

Agreement Between

River Oak Charter School

And

**Mendocino County Federation of School
Employees/Charter School - 43450**

August 1, 2025

To

July 31, 2028



Originally Adopted: June 16, 2011

TABLE OF CONTENTS

ARTICLE I	Recognition	4
ARTICLE II	Duration	4
ARTICLE III	Faculty Council	5
ARTICLE IV	Consultation	6
ARTICLE V	Union Rights	7
ARTICLE VI	Discharge and Discipline	9
ARTICLE VII	Grievance Procedure	12
ARTICLE VIII	Layoff and Reemployment	15
ARTICLE IX	Work Year, Work Day and Professional Responsibilities	16
ARTICLE X	Protection of Employees	18
ARTICLE XI	Salary	19
ARTICLE XII	Benefits	19
ARTICLE XIII	Leaves and Absence	20
ARTICLE XIV	Successor Employer	25
ARTICLE XV	Savings Clause	25
ARTICLE XVI	Successor Agreement	25
ARTICLE XVII	Existing Benefits	25
ARTICLE XVIII	Conditions of Employment	26
ARTICLE XIX	Personnel Files	27
ARTICLE XX	Evaluation	28
ARTICLE XXI	Reimbursement	30
ARTICLE XXII	Professional Development	31

ARTICLE XXIII Freedom of Speech	32
ARTICLE XXIV Management Rights	32
ARTICLE XXV No Strike/No Lockout	32

APPENDICES

Appendix A:

Salary Structure Addendum

ARTICLE I – RECOGNITION

This agreement (hereinafter, Agreement) has been entered into between the Mendocino County Federation of School Employees, AFT local 4345, CFT, AFT, AFL-CIO (hereinafter, Union or MCFSE) and The River Oak Charter School (hereinafter, Employer or ROCS) and shall apply to only those employees described in the Recognition provision of this Agreement. The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work, or other conditions of employment for all employees employed at The River Oak Charter School as follows:

- A. **Certificated Unit:** Including all certificated employees, but excluding all management, supervisory and confidential employees. All certificated job descriptions are defined in Attachment A to this Agreement.

The parties agree that this constitutes the appropriate unit. However, during the term of this agreement, should the Employer use a new title or category of employees having a community of interest with employees in the existing bargaining unit herein, the parties shall meet to determine if employees in such a new title or category need to be included within the existing bargaining unit.

ARTICLE II – DURATION

This Agreement shall be effective from August 1, 2025 through July 31, 2028 and shall remain in full force and effect until a successor agreement has been reached between the Parties.

- A. In addition to Salary and Benefits, both Parties may reopen up to two (2) articles of their choosing for year one (2026-2027) of this Agreement.
- B. In addition to Salary and Benefits, both Parties may reopen up to (2) additional articles of their choosing for year two (2027-2028) of this Agreement.
- C. Mutual Reopeners: Upon mutual agreement of the MCFSE and the Employer, specific sections of the contract may be opened for revision.

ARTICLE III – FACULTY COUNCIL

- A. **Faculty Council:** The ROCS Faculty Council shall serve in an advisory capacity to the ROCS Charter Council regarding issues affecting ROCS teaching faculty including, but not limited to, curriculum, instruction and professional development implementation. Faculty representatives shall advise and consult with the ROCS Administrator.
 - 1. The ROCS Faculty Council shall comprise all classroom teachers.
- B. **The Charter Council, Faculty Council, and Parent Council** shall, in accordance with applicable law, aim through their collaborative efforts to create an effective and productive learning environment for all ROCS students. The ROCS Administrator shall serve as an intermediary between each Council.

ARTICLE IV – CONSULTATION

- A. The parties agree that the effective operation of the ROCS requires respectful communication between the MCFSE and the Employer. In an effort to maintain a relationship that is harmonious and non-adversarial, the Employer shall consult with the MCFSE on an as-needed basis. The participants in the meeting shall include, but not be limited to, the ROCS Administrator and representatives from MCFSE. The purpose of consultation shall be to attempt to resolve general workplace issues related to the terms and conditions of employment through mediation and negotiation as practical.
- B. If, after the consultation meetings referenced above, workplace concerns still exist, additional meetings may be scheduled with representatives from MCFSE and ROCS to discuss matters of Employer policy and questions relating to this contract. Employees attending these meetings shall receive release time from the Employer with no loss of pay.

ARTICLE V – UNION RIGHTS

Access:

Consistent with legal requirements, any authorized Union representative (“Representative”) shall have the right of access to the Employer’s facilities including employee mailboxes and bulletin boards in the employee lounges. Upon arriving on the work site, the Representative shall notify the administration of his/her arrival and comply with any and all visitor requirements applicable to all other campus visitors.

Union Representatives shall not in any way interrupt any employee’s duties or assignments. The Representative may contact employees before and after employees’ hours of service or during lunch and duty free periods.

Check-off and Agency Fee:

- A. Upon receipt of authorization of the employee involved, the Employer shall deduct from the employee’s pay the dues payable by him/her to the Union during the period provided for in said authorization. A Representative of the Union will certify the amount, not to exceed the standard initiation fee, period dues, and general assessments of the MCFSE. The Union shall notify the Employer of any change in the rates of membership dues in writing.
- B. Deductions shall be made from the first pay cycle after receipt of the authorization and from each subsequent check unless countermanded by the employee in writing to the Employer. The Employer shall forward copies to the union of any documents in writing submitted to the employer the next time at which deductions are remitted.
- C. Deductions provided in Section (A) shall be remitted to MCFSE within thirty (30) days after the deduction was made. The Employer shall furnish MCFSE with a record of those for whom deductions have been made and the amounts of the deduction.
- D. The Union shall indemnify, defend, and hold the Employer harmless from any liability, loss, or expense arising out of any claim, suit, judgment, or attachment arising out of the application of this Article.
- E. The Employer shall provide the Union with an updated list of employees when this agreement is executed and within thirty days of every new hire.

