column placement and advancement may be granted for satisfactory completion of courses taken after the completion of the Bachelor's Degree that are in the unit member's major or minor or are directly related to his/her classroom teaching. Credit will not be granted for courses that duplicate or repeat previous courses taken by the unit member.

12.4.2 A unit member must inform the Superintendent/Principal in writing on the District form (see Attachment "C") of the intent to qualify for a column change no later than May 1st of the prior school year. Written confirmation for the completion of the work (grade cards or transcripts) must be submitted to the Superintendent/Principal no later than September 1st. If grade cards or transcripts are not available by September 1st, written confirmation from the instructor of successful completion of the course shall be submitted: transcripts shall be subsequently submitted as soon as possible.

12.4.3 A unit shall be one semester of credit granted by an accredited college or university. Quarter units will be credited as two-thirds (2/3) of one semester unit.

12.4.4 Units credited must be approved in advance no later than May 31st, by the Superintendent/Principal. The unit member shall submit the District form (see Attachment "D") to the Superintendent/Principal or designee, who shall approve or deny the requested course within ten (10) business days. However, the Superintendent/Principal or designee shall approve or deny requests for courses announced after May 20th, within five business days.

12.4.5 Professional advancement work undertaken during duty hours, for which the District provides substitutes or pays registration fees and/or participation costs, will not be counted for salary schedule advancement purposes.

12.5 SALARY DETERMINATION

By October 1 of each school year, the District shall distribute to each member a Placement Status Confirmation form that reflects the unit member's status as of the beginning of the new school year for the following categories: Step and Column placement (which shall be subject to change resulting from pending or anticipated negotiations), accrued sick leave (including credit for the current year's sick leave), credited units towards column advancement and credential and inoculation status. (See Article 14, Section 14.1.3).

12.6 PAYMENT

The District shall instruct the Tehama County Department of Education to pay the annual salaries set forth in this Agreement in eleven or twelve equal installments. Payments shall occur on the last workday of the month with the exception of June and July which will be paid on the last week day of the month. A completed check out sheet is required to be turned in on the last working day of June for June check to be authorized. There is an understanding that payroll is prepared by the Tehama County Department of Education and occasionally their calendar may be one day off of the last working day of the month.

12.6.1 Extra duty pay will be on the following months regular paycheck.

12.6.2 A unit member may authorize voluntary deductions from his or her salary, as may be permitted by the District or County Schools Office. Voluntary deductions must be initialed in writing by the unit member and shall remain in affect continuously until the unit member delivers written notice to the District withdrawing the authorization for particular deduction.

12.7 EXTRA DUTY PARTICIPATION

Unit member participation in extra duty and coaching assignments shall be voluntary. All extra duty and coaching assignments of the type customarily performed by a certificated employee of a school district shall first be offered in the following order: Certificated, then Classified, then non-staff (ie: parents or community volunteers).

12.8 EXTRA DUTY COMPENSATION

Effective July 1, 2021, unit members who are assigned by the District to perform the following extra duty and coaching assignments shall be paid as follows:

Volleyball	\$900
Soccer	\$700
Basketball (girls)	\$1200
Basketball (boys)	\$1200
Softball	\$900
Student Council	\$1000
8th Grade	\$800
Lead Teacher	\$1500
Yearbook Advisor	\$800
PBIS	\$3000 (split between team members)
State Testing Coordinator	\$500
Curriculum Coordinator	\$1200
Technology Coordinator	\$500
New Teacher Mentor	\$750

Activities requiring an overnight stay with students will pay \$100 per night.

12.9 COMPENSATORY TIME

A unit member who is (1) transferred involuntarily from one classroom to another classroom, or (2) reassigned involuntarily to another grade and/or subject during the school year or within two weeks prior to the first day for pupils AND who subsequently must work on off duty time to set up the new classroom or prepare for new assignment, will be granted one day of compensatory time off. The compensatory time must be approved in advance by the Superintendent/Principal.

12.10 MILEAGE REIMBURSEMENT

The District shall reimburse unit members at the rate per mile recognized by the Internal Revenue Service for the unit member's use of a personal vehicle in the performance of approved school business. To be eligible for such mileage reimbursement, an employee must follow District approval and claims procedures.

12.11 CREDENTIAL COMPENSATION

Any unit member who holds or obtains an additional credential beyond those required for the unit member's primary employment by the District that is deemed by the District to be of current or future benefit to the District, and who agree in writing to utilize the credential as directed by the District or to refund all sums paid hereunder, shall be paid an annual stipend of \$500.00.

ARTICLE 13: BENEFITS

13.1 HEALTH, DENTAL AND VISION

13.1.1 Effective July 1, 2021, the District shall provide a maximum monthly insurance premium contribution of \$980.33 (for each of the 12 monthly pay periods) for each full-time unit member. (This contribution is pursuant to the negotiated certificated compensation package for 2020-21 based upon the Association's allocation of this package to the District's insurance premium

contribution.) Said premium contribution shall be applied to the following coverages:

- A. Available medical insurance plans provided through the SISC for eligible employees and covered dependents.
- B. The existing dental insurance coverage for eligible employees and covered dependents.
- C. The existing vision coverage for eligible employees and covered dependents.

13.1.2 Part-time unit members are eligible to receive a pro-rated District premium contribution for each plan, as specified in 13.1.1. The proration of the District premium contribution shall be based upon the percentage of the full work year and/or workday as the part-time unit member provides paid service, in accordance with the terms of the employee's employment agreement with the District.

13.1.3 It is agreed and understood that the amount of premium for the above insurance plans not covered by the District premium contribution shall be borne by the employee by payroll deduction.

13.2 REPLACEMENT MEDICAL/DENTAL PLANS

The Association and District agree to establish an ongoing committee that may also include other District employees for the express purpose of determining the best and most effective medical and dental benefit package. Either party, upon written notice to the other, may call a meeting to begin the exploration and investigation process. Any change in benefits must be negotiated in accordance with Article 7 of this Agreement.

13.3 BENEFITS DURING LEAVE OF ABSENCE

Subject to the availability of medical and dental coverage through the District's medical and dental plan provider, a unit member on an authorized unpaid leave of absence may, at the unit member's sole expense, maintain his/her medical and dental plan coverage during the period of the leave. The unit member shall reimburse the District on a monthly basis for all medical/dental insurance premiums paid by the District on behalf of the unit member while on the unpaid leave of absence.

13.4 DURATION OF BENEFITS

Subject to a unit member meeting any eligibility requirements imposed by the District's medical or dental plan provider, a unit member employed on a full or part time basis shall be eligible to receive medical and dental insurance benefits paid for proportionally by the District, as herein provided, for each month that the unit member renders paid service and for the months between school years for those unit members continuing their employment by the District from one school year to the next.

13.4.1 An eligible unit member who terminates his or her employment by the District prior to the completion of a full school year of service shall be entitled to receive medical and dental benefits paid for proportionally by the District, as

herein provided, through the end of the month in which the unit member last rendered paid service and shall thereafter be entitled to all benefits required by the consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), if any, or as otherwise available, at the former unit member's own expense, directly from the District's plan providers.

13.4.2 However, a unit member who terminates his or her employment after completion of a full year of service shall be eligible to continue District paid medical, dental, and vision benefits for the months of July and August. Such District payment shall not be provided if the former unit member is eligible for medical, dental and vision insurance coverage provided by another employer. The former unit member must also reimburse the District for any medical, dental and vision insurance premium increases, which occur during the months of July and August.

ARTICLE 14: LEAVES

14.1 SICK LEAVE

14.1.1 PRIMARY SICK LEAVE: Full time unit members are entitled to ten (10) days of Sick Leave per full school year. Unit members who work less than full-time shall be entitled to accumulate and use Sick Leave for all such service at a rate that is in the proportion to the full-time entitlement as their part-time employment bears to full-time employment. Unused Sick Leave shall be carried over from school year to school year. (Education Code #44978)

During any calendar year, unit members are entitled to use up to six days of accumulated Sick Leave to attend to an illness of a child, parent or spouse or domestic partner (as defined by section 297 of the California Family Code) of the employee. For purposes of this provision, a "child" is defined as a biological, foster or adopted child; a step child, a legal ward or a child of a person standing in loco parentis; a "parent" is defined as a biological, foster or adoptive parent; a step parent or a legal guardian.

