

**Cotati-Rohnert Park Unified School District & Rohnert Park Cotati Educators Association
Mediator's Proposed Comprehensive Tentative Settlement Agreement
2017-18 Successor Agreement Negotiations**

January 23, 2018

Joint statement:

The Cotati Rohnert Park Unified School District and the Rohnert Park Cotati Educators Association are pleased to announce that we have reached an agreement on a new three year contract. This agreement is based on our mutual goals, and our partnership in which we strive for transparency and respectful relations. The agreement includes a 5.5% salary increase over two years, and expresses our shared, profound appreciation for the educators who serve our students every day.

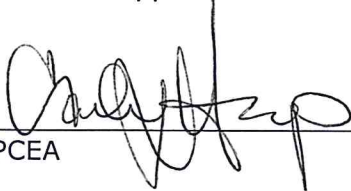
This is a comprehensive agreement settling all outstanding items.

1. Total Compensation Package:
 - Increase salary schedules by **2%** effective January 1, 2018 (see Article 15 TA).
Effective date is based on RPCEA ratification by February 9, 2018
 - Increase salary schedules by 2% effective July 1, 2018 (see Article 15 TA)
 - Increase work year by three professional development days beginning in 2018-2019, to be paid by a proportionate increase on the salary schedule
 - Related cost increases are:
 - STRS increase = **1.85%** (see attached chart)
 - PERS increase = **1.61%**
 - RPCEA step and column increase = **1.4%**
 - Health & Welfare coverage increase = **.67%** (pro-rated for annual)
 - One voluntary Professional Development day in 2017-18, to be paid at the per diem rate for unit members, equal to a **.5%** bonus.
 - Increase the speech and language pathologists' work year by 5 days beginning in 2017-18, a **2.5%** (approximate) ongoing increase in salary
2. Article 4 – Hours – see 1/23/18 & MOU for Psychologists & SLPs increased workdays in 2017-2018.
3. Article 6 – Class Size – Tentative Agreement 7/6/17
4. Article 7 – Transfer – Tentative Agreement 7/6/17
5. Article 15 – Wages & Salary Schedule Appendices – 1/23/18
6. Article 18 – Special Education – 1/23/18
7. Article 26 – Duration – 1/23/18
8. Appendix AAA – Stipends – Tentative Agreement 7/6/17

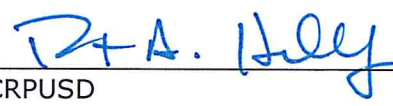
 1/23/18

9. Existing TAs:

- MOU to schedule one voluntary Professional Development day in 2017-2018, paid @ per diem (approx .5%)
- Article 10 Grievance
- Article 14 Leaves
- Article 19 Public Charges
- Article 23 Due Process
- Appendix F-1 Elementary Sites



RPCEA



CRPUSD

1/23/18
Date

1/23/2018
Date

TENTATIVE AGREEMENT
RPCEA & CRPUSD
January 23, 2018

ARTICLE 4 – HOURS

- 4.1.1.1 The standard work year shall consist of 182 days; 180 days of pupil instruction and two (2) non-instructional work days. *Beginning July 1, 2018, the standard work year shall consist of 185 days; 180 days of pupil instruction, 2 non-instructional work days and 3 non-instructional professional development days.*
- 4.1.1.2 The work year for counselors will be 192 days.
- 4.1.1.3 Beginning in 2017-2018, the work year for psychologists shall be 192 days. At least 5 days shall immediately precede the first instructional day and shall include a one day District Special Education staff meeting. The remaining days in excess of the student instructional calendar shall be determined by the psychologist and the Director of Special Education (see Ar. 7, § 7.2.8).
- 4.1.1.3 Beginning in 2017-2018, the work year for speech and language therapists shall be 187 days. Two days shall precede the base unit member work year and shall include a one day District Special Education staff meeting. The remaining days in excess of the student instructional calendar shall be determined by the speech and language therapist and the Director of Special Education.

