COLLECTIVE BARGAINING AGREEMENT

BETWEEN

RIVERSIDE PREPARATORY SCHOOL
&
ORO GRANDE RIVERSIDE PREP EDUCATORS ASSOCIATION

EXPIRES JUNE 30, 2025

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ARTICLE 1 - AGREEMENT & TERM

1.1 Agreement

This Agreement is between Riverside Preparatory School ("RPS" or "School") and the Oro Grande Riverside Prep Educators Association ("OGRPEA" or "Association").

1.2 Educational Employment Relations Act

This Agreement is entered into and shall be enforced pursuant to the Educational Employment Relations Act (EERA) of the California Government Code (Sections 3540-3549) as adopted and amended.

1.3 Initial Collective Bargaining Agreement Formatting

Upon full ratification of this initial collective bargaining agreement, the parties agree to make any necessary non-substantive formatting changes (adding section titles, change in numbering, etc.) for clarity and ease of use/reference.

1.4 Term & Reopeners

The term of this Agreement shall be from July 1, 2022, through June 30, 2025, and is closed through June 30, 2023, except that the parties may mutually agree to negotiate additional or new terms or enter into memoranda of understanding and/or side letters at any time. For the school year 2023-2024, each party may reopen four (4) articles in addition to Compensation and Health Benefits. For the school year 2024-2025, each party may reopen two (2) articles in addition to Compensation and Health Benefits.

1.5 Annual Calendar

The annual work calendar shall be negotiated by the parties two (2) years in advance, initially effective July 1, 2023. If the parties cannot agree to a change in the annual work year prior to any such year commencing, the work year as stated in the collective bargaining agreement shall control. If there is any mandatory change affecting the work year (e.g., change in law, etc.), the parties shall negotiate impacts as required by law.

ARTICLE 2 - RECOGNITION

RPS recognizes the Association as the exclusive representative of all employees serving in positions requiring certification, including teachers, counselors, speech/language pathologists, temporary teachers, and long-term substitutes and excluding managers, supervisors, confidential employees, classified employees, day-to-day substitutes and psychologists.

ARTICLE 3 - NEGOTIATIONS PROCEDURES

3.1 Initiation of Negotiations

No earlier than January 15 of the calendar year in which this Agreement expires and no later than March 15, RPS and the Association agree to enter into negotiations over a successor Agreement by negotiating in good faith. The first negotiation meeting shall not be held until initial proposals have been properly noticed at a public Board meeting.

3.2 Release Time for Bargaining

Up to five (5) Association bargaining team members shall be released from duty with no loss of pay or benefits for the purpose of meeting and bargaining with RPS. In an effort to minimize the impact to the educational program, in lieu of paid release time to prepare for negotiations, Association representatives engaged in bargaining shall be provided a stipend as reflected in the approved Stipend Schedule.

The first negotiation meeting will set meeting norms for all future meetings.

3.3 RPS Provision of Budget Information

Upon request by the Association, RPS will provide budgets and other data pertaining to negotiations as they become available to the public. Information of a confidential and restricted nature will be excluded.

3.4 Distribution of Ratified Agreement

Within thirty (30) days of ratification of the Agreement by both parties herein, RPS shall make the Agreement publicly available. Digital copies must be provided to all members. RPS shall provide printed copies upon request at the School's cost.

3.5 Provision of Agreement to New Unit Members

RPS shall be responsible for including a digital copy of the negotiated Agreement when providing employment to the newly hired association member within the first month of employment. RPS shall provide printed copies upon request at the School's cost.

ARTICLE 4 -ASSOCIATION RIGHTS

4.1 Educational Employment Relations Act

RPS recognizes the right of Unit Members to form, join and participate in the activities of employee organizations. The Association shall provide to RPS a list of all employees within the unit who have authorized dues deductions to be deducted from their paychecks monthly and amounts determined and provided by the Association. RPS shall remit to the Association each month all dues so deducted from the paycheck for that month in accordance with applicable law.

4.2 Access and Communication

Subject to lawful regulation by RPS, OGRPEA representatives shall have the right of access to areas in which unit members work and may use mailboxes, designated bulletin boards, and other modes of communication consistent with legal requirements.

4.3 Designated Bulletin Boards

OGRPEA shall have the right to post notices of activities and matters of concern on RPS designated bulletin board(s) in an area frequented by members.

4.4 Use of School Equipment & Facilities

Subject to lawful regulation by RPS, OGRPEA members shall have the right to use school equipment and facilities for meetings. Requests for use of facilities will be submitted on regular RPS forms.

4.5 Association Leave

Subject to approval by the Superintendent or designee, the Association may request the release of designated OGRPEA officers from their regular duties for a combined total of no more than fifteen (15) release days per year for the purpose of attending official Association business, at no loss of salary or other benefits to perform the work of the Association. The release days noted herein shall not apply to negotiations meetings.

4.6 Right to Represent

Unit members authorized by the Association shall have the right to represent their colleagues, with no loss of pay or benefits, in investigatory meetings, disciplinary meetings and for the processing of grievances. The school site will provide adequate support for staff coverage in the event that such meetings take place during work hours.

4.7 New Employee Orientation Meeting

The Association shall have the opportunity to address new employees at a mutually agreeable time immediately after the RPS annual employee orientation session for up to sixty (60) minutes.

4.8 Association Meetings

The Association shall have the right to utilize RPS facilities for voluntary meetings at the end of the contracted work day. Use of such facilities shall comply with any applicable RPS facility use policies.

4.9 Association Rights to Unit Member Data

The employer shall provide the Association with unit member information in compliance with AB 119.

4.9.1 Consistent with legal requirements, all information necessary for the Association to discharge duties as the exclusive representative shall be provided by RPS without charge, including names and addresses and telephone numbers of unit members. Such information shall include, but not be limited to: annual financial reports and audits, register of certificated personnel, agendas and public minutes of Board meetings and attachments thereto at the time of distribution to the public, census data, and other information that may be used in negotiations and processing grievances.

4.10 Union Meetings

Except in the event of an emergency situation, RPS shall refrain from scheduling organization wide or Principal called meetings on the 2nd and 4th Thursdays of the month after the instructional day making this time available for Oro Grande Riverside Prep Educators Association (OGRPEA) meetings. This provision is not intended to excuse unit members from adjunct duties.

4.11 Policies and Procedures

The Association shall receive a copy of all RPS adopted policies and procedures.

4.11.1 RPS shall furnish the Association President with complete agendas with attachments for each regular meeting of the Board, excluding executive/closed session materials or any other legally confidential materials. Agendas shall be furnished consistent with the time requirements for providing such materials to those who request them pursuant to open meeting law.

4.12 Collective Bargaining Unit Agreement

RPS shall post this Collective Bargaining Agreement on its website and distribute an electronic copy to all members of the bargaining unit.

ARTICLE 5 - CHARTER SCHOOL RIGHTS

5.1 Charter School Rights

It is understood and agreed that RPS retains all of its powers and authority to direct, manage and control its operations to the full extent of the law. Such powers and authority include, but are not limited to, the exclusive right to determine, establish, implement, modify, organize, reorganize or discontinue, any of the following, subject only to the other provisions of this Agreement:

- All management rights pursuant to law;

- Consistent with charter petition requirements and applicable law, determine the organization's intention and overall program design, including approval of school curricula and related educational policies and methods of instruction. Such rights include determinations concerning the educational policies, procedures, objectives, goals and programs, including those relating to the classes to be taught, curriculum, textbooks, equipment and supplies, admissions, attendance, student transfers, grade level advancement guidance, grading and testing criteria, testing, records, student health and safety, conduct, discipline, transportation, food services, extracurricular and co-curricular activities, and emergency situations, and the substantive procedural rights, obligations, and standards of performance of students and unit members;

- The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of RPS; the assignment of unit members to any location, and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to the number of unit members, when and where there is a job opening;

- Determine the job classification and the content and qualifications thereof, and the duties for all unit members;

- Ensure the rights and educational opportunities of all students;

- Maintain Board operations;

- Build, move or modify facilities;

- Manage the financial structure of RPS, including all sources and amounts of income, taxes and debt, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary timelines and procedures, accounting methods, fiscal and budget control procedures, and all budgetary allocations, reserves, and expenditures;

- Determine the methods of raising revenue for the organization;

- Contract out work subject to any conditions in this Agreement and any legal requirements.

5.2 <u>No Waiver</u>

All other rights of management not limited by other specific provisions of this Agreement are also expressly reserved to RPS even though not enumerated above. Such other specific provisions of this Agreement constitute the only contractual limitations upon RPS's rights. The exercise of any right by RPS herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of RPS's right or preclude RPS from exercising the right in a different manner.

5.3 <u>No Grievance</u>

Since this Article is not a source of Association or Employee Rights, it is not subject to grievance.

ARTICLE 6 - GRIEVANCE PROCEDURES & ARBITRATION

6.1 Definitions & General Conditions

6.1.1 A grievance is a claim by one or more unit member(s), or the Association on behalf of its members or itself, that there has been a violation, misinterpretation or misapplication of a provision of this Agreement, which has adversely affected the member or member(s).

6.1.2 All matters and disputes which do not fall within the above definition of a grievance are excluded from this grievance process. Also excluded from this grievance process are those matters so indicated elsewhere in this Agreement.

6.1.3 The respondent in any grievance shall be RPS itself rather than any individual administrator. Processing and discussing the merits of a grievance shall not be considered a waiver by the School of a defense that the matter is not arbitrable or should be denied for other reasons that do not go to the merits.

6.1.4 As used herein, unless indicated otherwise, a "day" is a day when RPS is open as a regular workday.

6.1.5 For purposes of this Article, any document that is required to be "in writing" may be sent via email.

6.1.7 The purpose of these procedures is for expeditious resolution of disputes at the lowest possible administrative level.

6.2 Right to Representation

A grievant may be represented at all stages of the grievance by an Association representative(s).

6.3 No Reprisals

No reprisals of any kind will be taken by RPS or by any member or representative of the administration against any grievant, any party of interest, any unit member, the Association, or any other participant in the grievance procedures by reason of such participation.