14.1.2 TRANSFER OF SICK LEAVE: In addition to all Sick Leave entitlement that a unit member may accumulate within the District, the unit member shall also be entitled to all unused Sick Leave which that unit member may have accumulated while employed in a position requiring certification in another school district which has been transferred by the unit member to the District in accordance with the requirements of the Education code #44979.

14.1.3 ANNUAL STATEMENT OF AVAILABLE SICK LEAVE: The District shall provide each unit member with an accounting of the number of days of Sick Leave he/she has accumulated, plus the number of days to which the unit member is entitled for the current school year. An accounting of such days shall be provided to unit members by October 1st of each school year. (See Article 12.5)

14.1.4 DIFFERENTIAL PAID SICK LEAVE:

14.1.4.1 After all earned Sick Leave is exhausted; additional leave shall be available for a period not to exceed five school months.

14.1.4.2 An employee shall not be provided more than one five month period per each illness or accident, however, if a school year terminates before the five- month period is exhausted, the employee may take the balance of the five-month period in the subsequent school year.

14.1.4.3 The amount deducted during the leave shall be either (1) the amount actually paid a substitute employed to fill the position during the leave, or, if no substitute is employed, the amount that would have been paid to a substitute, or (2) fifty percent of the absent unit member's salary, whichever amount is greater. The District shall make every reasonable effort to secure the services of a substitute employee.

14.1.5 PREGNANCY DISABILITY LEAVE: In order to comply with the requirement of Education Code #44965 that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury, or disability, a unit member may use accumulated Sick Leave and Differential Paid Sick Leave as set forth in this article for disabilities caused by or contributed to by pregnancy, miscarriage or childbirth and recovery there from. The length of such Disability Leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, shall be determined by the unit member and her physician.

14.1.6 NOTIFICATION-VERIFICATION: A unit member shall notify the Superintendent/Principal, or designee, as far in advance as possible of taking Sick Leave. A unit member who is absent from duty due to sickness shall, prior to the end of the student day of that absence, notify the Superintendent/Principal, or designee, of his/her intention to return to work on the following day. Failure to do so will result in the unit member paying the cost of any substitute employed to perform the unit member's duties due to the expected absence of the unit member.

14.1.7 PHYSICIAN'S VERIFICATION: The District may require a physician's verification of illness if a unit member has been on Sick Leave for more than five days. Unit members returning to work after surgery or a lengthy illness or injury will provide a doctor's release certifying the unit member is able to perform the usual and customary duties of his/her assignment.

14.2 BEREAVEMENT LEAVE

In accordance with the Education Code #44985, a unit member is entitled to a leave of absence, not to exceed three days, or five days if travel of more than 200 miles distance from the District is required, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of the unit member nor shall such leave be deducted from leave granted by other sections of this Agreement.

14.3 IMMEDIATE FAMILY DEFINED

Members of the immediate family, as used in this Agreement, means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse or domestic partner (as defined by section 297 of the California Family Code) of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member, or any relative living in the immediate household of the unit member.

14.4 PERSONAL NECESSITY LEAVE

In accordance with Education Code #44981, a unit member may use up to a maximum of seven days per year of accumulated Sick Leave for Personal Necessity Leave in cases of compelling personal reasons which require that the unit member be absent from duty during regular duty hours. Such leave will be taken in not less than half-day increments.

14.4.1 USE OF LEAVE: Personal Necessity Leave, to be charged against the unit member's accumulated Sick Leave, may be used as follows:

A unit member may use any unused days of Personal Necessity Leave in the case of: (a) the death or serious illness of a member of the unit member's immediate family, as defined above, or (b) an accident involving the unit member or his or her property, or the person or property of a member of his or her immediate family; or (c) for the serious illness or injury of someone that, although not a member of the unit member's immediate family, shares a relationship with the unit member of a nature that is the equivalent of the relationship typically shared by members of an immediate family, as defined above.

14.4.1.2 Subject to the following provisions, not more than three days of unused Personal Necessity Leave may be used at the discretion of the member who shall not be required to explain the reason.

- a. Such leave may be used for legitimate personal reasons that cannot be taken care of outside the workday.
- b. Such leave may not be used for concerted activity.
- c. Notice of such leave shall be provided as far in advance as possible. Except in the event of unforeseen circumstances, a unit member shall notify the District at least twenty-four (24) hours in advance.

14.4.1.3 Any other unused Personal Necessity Leave may be used with prior approval of the Superintendent/Principal.

14.4.2 PRIOR NOTICE (LEAVE TAKEN PURSUANT TO 14.4.1.1): In the case of the death or serious illness of a member of the unit member's immediate family, as defined above, or an accident involving the unit member or his or her property, or the person or property of a member of his or her immediate family, the unit member shall not be required to secure advance permission for the leave. In all other cases (with the exception of 14.4.1.2), any unused Personal Necessity Leave shall be used only with the prior approval of the Superintendent/Principal,

which shall not be granted for purposes of personal convenience, or for matters that can be attended to outside of regular working hours. The Superintendent/Principal shall have final discretion as to whether a particular request reflects true personal necessity. Personal Necessity Leave shall not be used for the extension of a holiday or vacation.

14.5 LEAVING EARLY COMING LATE

Unless a unit member has received prior approval from the Superintendent/Principal, a unit member who arrives on the school site less than 30 minutes before the start of school or leaves prior to their release time the end of their workday or the completion of a required staff meeting will be charged with the use of available Personal Necessity Leave at the rate of not less than one-half hour increments.

14.6 FAMILY CARE AND MEDICAL LEAVE (UNPAID)

Family Care and Medical Leaves may be granted to unit members in compliance with Federal and State law and Board Policy.

14.6.2 COMPENSATION

A Family Care and Medical Leave of absence shall be unpaid. However, a unit member granted a Family Care and Medical Leave because of the unit member's own serious health condition may substitute accrued Sick Leave (but not Differential Sick Leave) during the period of the leave but shall not be entitled to use Sick Leave during a period of Family Care and Medical Leave of absence provided by this section in connection with the birth or adoption of a child, or to care for a child, parent, or spouse or domestic partner (as defined by section 297 of the California Family Code) with a serious health condition, unless mutually agreed to by the unit member and the District.

14.6.3 TIMINIG OF LEAVE

If the unit member's need for a leave pursuant to this section is foreseeable, the unit member shall provide the District with reasonable advance notice of the need for the leave. If the unit member's need for leave pursuant to this section is foreseeable due to a planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District, subject to the approval of the health care provider of the individual requiring the treatment or supervision.

14.6.4 DOCUMENTATION

The District may require that a unit member's request for leave to care for a child, a spouse, or domestic partner (as defined by section 297 of the California Family Code) or a parent who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care. That certification shall be sufficient if it includes all of the following:

14.6.4.1 The date on which the serious health condition commenced;

14.6.4.2 The probable duration of the condition;

14.6.4.3 An estimate of the amount of time that the health care provider believes the unit member needs to care for the individual requiring the care.

14.6.4.4 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 individual requiring care.

14.6.4.4.1 Upon expiration of the time estimated by the health care provider, the District may require the unit member to obtain recertification, in accordance with the procedure provided above, if additional leave is required.

14.6.5 The District may require that a unit member's request for leave because of the unit member's own serious health condition be supported by a certification issued by his or her health care provider. That certification shall be sufficient if it includes all of the following:

14.6.5.1 The date on which the serious health condition commenced;

14.6.5.2 The probable duration of the condition;

14.6.5.3 A statement that, due to the serious health condition, the employee is unable to perform the function of his or her position.

14.6.5.3.1 The District may require that the unit member obtain subsequent recertification regarding the employee's serious health condition on a reasonable basis, in accordance with the procedure provided above, if additional leave is required.