4.1.2 Non-Instructional Work Days

- 4.1.2.1 Unit members at sites with two fall non-instructional *work* days will be guaranteed, in blocks of not less than one-half day increments, the equivalent of one (1) full day to be used to prepare their classrooms. Unit members at sites with the second non-instructional *work* day at the end of the fall semester/trimester will be allowed to use this day for the purposes of preparation and/or grading activities. Each non-instructional *work* day shall contain a two (2) hour staff meeting and the remainder of the day shall be teacher directed time.
- 4.1.2.2 *Beginning in 2018-2019 the work year shall include three professional development days. The District will solicit input from the Association prior to making decisions regarding the content of the days.*
- 4.1.3.1 Elementary parent-teacher conferencing shall be as follows:

Kindergarten	15 hours
Grades 1-3	15 hours
Grades 4-5	15 hours
Grades 6-8 at TPA	15 hours

Conferencing shall be conducted outside of contract hours. Pay for these conferences shall be at the credentialed teacher extra-duty rate for actual time spent conferencing up to the limit set forth above. If additional paid

conference time is needed, it may be arranged with the site administrator's prior approval, which shall not be unreasonably denied.

4.2 No Change

4.2.2 Unit members may be required to perform the following duties: attendance at graduation ceremonies, plays, concerts, dances, judging speech events, supervision at athletic events, sponsorship of class or club activities, not to exceed twenty (20) hours per year. Such duties shall be assigned on an equitable basis at each site, except that a secondary site administrator may assign fewer duties to probationary and temporary unit members.

4.4.2 The secondary school work week shall include at least a one hour collaboration period. The agenda shall be determined by the site administration with unit member input.

4.7.2.7 On Tuesdays, one hour will be designated for staff meeting, professional development, or curriculum planning. Following this meeting, there will be sixty-five minutes of preparation/collaboration time, which is in addition to the time allotted in 4.7.2. This preparation time shall be a duty free period used for planning, preparation, collaboration and conferences with parents, pupils, and other professional staff and shall be within the sole determination of the unit members involved as cited. This preparation period shall not be used for additional faculty meetings called by the administrator.

1st Hour	1st Tuesday – Staff Meeting
1st Hour	2nd Tuesday – Professional Development
1st Hour	3rd Tuesday - Curriculum
1st Hour	4th Tuesday – Professional Development
1st Hour	5th Tuesday in month – Preparation/Collaboration Time
2nd Hour	Every Tuesday – Preparation/Collaboration Time

The content of the Professional Development shall be determined by the site administrator with unit member input. A site may elect to combine the 2nd and 4th Tuesday into one two-hour meeting for professional development, leaving the other Tuesday for one two-hour teacher preparation period.

4.11 Release Time for Elementary 3–5 Teachers

The teacher(s), with the site administrator's approval, may schedule up to the equivalent of three (3) full days of release time. ~~for each elementary teacher.~~ Release time shall be used for District and site assessments, ~~and~~ data analysis, planning, curriculum development and grading. The teacher(s) and site administrator shall agree on the purpose of the release day. The release day shall not be unreasonably denied, and shall be served at a District location designated by the site administrator.

**TENTATIVE AGREEMENT
CRPUSD & RPCEA
ARTICLE 6 – CLASS SIZE**

July 6, 2017

6.1 Class Size Maximum

6.1.1 Elementary classes in grades Transitional kindergarten (TK) through three (3) shall have a maximum of twenty-eight (28) students.

6.1.1.1 The average class enrollment in grades kindergarten (K) through three (3) at each school site listed in Appendix F-1 shall not exceed twenty-eight (28) students.

6.1.1.2 The District shall attempt to maintain class size of 22 or fewer in TK.

6.1.1.3 The District shall attempt to maintain class size of 24 or fewer in grades K through 2nd.

No other changes in 6.1

6.2 No changes to current CBA except following:

6.2.2 Eliminate

6.2.5 Special Day Classes – DELETE AND MOVE TO AR 18 – SPECIAL EDUCATION
Whenever possible, class sizes will be kept below thirteen (13).

*Carlyne
RPCEA 7/6/17*

*RTA. Help
7/6/17*

**TENTATIVE AGREEMENT
CRPUSD & RPCEA**

**Article 7: Transfers and Reassignments
July 6, 2017**

7.1 Definitions

- 7.1.1** **Instructional levels** are elementary (TK-5 and TK-8 for Thomas Page Academy); middle school (6-8); high school (9-12).
- 7.1.2** **Assignment** is the placement of a unit member in a specific grade level or subject matter or other unit position within the unit member's teaching authorization. The District retains the right to assign certificated employees to positions.
- 7.1.3** A **"vacancy" for transfer purposes** is a position at a school location which the District has determined is to be filled by a probationary or permanent unit member rather than a substitute or temporary unit member.
- 7.1.4** A **transfer** is a move from one work site or from one instructional level to another, or from the traditional school year to a year-round or from year-round to the traditional school year.
- 7.1.5** A **voluntary transfer or voluntary reassignment** is one which is initiated by the unit member.
- 7.1.6** An **involuntary transfer or involuntary reassignment** is one initiated by the District.
- 7.1.7** A **reassignment**, at the middle school or high school level, is a move from an existing departmental assignments to an assignment in a different department within the unit member's teaching authorization.
- 7.1.8** A **reassignment**, at the elementary level, is a move from one grade level to another grade level.