Bulletin Board and Intranet:

The Union shall have the right to post notices of Union matters on a bulletin board in the employee lounge or common work area. The Employer shall provide a designated bulletin board at each work site.

Mailboxes:

The Union shall be permitted to communicate with the employee through mailboxes and email accounts. Union materials shall not be defamatory, obscene, or in violation of the law. Communications will not disparage any individual employee, group of employees, or the Employer.

Recruitment:

The ROCS shall provide the Union with an opportunity to address new employees at a mutually agreeable time during their orientation period.

Meetings:

Consistent with School policy, the ROCS shall permit the Union to use building facilities for meetings and for professional development workshops.

Equipment and Email Access:

The ROCS will provide each teacher a chair, and access to a telephone and a computer for school business purposes. An email account will be made available for employees to use for school business.

ARTICLE VI – DISCHARGE AND DISCIPLINE

No employee shall be disciplined (as defined herein), given a written reprimand or discharged by the ROCS except for just cause. The President of the Union or designee will be given a copy of any written discipline imposed upon a bargaining unit member within 24 hours of such discipline. Neither ROCS nor the Union shall discriminate against any employee on the basis of age, race, creed, color, national origin, ethnicity, gender, marital status, sexual orientation, disability, or any other basis protected by law.

The parties shall not unlawfully use listening/recording devices or internet monitoring (i.e. Social Media) to violate each other's rights.

A. **Employment Rights:** During the first two (2) consecutive years of employment with ROCS, all employment with ROCS shall be on a probationary year-to-year fixed term basis. During the probationary term, the employee may be released from employment without cause if the employee is provided severance in the amount of one (1) month's salary. Annual nonrenewal of employment during the first two (2) consecutive years of employment will be on an at-will basis. This means that either party may terminate employment at the end of the contract year without advance notice or cause. Should an employee be offered an employment contract for the third consecutive year, the contract shall be a fixed term contract where termination may only be for cause as defined herein. Nonrenewal of such for cause contracts (for the third consecutive year and thereafter) may only occur if the employee's annual evaluation, in accordance with the Evaluation Article herein, is unsatisfactory and notice of nonrenewal is provided by May 15 of that school year.

B. **Progressive Discipline:** ROCS shall comply with the progressive discipline guidelines outlined below. Progressive discipline may include the following steps:

- 1) Oral warning and directive
- 2) Written reprimand and directive
- 3) Suspension without pay for up to five (5) days
- 4) Discharge

The use of any, or a combination of, the aforementioned progressive discipline options is dependent upon the circumstances surrounding the proposed disciplinary action. Specifically, in the case of serious misconduct, more serious consequences, including discharge, may result from a first offense. Dependent upon the circumstances, employee shall be given a reasonable amount of time to address the issue at hand.

C. **Grievance:** The Employee may use the grievance procedure to appeal a suspension without pay or discharge. The employee must notify ROCS of his/her intent to grieve within five (5) working days of receipt of the notice to suspend or discharge. Failure to

provide written notice of intent to appeal within the designated time frame waives the right to appeal the action. No suspension without pay or discharge shall take effect prior to completion of the grievance procedure.

D. **Definition of For Cause Termination:** The following offenses independently or collectively are causes for discipline/discharge:

1. Insubordination - refusing to perform a task or duty assigned as outlined in the employee's job duties/responsibilities or in meeting the expectations of a Steiner teaching methodology.
2. Inefficiency - including deliberate restriction of output, and neglect of job duties or responsibilities.
3. Intentional damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of ROCS property.
4. Fighting or instigating a fight on ROCS premises.
5. Violations of the drug and alcohol policy.
6. Using or possessing firearms, weapons or explosives of any kind on ROCS premises.
7. Dishonesty, including tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
8. Use of profane, abusive or threatening language in conversations with others and/or intimidating or creating a hostile work environment for others.
9. Conducting personal business during instructional time and/or unauthorized use of telephone lines for personal calls.
10. Excessive unexcused absenteeism or tardiness.
11. Immoral or indecent conduct, as defined by applicable law.
12. Conviction of a criminal act having a nexus/effect on the employee's job performance.
13. Violations of the sexual harassment policy.
14. Release of confidential information without authorization.
15. Failure to maintain a credential required for the position.
16. Any other conduct detrimental to other employees or ROCS's interests or its efficient operations.

E. **For Cause Suspension or Dismissal Process:** Suspension or dismissal shall be initiated in writing by the ROCS Administrator by providing Notice of Recommended Discipline ("Recommendation") and serving such Recommendation upon the employee in person or by certified mail. A copy of 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 employee shall also be given a copy of any documentary materials upon which such action is based and a statement of the employee'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 ROCS Administrator and the employee, this deadline is extended. Following this period, the ROCS Administrator may provide Notice of Discipline to be served upon

the unit member in person or by certified mail.