6.4 Informal Procedure

6.4.1 The grievant shall first discuss the grievance with the appropriate administrator, either directly or accompanied by an Association Representative, with the object of resolving the matter informally.

6.4.2 This discussion must be requested in writing to the appropriate administrator within twenty (20) days of when the grievant had knowledge of the facts concerning the alleged violation. The written request must identify that the purpose of meeting is

for an informal discussion of a potential grievance.

6.4.3 A meeting between the grievant and the administrator shall take place within ten (10) days of the written request for the informal conference.

6.5 Level 1: Principal

6.5.1 If the matter is not resolved informally, the grievant may submit the claim as a formal grievance to the Principal no later than ten (10) days after the conclusion of the informal conference.

6.5.2 The written request shall contain the following information:

a. Name(s) of the grievant(s),
b. The date of the request,
c. The date of the alleged violation or the date the grievant became aware of such,
d. A brief summary of the facts,
e. The section(s) of the Agreement the grievant believes to be relevant, and
f. The requested remedy or remedies.

If any of the information set forth above is missing from the written request, the School may postpone the meeting until that information has been provided.

6.5.3 Within ten (10) days after receipt of the written grievance by the appropriate administrator, the administrator shall meet with the grievant and an Association Representative in an effort to resolve the matter.

6.5.4 Within ten (10) days after receipt of the grievance, or after the Level 1 conference, the administrator shall render a decision in writing, together with supporting reasons.

6.6 Level 2: Executive Director Personnel

6.6.1 Within ten (10) days of receipt of the decision at Level 1, or if no decision is rendered within the required time, if the grievant is not satisfied with the decision, the grievance may be appealed to the Executive Director Personnel or designee.

6.6.2 Within ten (10) days of receiving the appeal, the Executive Director Personnel or designee shall meet with the grievant and an Association Representative in an effort to resolve the grievance.

6.6.3 Within ten (10) days of the meeting, the Executive Director Personnel or designee shall respond with a decision in writing.

6.7 Level 3: Mediation

6.7.1 If the grievant is not satisfied with the decision rendered at Level 2, the grievant

may request mediation within ten (10) days.

6.7.2 The Association and the School shall request a mediator from the California State Mediation and Conciliation Service (CSMCS) to be assigned to assist the parties in the resolution of the grievance.

6.7.3 The mediator shall meet with the grievant, the Association and the School as soon as possible to resolve the grievance.

6.7.4 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the School. This Agreement shall constitute a settlement of the grievance.

6.7.5 If the grievant, the Association and the School have not resolved the grievance with the assistance of the mediator, the Association may terminate mediation and proceed to Level 4.

6.8 <u>Level 4: Arbitration</u>

6.8.1 Within thirty (30) days of the unsuccessful conclusion of mediation at Level 3, the Association may submit the grievance to final and binding arbitration upon written notice to the Superintendent. The appeal shall include a copy of the original grievance, the decision rendered at Level Two, and a clear concise statement of the reasons for the appeal.

6.8.2 The arbitrator shall be selected from a list, submitted by the California State Mediation and Conciliation Service (CSMCS), of seven (7) persons experienced in hearing grievances in California public schools. If the Association and the School cannot agree on an arbitrator from the list, each party shall alternately strike names until only one (1) name remains. If the parties cannot agree which party shall strike first, such determination shall be made by coin toss with the winning party deciding whether to strike first or second.

6.8.3 If the arbitrator selected cannot be available for hearing within sixty (60) days, and the parties do not agree to a later timeline, the parties shall contact the next remaining arbitrator in reverse order of striking, until one is selected who is able to serve within sixty (60) days.

6.8.4 Either party may request from the other the production, review and right to copy non-confidential documents relevant to the grievance. In addition, the parties shall, at least ten (10) days prior to the first hearing date, exchange lists of their intended witnesses.

6.8.5 The conduct of the hearing shall be at the discretion of the arbitrator who shall be governed by commonly accepted rules of procedure for holding arbitration hearings.

6.8.6 The arbitrator shall have no power to add to, subtract from, disregard, alter, amend,

or modify any provision of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement but shall limit the decision to the application and interpretation of its provisions.

6.8.7 The arbitrator shall render a written decision to all parties as soon as possible but no later than twenty (20) calendar days after the hearing has concluded.

6.8.8 The arbitrator's award shall be final and binding upon the grievant(s), the School and the Association. The California law on final and binding arbitration awards shall be applicable to such a decision. A final and binding award which determines the merits of the dispute shall be conclusive on the grievant(s), the employer and the Association in any subsequent proceedings.

6.8.9 All fees and expenses of the arbitrator shall be shared equally by the Association and the employer. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcript.

6.9 Timelines

Nothing shall prevent the extension of the timelines specified in this article if mutually agreed to by both parties in writing. If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If the School fails to respond to a grievance within the time limits specified for the level, the grievant shall have the right to appeal to the next level.

6.10 Confidentiality

In order to encourage a professional and harmonious disposition of grievances, it is agreed that from the time a grievance is filed until a final determination has been reached, all proceedings shall be considered private, and any preliminary disposition shall not be made public without the agreement of all parties. The School and the Association may report on grievances by citing no more than the section and article alleged to have been violated and the stage at which the grievance is at the time of the report. At no time in any report or public record may either party or the grievant cite any names. This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparation for hearing.

6.11 Miscellaneous

6.11.1 The grievant and the Association Representative (if a member of the bargaining unit) shall be provided with reasonable time to attend any grievance meetings with the employer. In order to assure the timely scheduling and prompt resolutions, grievance meetings may be scheduled to begin immediately after school.

6.11.2 For arbitration hearings, the grievant(s) and witnesses as required shall be afforded reasonable release time.

6.11.3 Where a grievant is not represented by OGRPEA, the School shall promptly furnish to the Association a copy of the grievance. If the grievance is withdrawn without a settlement, the School shall so notify the Association. The School shall not agree to a final resolution until OGRPEA has been notified of the proposed resolution and been given an opportunity to state in writing its views on the matter. Notwithstanding this subsection, the decision to advance a case to Arbitration rests solely with OGRPEA.

6.11.4 It is understood and agreed that nothing herein contained shall prevent either the Board or the Association from agreeing to waive one or more steps of the grievance procedure or from agreeing to submit a grievance directly to arbitration.

6.11.5 The grievance papers shall not be filed in the employee' s personnel file. They shall be kept in a separate sealed file by the Executive Director Personnel.

6.11.6 No unit member shall be penalized for necessary participation in grievance or arbitration hearings held during the teacher workday.

ARTICLE 7 – CERTIFICATED EVALUATION PROCEDURE

7.1 Definitions & Purpose

7.1.1 Evaluation: The evaluation includes a written administrative assessment based upon observation of evidence concerning the quality of teaching based upon the standards as defined herein. The primary purpose of evaluation is the improvement of the professional competence of all unit members and thereby the improvement of the quality of education for all students of RPS. The establishment of any required assistance or other remediation plans under this procedure will not alter any rights of the employer as stated in the article concerning Employment Status in this Agreement.

7.1.2 Standards: The evaluation standards to be utilized at RPS are the California Standards for the Teaching Profession.

7.1.2.1 Standard I - Engaging and supporting all students in learning.

7.1.2.2 Standard II - Creating and maintaining effective environments for student learning.

7.1.2.3 Standard III - Understanding and organizing subject matter for student learning.

7.1.2.4 Standard IV - Planning instruction and designing learning experiences for all students.

7.1.2.5 Standard V - Assessing student learning.

7.1.2.6 Standard VI - Developing as a professional educator.

7.1.3 Extension of Timelines: If any of the activities called for under this Article are impracticable because of the illness or absence of the unit member or administrator for an extended period, such as maternity leave, the member may be evaluated the following year.

7.1.4 Days: For the purpose of this article, "days" means workdays unless otherwise stated.

7.1.5 Terms and Conditions of Employment: Employment rights are solely governed by the article concerning "Employment Status" in this Agreement.

7.2 Frequency of Evaluation

A formal written evaluation summary shall be made once each school year for unit members unless a different formal evaluation schedule has been agreed to between the unit member and the evaluator. Such written agreement shall be reduced to writing and a copy

provided to each party. Either the unit member or the evaluator may withdraw consent at any time, but the stated reason or cause shall not be arbitrary or capricious.

7.3 Evaluation Timelines & Process

No later than thirty (30) calendar days from the first work day of the school year, unit members may make a written request for an alternative evaluator in the event the unit member's evaluator possesses a familial relationship to a child in the same classroom or if the unit member wishes to provide reasons why the evaluator cannot be objective. In such cases, following a meeting with the unit member, the Superintendent or designee shall review the request and make a final decision.