7.2 Assignment

- 7.2.1** A unit member may indicate an interest in the same or a different assignment for the subsequent year on the annual Notice of Intent form provided by the District. This form must be submitted to the Human Resources Office by the last working day in February.
- 7.2.2** In making assignments, the District and site administrator will consider the interests of the educational program and the preferences stated on the Notice of Intent form.
- 7.2.3** The site administrator will assign unit members currently at the site, and unit members returning from full and part time leave who are currently assigned to the site. The Human Resources Office will assign unit members on full or part time leave who are not currently at or assigned to a site and unit members who are displaced from their sites and/or subject to District initiated transfer prioritized by the unit members' seniority, preference, and district needs.

request must be in writing and must include a summer email address. As vacancies occur in the District during the course of the summer, unit members who request transfers shall be notified of vacancies. ~~and may make application for transfer to specific positions.~~

- 7.3.5 If the unit member requests that his/her application for transfer be kept confidential, the administrator at his/her school will not be notified by the Human Resources Department of the application until the time for interviewing prospective candidates. Administrators shall not prevent or influence the person requesting the transfer.
- 7.3.6 A unit member will be notified in writing by the District that his/her transfer request has been received.
- 7.3.7 Interviews will be scheduled for unit members who apply and hold the proper credential authorization for a vacancy.
- 7.3.8 When there is more than one (1) applicant for a position, such transfer shall be based on the legitimate economic and educationally related needs of the District in accordance with the following: credentials, qualifications, and ability being relatively equal, the unit member with the greatest District-wide seniority shall be selected to fill the vacancy.
- 7.3.9 Notwithstanding any other provision of this agreement, a unit member who requests a voluntary transfer to a school that is ranked in Decile 1 to 3 inclusive, shall not be transferred to that school if the principal of the school refuses to accept the transfer.
- 7.3.10 Notwithstanding any other provision of this agreement, for voluntary transfer requests to any District school for vacancies determined after April 15 of the school year preceding the transfer, current unit members shall be reviewed on the same basis as outside applicants who have applied for positions requiring certification qualifications at the receiving school.
- 7.3.11 If a transfer request is denied, a unit member shall, upon request, be notified in writing by the Superintendent or designee as to the reason why, within 10 work days of the request.

7.4 Involuntary Transfer

7.4.1 The Superintendent or designee may initiate an involuntary transfer based on the legitimate economic or enrollment related needs of the District.

7.4.1.1 A survey of the entire staff at the affected school site for voluntary placement shall precede an involuntary transfer under this section. **Unit members shall have two (2) District office work days to respond.** After reviewing the responses, ~~this is done,~~ the Superintendent or designee shall **initiate the transfer if necessary.** ~~designate the site from which the transfer is to occur.~~

7.4.1.2. At the middle school or high school level, the Superintendent or designee, site administrator, a RPCEA representative of the unit member's choice and department chairperson shall meet to discuss the reason for and implications of the involuntary transfer(s).

affected unit member and RPCEA representative to discuss the need for reassignment. The parties may discuss and consider alternative solutions.

7.5.1.2 Right to Return

In the year following the year in which a unit member was involuntarily ~~Unit members being involuntarily~~ reassigned under this section, the unit member shall have the first choice to return to the position from which s/he was ~~they were~~ reassigned if circumstances warrant the re-establishment of that position.

7.5.2 If a site administrator believes that a grade level change is in the best interest of the students, unit member, and/or school, he/she shall meet with the unit member to inform the unit member of the reassignment and the reasons for the reassignment. The unit member may request that a RPCEA representative be present.

7.5.2.1 The meeting to inform the unit member of the reassignment must be held by April 15 of the school year before the reassignment is to take effect.