If the employee wishes to appeal the imposition of disciplinary action to the Charter Council of ROCS, the appeal must be filed with the office of the ROCS Administrator within five (5) work days from the time the Notice of Discipline is served on the employee. The appeal must be made in writing and delivered to the office of the ROCS Administrator. The employee shall be entitled to appear personally before the Charter Council to present any evidence or testimony to contest the Notice of Discipline. This appeal to the Charter Council is not an evidentiary hearing. If the employee chooses to be accompanied by legal counsel, or a representative of his/her/their choosing, at such meeting, the employee shall bear any cost therein involved. The employee shall be provided a written decision setting forth the decision of the Charter Council.

During the pendency of any disciplinary proceedings, the Charter Council reserves the right to place the employee on paid administrative leave status.

- F. **Reference to or Reliance upon the Education Code:** The parties expressly agree that the Education Code provisions for certificated discipline (suspension or dismissal) and interpreting case law do not apply to ROCS.
- G. Disciplinary action shall not be taken based on hearsay or anonymous complaints. All complaints or public charges supporting the proposed disciplinary action shall be in writing and signed by the individual filing the complaint with ROCS.
- H. Disciplinary action shall not be taken without first holding a conference with the employee to determine the facts of the incident.
- I. When imposing discipline or giving reprimands, warnings, or criticism, confidentiality shall be maintained at all times. This shall not unduly restrict communication between managerial employees who have a need to know.
- J. An employee shall receive five (5) working days' notice prior to disciplinary or investigative conference, unless waived by the employee. The notice shall include the time of meeting, the location, and the purpose. The employee has the right to be accompanied by a representative of the Union.
- K. Employees shall receive a copy of all documents placed in their file. Failure to provide a copy of a disciplinary action to the employee shall result in its removal from the employee's file.
- L. Employees shall be permitted to submit a rebuttal to any disciplinary action. That rebuttal shall be attached to the letter of disciplinary action and shall be placed in all files containing the disciplinary action.
- M. No mechanical or electrical recording devices shall be used by either the employer or the employee without consent.

N. No employee shall be publicly reprimanded

ARTICLE VII – GRIEVANCE PROCEDURE

Definition of a Grievance:

A grievance shall be defined as any claimed violation, misinterpretation, or misapplication of this Agreement.

Representation:

The employee may be represented at all levels of a grievance by a Union representative. The grievant may also represent him or herself.

Meetings:

Meetings shall be scheduled by the ROCS School representative at mutually agreeable times and locations during the employee's workday, and shall include his or her designated representative as appropriate.

Confidentiality:

To encourage a professional disposition of grievances, it is agreed that from the time a grievance is filed until its final disposition, neither the Union, the employee nor the Employer shall make public the grievance or evidence regarding the grievance, except as required by law or contract. This prohibition does not restrict normal interviewing of witnesses and necessary preparation for meeting.

Effect of Time Limits:

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 Employer fails to respond within the time limits, the grievance shall be deemed denied and proceed to the next step. All time limits and steps may be waived by mutual consent in a written agreement.

Informal Process:

Prior to filing a formal grievance the employee and the Union shall make an effort to resolve the problem through an informal conference with the Administrator or designee.

Formal Process:

- A. **Step 1:** The grievance shall be reduced to writing within ten (10) working days after the occurrence of the alleged violation or within thirty (30) working days after the grievant knew or should reasonably have known of the alleged violation of the Agreement giving rise to the grievance signed by the grievant and delivered to the Administrator on forms

mutually agreed upon by the parties.

Within five (5) working days after receipt of the grievance, the Administrator shall meet and confer with the grievant and the employee representative in an effort to resolve the grievance. The Administrator shall indicate the disposition of the grievance in writing within five (5) working days after such meeting and shall furnish a copy thereof to the grievant and the Representative.

- B. **Step 2:** If the grievant is not satisfied with the disposition of the grievance, she/he may, within five (5) working days after receiving the decision of the Administrator, petition that a meeting with a mediator from the State Mediation and Conciliation Service be held as soon as reasonably possible for all parties of interest. The mediator shall first attempt to resolve the dispute through mediation. When, in the opinion of the mediator, mediation will not resolve the dispute, if qualified and if agreed to by the parties, the mediator shall assume the role of arbitrator as outlined below.

Arbitration:

1. If the Union is not satisfied with the decision at Step 2 and determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the ROCS Charter Council within fifteen (15) calendar days of receipt of the written disposition of Step 2.
2. Within ten (10) working days after receipt of notice to arbitrate, the Union and the ROCS Charter Council or designee will agree upon a mutually acceptable arbitrator and will obtain a commitment from the arbitrator to serve. If the parties are unable to agree upon or obtain a commitment within ten (10) working days, a request for a list will be forwarded to the State Mediation and Conciliation Service. The parties shall then be bound by the rules and procedures of the State Mediation and Conciliation Service.
3. Employees shall not lose any salary or benefits due to their participation in arbitration.
4. The arbitrator shall have no power or authority to make a decision, which requires an act prohibited by law or which adds to, deletes from, or in any way changes, alters, or modifies the terms of this agreement.
5. The decision of the arbitrator shall be advisory in nature.
6. The cost for the services of the arbitrator and any recording fees shall be borne equally by the Union and the ROCS Charter Council.

Reprisals:

There shall be no reprisals against any employee for utilizing the grievance procedure or for assisting a grievant pursuant to these policies.

Miscellaneous:

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

In the event that a grievance affects a class of employees, the Union will file a class action covering all affected employees at a Step 2 entry.