Component	Description	Timeline
Notification of Evaluation Process	Unit members to be formally evaluated shall be provided with a copy of the evaluation procedures, any forms utilized in the evaluation process, and the criteria upon which the evaluation is to be based. Evaluations shall be conducted by either the Principal or the designated evaluators. The designated evaluator will conduct and complete all walk-throughs, informal and formal observations and the final evaluation.	No later than September 1
Initial Goal Setting Meeting	Unit members to be formally evaluated shall meet with the evaluating administrator to discuss and establish target goals, and to further discuss the evaluation procedures, standards and expectations. Unit members who are hired after September 1, or who are ill or otherwise unavailable to attend the Initial Goal Setting Meeting shall receive a written copy of all such materials and may request a meeting with the designated evaluator to discuss the evaluation process within fourteen (14) days.	No later than September 24
Formal Observations	There shall be a minimum of two (2) formal observations. A unit member may also request an additional formal observation. Formal Observations shall last for no less than thirty (30) minutes and shall be followed by an observation conference within seven (7) days of the observation. If the evaluator determines the unit member performance is unsatisfactory, the unit	At least 1 by the end of the First Semester. The 2nd by March 1

	member may make a written request to undergo up to two more formal evaluations prior to May 15 to prove that their practice is no longer unsatisfactory.	
Informal Walkthroughs	Informal Walkthrough observations are ongoing, unannounced and typically shorter in duration than formal. Informal Observations/walkthroughs will occur throughout the year, ideally with the observer providing the employee with a brief note, email, or other written comment at the time of the walkthrough. Unless requested by either the observer or teacher no meeting is required. A unit member may choose to include observations by a professional colleague or instructional coordinator in a professional portfolio or to provide such observation to the evaluator for inclusion or reference in the evaluation. This may be included in addition to other evidence for the evaluation but does not take the place of formal observation.	Throughout the school year
Mid-Year Check In	The designated evaluator and the unit member shall have a mid-year check meeting to review evidence collected and to review and possibly modify goals set in the Initial Goal Setting Meeting. During the course of the evaluation period, circumstances may change which require modification of the original target goals and objectives. The evaluator and/or the unit member may initiate discussion and propose a change of these objectives and goals, but the evaluator retains final discretion as to such matters.	No later than January 31
Unit member Self-Evaluation	Unit members being evaluated shall complete a self-evaluation (see Appendix for official form) once a year using student assessment data, evaluation standards and guidelines, grade level goals and school-wide goals among other evidence as	No later than March 31

	applicable. The purpose of the self-evaluation is to help staff identify goals that need to be addressed to improve student achievement outcomes, professional performance and professional development goals that may be common to their grade level team.	
Final Formal Evaluation	The Principal or designated evaluator shall produce the Final Formal Evaluation (see Appendix for official form) of each unit member, based upon information gathered from formal and informal observations (including walkthroughs), conferences, student performance data, and the teacher's target goals. Any deficiencies which may have been brought to the attention of the unit member subsequently corrected shall either be noted as corrected or shall not be included in the final evaluation form. The final evaluation form shall include a summary performance rating that will serve as the official record documenting the teacher's overall performance. The final evaluation form shall utilize the following summary performance ratings: ● Exceeds ● Meets Standards ● Partially Meets Standards ● Unsatisfactory	No later than May 5

7.4 Performance Improvement Plans

In the case of a Final Formal Evaluation that contains any marks of Partially Meets Standard or Unsatisfactory, the evaluator shall take action to assist the unit member in correcting the cited deficiencies with a documented Performance Improvement Plan ("PIP") (see Appendix for official form). To facilitate collaboration, the Evaluator shall take into consideration unit member input and feedback regarding the PIP. A formal PIP may also be initiated at any time during the school year when the evaluator determines through observation or other means that the unit member needs improvement in order to meet standards. The evaluator's role to assist the unit member shall include providing evidence of the deficiency in meeting standards and recommendations for improvement.

Such recommendations may include direct assistance from the evaluator. Additional resources to assist with improvement may include but are not limited to the following:

professional colleague support and coaching, lead teacher/instructional coordinator support and coaching, professional development, observation of demonstration lessons, administrator determined and accompanied visitations to other school sites and other techniques to measure improvement; time scheduled to monitor progress.

7.5 Prohibition of Unit Member Participation in Evaluation of Other Unit Members

Unit members shall not evaluate nor conduct formal evaluations of other unit members. Lead teachers/instructional coaches or professional colleagues may observe and assist other unit members for the purpose of supporting the professional performance and development of other teachers. Unit member involvement in the PIP in this Article shall not constitute either management or supervisory functions.

7.6 Grievability

While the procedures and timelines for performance evaluations are subject to grievance by OGRPEA unit members, final evaluation ratings are not subject to the grievance procedures under this Agreement.

ARTICLE 8 - EMPLOYMENT STATUS

The following Article shall become effective July 1, 2023:

8.1 Unit Member Probationary Period

All unit members new to RPS shall be initially hired on a probationary at-will basis and shall serve in such status for up to three (3) complete school years. If the School intends to non-renew the employment of a probationary employee at the end of the school year such employee shall be given notice of nonrenewal of employment no later than March 15 of the school year in which the nonrenewal notice is given. As of July 1, 2023, for those RPS unit members who have served four (4) or more consecutive years, such unit members shall be deemed to have passed this probationary period.

8.2 Regular (Just Cause) Employment Status

Employment for unit members who have completed the probationary period shall be subject to the just cause procedures noted herein.

8.3 Just Cause Discipline/Dismissal

Regular unit members may only be disciplined or dismissed for cause as defined herein.

8.4 Definition of Complete Year of Service

For purposes of this section, a complete year of service is defined as serving in a regular position in full-time paid status seventy-five percent (75%) of the instructional days in the school year or greater.

8.5 Substitute, Coaching or Temporary Assignments

Insofar as a unit member serves in a coaching, long-term substitute or temporary assignment, such service is on an at-will basis and not subject to the just cause procedures noted herein.

8.6 Regular (Just Cause) Status

Regular employees may be disciplined for the following reasons:

8.6.1 General Provisions

The following reasons which independently or collectively serve as cause for discipline or dismissal:

a. Unsatisfactory performance, as defined by this Agreement's Article concerning evaluation;

b. Dishonesty, including falsifying of employment records, employment

information or other school records;

c. Theft or deliberate damage or gross negligence or destruction of school property, or the property of any employee or student;

d. Possession of any firearm or any other dangerous weapons on School premises at any time;

e. Possession or being under the influence of any intoxicant or controlled substances that have not been prescribed by a medical doctor during work hours or student events;

f. Conviction of any felony or other offense(s) which would make a public school employee ineligible for employment;

g. Engaging in any conduct which risks injury to the safety, health or security of employees or others;

h. Commission of or involvement in any act of unlawful harassment or discrimination of another individual;

i. Failure to maintain appropriate credentials or certification required for the position.

j. Unauthorized use of School equipment, time, materials, or facilities;

k. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management;

l. Absence without leave, repeated tardiness or abuse of leave privileges;

m. Unprofessional conduct;

n. Abandonment of position.

8.6.2 <u>For Cause Suspension or Dismissal Process</u>

Discipline less than a suspension without pay (i.e., conference memoranda, letter of reprimand/warning, etc.) shall not be subject to Grievance Procedures under such Article of this Agreement.

Suspension or Dismissal shall be initiated in writing by the Superintendent or designee of RPS by providing Notice of Recommended Discipline ("Recommendation") and serving such Recommendation upon the unit member in person or by certified mail. A copy of the Recommendation shall also be provided to the Association President. The Recommendation shall contain a statement, in ordinary language, of the factual basis upon which the disciplinary action is based, any rule or regulation alleged to have been violated, and the proposed penalty. The

unit member shall also be given a copy of any documentary materials upon which such action is based and a statement of the unit member's right to respond, verbally and in writing, within five (5) working days prior to the proposed discipline being imposed, unless by agreement of both the Superintendent or designee and the unit member, this deadline is extended. Following this period, the Superintendent or designee may provide Notice of Discipline to be served upon the unit member in person or by certified mail.

In the event the unit member wishes to appeal a suspension without pay or dismissal, such matters shall proceed directly to arbitration under this Agreement's Article for Grievance Procedures.

During the pendency of any disciplinary proceedings, the Board reserves the right to place the unit member on paid administrative leave status.

8.7 Progressive Discipline

Except in cases where the actions of the employee threaten the health and/or safety of any other person or constitute serious or egregious conduct where more severe discipline is warranted, RPS shall use progressive discipline which must include the following progression: verbal warning; written warning; letter of reprimand; suspension without pay and termination. Written warnings shall not be placed in a unit member's personnel file, but letters of reprimand may be placed in the unit member's personnel file.

8.8 Process in Written Reprimands, for Cause Suspension or Dismissal Matters

A written letter of reprimand, suspension without pay or dismissal shall be initiated in writing by the RPS Superintendent or designee by providing Notice of Recommended Discipline ("Notice") and serving such Notice upon the unit member in person or by certified mail. A copy of the Notice shall also be provided simultaneously to the Union.

The Notice shall contain the following:

- The cause for the discipline and a statement, in ordinary language, of the factual basis upon which the disciplinary action is based;
- Any rule or regulation alleged to have been violated, and the proposed penalty;
- A copy of any documentary materials upon which such action is based;
- A statement of the unit member's right to respond, verbally and in writing, within five (5) working days prior to the proposed discipline being imposed, unless by agreement of both Superintendent and the unit member, this deadline is extended;
- The action(s) required to correct the problem and the timeframe for corrections (for all discipline short of dismissal); and the support the School will provide to help the unit member correct the problem;

- A statement that the employee has the right to union representation and the right to appeal the discipline using the grievance procedure in this Agreement.

In the case of Suspension without pay or Termination, five (5) days after providing the Notice, the Superintendent may provide Notice of Discipline to be served upon the unit member in person or by certified mail.

During the pendency of any investigation or disciplinary proceedings, the School reserves the right to place the unit member on paid administrative leave status.

8.9 Right of Union Representation

If a unit member believes that a meeting with an Administrator may result in discipline, the unit member may request union representation. Such rights and obligations shall be consistent with all legal requirements.

8.10 Unit Member Rights in Complaint Process

Any disciplinary or other adverse employment action taken by the School following review of a complaint must be in compliance with just cause. It is the goal of the School and the Union that all parties shall attempt to resolve complaints at the lowest level.

8.11 Personnel Files & Workoff/Livedown Provision

Consistent with legal requirements, including any requirements to keep a unit member's medical records separate from the personnel file, there shall be a single official personnel file for each unit member.

Unit members shall have the right to inspect and obtain a copy of his or her personnel file upon request without question and as permitted by law. Upon authorization by the unit member, a union representative may review the unit member's file or accompany the unit member in his or her review of the file.

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.

Information of a derogatory or disciplinary nature shall not be entered into the unit member's personnel file unless and until the unit member is given notice and a copy of the material to be entered in to the file. The unit member shall also have the right to enter and have attached to any such derogatory or disciplinary documents his or her own comments.

Unit members shall be given copies of any conference memos, written warnings, letters of reprimands, and any material placed in the personnel file upon issuing such discipline or within five (5) days of placement of such document (s) in the file.