14.6.5.3.2 In any case in which the District has reason to doubt the validity of the certification provided pursuant to this section, the District may require, at the District's expense, that the unit member obtain the opinion of a second health care provider designated or approved by the District, concerning any information certified above.

14.6.5.3.3 In any case in which the second opinion described above differs from the opinion in the original certification, the District may require, at the District's expense, that the unit member obtain the opinion of a third health care provider, designated or approved jointly by the District and the unit member, concerning the information certified under above.

14.6.5.3.4 The opinion of the third health care provider concerning the information certified above shall be considered to be final and shall be binding on the District and the unit member.

14.6.5.3.5 As a condition of a unit member's return from leave taken because of the unit member's own serious health condition, the

District may require that the unit member obtain certification from his or her health care provider that the unit member is able to resume work.

14.6.5.3.6 In any case in which both parents entitled to leave under this section are employed by the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents family care and medical leave totaling more than the amount specified in this section.

14.7 INDUSTRIAL ILLNESS OR ACCIDENT LEAVE

In accordance with the requirements of Education Code #44984, a unit member shall be entitled to an Industrial Accident and Illness Leave of absence of up to 60 days during which the school of the District is required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident, subject of the following:

14.7.1 Allowable leave shall not be accumulated from year to year.

14.7.2 Industrial Accident or Illness Leave shall commence on the first day of absence.

14.7.3 When a unit member is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary. The phrase "full salary" as utilized in this subdivision shall be computed so that it shall not be less than the unit member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

14.7.4 Industrial Accident or Illness Leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

14.7.5 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 him/her for the same illness.

14.7.6 Upon termination of the Industrial Accident or Illness Leave, the unit member shall be entitled to the benefits provided in the Education Code #44977, #44978 and #44983, and for the purposes of each of these sections, his/her absence 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 indemnity, he/she may elect to take as much of his/her accumulated Sick Leave that, when added to his/her

temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

14.7.7 During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the member's salary and shall deduct normal retirement, other authorized contributions and temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.

14.7.8 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain in the State of California unless the District authorizes travel outside the state.

14.8 OTHER LEAVE OF ABSENCE

The District shall grant a unit member such additional leaves of absence in the manner and as required by state or federal law, or as agreed to by the District and the unit member.

14.9 SENIORITY UPON RETURN FROM UNPAID LEAVE

The period of time during which a unit member is on an unpaid leave of absence shall not be included in computing a unit member's seniority for any purpose.

14.10 CATASTROPHIC LEAVE

Catastrophic Leave shall be defined as an illness or injury that is expected to incapacitate the employee, or their immediate family member, for an extended period of time. Such incapacity must require that the employee take time off from work for an extended period of time or take off time to care for a family member, and taking such time off creates a financial hardship for the employee because he/she has exhausted all accumulated Sick Leave and all other paid leaves.

A "member of the employee's immediate family" is limited to spouse, child, mother, father, or individual over which the employee has legal guardianship.

To utilize Catastrophic Leave, the employee shall apply to the Human Resources Department by providing a written letter and medical verification of their (or their immediate family member's) catastrophic, long-term illness, or disability. If the employee is unable to provide a letter, a family member or an RCTA representative may serve as an alternate. The employee shall also submit a copy of the request to the Reeds Creek Teachers Association (RCTA).

The maximum amount of Catastrophic Illness Leave shall not exceed twelve (12) consecutive calendar months, or the maximum number of days donated pursuant to this section, whichever is less.

To be eligible for Catastrophic Leave, the employee shall have exhausted all accrued plus advanced sick leave, including differential paid leave under Cal. Ed. Code 44977.

Only employees with fifteen (15) or more days of accumulated (not advanced) sick leave shall be permitted to donate days toward Catastrophic leave. The donor must also maintain a sick leave balance of at least fifteen (15) days after making the donation.

Each eligible employee may donate a maximum of ten (10) days of accumulated sick leave for each request by an employee approved for Catastrophic Leave. Within three (3) work days of receipt of the request for Catastrophic Leave, the Human Resources Department shall distribute a communication to all certified staff, including the name of the individual requesting leave.

Certificated employees seeking to donate sick leave shall advise the Human Resources Department in writing within two (2) weeks of the distribution of the Catastrophic Leave request.

The Human Resources Department shall confirm eligibility for all individuals who wish to donate sick leave. The sick leave transfer shall be effective within five (5) work days of the deadline for filing donation.

Donated sick leave days shall be utilized on a one (1) day basis per employee donating. If one day has been utilized from all donors, then a second day shall be utilized. The employee with the most accumulated sick leave days shall be the first donor, the employee with second most accumulated days shall be the second donor, etc.

Unused donated days shall be credited back to the donor. Catastrophic leave under this section shall not be subject to the grievance procedure.

ARTICLE 15: EVALUATION

15.1 OBJECTIVE

It is understood and agreed by the parties that the principal objective is to maintain and improve the quality of education in the District. It is further understood and agreed that this objective can be more readily achieved by a manifest willingness on the part of the District to assist all certificated unit members, but especially less experienced unit members, in improving their professional skills. The District accepts as a fundamental premise for a successful evaluation program, the necessity for mutual respect and confidence to exist between the evaluator and those evaluated. The evaluation process and forms shall not be used as retaliation or as a substitute for discipline.

15.2 CRITERIA

The evaluation of certificated unit members is based on the adopted California Standards for the Teaching Profession (CSTP) in place at the beginning of the school (see attachment G). These Standards are also part of the District's Teacher Induction Program. An important component of each of these is the understanding that all professionals grow and develop. It is, therefore, expected that all final evaluations

should contain individual and personalized suggestions for continued professional development.

15.3 PROCESS

A. This process will be used to evaluate all certificated unit members.

1. Permanent unit members will be evaluated once every two to three years or the first year in a new assignment. Permanent unit members who receive a "Does Not Meet CSTP" or a least two "Progressing Towards CSTP" ratings on their evaluation may be evaluated in the subsequent year. The formal evaluation of a permanent unit member may be deferred to third year by mutual agreement with their site administrator. If so, the "once-every-two-year cycle" specified in this paragraph will start over.
2. Probationary unit members will be evaluated at least once a year.
3. Temporary unit members will be evaluated at least once a year.
4. At the request of the Association, the timeline for a grievance dealing with a unit member's evaluation will continue from the end of the period of service in which the evaluation was received, until the beginning of the following period of service.
5. "Evidence" shall be the measure supporting a rating by an evaluator of a unit member on the approved observation and evaluation forms and from the items listed in 15.3 (d) and other objective measures of assessment that relate to the CSTP Standard being observed or evaluated.

B. Unit members will be evaluated upon the current Standards on the form "Certificated Personnel Evaluation Form" (attachment H). All certificated unit members will be provided with copies of the CSTP, California Standards for the Teaching Profession (most recent edition), which provides detailed information regarding the components of each Standard.

C. At least two (2) formal observations, one scheduled, and the other may be scheduled or unscheduled, will be held during a unit member's evaluation year to observe unit members using only the California Standards for Teaching (CSTP) Form (attachment G). These formal observations will be at least twenty-five (25) minutes in length. These formal observations may take place any time a certificated unit member is performing within the scope of his/her classroom duties. The number, frequency and duration of observations may vary with the requirements imposed by the type of class, the needs of the teacher, and individual situation. Formal observations may be preceded by a pre-conference and must be followed with a post-conference between the unit member and the evaluator.

D. The authorized components of data to validate the CSTP include formal classroom observation and:

1. Observations of less than twenty-five (25) minutes
2. Classroom walk-through
3. Lesson plans as designed by the classroom teacher
4. Observation of report cards and progress reports
5. Records of professional development activities as provided by the teacher (such documentation shall be a part of the evaluation of Standard 6).

Standardized test scores shall not be used as evaluation data unless they are specifically included in the adopted California Standards for Teaching (CSTP). Statutory changes will be negotiated pursuant to Article 7 & 7.8.

- E. Following each formal observation, the administrator and the unit member will meet within two (2) workdays and discuss the observation. The unit member will then receive written feedback from the administrator no later than ten (10) workdays following the formal observation. The unit member shall have the right to comment and have those comments affixed to the said observation report. Additionally, the administrator and the unit member may mutually agree to add or modify comments to the observation form at the time of the post-observation conference.