7.5.2.2 Upon request, the unit member being reassigned shall be provided, **within ten (10) District office work days of the request**, the reasons for the reassignment in writing.

7.5.2.3 Involuntary Decision Responsibility

If no voluntary solution is reached, the site administrator shall make the decision. His/her rationale for this decision shall be discussed with the unit member being involuntarily reassigned, along with a representative of his/her choice, and shall be available in writing to all parties involved.

7.5.2.4 Right of Appeal

The unit member being involuntarily reassigned may appeal the site administrator's decision, **within ten (10) District office workdays of the reassignment decision**, to the Superintendent or designee. His or her decision will be final.

7.5.3 Support

The unit member involuntarily reassigned shall be given all possible material and administrative support in carrying out his/her new position.

7.5.4 Timelines

The reassignment process shall be completed prior to the completion of the spring semester for the fall semester, and prior to Winter Break for the spring semester. In the event of drastic unforeseen circumstances during the summer, this deadline may be extended, but in no case shall it be later than five (5) calendar days before the start of school. In such cases, the site administrator shall follow the procedures of this section, contacting by phone and/or ~~First Class~~ email all parties who might reasonably be involved.

7.5.5 Protection of Privacy

Should the reasons for a contemplated reassignment involve matters which reflect unfavorably upon a unit member either personally or professionally, the protection of the privacy of that unit member shall be paramount. In such cases, open posting and discussions shall be replaced with private discussions with those directly involved.

**TENTATIVE AGREEMENT
CRPUSD & RPCEA
January 23, 2018**

Article 15 – Wages

15.2 Salary Schedule

Salary schedules are identified in Appendices A, A-1, AA, AA-1, and AA-2 ~~AAAA~~ [renumber AAAA (Counselors) to AA-2 and AAAA to AAA] Salary schedules A, A-1, AA, AA-1 and AA-2, but not the stipend subscripts, *shall be increased by 2% effective January 1, 2018 and 2% effective July 1, 2018. In addition increase salary schedules in Appendices A and A-1 in proportion to the increase in the work year by 3 professional development days (182 to 185 days) beginning in 2018-2019.*

15.5 Psychologist Schedule (See Appendix AA)

15.5.1 Duty Days: ~~182-192~~ effective 7/1/17

15.5.2 Psychologists shall be placed on the Psychologists Salary Schedule in accordance with their respective training and experience. ~~For each additional assigned duty day, the District will pay a pro-rata additional amount based upon the total number of work days (1/total # work days).~~

15.6 Speech and Language Therapist Salary Schedule

15.6.1 Duty days: 187 effective 7/1/17

15.6.2 Speech and Language Therapists shall be placed on the Speech and Language Therapist Salary Schedule in accordance with their respective training and experience.

NO OTHER CHANGES TO ARTICLE 15 EXCEPT RENUMBERING

at 1/23/18
RA

**CRPUSD & RPCEA TENTATIVE AGREEMENT
ARTICLE 18 – SPECIAL EDUCATION
January 23, 2018**

ARTICLE 18: SPECIAL EDUCATION

18.1 Subcontracting

The parties agree that the duties and work performed by the unit members as described in Article 2, Recognition, shall be performed only by said members except where other additional resources are needed by the District.

18.2 Professional Development

18.2.1 As the District designs and implements professional development for *unit members* ~~regular education teachers~~, the Association shall have the opportunity to provide input on the ~~special needs and~~ concerns of the unit members related to students with special needs.

18.2.2 Professional Development shall include but not be limited to how unit members can meet the needs of special education students in the special and general education settings, to modify curriculum, and develop and implement behavior plans.

18.2.3 When possible, any such professional development activities shall be accomplished during unit member's regular work day.

18.3 Student Referrals and Placement in General Education Classroom

A general education unit member will have the right to the following:

18.3.1. Elementary and secondary general education teachers and secondary counselors receive a copy of the relevant sections of a student's Individual Education Program (IEP) within five (5) school days of the student's placement in the teacher's classroom or on the counselor's caseload.

18.3.2 Request review of an IEP of a student in the general education teacher's classroom. Any such request shall be submitted to the student's case manager.

18.3.3 As appropriate, be a member of the IEP team for a student assigned to his/her classroom. Whenever possible, IEP meetings will be held during the unit member's regular work day.

18.3.4 If a student engages in disruptive behavior, the teacher shall utilize appropriate intervention procedures, and if necessary, request assistance from the administration.