Except where prohibited by law, RPS shall, upon request from the employee, remove letters of reprimand from an employee's personnel file four (4) years after the date of the last disciplinary occurrence, and such documents shall be placed in a separate sealed file,

unless the conduct was harmful to the emotional and/or physical well-being of students or staff. Such material shall not be removed from the separate file except by court order or with the teacher's consent.

ARTICLE 9 - PROFESSIONAL WORK DAY/WORK YEAR

9.1 Work Year

Teachers shall work 185 total days which includes 5 pupil free days. Three (3) of these pupil free days will be scheduled for professional development at the beginning of the school year, right before instructional days, one (1) day of professional development will be scheduled during the first or second semester of the school year and one (1) day of professional development/checking out will be scheduled at the end of the school year. All first year teachers shall attend additional days for RPS New Teacher Orientation at the beginning of the school year and be paid at their per diem rate.

9.1.1 Counselors and Speech Language Pathologists shall work 190 calendar days.

9.1.1a Counselor & Speech Language Pathologist Work Day: Unit Members will be on a similar schedule as their assigned campus. However, the contracted work day for Counselor & Speech Language Pathologist shall be an 8 hour day.

9.2 Annual Calendars

Annual school calendars are subject to negotiation including the first day of instruction, the placement of student release days, school vacation/breaks and the scheduling of site-based early student dismissal days. Both parties shall make efforts to conclude negotiations of the annual school calendar for the following school year no later than January 15th.

9.3 Work Day

9.3.1 Elementary Site (TK-5th) Beginning and End Times

The regular contracted work day for all Elementary Unit Members (TK-5th) shall be 8 hours inclusive of a 30 minute lunch period. Early student dismissal days do not shorten the unit member's contracted work day.

9.3.2 Elementary Site (TK-5th) Lunch

Unit Members shall receive a duty free 30 minute lunch period. Except during inclement weather schedules, unit members shall not be assigned proctoring duties during recess periods.

9.3.3 Secondary Campus - 6th-12th Beginning and End Times

The regular contracted work day for all Secondary Unit Members (6th-12th) shall be 8 hours, inclusive of a 30 minute lunch period. Early student dismissal days do not shorten the unit member's contracted work day.

9.3.4 Secondary Campus (6th-12th) Lunch

Unit members shall receive a duty free 30 minute lunch period. While proctor duties shall not be assigned during passing periods, during such time unit members shall continue to be responsible for their professional obligation for a safe school environment.

9.3.5 Staff Meetings

No regular staff meetings shall start before the work day begins or ends. However, RPS reserves the right to schedule mandatory staff meetings outside regular contracted hours in the event of an emergency.

9.3.6 Required Work Outside Contracted Hours

Unit members who are mandated to work outside of contracted working hours will be compensated their per diem hourly rate. This does not include emergency situations (such as natural disasters or lock downs) or Professional Obligations as outlined in Section 9.5.

9.3.7 Counselors/Speech Pathologist Lunch

Counselors/Speech Pathologists will receive a duty free 30 minute lunch period.

9.4 Professional Development and Pupil Free Days

9.4.1 Planned Professional Development

RPS planned professional development shall be scheduled during the professional work day. Early student dismissal days do not shorten the unit members' contracted work day.

9.4.3 Prep Time

All Unit Members will be provided a minimum of 50 minutes of prep time each regular instructional day. RPS shall make every effort to allow the unit member to direct their prep time, however it is still part of the professional work day and remains at the discretion of RPS. During minimum days, Professional Development Days, and where the sites are on a modified schedule (not the regular instructional day schedule,) RPS shall adjust prep time accordingly.

9.4.4 Planning Professional Development

RPS will confer with OGRPEA to plan PD for the following school year. RPS and OGRPEA will evaluate its effectiveness annually.

9.5 Professional Obligations

9.5.1 Unit members shall be required to complete not more than 20 hours of adjunct duties per school year.

9.5.2 Unit Members are responsible for professional obligations such as instructional preparation, Student Study Team (SST), Individual Educational Plan (IEP), and Section 504 plan meetings. RPS will make every reasonable and legal effort to limit these individual parent meetings to no longer than 60 minutes as well as to not hold them during unit member's duty free times (lunch and after hours).

If a meeting is scheduled during a unit member's regularly scheduled lunch time, the member shall be given an alternative duty free lunch time.

9.5.3 Unit members shall be given two (2) hours at the end of their contracted work day one (1) Friday a month as Teacher Directed Time, in which the member is free to leave campus. RPS shall provide a calendar to the unit member's 14 days prior to the start of the school year with the planned Teacher Directed Times for the school year.

9.6 Class Coverage

9.6.1 If a unit member with regularly scheduled classes is requested to substitute during the regular duty day, the following will occur:

9.6.1a Substitute teaching for a class period shall be $60 for the 2023/2024 school year.

9.6.1b Assigning unit members to period sub shall first be based upon appropriate subject matter credentialing. Absent an equivalent subject matter credential, RPS shall select from available volunteers on a rotating basis. Absent a volunteer, period substitutes will be assigned on a rotation basis alphabetically, using the site master schedule.

9.6.2 Class splitting must be pre-approved by the site administrator and shall be compensated per day, per hour, per student as follows:

Full Day (more than 4 hours)	$16 per student
Half Day (less than 4 hours)	$8 per student
1 Hour	$4 per student

Unit members shall not be required to or serve in an administrative role. Unit members who choose to serve in administrative capacity will not be covered by CTA.

Except in the event of an emergency (after all other remedies have been exhausted), Counselors shall not be required to substitute teach in grades TK-12.

9.7 Assignment of Target Solution Training Courses

All unit members shall be assigned all required Target Solution Training Courses upon being hired or on July 1 for returning unit members. In addition, members will be given

contracted hours to complete all Target Solutions during the pupil free school days at the beginning of the school year.

9.8 Unit Member Sponsoring of Student Clubs

Unit members who choose to sponsor student clubs during lunch or before or after school shall be available to supervise, but the initial choice to sponsor a student club is strictly at the discretion of the member in question.

ARTICLE 10 - LEAVES OF ABSENCE

10.1 Sick Leave

Unless required otherwise by local ordinance, the following applies regarding unit member sick leave.

10.1.1 Paid Sick Leave

All full-time unit members shall be granted paid sick leave at the rate of one (1) day per month for a total of no more than eleven (11) days per eleven (11) month school year. Part-time unit members shall accrue paid sick leave prorated to their FTE status, with a minimum of 3 days of sick leave accrued. If any applicable local ordinance requires a greater amount of time be provided at the beginning of any school or fiscal year, RPS shall comply. Unused sick leave carries over from year to year and is not paid out upon separation from employment. When a unit member ends employment with RPS if the unit member is re-employed and the subsequent public school employer notifies RPS, it shall then transfer any accrued sick leave to such employer, as required by applicable law.

10.1.2 Use of Sick Leave

Leave may be used for personal injury or illness of the unit member or an immediate family member. Immediate family includes a parent, spouse, registered domestic partner, child, grandchild, brother, sister or grandparent. Sick leave may also be used for purposes relating to a unit member being a victim of domestic violence, sexual assault, or stalking. Part-time unit members using sick leave are charged from their leave bank at a rate equivalent to their FTE status. Members may utilize sick leave in not less than 1 hour increments.

10.1.3 Notice of Need for Use of Sick Leave

Sick leave shall be requested in advance on the appropriate RPS application and, at a minimum, in cases when advance notice is impracticable, unit members are expected to notify the Principal or a designee, or post their absence to the online sub system, prior to the start of each workday to report an absence due to illness or injury. For pre-scheduled use of sick leave, such as for personal necessity leave, unit members must request leave at least three (3) work days in advance. Unit members are also responsible to make a request for substitutes through the designated RPS system for such purpose.

10.1.4 Physician's Verification for Extended Illness

For absences of three (3) consecutive work days or more, RPS may require a physician's verification. If requested, unit members may be expected to present a physician's statement certifying the unit member's fitness to return to duty.

10.1.5 Sick Leave/STRS Credit

Upon retirement, the unit member's accrued sick leave, if any, may be applied toward service credit in accordance with the State Teachers' Retirement System ("STRS") regulations.

10.1.6 Extended Illness Leave

During each school year, when a unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of up to 100 work days, the amount deducted from the salary due him or her for any such days in which the absence occurs shall not exceed the sum that is actually paid a substitute employed to fill his or her position during his or her absence, or if no substitute was employed, the amount that would have been paid to the substitute had he or she been employed for purposes of this section. Differential pay under this section shall not be less than fifty percent (50%) of the unit member's daily rate (per diem). Extended illness leave, including accumulated sick leave shall run consecutively and the unit member shall not be provided more than 100 days extended illness leave per illness or accident. However, if a school year terminates before the 100 days are exhausted, the employee may take the balance of the 100 days in a subsequent school year.

10.1.7 Return to Work from Extended Illness Leave

Unit members returning from an extended illness or injury leave shall be required to provide a job-related release indicating their ability to perform the essential functions of their job. Any restrictions must be noted on the release. A reasonable accommodation meeting to review/agree to restrictions shall take place with administration prior to returning to work.

10.2 Personal Necessity Leave

10.2.1 All unit members may use up to six (6) days of accrued sick leave for personal necessity each school year. Personal necessity leave does not carry over from year to year.

Personal necessity leave shall not be used for the purpose of vacation, recreation or social activities or the extension of a school holiday, weekend or recess.

Personal necessity leave taken prior to, or following a school holiday, weekend or recess shall require advance permission from the Superintendent, designee, or direct supervisor. The reason for the personal necessity leave shall be documented on the unit member's Leave Request form.

10.2.2 Reasons for Personal Necessity Leave: Uses of personal necessity leave may include, but are not limited to:

- death or serious illness of a member of the unit member's immediate family;
- an accident involving the unit member's person or property, or the person or

property of an immediate family member;

- adoption of a child;
- the birth of a unit member's child;
- personal legal matters;
- religious observances; and
- personal matters that cannot reasonably be conducted outside of the workday.