The unit member will receive a written final evaluation report from the evaluator no less than five (5) workdays prior to the unit member/evaluator conference. A final evaluation report in writing and unit member/evaluator conference will be held at least forty (40) workdays prior to the last workday of the unit member in the school year in which the evaluation took place. In completing the final report, the evaluator will consider the overall performance in all the Standards.

- F. The Superintendent/Principal will have the primary responsibility for observations and filing of observation reports. If someone other than the Superintendent/Principal is to be the evaluator, the unit member to be evaluated shall be notified regarding their evaluation/evaluator prior to October 1. All evaluators shall be Board Certified. No unit member shall evaluate another unit member.

15.4 TIMELINE

A. Permanent Unit Member

1. Initial conferences for permanent unit members for evaluation shall be held prior to October 1. No formal observation shall be conducted in the two (2) weeks after the initial conference.

Permanent unit members will be evaluated on at least three (3) CSTP Standards. Unit member will choose one standard. Documentation, provided by the permanent unit member to include, but not be limited to, that mentioned in 15.3 (d) (5), shall be part of the evaluation of Standard Six (6) "Developing as a Professional Educator."

2. There must be no less than four (4) weeks between an observation post-conference and the next formal observation.
3. There must be no less than four (4) weeks between the last post observation conference and the final evaluation conference. The final written evaluation shall be received no less than five (5) work days before the evaluation conference.
4. The final evaluation conference must be held no later than forty (40) days prior to end of the unit member's work year to discuss the content of the evaluation form. In the event the unit member disputes the content, the unit member may prepare a written statement that shall be attached and incorporated into the final evaluation. Each unit member shall receive a copy of his/her evaluation.

B. Probationary/Temporary Unit Members

1. Initial conferences for probationary/temporary unit members for evaluation shall be held prior to October 1. No formal observation shall be conducted in the two (2) weeks after the initial conference.
 - i. Probationary and temporary unit members will be evaluated on all six (6) CSTP Standards. Documentation provided by the unit member (probationary, temporary or permanent) to include, but not be limited to, that mentioned in 15.3 (d) (5), shall be a part of the evaluation of Standard Six (6).
2. There must be no less than four (4) weeks between a post observation conference and the next formal evaluation conference.
3. There must be no less than four (4) weeks between the last post observation conference and the final evaluation conference. The final written evaluation shall be received no less than five (5) work days before the evaluation conference.
4. The final evaluation conference must be held no later than forty (40) days prior to the end of the work year to discuss the content of the evaluation form. In the event the unit member disputes the content, the unit member may prepare a written statement that shall be attached and incorporated into the final evaluation. Each unit member shall receive a copy of his/her evaluation.

15.5 REFERRALS

Using the CSTP Standards, unit members of permanent status shall be referred to an Individualized Needs Improvement Plan (INIP) as listed below. This written Individualized Needs Improvement Plan will be developed by the superintendent/principal and the unit member.

- A. Zero (0) or one (1) "Unsatisfactory" ratings on the Standards shall result in no referral to the Individualized Needs Improvement Plan.
- B. Two (2) or three (3) "Unsatisfactory" ratings in the Standards may result in a referral to the Individualized Needs Improvement Plan. If in the next consecutive evaluation, the unit member receives fewer than two (2) "Does Not Meet CSTP" ratings there shall be no referral to INIP.
- C. Four (4) or more "Unsatisfactory" ratings on the Standards shall result in mandatory referral to and participation in an Individualized Needs Improvement Plan. If the next consecutive evaluation, the unit member receives fewer than two (2) "Does Not Meet CSTP" ratings there shall be no referral to INIP.
- D. "Unsatisfactory" Evaluation Rating For a unit member to receive a rating on a Standard, at least three (3) of the elements in that Standard must be marked based on validating evidence.

ARTICLE 16: PERSONNEL FILES

16.1 LOCATION OF FILES

There shall be a single personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District. The contents of all personnel files shall be kept in the strictest confidence.

16.2 MATERIALS IN THE PERSONNEL FILE

Materials in the personnel file of a unit member, except as noted below, shall be made available for inspection by the unit member involved. Upon written authorization by the unit member, a unit representative may review the unit member's file or accompany the unit member in his/her review of the file. Material that shall be excluded from inspection shall be limited to ratings, reports and records that were:

16.2.1 Obtained prior to the employment of the unit member involved; and

16.2.2 Prepared by identifiable hiring committee members.

16.3 RIGHT TO INSPECT

Unit members shall have the right to inspect his/her personnel file on off-duty hours during normal business hours at the District office. A unit member shall also have the right to obtain a copy of personnel file materials, upon request.

16.4 INFORMATION OF A DEROGATORY NATURE

Information of a derogatory nature, except material excluded in accordance with Section 16.2 above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

16.5 MATERIAL TO BE DATED AND SIGNED

All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.

16.6 ACCESS TO PERSONNEL FILES

Access to a unit member's personnel file shall be limited to a "need to know" basis. Access authorization must be obtained from the unit member or the Superintendent/Principal. The District shall keep a log indicating the persons who have examined personnel files, as well as the dates such examinations were made. Such log shall be available for examination by the unit member or his/her authorized representative.

ARTICLE 17: GRIEVANCE PROCEDURES

17.1 PREAMBLE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may from time to time arise affecting the terms of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

17.2 DEFINITIONS

17.2.1 GRIEVANCE: A "grievance" is a claim by the Association or by one or more unit members that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

17.2.2 GRIEVANT: A "grievant" is a unit member or the Association who has filed a grievance.

17.2.3 WORKDAY: A "workday" is any day in which a unit member is required to be present at school in accordance with the calendar then in effect.

17.3 TIME FRAME

17.3.1 The time limits provided for at each level of the following grievance procedure shall begin the day following receipt of the grievance, grievance appeal, or written decision.

17.3.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended or reduced by mutual agreement.

17.3.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps in the grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved unit member, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

17.4 PROCEDURE

17.4.1 LEVEL ONE: Initially, the possible grievant shall meet with his/her immediate supervisor and attempt to resolve the issues involved in a possible grievance. This meeting shall be required no later than ten workdays after the grievant knew of, or with the use of reasonable diligence should have known of, the event or circumstances causing the grievance. The grievant may meet with his/her immediate supervisor without the intervention of the Association, as long as the resolution reached is not inconsistent with the terms of this Agreement. Any grievant meeting with his/her supervisor shall indicate whether or not this meeting shall constitute a grievance meeting. Either party may have a representative or witness at this meeting.

17.4.2 LEVEL TWO: If the informal discussion does not resolve the issues to the satisfaction of the grievant, the grievant may file a formal grievance within ten workdays of the informal discussion provided for at level one. A formal grievance shall be initiated, in writing, on a form prescribed by this Agreement, and shall be filed with the Superintendent/Principal and the president of the Association. (See Attachment "E")

Within five workdays of the filing of the formal grievance, the grievant and the Superintendent/Principal shall meet to review the grievance. Either party may have a representative or witness present.

Within ten workdays after the filing of the formal grievance, the Superintendent/Principal shall investigate the grievance and give his/her immediate decision, in writing, to the grievant with a copy to the Association.

17.4.3 LEVEL THREE: 17.4.3.1 If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no written decision has been rendered within ten workdays after the filing of the formal grievance, the unit member may, within ten workdays thereafter, appeal the decision, in writing, to the Governing Board by filing the appeal with the Superintendent/Principal.

17.4.3.2 The appeal shall include a copy of the original grievance, the decision rendered at Level Two, the name of the Grievant's

representative, if any, and a clear, concise statement of the reasons for the appeal.

17.4.3.3 Unless otherwise agreed by the parties, the Board shall conduct an appeal hearing not later than its next regularly scheduled board meeting that occurs ten or more workdays after the filing of the appeal and shall render its decision, in writing, within ten workdays of the hearing.