18.3.5 Appropriate training shall be provided for general education teachers to meet the needs of students with IEPs assigned to their classrooms.

18.4 Resource Specialists

18.4.1. Will be assigned a caseload consistent with state requirements. If the state requirements change, the parties will reopen negotiation on this section.

18.4.2 Will be assigned instructional assistants as mandated and funded by state requirements.

18.4.3. Will not be assigned to teach or substitute in a regular class. This is not to be construed as prohibiting a Resource Specialist from working in a regular class with the regular teacher in the implementation of a student's IEP.

Special Education Teachers

18.4.4 Whenever possible, the District will provide release time to attend meetings regarding development, assessment, and/or implementation of IEPs of students assigned to his/her caseload.

18.4.5 The regular classroom teacher and *special education service providers* ~~resource~~ ~~specialist~~ shall mutually develop the instructional methods to be utilized in the

implementation of the IEP of a student assigned to a regular classroom.

18.5 Special Day Class Teachers

18.5.1 Will be assigned instructional assistants as mandated and funded by state requirements.

18.5.2 Will attend meetings regarding the development, assessment, and/or implementation of the IEPs of a student assigned to his/her caseload.

18.6 Nurse Services

18.6.1 Credentialed nurse services shall be available to each site. Unit members shall follow existing school regulations in dispensing, administering, or supervising the taking of medication by a student or performing medical procedures for a student. Refer to Board Policy and Regulation 5141.21.

18.8 Speech and Language Therapist Services

18.8.1 The site administrator may release the SLP from site based Professional Development and Staff meetings if the site administrator determines that the content is not pertinent to the SLP.

18.9 Special Education Teachers Preparation and Release Time

18.9.1 Special education teachers shall have the same amount of preparation time as general education teachers at their site.

18.9.2 Special Education Teachers may request release time from their site administrator in order to conduct assessments, write reports, and prepare for IEP meetings. Such release time shall not exceed a total of three (3) workdays per school year and may only be taken when the administrator can provide adequate coverage for the teacher's regular assignment.

18.10 Instructional Assistants

18.10.1 Special Education teachers may provide input to the evaluator of the instructional assistant who works with the teacher.

18.11 Class Size/Caseload

When possible the District will maintain the following caseloads. A caseload is defined as the number of student IEPs the teacher is responsible for managing:

- | | | |
|---------|-----------------------------------|-------------|
| 18.11.1 | Moderate/Severe Special Day Class | 12 students |
| 18.11.2 | Learning Center Teacher Caseload | 28 students |

~~OK~~ 1/23/17
RH

**TENTATIVE AGREEMENT
CRPUSD & RPCEA
January 23, 2018**

Article 26: Duration

This Agreement shall be effective for the period July 1, 2017, through June 30, 2020. This is a closed contract through June 30, 2020, except for the following:

In 2019-20 either party may reopen on Article 15 Wages and Article 18 Special Education.

OK 1/23/18
12/17

TENTATIVE AGREEMENT
CRPUSD & RPCEA
July 6, 2017

APPENDIX AAA
Extra Duty for Academics

- High School Activity Director – move from Division Three to Division One (stipend/\$ and one class)
- Yearbook Advisor – STATUS QUO (CBA does not preclude full year class assignment)
- Hourly rate – STATUS QUO

Chaffin

RPCEA 7/6/17


R.A. Hef
7/6/17

MEMORANDUM OF UNDERSTANDING
Between
Cotati-Rohnert Park Unified School District
and
Rohnert Park Cotati Educators Association

June 1, 2017

The parties acknowledge that the District will schedule one voluntary non-instructional workday in 2017-2018. Unit members who attend will be paid at their unique per diem rate effective on September 1, 2017.

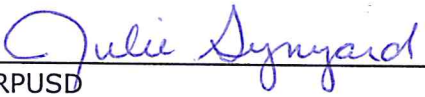
The voluntary workday for elementary and middle school shall be on August 11, 2017. The voluntary workday for high school shall be on August 14, 2017.



RPCEA

6/1/17

Date



CRPUSD

6/1/17

Date

**TENTATIVE AGREEMENT
CRPUSD & RPCEA
June 1, 2017**

ARTICLE 10 – PROCEDURE FOR GRIEVANCES (Mediation Step)

10.5 Formal – Step IV - Mediation

10.5.1 If the grievant is not satisfied with the response to the grievance or if no disposition has occurred within the timelines specified for Step III, the grievant may submit a request to the Association to refer the grievance to mediation.