10.2.3 Notification of Personal Necessity Leave: Unit members must notify the Principal or designee of Personal Necessity Leave use, in writing, at least three (3) days in advance unless an emergency situation occurs.

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

RPS shall provide Pregnancy Disability Leave, Family and Medical Leave Act and California Family Rights Act leave (including child bonding leave) to unit members consistent with applicable law. Any such leave shall not constitute a break in service. Upon timely return, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. Consistent with legal requirements, if the employee is not reinstated to the same position, they must be reinstated to a comparable position if one is available.

10.4 Industrial Illness/Workers' Compensation

RPS shall provide industrial accident and illness leave consistent with applicable law and under the provisions of the existing insurance carrier. A unit member claiming an industrial accident or illness leave may be subject to examination by a physician designated by the insurance carrier of RPS to assist in determining the qualification and the length of time during which the teacher will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury or illness involved.

10.5 Bereavement Leave

Unit members shall receive up to five (5) consecutive days in the event of death of a family member as defined by Government Code Section 12945.7 (California Family Rights Act).

10.6 Jury Duty and Witness Leave

10.6.1 Days Allowed – Jury Duty

Unit Members shall be provided jury duty leave for regularly called jury duty. Unit members are expected to make every reasonable effort to postpone jury duty service to a time when school is not in session in order to protect continuity of the educational program. Unit Members granted jury duty leave under these provisions shall be granted regular RPS compensation. If the unit member receives jury duty reimbursements other than travel or subsistence expenses, those reimbursements must be endorsed and given to the payroll office when the employee returns to work. The unit member is entitled to retain any travel and subsistence expenses paid by the court.

10.6.2 Witness Leave

Unit members are allowed to use personal necessity leave or unpaid time off if summoned to appear in court as a witness (not related to RPS). If a unit member must appear in court on behalf of RPS, such time shall not be deducted from any of the leaves in this Article.

10.6.3 Process for Requesting Leave

To qualify for either jury duty or witness leave, a unit member must submit to their supervisor a copy of the verification slip(s) as soon as it is received. In addition, the unit member must also submit to the unit member's supervisor a related proof of service with the period of jury duty or witness duty when completed. No adverse employment action will be taken against unit members due to their service as either a juror or witness in state or federal courts.

10.7 Military and Military Spousal Leave of Absence

RPS shall comply with all applicable military service leave laws, including USERRA.

10.8 Other Statutory Leaves of Absence

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

10.9 Unpaid Leave of Absence

RPS may within its discretion grant unpaid leaves of absence consistent with legal requirements. In the event an unpaid leave is granted for an entire school year, the unit member must notify RPS by April 1 of the intent to return or resign.

While on an unpaid leave, unit members may participate in RPS insurance programs by paying the necessary regular premiums.

RPS shall in its discretion consider requests by returning unit members concerning the position previously held but will decide such placements based on the needs of the educational program, consistent with legal requirements.

ARTICLE 11 - ASSIGNMENTS, REASSIGNMENTS, TRANSFERS & VACANCIES

11. l Definitions

11.1.1 An "Assignment" is the initial placement of a unit member in a department or content area for which they hold an appropriate credential.

11.1.2 A "Reassignment" is the change of the initial placement of a unit member from one grade, department or content area to another grade, department or content area after the initial placement has been announced to the unit member.

11.1.3 A "Transfer" is a move from one Riverside Prep campus to another. The transfer may involve a change in subject area or grade level as long as the move involves a change of worksite.

11.1.4 A "Vacancy" is any position that does not have a unit member assigned to it. This includes any vacated, promotional or newly created position whose work is part of the bargaining unit.

11.2 Assignments

11.2.1 On or before May 1st of each year, RPS shall provide each unit member with the list of job vacancies for the following year.

11.2.2 Unit members shall be notified of their tentative assignments for the next school year on or before May 31st. Final assignments will be made 2 weeks prior to the first day of instruction.

11.2.3 Assignments shall not be changed except as specified in Sections 11.3 and 11.4 of this Article.

11.2.4 On or before January 15th of each year, RPS will distribute to all unit members a notice of intent to return. On or before January 31 of each year all unit members must sign a notice of intent to return in order to be eligible for an assignment with RPS for the following school year. Members who indicate that they do not intend to return or who are undeclared may change their election until March 1 of each year. The unit member and RPS may extend the March 1 deadline by mutual written agreement. If, after March 1, a unit member remains undeclared or has previously indicated an intent not to return but thereafter wishes to return, that member is not guaranteed employment with RPS for the following school year. The notice of intent to return may include a statement of preferred assignment for the following school year. Absent such a statement, the assumption is that the unit member desires to continue in their current assignment.

11.3 Voluntary Transfers and Reassignments

A unit member may request a transfer or reassignment at any time. If there are no current vacancies RPS shall keep such requests on file. When an appropriate vacancy occurs RPS

shall grant or deny such requests based upon the needs of the program as determined by RPS. If a request for a reassignment is denied, the unit member shall be granted a meeting with the administrator who denied the request to discuss the reason(s) for the denial. The meeting shall take place within five (5) days of the denial.

11.4 Involuntary Transfers and Reassignments

RPS shall make involuntary transfers or reassignments of a unit member or members based upon good cause, including consideration of the needs of the programs as determined by RPS. RPS will attempt to fill such vacancies by first seeking qualified volunteers. However, should such volunteers create more critical vacancies, RPS reserves the right to make involuntary transfers or external hires. Involuntary transfers shall not be for disciplinary reasons.

11.4.1 RPS may involuntarily transfer unit members including but not limited to the following (non-disciplinary) reasons:

- 11.4.1.1 To accommodate the geographical shifts of the student population.
- 11.4.1.2 To provide for increasing or decreasing enrollment.
- 11.4.1.3 To accommodate the opening or closing of schools
- 11.4.1.4 To meet credential compliance
- 11.4.1.5 To ensure that highly qualified and experienced teachers are equitably distributed among district schools in compliance with the Williams Act.
- 11.4.1.6 When a surplus exists at a specific school site(s).

11.4.2 When an involuntary transfer is deemed necessary, by administration, the administration shall consider the following criteria:

- 11.4.2.1 credentials/academic preparation/major or minor
- 11.4.2.2 unit member's seniority at the school site and/or within RPS
- 11.4.2.3 impact on sending and receiving school (or impact on the employee's site in the case of reassignment).
- 11.4.2.4 previous teaching experience

11.4.3 Notice of an involuntary transfer or reassignment shall be given to the unit member as soon as reasonably possible.

11.4.4 An involuntary transfer/reassignment shall be made only after a meeting between the unit member involved, an association representative (if requested by the unit member), and the Assistant Superintendent of Human Resources or designee, at which time the bargaining unit member shall be notified of the reason for the involuntary transfer/assignment.

11.5 Vacancies

11.5.1 All vacancies shall be published/posted and emailed to unit members as they become available. The list of vacancies shall contain:

11.5.1.1 A closing date, which is at least ten (10) working days following the posting date

11.5.1.2 A job description

11.5.1.3 Credentials and minimum qualifications necessary to meet the requirements of the position.

11.5.2 The goal of the parties is to fill vacancies with the most qualified candidates in order to best serve our students and families. RPS will consider current unit members to fill vacancies before going to outside sources.

11.6 Interview Panels

RPS may include unit members on interview panels or involve them in performance tasks for prospective employees. RPS shall include unit members on the interview panels for any site based certificated administrative positions.

11.6.1 Unit members with the appropriate level and type of expertise may serve on interview panels for new positions, unless in circumstances when unit members are unavailable. Non-management participants shall not be granted access to confidential personnel information. Participating unit members will be selected by RPS.

11.6.2 RPS shall make the final decision on all new hires.

ARTICLE 12 - CLASS SIZE

12.1 Average Class Sizes

RPS shall make a reasonable effort to maintain low individual class size, but shall not exceed the following average class sizes unless otherwise specified by fire code:

12.1.1 General Education:

Grade TK-3 will adhere to class size standards as provided by California Ed Code
Grades 4-5----------30 (capped at 32)
Grades 6-8----------32 (capped at 35)
Grades 9-12----------33 (capped at 35)
(Caps listed above are individual class size limits.)

RPS as of 2022-2023 school year does not have combination classrooms at the elementary grade levels. A combination class is a self-contained elementary class.

Should combination classrooms become a factor as determined in the sole discretion of RPS, RPS shall adhere to the above class size guidelines.

12.1.2 Physical Education

Grades TK-5 ----------33
6-8 ----------40
9-12----------50
Maximum class size unless an aide accompanies the students.

12.1.3 Elective courses and specials are exempt from the above maximum averages.

12. 2 Special Education Class Size

RPS will maintain caseloads as set forth below:

10.114.116.40

TK-5

Mild/Moderate/RSP Caseload----------28
Moderate/Severe/SDC Caseload---------20
With aide support

6-12

Mild Moderate/RSP Caseload----------28
Moderate/Severe/SDC----------20
With aide support

Class sizes shall not exceed caseloads.

Reasonable efforts will be made to ensure an even distribution of special education students

in general education classes.

LSH Special Education Early Childhood Pre-School (SEEC)----40
Language Speech and Hearing Pathologist (LSH)----------55

12.3 Distribution of Students with SSTs

RPS will make all reasonable efforts to evenly distribute students with existing SSTs among all grade level teachers.

12.4 Distribution of Students with 504 or EL Classifications

When placing students with 504 or EL classifications, students will be evenly distributed among appropriately credentialed teachers in the grade level.

12.5 Basis for Determining Class Size: Actual Number of Students

Class size as listed above shall be based on the actual number of students in a class.

12.6 Counselor Caseloads

High School Counselor caseload shall not exceed 500. Elementary and Middle School Counselor ratios shall not exceed 550 students per Counselor.

12.7 Change in Class Size

12.7.1 No school site shall exceed the class size limits stated herein unless negotiated otherwise.

12.7.2 Upon completion of orientation for new students, receiving teachers will be provided at least 24 hour notice prior to student arrival. When current students are reassigned, receiving teachers will be provided notice as soon as practicable under the circumstances, but no later than one (1) full school day following the reassignment.