In the event that a grievance concerns a matter of policy that is not within the scope of the administration, the Union will file the grievance at a Step 2 entry. Both the grievant and the party being grieved shall appear at all levels of the grievance.

ARTICLE VIII – LAYOFF AND REEMPLOYMENT

- A. **Layoff:** Layoff is the separation of an employee for lack of work or funds, or programmatic change, as determined by the ROCS Charter Council upon consultation with the Faculty Council, without fault or delinquency on the employee's part. The ROCS Charter Council agrees to provide the Union with a list of names of the employees being laid off and such notice shall be sent at the same time that it is issued to the employees so affected.
- B. Certificated employees to be laid off shall be notified as soon as possible after the decision for layoff has been made. In no event shall the Employer give the employees less than forty-five (45) calendar days written notice.
- C. Employees shall be laid off in accordance with the following criteria:
- a. Programmatic need
 - b. Employee credentials and qualifications
 - c. Performance evaluations
 - d. Expertise/relevant experience
- In the absence of substantial distinguishing differences in the above criteria, length of service at ROCS shall be the determining factor.
- D. **Reemployment:** Employees may be reemployed to a subject area/program for which they hold certification in reverse order of layoff when a vacancy occurs for up to one (1) year from the day of layoff. In the event an employee on the reemployment list refuses an employment offer, he/she will be removed from the list.
- E. Each employee on layoff shall be required to provide ROCS in writing with a current address to which a letter of reemployment may be sent.
- F. If a reemployment opportunity exists, a letter shall be mailed to the employee, certified mail, return receipt requested.
- G. An employee offered a reemployment opportunity must notify ROCS in writing of his/her decision within thirty (30) days of receipt of ROCS's offer.

ARTICLE IX – WORK YEAR, WORK DAY AND PROFESSIONAL RESPONSIBILITIES

- A. The scheduled work year shall follow The River Oak Charter School calendar. No extension of the work year shall be permitted by advancing the beginning date, extending the closing date, adding to the number of workdays by altering holidays or vacation periods unless expressly provided for under the terms of this agreement.
- B. **Work Year:** The standard instructional work year shall be one hundred and seventy five (175) work days.
1. There will be one hundred seventy-seven (175) instructional days in a standard work year. The three (3) additional mandatory workdays are for inservice, preparation, and other professional duties.
 2. Certificated staff will have the option to work up to five (5) paid days *on campus* during the summer break for the purpose of setting up classrooms, and planning curriculum for the year. These days will be scheduled by mutual agreement between the staff members and the Principal.

Scheduled optional days are Friday 8/8/25, M 8/11, T 8/12, W 8/13, F 8/15
Schedule mandatory days are Th 8/14/25, M 8/18, T 8/19
 3. ROCS may request that employees work beyond the standard work year to serve program needs and shall compensate unit members for such extra work days on a per diem basis.
 3. Employees working in a year-round or extended term program shall work the standard work year and shall be compensated on a per diem basis for additional work days.
 4. Calendar and job assignments beyond the standard work year will be arranged by mutual agreement between the Faculty Council and the ROCS Administrator.
- C. **Work Day:** For certificated employees, the normal workday shall begin at 8:00am and will be seven and one-half (7 1/2) hours. Program hours within the regular school day may result in disparate student contact time and beginning and ending hours. Certificated employees may adopt an adjusted workday schedule to accommodate a five (5) hour “short” workday on Wednesdays for attendance at weekly faculty meetings resulting in an extended workday.
- D. Certificated employees shall receive six (6) prep periods per week. Part-time teachers will have prorated preparation time based upon the ratio of actual hours worked to seven and one-half (7 1/2) hours per day.
1. Certificated employees who perform additional instructional duties during their

established prep time shall be compensated at their prorated hourly per diem rate of pay.

- E. Certificated employees may be asked to remain beyond the workday for up to four (4) faculty meetings monthly.
 - 1. Unless urgent/emergency circumstances warrant, monthly faculty meetings must be scheduled forty-eight (48) hours in advance and staff must be notified. During the first month of classes and during the last week of classes, additional meetings may be scheduled as needed. All meetings require forty-eight (48) hours notice if they extend the workday. Meetings held within the workday require no notice and shall only be called for matters that cannot adequately be covered by written communications.
- F. Certificated employees shall attend ROCS Open House and may attend Festival activities annually. Other activities may be required of employees upon mutual agreement between the Charter Council and the Faculty Council.
- G. All employees are entitled to leave campus during non-duty lunches or preparation periods providing they are able to return to regularly-assigned duties in a timely manner.
- H. **Extended Year And Summer Program Employment:**
 - 1. Employment for additional duties or extended year and summer program work shall be based on the following priorities:
 - a. Unit members currently assigned to the course;
 - b. Unit members with the appropriate credential and prior experience teaching the course;
 - c. Qualified applicants who are not unit members.

ARTICLE X – PROTECTION OF EMPLOYEES

- A. No employee shall be required to take an action that places the employee in physical danger.
- B. No employee shall be required to restrain a student unless they have first received training from certified instructors in appropriate methods of restraint. An employee shall not be disciplined or reprimanded for actions taken while searching or restraining a student if they have been directed by a supervisor to conduct those activities or for actions taken while breaking up a fight, if such actions are in accordance with the policies and procedures on which the employee was trained.
- C. An employee may use reasonable force to defend himself/herself, the property of the Employer, personal property, or the safety of students without fear of disciplinary action.
- D. All employees shall be covered by Workers' Compensation Insurance for injury or death arising from, and in the course of, employment. In the event of an accident occurring at the School or at a School sponsored event, the employee shall immediately notify the campus administration. Administration shall provide all proper forms for filing a workers' compensation claim.
- E. ROCS will reimburse employees for the reasonable cost of any personal property that is damaged or destroyed as the result of an assault while the employee is acting in the discharge of his or her duties within the scope of his employment. The Employer may subrogate the claim if the employee is covered by another insurance policy.