If the Association agrees to refer the grievance to mediation, within twenty (20) days of receipt of the Step III response or the date on which the response was due, whichever is earlier, the Association shall request that the California State Mediation/Conciliation Service (CSMCS) assign a mediator to attempt to resolve the grievance. The Association will provide a copy of its request for assignment of a mediator to the Superintendent.

In the event that the grievant, the Association and the Superintendent or her/his designee have not resolved the grievance with the assistance of the mediator within twenty (20) days from the first meeting held by the mediator, either the Association or the District may terminate mediation. If either Party or the mediator terminates mediation, the grievance may proceed to Step V. However, the Parties may mutually agree in writing to extend the mediation timelines.

10.6 Formal – Step V – Arbitration

10.6.1 If the grievant is not satisfied with the decision at Step III, and the Association does not request mediation, the grievant may request that the Association submit the grievance to an arbitrator.

If the grievance is submitted to mediation and mediation does not resolve the grievance, the grievant may request that the Association submit the grievance to arbitration

The Association, by written notice to the Superintendent within twenty-five (25) days after receipt of the Step III decision or termination of mediation, whichever is applicable, may submit the grievance to an arbitrator. If not submitted by the Association, the decision at Step III shall become final. The Association shall identify each aspect of the Superintendent's decision with which the grievant disagrees. If not submitted by the Association, the decision at Step III shall become final.

INSERT REMAINDER OF 10.5 beginning with 10.5.2 AND RENUMBER ACCORDINGLY

10.7.5 Time limits at each step shall begin the day following receipt of written grievance, appeal or decision by the parties in interest. Such time limits can only be extended by mutual agreement of the Association and the District. For grievances not resolved within two weeks before the end of the grievant's work year, the parties may agree to hold the grievance in abeyance until the start of the subsequent work year.

Julie Symard 6/1/17

TA 6/1/17 1:55
Carly H...
RPCEA

**TENTATIVE AGREEMENT
CRPUSD & RPCEA
Article 14 – Leaves**

June 28, 2017

14.1 Sick Leave STATUS QUO

New 14.1.10 ~~14.2~~ Disabled Veteran Sick Leave

Any Unit Member who was hired on or after January 1, 2017 and is a military veteran with military service-connected disability rated at 30% or more by the United States Department of Veteran Affairs, shall be entitled to an additional 10 days of sick leave during the first year of employment. The additional 10 paid sick leave days shall be for the purpose of undergoing medical treatment for his/her military service-connected disability. An employee who is employed for less than five days per week shall be entitled to a percentage of 10 days. The District shall notify all new unit members hired on or after January 1, 2017 of this leave right. Notification to unit members shall be upon hiring. This leave must be used during the first year of employment with *the District*. Any leave unused shall be forfeited after 12 months from hire date. The *District* shall create an on-line system that keeps track of this leave usage.

14.2 Personal Necessity STATUS QUO

14.3 Industrial Accident and Illness STATUS QUO

14.4 Bereavement STATUS QUO

14.5 ~~Maternity Disability~~ Pregnancy Disability Leave

14.5.1 The District shall provide for leave of absence from duty for any unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician.

14.5.2 Disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District. This leave commences with the onset of the disability due to pregnancy.

14.5.3 The unit member may claim sick leave pay and/or extended disability pay for no more than the period of time when the unit member's physician certifies in writing that she was actually physically disabled from performing her duties because of pregnancy, miscarriage, childbirth, or recovery therefrom.

14.9.2 Unit members who have been employed for at least 12 months are eligible to take this leave.

14.9.3 For birthing mothers, the 12 week child bonding leave will not commence until the conclusion of any pregnancy disability leave. For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave.

14.9.4 The leave must be completed within **one calendar year/twelve months** of the birth, adoption or placement. As permitted by law, the leave may also be taken intermittently within the year.

14.9.5 Pursuant to Education Code section 44977.5, if the unit member exhausts his/her accumulated sick leave prior to expiration of the 12 week child bonding leave, s/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the 12 week period.

14.9.6 When possible, the unit members must provide the District at least thirty (30) calendar days prior notice of intent to take child bonding leave, except in the case of emergency or unforeseen circumstances.