17.4.3.4 To the fullest extent permitted by law, all grievance appeal procedures, including hearings, Board deliberations and decisions, shall be conducted by the Board in closed session.

17.4.4 LEVEL FOUR ARBITRATION: If the grievant is not satisfied with the disposition of his/her or its grievance at Level Three, or if no written decision has been rendered within the time specified above, the grievant, may, within ten workdays of the issuance of the decision, if rendered, or within ten workdays of the last day that the Board was required to render its decision, with the concurrence of the Association, request non-binding arbitration of the dispute. The request shall be in writing and addressed to the Superintendent/Principal.

17.4.4.1 An impartial arbitrator shall be selected jointly by the Association and the District within ten workdays of receipt of the written request. In the event that the parties cannot agree, the State Conciliation Service shall be requested to supply a panel of five names. Alternate names shall be stricken until only one remains unless both parties agree to reject the entire list and request a new list.

17.4.4.2 The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally by the District and the Association. Any additional expenses shall be borne by the party incurring such expenses.

17.4.4.3 The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit his/her decision to the application and interpretation of its provisions. Any financial reimbursement recommended by the arbitrator shall be based on the terms of this Agreement. If any question arises as to the arbitrability of the grievance, the arbitrator will rule upon such questions only after he/she has had an opportunity to hear the merits of the grievance.

17.4.4.4 After hearing the evidence, the arbitrator shall submit his/her findings, conclusions, and recommendations, in writing, to the Board with a copy to the grievant and the Association. If the Governing Board is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence.

17.4.4.5 The Board shall consider the decision of the arbitrator and render its decision on the appeal not later than the second regularly scheduled meeting after the filing of the arbitrator's decision and shall furnish all

parties at interest with a copy of its decision, in writing. The decision of the Governing Board shall be final and binding unless modified or overruled by a court of competent jurisdiction.

17.5 MISCELLANEOUS

17.5.1 NO REPRISALS: Inasmuch as dissatisfactions and disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably upon a Grievant's good standing, performance, or loyalty. No reprisals of any kind will be taken by the Superintendent/Principal or by any member or representative of the administration or the Board against any grievant or any other participant in the grievance procedure by reason of such participation.

17.5.2 REPRESENTATION: The District and the grievant may solicit the advice of counsel and may be represented by their Association, counsel, or a representative of their choice. If a unit member presents a grievance on his/her own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response. No resolution of a grievance shall be inconsistent with the terms of the contract.

17.5.3 GRIEVANCE FILE: All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

17.5.4 FORMS: Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent/Principal and the Association so as to facilitate operation of the grievance procedure. (See Attachment "E")

17.5.5 GENERAL:

17.5.5.1 The Association, either on its own behalf or on behalf of the affected unit member, may initiate a grievance, which affects more than one unit member.

17.5.5.2 Upon the mutual agreement of the Association and the District, a grievance may be taken directly to arbitration.

17.5.5.3 A unit member alleging a grievance may be represented at all stages of the grievance procedure by a designated Association representative.

17.5.5.4 Necessary participation by unit members during the arbitrator's conduct of arbitration proceedings shall be without loss of compensation.

ARTICLE 18: PUBLIC CHARGES

In order to promote fair and constructive communication, the following procedures shall govern the resolution of complaints made by members of the general public against unit members. Every effort should be made to resolve a complaint at the earliest possible stage, with the highest-level confidentiality that the situation permits. Complaints concerning a unit member should be made directly by the complainant to the unit member against whom the complaint is lodged. Parents/guardians are encouraged to attempt to orally resolve concerns with the unit member personally.

If the complaint is not resolved this level, the complainant may submit the complaint in writing to the Superintendent/Principal. When necessary, District administration shall assist in the preparation of the written complaint so as to meet the requirement of this Article. The administrative staff shall inform the complainant that such assistance is available if he/she is unable to prepare the written complaint without help. If no written complaint is received, the matter shall be dropped.

A written complaint must include the name of each District employee involved and a brief but specific summary of the complaint and the facts surrounding it. It must also include a specific description of a prior attempt to discuss the complaint with the unit member involved and the failure to resolve the matter.

The Superintendent/Principal is responsible for investigating complaints and will attempt to resolve the complaint to the satisfaction of the persons involved. If the complaint is resolved, the Superintendent/Principal will so advise all concerned parties.

If the complaint remains unresolved, complainants should consider and accept the Superintendent/Principal's decision as final. However, the complainant, the unit member or the Superintendent/Principal may ask to address the Governing Board regarding the complaint. The Superintendent/Principal shall provide a report and analysis of the situation to the Board.

All written complaints regarding unit members shall be initially filed with the Superintendent/Principal.

No party to complaint may address the Board, either in closed or open session, unless the Board has received the Superintendent/Principal's written report concerning the complaint. The Superintendent or designee's report shall contain, but not be limited to:

- A. The name of each District employee involved;
- B. A brief but specific summary of the complaint and the facts surround it, sufficient to inform the Board and the unit member as to the precise nature of the complaint and to allow the unit member to prepare a defense.
- C. A copy of the signed original complaint; and

- D. A summary of the action taken by the Superintendent/Principal, with his/her specific finding that disposition of the case at the Superintendent/Principal's level has not been possible, and the reasons why.

All parties to a complaint, including the school administration, may be asked to attend a Board meeting or part of such meeting for the purpose of presenting all available evidence and allowing every opportunity for explaining and clarifying the issue.

Complaints concerning a unit member shall be addressed in a closed session of the Board unless the employee requests that the issue be addressed in open session. The decision of the Board following the hearing shall be final.

In accordance with Government Code #54957, as a condition to holding a closed session on specific complaints or charges brought against a unit member by another person or employee, the unit member shall be given written notice of his or her right to have complaints or charges heard in an open session rather than a closed session, which notice shall be delivered to the unit member personally or by mail at least 24 hours before the time for holding the session. If notice is not given, any disciplinary or other action taken by the Board against the unit member based on the specific complaints or charges in the closed session shall be null and void.

ARTICLE 19: EFFECT OF AGREEMENT

19.1 FREEDOM OF CONTRACT

The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation or other limitation, the right and opportunity to make demands and proposals or counter proposals with respect to any matter within the scope of representation, and that the understandings and agreements derived after the exercise of the right and opportunity are set forth herein.

19.2 ENTIRE AND ONLY AGREEMENT

During the term of this Agreement, this Agreement shall constitute the sole and only Agreement between the parties with respect to all items within the scope of representation. All matters or subjects within the scope of representation have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement such that existing District policies, rules, regulations, practices and procedures which are consistent with, or not otherwise covered by, this Agreement, shall remain in full force and effect. This Agreement supersedes and terminates those District policies, rules, regulations practices and procedures, whether oral or written, that are inconsistent with any matter covered herein.

19.3 SEVERABILITY

The provisions of this Agreement are declared to be severable, and if any section, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part.

19.4 HEADINGS

The headings of the articles and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

19.5 INTERPRETATION

The provisions of this Agreement shall not be interpreted or applied in a manner that is arbitrary, capricious or discriminatory. Rules that are designed to implement this Agreement shall be uniform in application and effect.

19.6 NON-DISCRIMINATION

The District shall not discriminate against any unit member on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, age, membership in an employee organization or participation in the activities of any employee organization.

19.7 WAIVER

The waiver by either party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

ARTICLE 20: ORGANIZATIONAL SECURITY

20.1 EMPLOYEE RIGHTS

The District and Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations.

20.2 DUES DEDUCTION

20.2.1 The Association has the sole and exclusive right to have membership dues deducted by the District for unit members.

20.2.2 Upon receiving the required Union Application Information from employees whom elect to be a part of the Union, the District shall deduct from the pay of Association members and pay to the Association the sum equal to the normal and regular monthly Association membership dues.

20.2.3 Deductions will be made only upon the filing with the District, by the employee, of a signed revocable authorization. Employees have the right to revoke their dues deduction authorization at any time.

- A. The District shall notify the Association if any member revokes their dues deduction authorization.
- B. The District shall not be obligated to put into effect any new, changed or discontinued dues deduction until the pay period commencing no less than thirty (30) calendar days after submission of the form to the designated representative of the District.