12.8 Remedy

When a class exceeds a site's approved class size limit (Caps for general education classes in grades 4-12, maximum class size for all others) [measured on or after the third Friday of each school year]

12.8.1 If in case the class size exceeds the limit, the teacher will receive notice according to 12.7.2 above.

12.8.2 All the affected unit members shall receive an additional $180 per additional student monthly $30 per period for secondary. Should the number of additional students exceed three (3) the unit member must agree to the overage. This amount will be prorated according to the percentage of time that the student(s) is/are in the

affected unit member's classroom.

ARTICLE 13 – DRESS CODE

In order to maintain the highest level of professionalism, community respect, reputational integrity and stakeholder trust, RPS maintains the following dress code.

All clothing should be clean, pressed, fit appropriately, and be in good repair. Clothing should never be soiled, ripped, disheveled or untidy in appearance. Good judgment should always be exercised when selecting work attire. If in doubt, always default to a more formal dress choice. If the list of what to wear does not specify the article of clothing in question, let the "Never Appropriate" column be your guide or ask your direct supervisor.

Clothing	**Sites** (Student Work Days)	**Casual/Job Specific** (Non-Student Days, Spirit Days, College Wear, Field Trips, Special Events)	**Never Appropriate**
Shirts	● Golf/sport shirts w/collars and sleeves ● Blouses ● Women's dress tops ● Sweaters/cardigans ● OGSD, RP or MRAS Polos ● Collared shirts	● Blouses ● Sweaters ● OGSD, RP or MRAS Apparel	● T-shirts that are soiled, ripped or tattered ● Any clothing that contains inappropriate/offensive wording, logo or message ● Halter top, tank tops, tops with bare midriffs ● Strapless top or tops w/spaghetti straps
Pants	● Dress style pants/slacks ● Black, white, maroon, grey, kaki jeans in good repair – no rips, tears, frays or fading	● Denim (in good repair) wear optional	● Leggings/tights with only a top ● Stirrup pants ● Sweatpants, track pants, gym clothes, warm-up suits (unless a PE/VAPA teacher or coach during practice) ● Overalls, painter pants
Shorts	● Never appropriate, unless designed for event or PE teacher/coach during practice ● Dress pants past the knee (capri pants)	● Walking/Bermuda shorts (only on non-student days)	● Jean shorts/cutoffs ● Athletic/Biking shorts
Dresses/ Skirt	● Sundresses (business length and sleeveless ok, no tank-tops, strapless or spaghetti straps)	● Sundress (business length, no strapless or spaghetti straps) ● Denim (in good repair) wear optional	● Excessively short skirts or dresses ● Strapless or backless dresses or dresses with spaghetti straps ● tennis skirts
Footwear	● Dress/casual business shoes ● Dress boots ● Dress heels ● Open-toed shoes ● Athletic shoes clean and in good repair	● Fashionable Sneakers clean and in good condition ● Boots/Sandals ● Flip-flops (as designed for event)	● Beach shoes ● Aqua socks ● Slippers
Jackets/ Other	● Blazers/Sports jacket (optional) ● School designated jackets	● Hoodies/pullovers	● Hats (unless for designated events)

ARTICLE 14 - SAFETY

14.1 Safe and Clean Facilities

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

14.2 Immediate Report Concerning Assault or Unsafe Conditions

Unit members shall immediately report to their supervisor any assaults or threats of assaults or potential health or safety hazards, and all injuries or accidents.

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

Procedures for reporting and follow-up shall be determined by RPS, reviewed at least annually, and distributed to unit members each year.

RPS shall release from duty any unit member, when such unit member is required to make a statement to the police or appear in court in connection with any workplace incident, without loss of pay or benefits. There shall be no reprisals to the unit member for making reports to law enforcement.

14.3 Vehicle Use

When unit members are required to use their personal automobile during work time, such use shall be consistent with all applicable legal and RPS policy requirements. In the case of an accident, the driver's insurance shall be primary and RPS's will be secondary. No unit member shall be required to transport students in their personal vehicle.

14.4 Notification Concerning Prior Violent Student History

To the extent known by the School and consistent with any applicable legal or RPS policy requirements unit members shall be apprised by RPS if any student with a history of violent behavior is assigned to them, or when a student on their roster has been suspended or expelled for any violence offense(s) from their previous school.

14.5 Unit Member Use of Reasonable Physical Control

Any unit member use of physical control in connection with students shall be consistent with applicable legal requirements and RPS training.

14.6 Emergency Closure

In the event of an emergency closure to RPS facilities, including but not limited to natural disasters, quarantine, or government order, unit members shall receive their daily rate of pay and benefits. Such days shall be replaced for that school year by RPS, following input from OGRPEA as to the specific dates for replacement of such days.

14.7 Emergency Supplies

At the beginning of each school year, RPS shall provide each school office with first aid kits containing items recommended in the Emergency First Aid Guidelines for California Schools from the Emergency Medical Services Authority of the California Health and Human Services Agency. Each classroom shall also be provided with an appropriate industry standard first aid kit. During the course of the school year, it is the unit member's responsibility to notify the Principal (or designee) when additional supplies are needed and to return the first aid kit for replenishment.

14.8 Communication Equipment

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

14.9 CPR Certification

RPS may provide OGRPEA members with a voluntary CPR and First Aid certification course. Any CPR certification required for credentialing shall be the responsibility of the unit member.

14.10 Access to Safety Materials

Safety protocols addressing earthquake, fire drills, lockdown and lockout procedures shall be posted in each classroom. Unit members should have access to emergency materials and procedures.

14.11 Working on Site After Hours

An appointed administrative designee will be present when unit members are required to work on site beyond the contract work day/work week.

ARTICLE 15 - COMPENSATION

15.1 Salary Schedule

The salary schedules for all unit members are attached as Appendices A and B.

Beginning the 2022-2023 school year RPS restructured the teacher and counselor salary schedules, restructured the stipend schedule and increased the employer contribution to health and welfare benefits by $5,232.60 resulting in a significant increase to total compensation for all unit members. Further, effective July 1, 2022, the salary schedules shall be increased by 5%, and effective July 1, 2023, the salary schedules shall be increased by 7%. Such total compensation changes settle and close negotiations for school years 2022/2023 and 2023/2024.

15.2 Stipends

The Stipends Schedule for all certificated positions is attached as Appendix C.

15.3 Column Advancement

Column advancements on the salary schedule are effective on the beginning date of contract service in the school year immediately following the school year in which the qualifying service was rendered.

15.4 Step Advancement

Unit members must complete 75% of a year to advance a step. Step assignment is based on the number of years of experience. New members hired by RPS may transfer year-for-year credit for teaching service up to 10 years. Credit in excess of 10 years or other incentives should only be granted after an applicable MOU between OGRPEA and RPS is approved. Initial placement on the salary schedule shall be determined at the sole discretion of RPS and shall be based on demonstrable proof of relevant prior experience and credentials/qualifications.

15.5 Less Than Full Time Assignments

Unit members whose assignments are less than full time will be paid in direct proportion to the full time employment assigned.

15.6 No Reduction in Salary Due to New Salary Schedule Implementation

No unit member shall have a reduction in their current RPS salary as a result of the new salary schedule set forth in Appendix A, B or C.

15.7 Fees Paid for Unit Members for Before School Student Program (TK-6)

For the 2022/2023 and 2023/2024 school years, RPS shall pay those fees associated with the before school student program (provided by Champions or any other RPS contracted

provider) for TK-6 children of unit members who are enrolled in Riverside Preparatory Elementary, Riverside Preparatory Middle or Oro Grande Elementary School.

ARTICLE 16 - HEALTH BENEFITS

16.1 Employer Contribution Toward Benefit Plans

For the 22/23 school year RPS shall contribute up to $17,232.60 annually (to be provided in equal amounts on a monthly basis) for each full-time unit member to be utilized toward any RPS-sponsored health and welfare benefit plans. For the 23/24 school year RPS shall contribute up to $19,l44.20 annually (to be provided in equal amounts on a monthly basis) for each full-time unit member to be utilized toward any RPS-sponsored health and welfare benefit plans. Such total compensation changes settle and close negotiations for school years 2022/2023 and 2023/2024.

16.2 Annual Staff-wide Informational Presentation

At least once annually, prior to the open enrollment period, RPS will schedule a staff- wide presentation by the insurance provider to provide information and answer questions about plan options, costs and benefits.

16.3 Waiver of Health Benefit Coverage

Upon a unit member' s proof of alternative coverage, unit members may receive either in lieu payment in the amount of $3,000 or direct all or a portion of such funds into a 403(b) plan, consistent with such plan conditions.

ARTICLE 17 - REIMBURSEMENT FOR PERSONAL PROPERTY LOSS/DAMAGE

In accordance with RPS board policy as determined by the applicable insurance carrier, RPS will pay the cost of replacing or repairing personal property of a unit member when the damage to the personal property occurs as a result of the negligence of RPS. When damage is a result of a malicious act, any individual claim will not exceed $500.

ARTICLE 18 - SUMMER PROGRAM

18.1 Beyond Regular School Year

Summer School is not an extension to the regular school year. Determination of Summer School is within the authorization of RPS and the decisions regarding Summer School will be assessed by RPS on an annual basis.

18.2 Compensation

Summer School compensation will be a minimum flat rate of $6,000 per teacher. The final compensation will be prorated based upon actual days worked. Unit members do not accrue sick leave and may not utilize accrued sick leave during such assignment.

18.3 RPS Authority

The scope of RPS authorization will include the following:

18.3.1 Whether Summer School is offered
18.3.1.1 - Hours of supervision
18.3.1.2 - Days of enrollment

18.3.2 Determination of Summer School Curriculum and format of instruction (e.g., online credit recovery, classroom seat time, independent study, etc.)

18.3.3 Determination of student enrollment

18.3.4 Summer school class size will be commensurate with Article 12 (Class Size)

18.3.5 Summer school selection will be based on teacher experience.

18.3.6 Members who have shown interest for a Summer School position will be notified of their selection/non-selection in writing within ten (10) days after the final date of interest given.