14.9.7 A Unit Member on leave under this provision shall not forfeit his or her probationary or permanent status.

14.9.8 A Unit Member's health benefits will continue while on leave under this provision.

14.10 Military **STATUS QUO**

14.11 Legislation **STATUS QUO**

14.12 Inservice/~~Performance Improvement~~

A site administrator may provide up to three (3) days of paid leave each school year for the purpose of improving the unit member's performance.

14.13 Jury or Witness Duty **STATUS QUO**

14.14 Health

14.14.1 The District may grant a unit member, upon request, a paid leave for health reasons. Such leave shall be for a minimum of one semester and a maximum of one school year.

~~14.13.2 The District may grant a unit member, upon request, a paid leave for health reasons. Such leave shall be a minimum of one semester and a maximum of one school year.~~

2. The placement of a child with the unit member in connection with the unit member's adoption of the child.
3. The serious illness of the unit member's child.
4. The serious health condition of the unit member's parent or spouse. "Serious health condition" means an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of the treatment or supervision and involves either:
 - a) Patient care in a hospital, hospice, or residential health care facility; or
 - b) Continuing treatment or continuing supervision by a health care provider.

14.18.3 For purposes of this leave, "child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child. For purposes of this leave, "parent" means a biological, foster or adoptive parent, a stepparent, or a legal guardian.

14.18.4 Family care and medical leave shall not exceed twelve (12) work weeks during any twelve (12) month period. This twelve (12) month period shall begin from the date the unit member's family care and medical leave begins.

14.18.5 Immediately prior to and during the period of Family Care Leave, the District shall allow the unit member to elect to use his/her accrued sick leave or any other paid or unpaid leave provided in the contract or in law. The use of such leaves shall not be interpreted so as to shorten family care leave even though it extends the duration of the absence of the unit member beyond the term of the Family Care Leave. If the unit member does not elect to use his/her accrued sick leave or any other paid leave provided in the contract or in law, the Family Care Leave shall be granted as unpaid leave.

14.18.6 The unit member shall continue to be entitled to participate in health plans, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose.

14.18.7 The unit member shall retain his/her employee status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity, seniority, or any employee benefit plan. Unit members who are granted such leave shall be employed in the same or comparable position upon return from family care leave.

14.18.8 If a unit member's need for family care leave is foreseeable, he/she shall give the District reasonable advance notice. If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of school or District operations. This scheduling shall be subject to the health care provider's approval.

Cathy Hump 6/28/17
RPCEA

Julie Symard 6/28/17
CRPUSD

CRPUSD PROPOSAL
June 1, 2017

Article 19 – Public Charges & Article 23 – Just Cause/Due Process

The District proposes that these articles remain status quo.

TA

Julie Snyder 6/1/17
Cathy Hays RPCEA 6/1/17

TENTATIVE AGREEMENT
RPCEA & CRPUSD
July 6, 2017

APPENDIX F-1

COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT
TK-3 District School Sites

Evergreen Elementary
John Reed Elementary
Marguerite Hahn Elementary
Monte Vista Elementary
Thomas Page Academy
University La Fiesta
Waldo Rohnert Elementary
Richard Crane Elementary

Confidential
RPCEA 7/6/17

RTA. Hely
7/6/17

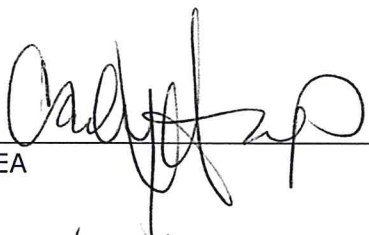
MEMORANDUM OF UNDERSTANDING

**Between
CRPUSD & RPCEA
January 23, 2018**

Psychologists

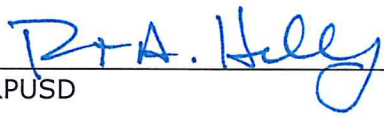
The parties agree to remove the position of school psychologist from the RPCEA bargaining unit as follows:

- Psychologists who are employed by the District on January 23, 2018 will be offered the opportunity to opt out of the bargaining unit
- All psychologists whom the District employs after January 23, 2018 shall not be included in the bargaining unit
- If and when all incumbents are out of the bargaining unit, the parties' collective bargaining agreement shall be amended to exclude all references to psychologists



RPCEA

1/23/18



CRPUSD

1/23/2018