ARTICLE XI – SALARY

With regard to salary for the **2025-2026 school year**, the parties agree to the following:

- An increase of 3% on the salary schedule

A. Incentive Pay Policy

After eight (8) full-time years of service at ROCS as a certificated full-time teacher, a \$3,000.00 off-schedule payment shall be given to a teacher in recognition of the teacher completing his/her eight (8) years of service to the School.

The timing of the incentive pay shall be subject to funding levels and budgetary constraints at the time the teacher becomes eligible for the incentive pay. However, in no case shall any incentive pay be paid to a teacher more than one (1) school year following the date the teacher became eligible for the incentive pay.

This policy may be suspended and/or modified due to budgetary constraints following negotiations with the teachers' exclusive representative.

Payments made under this policy shall not be considered precedential or create a past practice.

ARTICLE XII – BENEFITS

With regard to benefits for the **2025-2026 school year**, this Article has been denied:

- Certificated staff choosing to not to use either or both of the Health and Dental benefit programs, shall receive from the Employer on a monthly basis, an amount equal to seventy-five percent (75%) of the premium cost paid by the Employer for said programs.

With regard to sick leave/benefits for the **2025-2026 school year**, the parties agree to the following:

- Increase in health benefits coverage from \$9,000 to \$13,000.
- This statement added under Article XIII, A3, Sick Leave: Unused sick leave shall accrue from year to year without limit.
- Removal of Sections E-K; language found in Employee Handbook.
- Free Dental Coverage
- Certificated staff may donate up to three (3) sick leave days per year for the establishment of an 'Emergency Sick Leave Bank.' Staff may access up to five (5) sick leave days per year from the 'Emergency Sick Leave Bank,' once their annual sick leave benefit has

been exhausted.

The final agreement for the 2025-26 school year:

- 3% salary increase
- Option for Certificated staff to work up to five (5) paid days on campus during the summer break for the purpose of setting up classrooms, and planning curriculum for the year. Those days will be scheduled by mutual agreement between the staff members and the Principal.
- \$100 per diem for overnight fieldtrips
- Increase in the advanced degree benefit from \$750 to \$1000.

ARTICLE XIII – LEAVES AND ABSENCES

A. Sick Leave

1. All Certificated employees shall earn one (1) day of sick leave with full compensation per contracted month of employment. Unused sick leave shall accrue from year to year.
 - a. A new certificated employee accrues ten (10) days for the first contract year upon reporting to work for the first day of the contract.
2. Leave may be used for personal illness of an immediate family member. Immediate family includes parents, spouse, domestic partner, children, grandchild, brother, sister or grandparent by blood or by marriage. The employee's leave bank shall be credited with a full year's sick leave on day one of the school year. An employee who is employed for less than a full school year, or on a part-time basis, shall have that leave prorated.
3. Accumulated sick leave may only be utilized up to fifty (50) days per school year. If sick leave is accumulated beyond fifty (50) days in a school year and the employee has utilized fifty (50) days in one (1) school year, the excess days remain accumulated but shall not be available for use until one (1) school year following the school year in which the fifty (50) days are used. Any sick days accumulated but unused, if applicable, will be transferred to a public school employer upon separation from employment. Employees will not be paid for unused sick time upon separation from employment. Unused sick leave shall accrue from year to year without limit.
4. An employee who leaves ROCS prior to completion of a full school year and who has used more leave than earned shall have the cost of the excess leave deducted from their final paycheck.

5. Employees are expected to call the ROCS main office number or their designated supervisor prior to the start of the workday to report an absence. If an employee anticipates an absence of several days they may notify the school with one phone call. For absences of three (3) consecutive work days or more, ROCS may require physician verification. If requested, employees may be expected to present a physician's statement certifying the employee's fitness to return to duty after illness.
6. Upon retirement, the employee's accrued sick leave, if any, may be applied towards service credit in accordance with the State Teachers Retirement System (STRS) regulations.
7. Certificated staff may donate up to three (3) sick leave days per year for the establishment of an 'Emergency Sick Leave Bank.' Staff may access up to five (5) sick leave days per year from the 'Emergency Sick Leave Bank,' once their annual sick leave benefit has been exhausted.

B. Personal Necessity Leave

1. All employees may use up to five (5) days of sick leave for personal necessity leave per year.
2. Uses of personal necessity leave may include, but are not limited to, death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement Leave), an accident involving the employee's person or property, or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for an employee who is the father of the child to be absent from his position during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot be conducted outside of the workday.
3. Employees must request personal necessity leave at least one (1) day in advance unless an emergency situation occurs. Employees are not required to disclose the reason for personal necessity leave unless utilizing it for more than two (2) or more consecutive days in a year.