ARTICLE 19 - WORKING CONDITIONS

19.1 Equipment and Supplies

RPS shall make available typing and duplicating equipment for unit members to prepare instructional materials. RPS shall provide workrooms for unit member's utilization when possible. So long as instructional space is safe and conducive to an effective learning environment as determined by RPS, RPS shall provide unit members with the following:

19.1.1 A separate desk or table and locking cabinet, unless the desk allows for locking storage in which case a locking cabinet is not required.

19.1.2 Reasonably suitable bookshelf space.

19.1.3 Reasonably adequate whiteboard space at each facility/class room.

19.1.4 Teacher editions of texts utilized in the courses taught.

19.1.5 Copy paper, paper, pencils, pens, dry erase markers, and other materials required to perform their assigned duty.

19.2 2023 - 2024 & 2024 - 2025 Allowance

RPS shall provide each teaching unit member with a $500 allowance for the 2023 /2024 and 2024/2025 school year to purchase instructional materials. This provision sunsets and in order to continue will need to be renegotiated.

19.3 Staff Facilities

RPS shall provide adequate lunchroom and restroom facilities for staff use and, when possible, designate one (1) room as the staff lounge per site.

19.4 Parking

Adequate off-street parking facilities for unit members shall be provided.

ARTICLE 20 - SAVINGS

If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Upon written request of either party, the parties shall promptly meet and negotiate the impacts and effects of such a change.

APPENDIX A
TEACHER SALARY SCHEDULES

Riverside Preparatory School

Teacher Salary Schedule

Effective 7-1-22 reflects 5% increase

	PIP/STIP Intern	Prelim	BA/BS with Clear	MA/MS with Clear
Step	A	A1	B	C
1	$62,505	$65,795	$69,258	$71,400
2		$67,769	$71,336	$73,542
3		$69,802	$73,476	$75,748
4		$71,896	$75,680	$78,021
5		$74,053	$77,950	$80,361
6		$76,275	$80,289	$82,772
7			$82,698	$85,255
8			$85,179	$87,813
9			$87,734	$90,447
10			$90,366	$93,161
11			$93,077	$95,956
12			$95,869	$98,834
13			$98,745	$101,799
14			$101,708	$104,853
15			$104,759	$107,999
16			$105,807	$109,079
17			$106,865	$110,170
18			$107,933	$111,271
19			$109,013	$112,384
20			$110,103	$113,508
21			$111,204	$114,643
22			$112,316	$115,789
23			$113,439	$116,947
24			$114,573	$118,117
25			$115,719	$119,298
26				$120,491
27				$121,696
28				$122,913
29				$124,142
30				$125,383
30+				$126,637

185 work days

Riverside Preparatory School

Teacher Salary Schedule

Effective 7-1-23 reflects 7% increase

	PIP/STIP Intern	Prelim	BA/BS with Clear	MA/MS with Clear
Step	A	A1	B	C
1	$66,880	$70,401	$74,106	$76,398
2		$72,513	$76,330	$78,690
3		$74,688	$78,619	$81,050
4		$76,929	$80,978	$83,482
5		$79,237	$83,407	$85,986
6		$81,614	$85,909	$88,566
7			$88,487	$91,223
8			$91,142	$93,960
9			$93,875	$96,778
10			$96,692	$99,682
11			$99,592	$102,673
12			$102,580	$105,752
13			$105,657	$108,925
14			$108,828	$112,193
15			$112,092	$115,559
16			$113,213	$116,715
17			$114,346	$117,882
18			$115,488	$119,060
19			$116,644	$120,251
20			$117,810	$121,454
21			$118,988	$122,668
22			$120,178	$123,894
23			$121,380	$125,133
24			$122,593	$126,385
25			$123,819	$127,649
26				$128,925
27				$130,215
28				$131,517
29				$132,832
30				$134,160
30+				$135,502

185 work days

APPENDIX B
COUNSELOR/TOA SALARY SCHEDULES

Riverside Preparatory School

Counselor/TOA Salary Schedule

Effective 7-1-22 - Reflects a 5% increase

	PIP/STIP Intern	Prelim	BA/BS with Clear	MA/MS with Clear
Step	A	A1	B	C
1	$64,195.00	$67,574.00	$71,130.00	$73,330.00
2		$69,600.00	$73,264.00	$75,530.00
3		$71,689.00	$75,461.00	$77,796.00
4		$73,839.00	$77,725.00	$80,129.00
5		$76,055.00	$80,057.00	$82,534.00
6		$78,335.00	$82,460.00	$85,010.00
7			$84,933.00	$87,560.00
8			$87,480.00	$90,186.00
9			$90,105.00	$92,891.00
10			$92,808.00	$95,679.00
11			$95,593.00	$98,549.00
12			$98,461.00	$101,506.00
13			$101,414.00	$104,551.00
14			$104,456.00	$107,687.00
15			$107,589.00	$110,918.00
16			$108,666.00	$112,028.00
17			$109,753.00	$113,148.00
18			$110,851.00	$114,279.00
19			$111,958.00	$115,421.00
20			$113,079.00	$116,576.00
21			$114,209.00	$117,742.00
22			$115,351.00	$118,919.00
23			$116,505.00	$120,107.00
24			$117,669.00	$121,309.00
25			$118,847.00	$122,522.00
26				$123,747.00
27				$124,985.00
28				$126,235.00
29				$127,496.00
30				$128,772.00
30+				$130,060.00

190 work days (Daily rate based on Teachers Salary Schedule)

Riverside Preparatory School

Counselor/TOA Salary Schedule

Effective 7-1-23 - Reflects a 7% increase

	PIP/STIP Intern	Prelim	BA/BS with Clear	MA/MS with Clear
Step	A	A1	B	C
1	$68,689.00	$72,304.00	$76,109.00	$78,463.00
2		$74,472.00	$78,392.00	$80,817.00
3		$76,707.00	$80,743.00	$83,242.00
4		$79,008.00	$83,166.00	$85,738.00
5		$81,379.00	$85,661.00	$88,311.00
6		$83,818.00	$88,232.00	$90,961.00
7			$90,878.00	$93,689.00
8			$93,604.00	$96,499.00
9			$96,412.00	$99,393.00
10			$99,305.00	$102,377.00
11			$102,285.00	$105,447.00
12			$105,353.00	$108,611.00
13			$108,513.00	$111,870.00
14			$111,768.00	$115,225.00
15			$115,120.00	$118,682.00
16			$116,273.00	$119,870.00
17			$117,436.00	$121,088.00
18			$118,611.00	$122,279.00
19			$119,795.00	$123,500.00
20			$120,995.00	$124,736.00
21			$122,204.00	$125,984.00
22			$123,426.00	$127,243.00
23			$124,660.00	$128,514.00
24			$125,906.00	$129,801.00
25			$127,166.00	$131,099.00
26				$132,409.00
27				$133,734.00
28				$135,071.00
29				$136,421.00
30				$137,786.00
30+				$139,164.00

190 work days (Daily rate based on Teachers Salary Schedule)

APPENDIX C
STIPEND SCHEDULES

Riverside Preparatory School

Stipend Schedule

Effective 7-1-22 - Reflects 5% increase

Stipends						
		Steps				
Range	Positions*	1	2	3	4	5
A	AD, HS ASB/Activities, HS Varsity Head Coach (Football, Baseball, Softball, Basketball, Volleyball, Soccer, Track, Wrestling, Cross Country & Cheer)	$4,848	$4,994	$5,144	$5,298	$5,457
B	HS JV Head Coach (Football, Baseball, Softball, Basketball, Volleyball, Soccer, Wrestling)	$4,156	$4,281	$4,409	$4,541	$4,678
C	HS Assistant Coach (Football, Baseball, Softball, Basketball, Volleyball, Soccer, Track, Wrestling, Cross Country & Cheer), HS Head Golf Coach, Lead Teacher (Grade, Subject and MRA Center)	$3,463	$3,567	$3,674	$3,784	$3,898
D	HS JV Assistant Coach	$2,770	$2,853	$2,939	$3,027	$3,117
E	MS Head Coach, MS ASB/Activities, CTI Coach	$2,078	$2,140	$2,204	$2,270	$2,338
F	MS Assistant Coach, Band, Drumline, Choir, Yearbook, Cadet Corp, Negotiation Planning Member	$1,385	$1,427	$1,470	$1,514	$1,559

*Positions is subject to negotiations on an annual basis.

***Step 1 of each range is based upon a percentage of Range B, Step 1 from the Teachers Salary Schedule. Range A is 7%, B is 6%, C is 5%, D is 4%, E is 3% and F is 2%.

Riverside Preparatory School

Stipend Schedule

Effective 7-1-23 - Reflects 7% increase

Stipends						
		Steps				
Range	Positions*	1	2	3	4	5
A	AD, HS ASB/Activities, HS Varsity Head Coach (Football, Baseball, Softball, Basketball, Volleyball, Soccer, Track, Wrestling, Cross Country & Cheer)	$5,187	$5,344	$5,504	$5,669	$5,839
B	HS JV Head Coach (Football, Baseball, Softball, Basketball, Volleyball, Soccer, Wrestling)	$4,447	$4,581	$4,718	$4,859	$5,005
C	HS Assistant Coach (Football, Baseball, Softball, Basketball, Volleyball, Soccer, Track, Wrestling, Cross Country & Cheer), HS Head Golf Coach, Lead Teacher (Grade, Subject and MRA Center)	$3,705	$3,817	$3,931	$4,049	$4,171
D	HS JV Assistant Coach	$2,964	$3,053	$3,145	$3,239	$3,335
E	MS Head Coach, MS ASB/Activities, CTI Coach	$2,223	$2,290	$2,358	$2,429	$2,502
F	MS Assistant Coach, Band, Drumline, Choir, Yearbook, Cadet Corp, Negotiation Planning Member	$1,482	$1,527	$1,573	$1,620	$1,668

*Positions is subject to negotiations on an annual basis.