SIGNATURE PAGE

Signatures of the parties to the Agreement between the Reeds Creek School District and the Reeds Creek Teachers Association CTA/NEA for the period July 1, 2021, through June 30, 2024.

REEDS CREEK SCHOOL DISTRICT		REEDS CREEK TEACHERS ASSOCIATION
Board of Trustees President		Reeds Creek CTA/NEA President
Superintendent/Principal		Bargaining Team Member

ATTACHMENT LISTING

TO THE REEDS CREEK SCHOOL CERTIFICATED CONTRACT

ATTACHMENT A

School Calendar (Article 7.7)

ATTACHMENT B

Salary Schedule (Article 12.1)

ATTACHMENT C

Notification of Salary Schedule Column Advancement Form (Article 12.4.2)

ATTACHMENT D

Application for Approval of Column Advance Credit Form (Article 12.4.4)

ATTACHMENT E

Grievance Form (Article 17)

ATTACHMENT F

Salary Reduction Agreement Form (Article 4.6)

ATTACHMENT G

Certificated Evaluation Forms (Article 15.2)

ATTACHMENT H

Certificated Personnel Observation Form (Article 15.3)

ATTACHMENT A

REEDS CREEK SCHOOL CALENDAR 2021-2022

JULY 2021				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

School hours: 8:15am - 3:00 pm
Min. Days All Students out at 1:00 pm
*Release times: TK @ 1:00
K/1st/2nd @ 2:45 pm, 3rd/4th @ 2:50pm
5th/6th @ 2:55 pm, 7th/8th @ 3:00 pm

School Start/End: Aug 11/Jun 2

AUGUST 2021				
M	T	W	T	F
2	3	4	5	6
9	10	11#	12	13
16#	17	18	19	20
23#	24	25	26	27
30#	31			

4 Minimum Days (15/15)

SEPTEMBER 2021				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13#	14	15	16	17
20#	21#	22#	23#	24*
27#	28	29	30	

6 Minimum Days (21/36)

OCTOBER 2021				
M	T	W	T	F
				1
4#	5	6	7	8
11#	12	13	14	15
18#	19	20	21	22#
25#	26	27	28	29

5 Minimum Days (21/57)

NOVEMBER 2021				
M	T	W	T	F
1#	2	3	4	5
8#	9	10	11	12
15#	16	17	18	19
22	23	24	25	26
29#	30			

4 Minimum Days (16/73)

DECEMBER 2021				
M	T	W	T	F
		1	2	3
6#	7	8	9	10
13#	14	15	16	17#*
20	21	22	23	24
27	28	29	30	31

3 Minimum Days (13/86)

JANUARY 2022				
M	T	W	T	F
3	4	5	6	7
10#	11	12	13	14
17	18	19	20	21
24#	25	26	27	28
31#				

3 Minimum Days (19/105)

FEBRUARY 2022				
M	T	W	T	F
	1	2	3	4
7#	8	9	10	11
14#	15	16	17	18
21	22	23	24	25
28#				

3 Minimum Days (15/120)

MARCH 2022				
M	T	W	T	F
	1	2	3	4
7#	8	9	10	11
14#	15#	16#	17	18
21#	22	23	24	25
28#	29	30	31	

6 Minimum Days (23/143)

APRIL 2022				
M	T	W	T	F
				1
4#	5	6	7#	8*
11#	12	13	14	15
18	19	20	21	22
25#	26	27	28	29

4 Minimum Days (15/158)

MAY 2022				
M	T	W	T	F
2#	3	4	5	6
9#	10	11	12	13
16#	17	18	19	20
23#	24	25	26	27
30	31#			

5 Minimum Days (21/179)

JUNE 2022				
M	T	W	T	F
		1#	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
29	28	29	30	

1 Minimum Day (1/180)

STAFF WORK DAYS

Aug 9 & 10, Jan 3, June 2

HOLIDAYS & RECESSES

Sep 6: Labor Day
Nov 11: Veteran's Day
Nov 22-26: Thanksgiving Break
Dec 20-Jan 3: Winter Break
Jan 17: Martin Luther King Day
Feb 21-25: Presidents' Week
Apr 15-22: Spring Break
May 30: Memorial Day

PARENT CONFERENCES

Sep 20-23
Mar 14-16

TRIMESTER DATES

Trimester	1st	2nd	3rd
End Date	10/29	2/18	6/1
# Days	57	62	61
*Cinch Notice	9/24	12/17	4/8
Report Card	11/12	3/18	6/1

MINIMUM DAYS

Parent Conference Weeks
Back to School Night: Aug 10
Other Min. Days: Oct 22, Dec 17
Open House: Apr 7
Last Day of School: Jun 1

ADDITIONAL INFO

!!! NO SERRF DAY !!!! Jan 14
180 Instructional Days
184 Teacher/Staff Days
44 Minimum Days

Phone: (530) 527-6006
Fax: (530) 527-6849
www.reedscreek.org
18835 Johnson Rd, Red Bluff

ATTACHMENT B

REEDS CREEK ELEMENTARY SCHOOL DISTRICT Teacher Salary Schedule

Column	A	B	C	D	E
	BA+30	BA+42	BA+54	BA+60	BA+70
Row	Salary Rate	Salary Rate	Salary Rate	Salary Rate	Salary Rate
1	\$43,270	\$45,000	\$46,802	\$48,673	\$50,620
2	\$44,352	\$46,125	\$47,970	\$49,890	\$51,884
3	\$45,475	\$47,278	\$49,169	\$51,136	\$53,183
4	\$46,597	\$48,459	\$50,399	\$52,415	\$54,511
5	\$47,761	\$49,671	\$51,660	\$53,725	\$55,875
6	\$48,957	\$50,912	\$52,952	\$55,068	\$57,271
7	\$50,180	\$52,184	\$54,273	\$56,445	\$58,703
8	\$51,435	\$53,490	\$55,632	\$57,855	\$60,173
9	\$52,720	\$54,825	\$57,022	\$59,303	\$61,676
10	\$54,038	\$56,196	\$58,448	\$60,784	\$63,218
11	\$54,713	\$56,898	\$59,178	\$61,544	\$64,008
12	\$55,388	\$57,600	\$59,907	\$62,304	\$64,799
13	\$56,081	\$58,320	\$60,656	\$63,083	\$65,609
14	\$56,773	\$59,040	\$61,406	\$63,863	\$66,419
15	\$57,483	\$59,779	\$62,173	\$64,660	\$67,250
16	\$58,194	\$60,518	\$62,940	\$65,457	\$68,081
17	\$58,920	\$61,274	\$63,727	\$66,275	\$68,931
18	\$59,647	\$62,029	\$64,514	\$67,094	\$69,781
19	\$60,393	\$62,805	\$65,321	\$67,933	\$70,654
20	\$61,139	\$63,580	\$66,127	\$68,773	\$71,526
21	\$61,902	\$64,375	\$66,954	\$69,632	\$72,421
22	\$62,666	\$65,170	\$67,781	\$70,492	\$73,315
23	\$63,449	\$65,985	\$68,628	\$71,373	\$74,231
24	\$64,232	\$66,800	\$69,475	\$72,253	\$75,147

Includes 2% increase starting 7/1/2019.

Revised: 4/6/2020
Effective: 7/1/2019
Board Approved: 4/16/2020

ATTACHMENT C

REEDS CREEK SCHOOL DISTRICT

NOTIFICATION OF SALARY SCHEDULE COLUMN ADVANCEMENT

I, _____, a certificated teacher at Reeds Creek School, plan to advance on the salary schedule at the start of the next school year. I understand that I must notify the District Office by filing this form no later than May 1st of the prior school year.

I plan to move from Column: _____

To Column: _____

Certificated Staff Signature

Date Submitted

Superintendent/Principal Signature

Date Approved

Please maintain a copy of this form in your personal files and file a copy with the Secretary of the Reeds Creek Teachers Association.