C. Catastrophic Leave Program – revised and ratified on 12/10/14

Committee Members: 1 Administrator, 1 Classified member, 1 Certificated member
(* The leave shall be available to ALL staff)

The ROCS catastrophic leave program permits employees of ROCS to donate eligible leave credits to an employee when that employee or a member of his or her family suffers from a

catastrophic illness or injury. For the purposes of this section the following terms are defined as follows:

1. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
2. "Family" means child, spouse, designated domestic partner, child of spouse, parent or sibling of unit member.
3. "Eligible leave credits" means vacation leave and sick leave accrued to the donating employee.

Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

1. The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the school in which he or she is employed.
2. The ROCS Catastrophic Leave Committee determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.
3. The employee has exhausted all accrued paid leave credits.
4. If the transfer of eligible leave credits is approved by the ROCS, any employee may, upon written notice to the school, donate eligible leave credits at a minimum of eight hours, and in hour increments thereafter.
 - a) No employee may donate sick leave hours unless he/she has more than twenty (20) days of accumulated leave credit on record with ROCS. An employee may donate sick leave credit only in excess of the minimum twenty (20) days on record. Leave credit may be initially donated at a minimum of eight (8) hours and in hour increments thereafter.
 - b) Providing that the unit member has more leave credits than 20 days of sick leave, the unit member seeking catastrophic leave due to an illness for a family member shall donate no more than 10 days of their own sick leave.
 - c) The maximum amount of time for which donated leave credits may be used, but not to exceed use for a maximum period of 4 consecutive months.

- d) All transfers of eligible leave credit are irrevocable.
- e) An employee who receives paid leave pursuant to this section shall use any applicable leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
- f) Issues related to catastrophic leave are not grievable.

D. Unpaid Leave of Absence

ROCS may grant employees an unpaid leave of absence for personal reasons for up to one (1) full school year. Employees must apply for an unpaid leave of absence no later than twelve (12) weeks before commencement of the school year in which the leave may be taken. In order to qualify for this leave, the employee shall have earned high ratings in evaluations from the administration. A qualified one (1) year replacement faculty member must be available to cover the class in the employee's absence. An employee on an unpaid leave of absence must notify ROCS of the intent to return to his or her position by March 1 of the preceding year that the employee plans to return to teach in the fall. ROCS will notify the employee in writing of this March 1 deadline, at least two weeks prior to the due date, including requesting a written notice from the employee of his/her intent to return or not to ROCS. Any time taken by employees for an unpaid leave of absence shall not constitute a break in service and employees shall have the option to return to the same/comparable position.

Upon return to service, no employee will be guaranteed a return to his/her original position, but will be given an assignment he/she is qualified to teach and in accordance with staffing needs, as determined by the school's Administrator.

E. Jury Duty Leave

Employees, while serving jury duty, shall receive full pay for up to two (2) weeks, provided any amount for jury duty service, excluding expenses, is paid over to ROCS. Employees shall notify the ROCS Administrator and submit a copy of the jury duty subpoena no later than two (2) days following receipt. Employees shall make every reasonable effort to postpone jury duty service to a time when school is not in session. Upon return to work, employees shall submit a copy of a certificate of service, or similar proof of service.

F. In-Service Leave

Employees, with ROCS administration approval, are entitled to two (2) days of paid leave each school year for the purpose of improving his/her performance. Such leave may be used to visit classes in other schools, to attend educational workshops, or to perform committee assignments as determined by faculty or administration (i.e. curriculum).

G. **Military and Military Spousal Leave of Absence**

ROCS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (“USERRA”). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, ROCS shall continue the employee’s health benefits. For service of more than thirty (30) days, the employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued paid time off as wage replacement during time served, provided such paid time off accrued prior to the leave.

ROCS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

ROCS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide ROCS with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee’s military spouse will be on leave from deployment, and (2) documentation certifying that the employee’s military spouse will be on leave from deployment during the time that the employee requests leave.

ARTICLE XIV – SUCCESSOR EMPLOYER

- A. This Agreement may be enforceable between the Union and any successor employer according to applicable law.
- B. The Employer agrees to reasonably involve the Union in any decision leading to a merger, affiliation, change of affiliation, change of employer or transfer of employees to the extent possible. Reasonable involvement shall be defined as providing for a meaningful exchange of proposals and counterproposals in writing.

ARTICLE XV – SAVINGS CLAUSE

If any provision of this Agreement is held to be unlawful by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect and the Parties to the Agreement shall meet within ten (10) days for the purpose of reopening negotiations on the unlawful provision(s).

ARTICLE XVI – SUCCESSOR AGREEMENT

The Employer agrees to enter into good faith negotiations for a successor agreement to this Agreement that will address all matters discussed herein. Such negotiations shall commence no later than September 30 of the calendar year preceding the calendar year in which this Agreement expires. Negotiations for a successor agreement will commence upon request of either party, filed two weeks in advance or as otherwise mutually agreed. Any successor agreement so negotiated shall apply to all employees, be reduced to writing, and be signed and legally entered into by the Employer and the Union. Nothing in this Article shall be construed to limit or abridge the rights of either party under law.

ARTICLE XVII – EXISTING BENEFITS

All existing benefits not altered or removed by this Agreement shall remain in effect.

ARTICLE XVIII – CONDITIONS OF EMPLOYMENT

- A. An adequate supply of instructional materials as well as administrative support shall be available to all instructional staff. An employee may not be held accountable for failure to perform if they are not provided with reasonable supplies and materials necessary to perform their job assignment.
- B. All employees shall be provided with a secure or locked compartment within their work area.
- C. Consistent with legal requirements, employees shall not be charged, nor have deductions made from their paycheck, for missing textbooks, teachers' editions, supplies or equipment.
- D. All employees shall be provided with a job description. Where an employee is responsible to more than one supervisor, he/she shall be advised by the Administrator of the exact division of his/her responsibility. Job descriptions shall be updated periodically. Updates shall include input from the affected employees.