***Step 1 of each range is based upon a percentage of Range B, Step 1 from the Teachers Salary Schedule. Range A is 7%, B is 6%, C is 5%, D is 4%, E is 3% and F is 2%.

APPENDIX D
SCHOOL CALENDARS

DRAFT Riverside Preparatory School / Oro Grande Elementary **2023-2024 School Calendar**

4 - 4th of July
26-27 New Teacher Work Day
28-31 Teacher Work Day

July

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1 - Teacher Work Day
2- First Day of School

August

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

22

4 - Labor Day
29 – Last Day of 1st Quarter
27-29 Parent Conferences/Minimum Days
29 – Last Day of 1st Quarter

September

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

20

2-6 Fall Break
9 – First Day of 2nd Quarter

October

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

17

10 - Observance of Veteran's Day
20-24 Thanksgiving Break
23-24 Observance of Thanksgiving

November

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

16

12-15 Minimum Days
15 – Last Day of 1st Semester
18-29 Winter Break
25-26 Observance of Christmas

December

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

11

January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

16

1-2 - Observance of New Year's
1- 8 Winter Break
15 - MLK Jr. Holiday
8 - Teacher Work Day

February

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

19

16 - Observance of Lincoln's Birthday
19 - President's Day

March

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

16

13-15 Parent Conference/Minimum Days
15 - Last Day of 3rd Quarter
18-22 Spring Break

April

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

22

May

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

21

27 - Memorial Day
28-29 Minimum Days
30 – Last Day of School/Minimum Day
31 – Teacher Work Day

June

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

19 – Observance of Juneteenth

First/Last Day of School **Teacher Work Days/Non-Student Day** **Minimum Days** **Student Vacation Days** **Holiday**

DRAFT Riverside Preparatory School / Oro Grande Elementary — 2024-2025 School Calendar

July

4 – 4th of July
31 – New Teacher Work Day

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August

1 – New Teacher Work Day
2-6 Teacher Work Day
7- First Day of School

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

18

September

2 - Labor Day

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

20

October

2-4 Parent Conferences/Minimum Days
4 – Last Day of 1st Quarter
7-11 Fall Break
14 – First Day of 2nd Quarter

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

18

November

11 - Veteran's Day
25-29 Thanksgiving Break
28-29 Observance of Thanksgiving

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

15

December

17-20 Minimum days
20 – Last Day of 1st Semester
23-31 Winter Break
24-25 Observance of Christmas

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

15

January

1 -New Year's Day
1- 10 Winter Break
20 - MLK Jr. Holiday

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

14

February

14 - Observance of Lincoln's Birthday
17 - President's Day

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

18

March

12-14 Parent Conference/Minimum Days
14 - Last Day of 3rd Quarter
17-21 Spring Break

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

16

April

25 – Teacher Work Day

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

21

May

26 - Memorial Day

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

21

June

3-5 Minimum Days
5 – Last Day of School/Minimum Day
6 – Teacher Work Day
19 – Observance of Juneteenth

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

4

First/Last Day of School | Teacher Work Days/Non-Student Day | Minimum Days | Student Vacation Days | Holiday

Oro Grande School District

Certificated Teacher Evaluation Form

Employee:_____ **School Year:**_____

School:_____ **Evaluator:**_____

Date of Planning Conference:	**Dates of Observation(s):**	**Date of Mid-Year Conference: (Optional)**	**Date of Final Conference:**
_____	_____	_____	_____

In-depth Standard: (Circle) **I** **II** **III** **IV** **V** **VI**

Rating: **E**= Exceeds **M** =Meets Standards **P** = Partially Meets Standards **U** = Unsatisfactory

(P and/or U requires justification. Any U requires an Employee Improvement Plan Employee Imp Plan)

Evaluator Comments:	**Employee Comments:**

Evaluator Signature:_____ **Date:**_____

Employee Signature:_____ **Date:**_____

I acknowledge that I have seen this evaluation. I understand that my signature does not necessarily mean that I agree with all of the ratings in this evaluation.

A copy of this document will be placed in your personnel file after 10 days. You may prepare a response which will be attached to this document.

Copy 1-Personnel Copy 2-Employee Copy 3-Evaluator

Oro Grande School District

Certificated Teacher Evaluation Form

STANDARD I - Engaging and supporting all students in learning	OGSD Core Value	Rating	Evidence/Recommendations/Commendations
Uses knowledge of students to engage them in learning.	Believe		
Connects learning to students' prior knowledge, life experience and interests.			
Connects subject matter to meaningful, real-life contexts.			
Uses a variety of instructional strategies, resources and technologies to meet students' diverse learning needs.			
Promotes critical thinking through inquiry, problem solving and reflection.			
Monitors student learning and adjusts instruction while teaching.			

STANDARD II - Creating and maintaining effective environments for student learning	OGSD Core Value	Rating	Evidence/Recommendations/Commendations
Promotes social development and responsibility within a caring community where each student is treated fairly and respectfully.	Advocate		
Creates physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.			
Establishes and maintains learning environments that are physically, intellectually, and emotionally safe.			
Creates a rigorous learning environment with high expectations and appropriate support for all students.			
Develops, communicates and maintain high standards for individual and group behavior.			
Employs routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn.			
Uses instructional time to optimize learning.			

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STANDARD III - Understanding and organizing subject matter for student learning	OGSD Core Value	Rating	Evidence/Recommendations/Commendations
Demonstrates knowledge of subject matter, academic content standards and curriculum frameworks.	Care		
Applies knowledge of student development and proficiencies to ensure student understanding of subject matter.			
Organizes curriculum to facilitate student understanding of the subject matter.			
Utilizes instructional strategies that are appropriate to the subject matter.			
Uses and adapts resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.			
Addresses the needs of English learners and students with special needs to provide equitable access to the content.			

STANDARD IV - Planning instruction and designing learning experiences for all students	OGSD Core Value	Rating	Evidence/Recommendations/Commendations
Uses knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction.	Advocate		
Establishes and articulates goals for student learning.			
Develop and sequence long-term and short-term instructional plans to support student learning.			
Plans instruction that incorporates appropriate strategies to meet the learning needs of all students.			
Adapts instructional plans and curricular materials to meet the assessed learning needs of all students.			

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STANDARD V - Assessing student learning	OGSD Core Value	Rating	Evidence/Recommendations/Commendations
Applies knowledge of the purposes, characteristics, and uses of different types of assessments.	Care		
Collects and analyzes assessment data from a variety of sources to inform instruction.			
Reviews data, both individually and with colleagues, to monitor student learning.			
Uses assessment data to establish learning goals and to plan, differentiate, and modify instruction.			
Involves all students in self-assessment, goal setting, and monitoring progress.			
Uses available technologies to assist in assessment, analysis, and communication of student learning			
Uses assessment information to share timely and comprehensible feedback with students and their families.			

STANDARD VI - Developing as a professional educator	OGSD Core Value	Rating	Evidence/Recommendations/Commendations
Reflects on teaching practice in support of student learning.	Believe		
Establishes professional goals and engages in continuous and purposeful professional growth and development.			
Collaborates with colleagues and the broader professional community to support teacher and student learning.			
Works with families to support student learning.			
Engages local communities in support of the instructional program.			
Manages professional responsibilities to maintain motivation and commitment to all students.			
Demonstrates professional responsibility, integrity, and ethical conduct.			

Date:
Grade:
Subject:

Teacher's Name: Teacher email address will be listed here
Administrator's Name: Observing administrator's name will be listed here
**Both the teacher and administrator will receive an emailed copy of the walkthrough form

Please see the walkthrough feedback below.

Posted Objective:
Objective will be written in full here. If an objective cannot be located, the observing administrator will notate this here.

Learning objectives are clearly and explicitly stated (CSTP 3, 4):
Options include:

- Posted in student friendly language
- Measurable
- Used interactively in the lesson
- Not observed
- NA

Instructional Environment (CSTP 1, 2, 3, 4):
Options include:

- Focus wall as a tool
- Student work displayed
- Room design- welcoming environment
- Adopted curriculum in use
- Approved supplemental materials
- Not observed
- NA

Proactive Classroom Management (CSTP 1, 2, 3, 4):
Options include:

- Routines, procedures, norms, and supports are established for positive classroom climate
- Smooth transitions
- Redirection vs. referral
- Instructional time maximized
- Use of differentiated instruction
- Not observed
- NA

Lesson Structure and Sequence (CSTP 1, 2, 4):
Options include:

- Focused instruction ("I do")
- Guided instruction ("We do")
- Collaborative learning ("You do it together")
- Independent learning ("You do it alone")
- NA

There is continuous and intensive interaction and opportunities for students to respond (CSTP 1, 3, 4):
Options include:

- Individual: Quick writes, Equity Sticks, No-Opt-Out, Popcorn
- Partner: Think(Write)-Pair-Share, Roundtable, Opposites Attract, Jigsaw
- Group: Choral Response, Hand Signals, White Board, Technology, Four Corners
- Did not observe
- NA

Student Engagement, Feedback and Correctives (CSTP 3, 4, 5):
Options include:

- Active engagement
- Passive engagement
- Immediate feedback
- Continuously checking for understanding
- Welcoming environment
- Not observed
- NA

DOK - Depth of Knowledge:
Options include:

- Level 1: Recall and Reproduction (Tasks require recall of facts or rote application of simple procedures.)
- Level 2: Skills and Concepts (Tasks with more than one mental step such as comparing, organizing, summarizing, predicting, and estimating)
- Level 3: Strategic Thinking (Students must use planning and evidence, and thinking is more abstract.)
- Level 4: Extended Thinking (Students synthesize information from multiple sources, often over an extended period of time, or transfer knowledge from one domain to solve problems in another.)

Notes:
The observing administrator will provide specific, detailed feedback about the observation in this section

Keep doing:

The observing administrator will provide feedback about an area of strength, an effective strategy, or something positive that stands out during the observation

If you have any questions concerning your observation, feel free to reach out to administration for clarification.