ATTACHMENT D

REEDS CREEK SCHOOL DISTRICT

APPLICATION FOR APPROVAL OF COLUMN ADVANCEMENT CREDIT

I, _____, a certificated teacher at Reeds Creek School, plan to take the following course for credit toward movement on the salary schedule. I understand that I must file this Application no later than May 31st to receive credit for the next school year. I further understand I must satisfactorily complete the course and that the course must either be part of my major or minor or is directly related to my classroom teaching.

1. Name of Course: _____

2. Period of time course will be given: _____

3. A short description of the course: _____

4. College offering credit: _____

5. Number of units: _____

Certificated Staff Signature/Date: _____

Approval or Disapproval must be given within ten (10) working days of receiving the Application from the Certificated Staff Member, or within five (5) working days for a course announced after May 20th.

_____ Approval

_____ Disapproval (reason for disapproval must be stated for Certificated Staff Member)

Signature of Superintendent/Principal

Date

Cc: Employee's Personal file and with the Secretary of the Reeds Creek Teachers Association

ATTACHMENT E

REEDS CREEK SCHOOL DISTRICT

GRIEVANCE FORM

Grievance Number: _____

Date Filed: _____

Name of Grievant: _____

Assignment: _____

LEVEL TWO (see 17.4.2 of contract)

Distribution of Form:

1. Superintendent/Principal (submit in duplicate)
2. Association
3. Association member (grievant)

A. Date Grievance Occurred: _____

B1: Statement of Grievance: Define what contract article Grievant alleges has been violated. (use additional paper if necessary)

B2: Relief Sought: (use additional paper if necessary)

C. Disposition by Superintendent/Principal: (use additional paper if necessary)

Signature of Superintendent/Principal: _____ Date: _____

_____ I concur with disposition at this step.

_____ I wish to advance to next level.

Signature of Grievant: _____ Date: _____

ATTACHMENT E

REEDS CREEK SCHOOL DISTRICT

GRIEVANCE FORM

LEVEL THREE (see 17.4.3 of contract)

A. Date appeal of decision in LEVEL TWO sent to Reeds Creek School Board: _____

B. Reasons for appeal by grievant and/or Association: (attach to copy of original grievance, decision rendered at LEVEL TWO, and the name of the Grievant's representative, if any). Use additional paper if necessary.

Signature of Grievant: _____ Date: _____

C. Disposition of School Board: (use additional paper if necessary).

Signature of School Board: _____ Date: _____

_____ I concur with disposition at this step.

_____ I wish to advance to next level.

Signature of Grievant: _____ Date: _____

ATTACHMENT E

REEDS CREEK SCHOOL DISTRICT

GRIEVANCE FORM

LEVEL FOUR (see 17.4.4 of contract)

A. Date submitted to Arbitration: _____

B. Position of Grievant and/or Association: (use additional paper if necessary).

C. Disposition and/or Award Arbitrator: (see attached).

D. Disposition of Reeds Creek School Board (use additional paper if necessary).

Signature of School Board: _____ Date: _____

ATTACHMENT F

REEDS CREEK SCHOOL DISTRICT

SALARY REDUCTION AGREEMENT FORM

For §403(b)U) and §403(b)(7) Programs

IMPORTANT NOTICE

Before you sign: Read the important information on page three of this form. Each employee who initiates or changes contributions to a 403(b) program shall, at such time, provide the employer with a copy of his or her maximum annual contribution (MAC) as calculated by the employee's chosen annuity or custodial account provider or any other party acceptable to employer. A maximum annual contribution (MAC) shall be required annually, with changes in salary, and at any time an employee initiates or changes contributions. The required annual MAC shall be provided to the employer by the employer's due date for the January payroll of the calendar year that it covers. Any MAC's required as a result of changes in salary or contribution shall be provided to the employer by the employer's due date for the month in which the salary or contribution change shall take effect.

PART 1: EMPLOYEE INFORMATION

Employee Name: _____ Social Security No.: _____

Employee Address: _____

PART 2: CONTRIBUTION INFORMATION (see all that apply)

Initiate new salary reduction: Please deduct the amount of \$_____ or _____% per pay.

Change salary reduction: This is notification to change the amount of my TSA salary reduction from \$_____ or _____% to \$_____ or _____%..

Change service provider: This is notification to change my service provider (indicate amounts in Part 3) from _____ to _____.

Discontinue salary reduction: Please discontinue my TSA salary reduction with the following service provider:

Employee is utilizing catch-up provision/special elections: strongly encouraged to have a maximum annual contribution (MAC) calculation performed by the chosen service provider.

PART 3: EMPLOYEE SIGNATURE

I certify that I have read this complete agreement and that my salary reductions do not exceed contribution limits as determined by applicable law. I understand my responsibilities as an employee under this program, and I request that employer take the action specified in this agreement. I understand that all rights under the annuity or custodial account established by me under the program are enforceable solely by me, my beneficiary or my authorized representative.

Employee Signature: _____ Date: _____

FOR SALES AGENT/REPRESENTATIVE COMPLETION

PART 4: ACKNOWLEDGEMENT AND REPRESENTATION OF SALES AGENT/REPRESENTATIVE

I agree to comply with all pertinent written directives regarding the solicitation of Employees. I will provide a maximum annual contribution (MAC) calculation annually for each Employee, as well as with changes in salary, or when an employee initiates or changes contributions.

Furthermore, I agree to indemnify and hold harmless the Employer, the Tehama County Department of Education, any individual member of their governing boards and the Employee participating in the 403(b) Program against any claims based on an error in the MAC calculation that I provided, except where the error is based upon erroneous information provided by Employer, the Office of Education, or Employee.

Agent Name: _____
Phone: _____
Address: _____
Signature: _____ Date: _____

PART 5: EMPLOYER SIGNATURE

Employer hereby agrees to this Salary Reduction Agreement.

Employer Signature: _____ Date: _____
Title: _____

ATTACHMENT G

REEDS CREEK SCHOOL DISTRICT

CERTIFICATED EVALUATION FORMS: Pre-Observation Conference Form

Teacher: _____ Date & Time: _____

Evaluator: _____ Grade/Subject: _____

1. What is the specific area/California Teaching Standard(s) on which you would like me (the evaluator) to focus on during the observation?
2. What will you be teaching in this lesson? What is the specific subject area academic content standard you will address in this lesson?
3. What do you expect your students to learn by the end of this lesson?
4. What activities will you and your students be doing?
5. How will you know if your lesson is successful?
6. Comments:

Evaluatee's Signature/Date: _____ Evaluator's Signature/Date: _____

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

Standard A – Engaging and Supporting All Students in Learning: 1. Connecting students' prior knowledge, life experience and interests. 2. Using a variety of instructional strategies and resources. 3. Facilitating learning experiences- autonomy, interaction and choice. 4. Engaging students in problem solving, critical thinking and skills. 5. Promoting self-directed, reflective learning for all students.

Standard B – Planning Instruction and Designing Learning Experience for All Students: 1. Drawing on and valuing students' backgrounds, interests and developmental learning needs. 2. Establishing and articulating goals for student learning. 3. Developing and sequencing instructional activities and materials for student learning. 4. Designing short-term and long-term plans to foster student learning. 5. Modifying instructional plans to adjust for student needs.

Standard C – Creating and maintaining an Effective Environment for Student Learning: 1. Creating a physical environment that engages all students. 2. Establishing a climate that promotes fairness and respect. 3. Promoting social development and group responsibility. 4. Establishing and maintain standards for student behavior. 5. Planning and implementing classroom procedures and routines that support student learning. 6. Using instructional time effectively.

Standard D – Assessing Student Learning: 1. Establishing and communicating learning goals for all students. 2. Collecting and using multiple sources of information to assess student learning. 3. Involving and guiding all students in assessing their own learning. 4. Using the results of assessments to guide instruction. 5. Communicating with students, families and other audiences about student progress.

Standard E – Understanding and Organizing Subject Matter for Student Learning: 1. Demonstrating knowledge of subject matter content and student development. 2. Organizing curriculum to support student understanding or subject matter. 3. Interrelating ideas and information within and across subject matter areas. 4. Developing student understanding through instructional strategies that are appropriate to the subject matter. 5. Using materials, resources and technologies to make subject matter accessible to students.