ARTICLE XIX – PERSONNEL FILES

- A. **One File:** Consistent with legal requirements, there shall be one official personnel file for every employee.
- B. **Access:** An employee shall have the right upon request and by appointment to review the contents of his/her personnel file(s) wherever maintained. Appointments may be set during the employee's scheduled working hours. Each employee shall have the right, upon request, to review and reproduce any contents of his/her personnel file at no charge. A representative of the Union may, at the request of the employee, accompany the employee in such reviews and may, upon written authorization by the employee, review and reproduce any contents of an employee's personnel file. The review or reproduction of the contents of an employee's personnel file shall be made in the presence of the record custodian or designee. The inspection of the file will be at a time the employee is not otherwise required to teach or attend meetings.
- C. **Notice:** A copy of any item placed in the employee's official personnel file shall forthwith be provided to the employee. In addition, items challenged under the provisions of the grievance procedure may not be placed in the employee's file until the grievance has been resolved pursuant to the provisions of the grievance procedure of this contract. The employee shall have the right to respond to any item(s) to be placed in his/her personnel file and to have the response attached to such item. The employee's signature shall indicate only that he/she has read the item and shall not necessarily indicate agreement with its contents. When an employee refuses to sign an item a notation shall be placed indicating the employee was asked to sign but refused. Such refusal is not grounds for disciplinary action.
- D. **Confidentiality:** Except as required by law, no one other than administrative personnel shall have access to an employee's personnel file without prior consent of the employee.

ARTICLE XX – EVALUATION

In order for ROCS to attain standards of excellence in its educational program, teacher evaluation will be administered as described herein. Evaluation shall be based upon expectations and standards to which the teachers must adhere related to Steiner Methods curriculum and California law. Evaluations shall be used to determine whether one (1) or more aspects of the teacher's work performance exceeds, meets, or does not meet the teaching quality standards. The Evaluation process may be used by ROCS to make recommendations for contract renewal, assist in the professional development of teachers, develop improved methods of teacher performance, or take appropriate action with respect to teachers whose work performance does not meet standards.

All observations of classroom work performance shall be conducted openly and not by use of covert surveillance/monitoring equipment.

The purpose of evaluation and observation is the improvement of employee performance. To this end, the guidelines as set forth below shall be understood to be a minimum.

The ROCS evaluation system shall have one (1) formal component as follows:

- A. **Teaching Evaluation:** The Teaching Evaluation shall be performed by the ROCS's Administrator, or his/her qualified designee, as follows:
 - 1. **Pre-Evaluation Interview:** The Pre-Evaluation Interview shall occur between the teacher and the ROCS Administrator, or his/her qualified designee, in order to establish a time and place for the classroom visit, the purpose and focus of the visit/evaluation, and other details as necessary.
 - a. The purpose and focus of the visit/evaluation may include areas in which the teacher would like to receive assistance or specific areas identified by the ROCS Administrator or his/her qualified designee.
 - b. One (1) or more visits/evaluations shall occur in Fall and one (1) in the Spring to properly measure performance and growth in the identified areas, except for teachers who have completed the probationary period.
 - 2. **Classroom Visit(s):** The Classroom Visit will follow the Pre-Evaluation Interview and shall be used to gather information for the Formal Written Evaluation. Notes shall be taken by the ROCS Administrator, or his/her qualified designee, and a designated Waldorf-trained Peer Coach who will document the observations of Waldorf methodology in *support* of the teacher. A copy of the Peer Coach's notes shall be provided to the teacher. As part of the Classroom Visit, lesson plans will be evaluated as well. Classroom visits must consist of no less than thirty (30) consecutive minutes.

3. **Post-Evaluation Interview:** Post-Evaluation Interviews shall be held as soon as possible following the Classroom Visit but no later than one (1) week after the visit. These interviews shall be used to review the visit, address any questions related to the visit, and share/gather any further information relevant to the Formal Written Evaluation.
4. **Formal Written Evaluation:** The Formal Written Evaluation will be delivered to the teacher within (4) weeks of the Classroom Visit. The evaluation shall include a summary of the classroom visit, recommendations and/or commendations, and the signatures of both the ROCS Administrator, or his/her qualified designee, and teacher. The standard form shall contain the statement “I have read and (do/do not) agree with the above” followed by a space for employee’s signature.
 - a. The Formal Written Evaluation must be completed by May 1.
 - b. Final evaluations shall become part of the employee’s personnel file.
 - c. In the event that the ROCS Administrator, or his/her qualified designee, observes behavior that is not satisfactory as part of the Formal Written Evaluation, they must notify the employee in writing of the specific deficiency and the specific corrective measures necessary to correct the deficiency. A conference shall be held at the request of the employee within five (5) days of receipt of the deficiency. The conference does not require Union representation; however, a union representative may be present at the request of the employee.

The ROCS evaluation system shall also have an informal component as follows:

School Administration/Non-Teaching Duties Evaluation: In addition to Teaching Evaluations and the California School Parent Surveys, an informal evaluation of the teacher’s school administration/non-teaching duties may take place as well. All teachers at ROCS have roles/duties which extend beyond simply teaching. These roles/duties may include reasonable participation in attending weekly faculty meetings, committee participation, hiring, hosting visitors, festival work, special School events, extra curricular activities, teacher development, budget, outreach work, collegial relations, and occasionally assisting with administration of the School.