Standard F – Developing as a Professional Educator: 1. Reflecting on teaching practice and planning professional development. 2. Establishing professional goals and pursuing opportunities to grow professionally. 3. Working with communities to improve professional practice. 4. Working with families to improve professional practice. 5. Working with colleagues to improve professional practice.

ATTACHMENT G

REEDS CREEK SCHOOL DISTRICT

CERTIFICATED EVALUATION FORMS: Post-Observation Conference Form

Teacher: _____

Date & Time: _____

Evaluator: _____

Grade/Subject: _____

Please answer these questions and bring the completed form to your post-observation conference.

1. What worked?

2. Challenges – Concerns regarding the lesson:

3. Teacher's Next Steps:

Submitted by
Teacher Initials/Date: _____

Received by
Admin Initials/Date: _____

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

Standard A – Engaging and Supporting All Students in Learning: 1. Connecting students' prior knowledge, life experience and interests. 2. Using a variety of instructional strategies and resources. 3. Facilitating learning experiences- autonomy, interaction and choice. 4. Engaging students in problem solving, critical thinking and skills. 5. Promoting self-directed, reflective learning for all students.

Standard B – Planning Instruction and Designing Learning Experience for All Students: 1. Drawing on and valuing students' backgrounds, interests and developmental learning needs. 2. Establishing and articulating goals for student learning. 3. Developing and sequencing instructional activities and materials for student learning. 4. Designing short-term and long-term plans to foster student learning. 5. Modifying instructional plans to adjust for student needs.

Standard C – Creating and maintaining an Effective Environment for Student Learning: 1. Creating a physical environment that engages all students. 2. Establishing a climate that promotes fairness and respect. 3. Promoting social development and group responsibility. 4. Establishing and maintain standards for student behavior. 5. Planning and implementing classroom procedures and routines that support student learning. 6. Using instructional time effectively.

Standard D – Assessing Student Learning: 1. Establishing and communicating learning goals for all students. 2. Collecting and using multiple sources of information to assess student learning. 3. Involving and guiding all students in assessing their own learning. 4. Using the results of assessments to guide instruction. 5. Communicating with students, families and other audiences about student progress.

Standard E – Understanding and Organizing Subject Matter for Student Learning: 1. Demonstrating knowledge of subject matter content and student development. 2. Organizing curriculum to support student understanding or subject matter. 3. Interrelating ideas and information within and across subject matter areas. 4. Developing student understanding through instructional strategies that are appropriate to the subject matter. 5. Using materials, resources and technologies to make subject matter accessible to students.

Standard F – Developing as a Professional Educator: 1. Reflecting on teaching practice and planning professional development. 2. Establishing professional goals and pursuing opportunities to grow professionally. 3. Working with communities to improve professional practice. 4. Working with families to improve professional practice. 5. Working with colleagues to improve professional practice.

ATTACHMENT G

REEDS CREEK SCHOOL DISTRICT

CERTIFICATED EVALUATION FORMS: Principal's Report (Page 1 of 3)

Teacher: _____ Assignment: _____

NOTE: This report is based in part on the formal classroom observation. Boxes are overall scores. Check only subcategories observed during the lesson delivery. It is not necessary to check every box.

1 = Unsatisfactory		2 = Needs Improvement		3 = Proficient		4 = Distinguished			
Standard A – Engaging and Supporting All Students in Learning:						1	2	3	4
A1.	Connecting students' prior knowledge, life experience and interests with learning goals								
A2.	Using a variety of instructional strategies and resources to respond to diverse needs								
A3.	Facilitating learning experiences that promote autonomy, interaction and choice								
A4.	Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful								
A5.	Promoting self-directed, reflective learning for all students								
Evidence:									
Standard B – Planning Instruction & Designing Learning Experiences for All Students:						1	2	3	4
B1.	Drawing on and valuing students' backgrounds, interests and developmental learning needs								
B2.	Establishing and articulating goals for student learning								
B3.	Developing and sequencing instructional activities and materials for student learning								
B4.	Designing short-term and long-term plans to foster student learning								
B5.	Modifying instructional plans to adjust for student needs								
Evidence:									

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CERTIFICATED EVALUATION FORMS: Principal's Report (Page 2 of 3)

1 = Unsatisfactory 2 = Needs Improvement 3 = Proficient 4 = Distinguished					
Standard C – Creating & Maintaining Effective Environments for Student Learning:		1	2	3	4
C1.	Creating a physical environment that engages all students				
C2.	Establishing a climate that promotes fairness and respect				
C3.	Promoting social development and group responsibility				
C4.	Establishing and maintaining standards for student behavior				
C5.	Planning and implementing classroom procedures and routines that support student learning				
C6.	Using instructional time effectively				
Evidence:					
Standard D – Assessing Student Learning:		1	2	3	4
D1.	Establishing and communicating learning goals for all students				
D2.	Collecting and using multiple sources of information to assess student learning				
D3.	Involving and guiding all students in assessing their own learning				
D4.	Using the results of assessment to guide instruction				
D5.	Communicating with students, families and other audiences about student progress				
Evidence:					

REEDS CREEK SCHOOL DISTRICT

CERTIFICATED EVALUATION FORMS: Principal's Report (Page 3 of 3)

1 = Unsatisfactory 2 = Needs Improvement 3 = Proficient 4 = Distinguished					
Standard E – Understanding & Organizing Subject Matter for Student Learning:		1	2	3	4
E1.	Demonstrating knowledge of subject matter content and student development				
E2.	Organizing curriculum to support student understanding of subject matter				
E3.	Interrelating ideas and information within and across subject matter areas				
E4.	Developing student understanding through instructional strategies that are appropriate to the subject matter				
E5.	Using materials, resources and technologies to make subject matter accessible to students				
Evidence:					
Standard F – Developing as a Professional Educator:		1	2	3	4
F1.	Reflecting on teaching practice and planning professional development				
F2.	Establishing professional goals and pursuing opportunities to grow professionally				
F3.	Working with communities to improve professional practice				
F4.	Working with families to improve professional practice				
F5.	Working with colleagues to improve professional practice				
Evidence:					

General Comments:

Evaluee's

Signature/Date: _____

Evaluator's

Signature/Date: _____

ATTACHMENT H

REEDS CREEK SCHOOL DISTRICT

CERTIFICATED PERSONNEL OBSERVANCE FORM

(Reference: Collective Bargaining Agreement, Article 15)

Employee: _____ Evaluator: _____

Grade/Subject Area: _____ Position: _____

School Year: _____ Site/Location: _____ Date: _____

Status: ☐ Temporary ☐ First Year Probationary

☐ Second Year Probationary ☐ Permanent

DIRECTIONS FOR USE:

1. Prior to October 1, the superintendent/principal will convene an individual or School Site Staff meeting in order to discuss the evaluation process and standards, and distribute the most recent version of the California Standards for the Teaching Profession: A Description of Professional Practice for California Teachers to all certificated teachers. The Standards and elements of the California Standards for the Teaching Profession will be discussed in relationship to the RCSD Observation and Evaluation Rubric. Examples of evidence-based evaluations will be provided. Staff will discuss the process and an opportunity to ask questions will be provided. (Reference: Article 15.3, b)
2. The authorized components of data to validate the CSTP include not only formal observations, but may also include observations of less than twenty-five (25) minutes, classroom walkthroughs, lesson plans as designed by the classroom teacher, observation of report cards and progress reports, and records of professional development activities as provided by the teacher. (Reference: Article 15.3, d)
3. The attached RCSD Observation and Evaluation Rubric will be used to provide meaningful feedback and to serve as a source for discussion. Evidence based comments will be provided. Following each formal observation, the unit member will receive verbal feedback no less than two (2) workdays prior to the post observation conference. A post observation conference will be held no later than ten (10) workdays following the formal observation and include written feedback (Reference: Article 15.3, e & f)
4. Permanent, Probationary and Temporary unit members will be observed using this form at least two times throughout the course of the school year. (Reference: Article 15.3, c)