The following rules shall govern all employee observations and evaluations:

- A. Evaluations and observations shall only be conducted by the Administrator or his/her qualified designee.
 1. All assessors must be trained in the use of the evaluation instrument and possess the minimum level of certification required for the employee.

- B. All formal observations of work performance must be conducted openly and with full knowledge of the employee.
- C. No material derogatory to an employee's conduct, performance, or character shall be placed in a personnel file unless the employee has signed such material indicating he/she has had the opportunity to review it.
- D. No evaluation of any kind shall become part of an employee's personnel file unless it has met the above conditions.
- E. ROCS shall provide an appropriate professional development plan for an employee who is not functioning at a satisfactory level. No employee shall be required to incur a cost for the professional development plan.
- F. Teachers who have completed their probationary period shall only be evaluated once every two (2) years unless performance issues warrant more frequent evaluation.

ARTICLE XXI – REIMBURSEMENT

- A. **Mileage:** Employees who use their own vehicle for pre-approved ROCS business shall be reimbursed for mileage at the current federal mileage rate. Employees will be reimbursed monthly after submission of a mileage log.
- B. **Travel Expenses:** Employees traveling for ROCS business shall be reimbursed for pre-approved and receipted expenses.
- C. **Personal Property:** The Employer will reimburse employees up to a maximum of \$500 per employee per school year for loss, destruction, or damage by arson, burglary, or vandalism of teacher purchased or loaned instructional materials used for ROCS instruction as provided below.
 - 1. Upon bringing such instructional materials to School for use, such materials shall be inventoried and assessed for value by the ROCS Administrator and written approval must be obtained for such use at School by the ROCS Administrator. ROCS retains the discretion to deem an item not necessary or suitable for instructional use. Reasonable care must be taken by employees to safeguard and secure any such materials.
- D. **School Property:** Employees will not be required to pay for school equipment broken or damaged due to the normal wear and tear of such equipment, e.g., computers, DVD players, etc.

ARTICLE XXII – PROFESSIONAL DEVELOPMENT

- A. The parties to this Agreement recognize that in order for ROCS to maintain its organizational vigor and best serve its students, it is necessary to develop a systematic, on-going, program of professional growth and development.
- B. The parties further recognize that the professional development of the ROCS faculty is both a personal and institutional responsibility of employees and the Employer.
- C. The parties commit to jointly plan in-service programs that will further professional development of individual members on a non-discriminatory basis and advance the mission of ROCS.
- D. At or around the commencement of each school year, the ROCS Administrator, upon consultation with the Faculty Council, shall develop in-service activities for that school year.
- E. It shall be the responsibility of the above parties to recommend to ROCS a budget deemed appropriate to accomplish the jointly agreed to annual in-service activities.
- F. The parties to this Agreement will work together to foster partnerships with institutions of higher education to provide resources for the development of ROCS and its employees.
- G. It is the intent of the parties to maintain an on-going financial commitment to assist unit members in their formal professional development, consistent with the In-Service Leave provided herein.

ARTICLE XXIII – FREEDOM OF SPEECH

- A. Consistent with legal requirements, all employees shall retain the right to speak publicly on any matter of concern before any public body, with the media, or with any public official. Nothing in this Article shall be construed to deny employees of any right to freedom of speech they would otherwise enjoy under law.
- B. Consistent with legal requirements and ROCS Charter Council policy, all employees shall have the right to address their concerns to the ROCS Charter Council in writing or at any regularly scheduled meeting of the Council. Nothing in this Article shall be construed to limit the duties of the parties to collectively bargain pursuant to law.

ARTICLE XXIV – MANAGEMENT RIGHTS

- A. It is understood and agreed that the Employer retains all of its powers and authority to direct, manage and control to the full extent of applicable law. Input from the Union may be considered and decisions may be derived in a collaborative model; final decisions will rest with the Employer.
- B. The exercise of the foregoing powers, rights, authority, duties, responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- C. The Employer recognizes that, for ROCS to succeed, the Employer and the Union must maintain regular and frequent communication and a willingness to work out issues and concerns with students' interests at the basis of each decision.

ARTICLE XXV – NO STRIKE / NO LOCKOUT

There shall be no strike by the Union or lockout by the Employer during the term of this Agreement.

River Oak Charter School
Salary Structure Addendum

CERTIFICATED TEACHERS

Annual Salary is based on a school calendar of 175 days at 7.5 hours per day, including three (3) mandatory in-service days and five (5) optional days.

Charter Council will consider cost of living increases annually. Original placement on the salary schedule is based on years of experience teaching in a public school or Waldorf-methods charter school, or any private school (K-8).

After initial placement on the salary schedule, all teachers will advance one step per year of employment with River Oak.

“CA credential” is defined as completing all requirements for the California Preliminary Credential, Pre-Intern Credential, Intern Credential, Short Term Staff Permit, etc.

“Waldorf credential” is defined as having a completed Waldorf training certificate.

ALL requirements must be completed and officially submitted to ROCS business office by the first day of school, in order to advance in column placement.

For the Certificated Teacher’s Salary Columns individual programs vary in length from one year full time to 4 years part-time. If a teacher has completed half of the Waldorf training, they receive one column credit.

Holding a verifiable Masters or Doctorate in any discipline adds \$1000.00 to annual Salary.